

STATE OF NORTH CAROLINA

DEPARTMENT OF ADULT CORRECTION

Invitation for Bids #: 52-IFB- 1759517753-PJW

NCDAC Correction Enterprise Vehicle Maintenance

Date of Issue: January 15, 2026

Bid Opening Date: February 03, 2026

At 2:00 PM ET

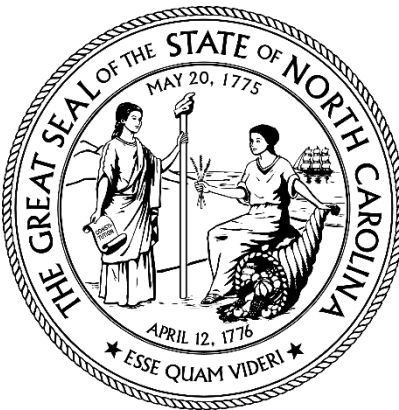
Direct all inquiries concerning this IFB to:

John Poucher

Contract Specialist II

Email: john.poucher@dac.nc.gov

Phone: 919-324-6474



STATE OF NORTH CAROLINA

Invitation for Bid

52-IFB-1759517753-PJW

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: John Poucher	Invitation for Bid #: 52-IFB-1759517753-PJW
	Bids will be publicly opened: February 03, 2026, at 2:00 PM ET
Using Agency: NCDAC	Commodity No. and Description: 781815 - Vehicle maintenance and repair services
Requisition No.: RQ196696	

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-1759517753-PJW

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 purpose of this Invitation for Bids (IFB) is to seek competitive bids from qualified vendors to establish an Agency Specific Term Contract to provide vehicle maintenance on vehicles for the North Carolina Department of Adult Correction during the contract period.

The North Carolina Department of Adult Correction (DAC) maintains a small fleet of tractors, trailers and other miscellaneous vehicles at its Central Supply Warehouse, Enterprise Warehouse, and Meat Processing Plant and other listed locations. The tractors and trailers are used by Department employees Monday through Friday to transport supplies, materials and dry goods to various correctional institutions and other Departmental agencies throughout the state.

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

1.1 CONTRACT TERM

The Contract shall have an initial term of one (1) year, beginning on the date of final Contract execution (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	January 15, 2026
Submit Written Questions	Vendor	January 23, 2026, by 2:00 PM ET
Provide Response to Questions	State	January 27, 2026
Submit Bids	Vendor	<u>February 03, 2026, by 2:00 PM ET</u> Microsoft Teams <u>Need help?</u> <u>Join the meeting now</u> Meeting ID: 235 900 750 391 13 Passcode: sG7a5C7C Dial in by phone <u>+1 984-204-1487,,926446708# United States, Raleigh</u> <u>Find a local number</u> Phone conference ID: 926 446 708# Join on a video conferencing device Tenant key: ncgov@m.webex.com Video ID: 111 558 779 5 <u>More info</u>
Contract Award	State	TBD

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-1759517753-PJW – 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) Vendor's Response. Section 6.1 Customer Service
- d) Completed version of ATTACHMENT A: PRICING FORM
- e) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- f) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- g) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

- h) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- i) Completed and signed version of CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL
- j) ATTACHMENT I: ALCOHOL/DRUG FREE WORKPLACE POLICY

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. Any alternate bid, in addition to the marking described above, must be clearly marked with the legend: "Alternate Bid # ___ [for 'name of Vendor']". 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, evaluated and award or awards made in each category will be based on the responsive bids(s) offering the lowest price that provides the estimated requirements as to breadth of lines, lowest cost per Category offered, quantity, quality, delivery, service, and/or geographical coverage, to include any required verifications set out herein 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 categories, to not award one or more categories, 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 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 complete the pricing line-item table included 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.

4.2 INVOICES

Vendor shall invoice the Purchasing Agency. The standard format for invoicing shall be Single Invoices meaning that the Vendor shall provide the Purchasing Agency with an invoice for each order. Invoices shall include detailed information to allow Purchasing Agency to verify pricing at point of receipt matches the correct price from the original date of order. The following fields shall be included on all invoices, as relevant:

Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyer's Order Number, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

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

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 BACKGROUND CHECKS

Any personnel or agent of Vendor performing Services under any Contract arising from this IFB may be required to undergo a background check at the expense of the Vendor, if so requested by the State.

4.7 PERSONNEL

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. “Professional manner” means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the 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.

4.8 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.

4.9 AGENCY INSURANCE REQUIREMENTS MODIFICATION

A. Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

- X Contract value in excess of the Small Purchase threshold, but up to \$1,000,000.00

4.10 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

Federal law prohibits recipients of federal funds, whether through grants, contracts, or cooperative agreements, from using those funds to influence or attempt to influence (lobby) a federal official in connection with obtaining, extending, or modifying any federal contract, grant, loan, or cooperative agreement. Further, federal law requires that applicants for federal funds certify:

- that they abide by the above restriction;
- that they disclose any permissible (non-federal) paid lobbying on the Federal Awards being applied for; and
- that such certification requirements will also be included in any subawards meeting the applicable thresholds.

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

4.11 TRANSPORTATION AND IDENTIFICATION

The Vendor shall deliver Free-On-Board (FOB) Destination to any requested location within the State of North Carolina with all transportation costs and fees included in the total bid price.

When an order is placed using a purchase order, the purchase order number shall be shown on all packages and shipping manifests to ensure proper identification and payment of invoices. If an order is placed without using a purchase order, such as via phone, the Buyer’s name shall be show on all packages. A complete packing list shall accompany each shipment. Vendors shall not ship any products until they have received an order.

4.12 WARRANTY

Manufacturer's standard warranty shall apply. Vendors shall include a copy of the manufacturer's standard warranty with the bid response.

5.0 SPECIFICATIONS AND SCOPE OF WORK

The Department intends to establish a contractual agreement with a qualified vendor who can provide scheduled preventative maintenance services, major and minor body repair, parts replacement, and miscellaneous repair services, both major and minor, for all Department-owned vehicles (predominately tractors and trailers) domiciled at the Central Supply Warehouse, 200 Leagan Drive, Raleigh, NC, the Enterprise Warehouse, 2301 Schieffelin Road Apex, NC, and the Meat Processing Plant, 1204 E McNeil St, Lillington, NC (the Department's designated work site under this contract). Delivery of these services is statewide in scope, as described in the paragraphs which follow.

A. VENDOR RESPONSIBILITIES

1. The Vendor shall begin and complete all scheduled and emergency work in a professional and workmanlike manner.
2. The vendor shall furnish all necessary parts, labor, transportation, equipment, tools, materials and supplies for each service requested.
3. The vendor shall warrant that all parts and materials replaced shall be new and free of defects and substandard workmanship for a period of time equal to the manufacturer's warranty, or for a period of one year, whichever is longer.
4. The vendor shall warrant all labor for repairs and parts replacement for a period of one year.
5. The vendor shall warrant that all service technicians are fully trained and factory certified to perform the work pursuant to the requirements of this agreement.
6. The vendor shall complete each project promptly, in accordance with generally accepted industry standards.
7. The vendor shall perform all preventative maintenance, routine repairs and minor parts replacement at the owner's site without reimbursement for travel for all work performed at the owner's site or other location specified by the Department within a twenty-mile radius of the Department's site. The locations are as follows:
 - Correction Enterprises Apex Warehouse 2301 Schieffelin Road Apex, NC 27502
 - Correction Enterprises Meat Plant 1204 E McNeil St, Lillington NC 27546
 - Correction Enterprises Maintenance Fleet 220 US Hwy 70 W Garner, NC 27529
 - Correction Enterprises Craggy Laundry 1405 Riverside Drive Asheville, NC 28804
 - Correction Enterprises Broughton Laundry 1000 S. Sterling St, Morganton, NC 28655
 - Correction Enterprises Fresh Produce 2575 Caledonia Drive Tillery, NC 27887
 - Correction Enterprises Sampson Laundry 120 North Blvd, Clinton, NC 28328
 - Correction Enterprises Sign Reclaiming 981 Priest Hill Rd, Carthage, NC 28327
 - Correction Enterprises Metal Products 248 Prison Camp Rd, Polkton, NC 28135
 - Correction Enterprises Woodworking 633 Old Landfill Rd., Taylorsville, NC 28681
 - Central Supply Warehouse 200 Leagan Drive Raleigh, NC 27603
 - Correction Enterprises Upholstery 633 Old Landfill Rd., Taylorsville, NC 28681
 - Correction Enterprises Janitorial 231 Soul City Blvd., Norlina, NC 27563
8. If a vehicle is disabled at the Department's Central Supply Warehouse, Enterprise Warehouse, or Meat Processing Plant, Vendor shall make needed repairs on site at any of the listed facilities listed in 5.0, A, 7 or make arrangements to tow the vehicle to vendor's garage, whichever is most expedient, economical and/or appropriate.
9. Vehicles and trailers requiring off-site repairs, which can be safely operated, shall be picked up, with the Department's written approval, from and, upon completion of work, returned to the owner's site by the vendor staff authorized by the vendor and licensed by the State of North Carolina to operate the specified vehicle. It shall be the unilateral determination of the vendor that the vehicle complies with all North Carolina regulations and laws permitting its safe and legal operation on State highways. Vehicles and trailers which are determined unsafe or illegal for operation shall be repaired on site or towed as described in 8.

B. Preventative Maintenance and DOT Inspections:

All parts, materials and supplies required (including but not limited to, oil, grease, filters, other fluids and lubricants, bulbs, etc.) for Preventative Maintenance of vehicles and trailers shall be provided by the Vendor at no additional costs to the Department. The Vendor shall perform Inspections and Preventative Maintenance as follows:

1. Perform yearly DOT Inspections as scheduled by the Department.

2. Trailer Preventative Maintenance Inspections/Repairs

Preventative Maintenance and service shall be performed once in a six (6) month period (or the manufacturer’s recommended intervals if more frequently and approved in writing by the Department). Trailers not scheduled for service during the month shall be visually inspected for any fluid leaks, tire tread depth, lights and general use problems that may occur between inspections at no additional charge to the Department.

Six (6) Month Trailer Inspection and Preventative Maintenance shall include:

- Check for air leaks
- Tire Pressure and Wear
- Lights and reflectors
- Doors
- Brake linings and adjustments
- Lubricate complete vehicle
- Wheel grease

c. DAC RESPONSIBILITIES

1. **Contact vendor to schedule work.**
2. **Provide vendor with convenient access to the vehicles and a suitable place to perform on-site work.**

It is imperative that all vehicles covered by this agreement be returned to service as quickly as possible. Therefore, the Department shall expect same-day or next-day service on all minor repairs and parts replacement. The Department shall also expect the Vendor to make a determined effort to promptly return to service those vehicles requiring major parts replacement and extensive repairs.

A vehicle covered by this agreement may experience a disabling mechanical failure on the road. When and if this occurs, the Vendor shall promptly make arrangements to repair the incapacitated vehicle at the site of the breakdown or make arrangements to have the vehicle towed to and repaired at another vendor’s garage - a third-party vendor - at (or convenient to) the breakdown location. Towing charges, outside of the established 20-mile radius of the Department’s work site, shall be paid by the Department at a per mile rate not to exceed the per mile rate bid in ATTACHMENT A: PRICING of this IFB. All travel and towing within the established 20-mile radius of the Department’s designated work site shall be at the Vendor’s expense. **The Vendor shall maintain and provide the Department with a twenty-four-hour, toll-free telephone number for emergency roadside services.** If a third-party garage is used, the Department’s Vendor shall reimburse the third-party (or parties if more than one third-party vendor is involved) for the work performed and then invoice the Department for the services, charging against the standing Department of Adult Correction purchase order. Before assigning work to a third-party vendor, however, Department’s Vendor must ensure that the assignee(s) can affect the needed repairs promptly and professionally, at a reasonable cost, and are willing to provide a warranty for parts and labor equal to or exceeding that of Department’s Vendor.

3. **Tractor/Truck Preventative Maintenance Inspection/Repairs**

The truck preventive maintenance program shall be performed at 10,000-mile intervals. A scheduled rotation of trucks per month shall be maintained so that all trucks are inspected and serviced in a 90-day period.

10,000 Mile Truck Inspection and Preventive Maintenance shall include:

- Change engine oil
- Change oil filter
- Lubricate entire vehicle
- Change fuel/water filter and add conditioner to eliminate mold/fungus/water that may be present in the fuel tank
- Check and adjust belt tension
- Check P/S fluid and leaks
- Check condition all hoses (tighten clamps)
- Check vehicle fluid leaks
- Check air leaks
- Check brake linings wear and adjust
- Check parking brakes and adjust

- Check all lights lamps and gauges
- Check and adjust clutch free travel
- Lube release bearing
- Check transmission fluid level
- Check u-joints and midshaft bearings
- Check differential oil level
- Check tires wear and air pressure
- Check battery terminals and posts
- Check and clean axle breathers
- Change air filter (per year or customer specs)

The vendor shall be responsible for any damage caused by vendor’s equipment and/or staff. The Vendor shall be responsible for the reclamation of all oil, fluids, parts and other waste materials generated and for the safe disposal of such off-site, in accordance with guidelines and requirements of EPA as well as rules and guidelines established by all local and state environmental regulatory bodies. Replaced parts shall be retained for Department’s inspection, if requested, prior to disposal as herein specified. Successful Vendor shall furnish proof of Liability Insurance before any work begins.

The Department reserves the right to add vehicles and additional facilities (work sites) within the State of North Carolina with the mutual consent of the Vendor

5.1 SPECIFICATIONS

EQUIPMENT COVERED

List of vehicles and trailers to be covered under this contract.

CATEGORY A - Equipment Listing Enterprise Apex Warehouse Vehicles

Apex	Plate#	Year	Make	Model
1	PP-3557	2014	Ford	Van
2	PP-6278	2014	Volvo	Tractor
3	PP-6277	2014	Volvo	Tractor
4	PP-6965	2015	Volvo	Tractor
5	PP-6966	2015	Volvo	Tractor
6	PP-6418		Great Dane	Trailer
7	PP-6419		Great Dane	Trailer
8		2019	Utility	VS2DX
9	PJ-4341	2008	Chevy	Silverado
10		2019	Utility	VS2DX
11		2019	Utility	VS2DX
12	PJ2568	2010	Volvo	Tractor
13	PJ-2567	2010	Volvo	Tractor
14	PJ-5475	2011	Volvo	Tractor
15	PJ-5477	2011	Volvo	Tractor
16		2019	CRTS	VS2DX
17	PJ-7875	2013	Volvo	Tractor
18	PJ-7877	2013	Volvo	Tractor
19	PJ-7878	2013	Volvo	Tractor
20	PJ-7879	2013	Volvo	Tractor
21	PJ-7880	2013	Volvo	Tractor
22	PA-7023	2017	Utility	VS2DX
23	PA-8945	2019	International	Tractor

Apex	Plate#	Year	Make	Model
24	PA-1366	2017	Utility	VS2DX
25	PA1364		Utility	Trailer
26	PM-7759	2000	Stoughton	Trailer
27	PM-7760	2000	Stoughton	Vantrailer
28	PP-2029		Wabash	Vantrailer
29	PP-2030		Wabash	Vantrailer
30	PP-2031		Wabash	Vantrailer
31	PP-2032		Wabash	Vantrailer
32	PP-2033		Wabash	Vantrailer
33	PP-2034		Wabash	Vantrailer
34	PP-2035		Wabash	Vantrailer
35	PP-2036		Wabash	Vantrailer
36	PP-2037		Wabash	Vantrailer
37	PP-2038		Wabash	Vantrailer
38	PL-4964		Great Dane	7311TA
39	PL-4965		Great Dane	7311TA
40	PL-5001		Great Dane	7311TA
41	PL-5002		Great Dane	7311TA
42	PL-7886		Great Dane	7311TA
43	PL-7887		Great Dane	7311TA
44	PK-4778		Trailer	N/A
45	PK-4777		Trailer	N/A
46	PL-4776		Trailer	N/A
47	PK-4775		Trailer	N/A
48	PK-7822		Trailer	N/A
49	PK-7823			N/A
50	PN-8538	1999	Great Dane	N/A
51	PN8540	1999	Great Dane	N/A
52	PN-8541	1999	Great Dane	N/A
53	PN-8539		Great Dane	731TTA
54	PN-9018	1999	Great Dane	N/A
55	PN-9019	1999	Great Dane	N/A
56	PJ-4155		International	Tractor
57	PJ-4157		Great Dane	N/A
58	PA-1365	2019	Utility	VS2DX
59	PJ-2352	1991	Utility	N/A
60	PK-8438	2008	Tautlinter	N/A
61	PK-8261	2008	Tautlinter	N/A
62	PT-8646	1991	Low Boy Trailer	
63	PA-1364	2017	Utility CRTS	VS2DX
64	PA-1367	1367	Utility	VS2DX
65	PA-2437	2437	Curtain trailer	TS2CHA
66	PA-2438	2438	Curtain trailer	TS2CHA
67	PA-2590	2590	ford	T350

Apex	Plate#	Year	Make	Model
68	PP-9153	2017	International	BUS
69	PJ-4156		Great Dane	Trailer
70	PK-8500		Ford	F250
71	PL-7439		Hoorton Trailer	H614TA
72	PP-6417		Great Dane	Vantrailer
73	PP-6420		Great Dane	Vantrailer
74	PP-9222		Freight Liner	Tractor
75	PS-3610	1991	Great Dane	Vantrailer
76	PW-3149	1984	Great Dane	Vantrailer
77	PJ-2464	2009	International	24' Box Truck
78	PJ-4155	2009	International	24' Box Truck

CATEGORY B - Equipment Listing Meat Processing Plant Vehicles

Meat Processing Plant	Plate#	Year	Make	Model
1	PA-1009	2006	Utility	Trailer
2	PK-2104	2006	International	4300SBA4X2
3	PJ-5474	2011	Volvo	VNL64T300
4	PJ-5473	2011	Volvo	VNL64T300
5	PJ-7881	2013	Volvo	VNL64T
6	PJ-7882	2013	Volvo	VNL64T
7	PP-6963	2015	Volvo	VNL64T
8	PP-6962	2015	Volvo	VNL64T
9	PK-9186	2009	Great Dane	Trailer
10	PK-9187	2009	Great Dane	Trailer
11	PK-9188	2009	Great Dane	Trailer
12	PJ-7448	2013	Utility	SB230
13	PJ-7449	2013	Utility	SB230
14	PA-1345	2006	CRT	Trailer
15	PJ-6348	2007	Great Dane	Trailer
16	PS-5934	1995	Utility	VS2R
17	PN-1932	1996	Utility	VS2R
18	PN-4446	1997	Utility	VS2R
19	PM-1115	1999	Utility	Trailer
20	PM-1114	1999	Utility	VS2R
21	PL-5206	2005	Utility	VS2RA
22	PL-9972	2006	Utility	VS2RA
23	PP-5842	2014	Great Dane	Trailer
24	PP-5843	2014	Great Dane	Trailer
25	PP-7436	2016	Great Dane	Trailer
26	PP-7435	2016	Great Dane	Trailer
27	PK-7965	2008	Ford	F350

Meat Processing Plant	Plate#	Year	Make	Model
28	PA-2803	2017	Great Dane	Trailer
29	PP-9975	2017	Yard Truck	Truck
30	PA-7826	2019	Great Dane	Trailer
31	PA-7827	2019	Great Dane	Trailer
32	PA-5727	2017	Great Dane	Trailer
33	PA-8949	2019	Chevolet	Pickup
34	PJ-5470	2011	Volvo	Tractor

CATEGORY C - Equipment Listing Maintenance Fleet

Maintenance Fleet	Plate#	Year	Make	Model
1	PA-2800	2017	FORD	F-350 TRK
2	PJ-1296	2008	FORD	F-250 TRK
3	PA-2401	2017	FORD	F-450
4	PJ-2522	2008	FORD	F-550 TRK
5	PA-6374	2018	FORD	F-450
6	PA-2801	2017	FORD	F-350
7	PJ-6129	2011	FORD	F-550 TRK
8	PJ-2452	2009	KRAFTSMAN TRAILER	
9	PJ-2453	2009	KRAFTSMAN TRAILER	
10	PL-3247	2003	KRAFTSMAN TRAILER	
11	PL-4116	2004	WELLS CARGO TRAILER	
12	PA-1080	2017	Rampart Trailer	
13	PA-2804	2017	Rampart Trailer	
14	PJ-2777	2010	Leonard Trailer	
15	PA-2529	2017	Horton Hauler Cargo Trlr	
16	PJ-3026	2010	Leonard Dump Trailer	
17	PJ-3277	2010	Leonard Dump Trailer	
18	PJ-6085	2011	Arin Cargo Trailer	

CATEGORY D - Equipment Listing Craggy Laundry

Craggy Laundry	Plate#	Year	Make	Model
1	PS-5553	1984	Great Dane	45 FT
2	PA6322	2002	Wabash	48 FT
3	PL7409	1993	Fruehauf	48 FT
4	PM7378	1975	Great Dane	
5	PN-2503	1990	Great Dane	48 FT
6	PL-9859	2001	Dodge	1500
7	PJ-6779	2011	Ford	F-250
8	PK8439	2008	Int	Day Cab
9	PK1897	2006	Ford	Box Truck

Craggy Laundry	Plate#	Year	Make	Model
10	PA8948	2019	Int	Day cab
11	PK4910	2006	Sterling	Day Cab
12	PP-6276	2015	Volvo	Day Cab

CATEGORY E - Equipment Listing Broughton Laundry

Broughton Laundry	Plate#	Year	Make	Model
1	PJ1971	2008	Ford	Pick Up
2	PA2436	2007	Great Dane	Trailer
3	PS5529	1994	Great Dane	Trailer
4	PP6275	2015	Volvo	Tractor
5	PA6881	2019	THOMAS	BUS
6	PA8938	2019	International	Tractor
7	PR3380	1995	International	Box Truck
8	PK-1524	2005	Chevy	26' Box Truck

CATEGORY F - Equipment Listing Fresh Produce

Fresh Produce	Plate#	Year	Make	Model
1	PA5544	2019	Volvo	Tractor
2	PA5545	2019	Volvo	Tractor
3	PA4527	2018	Ford	Pick-up
4	PP6964	2015	Volvo	Tractor
5	PP6264	2015	Volvo	Tractor
6	PJ7884	2013	Volvo	Tractor
7	PJ7885	2013	Volvo	Tractor
8	PP2668	2013	Volvo	Tractor
9	PJ6134	2011	Volvo	Tractor
10	PM5924	2001	International	Tractor
11	PL6756	2004	Ford	Van
12	PA4993	2018	Utility	Refrig.Trailer
13	PA5726	2018	Great Dane	Refrig.Trailer
14	PA1354	2017	Great Dane	Refrig.Trailer
15	PA1355	2017	Great Dane	Refrig.Trailer
16	PP2855	2014	Strickland	Box Trailer
17	PP2854	2014	Strickland	Box Trailer
18	PT7451	2013	Utility	Refrig.Trailer
19	PT7450	2013	Utility	Refrig.Trailer
20	PJ4370	2009	Great Dane	Refrig.Trailer
21	PK4521	2007	Great Dane	Refrig.Trailer
22	PL7378	2005	Utility	Refrig.Trailer
23	PL5207	2005	Utility	Refrig.Trailer

Fresh Produce	Plate#	Year	Make	Model
24	PL2024	2004	Dorsey	Refrig.Trailer
25	PM8069	2003	Great Dane	Refrig.Trailer
26	PM5927	2001	Walbash	Refrig.Trailer
27	PJ5643	2011	Ford	Pick-up
28	PN7335	1999	Ford	Ext. Cab Pick-up
29	PJ2462	2009	International	Tractor
30	PM2766	1991	Great Dane	Dry Box Trailer
31	PK4790	2007	Sterling	Tractor
32	PL9973	2006	Sterling	Tractor

CATEGORY G - Equipment Listing Sampson Laundry

Sampson Laundry	Plate#	Year	Make	Model
1	PA3821	2017	International	Tractor
2	PM8047	2002	International	Tractor
3	PA5546	2019	Volvo	Tractor
4	PM4998	2001	Freightliner	Tractor
5	N/A	2004	Yard Dog	Tractor
6	PP6490	2007	Freightliner	Tractor
7	PK9729	2003	Ford	Pick Up
8	PJ2045	1990	Great Dane	Trailer
9	PJ3290	1990	Great Dane	Trailer
10	PJ2746	1997	Utility	Trailer
11	PJ2046	1990	Great Dane	Trailer
12	PK4065	1998	Trailmobile	Trailer
13	PJ2748	2000	Trailmobile	Trailer
14	PM7379	1980	Great Dane	Trailer
15	PM7377	1974	Great Dane	Trailer
16	PJ2747	1990	Great Dane	Trailer
17	PN5692	1989	Great Dane	Trailer
18	PS8754	1984	Great Dane	Trailer
19	PJ2269	1990	Stoughton	Trailer
20	PJ3468	1997	Trailmobile	Trailer
21	PA5781	2018	FORD	Box Truck

CATEGORY H - Equipment Listing Sign Reclaiming

Sign Reclaiming	Plate#	Year	Make	Model
1	PK-7378	2008	Ford	F550
2	PM-2722	2000	Freightliner	Bus
3	PA-6882	2018	Thomas	Bus

4	PA-4529	2018	Ford	F250
5	PK-7820		Ford	Van
6	PJ-2437	2009	Ford	F-350 TRK
7	PJ-2438	2009	Ford	F-350 TRK
8	PJ-2439	2009	Ford	F-350 TRK

CATEGORY I - Equipment Listing Metal Products

Metal Products	Plate#	Year	Make	Model
1	PM-4997	2000	Ford	F-350
2	PK-7348	2008	Intern'l	Box
3	PP-7473	2015	Ford	F-350

CATEGORY J - Equipment Listing Woodworking

Wood Working	Plate#	Year	Make	Model
1	PP-6809	2015	Freightliner	24' Box Truck
2	PK-7821	2007	Ford	E-350 Van
3	PJ-6034	2011	Ford	F-250 Crewcab Diesel
4	PJ-2436	2009	Ford	F-250 Crewcab (gas)
5	PM-7498	2001	Chevy	24' Box Truck
6		2019	Freightliner	24' Box Truck

CATEGORY K - Equipment Listing Central Supply Warehouse

Central Supply	Plate#	Year	Make	Model
1	PL8926	2005	Freightliner	Tractor
2	PB3265	2009	Volvo	Tractor
3	PB3217	2009	Volvo	Tractor
4	PB1621	2011	Volvo	Tractor
5	PB2536	2012	Volvo	Tractor
6	PA2440	2017	Volvo	Tractor
7	PA3839	2018	Volvo	Tractor
8	PA3838	2018	Volvo	Tractor
9	PJ3790	2004	Ottawa	Yardspotter
10	PA1368	2016	Ford	Box Truck
11	PJ3789	2006	Freightliner	Box Truck
12	PK5729	2007	Ford	Cube Van
13	PL4619	2003	International	Rollback
14	PA4727	2018	Ford	Quad Cab 4x4
15	PP9974	2017	Ford	Quad Cab 4x4
16	PP8959	2016	Ford	Passenger Van

Central Supply	Plate#	Year	Make	Model
17	PA1547	2016	Ford	Passenger Van
18	PB2483	2020	Ford	Passenger Van
19	PP9694	2017	Kraftsman	car hauler trailer
20	PS3310	1991	Great Dane	PS3310 45' Trailer #13
21	PS3311	1991	Great Dane	PS3311 45' Trailer #14
22	PS6613	1993	Great Dane	PS6613 45' Trailer #15
23	PS9341	1993	Great Dane	PS9341 45' Trailer #16
24	PR8235	1996	Great Dane	PR8235 45' Trailer #17
25	PA5180	1996	Great Dane	PA5180 45' Trailer #18
26	PM1970	1997	Great Dane	PM1970 45' Trailer #19
27	PP9363	1997	Great Dane	PP9363 45' Trailer #20
28	PP9283	1997	Great Dane	PP9283 45' Trailer #21
29	PN2897	1997	Great Dane	PN2897 45' Trailer #22
30	PL4621	2004	Great Dane	PL4621 48' Trailer #23
31	PL4622	2004	Great Dane	PL4622 48' Trailer #24
32	PJ3041	1975	Fruehauf	PJ3041 45' Trailer #30
33	PK4921	2007	Trailmobile	PK4921 48' Trailer #26
34	PK7828	2008	Trailmobile	PK7828 48' Trailer #27
35	PJ4360	2009	Trailmobile	PJ4360 48' Trailer #28
36	PJ4359	2009	Trailmobile	PJ4359 48' Trailer #29
37	PB4279	2011	Strickland	PB4279 48' Trailer #31

CATEGORY L - Equipment Listing Upholstery

Upholstery Plant	Plate#	Year	Make	Model
1	PJ-2435	2009	F-250	Pickup

CATEGORY N - Equipment Listing Janitorial Plant

Janitorial Plant	Plate#	Year	Make	Model
1	PM-7654	2002	Continental Cargo Trail	PM-7654

5.2 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.

NCDAC Contract Administrator: John Poucher - Contract Specialist II - Division of Purchasing & Services - john.poucher@dac.nc.gov

NCDAC Contract Manager: Phillip C. Sykes - Chief Operating Officer - NC Correction Enterprises - phillip.sykes@dac.nc.gov

6.1 CUSTOMER SERVICE

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact shall be the State’s point of contact for customer service-related issues.

Customer Service Point of Contact	
Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

6.2 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.

6.3 ACCEPTANCE OF WORK

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

The State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise fail to conform to the Contract, the State may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

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 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 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 ATTACHMENTS

All attachments to this IFB are incorporated herein and shall be submitted by responding in the Sourcing Tool. These attachments can be found at the following Vendor Forms link for reference purposes only:

<https://ncadmin.nc.gov/documents/vendor-forms>

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 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 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 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 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 NCDAC policy.

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

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.

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 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: CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, & COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LL L, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subContracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Vendor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Vendor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Vendor's Authorized Official

Name and Title of Vendor's Authorized Official

Date

ATTACHMENT I: 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.