



# **STATE OF NORTH CAROLINA**

## **DEPARTMENT OF ADULT CORRECTION**

**Invitation for Bid #: 52-IFB-1606824318-PJW**

**PREA Audit Services**

**Date of Issue: July 21, 2025**

**Bid Opening Date: August 08, 2025**

**At 2:00 PM ET**

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

John Poucher

Contract Specialist II

Email: [john.poucher@dac.nc.gov](mailto:john.poucher@dac.nc.gov)

Phone: 919-324-6474



## STATE OF NORTH CAROLINA

### Invitation for Bid #

**52-IFB-1606824318-PJW**

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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.**

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Vendor Name

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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:<br><b>John Poucher</b> | Invitation for Bid #: 52-IFB-1606824318-PJW                   |
|   | Bids will be publicly opened: August 08, 2025, at 2:00 PM ET. |
| Using Agency: NCDAC   | Commodity No. and Description: 841116 – Audit Services        |
| Requisition No.: RQ203558   |   |

**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-1606824318-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.

|  |
|--|
| <p><b><u>FOR STATE USE ONLY:</u></b> Offer accepted and Contract awarded this _____ day of _____, 20____, as indicated on</p> <p>The attached certification, by _____.</p> <p style="text-align: center;"><b>(Authorized Representative of the Department of Adult Correction)</b></p> |
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## Contents

|             |  |           |
|-------------|--|-----------|
| <b>1.0</b>  | <b>PURPOSE AND BACKGROUND</b>  | <b>5</b>  |
| <b>1.1</b>  | <b>CONTRACT TERM</b>   | <b>5</b>  |
| <b>2.0</b>  | <b>GENERAL INFORMATION</b>   | <b>5</b>  |
| <b>2.1</b>  | <b>INVITATION FOR BID DOCUMENT</b>                                     | <b>5</b>  |
| <b>2.2</b>  | <b>E-PROCUREMENT FEE</b>   | <b>5</b>  |
| <b>2.3</b>  | <b>NOTICE TO VENDORS REGARDING IFB TERMS AND CONDITIONS</b>            | <b>6</b>  |
| <b>2.4</b>  | <b>IFB SCHEDULE</b>  | <b>6</b>  |
| <b>2.5</b>  | <b>BID QUESTIONS</b>   | <b>6</b>  |
| <b>2.6</b>  | <b>BID SUBMITTAL</b>   | <b>7</b>  |
| <b>2.7</b>  | <b>BID CONTENTS</b>  | <b>7</b>  |
| <b>2.8</b>  | <b>ALTERNATE BIDS</b>  | <b>8</b>  |
| <b>2.9</b>  | <b>DEFINITIONS, ACRONYMS, AND ABBREVIATIONS</b>                        | <b>8</b>  |
| <b>3.0</b>  | <b>METHOD OF AWARD AND BID EVALUATION PROCESS</b>                      | <b>8</b>  |
| <b>3.1</b>  | <b>METHOD OF AWARD</b>   | <b>8</b>  |
| <b>3.2</b>  | <b>CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION</b> | <b>8</b>  |
| <b>3.3</b>  | <b>BID EVALUATION PROCESS</b>  | <b>9</b>  |
| <b>3.4</b>  | <b>PERFORMANCE OUTSIDE THE UNITED STATES</b>                           | <b>9</b>  |
| <b>3.5</b>  | <b>INTERPRETATION OF TERMS AND PHRASES</b>                             | <b>10</b> |
| <b>4.0</b>  | <b>REQUIREMENTS</b>  | <b>10</b> |
| <b>4.1</b>  | <b>PRICING</b>   | <b>10</b> |
| <b>4.2</b>  | <b>INVOICES</b>  | <b>10</b> |
| <b>4.3</b>  | <b>TRANSPORTATION AND IDENTIFICATION</b>                               | <b>10</b> |
| <b>4.4</b>  | <b>FINANCIAL STABILITY</b>   | <b>10</b> |
| <b>4.5</b>  | <b>HUB PARTICIPATION</b>   | <b>11</b> |
| <b>4.6</b>  | <b>REFERENCES</b>  | <b>11</b> |
| <b>4.7</b>  | <b>BACKGROUND CHECKS</b>   | <b>11</b> |
| <b>4.8</b>  | <b>PERSONNEL</b>   | <b>11</b> |
| <b>4.9</b>  | <b>VENDOR’S REPRESENTATIONS</b>  | <b>11</b> |
| <b>4.10</b> | <b>AGENCY INSURANCE REQUIREMENTS MODIFICATION</b>                      | <b>11</b> |
| <b>4.11</b> | <b>LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS</b>              | <b>11</b> |
| <b>5.0</b>  | <b>SPECIFICATIONS AND SCOPE OF WORK</b>                                | <b>12</b> |
| <b>5.1</b>  | <b>SECRETARY OF STATE CERTIFICATE OF AUTHORITY</b>                     | <b>14</b> |
| <b>5.2</b>  | <b>CERTIFICATION</b>   | <b>14</b> |

**5.3 EXPERIENCE.....14**

**5.4 ORGANIZATION .....14**

**5.5 AUDIT PLAN .....15**

**5.6 DEVIATIONS.....15**

**6.0 CONTRACT ADMINISTRATION.....15**

**6.1 CONTRACT MANAGER.....15**

**6.2 CONTINUOUS IMPROVEMENT .....15**

**6.3 TRANSITION ASSISTANCE.....15**

**6.4 DISPUTE RESOLUTION.....15**

**6.5 CONTRACT CHANGES.....16**

**6.6 ATTACHMENTS .....16**

**6.7 DAC ADDITIONAL TERMS.....16**

**ATTACHMENT A: PRICING FORM .....17**

**ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.....18**

**ATTACHMENT E: CUSTOMER REFERENCE TEMPLATE.....20**

**ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR .....21**

**ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION .....22**

**ATTACHMENT H: CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, & COOPERATIVE  
AGREEMENTS.....23**

**ATTACHMENT I: ALCOHOL/DRUG-FREE WORKPLACE POLICY .....24**

## 1.0 PURPOSE AND BACKGROUND

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The purpose of this Invitation for Bid (IFB) is to seek competitive bids from qualified vendors to establish an Agency Contract to conduct and comply with audit requirements pursuant to national standard 114.401-.405 for the NC Department of Adult Correction. The auditor(s) shall use the appropriate instrument as developed by the US Department of Justice (USDOJ) for adult prisons and jails, or community confinement facilities to measure compliance with national standards to prevent, detect, and respond to sexual abuse in confinement settings. The contract shall begin by Audit Cycle VI: August 20, 2025, and shall be completed no later than August 19, 2028. All NCDAC facilities must be audited once within a three-year period.

**(NOTE: Auditor must be certified in either 1) Adult Prisons, or 2) Community Confinement standards in order to conduct the audit at a prison, or community confinement locations.)**

The NC DAC is committed to a standard of zero-tolerance of any undue familiarity or personal misconduct between our employees and offenders. We make a commitment to provide professional and appropriate services to our offender population and support to our staff for their roles in accomplishing these responsibilities. Our mission is to promote Adult Correction by the administration of a fair and humane system which provides reasonable opportunities for adjudicated offenders to develop progressively responsible behavior. The Prison Rape Elimination Act (PREA) of 2003 fits perfectly with that mission. The prevention and detection of Undue Familiarity in order to protect adult offenders while safeguarding our communities.

In August of 2012, the Department of Justice issued a final rule adopting national standards to prevent, detect, and respond to prison rape, as required by the Prison Rape Elimination Act of 2003 (PREA). The goal of this rulemaking is to prevent, detect and respond to sexual abuse in confinement facilities. NC DAC has worked diligently to adopt those requirements within its operations. The established rules state that during the first three (3) year period starting on August 20, 2013, and during each three (3) year period thereafter, the agency shall ensure that each facility operated by the agency, or by a private organization on behalf of the agency is audited at least once. This IFB will begin audit cycle VI Years 1-3 and bids should be structured with a tentative schedule based on the required cycle.

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

### 1.1 CONTRACT TERM

The Contract shall have an initial term of three (3) years, beginning on the date of final Contract execution (the "Effective Date") or August 20, 2025, whichever is later.

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

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### 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://eprocmnt.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://eprocmnt.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          | July 21, 2025   |
| Submit Written Questions      | Vendor         | July 29,2025, by 1:00 PN ET   |
| Provide Response to Questions | State          | August 04, 2025   |
| Submit Bids                   | Vendor         | August 08, 2025, by 2:00 PM ET<br><b>Microsoft Teams</b><br><a href="#">Join the meeting now</a><br>Meeting ID: 227 662 094 025 1<br>Passcode: sK7eG2rR<br><b>Dial in by phone</b><br><a href="#">+1 984-204-1487,,500797496#</a> United States,<br>Raleigh<br><a href="#">Find a local number</a><br>Phone conference ID: 500 797 496#<br><b>Join on a video conferencing device</b><br>Tenant key: ncgov@m.webex.com<br>Video ID: 115 715 618 2 |
| 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-1606824318-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 Contract Manager
- 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 # 52-IFB-1606824318-PJW [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

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### 3.1 METHOD OF AWARD

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

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

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

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

### 3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

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

Each Vendor submitting a bid to this IFB, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's bid or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting contract, and/or the

transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

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

### 3.3 BID EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

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

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

At the date and time provided in the IFB SCHEDULE Section above, unless modified by Addendum, the bids from each responding Vendor will be opened publicly and all offers (except those 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 upload in the Sourcing Tool. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

**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, 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 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 shown on all packages. A complete packing list shall accompany each shipment. Vendors shall not ship any products until they have received an order.

**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 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.

**4.5 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.**

**4.6 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 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.

**4.7 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.

**4.8 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.

**4.9 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.

**4.10 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

**4.11 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.

## 5.0 SPECIFICATIONS AND SCOPE OF WORK

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A. **SPECIFICATIONS** The specific items and any specifications that the Purchasing Agency is seeking are listed below. Items offered by the Vendor must meet or exceed the listed Specifications to be considered for award.

1) A plan identifying, in order, the facilities to be audited based on location within the state

a. The facilities to be audited are as follows:

**i. During Year 1: August 20, 2025- August 19, 2026:**

1. Eastern CI
2. Johnston CI
3. NCCIW
4. Orange CC
5. Lincoln CC
6. Hyde CI
7. Tyrrell CC
8. Pamlico CI
9. Odom CI
10. Rutherford CC
11. Caswell CI
12. Dan River CC
13. Granville CI
14. Warren CI
15. Carteret CC
16. Central Prison CI
17. Lumberton CI
18. Pasquotank CI (18)
19. North Piedmont CCW (Community Confinement)

**ii. During Year 2: August 20, 2026- August 19, 2027:**

1. Craven CI
2. Columbus CI
3. Albemarle CI
4. Southern CI
5. Scotland CI
6. Avery Mitchell CI
7. Foothills CI
8. Gaston CC
9. Catawba CC
10. Nash CI
11. Greene CC
12. Roanoke River CI
13. Franklin CC
14. Sanford CC
15. New Hanover CI
16. Pender CI
17. Harnett CI
18. Randolph CI
19. Brown Creek CC (19 prisons)
20. Robeson CRV (Community Confinement)
21. DART (Community Confinement)

**iii. During Year 3: August 20, 2027- August 19, 2028**

1. Sampson CI
2. Maury CI
3. Tabor CI
4. Bertie CI
5. Alexander CI
6. Caldwell CC
7. Piedmont CI
8. Craggy CI
9. Swannanoa CCW
10. Marion CI
11. Wilkes CC
12. Forsyth CC
13. Davidson CI
14. Mt. View CI
15. Neuse
16. Anson CI
17. Wake CC
18. Western CC for Women
19. Richmond CI (19 prisons)
20. Black Mountain Treatment Center (Community Confinement)

- 2) Audit of facilities across the state as identified by NC DAC.
- 3) Completed audit report of findings within thirty (30) days for submission to USDOJ as required in the audit process.

**B. The auditor shall:**

- 1) Review all relevant agency-wide policies, procedures, reports, internal and external audits, and accreditation for each facility type.
- 2) Review, at a minimum, a sampling of relevant documents and other records and information for the most recent one (1) year period.
- 3) Have access to, and shall observe, all areas of the audited facilities.
- 4) Submit a request for any relevant documents (including electronically and information).
- 5) Retain and preserve all documentation including e.g. video interview notes relied upon making audit determinations. Such documentation shall be provided to the Department of Justice upon request.
- 6) Interview a representative sample of offenders, residents, and detainees, and staff, supervisors, and administrators.
- 7) Review a sampling of any available videotapes and other electronically available data that may be relevant to the provisions being audited.
- 8) Conduct private interviews with offenders, residents, and detainees.
- 9) Attempt to communicate with community based or victim advocates who may have insight into relevant conditions in the facility.
- 10) Ensure that reports submitted to the agency are well written, documented in a manner that clearly explains how the agency complies with national standards, and accurate.
- 11) Abide by the requirements in the PREA Auditor Handbook and the Auditor Certification Agreement.
- 12) Provide a draft report to the agency before submission in Online Auditing System (OAS) to ensure accuracy.
- 13) Remain professional, respectful, and be willing to be a collaborative partner with the agency.
- 14) Affirm that they are a party to the contract that underlies each audit and attach the required documents to the PREA Audit Assignment System.
- 15) Sign individual agreements for each facility audited in accordance with the Audit Contract Requirements.
- 16) Provide a final or interim report within 45-days post onsite audits.

C. Audit contents and findings:

- 1) Each audit shall state whether the agency-wide policies and procedures comply with relevant PREA standards.
- 2) For each PREA standard, the auditor shall determine whether the audited facility reaches one (1) of the following findings:
  - a. Exceeds Standards (substantially exceeds requirement of standards)
  - b. Meets Standards (substantial compliance, complies in all material ways with the standard for the relevant review period)
  - c. Does Not Meet Standards (requires corrective action).

The audit summary shall indicate, among other things, the number of provisions the facility has achieved at each grade level.

- 3) Audit reports shall describe the methodology, sampling sizes, and basis for the auditor’s conclusions with regard to each standard provision for each audited facility, and shall include recommendations for corrective action.
- 4) Auditors shall redact any personally identifiable offender or staff information from their reports, but shall provide such information to the agency upon request, and may provide such information to the DOJ.

D. Audit contents and findings:

- 1) Any findings of “Does Not Meet Standards” with one or more standards will trigger a 180-day corrective action period.
- 2) The auditor and NC DAC shall jointly develop a corrective action plan to achieve compliance.
- 3) The auditor shall review any revised policy and procedures and/or re-inspected portions of a facility to ensure implementation of corrective actions.
- 4) After the 180-day corrective action period, the auditor shall issue a final determination as to whether the facility has achieved compliance with those standards requiring corrective action.

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

**5.1 SECRETARY OF STATE CERTIFICATE OF AUTHORITY**

Offeror shall submit a copy of their Certificate of Authority to transact business in the State of North Carolina prior to award.

**5.2 CERTIFICATION**

Offeror shall provide documentation of certification showing that they have been certified by the US Department of Justice.

- 1) An audit shall be conducted by:
  - a. A member of a correctional monitoring body that is not part of, or under the authority of, the agency (but may be part of, or authorized by, the relevant State or local government);
  - b. A member of an auditing entity such as an inspector general’s or ombudsperson’s office that is external to the agency; or
  - c. Other outside individuals with relevant experience.
- 2) All auditors shall be certified by the Department of Justice. The Department of Justice shall develop and issue procedures regarding the certification process, which shall include training requirements.
- 3) No audit may be conducted by an auditor who has received financial compensation from the agency being audited (except for compensation received for conducting prior PREA audits) within the three years prior to the agency’s retention of the auditor.
- 4) The agency shall not employ, contract with, or otherwise financially compensate the auditor for three years subsequent to the agency’s retention of the auditor, with the exception of contracting for subsequent PREA audits.

**5.3 EXPERIENCE**

The Offeror shall provide a description of experience with the Prison Rape Elimination Act and auditing.

**5.4 ORGANIZATION**

The offeror shall provide a list of how many full time, part time, and contractual staff is in their organization. They shall provide a list of the anticipated resources that will be assigned to this audit project including; total number of resources, their role, their title, and experience. Vendor shall provide descriptions and documentation of staff auditing expertise and experience.

**5.5 AUDIT PLAN**

The offeror shall provide a full audit plan and a timeframe for completion.

**5.6 DEVIATIONS**

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

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

**6.0 CONTRACT ADMINISTRATION**

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

**6.1 CONTRACT MANAGER**

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

| Contract Manager 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 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.

**6.4 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.

## 6.5 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.

## 6.6 ATTACHMENTS

All attachments to this RFP 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>

## 6.7 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](mailto: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 A: PRICING FORM**

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| ITEM # | DESCRIPTION                           | EXTENDED PRICE |
|--------|---------------------------------------|----------------|
| 1      | PRE-AUDIT ASSESSMENT (per facility)   |                |
| 2      | ON SITE AUDITS (per facility)         |                |
| 3      | AUDIT REPORT (per facility)           |                |
| 4      | CORRECTIVE ACTION PLAN (per facility) |                |
| 5      | TRAVEL EXPENSES (per facility)        |                |

**TOTAL EXTENDED PRICE PER FACILITY: \$** \_\_\_\_\_

**ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION**

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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](mailto:huboffice.doa@doa.nc.gov)

**ATTACHMENT E: CUSTOMER REFERENCE TEMPLATE**

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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**

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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?

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**NOTES:**

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

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**

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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**

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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**

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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.