

STATE OF NORTH CAROLINA

DEPARTMENT OF ADULT CORRECTION

Invitation for Bid #: 52-IFB-861168134-CCG

Locum Tenens Dentists, Assistants, Hygienists

Date of Issue: October 16, 2023

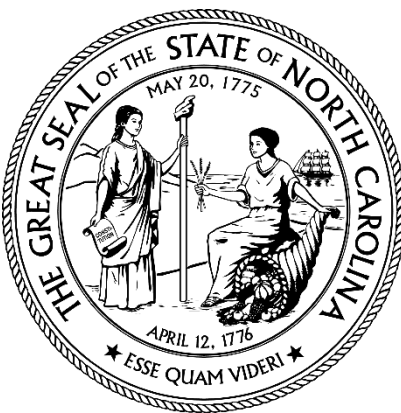
Bid Opening Date: November 20, 2023

At 2:00 PM ET

Procurement Lead:

Crystal Carlson

Procurement Specialist



STATE OF NORTH CAROLINA

Invitation for Bid

52-IFB-861168134-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 Message Board in the Sourcing Tool. See section 2.5 for details: Crystal Carlson	Invitation for Bid #: 52-IFB-861168134-CCG Bids will be publicly opened: November 20, 2023, at 2:00 PM ET Microsoft Teams meeting Join on your computer, mobile app or room device Click here to join the meeting Meeting ID: 218 008 362 709 Passcode: 5bmhw9
	Using Agency: Department of Adult Correction Division of Comprehensive Health Services Commodity No. and Description: 851220 – Dental Services
Requisition No.: PR12682270	

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-861168134-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 the 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, requires the services of qualified vendors to facilitate Locum Tenens Dentists, Dental Assistants, and Dental Hygienists requirements across thirty-two (32) dental clinics located within, adjacent to, or nearby various correctional facilities across the state of North Carolina.

The North Carolina Department of Adult Correction (the “Department” or “DAC”) provides professional dental services to all offenders within its care and custody located across fifty-five (55) correctional facilities throughout the state, with a current population of approximately 30,000. The Eighth Amendment to the United States Constitution, and the North Carolina General Statutes, specifically G.S. 148-19, mandate that the Department to provide healthcare services to offenders, including preventive, diagnostic, and therapeutic care. The Department has a responsibility to ensure that employees and/or associated vendors provide quality health care services. It is the vision of the Department that offenders receive competent and timely care irrespective of their crimes.

The locations of current dental clinics are listed in ATTACHMENT J: DENTAL CLINIC LOCATIONS sorted by urban/suburban or rural locations. The Department reserves the right to add or remove locations during the term of any contract resulting from this solicitation. 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 January 1, 2023, (the “Effective Date”).

At the end of the Contract’s initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to two (2) additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option no later than thirty (30) days before the end of the Contract’s then-current term. 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	October 16, 2023
Submit Written Questions	Vendor	October 27, 2023, by 3:00 PM ET
Provide Response to Questions	State	November 3, 2023
Submit Bids	Vendor	November 20, 2023, by 2:00 PM ET Microsoft Teams meeting Join on your computer, mobile app or room device Click here to join the meeting Meeting ID: 218 008 362 709 Passcode: 5bmhw9 Download Teams Join on the web Join with a video conferencing device ncgov@m.webex.com Video Conference ID: 118 073 895 9 Alternate VTC instructions Or call in (audio only) +1 984-204-1487,,922883653# United States, Raleigh Phone Conference ID: 922 883 653# Find a local number Reset PIN
Contract Award	State	TBD
Contract Effective Date	State	January 1, 2023

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 “**52-IFB-861168134-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 responses 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.

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) ATTACHMENT H: ALCOHOL/DRUG FREE WORKPLACE POLICY
- i) ATTACHMENT I: CRIMINAL HISTORY RECORD CHECK
- j) ATTACHMENT J: DENTAL CLINIC LOCATIONS

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.

MAY: Denotes that which is permissible, not mandatory.

REDACTED: edited copy of the Vendor’s bid response with proprietary and/or confidential information excluded/removed.

SHALL OR MUST: Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of the bid.

SHOULD: Denotes that which is recommended, not mandatory.

UNREDACTED: copy of the Vendor’s bid response unedited including all confidential and/or proprietary information.

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 multiple Vendors, 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 COMMUNICATOINS BY VENDORS

3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

The Department 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 that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. When negotiations after receipt of bids 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
- 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 include in the Bid response. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract. Vendor shall not invoice for any amounts not specifically allowed for in this IFB. DAC will not reimburse any additional amount for overtime, worker’s compensation, holiday pay, or insurance. For avoidance of doubt, the Department will not reimburse any amount for provider meal breaks, which should occur at a time consistent with meal breaks authorized for facility staff.

4.2 INVOICES

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

4.3 PAYMENT TERMS

The Vendor will be compensated at the rates quoted in the bid response.

- a) The Vendor will not be compensated or reimbursed for provider travel, meals, or lodging. The hourly rates provided shall be all inclusive. The Vendor will be paid net thirty (30) days after the Vendor’s invoices are approved by the Department.

4.4 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 Department 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 Department 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.

4.5 HUB PARTICIPATION

Pursuant to 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.

4.6 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 Department 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.

4.7 VENDOR EXPERIENCE

In its Bid, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State of North Carolina as described in this IFB.

4.8 BACKGROUND CHECKS

The Department shall require all providers who are approved to work in DAC facilities to undergo a local background check (DCI) and privileging (Dentists) review BEFORE reporting to their assigned work locations. The Department will conduct the DCI check using information providers submit on its DCI Request Form (ATTACHMENT I) along with the appropriate credentials information. This information will be forwarded to:

Sarah Norman
Credential Verification Officer
NC Department of Adult Correction
Division of Comprehensive Health Services

Contact information will be provided to awarded vendor(s). Once all requested credentials and DCI check information is received and processed, a decision will be made regarding the provider's acceptance to work.

4.9 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 Department. 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 Department will approve or disapprove the requested substitution in a timely manner. The Department may, in its sole discretion, discontinue the Services of any person providing Services under this Contract. Upon such termination, the Department may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

4.10 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 Department under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor’s proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor,

facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

4.11 TEMPORARY STAFF HEALTH INSURANCE

Temporary Staff are not eligible for State health insurance benefits, or any other benefits, through the Department of Adult Correction. The Vendor shall either provide health insurance or information regarding eligibility under the Affordable Care Act to Temporary Staff.

5.0 SCOPE OF WORK

5.1 VENDOR RESPONSIBILITIES

- A. The vendor shall be in compliance with all applicable licensing requirements and provide the Department with proof of licensure.
- B. The Vendor shall provide the Department with candidate(s)' information to include qualifications, credentialing, resume or C.V., and availability for interview, after notification of need by the Department.
- C. The Vendor shall provide qualified provider candidate(s) who possess current licensure/certification as applicable in the State of NC and have current CPR certification and provide proof with response.
- D. The Vendor shall provide qualified provider candidates with the following medical requirements:
 - i. Required yearly PPD in absence of no previous positive tuberculin skin test. If the Clinician is shown to have had a positive tuberculin skin test, documentation of treatment (INH) shall be provided. PPD is not required for telepsychiatry services.
 - ii. Hepatitis B and Rubella Immunizations or Serologies are required.
 - iii. The Department's Medical Director may at his/her discretion and based upon their professional medical experience and knowledge, provide waivers or exceptions to any of the requirements indicated in the immunization section of the contract.
- E. The Vendor shall maintain up-to-date records of immunizations and annual tests results for the providers working under this contract. Evidence of compliance to this requirement shall be received by the Director of Health Administration or designee within 10 days of notice.
- F. The Vendor shall provide Dentists with medical liability coverage at a minimum of \$1Million per incident/\$3 Million aggregate. Documentation shall be provided.
- G. All providers furnished by the Vendor for work under this contract shall be pre-approved by the Department. The Vendor agrees not to make arrangements to provide "alternate" staffing without first obtaining the Department's approval. Convicted felons may not be allowed to enter any prison facility.
- H. The Vendor shall provide candidates available to cover the time period specified in the Department's request. Each order for services will be for a minimum of eight (8) hours up to a month or more, as needed to provide coverage for vacancies or absences.
- I. The Vendor may advertise on social media, the internet, newspapers, etc. for vacant positions. Vendors may use the term "Correctional Facility" and the city the facility is located in and the type of provider needed in the advertisement. However, there shall be no mention of the State of North Carolina or the Department of Adult Correction in the advertisement, nor shall the use of the existence of this Contract or the name of the State of North Carolina be used as part of any commercial advertising or marketing of products or services. Please see Attachment C: North Carolina General Terms and Conditions, Item number 12. Advertising.

5.2 PROVIDER RESPONSIBILITIES

A. DENTISTS

- 1. Qualifications: Licensure in the State of NC

2. Services to be Provided: Dentists furnished under this contract shall provide services under the clinical supervision of the Correctional Dental Director/Designee. Services may include but are not limited to:
 - a. Examination, diagnosis, treatment planning, treatment, and oral hygiene instruction to DAC offenders.
 - b. Referral of offenders to appropriate dental consultants when necessary.
 - c. Supervision of all dental auxiliaries in the performance of their assigned duties to ensure that their practice is in compliance with the Department's policies and applicable State law.
 - d. Proper organization and maintenance as well as thorough and legible documentation of dental records in accordance with Unit/Institution and the Department's policies.
 - e. Emergency dental treatment for all assigned offenders at the Unit Dentist's office or other location as appropriate.
 - f. Dental examination including but not limited to taking or reviewing the patient's dental history, charting of teeth, and examination of the hard and soft tissue of the oral cavity with a mouth mirror, explorer, and adequate illumination. X-ray studies for diagnostic purposes should be taken if necessary. The results of the examination should be recorded on a uniform dental record system. A professional dental prophylaxis should be performed when prescribed by the dentist.
3. Guidelines: Dentists providing service under this contract shall:
 - a. Practice universal precautions, with appropriate barriers for dentist and staff.
 - b. Ensure proper infection control guidelines for disinfecting and sterilizing of dental instruments and hand pieces.
 - c. Ensure safe disposal of dental office wastes.
 - d. Document according to the guidelines as set forth in the Department's Health Care Procedures Manual, all care given to the inmate population.
 - e. Ensure that all services provided will be consistent with community standards of practice and performed in accordance with customary rules of ethics and conduct of the applicable state and professional licensure boards and agencies.
 - f. Provide treatment and services that are medically/dentally necessary, consistent with symptoms and diagnosis, appropriate with regard to standards of medical practice, not solely for convenience or inmate request, most appropriate level of service that can safely be provided, and intended to result in restoration or improvement in function, and not to be considered as investigational [G.S. 135-40.7 (5)].
4. Prior Authorization: The Provider shall obtain prior authorization from Department's Utilization Review Section for all testing and specialty services initiated during normal working hours and retroactive authorization for all other services.
5. Emergency Services: The Provider, in an emergency, shall immediately proceed to render all Medically/Dentally Necessary services to the offender without regard to an authorization.

B. DENTAL ASSISTANTS

1. Minimum Qualification: Graduation from high school and completion of one academic year or longer in a dental assistant program approved by the ADA or one year on-the-job training as a dental assistant and qualified to take X-rays in the state of NC.
2. Services to be Provided: Dental Assistants furnished under this contract shall provide services under the clinical supervision of the Correctional Dental Director/Designee. Services may include but are not limited to the following:
 - a. Assist the dentist chairside as needed for each and all dental procedures.
 - b. Disinfect and sterilize all instruments, equipment and surfaces between patients.
 - c. Procure supplies per the Department's policy and requisition practices.
 - d. Prepare the clinic and operatory for the delivery of dental treatment.
 - e. Take radiographs of diagnostic quality.
 - f. Perform daily housekeeping and maintenance of equipment requirements.

- g. Procure the dental and medical charts for all patients scheduled and emergencies.
- h. Take medical and dental history and performs accurate dental charting.
- i. Pour and trim clinically acceptable models.
- j. Observe all infection control rules, barrier techniques and proper disposal of sharps.
- k. Maintain inventory control.
- l. Prepare monthly reports and time sheets and submits them within the appropriate time period.
- m. Maintain a log of laboratory cases.
- n. Maintain a professional demeanor and chairside manner.
- o. Cooperation and communication with positive interaction with all staff is expected.

C. DENTAL HYGIENISTS

1. Qualifications: Licensure in the state of NC

2. Services to be Provided: Dental Hygienists furnished under this contract shall provide services under the clinical supervision of the Correctional Dental Director/Designee. Services may include, but are not limited to the following:
 - a. Prepare the clinic and operatory for the delivery of dental treatment.
 - b. Document all care and procedures provided to the offender, according to the guidelines as set forth in the Department’s Health Care Procedures Manual. Record medical and dental history of offenders, and dental charting.
 - c. Screen the oral cavity of an offender patient.
 - d. Perform prophylaxis and polishing of the dentition.
 - e. Take radiographs of diagnostic quality.
 - f. Pour and trim clinically acceptable models.
 - g. Give oral hygiene instructions to offender patients.
 - h. Observe all infection control rules.
 - i. Disinfect and sterilize all instruments, equipment and surfaces between patients
 - j. Prepare monthly reports and time sheets and submit them within the appropriate time period.
 - k. Maintain a professional demeanor and chairside manner.
 - l. Cooperation and communication with positive interaction with all staff is expected.

5.3 DEPARTMENT RESPONSIBILITIES

- A. The Department will provide all equipment and supplies.
- B. The Department of Adult Correction will submit a request to all Awarded Vendors to supply one or more providers on an as-needed basis, giving as much advance notice to the Vendor as reasonably possible. Requests will be placed in writing by email, and will contain, at a minimum, the start date, location of service, and the type of provider needed. The Department will notify the awarded vendors of the notification of staffing need at the contact below:

Vendor shall provide primary and secondary contact information for notification of need:

Name primary: _____

Email primary: _____

Phone primary: _____

Name secondary: _____

Email secondary: _____

Phone secondary: _____

Note: It is the Vendor’s responsibility to update this information if it changes.

- C. The Department will interview qualified candidates in the order received, on a first-come, first-served basis. The first acceptable candidate that can meet the requested work start date, and any other specific requests will be placed.
- D. The Department will provide orientation and training in areas such as PREA (see page 17 Additional Department of Adult Correction Contract Terms and Conditions, item 2), staff/Offender relations, HERO documentation, entrance procedures, and other modules as designated by the facility management. The hourly rate will be paid for training.
- E. For temporary staffing assignment placements of more than one month, and except in situations where provider misconduct or performance necessitates immediate removal/discontinuation of services, the Department will make every reasonable effort to notify the Vendor in writing at least two (2) weeks in advance of an assignment end date.

5.4 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 Department 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 Department a contract manager. The contract manager shall be the Department’s point of contact for Contract related issues and issues concerning performance, progress review, scheduling, and service.

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

DAC Contract Administrators:

Crystal Carlson, Procurement Specialist, NC Department of Adult Correction, Purchasing, 3512 Bush Street, Raleigh, NC 27609, (919) 324-3475, is designated as the Contract Officer 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 MSC, Raleigh, NC 27699-4278, (984) 255-6052, 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 Department, shall be required to meet periodically with the Department for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and Department 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 Department encourages the Vendor to identify opportunities to reduce the total cost the Department. 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 Department, at the option of the Department, for up to six (6) 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 Department or its designees. If the Department 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 Department 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 Department’s Contract Manager for resolution. Any claims by the Department 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 Department and Vendor. Amendments to the contract can only be done through the contract administrator.

6.7 ATTACHMENTS

ATTACHMENT A: PRICING FORM shall be returned with the Vendor IFB response in the Ariba Sourcing Tool.

ATTACHMENT “B” Instructions to Vendors and ATTACHMENT “C” North Carolina General Terms and Conditions are located in the Ariba Sourcing Tool with this solicitation and are incorporated herein. These attachments can be found at the following Vendor Forms link for reference purposes only: <https://ncadmin.nc.gov/documents/vendor-forms>

ATTACHMENTS “D” through “I” shall be returned with the Vendor IFB response in the Ariba Sourcing Tool.

6.8 DAC ADDITIONAL TERMS

- 1. ALCOHOL/DRUG FREE WORK PLACE POLICY:** A copy of the Department’s Alcohol/Drug Free Work Place Policy is attached to this solicitation. The vendor 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 Department 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 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 Department, by email to prea@dac.nc.gov, or the DAC PREA 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 DAC 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 effect 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 DAC policy.

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

- 3. **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) 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

The remainder of this page is intentionally left blank

ATTACHMENT A: PRICING FORM

FURNISH AND DELIVER:

Vendor shall provide pricing in the format below. Prices quoted shall be firm, fixed price, all-inclusive of materials, labor, transportation, per diem, lodging, general and administrative overhead, and profit. Vendor shall provide hourly rates for each position that is within its capacity to furnish, for both URBAN / SUBURBAN and RURAL locations (see list of locations in ATTACHMENT J: DENTAL CLINIC LOCATIONS)

NOTE: The Department will not reimburse any additional amount to the Vendor for overtime, worker’s compensation, holiday pay nor insurance or meal breaks.

A. URBAN / SUBURBAN LOCATIONS

ITEM #	JOB TITLE	HOURLY RATE
1	DENTIST	\$
2	DENTAL ASSISTANT	\$
3	DENTAL HYGIENIST	\$

B. RURAL LOCATIONS

ITEM #	JOB TITLE	HOURLY RATE
1	DENTIST	\$
2	DENTAL ASSISTANT	\$
3	DENTAL HYGIENIST	\$

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

Solicitation #: _____

Vendor Name: _____

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

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

The Vendor shall respond to questions below, as applicable.

PART I: HUB CERTIFICATION

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

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

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

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

PART II: PROCUREMENT OF GOODS - SUPPLIERS

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

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

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

PART III: PROCUREMENT OF SERVICES - SUBCONTRACTORS

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

If yes, then provide the following information:

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

Need more information?

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

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

ATTACHMENT E: CUSTOMER REFERENCE TEMPLATE

Solicitation #: _____

Vendor Name: _____

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

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

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

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

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

Solicitation #: _____

Vendor Name: _____

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

Vendor shall complete items 1 and 2 below.

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

If "YES":

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

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

NOTES:

- 1. The State will evaluate the additional risks, costs, and other factors associated with the utilization of workers outside of the United States prior to making an award.
- 2. Vendor shall provide notice in writing to the State of the relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing services under the Contract to a location outside of the United States.

All Vendor or subcontractor personnel providing call or contact center services to the State of North Carolina under the Contract **shall disclose** to inbound callers the location from which the call or contact center services are being provided.

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

Solicitation #: _____

Name of Vendor: _____

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

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

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

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

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

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

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

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

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

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

Signature _____ Date _____

Printed Name _____ Title _____

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

ATTACHMENT H: ALCOHOL/DRUG-FREE WORKPLACE POLICY

POLICY

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

PURPOSE

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

PROCEDURES/OPERATIONAL GUIDELINES

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

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

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

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

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

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

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

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

ATTACHMENT I: CRIMINAL HISTORY RECORD CHECK



NC Department of Adult Correction Criminal History Record Check

Section I (To be completed by Manager or designee)

Division _____ Section _____

Manager Name _____ Phone # _____

Purpose	Employment	Intern
	Investigation	Volunteer

Section II (Completed by Applicant/Employee)

Information is used for criminal history verification purposes. Only authorized employees and hiring authorities have access to submitted information.

Full Name Last _____ First _____ Middle _____

Maiden _____ ALL previously used last names _____

Race/Ethnic Origin _____ Description of "Other" _____

Date of Birth _____ Full SSN _____ Driver's License State _____ Number _____

Place of Birth City _____ State _____ High School City _____ State _____

Female _____
Male _____ Height: Feet _____ Inches _____ Weight _____ Color of: Hair _____ Eyes _____

List/describe all scars/tattoos/marks (If none, enter N/A)

NOTE: Enter **CURRENT ADDRESS** in the first line of the table below. If you have lived at your "Current Address" for less than five (5) years, you **must** enter all previous addresses to cover a minimum of five (5) years. If additional space is required, enter the information on the back of this form.

Street	City	State	Zip	County

I verify that the information provided is true, accurate and complete to the best of my knowledge.

Signature _____ Date _____

Section III (DCI Operator Use Only)

Date of Request _____

Clean Record - No convictions / No traffic violations
Clean Record other than Minor traffic violations (list below).

DCI Operator's Name _____

Possible Record	Pending	Unserved	Disposed
SID # _____	FBI# _____		
Date DCI Completed _____			

ATTACHMENT J: DENTAL CLINIC LOCATIONS

FACILITIES IN URBAN/SUBURBAN AREAS	
<p>ALBEMARLE CORR. INST. 4580 PO BOX 460 BADIN, NC 28009 SHIP TO: 44150 AIRPORT RD. NEW LONDON, NC 28127 STANLY COUNTY</p>	<p>NEUSE CORR. INST. 3060 701 STEVENS MILL RD. PO BOX 2087 GOLDSBORO, NC 27533 WAYNE COUNTY</p>
<p>CENTRAL PRISON HOSPITAL COMPLEX 4050 1300 WESTERN BLVD. 4285 MSC RALEIGH, NC 27603 WAKE COUNTY</p>	<p>NC CORRECTIONAL INSTITUTION FOR WOMEN 3010 1034 BRAGG STREET 4278 MSC RALEIGH, NC 27610 WAKE COUNTY</p>
<p>Craggy Corr. Ctr. 4630 2992 RIVERSIDE DR. ASHEVILLE, NC 28804 BUNCOMBE COUNTY</p>	<p>PIEDMONT CORR. INST. 3500 1245 CAMP ROAD SALISBURY, NC 28147 ROWAN COUNTY</p>
<p>EASTERN CORR. INST. 3400 2821 HWY 903 PO BOX 215 MAURY, NC 28554 GREENE COUNTY</p>	<p>GRANVILLE CORR. INST 1001 VEAZEY ROAD BUTNER, NC 27509 GRANVILLE COUNTY</p>
<p>HARNETT CORR. INST. 3805 1210 E. McNEIL ST. POST OFFICE BOX 1569 LILLINGTON, NC 27546 HARNETT COUNTY</p>	<p>WESTERN CORR. CTR. WMN 4635 55 LAKE EDEN RD. BLACK MTN., NC 28711 BUNCOMBE COUNTY</p>
<p>MAURY CORR. INST. 4875 2568 MOORE ROUSE RD. PO BOX 506 HOOKERTON, NC 28538 GREENE COUNTY</p>	

FACILITIES IN RURAL AREAS	
<p>ALEXANDER CORR. INST. 4870 633 OLD LANDFILL RD. TAYLORSVILLE, NC 28681 ALEXANDER COUNTY</p>	<p>ANSON CORR. INST. 4865 552 PRISON CAMP RD. PO BOX 280 POLKTON, NC 28135 ANSON COUNTY</p>
<p>AVERY MITCHELL CORR. INST. 4680 600 AMITY PARK RD. SPRUCE PINE, NC 28777 AVERY COUNTY</p>	<p>MORRISON CORR. INST. 3930 1573 MCDONALD CHURCH RD. PO BOX 169 HOFFMAN, NC 28347 RICHMOND COUNTY</p>

FACILITIES IN RURAL AREAS

<p>BERTIE CORR. INST. 4880 218 COOPER HILL RD. PO BOX 129 WINDSOR, NC 27983 BERTIE COUNTY</p>	<p>MOUNTAIN VIEW CORR. INST. 4855 PO BOX 689 545 AMITY PARK ROAD SPRUCE PINE, N.C. 28777 AVERY COUNTY</p>
<p>ROANOKE RIVER CORR. INST. 3305 HWY 561 W. PO BOX 137 TILLERY, NC 27887 HALIFAX COUNTY</p>	<p>NASH CORR. INST. 3710 PO BOX 600 2869 US HWY 64A NASHVILLE, NC 27856 NASH COUNTY</p>
<p>CASWELL CORR. CENTER 4415 444 COUNTY HOME ROAD PO BOX 217 BLANCH, NC 27212 CASWELL COUNTY</p>	<p>PAMLICO CORR. INST. 4850 601 N. 3RD ST. BAYBORO, NC 28515 PAMLICO COUNTY</p>
<p>CRAVEN CORR. INST. 3085 PO BOX 839 600 ALLIGATOR RD. VANCEBORO, NC 28586 CRAVEN COUNTY</p>	<p>PASQUOTANK CORR. INST. 3740 527 COMMERCE DRIVE ELIZABETH CITY, NC 27906 PASQUOTANK COUNTY</p>
<p>FOOTHILLS CORR. CTR. 3720 5150 WESTERN AVE. MORGANTON, NC 28655 BURKE COUNTY</p>	<p>PENDER CORR. INST. 4150 905 PENDERLEA HWY. POST OFFICE BOX 1058 BURGAW, NC 28425 PENDER COUNTY</p>
<p>HYDE CORR. INST. 4180 620 PRISON RD. PO BOX 278 SWAN QUARTER, NC 27885 HYDE COUNTY</p>	<p>SCOTLAND CORR. INST. 4860 22385 McGIRT'S BRIDGE RD. PO BOX 1808 LAURINBURG, NC 28353 SCOTLAND COUNTY</p>
<p>LUMBERTON CORR. INST. 4365 75 LEGEND RD PO BOX 1649 LUMBERTON, NC 28359-1649 ROBESON COUNTY</p>	<p>SOUTHERN CORR. INST. 3600 272 GLENN ROAD PO BOX 786 TROY, NC 27371 MONTGOMERY COUNTY</p>
<p>MARION CORR. INST. 3730 355 OLD GLENWOOD RD. PO BOX 2405 MARION, NC 28752 MCDOWELL COUNTY</p>	<p>TABOR CORR. INST. 4885 PO BOX 730 4200 SWAMP FOX HWY. 904 W. TABOR CITY, NC 28463 COLUMBUS COUNTY</p>
<p>WARREN CORR. INST. 4290 PO BOX 728 NORLINA, NC 27563 379 COLLINS ROAD MANSON, NC 27553 WARREN COUNTY</p>	