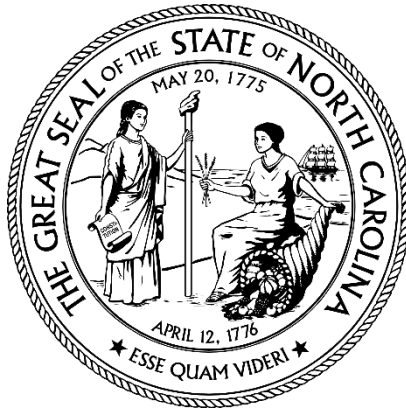




STATE OF NORTH CAROLINA

Department of Public Safety

Request for Proposal #: 19-RFP-2076414626-JEE

MALE SHORT-TERM RESIDENTIAL INTERVENTION PROGRAM

Date of Issue: July 17, 2026

Proposal Opening Date: August 17, 2026

At 2:00 PM ET

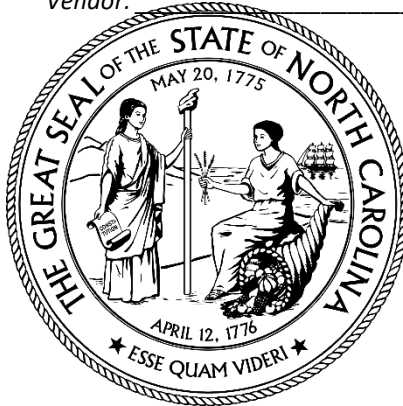
Direct all inquiries concerning this RFP to:

Ellie Jarvis

Procurement Specialist

Email: ellie.jarvis@ncdps.gov

Phone: 919-324-6476



STATE OF NORTH CAROLINA

Request for Proposal

19-RFP-2076414626-JEE

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>

STATE OF NORTH CAROLINA Department of Public Safety

Refer <u>ALL</u> inquiries regarding this RFP to the Procurement Lead through the Message Board in the Sourcing Tool. See section 2.6 for details: Ellie Jarvis	Request for Proposal: 19-RFP-2076414626-JEE
	Proposals will be publicly opened: August 17, 2026, 2:00 PM EST Join: https://teams.microsoft.com/meet/246459363242854?p=mac67NdS2OiNZpoFj0 Meeting ID: 246 459 363 242 854 Passcode: 3fE3GD6R
	<u>Need help? System reference</u> Dial in by phone +1 984-204-1487,803342517# United States, Raleigh <u>Find a local number</u> Phone conference ID: 803 342 517# Join on a video conferencing device Tenant key: ncgov@m.webex.com Video ID: 117 046 686 0 <u>More info</u>
Using Agency: Division of Juvenile Justice and Delinquency Prevention Requisition No.: RQ264726	Commodity No. and Description: 921017 - Jail and Prison system

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.

Proposal Number: 19-RFP-2076414626-JEE Vendor: _____

As required by Executive Order 24 (2017), the undersigned Vendor certifies will comply with all Federal and State requirements concerning fair employment and that it does not and will not discriminate, harass, or retaliate against any employee in connection with performance of any Contract arising from this solicitation.

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public contracts; or awarding or administering public contracts; or inspecting or supervising delivery of the public contract of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this response to the RFP, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor is not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

By executing this bid, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS incorporated herein**. These documents can be accessed from the Ariba Sourcing Tool.

Failure to execute/sign proposal prior to submittal may render proposal invalid and it MAY BE REJECTED. Late proposals shall not be accepted.

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		
VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

VALIDITY PERIOD

Offer shall be valid for at least sixty (60) days from date of bid opening, unless otherwise stated here: 120 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 Proposal (RFP) is to seek competitive proposals from qualified Vendors to establish an Agency Contract to provide the North Carolina Department of Public Safety, Division of Juvenile Justice and Delinquency Prevention, Community Programs Section, with statewide coverage of a Gender Responsive Trauma-Informed, Short-Term Residential Program to provide facility site(s) that can serve at a minimal of 90 adjudicated juvenile males juveniles, at any given time.

On December 1, 2019, the NC General Assembly passed the Juvenile Justice Reinvestment Act (aka Raise the Age), which raised the age of juvenile jurisdiction from 16 years of age to 18 years of age; therefore, the provider should prepare to serve an emerging adult population. The short-term, male residential program shall provide age-appropriate therapeutic services that address challenges associated with trauma, criminogenic behaviors, basic life and social skills development, and educational and vocational services within a staff, non-secure residential facility defined by NCG 7B -2506.

The qualified Vendor must be able to provide services to not only older adjudicated males but also those with pervasive and complex mental health needs. Mental health diagnoses can include, but are not limited to, Depression/Anxiety/Oppositional Defiant Disorder (ODD); Impulsivity; Illegal Substance Use; Gang Involvement, Aggressive and Assaultive Behaviors. The awarded Vendor must be equipped to work with juveniles who need intensive services to address their identified 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 three (3) years, beginning on the date of final Contract execution (the “Effective Date”)

At the end of the Contract’s initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to two (2) additional one (1) year terms. The State will give the Vendor written notice of its intent to exercise each option no later than 90 days before the end of the Contract’s then-current term. In addition to any optional renewal terms, and with the Vendor’s concurrence, the State reserves the right to extend the Contract after the last active term.

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

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

This RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference.

2.2 E-PROCUREMENT FEE

ATTENTION: This is an NC eProcurement solicitation facilitated by the Ariba Network. The E-Procurement fee may apply to this solicitation. See the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

What is the Ariba Network?

The Ariba Network is a web-based platform that serves as a connection point for buyers and Vendors. Vendors can log in to the Ariba Network to view purchase orders, respond to electronic requests for quotes, participate in Sourcing Events, and collaborate with buyers on contract documents.

For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site:

2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions to Vendors, the North Carolina General Terms and Conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions, issues, regarding any component of this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The State may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

The State may exercise in its discretion to consider Vendor proposed modifications. By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon through negotiations and incorporated by way of a Best and Final Offer (BAFO). Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's proposal as nonresponsive.

2.4 RFP SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFP	State	July 17, 2026
Submit Written Questions	Vendor	July 31, 2026
Provide Response to Questions	State	August 6, 2026
Submit Proposals	Vendor	August 17, 2026, 2:00 pm EST
Conducts Site Visits at Proposed Addresses	State	By August 28, 2026
Award Contract	State	TBD

2.5 SITE VISIT at VENDOR PROPOSED ADDRESS

Mandatory Site Visit – Please provide this information for every address proposed (reference Attachment A: Cost Proposal)

Date: TBD
Time: TBD Eastern Time
Location: Street Address
Room Number or Suite, if any

Proposal Number: 19-RFP-2076414626-JEE Vendor: _____

City, State, Zip Code

Contact Name:

Contact #: [xxx-xxx-xxxx]

Instructions: It shall be MANDATORY that a representative from each Vendor be present for a site visit. Attendees must arrive promptly. All attendees must sign in upon arrival and clearly indicate each prospective stakeholder represented on the sign in sheet. IF THE VENDOR DOES NOT PERMIT A SITE VISIT FOR FACILITIES, OR ACCESS TO THE FACILITY FOR A SITE VISIT, THEIR PROPOSAL SHALL NOT BE CONSIDERED.

FAILURE TO ATTEND OR PROVIDE ACCESS AT THE MANDATORY SITE VISIT SHALL RESULT IN VENDOR'S PROPOSAL BEING DEEMED NON-RESPONSIVE AND NOT CONSIDERED FOR AWARD.

The purpose of this visit is for State stakeholders to apprise themselves of the conditions and requirements for all proposed Vendors which will affect the performance of the work called for by this RFP. Vendors must stay for the duration of the site visit and provide full access to the facility as requested by the State. No allowances will be made for unreported conditions that a prudent Vendor would recognize as affecting the work called for or implied by this RFP.

Vendors are cautioned that any information released to attendees during the site visit, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this RFP, must be confirmed by written addendum before it can be considered to be a part of this RFP and any resulting contract.

2.6 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-2076414626-JEE - 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.

2.7 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.

Proposal Number: 19-RFP-2076414626-JEE Vendor: _____

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.

2.8 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) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.

Proposal Number: 19-RFP-2076414626-JEE Vendor: _____

- b) Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.
- c) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- d) Vendor's Proposal addressing all Specifications of this RFP.
- e) Completed version of ATTACHMENT A: COST PROPOSAL
- f) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- g) Completed and signed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- h) Completed and signed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- i) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION
- j) Completed and signed version of ATTACHMENT H: CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS and OMB STANDARD FORM LLL
- k) Completed and signed version of ATTACHMENT I: ALCOHOL AND DRUG-FREE WORKPLACE POLICY

2.9 ALTERNATE PROPOSALS

Unless provided otherwise in this RFP, Vendor may submit alternate proposals for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Each proposal must be for a specific set of Goods and Services and must include specific pricing. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: "Alternate Proposal #19-RFP-2076414626-JEE [for 'name of Vendor']". 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.

2.10 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:

- Adjudicated: Juvenile Court formal judgment or decision related to a delinquent offense, one that would be considered criminal if charged as an adult.
- Child and Family Team Meeting (CFTM): A meeting where the child/youth, family members, and community support come together to create, implement, and update a plan with the child, youth and family.
- Comprehensive Clinical Assessment: A thorough evaluation of a person's mental health, developmental disability, and substance use disorder.
- Conviction: A formal declaration that someone is guilty of a criminal offense. In North Carolina, conviction is only used in reference to an adult offense.
- DHHS: The Department of Health and Human Services is responsible for ensuring the health, safety, and well-being of all citizens/residents.
- Juvenile Court Counselors: Individuals who work directly with youth and their families, providing oversight as ordered by a juvenile court. Juvenile Court Counselors monitor youth while on juvenile probation, provide referrals to

appropriate services and counseling, and serve as the primary point of contact while a juvenile is involved in the juvenile justice system.

- **NCALLIES:** An online database where DPS houses both demographic and service-related client information and contractual information for programs funded by the Juvenile Crime Prevention Council (JCPC). NCALLIES is also used by state-contracted vendors to hold demographic and service-related client information for juveniles served.
- **Recidivism:** The act of reoffending following prior involvement in the justice system. Definitions differ in the criminal justice system and the juvenile justice system. Some define it as a subsequent conviction or adjudication of a charge following prior criminal or juvenile justice involvement. Other definitions are much more stringent, which define recidivism as a subsequent arrest following prior juvenile or criminal justice involvement.
- **Re-Entry:** The act of returning to a place, organization, or area of activity that was left. Re-entry in the juvenile justice system can include a return to a home community from any out- of home placement, including residential site, detention, or YDC
- **Youth Development Center:** A secure, long-term facility that serves Level III committed juveniles by court order provides treatment, education, and rehabilitative services for juveniles.

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

Proposal Number: 19-RFP-2076414626-JEE Vendor: _____

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

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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:

	RFP Section
1.	Project Organization: Section 5.4
1.	Technical Approach: Section 5.5
2.	Vendor Experience: Section 4.4
4.	References: Section 4.5 and Attachment E
5.	Cost Proposal: Section 4.1 and Attachment A
6.	Mandatory Site Visit at Proposed Address: Section 2.5 and Attachment A

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.

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

4.1.1 Import Tariff Temporary Surcharge

Pricing shall be exclusive of any pending tariffs or temporary tariff surcharge. Vendor may request a temporary tariff surcharge in ATTACHMENT A: PRICING SUBMITTAL WORKBOOK as a charge separate from the contract price. Any temporary tariff surcharge(s) associated with purchases shall be provided by way of a percentage tariff surcharge. All tariff surcharges proposed are intended to be temporary and based on current tariff implications specific to related commodities with evidence of submitted documentation of affected MSRP products. Vendor understands that the agency may request additional justification. Any temporary tariff surcharge percentage will be negotiated and mutually agreed upon. The state is not obligated to accept any proposed import tariff surcharge. Proposed tariff surcharges may be used as a factor for evaluation and award.

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 shall 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 shall 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.

Vendor and its personnel are required to provide or undergo background checks at Vendor's expense prior to beginning work with the State. As part of Vendor background, the following details must be provided to the State:

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

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

4.7 PERSONNEL

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional

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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:

☒ Contract value in excess of \$1,000,000.00

4.10 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.

4.11 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

The North Carolina Department of Public Safety, Division of Juvenile Justice and Delinquency Prevention, Community Programs Section, seeks to obtain solicitations from qualified Vendors to provide facility sites that provide a capacity of at least 90 male juveniles at any given time.

The Vendor shall provide a statewide evidence-based service targeted for adjudicated males between the ages of 13 to 17, or older if under juvenile court jurisdiction. Juveniles who have received a Level II disposition or have Level I dispositions with high risk and high needs or are Level III and in need of a Step-Down, Post Release Supervision, and or Community-Based Commitment Transition from a Youth Development Center.

Qualified Vendors should also be able to provide Crisis Intervention at any given time. The qualified Vendor should have staff members trained to provide Individual and Trauma-Focused Behavioral Therapy. Some of the problematic behaviors could be but are not limited to the following: Mental Health Issues/Depression/Anxiety/Oppositional Defiant Disorder (ODD); Impulsivity; Illegal Substance Use; Gang Involvement; and Aggressive and Assaultive Behaviors. When a juvenile experiences an unexpected behavioral/mental health crisis, the trained crisis intervention staff must be available to serve the juvenile(s) 24/7.

5.2 LOCATIONS & REQUIREMENT

Once juveniles are admitted, the vendor must have the ability to transport juveniles. The vendor must have the capability to provide short-term residential services to youth from every county. Bed capacity at the proposed site(s) must allow a minimum of 30 beds at the specific site, at any given time. These evidence-based services are targeted for adjudicated juvenile males ages 13 to 17, or older if under the jurisdiction of the juvenile court. The targeted juveniles have received a Level II disposition or a Level III disposition and a Step-Down, Post-Release Supervision, and or Community-Based Commitment transition from a Youth Development Center. Some juveniles with a Level I disposition with high risk/needs may be served but are not the target population of the services.

If appropriate to the service, Vendors may identify catchment areas for referrals to their proposed sites. The facilities provided shall be centrally located within the Vendor-identified catchment area for referrals. The facility may be in a rural setting not greater than 30 miles from the nearest urban/metro/municipality or township to ensure an environment conducive to therapeutic service delivery while maintaining access to emergency and mental health care, as well as required experiential learning experiences.

The Vendor shall ensure an environment conducive to therapeutic service delivery while maintaining access to emergency and mental health care as well as required experiential learning experiences. The Vendor shall maintain all requirements set forth by DHHS for the applicable license at the given site. The Vendor shall submit corresponding DHHS licensure standards in their response to allow the state an opportunity to review and confirm compliance. See the minimum licensing standards for residential childcare rules in Section .0900 - Physical Plant of the North Carolina Administrative Code Chapter 70 – Children's Services, Subchapter 70A – Protective Services, found using the following link: [SUBCHAPTER 70I - MINIMUM LICENSING STANDARDS FOR RESIDENTIAL CHILD-CARE. https://regulations.justia.com/states/north-carolina/title-10a/chapter-70/subchapter-i/section-0900/North Carolina Administrative Code. Subchapter I, Section.0900-PHYSICAL PLANT | North Carolina Administrative Code | Justia](https://regulations.justia.com/states/north-carolina/title-10a/chapter-70/subchapter-i/section-0900/North%20Carolina%20Administrative%20Code.%20Subchapter%20I,%20Section.0900-PHYSICAL%20PLANT%20|%20North%20Carolina%20Administrative%20Code%20|%20Justia)

The Vendor shall be responsible for all maintenance, repair, and upkeep of the facility.

5.3 SERVICE SPECIFICATIONS

A. Residential Services and Program Supervision

Vendor shall provide a short-term residential program that operates with the supervision of juveniles 24/7 onsite as well as offsite, as appropriate. The Vendor shall provide a programming model, evidence-based, research-supported curricula administered on site, and policies and procedures that allow for the direct supervision of juveniles in the program. The response shall indicate how the Vendor ensures that juveniles are accounted for 24 hours a day, including how the Requirements for this component include information related to ratios of direct care staff always present and on site with juveniles.

B. Admissions

The Vendor shall maintain admission and intake processes for screening and accepting juvenile referrals. Current practice for these services is for all referrals to come from Juvenile Court Counselors.

The Vendor shall manage a referral and admission process, including documents required by the Vendor from the referral source (DJJ Court Counselor) in their proposal. The Vendor must explain the purpose of each document expected in their referral packet. At a minimum, the referral packets must include the following:

- 1) The Program specific referral form
- 2) The juvenile's biopsychosocial and/or comprehensive clinical assessment information
- 3) A copy of the most recent and currently in use assessment tool by Court Services (currently the Youth Assessment and Screening Instrument, YASI)
- 4) Public or Private School Individual Education Plan (IEP) if applicable

The Vendor shall include in its proposal the plan to appropriately address unexpected changes and occurrences in juvenile behavior that may arise when serving a high-risk and needs target population. The plan should have the intent of reducing the number of unplanned, premature discharges based on identified and described behaviors.

The Vendor shall maintain a policy for program's exclusionary criteria, which make a juvenile inappropriate for placement at a short-term residential program. A Vendor is encouraged to provide additional programming to address crisis intervention strategies to curtail premature discharges of youth participating in its programming.

C. Health and Wellness Services

The Vendor shall provide a comprehensive health care program that is fully compliant with North Carolina DHHS licensing standards. The vendor shall be required to have on staff an RN or LPN and an LCMHC, LPA, or LCSW. Healthcare services shall be coordinated and managed on site at the facility and under the supervision of a Division of Medical Assistance. The Vendor shall submit a plan that addresses at a minimum: routine screenings and evaluation, training of non-medical personnel on campus, treatment for temporary or acute conditions, treatment for chronic conditions, how OSHA requirements will be addressed, plans for physical assessment, episodic and emergency care, immunizations, infection control including proactive and intervention responses to highly contagious illnesses and outbreaks, medication management, and health education of the juveniles on campus.

Vendors are advised to be knowledgeable of the 2023 Consolidated Appropriation Act 5121 and provide a managed plan that will be able to support the Youth Development Centers (YDCs), NC's Division of Health Benefits (DHB), DJJ Personnel, and Community Health Centers Association Care Coordinators to support the screening and diagnostic services for youths exiting YDCs and possibly entering their programming as a Post Release, Step Down, and or Community Based Commitment residential supervision placement.

The Vendor is responsible for all third-party billing, revenue generation, and recovery. The Department will not be involved in any Medicaid or other third-party billing activities. The Department will only be involved in monthly reimbursement of agreed-upon services using the state appropriations as defined in the approved contract. The Vendor shall describe its existing relationship with Local Management Entities and Managed Care Organizations (LME/MCO's) in the response to

this RFP. The plan shall demonstrate the Vendor's connectivity to MCO provider networks and its ability to refer juveniles with critical mental health and substance abuse service needs.

D. Juvenile Assessments

The Vendor must complete or obtain a comprehensive assessment on each juvenile admitted to the program within 24-168 hours from the date of admission. Vendors can utilize a variety of assessments including but not limited to MAYSI, Suicide Risk Assessments, and Comprehensive Clinical Assessment. Utilize is necessary to assess the process and the elements of the assessment completed. The assessment should specifically address the youth's substance use/abuse and suicide risk, among other mental health areas.

E. Individualized Service Plan

Each juvenile shall have an individualized service plan that includes all elements of the youth's treatment plan and referral services offered by the Vendor. Planning should also include a detailed account of what supports and services may be needed to overcome obstacles preventing the achievement of individualized program goals. The plan shall reflect the individual strengths and be developed in partnership with the youth. Monthly reviews and regular self-reporting documentation demonstrating the youth's progress towards meeting established goals shall be notated in the plan. The Vendor shall also describe strategies to build rapport and fostering open communication and frequent interactions with the youth's Juvenile Court Counselor regarding the juvenile's progress and stay. Vendors must identify and describe the mechanism by which documentation of services is maintained. Monthly meetings shall be held in the form of a Child and Family Team Meeting (CFTM). The Vendor will submit its process for conducting CFTMs as well as creating and updating the Individualized Service Plan in response to this RFP.

The Vendor shall have a demonstrated program with expected length of stay for juveniles in their service and how the individualized service plans will be utilized to determine each juvenile's needs regarding lengths of stay.

F. Mental Health Services

The Vendor shall maintain a plan for mental health services for juveniles on campus. Mental Health Services should include a plan for both individual approaches as well as appropriate group approaches.

G. Crisis Intervention and Suicide Prevention

The Vendor shall maintain a plan for crisis intervention and self-harm and suicide prevention for juveniles with histories of trauma living on campus. The plan should include, at a minimum, a detailed description for handling active suicidal ideations in juveniles on campus. The plan should also include policies or processes for prevention approaches taken to ensure the safety of all juveniles on campus.

H. Substance Abuse Education

General substance abuse/use education shall be provided to all youth, and the Vendor shall maintain a plan to ensure incorporation of substance abuse education into the juvenile's time on campus. Youth identified to have substance abuse issues shall be given specialized interventions, and the Vendor shall submit its evidence-based practice used to provide these interventions to these identified youth in its response.

I. Family Engagement

Family engagement is defined as a family-centered and strength-based approach that emphasizes the importance of the familial role in juvenile justice program service design, delivery, and evaluation. Elements of family engagement include the direct involvement of the juvenile, adult chosen or related family members, and other stakeholders and juvenile support in the goal setting, decision making, and the development of a juvenile's individualized service plan.

Family members of juveniles involved in the juvenile justice system often lack basic information and knowledge about their rights and responsibilities, in addition to understanding how to best support juveniles with a range of mental, emotional, and behavioral health needs. The Vendor shall maintain a Family Engagement Plan detailing the strategies used to strengthen family involvement and engagement in its service delivery model in its response. The plan shall include various communication

methods, incorporating family visits, and assisting families with navigation through the juvenile justice system. Family engagement practices in the model should be fully described, noting frequency and type of interactions, from pre-admission through post-service delivery.

J. Accredited Educational Services

Educational services are rendered to meet North Carolina compulsory school attendance policies and to provide continuity of academic instruction and access during this period of transition. DJJDP-Juvenile Education Services provides support and oversight to education programming in youth development centers, juvenile detention centers, and contracted community-based residential programs, and is charged with fulfilling all state and federal mandates of a traditional school system. Vendors providing short-term residential services shall adhere to all requirements set forth by the North Carolina Department of Public Instruction, and all appropriate accreditations shall be obtained. DJJDP -Juvenile Education Services is not an academic accrediting body and does not provide Accreditation to contractual entities.

Vendors shall be or propose to become an accredited school and provide educational services on site. The Vendor shall maintain educational services that encompass a delivery model and credentialed support staff provide on-site learning conducive to juveniles of varying ages and grade levels, including those classified with special education needs, in its response. The Vendor shall also maintain strategies and support it uses to ensure successful re-entry into the juvenile's home school district.

K. Vocational Services Exploration, Career Readiness and Planning

The Vendor shall describe how the Vendor shall assess juveniles upon admission to the program to determine the most age-appropriate educational or vocational pathway that best aligns with the juvenile's individualized goals and interests. The Vendor shall describe how it wishes to offer multiple education pathways, including but not limited to a traditional high school diploma or equivalency. In the event a juvenile needs remedial academic assistance, the Vendor shall indicate how it will provide juveniles with adequate resources to ensure their success in achieving their academic goals, including a description of educational materials required to meet its goals (i.e. school supplies, curricula used). The Vendor shall describe vocational exploration and/or job readiness services to include applicable career readiness and job-related skills training to prepare juveniles for future entry into the workforce in its response.

The Vendor shall describe age-appropriate credentialed or certification program offerings and demonstrate how to ensure completion at discharge or continuation post-discharge. The Vendor shall describe how it will demonstrate evidence of effective educational and vocational service delivery through monitoring and tracking academic performance, certification completion, and other forms of progress by juveniles to meet individualized educational and vocational goals. The Vendor shall describe its tracking system that can aggregate educational and vocational data for juveniles served on a monthly, quarterly, and annual basis.

L. Enrichment and Recreational Services and Quality of Life

The Vendor shall maintain protocol for how it will provide age-appropriate enrichment and recreational services that expose juveniles to experiences that expand their understanding of, and participation in, a variety of interests. These services shall promote physical health as well as team building. The Vendor shall minimally provide at least one (1) hour per day of physical activity and one (1) hour of structured, leisure-time activity. The Vendor shall also maintain plans to promote juveniles' quality of life on campus as well as provide access to religious and/or spiritual enrichment.

M. Meal Provisions

The Vendor shall maintain plans and strategies to ensure all juveniles in the program will receive three (3) nutritious meals and two (2) snacks per day in its RFP response. The Vendor shall also have meal planning and preparation to be incorporated in the service delivery model. The Vendor shall follow nationally recognized nutritional guidelines for meal provisions and state in their proposal which nutritional guidelines they have chosen to follow. The Vendor may possess an "Agreement to Administer the Federally Funded School Nutrition Program" with the North Carolina Department of Public Instruction.

N. Grievance Procedure

The Vendor shall maintain their client and parent grievance procedure.

O. Routine and Emergency Transportation Services

The Vendor shall acquire and maintain Auto Insurance coverage that is appropriate for transporting juveniles in the program. The Vendor shall maintain and provide a copy of its Transportation Policy that describes how it will establish and implement a transportation plan to facilitate transportation needs.

P. Discharge and Aftercare Services

The Vendor shall maintain detailed accounts of the discharge processes and relevant information to support recommendations for ongoing treatment and community support.

Q. Agency Specialized Population Consideration

The Vendor may, if appropriate to their service delivery, choose to adopt, or enter subcontracts to serve specific approaches, curriculum, or methodology that supports admission of youth who are deemed difficult to serve in the Juvenile Justice Continuum. The Vendor should maintain a plan to take as many or as few of the listed needs below.

- 1) Youth charged with sexual offenses or demonstrating problematic sexual behavior
- 2) Youth with mental health diagnosis(es) who display externalized behaviors such as aggression
- 3) Youth in Juvenile Justice Detention Centers awaiting mental health placements
- 4) Youth with no reunification or permanency plans are unable to engage in traditional program activities, such as weekend home visits with guardian(s)
- 5) Youth aged 16 and 17 who need independent living skills, life skills, and permanency or reentry plans that focus on living as an independent adult.

5.4 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 and include the following milestones:

- a. Accept first referral
- b. Signed contracts for all leased property
- c. Signed agreements for all contracted services
- d. In hand possession of all furnishings and equipment required for programming operation
- e. Vendor plan for staff distribution in each of the service areas they propose to serve with its proposal
- f. Program operating at full capacity
- g. Identification and accepted offers of the staff that will fill all program-related positions
- h. Documentation of all licenses required for program operation

5.5 TECHNICAL APPROACH

A. Staff Structure & Qualifications

In its RFP Response, the Vendor shall provide a detailed description of its staffing hierarchy, including a summary of experience required for each, and the current or desired educational credentials and certification/licenses for each position. The Vendor shall provide staff for direct care positions responsible for 24/7 supervision. The Vendor shall propose its staffing plan to remain in staff ratio in compliance with DHHS Licensure. The Vendor will identify its Key Personnel and staff hierarchy for each site proposed.

B. Staff Training & Evaluation

The Vendor shall submit a new hire orientation and training plan in its response. The Vendor shall submit a plan regarding ongoing staff training and development. The plan shall include any required trainings and their mandatory timelines. Selected vendors are required to attend Community Programs' Annual Provider Training.

C. Evaluation & Program Effectiveness

Vendor shall be evaluated on its overall performance and evidence-based approach using the latest juvenile justice research. The Department will use several approaches to accomplish this, including use of the *Standardized Program Evaluation Protocol* (SPEP), which ensures that the program is implemented with fidelity to the proposed Vendor model.

The Vendor will be required to use the NCALLIES system and maintain their own electronic health record.

The Vendor shall include in its proposal response a detailed narrative of how the program evaluates the effectiveness of its services.

The Department reports annually on program effectiveness as measured by an annual study of recidivism of program participants (adjudication or conviction) at 6, 12, and 24-months following completion of the program. The Department will also accept and include Vendor internal evaluation outcomes in addition to the Department's required annual recidivism study outcomes in its legislative reporting to the General Assembly.

Vendor shall submit in their response a copy of all relevant internal policies established to regulate the program, including but not limited to:

- a. Non-compliance of juveniles
- b. Dress code for staff
- c. Confidentiality including the use of social media by staff
- d. Standards of conduct for staff, clients, and client families
- e. Medication/dispensing medications
- f. Firearms and other weapons
- g. Rules and expectations of behavior
- h. Use of force
- i. Physical and corporal punishment
- j. Use of clients or client families to raise funds for the vendor
- k. Staff use of alcohol or controlled substances/Drug Free Workplace Policy
- l. Client visits to staff residences
- m. Use of photographs of clients
- n. Program fees policy
- o. No conflict-of-interest policy
- p. Transportation
- q. Client field trip plan policy
- r. Risk management/safety/natural disaster/pandemic
- s. Client record management/quality assurance management

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.

DPS Contract Point of Contact	
Name:	Pamela Glover
Office Phone #:	984-960-5041
Mobile Phone #:	919-210-2143
Email:	pamela.glover@ncdps.gov

6.1 CONTRACT MANAGER

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

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

6.2 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, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

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

6.3 POST AWARD BUSINESS REVIEW MEETINGS

The Vendor and the Department will hold a kickoff meeting after the award of the contract. The kickoff meeting will be intended to address any remaining questions and edit the contract as needed to be clear on expectations and requirements throughout the duration of the award.

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~~The Vendor, at the request of the State, shall meet periodically upon a mutually agreed schedule with the State for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.~~

The Vendor, at the request of the State, shall meet at least quarterly with the State for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

6.4 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 PERIODIC STATUS REPORTS

The Vendor shall provide the Division of Juvenile Justice, Juvenile Community Programs Section with the following status reports as requested and required by the contract administrator:

- Monthly Invoices for services rendered to include:
 - Youth Census
 - Staff Census and Utilization
- Education and Vocational Census
- Incident Reports
- Bi-weekly census, waitlist, and denied referrals list

These reports shall be well-organized and easy to read. The following reports do not reflect an extensive listing of reports that may be requested by NCDPS. The Vendor shall submit these reports electronically using Microsoft Excel and as needed, either Microsoft PowerPoint or Microsoft Word. The Vendor shall submit the reports promptly and on a regular schedule as agreed by the parties.

The Vendor shall have the capability of producing Ad Hoc Reports as may be requested by the Department or Legislature.

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 six (6) months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

6.8 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 through the contract administrator.

6.10 DPS ADDITIONAL TERMS

PREA:

The NC Department of Public Safety is committed to a standard of zero-tolerance pertaining to unduly familiar or sexually abusive behavior either by another juvenile or by staff, volunteer, vendor, contractor, or party. Staff, volunteers, vendors, contractors or parties are strictly prohibited from engaging in personal dealings or any conduct of a sexual nature with any inmate or juvenile. Conversation and conduct with any inmate or juvenile must be professional at all times. Sexual acts between a juvenile or inmate and staff, volunteer, vendor, contractor, or party may violate North Carolina law. Additionally, sexual acts between a juvenile or inmate and a staff member will contradict the standards of the federal Prison Rape Elimination Act of 2003 (PREA). Such acts also may be punishable, at a minimum, as a Class E felony in North Carolina. Under North Carolina, consent of the inmate or juvenile may not be available as a defense for an individual who is charged criminally based on sexual conduct with the inmate or juvenile. Also, pursuant to PREA standards, no juvenile or inmate can consent to engage in sexual activity with staff, volunteers, vendors, contractors, or parties. Any contractual facility will comply with the national standards to prevent, detect, and respond to PREA (115.12, 212, 312) and permit the Department to monitor this aspect of the contract to ensure compliance with the PREA standards. As a valued partner with DPS, it is important to remember that if you become aware of a report of any incidents of unduly familiar or sexually abusive behavior or sexual harassment, you have a duty to report this information immediately to your contact person with the Agency, by email to prea@ncdps.gov, or the DPS Communications office at (800) 368-1985. Additionally, it may violate North Carolina law to sell or give an inmate or juvenile any alcoholic beverages, barbiturate or stimulant drug, or any narcotic, poison, or poisonous substance, except upon the prescription of a physician; and it may violate North Carolina law to give an inmate or juvenile any tobacco or tobacco products,

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alcohol, or cell phones. It may also violate NCDPS policy to convey to or take from any juvenile or inmate any letters, or verbal messages; to convey any weapon or instrument by which to affect an escape, or that will aid in an assault or insurrection; to trade with any inmate for clothing or stolen goods or to sell any inmate any article forbidden by NCDPS policy. By signing this document, you acknowledge that you understand and will abide by this policy as outlined above.

6.11 CONTRACT CHANGES

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

For fair bidding, all Vendors must submit completed Attachment A. In the cost proposal, the Vendor submits a proposed daily rate along with a detailed line-item budget and budget narrative indicating how the daily rate was achieved. Each proposed site should have its own submitted line-item budget and budget narrative.

Vendors may submit for the state's consideration a method of invoicing that is effective for monitoring and non-burdensome to the Vendor. The state may choose to follow the method recommended by the Vendor, and if so, will execute the agreement upon award.

If a Vendor chooses not to submit a method of invoicing for the state's consideration or the state chooses not to accept the method then approved costs will be reimbursed monthly on a per diem (per day) fee. All costs include service delivery beginning Sunday through Saturday (utilizing a seven (7) day week period).

DESCRIPTION	TOTAL NUMBER OF BEDS BEING OFFERED	YEAR 1	DAILY RATE (YEAR 2)	DAILY RATE (YEAR 3)	TOTAL (YEAR 4) <i>*optional</i>	TOTAL (YEAR 5) <i>*optional</i>	Contract Total
Proposed Address Site: Location: Street Address Room Number or Suite, if any City, State, Zip Code Contact Name: Contact #: [xxx-xxx-xxxx]		Daily Rate per Occupant \$ Year 1 Total \$	Daily Rate per Occupant \$ Year 2 Total \$	Daily Rate per Occupant \$ Year 3 Total \$	Daily Rate per Occupant \$ Year 4 Total \$	Daily Rate per Occupant \$ Year 5 Total \$	\$
Proposed Address Site: Location: Street Address Room Number or Suite, if any City, State, Zip Code		Daily Rate per Occupant \$ Year 1 Total	Daily Rate per Occupant \$ Year 2 Total	Daily Rate per Occupant \$ Year 3 Total	Daily Rate per Occupant \$ Year 4 Total	Daily Rate per Occupant \$ Year 5 Total	

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Contact Name: Contact #: [xxx-xxx-xxxx]		\$	\$	\$	\$	\$	\$
Proposed Address Site: Location: Street Address Room Number or Suite, if any City, State, Zip Code Contact Name: Contact #: [xxx-xxx-xxxx]		Daily Rate per Occupant \$	Daily Rate per Occupant \$	Daily Rate per Occupant \$	Daily Rate per Occupant \$	Daily Rate per Occupant \$	
		Year 1 Total	Year 2 Total	Year 3 Total	Year 4 Total	Year 5 Total	
		\$	\$	\$	\$	\$	\$
Proposed Address Site: Location: Street Address Room Number or Suite, if any City, State, Zip Code Contact Name: Contact #: [xxx-xxx-xxxx]		Daily Rate per Occupant \$	Daily Rate per Occupant \$	Daily Rate per Occupant \$	Daily Rate per Occupant \$	Daily Rate per Occupant \$	
		Year 1 Total	Year 2 Total	Year 3 Total	Year 4 Total	Year 5 Total	
		\$	\$	\$	\$	\$	\$
Proposed Address Site: Location: Street Address Room Number or Suite, if any City, State, Zip Code Contact Name: Contact #: [xxx-xxx-xxxx]		Daily Rate per Occupant \$	Daily Rate per Occupant \$	Daily Rate per Occupant \$	Daily Rate per Occupant \$	Daily Rate per Occupant \$	
		Year 1 Total	Year 2 Total	Year 3 Total	Year 4 Total	Year 5 Total	
		\$	\$	\$	\$	\$	\$

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	TOTAL AMOUNT	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
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****PLEASE ADD ADDITIONAL ROWS IF PROPOSING ADDITIONAL SITE ADDRESSES****

ATTACHMENT B: INSTRUCTIONS TO VENDORS

The Instructions to Vendors, which are incorporated herein by this reference, may be found here:

<https://www.doa.nc.gov/pandc/north-carolina-instructions-vendors-1-2025/open>

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

The North Carolina General Terms and Conditions, which are incorporated herein by this reference, may be found here:

<https://www.doa.nc.gov/north-carolina-general-terms-and-conditions-5-2025/open>

The remainder of this page is intentionally left blank.

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

Proposal Number: [Add RFP #]

Vendor: _____

PART III: PROCUREMENT OF SERVICES - SUBCONTRACTORS

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

If yes, then provide the following information:

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

Need more information?

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

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

ATTACHMENT E: CUSTOMER REFERENCE TEMPLATE

Solicitation #: _____

Vendor Name: _____

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

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

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

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

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

Solicitation #: _____

Vendor Name: _____

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

Vendor shall complete items 1 and 2 below.

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

If "YES":

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

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

NOTES:

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

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

Solicitation #: _____

Name of Vendor: _____

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

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

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

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

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

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

Signature_____
Date_____
Printed Name_____
Title**[This Certification must be signed by an individual authorized to speak for the Vendor]**

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

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

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

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

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

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

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

Signature of Vendor's Authorized Official

Name and Title of Vendor's Authorized Official

Date

ATTACHMENT I: ALCOHOL/DRUG-FREE WORKPLACE POLICY

POLICY

It is the policy of the Department of 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.