



STATE OF NORTH CAROLINA

DEPARTMENT OF ADULT CORRECTION

Request for Proposal #: 52-RFP-840127315-CCG

Auxiliary Pharmacy Services

Date of Issue: October 3, 2023

Proposal Opening Date: October 31, 2023

At 2:00 PM ET

Procurement Lead:

Crystal Carlson

Procurement Specialist



STATE OF NORTH CAROLINA

Request for Proposal

52-RFP-840127315-CCG

For internal State agency processing, including tabulation of proposals, 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 proposal.
Failure to do so may subject your proposal 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 ALL Inquiries regarding this RFP to the procurement lead through the Message Board in the Sourcing Tool. See section 2.6 for details:

Request for Proposal #: 52-RFP-840127315-CCG

Proposals will be publicly opened: **October 31, 2023, at 2:00 PM ET**

[Microsoft Teams meeting](#)

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 234 718 088 759

Passcode: JBbRtb

Or call in (audio only)

[+1 984-204-1487,675697631#](#) United States, Raleigh

Phone Conference ID: 675 697 631#

Using Agency: Department of Adult Correction
Division of Comprehensive Health Services

Requisition No.: PR12622730

Commodity No. and Description: 851219 – Pharmaceutical Services

EXECUTION

In compliance with this Request for Proposals (RFP), 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 proposal, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this proposal 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 proposal, 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 RFP, 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 RFP, 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 proposal prior to submittal may render proposal invalid and it MAY BE REJECTED. Late proposals 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:

VALIDITY PERIOD

Offer shall be valid for at least one hundred twenty (120) 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 RFP.

ACCEPTANCE OF PROPOSAL

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

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

The attached certification, by _____.

(Authorized Representative of Department of Adult Correction)

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1.0 PURPOSE AND BACKGROUND

The North Carolina Department of Adult Correction (NCDAC), Division of Comprehensive Health Services, Pharmacy Services section is the primary provider of pharmaceutical services to the Division of Prisons statewide. The NCDAC is seeking supplemental (auxiliary) pharmacy services coverage for the Division of Prisons and Alcoholism and Chemical Dependency Programs. These pharmacy services must be provided through local pharmacies in close proximity to each facility with a courier option.

The North Carolina General Statutes, N.C.G.S. § 148-19, mandate the North Carolina Department of Adult Correction to provide healthcare services to all offenders, including preventive, diagnostic, and therapeutic care. Healthcare services, including professional pharmacy services, are provided to offenders within its care and custody located across all correctional facilities throughout the state, with a current population of approximately 30,000.

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

1.1 CONTRACT TERM

The Contract shall have an initial term of one (1) year, beginning on January 1, 2024 (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.

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

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

This RFP is comprised of the base RFP 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 RFP 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 RFP 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 RFP.

If Vendors have questions, issues, regarding any component of this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL 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 RFP 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 proposal or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

The State may exercise in its discretion to consider Vendor proposed modifications. By execution and delivery of this RFP 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 through 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 proposal as nonresponsive.

2.4 RFP SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFP	State	October 3, 2023
Submit Written Questions	Vendor	October 10, 2023, by 3:00 PM ET
Provide Response to Questions	State	October 13, 2023
Submit Proposals	Vendor	October 31, 2023, by 2:00 PM ET Microsoft Teams meeting Click here to join the meeting Meeting ID: 234 718 088 759 Passcode: JBbRtb Download Teams Join on the web Join with a video conferencing device ncgov@m.webex.com Video Conference ID: 112 981 638 2 Alternate VTC instructions Or call in (audio only) +1 984-204-1487,,675697631# United States, Raleigh Phone Conference ID: 675 697 631#
Contract Award	State	December 1, 2023
Effective Date	State	January 1, 2024

2.5 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the "Submit Written Questions" date and time provided in the RFP 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 RFP SCHEDULE Section of this RFP. Vendors

will enter “**RFP # 52-RFP-840127315-CCG – Questions**” as the subject of the message. Question submittals should include a reference to the applicable RFP 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 RFP. 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 RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the RFP and an addendum to this RFP.

2.6 PROPOSAL 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 proposal has been received as described in this RFP by the specified time and date of opening. Failure to submit a proposal in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor’s proposal(s). Solicitation responses are subject to Sealed Bidding requirements.

Vendor’s proposals 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.

If confidential and proprietary information is included in the proposal, also submit one (1) signed, REDACTED copy of the proposal. Such information may include trade secrets defined by N.C.G.S. § 66-152 and other information exempted from the Public Records Act pursuant to N.C.G.S. § 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 proposal with its proposal submission, the Department may release an unredacted version if a record request is received.

2.7 PROPOSAL CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this RFP 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 proposal, in the State's sole discretion.

Vendor shall include the following items and attachments in the Sourcing Tool:

- a) Cover Letter, which must contain the following: (i) a statement that confirms that the proposer has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP; (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- c) Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.
- d) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- e) Completed version of ATTACHMENT A: COST PROPOSAL
- f) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- g) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- h) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- i) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- j) Completed and signed version of ATTACHMENT H: ALCOHOL/DRUG-FREE WORKPLACE POLICY

2.8 ALTERNATE PROPOSALS

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

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this RFP 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.

- a) **AWP:** Average Wholesale Price
- b) **NCDAC:** The North Carolina Department of Adult Correction

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

N.C.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 qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the specific RFP Specifications and achieving the highest and best final evaluation, based on the criteria described below.

While the intent of this RFP 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 RFP 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 proposals received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFP 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 proposal to this RFP, 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 proposal 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 RFP or inquiries directed to the purchaser named in this RFP regarding requirements of the RFP (prior to proposal submission) or the status of the award (after submission) are excepted from this provision.

3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

The State will conduct a One-Step evaluation of Proposals:

Proposals will be received according to the method stated in the Proposal Submittal Section above.

All proposals must be received by the issuing agency not later than the date and time specified in the RFP 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 RFP SCHEDULE Section above, unless modified by Addendum, the proposal 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 are authorized, pursuant to N.C.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. If negotiation is anticipated, 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 proposal. Vendors are cautioned, however, that the evaluators are not required to

request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

3.4 EVALUATION CRITERIA

In addition to the general criteria in N.C.G.S. § 143-52 which may or may not be relevant to this RFP, all qualified proposals will be evaluated, and award made based on considering the following criteria, to result in an award most advantageous to the State:

BEST VALUE: “Best Value” procurement methods are authorized by N.C.G.S. § 143-135.9 and N.C.G.S. § 143B-1350(h). The award decision is made based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the Vendor’s offer; the Vendor’s past performance; and the evaluated probability of performing the specifications stated in the solicitation on time, with high quality, and in a manner that accomplished the stated business objectives and maintains industry standards compliance. The intent of “Best Value” procurement is to enable Vendors to offer and the Agency to select the most appropriate solution to meet the business objectives defined in the solicitation and to keep all parties focused on the desired outcome of a procurement.

A ranking method of source selection will be utilized in this procurement using evaluation criteria listed in order of importance in the Evaluation Criteria section below to allow the State to award this RFP to the Vendor(s) providing the Best Value and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with, or traded-off against, other non-price factors.

EVALUATION METHOD: Narrative and by consensus of the evaluating committee, explaining the strengths and weaknesses of each proposal and why the recommended awardee(s) provide the best value to the State.

All qualified proposals will be evaluated, and award made based on considering the following criteria listed in order of importance, to result in an award most advantageous to the State:

1. Vendor’s response to Specifications/Technical Approach, Sections 5.2 and 5.4.
2. Vendor’s response to Vendor Experience, Section 4.5
3. Vendor’s response to Project Organization, Section 5.3
4. Pricing, Attachment A: Cost Proposal

3.5 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 RFP, 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

3.6 INTERPRETATION OF TERMS AND PHRASES

This RFP 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 proposals 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 RFP. Except as specifically stated in the RFP, 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 proposal in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this RFP. By submitting a proposal, 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 RFP. 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 proposal, the Vendor is urged to submit these items in the form of a question during the question-and-answer period in accordance with the Proposal Questions Section above.

4.1 PRICING

Proposal 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: COST PROPOSAL and include in the Proposal. Vendor shall not invoice for any amounts not specifically allowed for in this RFP. 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

- A. The Vendor must submit one (1) monthly invoice within fifteen (15) calendar days following the end of each month in which work was performed.
- B. Electronic invoices must be submitted to Administrative Services at an email address to be determine upon award.
- C. Invoices must bear the correct contract number and purchase order number to ensure prompt payment. The Vendor’s failure to include the correct purchase order number may cause delay in payment.
- D. Invoices must contain the following information at a minimum: offender facility location, offender’s name, OPUS number or NCJOIN number, date of prescription, requesting provider, the medication requested, the quantity of the medication requested, and the total value of the prescription. Invoices should be sorted by Facility location. Invoices shall be provided in Excel format.

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 N.C.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 RFP 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 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

In addition, Vendor shall provide the name, title, email, and phone number for a minimum of (3) three clients for the firms provided under experience above. The State reserves the right to contact these clients to determine that the Services provided are substantially similar in scope to those proposed herein and Vendor's performance has been satisfactory. The information obtained may be considered as part of the evaluation of the proposal.

4.6 REFERENCES

Vendor shall submit with its bid proposal 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 Proposal.

4.7 BACKGROUND CHECKS

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

- A. Any **criminal felony conviction**, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation, or deception, by Vendor, its officers or directors, or any of its employees or other personnel to provide Services on this project, of which Vendor has knowledge, or provide a statement that Vendor is aware of none;
- B. Any **criminal investigation** for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification, or deception pending against Vendor of which it has knowledge, or provide a statement Vendor is aware of none;
- C. Any **regulatory sanctions** levied against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;
- D. Any **regulatory investigations** pending against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies of which Vendor has knowledge or a statement that there are none.
- E. Any **civil litigation**, arbitration, proceeding, or judgments pending against Vendor during the three (3) years preceding submission of its proposal herein or a statement that there is none.

Vendor's response to these requests shall be considered a continuing representation, and Vendor's failure to notify the State within thirty (30) days of any criminal litigation, investigation or proceeding involving Vendor or its then current officers, directors or persons providing Services under this Contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform Services under this Contract.

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 proposal 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 Proposal 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

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

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

5.0 SPECIFICATIONS AND SCOPE OF WORK

5.1 GENERAL

The NCDAC is seeking auxiliary pharmacy services coverage as described herein for the Division of Prisons and Alcohol and Chemical Dependency Programs. A list of the locations to be served is included in Appendix # A

5.2 SPECIFICATIONS

- A. Vendor shall contract with pharmacies in close proximity to each Division of Prison and Alcohol Chemical Dependency Program facility. A list of the NCDAC's facilities is provided in Appendix A and a list of pharmacies currently being utilized by NCDAC facilities is provided in Appendix B. If the Vendor has already contracted with pharmacies at the time of proposal

submission, it shall provide the list of pharmacies it has contracted within its proposal. If not, then within thirty (30) days after award, the Vendor shall provide NCDAC with the list of pharmacies it has contracted with.

- B. Vendor shall adhere to the NCDAC approved drug formulary and a predetermined dispensing quantity and cost limit. Any exception must be approved by the NCDAC Statewide On-Call Pharmacist. The drug formulary will be provided to the awarded Vendor upon award.
- C. Vendor shall offer courier delivery services to any facility provided in Appendix A upon request.
- D. Vendor shall provide monthly electronic dispensing reports which include at minimum, patient name, patient identifier, provider, drug name and strength, directions for use, quantity dispensed, prescription number, prescription cost, dispensing date, facility name, and name of approving NCDAC Statewide On-Call Pharmacist (if applicable). This report must be sortable by any of these criteria.
- E. Vendor shall email individual facility electronic dispensing reports to designated personnel on a monthly basis or upon request.
- F. Vendor shall offer electronic invoices and payment incentives.
- G. Vendor shall provide initial web-based training tutorial on Vendor managed local pharmacy program. Secondary training shall be provided at regional meetings, etc., or on an as needed basis.

5.3 PROJECT ORGANIZATION

Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person Vendor proposes to staff the work.

5.4 TECHNICAL APPROACH

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

In addition, the Vendor shall:

- A. Describe the correctional facilities' process for obtaining medications from a local pharmacy.
- B. Describe the Vendor's process for courier service requests, HIPAA compliance, and security measures.
- C. Describe the training to be provided to NCDAC.
- D. Describe any additional Vendor program features that can increase efficiencies, decrease labor, and realize cost savings.
- E. Vendor shall provide a sample invoice with their proposal.

6.0 CONTRACT ADMINISTRATION

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

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

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

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

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:	

Contact information for the DAC Contract Manager will be provided to the awarded Vendor.

6.2 POST AWARD PROJECT REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet bi-weekly for the first three (3) months and then monthly thereafter with the State for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

6.3 CONTINUOUS IMPROVEMENT

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

6.4 TRANSITION ASSISTANCE

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

6.5 DISPUTE RESOLUTION

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

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

6.6 CONTRACT CHANGES

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

6.7 DAC ADDITIONAL TERMS

1. **ALCOHOL/DRUG FREE WORKPLACE POLICY:** A copy of the Department's Alcohol/Drug Free Workplace Policy is attached to this solicitation. The contractor shall use reasonable and good faith efforts to ensure that employees/staff are aware of the Department's policy. The contractor understands that its employees/staff are required to abide by these standards. The contractor further understands that possession, use, manufacture, or distribution of illegal drugs or alcohol in violation of this policy, by employees/staff participating in the performance of this contract, may result in immediate termination of this contract for cause.
2. **PREA:** The NC Department of Adult Correction is committed to a standard of zero-tolerance pertaining to unduly familiar or sexually abusive behavior either by another juvenile or by staff, volunteer, vendor, contractor or party. Staff, volunteers, vendors, contractors or parties are strictly prohibited from engaging in personal dealings or any conduct of a sexual nature with any inmate or juvenile. Conversation and conduct with any inmate or juvenile must be professional at all times. Sexual acts between a juvenile or inmate and staff, volunteer, vendor, contractor or party may violate North Carolina law. Additionally, sexual acts between a juvenile or inmate and staff member will contradict the standards of the federal Prison Rape Elimination Act of 2003 (PREA). Such acts also may be punishable, at a minimum, as a Class E felony in North Carolina. Under North Carolina, consent of the inmate or juvenile may not be available as a defense for an individual who is charged criminally based on sexual conduct with the inmate or juvenile. Also, pursuant to PREA standards, no juvenile or inmate can consent to engage in sexual activity with staff, volunteers, vendors, contractors or parties. Any contractual facility will comply with the national standards to prevent, detect, and respond to PREA (115.12, 212, 312) and permit the Department to monitor this aspect of the contract to ensure compliance with the PREA standards.

As a valued partner with DAC, it is important to remember that if you become aware of a report of any incidents of unduly familiar or sexually abusive behavior or sexual harassment, you have a duty to report this information immediately to your contact person with the Agency, by email to prea@dac.nc.gov, or the DAC Communications office at (800) 368-1985.

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.

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

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

6.8 ATTACHMENTS

ATTACHMENT A: shall be returned with the Vendor RFP response in the Ariba Sourcing Tool.

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

ATTACHMENTS "D" through "I" shall be returned with the Vendor RFP response in the Ariba Sourcing Tool.

ATTACHMENT A: COST PROPOSAL

Vendor shall offer a firm fixed price, all inclusive of labor, materials, transportation, general and administrative overhead, and profit.

Quantities: The quantities indicated herein are estimates only and are submitted merely as a guide of the anticipated usage during the twelve (12) month period. It shall be understood and agreed that the State may purchase more or less than the estimated quantities during the contract period. The State shall not be obligated to purchase in excess of its normal requirements.

Medication Pricing: The Vendor shall provide a percentage discount off the average wholesale price (AWP) of medications for brand name and generic drugs.

Brand: AWP - _____%

Generic: AWP - _____%

Courier Delivery Service Fee: Delivery of prescriptions shall be determined by providing a flat fee for the first 10 miles of travel and then adding a fee for mileage for any miles over 10 miles. Mileage is determined by measuring the distance from the pharmacy to the facility, one way.

Standard Rate (Between the hours of 8AM and 5PM):

Courier Fee (up to the first 10 miles): _____

Mileage rate (per mile over first 10 miles): _____

After Hours Rate (between the hours of 5PM and 8AM the following day):

Courier Fee (up to the first 10 miles): _____

Mileage rate (per mile over first 10 miles): _____

Description of Service	Estimated Quantity	UOM	Unit Price	Extended Price
Pharmacy Dispensing Fee – per prescription	7,200	Each	\$	\$
Vendor Charge - per prescription	7,200	Each	\$	\$
			Total Cost	\$

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 disabled, disabled business enterprises, and non-profit work centers for the blind and severely disabled. This includes utilizing individual(s) from these categories as subcontractors to perform the functions required in this Solicitation.

The Vendor shall respond to questions below, as applicable.

PART I: HUB CERTIFICATION

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

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

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

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

PART II: PROCUREMENT OF GOODS - SUPPLIERS

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

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

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

PART III: PROCUREMENT OF SERVICES - SUBCONTRACTORS

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

If yes, then provide the following information:

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

Need more information?

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

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

ATTACHMENT E: CUSTOMER REFERENCE TEMPLATE

Solicitation #: _____

Vendor Name: _____

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

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

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

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

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

Solicitation #: _____

Vendor Name: _____

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

Vendor shall complete items 1 and 2 below.

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

If "YES":

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

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

NOTES:

1. The State will evaluate the additional risks, costs, and other factors associated with the utilization of workers outside of the United States prior to making an award.
2. Vendor shall provide notice in writing to the State of the relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing services under the Contract to a location outside of the United States.
3. All Vendor or subcontractor personnel providing call or contact center services to the State of North Carolina under the Contract **shall disclose** to inbound callers the location from which the call or contact center services are being provided.

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

Solicitation #: _____

Name of Vendor: _____

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

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

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

- ☐ The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.
- ☐ The Vendor is current on all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.
- ☐ The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.
- ☐ The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of The Contract.
- ☐ He or she is authorized to make the foregoing statements on behalf of the Vendor.

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

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

Signature_____
Date_____
Printed Name_____
Title

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

ATTACHMENT H: ALCOHOL/DRUG-FREE WORKPLACE POLICY

POLICY

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

PURPOSE

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

PROCEDURES/OPERATIONAL GUIDELINES

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

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

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

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

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

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

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

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

APPENDIX A: NCDAC PRISON FACILITIES

FACILITY NAME:	PHYSICAL ADDRESS	PHONE
Albemarle	44150 Airport Road, New London, NC 28127	(704) 422-3036
Alexander	633 Old Landfill Rd. Taylorsville, N.C. 28681	(828) 632-1331
Anson	552 Prison Camp Rd. Polkton, N.C. 28135	(704) 695-1013
Anson Minimum	248 Prison Camp Rd. Polkton, NC 28135	(704) 694-2622
Avery Mitchell	600 Amity Park Rd. Spruce Pine, N.C. 28777	(828) 765-0229
Bertie	218 Cooper Hill Rd. Windsor, N.C. 27983	(252) 794-8600
Black Mountain Substance Abuse Treatment Center for Women	1449 North Fork Road, Black Mountain, NC 28711	(828) 669-4174
Burke CRV Center	5161 Western Ave., Morganton, NC	(828) 433-4036
Caldwell	480 Pleasant Hill Rd. Lenoir, N.C. 28645	(828) 726-2509
Carteret	1084 Orange St. Newport, N.C. 28570	(252) 223-5100
Caswell	444 County Home Rd. Blanch, N.C. 27212	(336) 694-4531
Catawba	1347 Prison Camp Rd. Newton, N.C. 28658	(828) 466-5521
Central Prison	1300 Western Blvd. Raleigh N.C. 27606	(919) 733-0800
Columbus	1255 Prison Camp Rd. Whiteville, NC 28472	(704)642-3285
Craggy	2992 Riverside Drive Asheville, N.C. 28804-8909	(828) 645-5315
Craven	600 Alligator Rd. Vanceboro, N.C. 28586	(252) 244-3337
Dan River	981 Murray Rd. Blanch, N.C. 27212	(336) 694-1583
Dart Cherry Program	1302 West Ash Street, Goldsboro, NC 27530	(919) 731-7930
Davidson	1400 Thomason St. Lexington, N.C. 27292	(336) 249-7528
Eastern	2821 NC Highway 903, Maury, NC 28554	(252) 747-8101
Foothills	5150 Western Ave. Morganton, N.C. 28655	(828) 438-5585
Forsyth	307 Craft Dr. Winston Salem, N.C. 27105	(336) 896-7041
Franklin	5918 Hwy 39 South Bunn, N.C. 27508	(919) 496-6119
Gaston	520 Justice Court, Dallas, N.C. 28034	(704) 922-3861
Granville	1001 Veazey Rd. Butner, N.C. 27509	(919) 575-3070
Greene	2699 Hwy 903 Maury, N.C. 28554	(252) 747-3676
Harnett	1210 E. McNeill St. Lillington, N.C. 27546	(910) 893-2751
Hyde	620 Prison Road, Fairfield, NC 27826	(252) 926-1810
Johnston	2465 US 70W Smithfield, N.C. 27577	(919) 934-8386
Lincoln	464 Roper Drive Lincoln, N.C. 28092	(704) 735-0485
Lumberton	75 Legend Road, Lumberton, N.C. 28358	(910) 618-5574
Marion	355 Old Glenwood Rd. Marion, N.C. 28752	(828) 659-7810
Maury	2568 Moore Rouse Road, Hookerton, NC 28538	(252) 747-1400
Mt. View	545 Amity Park Rd. Spruce Pine, N.C. 28777	(828) 766-2555
Nash	2869 US HWY 64A Nashville, NC 27856	(252) 459-4455
NCCIW	1034 Bragg St. Raleigh, N.C. 27610	(919) 733-4340
Neuse	701 Stevens Mill Rd., Goldsboro, NC 27530	(919) 731-2023
New Hanover	330 Division Drive, Wilmington, N.C. 28401	(910) 251-2666
North Piedmont CRV Center	1541 East Old Highway 64	(336) 242-1259
Orange	2110 Clarence Walters Rd. Hillsborough, N.C. 27278	(919) 732-9301
Pamlico	601 N. 3rd. St. Bayboro, N.C. 28515	(252) 745-3074
Pasquotank	527 Commerce Dr. Elizabeth City, N.C. 27906	(252) 331-4881
Pender	906 Penderlea Highway, Burgaw, N.C. 28425	(910) 259-8735
Piedmont	1245 Camp Rd. Salisbury, N.C. 28147	(704) 639-7540

Randolph	2760 US 220 Business, Asheboro, NC 27203	(336) 625-2578
Richmond	1573 McDonald Church Road, Hoffman, NC 28347	(910) 281-3161
Roanoke River	2787 Caledonia Drive, Tillery, NC 27857	(252) 826-5621
Roanoke River Medium	1984 Caledonia Drive, Tillery, NC 27857	(252) 826-5621
Robeson CRV Center	803 NC Hwy 711, Lumberton, NC	(910) 618-5535
Rutherford	549 Ledbetter Rd. Spindale, N.C. 28160	(828) 286-4121
Sanford	417 Advancement Center Road, Sanford, NC 27330	(919) 776-4325
Scotland	22385 McGirts Bridge Rd., Laurinburg, N.C. 28352-6602	(910) 844-3078
Southern	272 Glen Rd. Troy, N.C. 27371	(910) 572-3784
Tabor	4600 Swamp Fox Hwy., West Tabor City, NC 28463	(910) 653-6413
Tyrrell	620 Snell Rd. Columbia, N.C. 27925	(252) 796-1085
Wake	1000 Rock Quarry Rd. Raleigh, N.C. 27605	(919) 733-7988
Warren	379 Collins Road, Manson, N.C. 27553	(252) 456-3400
Western CCW	55 Lake Eden Rd. Black Mtn. N.C. 28711	(828) 259-6000
Wilkes	404 Statesville Rd. N. Wilkesboro, N.C. 28659	(336) 667-4533

APPENDIX B: PHARMACIES CURRENTLY BEING UTILIZED BY PRISON FACILITIES

Facility Address	Primary Pharmacy	Secondary Pharmacy
Albemarle Correctional Institution 44150 Airport Road New London, NC 28127	Medical Pharmacy in Albemarle	Medical Center Pharmacy Albemarle, 320 Yadkin St, Albemarle NC 28001 (704) 982-9179
Alexander Correctional Institution 633 Old Landfill Road Taylorsville, NC 28681	People's Drug / Taylorsville (828) 632-2271	Office Practice of Pharmacy / Taylorsville
Alexander Correctional Institution Minimum 633 Old Landfill Road Taylorsville, NC 28681		
Anson Correctional Institution 552 Prison Camp Road Polkton, NC 28135	CVS in Marshville 6713 E Marshville Blvd, Marshville, NC 28103 704-624-2156 Fax-704-624-3765	CVS 1156 E Caswell St, Wadesboro, NC 28170 <u>(704) 694-2153</u>
Anson Correctional Institution Minimum 248 Prison Camp Road Polkton, NC 28135	CVS in Marshville 6713 E Marshville Blvd, Marshville, NC 28103 704-624-2156 Fax-704-624-3765	CVS 1156 E Caswell St, Wadesboro, NC 28170 <u>(704) 694-2153</u>
Avery Mitchell Correctional Institution 600 Amity Park Lane Spruce Pine, NC 28777	Mission Health Mauzy Phillips Pharmacy 189 Hospital Drive Spruce Pine, NC 28777 (828) 766-2950	Ingles Pharmacy 125 Greenwood Road Spruce Pine, NC 28777 (828) 765-0235
Bertie Correctional Institution 218 Cooper Hill Road Windsor, NC 27983	Pittman's Pharmacy 305 W. Granville Street Windsor, NC 27983 (252) 794-3431	
Black Mountain Substance Abuse Treatment Center for Women 1449 North Fork Road Black Mountain, NC 28711	Health Ridge Pharmacy (828) 669-9970	
Burke CRV 5161 Western Avenue Morganton, NC 28655	CVS of Morganton #06401200 N. Green St, Morganton, NC 28655 (828) 437-3141	CVS of Rutherford College 301 US 70, Valdese, NC 28690 (828) 874-2119
Caldwell Correctional Center 480 Pleasant Hill Road Lenoir, NC 28645	Cajah's Mtn Drug / Cajah Mtn 2006 Connelly Springs Rd Lenoir, NC (828) 726-8632	
Roanoke Correctional Institution 2787 Caledonia Drive Tillery, NC 27887	Walgreens 101 Smith Church Road Roanoke Rapids, NC 27870 (252) 535-4037	

Facility Address	Primary Pharmacy	Secondary Pharmacy
Roanoke Correctional Institution Minimum 1984 Caledonia Drive Tillery, NC 27887		
Carteret Correctional Center 1084 Orange Street Newport, NC 28570	CVS Pharmacy 129 Nine Foot Road Newport, NC. 28570 252-777-4279	
Caswell Correctional Center 444 County Home Road Blanch, NC 27212	North Village Pharmacy 1493 Main St B, Yanceyville, NC 27379 <u>(336) 694-4104</u>	Walgreens 603 S Scales St Reidsville NC 27320
Catawba Correctional Center 1347 Prison Camp Road Newton, NC 28658	Tas Drug / Maiden (828)428-0668	
Columbus Correctional Institution 1255 Prison Camp Road Whiteville, NC 28472	Guitons Drug Store 801 South Madison Street Whiteville, NC 28472 910-642-4188	
Central Prison 1300 Western Blvd Raleigh, NC 27606		
Craggy Correctional Center 2992 Riverside Drive Asheville, NC 28804	CVS Woodfin (828) 645-2498	
Craven Correctional Institution 600 Alligator Road Vanceboro, NC 28586	Vanceboro Pharmacy 421 Farm Life Ave. Vanceboro, NC 28586 (252) 244-1086	Walgreens 2001 Neuse Blvd New Bern NC 28560 (252) 672-8365
Dan River Work Farm 981 Murray Road Blanch, NC 27212	North Village Pharmacy 1493 Main St B, Yanceyville, NC 27379 <u>(336) 694-4104</u>	Walgreens 603 S Scales St Reidsville NC 27320
Dart Cherry Program 1302 West Ash Street Goldsboro, NC 27530	Walgreens 2606 E ash Street Goldsboro, NC 27534 (919)751-5548 Fax (919)-751-8194	Wayne Pharmacy 2302 Wayne Memorial Drive Goldsboro, NC 27534 (919) 735-2055 Fax (919) 7351109
Davidson Correctional Center 1400 Thomason Street Lexington, NC 27292	Lexington Drug Store/Lexington (336) 296-1536	

Facility Address	Primary Pharmacy	Secondary Pharmacy
Eastern Correctional Institution 2821 Hwy 903 N. Maury, NC 28554	Realo Pharmacy 104 Parkwood Drive Snow Hill, NC 28580 (252) 747-7004	Walgreens 915 SE 2nd Street Snow Hill NC. 28580 (252) 747-6512
Foothills Correctional Institution 5150 Western Avenue Morganton, NC 28655	CVS of Morganton #06401 200 N. Green St, Morganton, NC 28655 (828)437-3141	CVS of Rutherford College 301 US 70, Valdese, NC 28690 (828) 874-2119
Foothills Correctional Institution Minimum 5156 Western Avenue Morganton, NC 28655	CVS of Morganton #06401 200 N. Green St, Morganton, NC 28655 (828)437-3141	CVS of Rutherford College 301 US 70, Valdese, NC 28690 (828) 874-2119
Forsyth Correctional Center 307 Craft Drive Winston Salem, NC 27105	Walgreen's / Winston Salem (336) 744-8029	CVS of Winston Salem
Franklin Correctional Center 5918 NC Hwy 39 S. Bunn, NC 27508	CVS 102 N Bickett Blvd, Louisburg NC, 27549 919-496-6111	Walgreens 25 Burke Blvd, Louisburg NC, 27549 919-496-2541
Gaston Correctional Center 520 Justice Court Dallas, NC 28034	CVS / Dallas 3126 Dallas High Shoals Hwy Dallas, NC 28034 (704) 922-5257	
Greene Correctional Institution 2699 HWY 903 N. Maury, NC 28554	Realo Pharmacy 104 Parkwood Drive Snow Hill, NC 28580 (252) 747-7004	Walgreens 915 SE 2nd Street Snow Hill NC. 28580 (252) 747-6512
Harnett Correctional Institution 1210 E. McNeill Street Lillington, NC 27546	Hogan's Pharmacy 815 W Front St. Lillington NC 27546 (910)893-4544	
Hyde Correctional Institution 620 Prison Road Swan quarter, NC 27885	O'Neal's Drug Store 820 W. Main Street Belhaven NC 27810 (252) 943-2643	Walgreens Pharmacy 418 US Hwy 264 Bypass Belhaven NC 27810 (252) 943-6260
Johnston Correctional Institution 2465 US 70 West Smithfield, NC 27577	Walgreens 424 N Brightleaf Blvd Smithfield, NC 27577 919-989-4058	

Facility Address	Primary Pharmacy	Secondary Pharmacy
Lincoln Correctional Center 464 Roper Drive Lincolnton, NC 28092	Sentry Drug / Lincolnton (704) 732-1194	
Lumberton Correctional Institution 75 Legend Road Lumberton, NC 28358	Drugs America 103 E 24th St, Lumberton, NC 28358 P: 910-739-4196 F: 910-739-0086	
Marion Correctional Institution 355 Old Glenwood Road Marion, NC 28752	Marion Pharmacy / Marion (828) 652-5426	CVS Marion
Marion Correctional Institution Minimum 4019 Hwy 226 South Marion, NC 28752	Marion Pharmacy / Marion (828) 652-5426	CVS Marion
Maury Correctional Institution 2568 Moore Rouse Road Hookerton, NC 28538	Realo Pharmacy 104 Parkwood Drive Snow Hill, NC 28580 (252) 747-7004	Walgreens 915 SE 2nd Street Snow Hill NC. 28580 (252) 747-6512
Richmond Correctional Institution 1573 McDonald Church Road Hoffman, NC 28347	Mabry's Drug & Home Care 41 W Main St, Hamlet, NC 28345 P: 910-582-1776 F: 910-582-2506	
Mountain View Correctional Institution 545 Amity Park Road Spruce Pine, NC 28777	Mission Pharmacy-Blue Ridge 189 Hospital Drive, Spruce Pine N.C. 28777 P: 828-766-2950 F: 828-766-2953	CVS Pharmacy 12121 S Hwy. 226 Spruce Pine, N.C. 28777 P: 828-765-7076 F: 828 765 5627
Nash Correctional Institution 2869 US Hwy 64A Nashville, NC 27856	Walgreens # 7548 2624 Sunset Avenue Rocky Mount, NC 27804 252-937-4999	
NC Correctional Institution for Women 1034 Bragg Street Raleigh, NC 27610		
NC Correctional Institution for Women Minimum 1201 South State Street Raleigh, NC 27610		

Facility Address	Primary Pharmacy	Secondary Pharmacy
Neuse Correctional Institution 701 Stevens Mill Road Goldsboro, NC 27530	Wayne Pharmacy 2302 Wayne Memorial Dr Goldsboro, NC 27530 919-735-4034	Walgreens 2202 Wayne Memorial Drive Goldsboro, NC 27534 919-739-5539
New Hanover Correctional Center 330 Division Drive Wilmington, NC 28401	CVS Pharmacy 3302 Market St. Wilmington, NC 28403. Phone: 910-772-0686	
North Piedmont CRV 1541 East Old Hwy 64 Lexington, NC 27292	Lexington Family Pharmacy 800 E. Center St. Lexington, NC 27292 Phone: 336-237-0648 Fax: 336-237-0684	Lexington Drug Company 405 E Center St, Lexington, NC 27292 Phone: 336-296-1536 Fax: 336-248-6722
Orange Correctional Center 2110 Clarence Walters Road Hillsborough, NC 27278	Walgreens 200 US-70, Hillsborough, NC 27278 Phone: 919-732-6263 Fax: 919-644-0312	
Pamlico Correctional Institution 601 North Third Street Bayboro, NC 28515	Bayboro Pharmacy 702 Main Street Bayboro NC 28515 (252) 745-5539	CVS 10775 NC Hwy 55E Grantsboro NC 28529 (252) 745-3911
Pasquotank Correctional Institution 527 Commerce Drive Elizabeth City, NC 27909	Walgreens 1700W Ehringhaus St, Elizabeth City, NC 27909 phone 252-331-1201	Tarheel Pharmacy 902 Roanoke Road Elizabeth City, NC 27909 (252) 384-1000
Pender Correctional Institution 906 Penderlea Hwy Burgaw, NC 28425	Rocky Point Pavilion Pharmacy POC: Elizabeth Locklear 7910 US Highway 117 S Unit 110 Rocky Point, NC phone: 910-210-2030	Walmart Pharmacy #7243 908 NC Hwy 53 E Burgaw, NC 28425 Phone: 910-789-6006 Fax: 910-789-6007
Piedmont Correctional Institution 1245 Camp Road Salisbury, NC 28147	Cannon Pharmacy / Salisbury (980) 892-0700	
Piedmont Correctional Institution Minimum 1245 Camp Road Salisbury, NC 28147	Cannon Pharmacy / Salisbury (980) 892-0700	

Facility Address	Primary Pharmacy	Secondary Pharmacy
Granville Correctional Institution 1001 Veazey Road Butner, NC 27509	Walgreens 1560 NC-56 Hwy Creedmoor, NC 27522 919-528-1538	Walgreens 6405 Fayetteville Road Durham, NC 27703 919-544-6430
Randolph Correctional Center 2760 South Fayetteville Street Asheboro, NC 27205	Prevo Drug Sunset Avenue Asheboro, NC 27205 336-625-7311	Walgreens Pharmacy 207 N Fayetteville St, Asheboro · (336) 633-7611
Robeson CRV 803 NC Hwy 711 Lumberton, NC 28360	Drugs America 103 E 24th St, Lumberton, NC 28358 P: 910-739-4196 F: 910-739-0086	
Rutherford Correctional Center 549 Ledbetter Road Spindale, NC 28160	Spindale Drug 101 W. Main St. 828-286-3746	
Sampson Correctional Institution 700 Northwest Blvd Clinton, NC 28328	Clinton Drug Co. 307 Beaman St. Clinton, NC 28328 910-592-8444	
Sanford Correctional Center 417 Advancement Court Road Sanford, NC 27330	Walgreens 1956 S. Horner Blvd Sanford, NC 27330 (919) 775-4361	
Scotland Correctional Institution 22383 McGirt's Bridge Road Laurinburg, NC 28352	Medical Village Pharmacy 517 Lauchwood Dr, Laurinburg, NC 28352 P: 910-276-1154 F: 910-276-0082	Drugs of America in Lumberton
Scotland Correctional Institution Minimum 22383 McGirt's Bridge Road Laurinburg, NC 28352		
Southern Correctional Institution 272 Glen Road Troy, NC 27371	Standard drug 522 Allen St, Troy, NC 27371 M-F 9am-6pm Sat. 9am-1pm (910) 572-2070	Walmart Pharmacy 201 Montgomery Crossing, Biscoe, NC 27209 M-F 9am-7pm Sat. 9am-6pm Sun 10am-5pm
Southern Correctional Institution Minimum 272 Glen Road Troy, NC 27371	Walmart Pharmacy 10-2908 201 Montgomery Crossing, Biscoe, NC 27209 Phone: 910-572-1396 Fax: 910-572-1478	
Western Correctional Center for Women 55 Lake Eden Road Black Mountain, NC 28711	CVS / Black Mtn (828) 669-2992	

Facility Address	Primary Pharmacy	Secondary Pharmacy
Tabor Correctional Institution 4600 Swamp Fox Hwy West Tabor City, NC 28463	Dameron Discount Drugs 100 S Main St, Tabor City, NC 28463 P: 910-653-3089 F: 910-653-5839	
Tabor Correctional Institution Minimum 4600 Swamp Foxy Hwy West Tabor City, NC 28463		
Tyrrell Prison Work Farm 620 Snell Road Columbia, NC 27925	Columbia Pharmacy 214 Main Street Columbia, NC. 27925 252-796-2421	
Wake Correctional Center 1000 Rock Quarry Road Raleigh, NC 27610	Walgreens 4408 Newbern Ave. Raleigh, NC 919-231-6419	
Warren Correctional Institution 379 Collins Road Mason, NC 27553	Walgreens Pharmacy E. Macon Street Warrenton, NC 27589 Phone (252) 257-2922 Fax (252) 257-5221 M-F 9am-9pm, Sat. 9am-7pm, Sun 1pm-6pm	
Wilkes Correctional Center 404 Statesville Road Hwy 115 North Wilkesboro, NC 28659	Brame Huie / Wilkesboro (336) 838-8988	Walgreens / Wilkesboro