

THE COMMONWEALTH OF MASSACHUSETTS

EXECUTIVE OFFICE OF PUBLIC SAFETY & SECURITY DEPARTMENT OF CORRECTION

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Request for Response (RFR)

Document Title: Certified PREA Auditor and Related

COMMBUYS Bid #: BD-27-1025-DOCFS-FISCM-131064

Agency Document Number (RFR): 27-DOC-1000-PREA

Issue Date: July 2nd, 2026

Please Note: This is a single document associated with a complete Bid (also referred to as Solicitation) that may be found on [COMMBUYS](http://www.commbuys.com) (www.commbuys.com). Bidders are responsible for reviewing and adhering to all information, forms, and requirements for the entire Bid, which are incorporated into the Bid. Bidders also may contact the OSD Help Desk at OSDHelpDesk@mass.gov or by phone at 1-888-MA-STATE (627-8283). The OSD Help Desk is staffed from 8:00 p.m. to 5:00 p.m. Monday through Friday, Eastern Time, except during federal, state, and Suffolk county holidays.

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Glossary

In addition to the definitions found in 801 CMR 21.00, which apply to all procurements for goods and services, the definitions found below apply to this Solicitation:

Agency – See Department.

Bid – While a bid may generally refer to an offer or response submitted in response to a Solicitation or Request for Response (RFR), in COMMBUYS, a “bid” refers to the solicitation, RFR or procurement.

Department/DOC – The Massachusetts Department of Correction, the purchasing agency.

Bidder – An individual or organization proposing to enter a Contract to provide a Commodity or Service, or both, to or for a Department or the State.

The utilization of the term Bidder in these RFR references vendors during the bid submission process.

Contract – A legally enforceable agreement between a Contractor and a Department. ANF, OSD and CTR shall jointly issue Commonwealth Terms and Conditions, a Standard Contract Form and other forms or documentation that Departments shall use to document the Procurement of Commodities or Services, or both. COMMBUYS refers to Contract records as “Purchase Orders” or “Blanket Purchase Orders.”

For the purpose of this procurement, the Contract shall consist of the following documents in order of priority: (1) the Commonwealth Terms and Conditions; (2) the executed Standard Contract Form; (3) the DOC’s Request for Response; (4) the Contractor’s Response to the DOC’s RFR, excluding any language stricken by the Department as unacceptable and including any negotiated terms and conditions allowable pursuant to 801 CMR 21.00.

Department Contract Manager – See Strategic Sourcing Services Lead.

Contractor – An individual or organization which enters a Contract with a Department or the State to provide Commodities or Services, or both.

The RFR document delineates obligations that are the responsibility of the Contractor.

Evaluation – The process, conducted by the Strategic Sourcing Team, of reviewing, scoring and ranking the submitted Quotes and Proposals related to this Bid.

Request for Response (RFR) The mechanism used to communicate Procurement specifications and to request Quotes from potential Bidders. An RFR may also be referred to as a “Bid” or “Solicitation.”

Facility - An institution of the DOC, including all prisons, correctional centers, pre-release centers, the Massachusetts Treatment Center (MTC), any modular expansion, any reopened Facility, and any new Facility.

Response – The Bidder’s complete submission (or “Quote” as referenced in COMMBUYS) in response to a Solicitation, in other words, a “Bid” or “Proposal.”

Solicitation – See Request for Response (RFR).

Strategic Sourcing Team (SST) – Representatives from various eligible entities and interested stakeholders that design procurements, develop specifications, conduct Solicitations, evaluate responses to Bids and award Statewide or Department Contracts. The SST also monitors Contractor performance through performance measures and the level of customer satisfaction throughout the life of the Contract. In some agencies, SSTs are referred to as “Procurement Management Teams (PMT).”

Strategic Sourcing Services Lead (SSL) – Individual designated by the procuring Department to lead the Strategic Sourcing Team and the solicitation and resulting Contract. In some agencies SSLs are referred to as “Procurement Team Leads (PTL).” COMMBUYS Refers to the SSL in the Header Information section of a Bid as the “Purchaser”.

1. RFR INTRODUCTION AND GENERAL DESCRIPTION

1.1. PROCUREMENT SCOPE AND DESCRIPTION

The Massachusetts Department of Correction (“Department”) in order to remain compliant with the Prison Rape Elimination Act of 2003, Pub. L. No. 108-79, 117 Stat. 972 (2003), codified as amended at 42 U.S.C.S. § 15601 et seq. (2014), is soliciting the services of one or more Prison Rape Elimination Act (“PREA”) certified auditors to conduct PREA Audits.

During the term of the resulting contract, the Department and any authorized Eligible Entities may request audit services for Facilities or locations not specifically identified within this solicitation, provided such services are substantially similar in nature to the scope of services described herein.

For any additional audit services requested during the contract term, Contractors shall provide a scope of services and pricing consistent with the pricing structure submitted in their response. Any services falling outside the established pricing structure shall be subject to mutual written agreement by both parties.

1.2. APPLICABLE PROCUREMENT LAW

This Bid is issued under the following law(s):

- MGL c. 7, § 22; c. 30, § 51, § 52; and 801 CMR 21.00 (Goods and Services)

1.3. NUMBER OF AWARDS

The Department seeks multiple Contractors. The intent of this RFR is to establish and maintain a list of pre-qualified Contractors from which the Department, its Facilities and the other Commonwealth agencies defined as eligible entities, can utilize.

1.4. ADDING CONTRACTORS AFTER INITIAL CONTRACT AWARD

This is a Rolling Enrollment Contract. Under the rolling enrollment process, the RFR does not close, allowing Bidders to respond at any point during the life of the solicitation. However, all Contracts resulting from this RFR will expire simultaneously. The Department will not accept new bids that are received less than 6 months away from the maximum and final end date of the solicitation.

1.5. ELIGIBLE ENTITIES

Any Contract resulting from this Bid will be open for use to the Issuing Entity (DOC), the Massachusetts County Sheriffs, and all agencies under the oversight of the Executive Office of Public Safety and Security (EOPSS). This is a Non-Statewide/Limited User Contract.

Each of these Commonwealth agencies will be responsible for executing its own purchase orders and paying its own invoices for goods and/or services acquired from this Contract.

1.6. ACQUISITION METHOD(S)

The acquisition method(s) to acquire goods and/or services from this Solicitation are:

- Fee for Service
- This is a rate Contract

1.7. PERFORMANCE AND PAYMENT TIME FRAMES WHICH CONTINUE BEYOND DURATION OF CONTRACT

All term or other agreements for services entered during the duration of this Contract and whose performance and payment time frames extend beyond the duration of this Contract, shall remain in effect for performance and payment purposes (*limited to the time frame and services established per each written agreement*). No new agreements for services may be executed after the Contract has expired.

1.8. CONTRACT DURATION

The expected duration of this Contract is as follows:

Contract Duration	Number of Options	Number of Years/Months
Initial Duration		Up to 2 Years
Renewal Options	2 options	Up to 2 Years Each Option
Total Maximum Contract Duration		6 Years

No goods may be ordered and no new leases, rentals, maintenance, or other agreements for services may be executed after the Contract has expired.

1.9. ESTIMATED VALUE

The estimated value of this Bid is \$24,000.00 annually projected from the last 10 years of spending history. The Commonwealth makes no guarantee that any commodities or services will be purchased from any Contract resulting from this Bid. Any estimates or past procurement volumes referenced in this Bid are included only for the convenience of Bidders and are not to be relied upon as any indication of future purchase levels.

The Department is looking for the “Best Value” response, which is timely, which supports the required performance outcomes, and which provides the greatest quantity of services at the highest quality.

2. ESTIMATED PROCUREMENT CALENDAR

EVENT	DATE
Bid / RFR Release Date	July 2nd, 2026 @ 1:00 PM EST
Written Questions Opened	Upon Release of RFR
Deadline for Submissions of Bidder Written Questions	July 22nd, 2026 @ 2:00 PM EST
Official Answers for Bid Q&A Published <i>(Estimate)</i>	July 29th, 2026 @ 2:00 PM EST
Bid Amendment Deadline <i>(Bid Docs Will Not Be Amended After This Date)</i>	August 31st, 2026 @ 5:00 PM EST
Deadline for Quote/Bid Responses <i>("Bid Opening Date/Time" In Commbuy's)</i> <i>Please Note: This is a Rolling Enrollment Bid and after initial award bids can be received up until 6 months prior to max end date of the contract.</i>	Initial Bids due by: September 1st, 2026 @ 2:00 PM EST
Evaluation of Initial Bid Responses <i>(Estimate)</i> <i>Please Note: After initial ongoing-Rolling Enrollment Bids will be evaluated upon submission.</i>	Initial Bids will be evaluated in September 2026
Best and Final Offer due from Selected Bidders	October 2026
Notification of Apparent Successful Bidder(s) <i>(Estimate)</i>	November 2026
Negotiations <i>(Estimate)</i>	December 2026
Estimated Contract Start Date	January 1 st , 2027

Times are Eastern Standard/Daylight Savings (US), as displayed on the COMMBUYS system clock displayed to Bidders after logging in. If there is a conflict between the dates in this Procurement Calendar and dates in the Bid's Header, the dates in the Bid's Header on COMMBUYS shall prevail. Bidders are responsible for checking the Bid record, including Bid Q&A, on COMMBUYS for Procurement Calendar updates.

2.1. POINT OF CONTACT

All formal communication during the bidding period shall be only through the designated point of contact and all submissions shall be via COMMBUYS.

The prime point of contact for this solicitation will be:

SST Leader Name: Tiffany Myers

Email address: tiffany.myers@doc.state.ma.us

2.2. CONTRACT MANAGEMENT

The “Purchaser” contact listed in the Master Blanket Purchase Order on COMMBUYS for this Contract is the Department’s Contract Manager.

The Department’s Contract Manager is the point of contact for interested Bidders during the procurement process. Bidders are prohibited from communicating directly with any employee of the procuring Department or any member of the SST regarding this RFR except as specified in this RFR, and no other Department employee or representative is authorized to provide any information or respond to any question or inquiry regarding this RFR.

The Department’s Contract Monitor is the Department employee responsible for managing and administering the Contract upon award. The Department’s Contract Monitor will be the point of contact for the successful Bidder and Contractor concerning day to day operational matters and the performance of duties of the Contract.

Contract Manager:

Tiffany Myers

Tiffany.myers@doc.state.ma.us

Contract Monitor:

Russ Caissie

Russell.caissie@doc.state.ma.us

For Technical issues regarding COMMBUYS registration, system access, or electronic bid submission, bidders shall contact the COMMBUYS Help desk or the Operational Services Division at OSDHelpDesk@mass.gov or calling the Help desk at 888-627-8283 Monday – Friday 8:00 AM-5:00 PM EST.

2.3. QUESTIONS AND ANSWERS REGARDING THE RFR

Questions and clarification requests shall be minimized or aggregated to the extent possible. **All questions and clarification requests shall be made by the Bidder by pressing the “Bid Q&A” tab for the RFR in COMMBUYS.** Responses to requests for clarification or questions will be provided in writing and issued by the Strategic Sourcing Team Leader via COMMBUYS. In addition, the Department of Correction reserves the right to, in its sole discretion, not answer all questions submitted by Bidders. It is the Bidder’s responsibility to verify the receipt of questions and clarification requests.

Questions may be asked only prior to the deadline for submission of questions stated in the estimated procurement calendar. Bidders are responsible for entering content suitable for public viewing since all the questions will be accessible to the public. Bidders must not include any information that could be considered personal, security sensitive, inflammatory, incorrect, collusory, or otherwise objectionable, including information about the Bidder’s company or other companies. The SST reserves the right to edit or delete any submitted questions that raise any of these issues or that are not in the best interest of the Department or this bid. All answers are final when posted. Any subsequent revisions to previously provided answers will be dated.

2.4. AMENDMENT DEADLINE

The SST reserves the right to make amendments to the Bid after initial publication. It is each Bidder’s responsibility to check COMMBUYS for any amendments, addenda, or modifications related to this Bid. The SST and the Department accept no responsibility and will provide no accommodation to Bidders who submit a quote based on an out-of-date Bid or on information received from a source other than COMMBUYS.

3. SPECIFICATIONS

The Massachusetts Department of Correction (DOC) is issuing this Request for Response (RFR) to solicit services from qualified, Department of Justice (DOJ) certified Prison Rape Elimination Act (PREA) Auditors to perform PREA audits of DOC Facilities in compliance with federal and state requirements, including 28 C.F.R. Part 115 and 801 CMR 21.00.

The selected Contractor(s) shall conduct PREA audits according to the standards established by the DOJ PREA Resource Center and the PREA Audit Instrument. These audits are essential to ensuring the DOC's continued compliance with the Prison Rape Elimination Act of 2003 (PREA), Pub. L. No. 108-79, codified at 42 U.S.C. §15601 et seq.

Background - Massachusetts Department of Correction

The Massachusetts Department of Correction (DOC) houses approximately 6,100 Incarcerated Individuals in 13 correctional Facilities ranging in security levels to include maximum, medium and minimum / prerelease. All Facilities are accredited by the American Correctional Association (ACA).

PREA Auditor Qualifications:

PREA standard §115.402 specifies that audits shall be conducted by 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*); a member of an auditing entity such as an inspector general's or ombudsperson's office that is external to the agency; or other outside individuals with relevant experience.

The standards also require that an auditor cannot have received financial compensation from the agency being audited (*except for compensation received for conducting prior PREA audits*) within three years prior to the agency's retention of the auditor; and the agency cannot 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.

Beyond these requirements, the qualifications are:

- Significant experience in auditing, monitoring, quality assurance, investigations, or substantially similar experience with the facility type or set of standards in which certification(s) is sought. When seeking dual certification in more than one set of standards, three years of relevant experience in one setting, along with at least one-year relevant experience in the second setting is adequate to qualify the applicant for dual certification.
- Hold a bachelor's degree from an accredited college or university, or equivalent relevant experience (*as defined by DOJ PREA standards*).
- Two references from professionals in the field related to a relevant set of standards. Individual applicants who work for a state-level auditing or compliance entity (*e.g., an employee of a state inspector general's office*), and PREA Coordinators, may submit the endorsement of their employing entity as a substitute for references.
- Pass a CORI/SORI background check in accordance with M.G.L. c. 6 §§167–178B.
- Hold an active DOJ PREA Auditor Certification, provided by the PREA Resource Center.

The Contractor shall comply fully with Public Law 108-79 (*The Prison Rape Elimination Act of 2003*) and the U.S. Department of Justice PREA Standards, 28 CFR Part 115, Subparts A–D.

Specifically, the Contractor shall:

- Maintain an active PREA Auditor certification issued by the PREA Resource Center and provide proof of certification renewal every three (3) years.
- Adhere to the PREA audit methodology and procedures set forth in 28 CFR §§115.401–405, including documentation retention and corrective action verification.

- Immediately report any knowledge, suspicion, or information regarding sexual abuse, sexual harassment, retaliation, or staff misconduct in accordance with 28 CFR §115.61 to the DOC PREA Coordinator and facility Superintendent.
- Protect all Incarcerated Individual and staff information obtained in the performance of the audit in accordance with 28 CFR §115.501 and the Massachusetts Public Records Law (M.G.L. c. 66). Personally identifiable information shall not be disclosed to any third party.
- The Contractor and all personnel assigned to perform services under this Contract shall successfully complete all training, security screening, and clearance procedures required by the Department prior to being granted facility access authorization. Such requirements may include, but are not limited to, Prison Rape Elimination Act (PREA) training, Sexual Harassment/Abuse Response Prevention Program (SHARPP) training, Criminal Offender Record Information (CORI) review, National Crime Information Center (NCIC) review, and any additional security screening or clearance procedures deemed necessary by the Department. The Department reserves sole discretion in determining whether Contractor personnel are authorized to access Department facilities.
- Abide by all current and future Department PREA-related policies, including updates made during the contract period.

Failure to maintain PREA compliance, certification, or reporting obligations shall constitute grounds for immediate contract termination for cause.

3.1. SCOPE OF SERVICES – PREA AUDIT REQUIREMENTS

For purposes of this RFR, each facility shall constitute one audit. The audited Facilities as of **05/04/2026** are:

Facility Type	Facilities	Operational Capacity *1	Gen. Pop. Beds *2	Operational Occupancy *3	Support Beds *4	Total Facility Occupancy
Max	MCI CEDAR JUNCTION @ WALPOLE *6	0	0	0%	0	0
	SOUZA - BARANOWSKI CORRECTIONAL	1444	1121	78%	137	1258
Medium	MASSACHUSETTS TREATMENT CENTER	703	541	77%	10	551
	MCI CEDAR JUNCTION @ WALPOLE*6	0	0	0%	0	0
	MCI FRAMINGHAM	668	217	32%	25	242
	MCI NORFOLK	1367	1056	77%	47	1103
	MCI SHIRLEY *5	1034	960	93%	109	1069
	NCCI GARDNER	908	699	77%	13	712
	OLD COLONY CORRECTIONAL CENTER	582	480	82%	52	532
Min	NCCI GARDNER (Minimum) *7	0	0	0%	0	0
	OCCC (Minimum) *8	0	0	0%	0	0
Min / Pre-Release	BOSTON PRE-RELEASE	200	47	24%	0	47
	NECC @ CONCORD	277	178	64%	0	139
	PONDVILLE CORRECTIONAL CENTER	204	139	68%	0	139
DOC Facilities Total Custody Population		8039	5707	71%	393	6100

1. Operational capacity is the number of beds authorized for safe and efficient operation of the facility. It does not include beds reserved for discipline, investigations, infirmary or other temporary holds for special purposes.
2. Incarcerated individuals in general population beds represent incarcerated individuals housed in units designated to be part of the operational capacity.
3. The operational occupancy is based on facility occupancy and does not include those housed in support beds.
4. Incarcerated individuals in support beds represent incarcerated individuals housed in units dedicated to housing for special purposes.
5. The Massachusetts Department of Correction has suspended the operations of housing units that hold minimum-security and pre-release incarcerated individuals at MCI-Shirley and South Middlesex Correctional center.
6. MCI Cedar Junction concluded housing operations in June 2023
7. MCI - Concord was closed in June 2024
8. Old Colony Correctional Center min. concluded housing operations in October 2024

3.2. PREA AUDIT SCOPE OF WORK

Auditors shall perform all audit phases in accordance with DOJ PREA standards and the PREA Audit Tool. The scope includes Pre-Audit, Audit, and Post-Audit activities as outlined below.

3.3. PRE-AUDIT

During this phase, the Contractor, at a minimum, shall:

- Provide a notification for posting to each Facility's Superintendent indicating that the Facility will be audited. Notification must be provided at least 60 days prior to the audit. The Contractor shall provide contact information on the notification. The Contractor shall provide the same notification to the Department's Contract Monitor and PREA Coordinator.
- Initial audit review of MA DOC Pre Audit Questionnaire: Adult Prisons and Jails. The Pre Audit Questionnaire will be forwarded by the MA DOC PREA Coordinator no less than six weeks prior to the first Facility audit. The auditor will review the MA DOC responses to the Pre Audit Questionnaire and conduct follow-up calls with PREA Coordinator as well as designated PREA Compliance Managers to get clarification and explain the audit process.
- At least two weeks prior to the audit, the Contractor shall review the submitted MA DOC Questionnaire, Facility Specific Questionnaire and relevant policies and procedures specific to audit.
- Based on the review of the MA DOC Pre Audit Questionnaire, the Auditor shall begin the Auditor Compliance tool.
- Provide with the Contract Monitor and PREA Coordinator a work plan including a timeline for completing the audit and date to provide a final report that shall be mutually agreed upon by the parties.

3.4. AUDIT

During this phase, the Contractor, at a minimum, shall:

- Auditors will conduct Facility tours, specifically PREA Audit. Each area of the facility should be observed as the PREA Standards require. The auditor shall pay attention to:
 - How well the Incarcerated Individuals are supervised
 - How cameras and/or other monitoring technologies are used
 - Blind spots and other indicators that an area of the facility is not monitored in a way that keeps Incarcerated Individuals safe from sexual abuse
 - It may be necessary to go back and look at areas of the facility after the tour if a review of investigative files, other documentation, or interviews lead the auditor to have questions about safety and/or supervision
- Auditor will review all relevant reports and additional documents as necessary.
- Auditor will review a sample of any available videotapes and any other electronic data if available that may be relevant to the requirements of the audit.
- Conduct interviews utilizing the PREA Interview Questions (*in accordance with the Department of Justice approved PREA Audit Instrument provided by the PREA Resource Center*) specific to the following positions:
 - Commissioner
 - PREA Coordinator
 - PREA Compliance Managers
 - Facility Superintendent
 - Random selection of staff
 - Specialized staff (*e.g., Investigators, Medical/Mental Health, Training*)
 - A minimum of ten (10) Incarcerated Individuals during the facility audit visit. The Incarcerated Individuals will be randomly chosen by the auditor from a list of all the Incarcerated Individuals in the facility.
- Ensure all interviews occur in private, secure settings that protect confidentiality.
- Comply with all DOC facility access and security procedures.

3.5. POST- AUDIT

During this phase, the Contractor, at a minimum, shall:

- The Auditor shall finalize the Audit Report to be submitted to each audited facility in compliance with PREA within 30 days of the final onsite audit. The audit report shall:
 - a) Include a certification by the auditor that no conflict of interest exists with respect to their ability to conduct an audit of the agency under review.
 - b) Make a standard-by-standard determination of findings, including the need for corrective action for each measure based on the review of:
 - Policies and/or procedures
 - All documentation
 - Data collected for this purpose
 - Interview with Incarcerated Individuals and staff
 - Information from the tour of the facility
 - c) Determine compliance with each standard in accordance with guidelines provided for auditors by the Department of Justice (DOJ).
 - d) Indicate the findings in accordance with the PREA standard for each audited facility as follows:
 - Exceed Standards (*substantially exceeds requirement of standard*)
 - Meets Standards (*substantial compliance, compliant in all material ways with the standard for the relevant review period*)
 - Does Not Meet Standards (*requires corrective action*)
- The audit summary shall indicate, among other things, the number of standards the facility has achieved at each grade level.
 - a) Describe the methodology, sampling sizes, and basis for the auditor's conclusions regarding each standard provision for each audited facility and shall include recommendations for any required corrective action.
 - b) It does not contain any personally identifiable Incarcerated Individual or staff information, but the contractor should provide such information to EOPSS upon request and may provide such information to the Department of Justice.
- If the MA DOC is found to have not met one or more PREA Standards, an 180-day corrective action period begins. The auditor and the MA DOC will work together to develop a plan to achieve compliance with those standards that were not met. The auditor is responsible for verifying the implementation of the corrective action plan, such as reviewing updated policies and procedures and/or re-inspecting portions of the facility. After the 180-day period, the auditor will issue a final determination as to whether the facility has achieved compliance.

3.6. DELIVERABLES AND REPORTING REQUIREMENTS

Following the completion of the audit, the Auditor shall verify that all PREA-related documentation, including notes, interview summaries, and digital materials, are securely stored and transmitted in compliance with 28 CFR §115.501 and applicable DOC data security procedures. During this phase, the Contractor, at a minimum, shall:

- Audit Work Plan and Timeline (*Pre-Audit*)
- Facility Audit Reports (*within 30 days of on-site completion*)
- Corrective Action Monitoring Reports (*if applicable*)
- Annual Summary Report on all audits conducted under this contract (*by June 30 each fiscal year*)
- All deliverables shall be provided electronically in a format compatible with DOC data systems and DOJ PREA reporting requirements.

Bidders, in response to this RFR, shall submit documentation that confirms qualifications as a Certified PREA Auditor and a written narrative describing project methodology and work plans including general timelines.

All sensitive documentation (*e.g. video tapes, interviews etc.*) shall be preserved for a minimum of six (6) years following contract termination and shall be released only upon written request by the DOC or the Department of Justice.

3.7. COMPENSATION STRUCTURE/PRICING

Project-based Compensation: The Department anticipates a project-based compensation structure shall apply to this contract. Accordingly, payment may be a flat rate or an all-inclusive amount (all related costs, overhead, administrative costs, time, materials, etc.). The bidder shall provide an all-inclusive cost for the completed contract performance based on the RFR specifications. Payment by the Department may be based on a schedule of predetermined events or deliverables, or upon completion and acceptance by the Department of the entire project. Contractors who underestimate their costs may not request additional compensation. Bidders should specify their hourly rates, as applicable, in their final all-inclusive quotes.

The Department is looking for the “Best Value” response, which is timely, which supports the required performance outcomes, and which provides the greatest quantity of services at the best and highest quality.

Bidders shall complete and submit Response Form A, Attachment A - Cost Table, and provide a resume, copy of certifications and license and Detailed Budget and Budget Narrative as identified and described in Section 4 of this RFR.

3.8. COST TABLES AND BUDGET NARRATIVE

For all facilities being bid on, bidders shall provide the all-inclusive price to provide the services outlined under section 4. The price for each audit shall be an all-inclusive, not-to-exceed amount for the Pre-Audit, Audit, Post-Audit Reporting phases, and the Corrective Action phase. Extra charges will not be allowed.

The table shown in section 3 provides approximate population counts as of 05/04/2026. Bidders must complete and submit Attachment A, which provides pricing for audit based on the counts provided in section 3.

During the term of the resulting contract, the Department and any authorized Eligible Entities may request audit services for facilities or locations not specifically identified within this solicitation, provided such services are substantially similar in nature to the scope of services described herein.

For any additional audit services requested during the contract term, Contractors shall provide a scope of services and pricing consistent with the pricing structure submitted in their response. Any services falling outside the established pricing structure shall be subject to mutual written agreement by both parties.

3.9. DETAILED BUDGET AND BUDGET NARRATIVE

Bidders must provide a Detailed Budget and Budget Narrative with their proposal and the completed cost table that explains all fees charged reflecting an hourly rate, or other fee structure, proposed to complete all the requirements of this project. Bidders must explain the basis and rationale of its fee structure and total cost. Alternative pricing structures may also be submitted and considered; however, the bidder must provide an understandable fee structure and explain the benefits of the alternative approach.

A Detailed Budget and Budget Narrative document **MUST** be provided by the bidder with their proposal at time of submission.

A project-based compensation structure will apply to the contract. Compensation is factored in and based upon the total, all-inclusive cost of performance. Payment will be based on a schedule of

predetermined events as mutually agreed upon by the DOC and Contractor. The Contractor is to provide an all-inclusive total cost for this project, e.g., to include all related costs, overhead, administrative costs, time, materials, etc. The Contractor is to submit the total cost for this project and define milestones for partial payments for accomplishment of certain milestones on an annual fiscal year basis (July – June).

The Department and Contractor will mutually agree on the project milestones, deliverables and events for payment. The DOC shall withhold final payment until all defined project milestones are completed and deliverables received.

3.10. TRAVEL EXPENSES AND ALL OTHER EXPENSES

The vendor's cost of travel, lodging, food, or similar expenses that may incur, must be preauthorized in writing from the appropriate Department designee prior to services being rendered. Additionally, The Department will NOT reimburse for any alcoholic beverages. The Department's reimbursement rates will be based on U.S. General Services Administration (GSA) per diem rates. For more information on per diem reimbursement rates please visit: www.gsa.gov/travel/plan-book/per-diem-rates. The Contractor must include copies of all travel, lodging and food receipts with its invoice.

3.11. PERFORMANCE MANAGEMENT

Any and all work performed through the duration of the Contract must be guaranteed by the Contractor to be completed in a professional manner consistent with accepted industry and auditing standards. Contractors will only be expected to provide services in their area(s) of expertise; that is, the business for which they receive an award. Each Contractor's performance will be evaluated on an ongoing basis and will be utilized in determining whether or not to extend the Contract. Purchasers may be surveyed as to their satisfaction with the Contractor's performance under the Contract. Contractor performance will also be evaluated based on the number of complaints received from Purchasers. A high number of unresolved complaints will result in a warning to the Contractor and may lead to early termination or non-renewal of that Contractor's Contract.

3.12. APPENDIX A

This document incorporates additional terms and conditions associated with this RFR and **MUST** be reviewed by bidders. Any bidder submitting a bid consents to follow all terms and conditions within Appendix A.

4. EVALUATION CRITERIA

Bidder scores will be used to rank Bidders and will determine which Bidders proceed to subsequent stages of the evaluation and/or enter negotiations with the Department to receive a Contract award.

Below are the criteria and maximum points available:

Criteria:	Maximum Points
Contractor Qualifications	50
<ul style="list-style-type: none">• Correctional Experience• Certifications / Licenses (DOJ)• Educational Background• Resume• Location Availability	
Comprehensiveness of project details	50
<ul style="list-style-type: none">• Project goals• Methodology• Work plans	
Project Timelines	50
References	25
Fiscal Terms / Cost	75
<hr/>	
Total	250

4.1. ADDED VALUE (UP TO 5 POSSIBLE POINTS PER EACH ADDED VALUE)

Added value is determined by the Strategic Sourcing Team (SST). Added value is discretionary. Added value could be anything in the proposal that the Bidder includes, that in the view of the SST, is above and beyond the requirements of the RFR, and results in a “best value” to the Department, which the SST determines to be an additional “plus”, and worthy of additional points. The SST determines the number of added value points, if any, on a case by case basis.

Bidders must score 125 points at minimum to be considered for award.

4.2. BEST AND FINAL OFFER

After the deadline for response submission, the Department reserves the right to extend a Best and Final Offer (“BAFO”) opportunity to all or a select number of Bidders. Bidders may be asked to submit additional information specific to program specifications and cost.

5. INSTRUCTIONS FOR EXECUTION AND SUBMISSION OF COMMONWEALTH STANDARD FORMS

Bidders must submit the following forms:

5.1. BUSINESS REFERENCE

This is required for this procurement. Bidders must submit three references as defined in Section 3 on response form a. In providing these references, bidders must provide letters of recommendation from the listed references.

5.2. PROMPT PAYMENT DISCOUNT

This is a required section on response form. Bidder must complete as part of bid. If awarded vendor will receive a separate form as part of an adobe link to sign electronically.

Pursuant to the Prompt Payment Discount terms set forth in the RFR Required Specifications for Contracts and on the Prompt Payment Discount Form itself, must execute this form. After entering the "Name" and "Date of Offer for Prompt/Early Payment Discount," the Vendor must identify the prompt payment discount(s) terms by indicating the "Percentage Discount off of the Proposed Pricing" and the "Turn-around-time for Payments."

In the event of a hardship that prevents the Bidder from offering a prompt payment discount, the Bidder must document this fact and provide supporting information. If awarded a Contract, the final negotiated prompt payment discounts should be reflected on the Commonwealth Standard Contract Form and Prompt Payment Discount Form.

5.3. ENVIRONMENTALLY PREFERABLE PRODUCT INFORMATION

In line with the Commonwealth's efforts to promote products and practices which reduce our impact on the environment and human health, Bidders are encouraged to provide information regarding their environmentally preferable/sustainable business practices as they relate to this Contract wherever possible. Bidders must complete this section within the response form and submit it with their Response.

5.4. RESPONSE FORM A

Bidders must complete every section and return.

5.5. APPENDIX A

This document incorporates additional terms and conditions associated with this RFR and must be reviewed by bidders. This is for review and reference only; it does not need to be returned by bidders.

The above attachments are available on www.commbuys.com under Bid # BD-27-1025-DOCFS-FISCM-131064.

Additional forms will be needed after receiving an intent to award for official execution of contract. The additional forms will include but not be limited to the Standard Contract Form (SCF), Prompt Payment Discount Form (PPD), Contractor Authorized Signatory Form (CASL), Prison Rape Elimination Act Form (PREA), W-9, and Electronic Fund Transfer Form (EFT). All forms will be sent electronically to Vendor through an Adobe Sign Link.