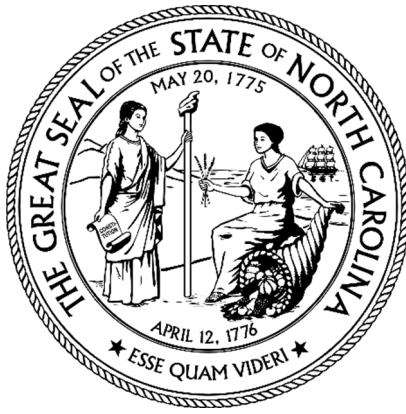




STATE OF NORTH CAROLINA

DEPARTMENT OF PUBLIC SAFETY

Request for Proposals #: 19-RFP-2220710602-RMT

Pre-Employment Psychological Services Division of
Juvenile Justice and Delinquency Prevention

Date of Issue: June 25, 2026

Proposal Opening Date: July 23, 2026

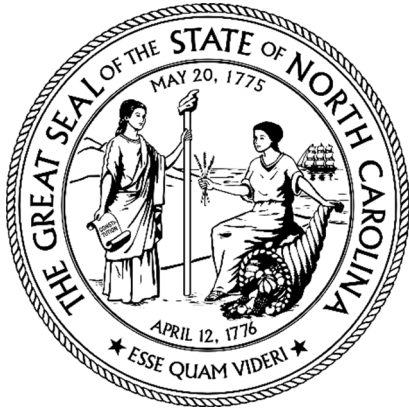
At 2:00 PM ET

Direct all inquiries concerning this RFP to:

Morgan Rilling

Contract Specialist

Email: morgan.rilling@ncdps.gov



STATE OF NORTH CAROLINA

Request for Proposal

19-RFP-2220710602-RMT

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://evp.nc.gov/SignIn>

Vendor: _____

STATE OF NORTH CAROLINA Division of Juvenile Justice and Delinquency Prevention	
Refer <u>ALL</u> Inquiries regarding this RFP to the Procurement Lead through the Message Board in the Sourcing Tool. See section 2.4 for details: Morgan Rilling morgan.rilling@ncdps.gov	Request for Proposal #: 19-RFP-2220710602-RMT Proposals will be publicly opened: July 23, 2026 by 2pm EST
	Microsoft Teams meeting Join: https://teams.microsoft.com/meet/255982790898993?p=dsB84uQOkm1MMHNWoe Meeting ID: 255 982 790 898 993 Passcode: Ru7Dm2Ea
	Need help? System reference Dial in by phone +1 984-204-1487,,826481002# United States, Raleigh Find a local number Phone conference ID: 826 481 002# Join on a video conferencing device Tenant key: ncgov@m.webex.com Video ID: 117 973 075 2 More info
Using Agency: NCDPS Division of Juvenile Justice and Delinquency Prevention Requisition No.: RQ255389	Commodity No. and Description: 851216 Psychologist 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

Proposal Number: **19-RFP-2220710602-RMT**

Vendor: _____

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:		
VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

VALIDITY PERIOD

Offer shall be valid for at least one hundred and 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 Public Safety)

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1.0 PURPOSE AND BACKGROUND

The purpose of this Request for Proposals (RFP) is to seek proposals from qualified vendors to establish an Agency Contract to provide psychological services for the North Carolina Department of Public Safety, Division of Juvenile Justice and Delinquency Prevention ("the Department"). These Services include review of the MMPI-2-RF (or subsequent versions of the MMPI) testing results followed by psychological interview/assessment. The content of this interview/assessment will be based upon whether the applicant's testing results fall within normal testing limits. These services shall also include fitness for duty psychological interview/assessment, Psychological Screening Examination Oversight Services to provide oversight, expertise and guidance in the administration of the screening protocol for post-conditional-offer, pre-employment psychological screening process.

The Department reserves the right to add or delete locations as required. See Exhibit A to this solicitation for list of current and future locations of Youth Development Centers, Juvenile Detention Centers, and Court Service Area Office locations.

Based on past experience, the Department estimates approximately 400 applicants per year will be referred for the psychological interview and evaluation of the MMPI-2RF (or subsequent versions) results. There is no guarantee under this RFP of any minimum or maximum volumes to any awarded Vendor.

Estimated Service Volumes

The annual service volumes identified in this solicitation are estimates based on historical data and projected operational needs. The State anticipates approximately 400 pre-employment psychological assessments, 7 fitness-for-duty evaluations, and ongoing psychological screening oversight services; however, these figures are provided for evaluation purposes only and are not guaranteed. Actual volumes may be greater or less than the estimates provided. The State makes no representation regarding the amount of work that will be assigned under the resulting contract and reserves the right to adjust service requirements as necessary to meet agency needs.

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

1.1 CONTRACT TERM

The Contract shall have an initial term of one (1) year, beginning on the date of final Contract execution.

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 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.

2.3 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	June 25, 2026
Submit Written Questions	Vendor	July 6, 2026 by 5pm
Provide Response to Questions	State	July 13, 2026
Submit Proposals	Vendor	July 23, 2026 by 2pm EST Microsoft Teams meeting Join: https://teams.microsoft.com/meet/255982790898993?p=dsB84uQOkm1MMHNWoe Meeting ID: 255 982 790 898 993 Passcode: Ru7Dm2Ea Need help? System reference Dial in by phone +1 984-204-1487,,826481002# United States, Raleigh Find a local number Phone conference ID: 826 481 002# Join on a video conferencing device Tenant key: ncgov@m.webex.com Video ID: 117 973 075 2 More info
Contract Award	State	TBD

2.4 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 "**19-RFP-2220710602-RMT – 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.

2.5 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.
5. **Only Proposals submitted through the Content Section of the Ariba Sourcing Event will be considered. Proposals submitted through the Message Board will not be accepted or considered for award.**

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. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

If the Vendor does not provide a redacted version of the proposal with its proposal submission, the Department may release an unredacted version if a record request is received.

2.5 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) Vendor's Proposal addressing all Specifications of this RFP. *Section 4.12 Secretary of State Registration; 5.3 Project Organization; 5.3 Implementation and Communication Plan; 5.4 Customer Service Plan; 5.6 Technical Approach, Section 6.1 Contract Manager*
- f) Completed version of ATTACHMENT A: COST PROPOSAL
- g) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- h) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- i) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- j) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- k) Completed and signed version of ATTACHMENT H: CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL
- l) Completed and signed version of ATTACHMENT I: ALCOHOL/DRUG-FREE WORKPLACE POLICY

2.6 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. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: "Alternate Proposal #19-RFP-2008773574-RMT [for 'name of Vendor']". 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.

2.7 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.

The following definitions, acronyms, and abbreviations are also relevant to this RFP:

- a) **The Abel Assessment for Sexual Interest (AASI)**- This is a screening instrument that measures visual reaction time of sexual interest, along with a thorough, self-report questionnaire assessing interests, behaviors and paraphilia on a computer laptop program. The Abel Screen only measures interest, not behavior, of the individual. There are a total of 160 pictures that feature pictures of clothed individuals that range from preschoolers to adults. The scoring is based on the length of time that the individual spends looking at a certain picture or groups of pictures and scores that program from 1 (highly disgusting) to 7 (highly arousing). This instrument has been administered to individuals who have been informed of how the instrument works, and they have attempted to manipulate the results. The results have been the same. This instrument may be used with adult and juvenile sex offenders.
- b) **CONTRACT ADMINISTRATOR**: Representative of the Department of Public Safety responsible for providing daily technical oversight of the contract and making sure the Vendor performs according to the technical requirements of the contract.
- c) **Diana Screen** ®- Computer-based pre-hire/volunteer risk management screen that keeps children and teens safe from sexual abuse and sexual boundary violations.
- d) **DJJDP**- Division of Juvenile Justice and Delinquency Prevention of the NC Department of Public Safety
- e) **DOL**: Department of Labor
- f) **DPS**: NC Department of Public Safety
- g) **EEOC**: Equal Employment Opportunity Commission
- h) **EJF**: Essential Job Functions
- i) **ETF**: Essential Training Functions
- j) **MMPI**: Minnesota Multiphasic Personality Inventory (MMPI), a psychological test that assesses personality traits and psychopathology.
- k) **RCDT**: Restraints, Controls and Defensive Techniques
- l) **REO**: Regional Employment Office

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

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

EVALUTION 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 descending order of importance, to result in an award most advantageous to the State:

1. Vendor Project organization
2. Implementation and Communication Plan (Section 5.3)
3. Customer Service Plan (Section 5.4)
4. Vendor Technical Approach (Section 5.6)
5. Vendor Experience (Attachment E: Customer Reference From)
6. (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: PRICING FORM and upload in the Sourcing Tool. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

Quantities listed in Attachment A are estimates only and are provided for evaluation purposes. Actual usage may vary. The State does not guarantee any minimum purchase quantity or expenditure under the resulting contract.

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

4.2 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.

4.3 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this 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.

4.4 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.

4.5 REFERENCES

Vendor shall upload to the Sourcing Tool at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. References shall not be from the same company or from the solicitation State entity. In addition, Vendor shall provide references for and identify other government contracts it has received, for which your company 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.

4.6 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.

4.7 PERSONNEL

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. “Professional manner” means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor’s obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

Should the Vendor’s 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.

4.8 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.

4.9 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

4.10 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

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

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

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

4.11 SUBCONTRACTORS

No portion of the work shall be subcontracted without prior written consent of the State. In the event that the Vendor desires to subcontract some part of the work specified herein, the Vendor shall furnish with their bid the names, qualifications, and experience of their proposed subcontractors. The Vendor shall, however, remain solely and fully liable and responsible for the work done by its subcontractor(s) and shall assure compliance with all the requirements and specifications of the contract.

4.12 SECRETARY OF STATE REGISTRATION

Prior to entering into a contract with the State, the awarded Vendor(s) must complete registration with the NC Secretary of State. Upon notification of award, the selected Vendor(s) must furnish evidence of filing within 10 business days. Failure to provide this documentation may result in the disqualification of the Vendor(s) bid from further consideration for the award. No purchase orders shall be issued prior to confirmation of completed registration with the Secretary of State.

A contract award under the above-referenced solicitation, and the resulting purchase orders, will produce repeated orders and transactions in North Carolina and will constitute "transacting business" in the State, which requires a certificate of authority from the North Carolina Secretary of State as provided in G.S. §55-15-01 (corporations) or §57D-7-01 (LLCs). Please go to: <https://www.sosnc.gov/> to register.

Vendor registered with the North Carolina Secretary of State: Yes ☐ No ☐

5.0 SPECIFICATIONS AND SCOPE OF WORK

5.1 GENERAL

Vendor shall provide the following services and demonstrate in its Proposal how they will be provided: These services shall include psychological interview/assessment and review of the MMPI-2-RF (or subsequent versions). The content of this interview/assessment will be based upon whether the applicant's testing results fall within suitable testing limits. These services shall also include fitness for duty psychological interview/assessment. The services are needed to aid in successful, safe employment and retention of new hires and employees. Additionally, these services will include Examination Oversight to provide oversight, expertise and guidance to the administration of the screening protocol for post-conditional-offer, and pre-employment psychological screening process.

5.2 SPECIFICATIONS

A. Pre-Employment Psychological Evaluation

1. Applicant evaluations - Vendor shall evaluate applicants consistent with the following requirements:
 - a. Conduct a psychological assessment interview, to include evaluation of MMPI-2-RF (or subsequent versions) testing previously administered by DPS and any supporting medical history documentation. The purpose of the interview is to determine the applicant's mental and emotional suitability to properly fulfill essential job functions and essential training functions (reference Exhibit B of this solicitation) based on the testing results, medical history documentation, if applicable, and interview results.
 - b. The contract shall provide for a two-track interview process which will be based upon individual test results.
 1. Group A applicants will be identified as those who have achieved psychological evaluation results determined to be valid and which fall within the suitable testing range. The current volume of applicants in this category is approximately 27 per month.
 2. Group B applicants will be identified as those whose pre-employment evaluation results are determined to be invalid or fall outside the suitable testing range. The current volume of applicants in this category is approximately 7 per month.
 - c. The psychological assessment interview shall be conducted or reviewed by a doctoral level psychologist, licensed to practice in North Carolina.

- d. If warranted, the Vendor shall obtain from the applicant or applicant's health care provider medical documentation necessary to determine the applicant's psychological suitability.
2. Vendor analysis of evaluation results – Vendor shall analyze evaluations and summarize results using a validated, consistently applied decision matrix for applicant suitability. **Vendor shall provide samples of decision matrices with its proposal.** Decision matrices to be used must be approved by the Department within 30 days after notice of award of contact and prior to the Vendor beginning work under this contract.-Any changes to decision matrices must be approved by the Department in advance.
3. Vendor recommendation of applicant screening – Vendor shall summarize evaluation results by designating applicants as: suitable/not suitable. Vendor shall provide the Department with electronic notice within five (5) business days following applicant's appointment with Vendor. This notice shall provide evaluation results or indicate that results are pending additional information. Results shall be transmitted to a designated email address provided by Department upon award.
4. The psychological assessment interview and testing shall be conducted or reviewed by a doctoral level psychologist, licensed to practice in North Carolina. These interviews may be conducted either in-person or virtually in order to best suit applicant needs and obtain optimal evaluation.
5. Vendor shall assess the following:
 - a. whether psychological difficulties or conditions exist that might interfere with an employee's ability to perform his/her work;
 - b. whether there is risk (and if so, how much) for self-harm, harm to others, dangerousness, and/or the probability of recurrence of incidents related to work performance.
6. In cases where psychological difficulties or conditions exist that may prevent the applicant from performing the essential functions of the position, a determination shall be made as to whether these conditions may be the result of a disability which could be mitigated by an ADA accommodation. This shall be communicated along with the evaluation results. The Vendor shall note the EJs and/or ETFs that may require accommodation.
7. Vendor shall provide a written report to Division of Juvenile Justice within five (5) business days following the conclusion of each fitness for duty evaluation and risk assessment which shall be directed specifically to the work-related question regarding fitness-for-duty or risk assessment and the essential functions of the employee's position or any potential position for which the employee may be considered, if not fit for his or her current position. The format of the report shall be reviewed and approved by the Department prior to conducting any evaluations and assessments under the contract.
8. Vendor shall have the ability to provide in-person interviews at geographic locations (Exhibit A) convenient to applicants, as well as virtual interviews.
9. Vendor shall provide adequate appointment availability such that all referred applicants should be scheduled within five (5) business days of Department request. The Vendor shall report to the Department when circumstances prevent the applicant from being scheduled within five (5) business days.
10. Upon referral, Vendor shall contact each candidate within 24 hours to schedule an appointment and instruct the candidate to bring any necessary documentation. If a candidate fails to appear, Vendor shall notify the Department with a message to the designated e-mail address with "DJJD No Show" in the subject line; the subject line shall include the applicable region. (Does not apply to fitness for duty.)

11. Vendor shall allow cancellation and rescheduling of appointments with no cost/fine/penalty. No more than two (2) cancellation/rescheduled appointments will be permitted for each individual without authorization from the Department.
12. Vendor shall notify the Department within five (5) business days following assessment that results are ready for review. The notification shall be made to the designated email address and shall include the phrase "Results available for review" in the subject line. Information shall be transmitted in a confidential manner. **The Vendor shall describe in their RFP proposal how they plan to transmit this information.**
13. If requested as a part of litigation or DOL or EEOC action, Vendor shall provide expert testimony regarding its process and results. Vendor shall make available qualified personnel to provide expert testimony as requested or subpoenaed. This responsibility continues after the life of the contract for any litigation stemming from a decision based on Vendor's reports/results.
14. Vendor shall maintain evaluation reports and examination results for a period of not less than six (6) years from the expiration of the contract. These records shall be made available to the Department upon request.

B. Psychological Fitness for Duty Evaluation

1. The fitness for duty evaluation determines if a current employee is able to perform essential job functions and essential training functions. The risk assessment conducted during the fitness for duty evaluation shall identify specific mental characteristics which could cause risk or harm to the employee or others. **A valid and reliable instrument with norms established for public safety law enforcement personnel consistent with Criminal Justice Education and Training Standards Commission requirements shall be used to perform the assessment to determine the employee's mental and emotional suitability to properly fulfill essential job functions and essential training functions.** The instrument to be used must be approved by the Department within 30 days after notice of award of contract and prior to the Vendor beginning work under this contract. Any changes to the instrument must be approved by the Department in advance.

Criminal Justice Education and Training Standards can be found at:

<https://ncdoj.gov/law-enforcement-training/criminal-justice/>

C. Psychological Screening Examination Oversight Services

1. Vendor shall provide oversight, expertise and guidance as to the administration of the screening protocol for post-conditional-offer, pre-employment psychological screening process and make recommendations for modifications and changes as necessary including the use of additional psychological assessments as may be appropriate.

D. Additional Test Interpretation for Comprehensive Evaluation for DJJ applicants

Referral Follow up Process –

1. Department shall conduct the Diana Screen ® on applicants.
2. Applicants who fail the Diana Screen ® will take the MMPI-2-RF and shall be interviewed by Vendor as any other applicant (special designation needed on referral form).
3. If applicant is found not suitable by MMPI-2-RF and interview, the process stops there.
4. If applicant is found suitable by MMPI-2-RF and interview, applicant is referred to complete the Abel Assessment for Sexual Interest (AASI) which is a more comprehensive evaluation and must be administered and scored by a licensed AASI clinician .
5. Additionally, on rare occasions, Vendor may identify applicants who pass the DIANA Screen for whom referral to the AASI is indicated.
6. Applicants who pass the AASI are deemed suitable for hire.

5.3 IMPLEMENTATION AND COMMUNICATION PLAN

The successful implementation and efficient management of promotional items and applicable services are crucial for an effective functioning contract. This plan outlines the steps and strategies to implement and communicate the procurement, distribution, and usage of services.

At a minimum, the Vendor's plan shall address the four (4) areas below. To support consistency and ease of review, Vendors shall submit Implementation and Communication Plan in a clear and organized format. Acceptable formats include narrative responses, tables, timelines, or Gantt charts.

1. Implementation Timeline

- a. Provide a detailed schedule with key milestones for contract start-up, including catalog launch, order processing readiness, and system integration with the NC eProcurement System (if applicable), based on catalog type selection in Section 6.0.
- b. Identify expected timeframes for agency onboarding and training resources.

2. Communication Strategy

- a. Outline methods for communication with State Contract Administrator/Manager, State Entities, and other stakeholders.

3. Training and Support

- a. Describe training and onboarding resources for State Entities, including user guides, and customer service support.

4. Performance and Feedback Mechanisms

Detail how the Vendor will measure implementation success, including service performance, order accuracy, and fulfillment timelines.

The State reserves the right to request modifications to the Vendor's Implementation and Communication Plan to ensure alignment with State requirements and contract objectives.

5.4 CUSTOMER SERVICE PLAN

The Vendor shall outline in its proposal the structure and execution for delivering customer service in the context of providing uniformed security guard services. Vendor shall specifically address the following:

1. Describe your company's customer service structure, including the following details:

- a. Hours of availability
- b. Response times
- c. Problem-solving capabilities (including product knowledge/expertise, ensuring accuracy and efficiency)
- d. Escalation procedures for resolving issues
- e. Order tracking and status updates
- f. Out of stock and back orders
- g. Product recall
- h. Defective products
- i. Return policy

2. Describe how your company will provide customer service coverage across the entire state (or offered regions), including support for rural areas, to ensure all State Entities receive timely and consistent assistance.

3. Describe the processes that will be utilized for maintaining delivery when there is a potential for delay due to inclement weather or other circumstances out of Vendor's control that could impact delivery.

4. Provide an Emergency Preparedness Plan to aid the State of North Carolina during an emergency or disaster recovery with specifics as to response time, supplies availability and other goods and services that are offered.

5.5 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.

5.6 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.

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

NCDPS Point of Contact	
Name:	Susan Proulx
Office Phone #:	919-324-6421
Email:	Susan.proulx@ncdps.gov

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 (define roles and responsibilities).

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

6.2 INVOICES

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

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

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

- The Vendor shall electronically transmit invoices monthly. Invoices shall go to the email address designated upon award and shall include the DJJDP in the subject line along with the dates of service covered by the invoice.
- Invoices must bear the correct purchase order number to ensure prompt payment. The Vendor's failure to include the correct purchase order number may cause a delay in payment.
- Invoices shall include the name of the applicant, the REO that referred them, a line item for each service the applicant

received and a unit cost and total amount due.

6.3 POST AWARD BUSINESS REVIEW MEETINGS

The Vendor, at the request of the State, shall be required to meet periodically with the State for Business 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.

6.4 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.

6.5 MONTHLY STATUS REPORTS

The Vendor shall be required to provide Management Reports to the designated Contract Manager on a monthly basis. This report shall include, at a minimum, information concerning number of applicants, name, date request received, date applicant contacted, date of appointment, date results were available, number of days between each occurrence, overall results, number of no calls, no shows, region, psychological suitability, status (in-progress or complete). These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically using the format required by the Procurement Entity. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties. The Vendor shall submit these reports electronically using Microsoft Excel. The Vendor shall submit the reports by the tenth (10th) of each month for the preceding month. The Vendor shall have ad hoc reporting capabilities upon request. The Vendor proposal shall include estimated time from report request to report delivery. **The Vendor shall provide a sample report with its proposal.**

6.6 ACCEPTANCE OF WORK

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

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

6.7 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.

6.8 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.

6.9 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 made through the contract administrator.

6.10 ATTACHMENTS

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

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

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ATTACHMENT A: COST PROPOSAL

Note: Quantities shown below are estimated annual volumes for evaluation purposes only and do not constitute a guarantee of future business.

Evaluation And Assessment Pricing

Service Description	Quantity	Unit Of Measure	Unit Cost	Total (for bid evaluation purposes)
Pre-Employment Psychological Assessment	400	Each	\$	\$
Psychological Fitness for Duty Evaluation	7	Each	\$	\$
Psychological Screening Examination Oversight Services	15	Monthly	\$	\$

TOTAL AMOUNT: \$ _____

Additional Testing for Comprehensive Evaluations

SERVICE DESCRIPTION	Unit Of Measure	Unit Cost	Total (for bid evaluation purposes)
Initial One Time Cost for Additional Testing	Each	\$	\$
AASI Licensing Fee	Each	\$	\$
AASI-3	Per Applicant	\$	\$
MCMI-IV	Per Applicant	\$	\$
Comprehensive Evaluation	Per Applicant	\$	\$

TOTAL AMOUNT: \$ _____

TOTAL AMOUNT FOR BOTH SECTIONS _____

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 FORM

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

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

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

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

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

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

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

Signature of Vendor's Authorized Official

Name and Title of Vendor's Authorized Official

Date

ATTACHMENT I: ALCOHOL/DRUG-FREE WORKPLACE POLICY

POLICY

It is the policy of the Department of Public Safety 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 Public Safety, 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 Public Safety 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 Public Safety 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.

EXHIBIT A: FACILITY LOCATIONS AND COURT SERVICES AREA OFFICES

NC Department of Public Safety: February 2026) Division of Juvenile Justice and Delinquency Prevention

Youth Development Centers (YDC)

Cabarrus YDC	850 Holshouser Road, Concord, N.C. 28027	704-652-4300
Chatham YDC	560 Progress Blvd., Siler City, N.C. 27344	919-742-6220
Edgecombe YDC	78 Positive Way, Rocky Mount, NC 27901	252-544-5730
Lenoir YDC	3055 Dobbs Farm Road, Kinston, N.C. 28504	252-208-4920
Rockingham YDC	424 Elliot Road, Reidsville, NC 27320	336-520-6200

Juvenile Detention Centers (JDC)

Alexander JDC	928 NC Highway 16 S., Taylorsville, NC 28681	828-632-1141
Cabarrus JDC	822 McWhorter Road, Concord, NC 28027	704-652-4300
Cumberland JDC	1911 Coliseum Drive, Fayetteville, NC 28306	910-486-1399
Dillon JDC	100 Dillon Drive, Butner, NC 27509	919-575-3166
New Hanover JDC	3830 Juvenile Center Road, Castle Hayne, NC 28429	910-675-0594
Perquimans JDC	125 Jessup Street, Hertford, NC 27944	252-741-6070
Pitt JDC	451 Belvoir Road, Greenville, NC 27834	252-830-6590
Richmond JDC	1573 McDonald Church Road, Hoffman, NC 28347	910-683-3120
Wake JDC	700 Beacon Lake Drive, Raleigh, NC 27610	919-212-3104

Court Services Area Offices

Western	188 Charlotte Hwy., Asheville, NC 28803	828-767-3350
Piedmont	233 Montgomery Ave, Albemarle, NC 28001	336-341-0165
Central	3101 Poplarwood Ct., Ste. 230, Raleigh, NC 27604	984-920-8851
Eastern	216 S. Washington St., Greenville, NC 27834	252-916-6724

EXHIBIT B: JUVENILE JUSTICE OFFICER BASIC AND IN-SERVICE TRAINING



North Carolina Department of Public Safety
Division of Juvenile Justice and Delinquency Prevention

Juvenile Justice Officer Basic & In-Service Training

Essential Functions to Complete Mandated Training

1. The trainee is expected to be able to sit in a classroom and be attentive for eight (8) hours.
2. The trainee is expected to be able to read and comprehend all classroom material which will include departmental policies.
3. The trainee is expected to be able to hear the instructions of course material including films/videos, and see dry erase boards, flipcharts, and any other audio-visual equipment.
4. The trainee is expected to be able to verbally communicate with the instructor and other trainees.
5. The trainee is expected to be able to take notes in preparation for required testing.
6. The trainee is expected to be able to comprehend step-by-step procedures involved in overall center security.
7. The trainee is expected to be able to comprehend the definition of contraband as it relates to how juveniles may make or use contraband against staff or for their own benefit.
8. The trainee is expected to be able to identify various drugs and visual signs of impairment.
9. The trainee is expected to stand, bend their knees, and squat down while maintaining their balance, and mentally focus on conducting a safe search of another person.
10. The trainee is expected to stand motionless with their arms outstretched horizontally to the floor for 2-5 minutes while being searched by a fellow trainee.
11. The trainee is expected to comprehend the definition of supervision as well as the fundamentals and techniques for major supervisory tasks.
12. The trainee is expected to be capable of understanding the need, coordination, and implementation of various programs provided to the juvenile population and the relationship of the Juvenile Justice employees' role in their success.
13. The trainee is expected to be mentally prepared to discuss emotional subject matter of suicide and suicidal tendencies of juveniles, trauma and the impact of trauma, and adolescent sexual development.
14. The trainee is expected to be able to comprehend what center emergencies are and how they escalate.
15. The trainee is expected to be able to identify methods of preventing center emergencies and controlling disturbances.
16. The trainee is expected to have good verbal skills required in counseling juveniles.
17. The trainee is expected to be capable of comprehending division policies as they relate to use of restraints, use of radio, and transporting juveniles.
18. The trainee is required to identify various approved mechanical restraints.
19. The trainee is expected to stand, bend their knees, and squat down while maintaining their balance, to properly demonstrate the correct application and removal of handcuffs, waist chain, and leg cuffs.
20. The trainee is expected to have the physical abilities to properly demonstrate CPR skills which involve the trainee getting on their knees on the floor, being able to properly position the mannequin and adequately ventilate the mannequin utilizing a barrier device.
21. Trainee is expected to comprehend legal responsibilities of the Juvenile Justice Officer in relationship to Health Services of the Division of Juvenile Justice.
22. Trainee must possess adequate writing skills to write mock reports on designated DJJ forms and demonstrate understanding of the forms to the satisfaction of the instructor. The trainee is expected to comprehend and demonstrate proper writing methods and techniques.
23. Verbal communication is required. Non-verbal communication skills including standing and positioning which necessitates the ability to move around during role play.
24. Trainee is expected to be mentally and physically capable of hearing, comprehending, and performing the various restraints, controls, and defensive techniques at the required level of proficiency.

25. Trainee is expected to possess the stamina to exercise for a minimum of 15 minutes prior to performing the required psychomotor skills, such as RCDT. These exercises require that the trainee bend, twist, turn, squat, walk in place, stand, and lie on the mats, which works virtually every joint, muscle, and limb of the body, including the cardiovascular and respiratory systems.
26. Trainee is expected to demonstrate the specific techniques on a fellow trainee. These control techniques consist of a series of wrist locks and wrist controls which cause a trainee's wrist and arms to be bend in various fashions to effect compliance and control through pain.
27. Trainee is expected to execute a take-down technique while maintaining proper control of the fellow trainee and placing the fellow trainee in handcuffs, searching the fellow trainee with the use of both hands, taking the fellow trainee to a seated position, and then to a standing position.