



STATE OF NORTH CAROLINA

DEPARTMENT OF PUBLIC SAFETY

Request for Quote #: 19-RFQ-1536174091-HMM

Pre-employment Physicals, Drug and TB Testing

Date of Issue: 4/30/25

Quote Due Date: 5/7/25

At 2:00 PM ET

Direct all inquiries concerning this RFQ to:

Heather Melton

Procurement Specialist II

Email: heather.m.melton@ncdps.gov

STATE OF NORTH CAROLINA

Request for Quote

19-RFQ-1536174091-HMM

For internal State agency processing, including tabulation of quotes, 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 quote.
Failure to do so may subject your quote to rejection.**

Vendor Name

Vendor eVP#

Note: For a contract to be awarded to you, your company (you) must be a North Carolina registered vendor in good standing. You must enter the vendor number assigned through eVP (Electronic Vendor Portal). If you do not have a vendor number, register at <https://vendor.ncgov.com/vendor/login>

STATE OF NORTH CAROLINA Division of Public Safety	
Refer <u>ALL</u> Inquiries regarding this RFQ to the procurement lead through the Message Board in the Sourcing Tool. See section 2.5 for details	Request for Quote #: 19-RFQ-1536174091-HMM
	Quotes will be opened: 5/7/25 @2:00 pm et
Using Agency: Juvenile Justice	Commodity No. and Description: 851222
Requisition No.: RQ192682	

EXECUTION

In compliance with this Request for Quote (RFQ), 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 quote, at the prices set opposite each item within the time specified herein.

By executing this quote, the undersigned Vendor understands that false certification is a Class I felony and certifies that:

- this quote 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 quote, 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 RFQ, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

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

G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any State Employee associated with the preparing plans, specifications, estimates for public contracts; or awarding or administering public contracts; or inspecting or supervising delivery of the public contract of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of this response to the RFQ, 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 quote, 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 quote prior to submittal may render quote invalid and it MAY BE REJECTED. Late quotes shall not be accepted.

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

Quote Number: 19-RFQ-1536174091-HMM

Vendor: _____

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

Offer shall be valid for at least sixty (60) days from date of quote opening, unless otherwise stated here: _____ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFQ.

ACCEPTANCE OF QUOTES

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

<p>FOR STATE USE ONLY: Offer accepted and Contract awarded this _____ day of _____, 20____, as indicated on</p> <p>The attached certification, by _____.</p> <p style="text-align: center;">(Authorized Representative of NCDPS)</p>
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1.0 PURPOSE AND BACKGROUND

The Department of Public Safety, Division of Juvenile Justice, Juvenile Justice seeks medical providers to perform Pre-Employment Physicals, TB Testing, and Drug Testing on prospective employees to determine their ability to perform the essential job functions. Juvenile Justice requires approximately 200 physical examinations and drug/TB tests per year and intends to award multiple contracts to various local medical providers for this service.

The intent of this solicitation is to award an Agency 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 reserves the right to extend a contract term for a period of up to 180 days in 90 day-or-less increments.

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

2.0 GENERAL INFORMATION

2.1 REQUEST FOR QUOTE DOCUMENT

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

2.2 E-PROCUREMENT FEE

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

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

What is the Ariba Network?

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

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

<http://eprocurement.nc.gov/training/vendor-training>.

2.3 NOTICE TO VENDORS REGARDING RFQ 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 RFQ 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 RFQ.

If Vendors have questions or issues regarding any component of this RFQ, those must be submitted as questions in accordance with the instructions in the QUOTE 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 RFQ 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 quote or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor's quote that purports to vary any terms and conditions or Vendors'

instructions herein or to render the quote non-binding or subject to further negotiation. Vendor's quote shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

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

2.4 RFQ SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFQ	State	4/30/25
Submit Written Questions	Vendor	5/2/25 @2:00 pm et
Provide Response to Questions	State	5/6/25
Submit Quotes	Vendor	<p>5/7/25 2:00 pm et</p> <p>Microsoft Teams Need help?</p> <p>Join the meeting now</p> <p>Meeting ID: 211 320 222 416 8</p> <p>Passcode: MC9B2ya7</p> <hr/> <p>Dial in by phone</p> <p>+1 984-204-1487,,942412597# United States, Raleigh</p> <p>Find a local number</p> <p>Phone conference ID: 942 412 597#</p> <p>Join on a video conferencing device</p> <p>Tenant key: ncgov@m.webex.com</p> <p>Video ID: 113 526 351 2</p> <p>More info</p>
Contract Award	State	TBD

2.5 QUOTE QUESTIONS

Upon review of the RFQ documents, Vendors may have questions to clarify or interpret the RFQ in order to submit the best quote possible. To accommodate the Quote Questions process, Vendors shall submit any such questions by the "Submit Written Questions" date and time provided in the RFQ 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 RFQ SCHEDULE Section of this RFQ. Vendors will enter "**RFQ # 19-RFQ-1536174091-HMM – Questions**" as the subject of the message. Question submittals should include a reference to the applicable RFQ 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 RFQ. 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 RFQ, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the RFQ and an addendum to this RFQ.

2.6 QUOTE SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Late quotes, 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 quote has been received as described in this RFQ by the specified time and date of opening. Failure to submit a quote in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor’s quotes(s).

Vendor’s quotes 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://eprocmement.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 Quotes submitted through the Content Section of the Ariba Sourcing Event will be considered. Quotes submitted through the Message Board will not be accepted or considered for award.**

If confidential and proprietary information is included in the quote, also submit one (1) signed, REDACTED copy of the quote. 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 quote with its quote submission, the Department may release an unredacted version if a record request is received.

2.7 QUOTE CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this RFQ 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 quote, in the State’s sole discretion.

Vendors shall upload the following items and attachments in the Sourcing Tool:

- a) Completed and signed version of all EXECUTION PAGES, along with the body of the RFQ.
- b) Signed receipt pages of any addenda released in conjunction with this RFQ, if required to be returned.
- c) Vendor's Response.
- d) Completed version of ATTACHMENT A: PRICING
- e) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- f) Completed and signed version of ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR
- g) Completed and signed version of ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION

2.8 ALTERNATE QUOTES

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

2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this RFQ are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors found in the Sourcing Tool, which are incorporated herein by this reference.

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

While the intent of this RFQ is to award a Contract(s) to a single Vendor for all line items multiple Vendors, 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 RFQ 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 quotes received.

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFQ 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 COMMUNICATOINS BY VENDORS

Each Vendor submitting a quote to this RFQ, including its employees, agents, subcontractors, suppliers, subsidiaries and affiliates, is prohibited from having any communications with any person inside or outside the using agency; issuing agency; other government agency office or body (including the purchaser named above, any department secretary, agency head, members of the General Assembly and Governor's office); or private entity, if the communication refers to the content of Vendor's quote or qualifications, the content of another Vendor's proposal, another Vendor's qualifications or ability to perform a resulting contract, and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals, the award of a contract, or both.

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

3.3 QUOTE EVALUATION PROCESS

- a) Quotes are requested for the items as specified, or item(s) equivalent in design, function, and performance. The State reserves the right to reject any quote on the basis of fit, form and/or function, as well as cost.
- b) The State shall review the responses to this RFQ to confirm that they meet the specifications and requirements. The State reserves the right to waive any minor informality or technicality.
- c) For all responses that pass the initial review process, the State will review and assess the Vendors' pricing. The State may request additional formal responses or submissions from any or all Vendors for the purpose of clarification or to amplify the materials presented in any part of the quote. Vendors are cautioned, however, that the State is not required to request clarification, and often does not. Therefore, all quotes should be complete and reflect the most favorable terms available from the Vendor. Prices quoted cannot be altered or modified as part of a clarification.
- d) Quotes will be evaluated, based on the award criteria identified in Section 3.1 METHOD OF AWARD.

Award of a Contract to one Vendor does not mean that the other quotes lacked merit, but that, all factors considered, the selected quote was deemed most advantageous and represented the best value to the State.

Vendors are cautioned that this is a request for quote, not a request or an offer 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.

3.4 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this RFQ, the State may also consider, for purposes of evaluating proposed or actual contract performance outside of the United States, how that performance may affect the following factors to ensure that any award will be in the best interest of the State:

- a) Total cost to the State
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the State's information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the State's business requirements and internal operational culture
- g) Particular risk factors such as the security of the State's information technology
- h) Relations with citizens and employees
- i) Contract enforcement jurisdictional issues

3.5 INTERPRETATION OF TERMS AND PHRASES

This RFQ 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 quotes 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 RFQ. Except as specifically stated in the RFQ, 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 quote in its entirety.

4.0 REQUIREMENTS

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

4.1 PRICING

Quote 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 them to the Sourcing Tool. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

4.2 INVOICES

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

Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyer's Order Number, 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.

4.3 FINANCIAL STABILITY

As a condition of contract award, the Vendor must certify that it has the financial capacity to perform and to continue to perform its obligations under the Contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

Each Vendor shall certify it is financially stable by completing ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential issues from contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification. The Contract Manager may require annual recertification of the Vendor's financial stability.

4.4 HUB PARTICIPATION

Pursuant to North Carolina General Statute 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 RFQ will serve to identify those Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION.

4.5 REFERENCES

Vendor shall upload to the Sourcing Tool at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. The State *may* contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained *may* be considered in the evaluation of the Quote.

4.6 BACKGROUND CHECKS

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

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

X Contract value in excess of the Small Purchase threshold, but up to \$1,000,000.00

4.10 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

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

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

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

5.0 SPECIFICATIONS AND SCOPE OF WORK

5.1 SPECIFICATIONS

Prospective employees for the NC Department of Public Safety, Division of Adult Correction and Juvenile Justice, Juvenile Justice Section, report to one of the Regional Employment Offices (REO) below for processing of employment paperwork. The individual is issued Authorization for Pre-Employment Medical Exam (Appendix C- form REO-41) and other forms as described in the specifications below. The individual will deliver these forms to the Vendor’s site at which the physical, drug test and TB test will be performed at appointment time, as specified on the REO-41 form. The Vendor will issue a Chain of Custody Form and provide for physicals and testing as described below.

Regional Employment Offices

See map of REO locations, Appendix F

Juvenile Justice Lenoir Regional Office

3060 Dobbs Farm Rd, Kinston, NC 28504

Phone: 252-522-8177

jj_regionalemploymentoffice_lenoir@ncdps.gov

Juvenile Justice Central Regional Office

3010 Hammond Rd, Raleigh NC 27603

Phone: 919-324-6458

jj_regionalemploymentoffice_centralcourtservice@ncdps.gov

Juvenile Justice Eastern Regional Office

2241 Dickinson Avenue, Greenville, NC 27834

Phone: 252-214-6619

jj_regionalemploymentoffice_eastcourtservices@ncdps.gov

Juvenile Justice Greensboro Regional Office

2211 W Meadowview Rd, Ste 112, Greensboro, NC 27407

Phone: 336-252-2612

jj_regionalemploymentoffice_greensboro@ncdps.gov

Juvenile Justice Dillon Regional Office

100 Dillon Drive, Butner, NC 27509

Phone: 919-283-4755

jj_regionalemploymentoffice_dillon@ncdps.gov

Juvenile Justice Western Regional Office

188 Charlotte Highway, Asheville 28803

Phone: 919-737-0421

jj_regionalemploymentoffice_western@ncdps.gov

Juvenile Justice Piedmont Regional Office

223 Montgomery Ave Albemarle, NC 28001

Phone: 704 961-9832

jj_regionalemploymentoffice_piedmont@ncdps.gov

5.2 TASKS/DELIVERABLES

A. Pre-Employment Physicals Specifications:

1. The Vendor shall provide a Medical Practitioner licensed in the State of North Carolina as a Medical Doctor (M.D.), Physician’s Assistant (P.A.) or Family Nurse Practitioner (F.N.P.)
2. The Vendor shall maintain an office suitable to provide medical examinations and evaluations. **The Vendor shall provide a list of physical office locations, primary phone number for appointments, contact name, email and business hours in their quote response.**
3. The Vendor shall provide each medical practitioner providing services pursuant to a contract with the essential job and training functions for the position for which the examinee has applied, which the examining medical practitioner shall read and review to aid in the evaluation.
4. Each examining medical practitioner shall review the Medical Screening Guidelines for the DJJDP Officers found at NC DOJ’s website [Forms & Publications \(ncdoj.gov\)](https://www.ncdoj.gov/Forms-Publications)

Scroll down to the Medical Screening Guide



5. Each Medical Practitioner shall examine the prospective employee and fully complete the Medical Examination Report Form F-2 JJ (see **Appendix B**) and Medical History Statement Form F-1 DJJDP (see **Appendix A**)
 The medical examination shall include a review of the applicant’s medical history statement (F-1) (Appendix A), essential job functions, and essential training functions. The examination shall evaluate the applicant’s ability to perform essential job functions and essential training functions. (See Appendices D, E) In addition to using CJ’s Medical Screening Guidelines, Vendor shall apply the following Agency standards when determining medical suitability for visual acuity and hearing acuity.
 - o Hearing aids are acceptable if the hearing deficiency can be corrected with a hearing aid.
 - o Uncorrected vision of 20/200 (Snellen) or worse is acceptable for contact users with corrected vision of 20/30 (Snellen) or better for both eyes together
6. There are numerous job specific groups while only two basic training groups. The applicant will bring the correct Essential Job Function and Basic Training Function forms with them. The two Basic Training Groups: **Appendix D** Basic Training Functions for Juvenile Justice Officer and **Appendix E** Basic Training Functions for Juvenile Court Counselor.
7. The medical practitioner shall be provided Medical History Statement Form F-1 (see **Appendix A**) completed by the examinee to aid in the evaluation. The examining medical practitioner shall review and sign Form F1.

8. Following completion of the medical examination, the examining medical practitioner shall complete and sign Form F-2 Medical Examination Report (**Appendix B**) and include the medical practitioner's name and address.
9. If the examining medical practitioner answers "YES" to either of the following questions on Form F-2:

Are there any conditions, physical, emotional or mental, which, in your opinion, suggest further examination?

Do you have any reservations about this candidate's ability to physically perform required duties?

 - a. then, an explanation shall be written below the answer, explaining which essential job and/or training functions the applicant may not be able to perform and which conditions warrant further examination. In addition, the medical practitioner shall also indicate, by circling and signing, on the essential job functions and/or basic training functions form, which functions the applicant may not be able to perform. If the examining medical practitioner has questions about an individual's medical condition or history, the examining medical practitioner should review the applicant's medical record and/or contact the applicant's current health care provider to determine the applicant's medical suitability.
 - b. then, the examining medical practitioner shall immediately inform the Regional Employment Office by faxing the completed form F-2 Medical Examination Report (Appendix B), along with the Essential Job Functions and Basic Training Functions on which the medical practitioner has noted which essential job or trainings functions are in question and with an explanation of each "Yes" answer
10. The examining medical practitioner shall seal completed Forms F-1 Medical History Statement (**Appendix A**), F-2 Medical Examination Report (**Appendix B**), Essential Job Functions as provided by the applicant and Basic Training Functions (**Appendix D and E**) in an envelope, signing across the back of the envelope seal, and return to the Prospective Employee for return to the Regional Employment Office.
11. Neither the Vendor nor the examining medical practitioner shall hold the Department responsible for payment of the following charges:
 - a. Chest x-ray (unless documented medical condition exists which requires further examination and upon approval of authorized agent cited on authorization form, see example **Appendix C**)
 - b. Serology
 - c. Follow up Exam or Referrals to other medical providers.
12. The Vendor shall provide timely appointments (within 3 business days) to the applicant and shall be equipped to provide immediate service for walk in applicants during the provider's normal business hours.
13. The Vendor shall provide services only upon receipt of a signed and dated authorization form, REO-41 (**Appendix C**) Authorization for Pre-Employment Medical Exam.
14. The Vendor and examining medical practitioner shall ensure that all services provided will be consistent with community standards of practice and performed in accordance with customary rules of ethics and conduct of the applicable state and professional licensure boards and agencies.
15. The Vendor shall not allow non-Vendors to provide substitute services and the Vendor shall have a contract with every medical practitioner providing services under a contract resulting from this RFQ in which the medical practitioner agrees to provide services consistent with the terms of the contract between NC DPS and the Vendor. The Vendor and every medical practitioner providing services under a contract with NC DPS agrees not to make arrangements to have another healthcare professional provide "alternate" staffing if he/she is unavailable. The only exception to this rule is for medical practitioners who are providers within a group practice whose substitute is also a group member and the Vendor has a contract for services with the group.

16. Medical practitioners providing services under a contract with the Vendor shall be responsible for the proper custody and care of any property, files and/or records furnished him/her for use in connection with the performance of this agreement. Medical practitioners will reimburse the State for loss or damage of such property, files and/or records. Property, files and/or records shall be retained and made available upon request for a period of not less than six (6) years after the expiration of the contract.

Unless otherwise agreed upon, the Vendor certifies that each medical practitioner providing services under a contract resulting from this RFQ that he/she now has, and will continue to maintain, medical malpractice insurance coverage in the amount of one (1) million dollars per incident and three (3) million dollars in the aggregate, covering any work performed under the contract.

17. The Vendor and each medical practitioner providing services under any contract which results from this RFQ shall notify the Department in writing within Ten (10) days if the office location moves or closes.
18. The Vendor shall ensure that no medical practitioner without credentials required by law shall provide services under a contract resulting from the RFQ.

B. Tuberculosis Testing

1. The Vendor shall conduct TB tests in compliance with 10A NCAC 41A .0205 CONTROL MEASURES. The Vendor shall provide an Interferon Gamma Release Assay (IGRA) administered in accordance with recommendations and guidelines published by the Centers for Disease Control and Prevention. IGRAs that have been approved by the U.S. Food and Drug Administration (FDA) and commercially available in the U.S are:
 - i. QuantiFERON®-TB Gold In-Tube test (QFT-GIT);
 - ii. T-SPOT®.TB test (T-Spot)

TB results shall be transmitted to the applicable Regional Employment Office by secure electronic transfer, or other secure means within 3 days of receipt of the results. The subject line shall include the applicable REO name, employment candidate's name and applicant ID provided on the REO-41 form. Any additional testing due to a positive or inconclusive TB result shall be at the applicant's expense (e.g., chest x-ray, treatment, etc.).

C. Pre-Employment Drug Testing for Criminal Justice Certified Applicants

The Quote shall describe, in detail, your (your vendor's) testing, medical reviewing procedures and confidentiality safeguards. All evidence of current NIDS/HHS certification for the proposed laboratory(s) must be included. If online access of drug test results are available, the quote shall describe how results are maintained and how access, both for individual work units and agency wide access for drug testing coordinator is managed.

1. The Vendor shall administer a urinalysis drug screening (5 panel minimum) in compliance with CJ Standards, including the element of surprise. SAMHSA certified laboratories are the only laboratories that may perform required urinalysis drug screening for North Carolina criminal justice agencies. A complete description of all CJ Standards for drug screening is found at the following website: [Forms & Publications \(ncdoj.gov\)](http://ncdoj.gov)

Scroll down to the Drug Screening Guide



2. The vendor shall be responsible for establishing safeguards to ensure the confidentiality of test results. Current safeguard programs must be included in the Vendor’s proposal. Social security numbers shall not be used to identify employee test results. The agency will provide another unique applicant/employee identifier on the REO-41 form for each person tested on the Pre-Employment form.
3. The Vendor shall provide each individual being tested with the laboratory collection form (Chain of Custody Form) at no additional cost to the Department.
4. The Vendor shall ensure that all testing is conducted by a Substance Abuse & Mental Health Services Administration (**SAMHSA**) certified laboratory, and that the sample is tested for the HHS-5 profile (amphetamines, cannabinoids, cocaine metabolites, opiates and phencyclidine) in accordance in accordance with CJ Standards Drug Screening Implementation Guide: [Forms & Publications \(ncdoj.gov\)](https://www.ncdoj.gov/forms-publications)

The laboratory must be certified for federal workplace drug testing. The lab must use the SAMHSA testing process. **The vendor shall include with this Quote the name of the testing laboratory and provide evidence of current SAMHSA certification.**

5. The Vendor shall provide general informational literature on drug screening upon request to the NC DPS for distribution to individuals being drug tested to answer inquiries.
6. The drug test results shall be transmitted to the applicable Regional Employment Office by secure electronic transfer or secure online portal by the next business day following receipt of test results from the laboratory and medical review. The subject line shall include “Confidential Medical Information”, the applicable REO name, employment candidate’s name and applicant ID provided on the REO-41 form.
7. The Vendor shall ensure that all test results are sent directly to the Vendor’s medical review officer. Should any initial screening tests produce a positive result, the lab will perform a second test on the original specimen(s) using gas chromatography/mass spectrometry (GC/MS) testing or other reliable confirmatory tests as may be authorized or mandated by the U.S. Department of Health and Human Services for Federal Workplace Drug Testing Programs. Confirmed positive results will be further reviewed by the Vendor’s medical review officer, a physician, who will review the medical information form submitted by the individual being tested and contact the individual being tested for more information, if necessary, before issuing a final determination of results. Should the medical review officer confirm the results as positive and find no exculpatory explanation, the results must be reported as ‘positive’ to the Regional Employment Office. **Vendor shall provide the credentials of the Medical Review Officer with this quote.**

- 8. Confirmation cutoffs shall be provided with each positive test result within the thresholds established in the Drug Screening Implementation Guide, reference Appendix C, page 29 example below from the Guide.

Appendix C

ILLEGAL DRUGS AND THRESHOLD VALUES

Listed below are the illegal drugs for which the drug screening must check, and the threshold values* that are presently being used by the Commission for the purpose of determining whether a test result should be reported as positive. The Commission's rules have adopted the threshold values designated by SAMHSA. In the event that SAMHSA changes the designated values the Commission's values will adjust automatically. [12 NCAC 9B .0101(5)(d)]

The "threshold values" refer to how much of the drug must be present in the urine for the drug test to yield a positive result. "Initial" and "confirmatory" refer to the initial drug screening and the automatic confirmatory test which will be performed should the initial test prove positive. [For exact language see 12 NCAC 9B .0101(5).]

Illegal Drug	Initial	Confirmatory
1. Cannabis	50 ng/ml*	15 ng/ml
2. Opiates	300 ng/ml	300 ng/ml
3. Cocaine	300 ng/ml	150 ng/ml
4. PCP	25 ng/ml	25 ng/ml
5. Amphetamines	1000 ng/ml	500 ng/ml (NOTE: Methamphetamine must also contain amphetamines at a concentration of at least 200 ng/ml.)
	*ng/ml = nanograms per milliliter	

Appendix C

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5. Amphetamines	1000 ng/ml	500 ng/ml (NOTE: Methamphetamine must also contain amphetamines at a concentration of at least 200 ng/ml.)
	*ng/ml = nanograms per milliliter	

- 9. The Vendor shall designate a contact person and a toll-free number to verify and consult with the Department's applicant/employee about a positive drug result.
- 10. The Vendor shall provide test results only to the following: Regional Employment Office, the applicant, and/or the Vendor's personnel directly engaged in evaluating test results.

- 11. The Vendor shall comply with all federal, state, and local statutes, ordinances, and regulations which are applicable to entering into and performing a contract under these specifications; and shall procure all necessary licenses and permits.
- 12. During the life of the contract, the Vendor shall communicate any changes in federally mandated procedures and policies and/or forms and obtain approval by the Department’s Contract Administrator prior to implementation.

5.3 DEVIATIONS

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

6.0 CONTRACT ADMINISTRATION

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

6.1 CONTRACT MANAGER AND CONTRACT ADMINISTRATION

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:	

Heather Melton, Procurement Specialist II, NC Department of Public Safety, Department of Purchasing & Logistics, 3040 Hammond Business Place, Raleigh, NC 27603, heather.m.melton@ncdps.gov, is designated as the Contract Officer/Lead for the Department.

Catherine Anderson, NC Department of Public Safety, Administrative Services, 3010 Hammond Business Place, Raleigh NC 27603, 919 324-6424, is designated as the Contract Administrator for the Department concerning administrative and operational issues of this contract.

6.2 CONTINUOUS IMPROVEMENT

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

6.3 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 Administrator.

Acceptance of Vendor’s work product shall be based on the following criteria:

6.4 TRANSITION ASSISTANCE

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the State, at the option of the State, for up to 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.

6.5 DISPUTE RESOLUTION

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

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

6.6 CONTRACT CHANGES

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

6.7 ATTACHMENTS

All attachments to this RFP are the copies found within the Ariba Sourcing Tool, and are incorporated herein, and shall be submitted by responding in the Sourcing Tool.

The remainder of this page is intentionally left blank

ATTACHMENT A: PRICING FORM

FURNISH AND DELIVER: Pre-Employment Physicals, tuberculosis testing and drug testing for JUVENILE JUSTICE per specifications outlined in this document.

1. Pre-Employment Physicals:

\$ _____ Per Physical

2. TB testing:

\$ _____ Per QuantiFERON®-TB Gold In-Tube test (QFT-GIT)

(and/or)

\$ _____ Per T-SPOT® TB test (T-Spot)

3. 5-Profile Drug Testing:

\$ _____ Per Drug Testing

ADDITIONAL INFORMATION REQUESTED:

PLEASE PROVIDE:

Physical office location(s): (attach list if needed)

Primary phone number for appointments: _____

Contact name / email address and phone number if different than primary number: _____

Normal business days and hours:

Holidays observed: _____

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

The Vendor shall respond to questions below, as applicable.

PART I: HUB CERTIFICATION

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

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

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

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

PART II: PROCUREMENT OF GOODS - SUPPLIERS

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

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

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

PART III: PROCUREMENT OF SERVICES - SUBCONTRACTORS

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

If yes, then provide the following information:

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

Need more information?

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

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

ATTACHMENT E: 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? 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 F: 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]