STATE OF NORTH CAROLINA

Department of Health and Human Services

Request for Qualifications #: 30-200508
COVID-19 Testing and Contact Tracing Support

Date of Issue: May 29, 2020
Response Opening Date: June 9, 2020
at 2:00 PM, Eastern time
Direct all inquiries concerning this RFQ to:
Charles Barnette
Office of Procurement, Contracts and Grants
Email: ProcurementQuestions@dhhs.nc.gov
STATE OF NORTH CAROLINA

Request for Qualifications # 30-200508

For internal State agency processing, including tabulation of responses in the Interactive Purchasing System (IPS), please provide your company’s Federal Employer Identification Number or alternate identification number (e.g. Social Security Number). Pursuant to North Carolina General Statute 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 is to be filled out and returned with your response. Failure to do so may subject your response to rejection.

ID Number:

______________________________________________________

Federal ID Number or Social Security Number

________________________________________________________________________

Offeror Name
**STATE OF NORTH CAROLINA**  
Department of Health and Human Services  
Division of Health Benefits

Refer **ALL** inquiries regarding this RFQ to:  
Charles Barnette  
ProcurementQuestions@dhhs.nc.gov

<table>
<thead>
<tr>
<th>Request for Qualifications #: 30-200508</th>
</tr>
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<tbody>
<tr>
<td>Responses will be publicly opened: June 9, 2020 at 2:00 PM, Eastern Time</td>
</tr>
<tr>
<td>Contract Type: Open Market</td>
</tr>
<tr>
<td>Commodity No. and Description: 918 – Consulting Services</td>
</tr>
<tr>
<td>Using Agency: Health and Human Services</td>
</tr>
<tr>
<td>Requisition No.: N/A</td>
</tr>
</tbody>
</table>

**EXECUTION**

In compliance with this Request for Qualifications, 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, and in any subsequent Task Order. By executing this Request for Qualifications, the undersigned Vendor certifies that this response is submitted competitively and without collusion (G.S. 143-54), that 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 that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. Furthermore, by executing this response, the undersigned certifies to the best of Offeror’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 Offerer 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. 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 Contract; 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 your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

**Failure to execute/sign response prior to submittal shall render response invalid and it WILL BE REJECTED. Late responses cannot be accepted.**

**VENDOR:**

<table>
<thead>
<tr>
<th>STREET ADDRESS:</th>
<th>P.O. BOX:</th>
<th>ZIP:</th>
</tr>
</thead>
<tbody>
<tr>
<td>CITY &amp; STATE &amp; ZIP:</td>
<td>TELEPHONE NUMBER:</td>
<td>TOLL FREE TEL. NO:</td>
</tr>
<tr>
<td>PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #10):</td>
<td></td>
<td></td>
</tr>
<tr>
<td>PRINT NAME &amp; TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:</td>
<td>FAX NUMBER:</td>
<td></td>
</tr>
<tr>
<td>VENDOR’S AUTHORIZED SIGNATURE:</td>
<td>DATE:</td>
<td>E-MAIL:</td>
</tr>
</tbody>
</table>

Offer valid for at least 180 days from date of response opening. After this time, any withdrawal of response shall be made in writing, effective upon receipt by the agency issuing this RFQ.

**ACCEPTANCE OF RESPONSE**

If any or all parts of this response are accepted by the State of North Carolina, an authorized representative of the Department of Health and Human Services shall affix his/her signature hereto and this document and all provisions of this Request For Qualifications along with the Offeror response and the written results of any negotiations shall make the offeror eligible to be considered for a Qualified Offeror Pool. A copy of this acceptance will be forwarded to the successful Offeror(s).

**FOR STATE USE ONLY:** Offer accepted for Qualified Vendor Pool this ___ day of ___________, 20___, as indicated on the attached certification, by _________________________________.

Authorized Representative of Department of Health and Human Services.
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1.0 PURPOSE AND BACKGROUND

The North Carolina Department of Health and Human Services (DHHS) is seeking to create a pool of qualified Offerors (with a preference for minority Offerors or workforce) to support the DHHS response to the Public Health Crisis created by COVID-19.

DHHS is issuing this Request for Qualifications (RFQ) to identify Offerors qualified to perform diagnostic and/or antibody testing and/or contact tracing for COVID-19 Disease and/or Laboratory Capacity Reserve. The RFQ includes the following four service components, defined below:

1) High throughput testing;
2) Directed/Mobile testing;
3) Laboratory Reserve Capacity; and
4) Contact tracing services.

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

2.0 GENERAL INFORMATION

DHHS is issuing this Request for Qualifications (RFQ) to identify Offerors capable of providing the tracing and testing services outlined above. Once a pool of qualified Offerors has been established via this RFQ, DHHS will give preference in awarding task orders to those Offerors that meet the service delivery criteria, are minority owned or partners with minority owned subcontractors or have a racially and ethnically diverse workforce with demonstrated cultural and linguistic competency to engage with historically underserved communities.

The following table outlines DHHS’ projected timeline for implementation of COVID-19 related services:

<table>
<thead>
<tr>
<th>KEY ACTIVITY</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Posting of RFQ</td>
<td>May 29, 2020</td>
</tr>
<tr>
<td>Submit written questions to DHHS</td>
<td>June 1, 2020, 2:00PM ET</td>
</tr>
<tr>
<td>DHHS Posting of responses to questions</td>
<td>June 3, 2020</td>
</tr>
<tr>
<td>Submit Response to RFQ</td>
<td>June 9, 2020, 2:00PM ET</td>
</tr>
<tr>
<td>Complete Evaluation of Offeror Applications</td>
<td>June 15, 2020</td>
</tr>
<tr>
<td>Notify Qualified Offerors</td>
<td>June 17, 2020</td>
</tr>
<tr>
<td>Task Order Issuance</td>
<td>As needed</td>
</tr>
<tr>
<td>Additional Offeror Applications</td>
<td>Monthly by the 1st day of the month commencing on July 1, 2020</td>
</tr>
</tbody>
</table>

2.1 REQUEST FOR QUALIFICATIONS DOCUMENT

The RFQ is comprised of the base RFQ document, any attachments, any relevant supporting documentation and any addenda released before notification of prequalification. All attachments and addenda released for this RFQ in advance of any notification of prequalification are incorporated herein by reference.

2.2 NOTICE TO OFFERORS REGARDING RFQ TERMS AND CONDITIONS

It shall be the Offeror’s responsibility to read the Instructions, the State’s 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. Offerors also are responsible for obtaining and complying with all Addenda that may be issued in connection with this RFQ.

If Offerors have questions, issues, or exceptions regarding any term, condition, or other component within this RFQ, those must be submitted as questions in accordance with the instructions in Section 2.6 RESPONSE QUESTIONS. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be
Offeror: ________________________________

communicated in the form of an RFQ addendum. The State may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the RFQ that have been addressed during the question and answer period. Other than through this process, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Offeror’s response. This applies to any language appearing in or attached to the document as part of the Offeror’s response that purports to vary any terms and conditions or Offerors’ instructions herein or to render the response non-binding or subject to further negotiation. Offeror’s response shall constitute a firm offer. **By execution and delivery of this RFQ Response, the Offeror agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Offeror’s response as nonresponsive.**

If an Offeror desires modification of the terms and conditions of this solicitation, it is urged and cautioned to inquire during the question period, in accordance with the instructions in this RFQ, about whether specific language proposed as a modification is acceptable to or will be considered by the State. Identification of objections or exceptions to the State’s terms and conditions in the response itself shall not be allowed and shall be disregarded or the response rejected.

An Offeror may, however, include a separate page along with its response, titled “Request for Qualifications Modifications to Terms and Conditions,” and identify specific modifications that it requests the State to consider. The State will evaluate all responses without regard to any proposed modifications. Once a response has been identified as one for which prequalification recommendation has been made but prior to approval of the recommendation, the State, in its sole and absolute discretion, may consider any proposed modifications attached to that response. Any modification(s) to the terms and condition agreed to by the State will be in the resulting contract. Any ambiguity, vagueness, inconsistency or conflict, either internal to such modification(s) or arising when read in conjunction with other portions of the Contract, shall be construed strictly in favor of the State. By executing and submitting its response to this RFQ, Offeror understands and agrees that the State may exercise its discretion not to respond to or not to consider any and all proposed modifications Offeror(s) may request and may accept Offeror’s response under the terms and conditions of this RFQ.

Contact with anyone working for or with the State regarding this RFQ other than the State Contract Specialist named on the face page of this RFQ in the manner specified by this RFQ shall constitute grounds for rejection of said Offeror’s response, at the State’s election.

**2.3 REQUEST FOR QUALIFICATIONS QUESTIONS**

Upon review of the RFQ documents, Offerors may have questions to clarify or interpret the RFQ in order to submit the best response possible. To accommodate the Response Questions process, Offerors shall submit any such questions by the above due date for Offerors seeking qualification for the June 17, 2020 prequalification. For future submission dates questions must be received no later than 10 days prior to the submission date.

Written questions shall be e-mailed to **ProcurementQuestions@dhhs.nc.gov** by the date and time specified above. Offerors should enter RFQ 30-200508 as the subject for the email. Questions submittals should include a reference to the applicable RFQ section and be submitted in a format shown below:

<table>
<thead>
<tr>
<th>Reference</th>
<th>Offeror Question</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFQ Section, Page Number</td>
<td>[Offeror question]</td>
</tr>
</tbody>
</table>

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 form of an addendum to the Interactive Purchasing System (IPS), [http://www.ips.state.nc.us](http://www.ips.state.nc.us), 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
Offeror: _____________________________________

connection with this RFQ, shall be considered authoritative or binding. Offerors shall rely only on written material contained in an Addendum to this RFQ.

2.4 RESPONSE SUBMITTAL

Offeror responses must be submitted as outlined below:

IMPORTANT NOTE:

a) Offeror must submit one (1) executed (signed) electronic copy of its offer. Offeror must submit its response to this solicitation by electronic mail ONLY. Paper copies will be deemed non-responsive, and the offer will not be considered.

b) Responses should be e-mailed directly to ProcurementQuestions@dhhs.nc.gov. If there are technical questions regarding e-mail submission, they may be addressed to ProcurementQuestions@dhhs.nc.gov. When submitting responses or questions, the Subject Line must begin with the RFQ Number 30-200508.

c) Your Qualification Statement and response(s) to Qualification Questions (Attachment G1-G4, as appropriate) may be contained in the same e-mail but must be separate files and clearly named (e.g. 30-200508 Offeror’s Name Qualification Statement XXXX). Files should not be password-protected and should be capable of being copied to other media. Offers submitted via any other medium including but not limited to facsimile machine, USPS, national courier (e.g. FedEx, UPS) in response to this solicitation will be deemed non-responsive and will not be considered further.

d) If your documents are submitted in multiple emails, that must be stated in the Subject line, and the first and final e-mail should be clearly noted. For example: Subject: RFQ 30-200508 OFFEROR NAME Response Email 1 of 3; Subject: RFQ 30-200508 OFFEROR NAME Response Email 3 of 3.

e) It is the responsibility of the Offeror to submit their offer in accordance with these instructions by the specified time and date of opening. All electronic offers are subject to the conditions made a part hereof.

f) Offers must be submitted with the Execution page signed and dated by an official authorized to bind the Offeror’s firm. Failure to return a signed offer shall result in disqualification. All offers must comply with Section VI, Proposal Content and Organization.

g) One (1) electronic, e-mailed copy of Offeror’s redacted response in accordance with Chapter 132 of the General Statutes, Public Records, marked RFP 30-200508– Offeror’s Name – Redacted. For the purposes of this RFQ, redaction means to edit a document by obscuring or removing information that is considered confidential and/or proprietary by Offeror and that meets the definition of Confidential Information set forth in G.S. 132-1.2. If Offeror’s response does not contain Confidential Information, Offeror must submit a signed statement to that effect as RFQ 30-200508– Offeror’s Name – Redacted. The files should not be password-protected and should be capable of being copied to other media.

h) This RFQ is available electronically at https://www.ips.state.nc.us/ips/. All inquiries regarding the RFQ specifications or requirements are to be addressed to the contact person listed on Page One.

2.5 RESPONSE CONTENTS

Offerors shall complete all attachments of this RFQ that require the Offeror to provide information and include an authorized signature where requested. Offeror RFQ responses shall include the following items and those attachments should be arranged in the following order:

a) Cover Letter

b) Title Page: Include the company name, address, phone number and authorized representative along with the Request for Qualification Number.
c) Completed and signed version of EXECUTION PAGES, along with the body of the RFQ ( ), and signed receipt pages of any addenda released in conjunction with this RFQ (if required to be returned).
d) ATTACHMENT A: INSTRUCTIONS TO OFFERORS
e) ATTACHMENT B: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS
f) Completed and signed version of ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY OFFEROR
g) Completed and signed version of ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION
h) Completed version of ATTACHMENT G: QUALIFICATION STATEMENT FORM
i) Complete Attachments G-1 Qualification Questions for Viral Testing (High Throughput and/or Directed/Mobile), G-2 Qualification Questions for Antibody Testing (High Throughput and/or Directed/Mobile), G-3 Qualification Questions for Contact Tracing, and/or G-4 Qualification Questions for Laboratory Reserve Capacity as applicable for the components Offeror is seeking qualification;
j) Completed version of ATTACHMENT H: KEY PERSONNEL INFORMATION
k) Completed and signed version of ATTACHMENT I: CERTIFICATIONS
l) Completed and signed version of ATTACHMENT J: BUSINESS ASSOCIATE ADDENDUM
m) SEPARATE DOCUMENT (NOT INCLUDED IN THE RESPONSE ITSELF): If necessary, a list of Offeror issues or proposed alternative language concerning State Terms and Conditions (see Section 2.2 NOTICE TO OFFERORS REGARDING TERMS AND CONDITIONS for additional information).
n) Completed version of attachment K: Supplemental Offeror Information – Historically Underutilized Businesses

2.6 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS
a) **BAFO**: Best and Final Offer, submitted by an Offeror to alter its initial offer, made in response to a request by the issuing agency.
b) **BUYER**: The employee of the State or Other Eligible Entity that places an order with the Offeror.
c) **CAP accreditation**: College of American Pathologists, accreditation for laboratories
d) **CLIA-certified**: Clinical Laboratory Improvement Amendments of 1988, CMS certification for laboratories
e) **Contact Tracing**: The identification of people who may have come into contact with an infected person and subsequent collection of further information about these contacts.
f) **CONTRACT LEAD**: Representative of the DHHS Office of Procurement and Contract Services who corresponds with potential Offerors in order to identify and contract with that Offeror providing the greatest benefit to the State and who will administer this contract for the State.
g) **Directed/Mobile Testing**: Ability to deploy testing sites into varied geographies on short notice, adjust site capacity and communities served, as well as rapidly establish community partnerships
h) **E-PROCUREMENT SERVICES**: The program, system, and associated services through which the State conducts electronic procurement.
i) **EUA**: Emergency Use Authorization
j) **FDA**: US Food and Drug Administration
k) **FHQC**: Federally Qualified Health Center
l) **High Throughput Testing**: The capacity to test at a MINIMUM of 100 tests/day per site with a minimum deployment of 10 sites simultaneously across the state(1000 tests per day). The high throughput testing vendor must provide these tests in addition to existing capacity and these tests cannot replace current testing volume.
m) **Health Resources and Services Administration (HRSA) Portal**: https://www.hrsa.gov/coviduninsuredclaim
n) **HUB**: Historically Underutilized Business https://ncadmin.nc.gov/businesses/hub
o) **Laboratory Reserve Capacity**: The ability of a lab to accept up to 1,000 specimens per day to support overflow needs at the State Laboratory of Public Health
Offeror: _____________________________________

p) **North Carolina Electronic Disease Surveillance System (NCEDSS):**
   https://ncedss.ncpublichealth.com/login.do

q) **PCP:** Primary Care Physician

r) **PPE:** Personal Protective Equipment

s) **QUALIFIED RESPONSE:** A responsive proposal submitted by a responsible Offeror.

t) **RFQ:** Request for Qualifications

u) **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.

v) **STATE AGENCY:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, boards, commissions, institutions of higher education and other institutions.

w) **Task Order:** A solicitation for specific services issued to qualified vendors.

x) **OFFEROR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Request for Proposal.

y) **HISTORICALLY MARGINALIZED POPULATIONS:** Racial and ethnic groups in North Carolina with a legacy of economic and social injustice and health disparities.

z) **SAFETY-NET HEALTH CARE PROVIDER:** A Federally Qualified Health Center, Local Health Department, Rural Health Center, Free and Charitable Clinic, or other entity that provides services to persons regardless of insurance status or ability to pay.

### 3.0 PREQUALIFICATION AND RESPONSE EVALUATION PROCESS

#### 3.1 PREQUALIFICATION SELECTION

All responses will be evaluated, and Offeror(s) meeting the RFQ requirements and demonstrating the capability to provide the services described in the Scope of Work (SOW) will be prequalified to be considered for work on specific projects in the future.

Offerors can seek qualification for any one service component or any combination of service components. For example, an Offeror may seek qualification for only contract tracing. Another Offeror may seek qualification for contact tracing and directed/mobile testing. The Department will accept responses to this RFQ on an ongoing basis as outlined in Section 5.0. Responses will be reviewed on a monthly basis and Qualified Offerors notified by the Department.

Offerors deemed qualified by DHHS through this RFQ will establish a pool of Offerors that DHHS can engage for specific tasks. DHHS will seek competitive bids for specific tasks through the task order process described within the RFQ unless only one Offeror is qualified through this RFQ process that can provide the service or there is an urgent and immediate need for a service such that the delay in issuing a task order would increase the risk of harm to the public. The determination of an urgent or immediate need is at the sole discretion of DHHS. If no qualified Offeror bids on a task order issued by DHHS, DHHS reserves the right to negotiate a contract for needed services with any known qualified Offeror or other known provider of the service.

Task Orders for specific projects may be issued at a later date and awarded based on the qualifications provided through this RFQ or information gathered through future solicitations as needed. Per SL 2015-245, DHHS will award Task Orders based on acceptance of the most advantageous offer to the State and evaluation shall include best value, as the term is defined in G.S. 143-135.9(a)(1).

While the intent of this RFQ is to prequalify multiple Offerors, the State reserves the right to make separate awards to different Offerors for one or more Task Order, to not award one or more Task Order or to cancel this RFQ in its entirety without prequalifying any Offerors, 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 responses received.

#### 3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

During the evaluation period—from the date responses are opened through the date the prequalification notification issued—each Offeror submitting a response (including its representatives, sub-contractors and/or suppliers) is
Offeror: _____________________________________

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, department secretary, agency head, members of the general assembly and/or governor’s office), or private entity, if the communication refers to the content of Offeror’s response or qualifications, the contents of another Offeror’s response, another Offeror’s qualifications or ability to perform the 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 responses and/or the prequalification of Offerors. A Offeror not in compliance with this provision shall be disqualified from being prequalified, unless it is determined in the State’s discretion that the communication was harmless, that it was made without intent to influence and that the best interest of the State would not be served by the disqualification. An Offeror’s response may be disqualified if its sub-contractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of prequalification notification). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFQ or general inquiries directed to the purchaser regarding requirements of the RFQ (prior to response submission) or the status of the prequalification process (after submission) are excepted from this provision.

3.3 RESPONSE EVALUATION PROCESS

The State shall review all Offeror responses to this RFQ to confirm that they meet the requirements of the RFQ.

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

Responses will be received from each responsive Offeror as outlined in paragraph 4.1

All responses must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFQ.

At that date and time, the package containing the responses from each responding firm will be opened publicly and the name of the Offeror will be announced.

Offerors are cautioned, that, all responses should be complete and reflect the most favorable terms available from the Offeror.

Responses will generally be evaluated according to completeness, content, and experience with similar projects, ability of the Offeror and its staff, and cost. Specific evaluation criteria are listed in 3.4 Qualification CRITERIA, below.

Offerors are cautioned that this is a request for qualifications, not an offer or request to contract, and the State reserves the unqualified right to reject any and all responses at any time if such rejection is deemed to be in the best interest of the State.

Upon completion of the evaluation process, the State will prequalify Vendors based on the evaluation and post the prequalification notification to IPS under the RFQ number for this solicitation.

Offerors deemed qualified by the Department through this RFQ will establish a pool of Vendors that the Department can engage for specific defined tasks. The Department will seek competitive bids for specific tasks through the task order process described within the RFQ unless only one Offeror is deemed qualified through this RFQ process that can provide the service or there is an urgent and immediate need for a service such that the delay in issuing a task order would increase the risk of harm to the public.

The determination of an urgent or immediate need is at the sole discretion of the Department. If no qualified Offeror bids on a task order issued by the Department, the Department reserves the right to negotiate a contract for needed services with any known qualified Offeror or other known provider of the service.

Pursuant to North Carolina General Statute (NCGS) 143-58, it is state policy to encourage and promote the use of small contractors, minority contractors, physically handicapped contractors, and women contractors in purchasing goods and services. The Department will give preference in awarding task orders to those qualified Offerors that meet these criteria or have a diverse workforce. As such, in addition to qualifying Offerors for the services identified in the RFQ, the RFQ will serve to identify those Offerors that are minority owned or have a racially,
ethnically and linguistically diverse workforce. This identification will be considered in the evaluation of responses to subsequent task orders.

The RFQ, any addenda or other documents issued pursuant to this RFQ and the issuance and acceptance of any subsequent task orders by the Department creates a binding contract between the Department and Offeror.

Offerors deemed qualified by the Department will be identified by the Department and qualified Offeror responses to this RFQ and any subsequent task orders awarded may be posted to the DHHS website for public viewing in accordance with Attachment A., paragraph 10.

3.4 QUALIFICATION CRITERIA

All Offeror responses will be evaluated, and prequalification will be made based on consideration of the following criteria, and information provided in the Qualification Statement Form (ATTACHMENT G), and the response to Qualification Questions provided in Attachments G1 – G4. The Qualification Criteria below attempts to balance the needs of the Department and communities it serves and allows for potentially new organizations to participate in the COVID-19 response.

a) Ability to rapidly hire qualified and trained staff who can demonstrate racial, ethnic, cultural and linguistical competencies which reflect the communities the Offeror might serve

b) Experience with the type of services specified in the RFQ including the handling of disease specimens

c) Prior performance with similar work

d) Prior experience working in North Carolina. There is a strong preference for North Carolina-based or headquartered organizations.

e) Proven capacity to deliver the project requirements on time and on budget

f) Minority owned business or have a racially, ethnically, culturally and linguistically diverse workforce

g) Performed similar scope of work in underrepresented communities/Historically Marginalized Populations

h) Laboratory must be CLIA-certified, or CAP accredited

i) HIPAA compliance

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

Offeror shall complete ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY OFFEROR. 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:

- Total cost to the State
- Level of quality provided by the Offeror
- Process and performance capability across multiple jurisdictions
- Protection of the State’s information and intellectual property
- Availability of pertinent skills
- Ability to understand the State’s business requirements and internal operational culture
- Particular risk factors such as the security of the State’s information technology
- Relations with citizens and employees
- Contract enforcement jurisdictional issues

3.6 INTERPRETATION OF TERMS AND PHRASES

This RFQ serves two functions: (1) to advise potential Offerors of the parameters of the solution being sought by the Department; and (2) to provide (together with other specified documents) the terms of any Contract resulting from this procurement. As such, all terms in the RFQ shall be enforceable as contract terms in accordance with the General Contract Terms and Conditions. The use of phrases such as “shall,” “must,” and “requirements” are intended to create enforceable contract conditions. In determining whether responses should be evaluated or rejected, the Department will take into consideration the degree to which Offerors have demonstrated or failed to demonstrate experience that will satisfy DHHS’ needs as described in the Request for Qualifications. Except as specifically stated in the RFQ, no one requirement shall automatically disqualify an Offeror from consideration. However, failure to
comply with any single requirement may result in the Department exercising its discretion to reject a response in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this RFQ. By submitting a response, the Offeror 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 Offeror is unclear about a requirement or specification or believes a change to a requirement would allow for the State to receive a better response, the Offeror is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.4.

4.1 OFFEROR RESPONSE

DHHS is seeking information and qualifications from organizations that have relevant experience in contact tracing, high-throughput testing, directed/mobile testing, and/or laboratory capacity reserve as outlined under Section 1.

Background and Purpose.

DHHS recognizes that Offerors may wish to partner with other Offerors and requests that Offerors indicate their desire for partnering in their RFQ response in the cover letter as described in Section 2.6.

DHHS is seeking concise responses from Offerors who have relevant experience in providing support in leading, designing, and implementing similar efforts. Section 2.6 provides the required response contents including ATTACHMENT G: QUALIFICATIONS STATEMENT FORM and the Qualification Questions found in ATTACHMENTS G-1 – G-4, as applicable, for the components for which Offeror is seeking qualification. which shall include the following information:

Offerors can choose to respond to one or several Service Components (as defined in Section 5.0 – Scope of Work).

Provide the following for each Service Component that you are interested in responding to:

a) Up to four (4) qualification statements (of no more than 1 page each) – see ATTACHMENT G: QUALIFICATIONS STATEMENT FORM which include:
   - The name of the state/agency/client engaged.
   - The name of the project/engagement.
   - The primary role(s) the Offeror performed on the project.
   - The project start and end date.
   - The solution provided by the Offeror.
   - The project outcome.
   - Any potential conflicts of interest, with explanation.

b) The names, resumes and bios for key personnel that you anticipate being involved throughout the entire program, including any subcontractors.

Use ATTACHMENT G1-G4: QUALIFICATION QUESTIONS, to respond to specific questions for each component of the RFQ for which Offeror is seeking qualification.

Use the ATTACHMENT H: STAFF and QUALIFICATIONS INFORMATION FORM – Quals Matrix tab to record which client qualifications you are submitting for each Service Component for which you are responding.

Use the ATTACHMENT K: SUPPLEMENTAL OFFEROR INFORMATION – HISTORICALLY UNDERUTILIZED BUSINESSES to identify whether the Offeror or any subcontractors are HUB Certified Offeror.

Only these materials will be considered by DHHS in evaluation of qualification for work, and DHHS requests respondents not to submit other additional material.

Task orders for specific projects will be issued later and awarded based on the qualifications provided through this RFQ or information gathered through future solicitations as needed. DHHS will award Task Orders based on acceptance of the most advantageous offer to the State and evaluation shall include best value, as the term is defined in G.S. 143-135.9(a)(1).
4.2 PRICING

Pricing for each Service Area will be solicited through the task order process.

4.3 ACCEPTANCE OF WORK

Unless otherwise specified in a Task Order for a specific project:

Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any requirements, acceptance criteria or otherwise fail to conform to the contract, the State may exercise any and all rights hereunder, including, for deliverables, such rights provided by the Uniform Commercial Code as adopted in North Carolina.

4.4 INVOICES

Unless otherwise specified in a Task Order for a specific project:

a) Invoices must be submitted to the Contract Lead in hard copy on the Contractor’s official letterhead stationery and must be identified by a unique invoice number. A scanned copy of an original invoice may be sent electronically to the DHHS Office of the Controller’s Accounts Payable section at DHHS.OOC.AP@dhhs.nc.gov. All pertinent information such as purchase order number, pricing, etc., must be legible on the attachment. All invoice backup reports and spreadsheets must be provided in electronic format.

b) Invoices must bear the correct contract number and purchase order number to ensure prompt payment. The Vendor’s failure to include the correct purchase order number may cause delay in payment.

c) Invoices must include an accurate description of the work for which the invoice is being submitted, the invoice date, the period covered, the amount of fees due to the Vendor and the original signature of the Vendor’s project manager.

4.5 PAYMENT TERMS

Unless otherwise specified in a Task Order for a specific project:

a) The Vendor will be compensated at the rates negotiated for each Task Order.

b) The Vendor will be paid net thirty (30) calendar days after the Vendor’s invoice is approved by the State.

4.6 FINANCIAL STABILITY

Each Offeror shall certify it is financially stable by completing the ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential issues from Contracting with an Offeror 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.

4.7 BACKGROUND CHECKS

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

Vendor shall not substitute key personnel assigned to the performance of an awarded Task Order without prior written approval by the Contract Lead. Vendor shall 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, direct the termination of any person providing services under this Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract services provided by such personnel.

4.9 OFFEROR’S REPRESENTATIONS

a) Offeror warrants that qualified personnel shall provide services under any resultant Task Order 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. Offeror agrees that it will not enter any agreement with a third party that may abridge any rights of the State under this Contract. Vendor will serve as the prime contractor under any resultant Task Order 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 Offeror’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).

b) If any services, deliverables, functions, or responsibilities not specifically described in any resultant Task Order are required for Vendor’s proper performance, provision and delivery of the service and deliverables under this 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 Deliverables.

c) Offeror warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that Offeror has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Offeror 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.

5.0 SCOPE OF WORK

Offerors can seek qualification for any one service component or any combination of service components. For example, an Offeror may seek qualification for only contract tracing. Another Offeror may seek qualification for contact tracing and directed/mobile testing. DHHS will accept responses to this RFQ as set forth below.

Responses will be reviewed on a monthly or as-requested basis and Offerors as deemed qualified by the Department will be notified.

Offerors can seek qualifications for any one service component or any combination of service components as follows. All offeror responses must be received by 2:00 PM, ET on each of the following dates.

1. June 9, 2020
2. July 1, 2020
3. August 1, 2020
4. September 1, 2020
5. October 1, 2020
6. November 1, 2020
7. December 1, 2020
Description of Service Components are as follows:

**Contact Tracing:**
Contact tracing is a proven, effective way to help slow the spread of COVID-19. Contact tracing identifies people that have recently been in close contact with someone who has tested positive for COVID-19. This helps North Carolina more rapidly identify those who may have been exposed to COVID-19 and quickly get them the necessary supports and resources that can help protect them and their loved ones.

Local health departments and health agencies have used contact tracing in North Carolina for decades to control the spread of other diseases such as tuberculosis and measles. Local health departments have been using contact tracing for COVID-19 since the first cases were identified in North Carolina.

To meet the scale needed to respond to COVID-19, DHHS seeks to build on the work of local health departments to expand contact tracing by identifying Offerors whose ownership reflects or bring community partners who represent the communities and people impacted by COVID-19.

North Carolina is committed to ensuring contact tracing teams:

- reflect the communities they serve, have the necessary cultural and linguistic competencies, provide a person-centered approach to the work,
- are well positioned to reach the communities hardest hit by COVID
- have capacity to refer for testing
- can track and follow up with individuals to ensure tests are done and results are logged
- can provide post testing support and refer to non-congregate shelter or other living options if warranted.

Specific tasks may include but are not limited to the following:

- Adhering to and implementing contact tracing practices defined by the Local Health Departments and DHHS.
- Securely logging and documenting of the contact’s personal information and health data (i.e. input to NC EDSS platform or Microsoft testing and contact tracing platform).
- Follow-up on leads of contacts via telephone and/or in person and conducting contact interviews.
- Referring for COVID-19 testing as appropriate.
- Hiring individuals with cultural or linguistic capabilities in proportion to the percent population of the COVID-19 diagnosis within the communities which are impacted by COVID-19.
- Participating in and coordinating the training of staff in for example, HIPAA, understanding contact tracing principles and best practices, system or technologies needed to trace and track potential contacts.
- Identifying social service and community resources or supports a contact may need while in isolation or quarantine and coordinating or providing information regarding local options and next steps for COVID-19 patients; vendors may be asked to specifically assist in securing those needed and appropriate resources when necessary, including referrals to non-congregate isolation shelter options in coordination with the county.
- Directing, as appropriate, Cases or Contacts for COVID-19 testing or other clinical services which the Case or the Contact may need.
- Document all call or contact information according to standard operating procedures.
- In some cases, the Offeror may be requested to provide digital phone software and licenses to enable the Contact Tracers, and Case Investigators, to perform remote telephonic contact tracing, for in-bound and out-bound calls.
- In some cases, staff may need to provide their own equipment (e.g. laptops, tablets).

**Testing**
Knowing who has COVID-19 is critical to slowing the spread of COVID-19. DHHS is seeking to partner with a vendor or vendors to establish or extend COVID-19 testing capabilities that meet the public health needs of North Carolina and its communities. Testing Vendors that would best serve North Carolinians will be asked to represent their capabilities to consistently meet the needs of DHHS, including:
a. **Testing volume & laboratory reserve:** While the capacity to test depends on the need, DHHS seeks Offerors who have the capability to deploy “high throughput” testing sites (MINIMUM of 100 tests/day per site with a minimum deployment of 10 sites simultaneously across the state (1000 tests per day)). The Offeror must provide these tests in addition to existing testing capacity and these tests cannot replace current laboratory projected capacity.

Capacity also is measured by the amount of time after receipt it takes to report test results to the patient and to the Department. Timely results allow for the most robust response to contain potential outbreaks, direct clinical and social service resources and understand the effectiveness of surveillance strategies. The Department measures reporting timeframe in hours and will expect that partners will work continuously to reduce time lags for reporting with an initial goal of a 24-hour turnaround.

b. **Directed or mobility capability:** DHHS seeks Offerors who have the capability to rapidly deploy to specific locations to meet the rapidly evolving and changing testing needs of DHHS and communities. Offerors must be able to provide testing services (at a MINIMUM 50 tests per day) by specific location as directed by DHHS based on need, by community, county, region or state-wide.

c. **Resource acquisition and coordination:** The Offeror that would best serve North Carolinians should be able to provide their own testing resources to support testing site management, specimen collection, human resources and patient management and, as appropriate, billing insurance for testing reimbursement. DHHS seeks Offerors who have the capability to understand what resources are needed to successfully administer and manage a COVID-19 collection program and to bring as many of those resources as possible necessary to protect the public from additional exposures and to facilitate successful testing events (e.g., tests, human resources, portable tents/toilets, Personal Protective Equipment, specimen storage and courier capability, laboratory capacity to process specimen). The Department recognizes that not all organizations may have access to all resources and would work with those organizations to provide those resources as available to the Department.

d. **Understanding and addressing the needs of historically marginalized populations:** To combat COVID-19, DHHS seeks Offerors who can overcome historical and contemporary social and economic constraints to reduce the infection rates of North Carolina, especially in those communities who face disproportionate infection rates.

e. **Coordination with community organizations:** DHHS seeks Offerors that operate within, have existing relationships with or can rapidly develop partnerships with entities in communities who face disproportionate infection rates.

f. **Coordination with the public, safety-net health care providers, and clinical health systems:** DHHS seeks testing Offerors that can closely coordinate with the existing health care infrastructure in the communities it serves, including Local Health Departments, Health Systems, medical homes and Federally Qualified Health Centers (FQHCs).

g. **Utilization of DHHS and Local Health Department (LHD) technical and data infrastructure:** DHHS seeks those testing Offerors who are supportive of and have the ability to utilize the existing DHHS data and technical platforms - including using DHHS and LHD training and Microsoft testing and contact tracing platform.

The Offeror is expected to propose and deploy strategies based on State direction and community need.

The DHHS will deploy high throughput or directed/mobile testing sites based on evolving needs, including:

1. Increasing testing in areas with outbreaks or active surveillance efforts;
2. Areas/counties.Communities with denoted COVID-19 undertesting;
3. The need to support historically marginalized populations;
4. Congregate facility testing (e.g. state facilities);
5. Support businesses and their workforce;
6. Preparing for a possible increase disease activity due to new exposures.

### 5.1 Service Components

DHHS anticipates the future work that will be awarded through Task Orders that may fall into one or more of the Service Component outlined below. The representative activities in the following table provide examples of tasks that may be performed under each work area and are not meant to be a complete list of activities.
<table>
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<tr>
<th>#</th>
<th>Service Component</th>
<th>Representative Activities</th>
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| 1  | High Throughput Testing  | Collecting and not replacing existing total state laboratory capacity while completing a **Minimum** of 100 tests/day per site with a minimum deployment of 10 sites simultaneously across the state (1000 tests per day) and with results reported to the State within 96 hours of specimen collection (or sooner)  
  - Vendor provides personnel or subcontracts to trained local community partners  
  - Vendor provides Personal Protective Equipment (PPE)  
  - Vendor provides all specimen collection supplies  
  - Vendor provides all test reagents and instrumentation  
  - Vendor utilizes a molecular diagnostic test able to detect SARS-CoV-2 virus with greater than 95% sensitivity, greater than 90% specificity  
  - Vendor is able to refer individuals to PCP or other healthcare provider for positive results  
    - Vendor is able to report back results to the health department if there are positive cases within 96 hours from the time specimen is collected; or (b) within 24 hours of determining the test results – whichever is sooner.  
    - Report results back to site within 96 hours from the time specimen is collected; or (b) within 24 hours of determining the test results – whichever is sooner.  
  - Vendor is capable of billing Medicare, Commercial plans, Medicaid, other insurance, the uninsured and must be able to seek reimbursement for the testing of uninsured individuals through the HRSA portal. |
| 2  | Directed/Mobile Testing  | Vendor provides mobile diagnostic testing services to locations as directed by DHHS at varying testing volumes but at a **Minimum** of 50 tests per day.  
  - Vendor provides personnel or subcontracts to organizations which reflect the community it serves  
  - Vendor provides PPE  
  - Vendor provides all specimen collection supplies  
  - Vendor provides all test reagents and instrumentation  
  - Vendor utilizes a molecular diagnostic test able to detect SARS-CoV-2 virus with greater than 95% sensitivity, greater than 90% specificity  
  - Vendor is able to refer individuals to PCP or other healthcare provider for positive results  
    - Vendor is able to report back results to the health department if there are positive cases within 96 hours from the time specimen is collected; or (b) within 24 hours of determining the test results – whichever is sooner.  
    - Report results back to site within 96 hours from the time specimen is collected; or (b) within 24 hours of determining the test results – whichever is sooner. |
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<td>Offeror: _____________________________</td>
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• Report results back to site within 96 hours from the time specimen is collected; or (b) within 24 hours of determining the test results – whichever is sooner. |   |   |
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|   |   |   |
| Vendor is capable of billing Medicare, Commercial plans, Medicaid, other insurance, the uninsured and must be able to seek reimbursement for the testing of uninsured individuals through the HRSA portal. |   |   |
|   |   |   |
| 3 | Contact Tracing |   |
|   | Vendor can provide individuals with non-English fluent speakers for specific languages for call center or field deployment |   |
|   | Vendor staff completes NC Division of Public Health training and can properly manage personal health information |   |
|   | Vendor staff are trained in and utilize NC Division of Public Health and Local Health Department platforms (i.e. input to NC EDSS platform and Microsoft testing and contact tracing platform) |   |
|   | Vendor staff are familiar with the communities or region in which they expected to be deployed |   |
|   | Vendor staff have the capability and tools to follow-up on leads of contacts via telephone and/or in person and conducting contact interviews |   |
|   | Referring for COVID-19 testing as appropriate |   |
|   | Provide information around local resources and next steps for COVID-19 patients and route calls to appropriate resources if necessary |   |</p>
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<tr>
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<th>Laboratory Reserve Capacity</th>
<th>Vendor can test up to 1,000 specimens per day to support overflow needs at the State Laboratory of Public Health</th>
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<tr>
<td></td>
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<td>Vendor provides all personnel</td>
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<tr>
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<td>Vendor is able to electronically report all positive and negative results of diagnostic testing through NCEDSS</td>
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Applicable to all service components:

1. Vendor must provide qualified personnel to conduct all activities specified in the Task Orders
2. Vendor must provide all PPE and other equipment necessary to perform the tasks
3. Vendor must provide all IT equipment necessary to conduct contact tracing and provide required reporting
4. Vendor must provide all required reporting as specifically defined by each task order to be issued
5. Vendor must be able to report all positive and negative test results through the NCEDSS electronically
6.0 CONTRACT ADMINISTRATION

6.1 PROJECT MANAGER AND CUSTOMER SERVICE
Upon award of a Task Order for a specific project, the Vendor shall designate and make available to the State a project manager. The project manager shall be the State’s point of contact for contract related issues and issues concerning performance, progress review, scheduling and service.

6.2 POST AWARD MANAGEMENT REVIEW MEETINGS
Upon the award of a Task Order for a specific project, the Vendor, at the request of the State, shall meet periodically with the State for Project Review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

6.3 DISPUTE RESOLUTION
Upon the award of a Task Order for a specific project, the parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the State’s Contract Lead for resolution. A claim by the State shall be submitted in writing to the Vendor’s Project Manager for resolution. The Parties shall 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. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.4 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.

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Attachments to this RFQ begin on the next page.
ATTACHMENT A: INSTRUCTIONS TO OFFERORS

1. **READ, REVIEW AND COMPLY:** It shall be the Offeror’s responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Offerors or elsewhere in this RFQ document.

2. **LATE PROPOSALS:** Late proposals or responses to task orders, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Offeror’s sole responsibility to ensure delivery at the designated office by the designated time.

3. **ACCEPTANCE AND REJECTION:** The State reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Offeror, to accept any item in the proposal. If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.

4. **BASIS FOR REJECTION:** Pursuant to 01 NCAC 05B .0501, the State reserves the right to reject any and all offers, in whole or in part, by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to the State, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of the State.

5. **EXECUTION:** Failure to sign EXECUTION PAGE in the indicated space will render proposal non-responsive, and it shall be rejected.

6. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this solicitation or those in any resulting contract, the order of precedence shall be (high to low) (1) Task Order; (2) any special terms and conditions specific to this RFQ, including any negotiated terms; (3) requirements and specifications in Sections 4, 5 and 6 of this RFQ; (4) North Carolina General Contract Terms and Conditions in ATTACHMENT B: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS; (5) Instructions in ATTACHMENT A: INSTRUCTIONS TO OFFERORS; and (6) Offeror’s Proposal.

7. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute §143-48 and Executive Order #25 (2017), the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. Offerors must complete Attachment K in responding to this RFQ.

8. **Cultural and Linguistic Competency**
   a. Contractor will work in good faith to recruit, train, promote, and retain a culturally and linguistically diverse governance, leadership, and workforce, including Temporary Staff, who are responsive to the population in the service area, in accordance with applicable Federal and State law.
   b. Contractor will work in good faith to recruit and train qualified personnel who can provide services in a linguistically appropriate manner. If Contractor is unable to recruit staff, Contractor will use other mediums to provide appropriate language access services (e.g. interpreter services, telephonic interpretation, video remote interpreting).

9. **RECIPROCAL PREFERENCE:** G.S. §143-59 establishes a reciprocal preference requirement to discourage other states from favoring their own resident Vendors by applying a percentage increase to the price of any proposal from a North Carolina resident Vendors The “Principal Place of Business” is defined as that principal place from which the trade or business of the Vendors is directed or managed.
10. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the State will maintain confidential trade secrets that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as “CONFIDENTIAL” by the Vendor, with specific trade secret information enclosed in boxes or similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. §132-1.2. Any material labeled as confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. §132-1.2. Vendors are urged and cautioned to limit the marking of information as a trade secret or as confidential so far as is possible.

11. **PROTEST PROCEDURES:**

a. **RFQ:** When an Offer that is not qualified by DHHS for the Qualified Vendor Pool wishes to protest that DHHS determination, Offer shall submit a written request to Charles Barnette, Office of Procurement, Contracts and Grants. The protest request must be received by DHHS within thirty (30) calendar days from the date of the notification to qualified Offerors established through the RFQ process. Protest letters shall contain specific grounds and reasons for the protest, how the protesting party was harmed by the award made and any documentation providing support for the protesting party’s claims. Note: Qualification notices are sent only to the Vendor actually qualified, and not to every person or firm responding to a solicitation. Proposal status and Award notices are posted on the Internet at https://www.ips.state.nc.us/ips/.

b. **Task Order Awards:** When a Vendor wishes to protest a Contract resulting from this solicitation that is awarded by the Division of Purchase and Contract, or awarded by an agency in an awarded amount of at least $25,000, a Vendor shall submit a written request addressed to the State Purchasing Officer at Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305. A protest request related to an award amount of less than $25,000 shall be sent to the purchasing officer of the agency that issued the award. The protest request must be received in the proper office within thirty (30) consecutive calendar days from the date of the Contract award. Protest letters shall contain specific grounds and reasons for the protest, how the protesting party was harmed by the award made and any documentation providing support for the protesting party’s claims. **Note:** Contract award notices are sent only to the Vendor actually awarded the Contract, and not to every person or firm responding to a solicitation. Proposal status and Award notices are posted on the Internet at https://www.ips.state.nc.us/ips/. All protests will be handled pursuant to the North Carolina Administrative Code, 01 NCAC 05B .1519.

12. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.

13. **COMMUNICATIONS BY OFFERORS:** In submitting its proposal, the Offeror agrees not to discuss or otherwise reveal the contents of its proposal to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this RFQ. All Offerors are forbidden from having any communications with the using or issuing agency, or any other representative of the State concerning the solicitation, during the evaluation of the proposals (i.e., after the public opening of the proposals and before the award of the Contract), unless the State directly contacts the Offeror(s) for purposes of seeking clarification or another reason permitted by the solicitation. A Offeror shall not: (a) transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other Offeror to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Offeror’s proposal and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation and/or award of the Contract that is the subject of this RFQ. Offerors not in compliance with this provision may be disqualified, at the option of the State, from the Contract award. Only those communications with the using agency or issuing agency authorized by this RFQ are permitted.

14. **TABULATIONS:** Proposal tabulations can be electronically retrieved at the Interactive Purchasing System (IPS), https://www.ips.state.nc.us/ips/BidNumberSearch. Click on the IPS BIDS icon, click on Search for Bid, enter the proposal number, and then search. Tabulations will normally be available at this web site not later than one working day after the proposal opening. Lengthy or complex tabulations may be summarized, with other details not made available on IPS, and requests for additional details or information concerning such tabulations cannot be honored.
15. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM** Link NC allows Vendors to electronically register free with the State to receive electronic notification of current procurement opportunities for goods and services of potential interests to them available on the Interactive Purchasing System, as well as notifications of status changes to those solicitations. Online registration and other purchasing information is available at the following website [http://www.pandc.nc.gov/](http://www.pandc.nc.gov/).

16. **WITHDRAWAL OF PROPOSAL:** A Proposal may be withdrawn only in writing and received by the office issuing the RFQ prior to the time for the opening of Proposals identified on the cover page of this RFQ (or such later date included in an Addendum to the RFQ). A withdrawal request must be on Offeror’s letterhead and signed by an official of the Offeror authorized to make such request. Any withdrawal request made after the opening of Proposals shall be allowed only for good cause shown and in the sole discretion of the Division of Purchase and Contract.

17. **INFORMAL COMMENTS:** The State shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the State during the competitive process or after award. The State is bound only by information provided in this RFQ and in formal Addenda issued through IPS.

18. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Offeror in preparing or submitting offers are the Offeror’s sole responsibility; the State of North Carolina will not reimburse any Offeror for any costs incurred prior to award.

19. **OFFEROR’S REPRESENTATIVE:** Each Offeror shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm’s proposal.

20. **SUBCONTRACTING:** Unless expressly prohibited, a Offeror may propose to subcontract portions of the work to identified subcontractor(s), provided that its proposal clearly describe what work it plans to subcontract and that Offeror includes in its proposal all information regarding employees, business experience, and other information for each proposed subcontractor that is required to be provided for Offeror itself. Contractors are encouraged to partner with HUBS as subcontractors when possible.

21. **INSPECTION AT VENDOR’S SITE:** The State reserves the right to inspect, at a reasonable time, the equipment/item, plant or other facilities of a prospective Offeror prior to Contract award, and during the Contract term as necessary for the State determination that such equipment/item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

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1. **PERFORMANCE AND DEFAULT:** If, through any cause, Vendor shall fail to fulfill in timely and proper manner the obligations under this contract, the State shall have the right to terminate this contract by giving written notice to the Vendor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this contract prepared by the Vendor shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any acceptable work completed on such materials. Notwithstanding, Vendor shall not be relieved of liability to the State for damages sustained by the State by virtue of any breach of this contract, and the State may withhold any payment due the Vendor for the purpose of setoff until such time as the exact amount of damages due the State from such breach can be determined. The State reserves the right to require at any time a performance bond or other acceptable alternative performance guarantees from a Vendor without expense to the State.

In case of default by the Vendor, the State may procure the goods and services necessary to complete performance hereunder from other sources and hold the Vendor responsible for any excess cost occasioned thereby. In addition, in the event of default by the Vendor under this contract, or upon the Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Vendor, the State may immediately cease doing business with the Vendor, immediately terminate this contract for cause, and may act to debar the Vendor from doing future business with the State.

2. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the material, quality, workmanship or performance of the goods or services offered prior to their delivery, it shall be the responsibility of the Vendor to notify, in writing, the Contract Lead at once, indicating the specific regulation which required such alterations. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.

3. **AVAILABILITY OF FUNDS:** Any and all payments to the Vendor shall be dependent upon and subject to the availability of funds to the agency for the purpose set forth in this contract.

4. **TAXES:** Any applicable taxes shall be invoiced as a separate item.
   a. G.S. §143-59.1 bars the Secretary of Administration from entering into Contracts with Vendors if the Vendor or its affiliates meet one of the conditions of G. S. §105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G. S. §105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the Vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the proposal document the Vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
   b. All agencies participating in this Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Vendor will be executed and returned by the using agency.
   c. Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.

5. **SITUS:** The place of this Contract, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in Contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.

6. **GOVERNING LAWS:** This Contract is made under and shall be governed, construed and enforced in accordance with the laws of the State of North Carolina, without regard to is conflict of laws rules.
7. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of correct invoice or acceptance of goods, whichever is later. The using agency is responsible for all payments to the Vendor under the Contract. Payment by some agencies may be made by procurement card, if the Vendor accepts that card (Visa, MasterCard, etc.) from other customers, and it shall be accepted by the Vendor for payment under the same terms and conditions as any other method of payment accepted by the Vendor. If payment is made by procurement card, then payment may be processed immediately by the Vendor.

8. **EQUAL EMPLOYMENT OPPORTUNITY:** Vendor shall comply with all Federal and State requirements and North Carolina Executive Order 24 dated October 18, 2017, concerning fair employment and employment of the disabled, and concerning the treatment of all employees without regard to discrimination by reason of race, color, ethnicity, national origin, age, disability, sex, pregnancy, religion, National Guard or veteran status, sexual orientation, gender identity or expression.

9. **INTELLECTUAL PROPERTY INDEMNITY:** Vendor shall hold and save the State, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any copyrighted material, patented or unpatented invention, articles, device or appliance delivered in connection with this contract.

10. **ADVERTISING:** Vendor agrees not to use the existence of this Contract or the name of the State of North Carolina as part of any commercial advertising or marketing of products or services. A Vendor may inquire whether the State is willing to act as a reference by providing factual information directly to other prospective customers.

11. **ACCESS TO PERSONS AND RECORDS:** During and after the term hereof, the State Auditor and any using agency’s internal auditors shall have access to persons and records related to this Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. §143-49(9).

12. **ASSIGNMENT:** No assignment of the Vendor’s obligations nor the Vendor’s right to receive payment hereunder shall be permitted.

   However, upon written request approved by the issuing purchasing authority and solely as a convenience to the Vendor, the State may:

   a. Forward the Vendor’s payment check directly to any person or entity designated by the Vendor, and

   b. Include any person or entity designated by Vendor as a joint payee on the Vendor’s payment check.

   In no event shall such approval and action obligate the State to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all Contract obligations. Upon advance written request, the State may, in its unfettered discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all of the Vendor’s assets. Any purported assignment made in violation of this provision shall be void and a material breach of this Contract.

13. **INSURANCE:**

   **COVERAGE** - During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

   a. **Worker’s Compensation** - The Vendor shall provide and maintain Worker’s Compensation Insurance, as required by the laws of North Carolina, as well as employer’s liability coverage with minimum limits of $500,000.00, covering all of Vendor’s employees who are engaged in any work under the Contract. If any work is sub-contracted, the Vendor shall require the sub-Contractor to provide the same coverage for any of his employees engaged in any work under the Contract.
Offeror: _____________________________________

b. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of $1,000,000.00 Combined Single Limit. (Defense cost shall be in excess of the limit of liability.)

c. **Automobile** - Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the Contract. The minimum combined single limit shall be $250,000.00 bodily injury and property damage; $250,000.00 uninsured/under insured motorist; and $2,500.00 medical payment.

**REQUIREMENTS** - Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of this Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor’s liability and obligations under the Contract.

14. **GENERAL INDEMNITY**: The Vendor shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Contract, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of this Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor. The Vendor represents and warrants that it shall make no claim of any kind or nature against the State’s agents who are involved in the delivery or processing of Vendor goods or services to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.

15. **INDEPENDENT CONTRACTOR**: Vendor shall be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Vendor represents that it has, or will secure at its own expense, all personnel required in performing the services under this contract. Such employees shall not be employees of or have any individual contractual relationship with the State.

16. **KEY PERSONNEL**: Vendor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the State’s assigned Contract Lead. The individuals designated as key personnel for purposes of this contract are those specified in the RFQ and persons identified in Vendor’s proposal.

17. **SUBCONTRACTING**: Work proposed to be performed under this contract by the Vendor or its employees shall not be subcontracted without prior written approval of the State’s assigned Contract Administrator. Unless otherwise indicated, acceptance of a Vendor’s proposal shall include approval to use the subcontractor(s) that have been specified therein in accordance with paragraph 20 of Attachment A: Instructions to Vendor. Contractor remains solely responsible for the performance of its subcontractors.

18. **TERMINATION FOR CONVENIENCE**: The State may terminate this contract at any time by providing thirty (30) days’ notice in writing from the State to the Vendor. In that event, all finished or unfinished deliverable items prepared by the Vendor under this contract shall, at the option of the State, become its property. If the contract is terminated by the State as provided in this section, the State shall pay for services satisfactorily completed by the Vendor, less any payment or compensation previously made.

19. **CONFIDENTIALITY**: Any State information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under this contract shall be kept as confidential, used only for the purpose(s) required to perform this contract and not divulged or made available to any individual or organization without the prior written approval of the State.
20. **CARE OF PROPERTY:** The Vendor agrees that it shall be responsible for the proper custody and care of any property furnished it by the State for use in connection with the performance of this contract or purchased by or for the State for this contract, and Vendor will reimburse the State for loss or damage of such property while in Vendor’s custody.

21. **PROPERTY RIGHTS:** All deliverable items and materials produced for or as a result of this contract shall become the property of the State, and Vendor hereby assigns all ownership rights in such deliverables, including all intellectual property rights, to the State; provided, however, that as to any preexisting works imbedded in such deliverables, Vendor hereby grants the State a fully-paid, perpetual license to copy, distribute and adapt the preexisting works.

22. **OUTSOURCING:** Any Vendor or subcontractor providing call or contact center services to the State of North Carolina shall disclose to inbound callers the location from which the call or contact center services are being provided.

If, after award of a contract, the contractor wishes to relocate or outsource any portion of the work to a location outside the United States, or to contract with a subcontractor for the performance of any work, which subcontractor and nature of the work has not previously been disclosed to the State in writing, prior written approval must be obtained from the State agency responsible for the contract.

Vendor shall give notice to the using agency of any relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons performing services under a State contract to a location outside of the United States.

23. **COMPLIANCE WITH LAWS:** Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with this contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

24. **ENTIRE AGREEMENT:** This RFQ and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This RFQ, any addenda thereto, and the Vendor’s proposal and any supporting documentation are incorporated herein by reference as though set forth verbatim.

All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

25. **AMENDMENTS:** This contract may be amended only by a written amendment duly executed by the State and the Vendor. The NC Division of Purchase and Contract shall give prior approval to any amendment to a contract awarded through that office.

26. **WAIVER:** The failure to enforce or the waiver by the State of any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

27. **FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

28. **SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in this contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity that otherwise would be available to the State under applicable law.
29. HIPAA and HITECH: The Department has declared itself a hybrid entity under HIPAA. As such, Vendors performing certain services pursuant to task orders issued pursuant to this RFQ may be considered a business associate and subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and clinical Health Act (HITECH).

   a. Vendors designated as business associates shall comply with HIPAA and HITECH requirements and regulations, as amended, including:

      i. Compliance with the Privacy Rule, Security Rule, and Notification Rule:
      ii. The development of and adherence to applicable Privacy and Security Safeguards and Policies;
      iii. Timely reporting of violations regarding the access, use, and disclosure of protected health information (PHI); and
      iv. Timely reporting of privacy and/or security incidents;

   b. Vendors performing functions on behalf of the Department that make Vendor a business associate for the purposes of HIPAA regulation must execute Attachment J prior to performing such functions.

   c. Vendor shall cooperate and coordinate with the Department and its privacy officials and other compliance officers as mandated by HIPAA and HITECH and accompanying regulations, or as requested by the Department, during performance of the Contract so that both Parties are in compliance with HIPAA and HITECH.

   d. In addition to federal law and regulation, Contractor shall comply with State rules and regulation regarding protected information and Department and State policies including State IT Security Policy and standards. These policies may be revised from time to time and the Vendor shall comply with all such revisions.

30. NORTH CAROLINA IDENTIFY THEFT PROTECTION ACT: Certain data and information received, generated, maintained or used by Contractor may be classified as “identifying information” within the meaning of NCGS 14-113.20(b) or “personal information” within the meaning of NCGS 75-61(1). Vendor is subject to the North Carolina Identify Theft Protection Act requirements, NCGS 132-1.10, and NCGS 75-65 and must protect such identifying information and personal information as required by law, Department and State policy, and the terms of this Contract. Vendor shall report security breaches of all protected information, whether PHI, identifying information or personal information to the Department’s privacy and security official.

31. SECURITY:

   a. State of NC Security Standards and DHHS Privacy and Security Standards

      i. Contractor shall comply with all security standards including those published in the State of North Carolina Statewide Information Security Manual, the North Carolina Department of Health and Human Services Privacy and Security Office (PSO) Standards, and any federal regulations and requirements. Department policies can be found at: https://www2.ncdhhs.gov/info/olm/manuals/dhs/pol-80/man/.

      The State of North Carolina Statewide Information Security Manual is available at the following URL: https://it.nc.gov/statewide-information-security-policies. The Department will work with the Contractor to validate compliance with the PSO standards.

      ii. The Contractor’s systems and processes shall comply with all current and future Federal, State, and Department requirements for privacy and security and data exchange within one hundred twenty (120) days of the implementation of that standard.

      iii. Encryption and Transmission: The Contractor will implement strong encryption algorithm that meets industry encryption standard criteria as defined by NIST and HIPAA Security Standards to encrypt all confidential information including protected health information (PHI) and personally identifiable information (PII) while in transit to ensure data confidentiality and security.
iv. Data Security: The Contractor shall implement internal data security measures, environmental safeguards, firewalls, access controls, and other security methods utilizing appropriate hardware and software necessary to monitor, maintain, and ensure data integrity in accordance with all applicable federal regulations, state regulations, local laws, and DHHS privacy and security policies. In the event the Contractor obtains written consent by a DHHS Division or Office to enter into a third-party agreement to whom the Contractor provides confidential information, the Contractor shall ensure that such agreement contains provisions reflecting obligations of data confidentiality and data security as stringent as those set forth in the Contract.

v. Duty to Report: In addition to any DHHS Privacy and Security Office (PSO) notification requirements in a Business Associate Agreement (BAA) with a DHHS Division of Office, the Contractor shall report all suspected and confirmed privacy/security incidents or privacy/security breaches involving unauthorized access, use, disclosure, modification, or data destruction to the DHHS Privacy and Security Office at ncdhhs.gov/about/administrative-divisions-offices/office-privacy-security within twenty-four (24) hours after the incident is first discovered. If the privacy or security incident involves Social Security Administration (SSA) data or Centers for Medicaid and Medicaid Services (CMS) data, the contractor shall report the incident within one (1) hour after the breach is first discovered. At a minimum, such privacy and security incident report will contain to the extent known: the nature of the incident, specific information about the data compromised, the date the privacy or security incident occurred, the date the Contractor was notified, and the identity of affected or potentially affected individual(s). During the performance of this contract, the contractor is to notify the DHHS Privacy and Security Office of any contact by the federal Office for Civil Rights (OCR) received by the contractor. In addition, the Contractor will reasonable cooperate with DHHS Divisions and Officers to mitigate the damage or harm of such security incidents.

vi. Cost Borne by Contractor: If any applicable federal regulations, state regulations, local law, or rules require the DHHS division/office or the contractor to give affected persons written notice of a privacy or security breach arising out of the Contractor's performance under this contract, the contractor shall bear the cost of the notice.

b. Continuous Monitoring

i. The contractor shall maintain compliance with the State Chief Information Officer’s (CIO) Continuous Monitoring Process mandate, requiring that Contractors hosting state-owned data outside of NC DIT’s infrastructure environment work with state agencies to implement a risk management program that continuously monitors risk through the performance of assessments, risk analysis, and data inventory.

ii. To comply with this mandate, set forth in N.C.G.S. §143B-1376 http://www.ncleg.net/EnactedLegislation/Statutes/HTML/ByChapter/Chapter_143B.html and based upon NIST 800-137, "Information Security Continuous Monitoring (ISCM) for Federal Information Systems and Organizations", the Contractor shall perform security/risk assessments on its information systems using NIST 800-53 controls to assess its compliance with enterprise security standards as outlined below.

b. Physical Security

i. Each person who is an employee or agent of Contractor or sub-contractor must always display an appropriate State badge and his or her company ID badge while on State premises. Upon request of Department personnel, each such employee or agent must also provide additional photo identification.
ii. At all times at any State facility, Contractor’s personnel shall cooperate with State site requirements, including being prepared to be escorted, providing information for badging, and wearing the badge in a visible location.

d. **State of NC Data Classification and Handling**

The State of North Carolina Data Classifications as published in the North Carolina Department of Information Technology Data Classification and Handling Policy guide and the related handling procedures will apply to all data held in Contractor’s IT systems on behalf of the Department, and in the execution of this contract. The guide is available at the following URL: https://files.nc.gov/ncdit/documents/files/Statewide-Data-Class-Handling.pdf.

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ATTACHMENT C - RESERVED
ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR

In accordance with NC General Statute §143-59.4, the 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 this Contract. The State will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award. Please complete items a, b, and c below.

a) Will any work under this Contract be performed outside the United States? □ YES □ NO

If the Vendor answered “YES” above, Vendor must complete items 1 and 2 below:

1. List the location(s) outside the United States where work under this Contract will be performed by the Vendor, any sub-Contractors, employees, or other persons performing work under the Contract:

2. Describe the corporate structure and location of corporate employees and activities of the Vendor, its affiliates or any other sub-Contractors that will perform work outside the U.S.:

b) The Vendor agrees to provide notice, in writing to the State, of the relocation of the Vendor, employees of the Vendor, sub-Contractors of the Vendor, or other persons performing services under the Contract outside of the United States □ YES □ NO

NOTE: All Vendor or sub-Contractor 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.

c) Identify all U.S. locations at which performance will occur:

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ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION

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: __________________________

☐ 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 in 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 this Contract.

☐ He or she is authorized to make the foregoing statements on behalf of the Vendor.

Note: This is a continuing certification and Vendor shall notify the Contract Lead within 15 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 in the space below:

____________________________________________________________________________

Signature                                                                 Date

Printed Name                                                                 Title

[This Certification must be signed by an individual authorized to speak for the Offeror]
ATTACHMENT F:  RESERVED
ATTACHMENT G: QUALIFICATION STATEMENT FORM

Offeror will use the following document to provide qualification information where Offeror has done similar work for other clients.

Offeror Name: __________________________________________________________

Business Name: _______________________________________________________

RFQ Service Component that this qualification is for: ____________________________

1. Describe ability to rapidly hire qualified and trained staff who can demonstrate racial, ethnic, cultural, and linguistic competencies which reflect the communities the Offeror might serve.

2. Describe your experience with the type of services specified in the RFQ including the handling of disease specimens (if applicable), prior experience with similar work, prior experience working in NC, proven capacity to deliver the project requirements on time and on budget.

3. Identify whether you are a minority owned business or have a racially, ethnically, culturally and linguistically diverse workforce.

4. Identify whether you have performed a similar scope of work in underserved communities/Historically Marginalized Populations

5. Describe your performance and specific work performed on a similar project in terms of size and scope
6. Describe and provide concrete example of your proven capacity to project requirements on time and within budget

Provide a reference for similar work (size/scope/complexity) performed:

Name of state/agency/client: ____________________________
Name of the project/engagement: __________________________
Primary role(s) the Offeror performed on the project: __________________________
Project start and end date: __________________________
Project description: __________________________

Solution provided by the Offeror: __________________________

Project outcome: __________________________

Offeror dollar value of the project: __________________________

Peak number of Offeror staff and FTE's and for how long: __________________________

Reference information

- Name: __________________________
- Title: __________________________
- Email address and phone number: __________________________
- Explanation if no reference can be supplied: __________________________
ATTACHMENT H: KEY PERSONNEL QUALIFICATION INFORMATION

Offeror must provide qualifications for key staff responsible for managing each one of the Qualification Applications submitted.

For each proposed key staff member provide the following for each Service Component:

1. Name, applicable certification and resume
2. Assigned role in the performance of the work
3. Documented experience with performing similar work
ATTACHMENT I: CERTIFICATIONS

FEDERAL CERTIFICATIONS

The undersigned states that:

1. He or she is the duly authorized representative of the Provider named below;

2. He or she is authorized to make, and does hereby make, the following certifications on behalf of the Provider, as set out herein:
   a. The Certification Regarding Nondiscrimination;
   b. The Certification Regarding Drug-Free Workplace Requirements;
   c. The Certification Regarding Environmental Tobacco Smoke;
   d. The Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions; and
   e. The Certification Regarding Lobbying;

3. He or she has completed the Certification Regarding Drug-Free Workplace Requirements by providing the addresses at which the contract work will be performed;

4. [Check the applicable statement]
   [ ] He or she has completed the attached Disclosure Of Lobbying Activities because the Provider has made, or has an agreement to make, a payment to a lobbying entity 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 a covered Federal action;
   OR
   [ ] He or she has not completed the attached Disclosure Of Lobbying Activities because the Provider has not made, and has no agreement to make, any payment to any lobbying entity for influencing or attempting to influence any officer or employee of any agency, any Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with a covered Federal action.

5. The Provider shall require its subcontractors, if any, to make the same certifications and disclosure.

_________________________________________  ______________________________________
Signature                                      Title

_________________________________________
Provider Name                                 Date

[This Certification Must be signed by the Same Individual Who Signed the Proposal Execution Page]
I. Certification Regarding Nondiscrimination

The Provider certifies that it will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (h) the Food Stamp Act and USDA policy, which prohibit discrimination on the basis of religion and political beliefs; and (i) the requirements of any other nondiscrimination statutes which may apply to this Agreement.
II. Certification Regarding Drug-Free Workplace Requirements

1. The Provider certifies that it will provide a drug-free workplace by:

   a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Provider’s workplace and specifying the actions that will be taken against employees for violation of such prohibition;

   b. Establishing a drug-free awareness program to inform employees about:

      i. The dangers of drug abuse in the workplace;

      ii. The Provider’s policy of maintaining a drug-free workplace;

      iii. Any available drug counseling, rehabilitation, and employee assistance programs; and

      iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

   c. Making it a requirement that each employee be engaged in the performance of the agreement be given a copy of the statement required by paragraph (a);

   d. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the agreement, the employee will:

      i. Abide by the terms of the statement; and

      ii. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;

   e. Notifying the Department within ten days after receiving notice under subparagraph (d)(ii) from an employee or otherwise receiving actual notice of such conviction;

   f. Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(ii), with respect to any employee who is so convicted:

      i. Taking appropriate personnel action against such an employee, up to and including termination; or

      ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

   g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The sites for the performance of work done in connection with the specific agreement are listed below (list all sites; add additional pages if necessary):

   **Address**

   Street

   City, State, Zip Code

   Street

   City, State, Zip Code

3. Provider will inform the Department of any additional sites for performance of work under this agreement.

4. False certification or violation of the certification may be grounds for suspension of payment, suspension or termination of grants, or government-wide Federal suspension or debarment. 45 C.F.R. 82.510.
III. Certification Regarding Environmental Tobacco Smoke

Public Law 103-227, Part C-Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000.00 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Provider certifies that it will comply with the requirements of the Act. The Provider further agrees that it will require the language of this certification be included in any subawards that contain provisions for children's services and that all subgrantees shall certify accordingly.
IV. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions

Instructions

[The phrase "prospective lower tier participant" means the Provider.]

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant will provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.


5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.
Certification

1. **The prospective lower tier participant certifies**, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
V. Certification Regarding Lobbying

The Provider 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 any 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, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. 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 Federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award document for subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of $100,000.00 or more and that all subrecipients shall certify and disclose accordingly.

4. 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 $10,000.00 and not more than $100,000.00 for each such failure.
VI. Disclosure of Lobbying Activities

Instructions

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Use the SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or sub-award recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in Item 4 checks “Subawardee”, then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (Item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal Identifying number available for the Federal action identified in Item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant, or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., “RFP -DE-90-001.”

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in Item 4 or 5.

10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in Item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (Item 4) to the lobbying entity (Item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate boxes. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.

13. Check the appropriate boxes. Check all boxes that apply. If other, specify nature.

14. Provide a specific and detailed description of the services that the lobbyist has performed, or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.

15. Check whether or not a SF-LLL-A Continuation Sheet(s) is attached.

16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D. C. 20503
1. Type of Federal Action:  
   □ a. contract  
   □ b. grant  
   □ c. cooperative agreement  
   □ d. loan  
   □ e. loan guarantee  
   □ f. loan insurance  

2. Status of Federal Action:  
   □ a. Bid/offer/application  
   □ b. Initial Award  
   □ c. Post-Award  

3. Report Type:  
   □ a. initial filing  
   □ b. material change  

   For Material Change Only:  
   Year___________  
   Quarter____________  
   Date Of Last Report:_________________  

4. Name and Address of Reporting Entity:  
   □ Prime  
   □ Subawardee Tier (if known)  

   Congressional District (if known) _________________________  

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:  
   Congressional District (if known) _________________________  

6. Federal Department/Agency:  

7. Federal Program Name/Description:  
   CFDA Number (if applicable)  

8. Federal Action Number (if known)  

9. Award Amount (if known) $  

10. a. Name and Address of Lobbying Entity  
    (if individual, last name, first name, MI):  

   (attach Continuation Sheet(s) SF-LLL-A, if necessary)  

   b. Individuals Performing Services (including address if different from No. 10a.) (last name, first name, MI):  

   (attach Continuation Sheet(s) SF-LLL-A, if necessary)  

11. Amount of Payment (check all that apply):  
    $ ___________________________ € actual   € planned  

12. Form of Payment (check all that apply):  
   □ a. cash  
   □ b. In-kind; specify: Nature ___________________________  
         Value ___________________________  

13. Type of Payment (check all that apply):  
   □ a. retainer  
   □ b. one-time fee  
   □ c. commission  
   □ d. contingent fee  
   □ e. deferred  
   □ f. other; specify: ___________________________
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

| 14. | Brief Description of Services Performed or to be Performed and Date(s) of Services, including officer(s), employee(s), or Member(s) contacted, for Payment Indicated in Item 11 (attach Continuation Sheet(s) SF-LLL-A, if necessary): |
| 15. | Continuation Sheet(s) SF-LLL-A attached: ☐ Yes ☐ No |
| 16. | Information requested through this form is authorized by title 31 U. S. C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U. S. C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. |

Signature: ________________________________  
Print Name: ________________________________  
Title: ________________________________  
Telephone No: _______ Date: ________________

Disclosure Of Lobbying Activities  
(Approved by OMB 0344-0046)
1. BACKGROUND
   a. Covered Entity and Business Associate are parties to a contract entitled 30-DHB-20160613, NC Medicaid Transformation Support, whereby Business Associate agrees to perform certain services for or on behalf of Covered Entity.
   b. Covered Entity is an organizational unit of the North Carolina Department of Health and Human Services (the "Department") that has been designated in whole or in part by the Department as a health care component for purposes of the HIPAA Privacy Rule.
   c. The relationship between Covered Entity and Business Associate is such that the Parties believe Business Associate is or may be a "business associate" within the meaning of the HIPAA Privacy Rule.
   d. The Parties enter into this Business Associate Addendum to the Contract with the intention of complying with the HIPAA Privacy Rule provision that a covered entity may disclose protected health information to a business associate, and may allow a business associate to create or receive protected health information on its behalf, if the covered entity obtains satisfactory assurances that the business associate will appropriately safeguard the information.

2. DEFINITIONS

   Unless some other meaning is clearly indicated by the context, the following terms shall have the following meaning in this Agreement:
   a. "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103.
   c. "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
   d. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Part 160 and Part 164.
   e. "Protected Health Information" shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
   f. "Required By Law" shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
   g. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or the person to whom the authority involved has been delegated.
   h. Unless otherwise defined in this Agreement, terms used herein shall have the same meaning as those terms have in the Privacy Rule.

3. OBLIGATIONS OF BUSINESS ASSOCIATE
   a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Agreement or as Required By Law.
   b. Business Associate agrees to use appropriate safeguards and comply, where applicable, with subpart C of 45 C.F.R. Part 164 with respect to electronic protected health information, to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.
   c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware, including breaches of unsecured protected health information as required by 45 C.F.R. § 164.410.

e. Business Associate agrees, in accordance with 45 C.F.R. § 164.502(e)(1) and § 164.308(b)(2), to ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such information.

f. Business Associate agrees to make available protected health information as necessary to satisfy Covered Entity's obligations in accordance with 45 C.F.R. § 164.524.

g. Business Associate agrees to make available Protected Health Information for amendment and incorporate any amendment(s) to Protected Health Information in accordance with 45 C.F.R. § 164.526.

h. Unless otherwise prohibited by law, Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

i. Business Associate agrees to make available the information required to provide an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

4. PERMITTED USES AND DISCLOSURES

a. Except as otherwise limited in this Agreement or by other applicable law or agreement, if the Contract permits, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Contract, provided that such use or disclosure:
   1) would not violate the Privacy Rule if done by Covered Entity; or
   2) would not violate the minimum necessary policies and procedures of the Covered Entity.

b. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate, provided that:
   1) the disclosures are Required By Law; or
   2) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and will be used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

c. Except as otherwise limited in this Agreement or by other applicable law or agreements, if the Contract permits, Business Associate may use Protected Health Information to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(ii)(B).

d. Notwithstanding the foregoing provisions, Business Associate may not use or disclose Protected Health Information if the use or disclosure would violate any term of the Contract or other applicable law or agreements.

5. TERM AND TERMINATION

a. Term. This Agreement shall be effective as of the effective date stated above and shall terminate when the Contract terminates.

b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity may, at its option:
   1) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement and services provided by Business Associate, to the extent permissible by law, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
   2) Immediately terminate this Agreement and services provided by Business Associate, to the extent permissible by law; or
   3) If neither termination nor cure is feasible, report the violation to the Secretary as provided in the Privacy Rule.
c. Effect of Termination.

1) Except as provided in paragraph (2) of this section or in the Contract or by other applicable law or agreements, upon termination of this Agreement and services provided by Business Associate, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

2) In the event that Business Associate determines that returning or destroying the Protected Health Information is not feasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction not feasible. Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. GENERAL TERMS AND CONDITIONS

a. This Agreement amends and is part of the Contract.

b. Except as provided in this Agreement, all terms and conditions of the Contract shall remain in force and shall apply to this Agreement as if set forth fully herein.

c. In the event of a conflict in terms between this Agreement and the Contract, the interpretation that is in accordance with the Privacy Rule shall prevail. In the event that a conflict then remains, the Contract terms shall prevail so long as they are in accordance with the Privacy Rule.

d. A breach of this Agreement by Business Associate shall be considered sufficient basis for Covered Entity to terminate the Contract for cause.
ATTACHMENT K: SUPPLEMENTAL VENDOR INFORMATION

HISTORICALLY UNDERUTILIZED BUSINESSES

A. 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) of the categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled. Vendor shall remain in compliance with State HUB good faith efforts to share opportunities with minority/HUB communities for the duration of the project.

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, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this IFB. Any questions concerning NC HUB certification, contact the North Carolina Office of Historically Underutilized Businesses at (919) 807-2330. The Vendor shall respond to question #1 and #2 below.

a) Is Vendor a Historically Underutilized Business? ☐ Yes ☐ No

b) Is Vendor Certified with North Carolina as a Historically Underutilized Business? ☐ Yes ☐ No

If so, state HUB classification: __________________________________________________________

(c) Both Non-HUB Prime Vendors and HUB Prime Vendors submitting an offer to this solicitation are to disclose the following information. In an effort for the State to meet and/or exceed the goal of 10% NC HUB Certified Vendor utilization, please provide the list of any NC HUB Certified Vendors to be used as subcontractors in the scope of work under this contract. Prime Vendor is to list name of NC HUB Certified Vendors and the amount of total contract cost that will be distributed to those Vendors.

NC HUB Certified Vendor Name: _____________________________________________________

Amount of total contract cost distributed: $________________

NC HUB Certified Vendor Name: _____________________________________________________

Amount of total contract cost distributed: $________________

NC HUB Certified Vendor Name: _____________________________________________________

Amount of total contract cost distributed: $________________
Attachment G – 1: QUALIFICATION QUESTIONS FOR VIRAL TESTING

Offeror’s seeking qualification for Viral Testing Services must respond to all questions and complete all tables in this Attachment G-1: Qualifications Questions for Viral Testing. Offeror must also complete Attachment G: Qualification Statement Form each component for which Offeror is seeking qualification.

1. Identify each Viral Testing Component for which Offeror is seeking qualification. The Offeror may seek qualification for only one or any combination of component services. This information will be used to issue subsequent task orders to those Offerors qualified by the Department through this RFQ to perform the component service that is the subject of any subsequent task order.

   Testing Services - Viral

   High throughput ______

   Directed/Mobile ______

2. Instructions: Offerors seeking qualification for any component of Viral Testing services must complete the table below as follows:

   County: Offeror must identify each county in which testing can be performed in accordance with the descriptions provided herein.

   Max# Tests Per Day and Total Max Tests Per Day: For the Max # test per day the Offeror must identify the maximum number of viral tests that can be administered per day in each county or site and the total maximum number of tests that can be conducted per day. For example, Offeror can conduct 1000 tests in Wake County (or another site) but has total limited capacity of 5,000 tests per day; Offeror will identify this as: Wake 1000/5000. Or the Offeror can do 5000 tests per day in each county or site but is limited to 5000 total tests per day. Each county would be populated as 5000/5000.

   Rapid Test Available at Point of Care: Offeror must identify if rapid testing at point of care is available for each county in which testing is performed.

   Minimum Time to Deploy: Offeror must identify how much time is needed between notice to deploy and ability to deploy. For example, will the Offeror need three days to begin collecting specimens at a testing site in Wake county but only needs 24 hours to deploy to Avery county.

   Time to process results from receipt to report: Offeror must identify the maximum turnaround time from collecting specimens and delivering results to the State.

   Labs used for processing: Offeror must identify which labs are used to process specimens.

   Ability to bill: Offeror must indicate its ability to bill Medicaid, Medicare, commercial insurance, and other third parties including seeking federal reimbursement through the HRSA portal. Any limitations on the Offeror’s ability to bill must be identified under the limitations or qualifications section.

   Limitations or Qualifications: In addition, in the space provide after the table, Offeror must provide information regarding any limitations or qualifications of the information provided.
Describe any limitations or qualifications to the information provided in the table:

3. Instructions: Offerors seeking qualification for any component of Viral Testing services must complete the table below as follows:

Indicate the FDA EUA testing methodology used, the labs utilized for processing specimens, and CAP or CLIA certification.

<table>
<thead>
<tr>
<th>Testing Methodology</th>
<th>Labs Utilized for Processing</th>
<th>CAP accredited or CLIA-certification (indicate either CAP or CLIA)</th>
</tr>
</thead>
</table>
4. Viral Testing: Offeror must describe its testing model at all stages as applicable for each viral testing component for which Offeror is seeking qualification. Include, as appropriate, the process for deploying to a testing site, certifications or qualifications of staff utilized, intake process for individuals being tested, handling of tests, hand-off to laboratory, receipt and processing of results, notification of patients regarding results, and notification of primary care physicians.

5. Describe any limitations or qualifications to the information provided in response to Question 5.

6. Offerors must identify any limitations on where testing can be provided such as specific sites or within a certain mile radius of a location.

7. Offeror must be able to provide the Department with testing data and connect with contact tracing tools as directed by the Department. Confirm that Offeror can report results electronically to NCEDSS and use the NCDHHS Testing Registration Tool (a Microsoft product). Describe any limitations to meeting this requirement.
Offeror: ________________________________

8. Offeror must confirm that they are able to meet the HIPAA, HITECH, and Security requirements described in Attachment B. of the RFQ, at paragraphs 29 and 31.
Attachment G-2: QUALIFICATION QUESTIONS FOR ANTIBODY TESTING

Offeror’s seeking qualification for Antibody Testing Services must respond to all questions and complete all tables in this Attachment G-2: Offeror’s response to Qualifications Questions for Antibody Testing. Offeror must also complete Attachment G: Qualification Statement Form for each component for which Offeror is seeking qualification.

1. Identify each Antibody Testing Component for which Offeror is seeking qualification. The Offeror may seek qualification for only one or any combination of component services. This information will be used to issue subsequent task orders to those Offerors qualified by the Department through this RFQ to perform the component service that is the subject of any subsequent task order.

**Testing Services - Antibody**

High throughput _____ Directed/Mobile _____

2. Instructions: Offerors seeking qualification for any component of Antibody Testing services must complete the table below as follows:

**County**: Offeror must identify each county in which testing can be performed in accordance with the descriptions provided herein.

**Max# Tests Per Day and Total Max Tests Per Day**: For the Max # test per day the Offeror must identify the maximum number of viral tests that can be administered per day in each county or site and the total maximum number of tests that can be conducted per day. For example, Offeror can conduct 1000 tests in Wake County (or another site) but has total limited capacity of 5,000 tests per day; Offeror will identify this as: Wake 1000/5000. Or the Offeror can do 5000 tests per day in each county or site but is limited to 5000 total tests per day. Each county would be populated as 5000/5000.

**Minimum Time to Deploy**: Offeror must identify how much time is needed between notice to deploy and ability to deploy. For example, will the Offeror need three days to begin collecting specimens at a testing site in Wake county but only needs 24 hours to deploy to Avery county.

**Time to process results from receipt to report**: Offeror must identify the maximum turnaround time from collecting specimens and delivering results to the State.

**Labs used for processing**: Offeror must identify which labs are used to process specimens.

**Ability to bill**: Offeror must indicate its ability to bill Medicaid, Medicare, commercial insurance, and other third parties including seeking federal reimbursement through the HRSA portal. Any limitations on the Offeror’s ability to bill must be identified under the limitations or qualifications section.
Limitations or Qualifications: In addition, in the space provide after the table, Offeror must provide information regarding any limitations or qualifications of the information provided.

<table>
<thead>
<tr>
<th>County/Site</th>
<th>Max# tests per day and total max tests per day. Express as x/xx.</th>
<th>Time to process results from receipt to report</th>
<th>Labs used for processing</th>
<th>Minimum time to Deploy</th>
<th>Ability to bill Medicaid, Medicare, commercial insurance and other third parties including seeking reimbursement through HRSA Portal (Yes or No)</th>
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Describe any limitations or qualifications to the information provided in the table:

3. Instructions: Offerors seeking qualification for any component of Antibody Testing services must complete the table below as follows:

Indicate the FDA EUA testing methodology used, the labs utilized for processing specimens, and CAP or CLIA certification.

<table>
<thead>
<tr>
<th>Testing Methodology</th>
<th>Labs Utilized for Processing</th>
<th>CAP accredited or CLIA-certification (indicate either CAP or CLIA)</th>
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</table>
4. Antibody Testing: Offeror must describe its testing model at all stages as applicable for each antibody testing component for which Offeror is seeking qualification. Include, as appropriate, the process for deploying to a testing site, certifications or qualifications of staff utilized, intake process for individuals being tested, handling of tests, hand-off to laboratory, receipt and processing of results, notification of patients regarding results, and notification of primary care physicians. All Offerors must identify locations where testing can be provided, and if seeking qualification as a Directed/Mobile testing service Offeror, how testing locations are secured.

5. Describe any limitations or qualifications to the information provided in response to Question 4.

6. Offerors must identify any limitations on where testing can be provided such as specific sites or within a certain mile radius of a location.
7. Offeror must be able to provide the Department with testing data and connect with contact tracing tools as directed by the Department. Confirm that Offeror can report results electronically to NCEDSS and use the NCDHHS Testing Registration Tool (a Microsoft product). Describe any limitations to meeting this requirement.

8. Offeror must confirm that they are able to meet the HIPAA, HITECH, and Security requirements described in Attachment B. of the RFQ, at paragraphs 29 and 31.
Attachment G-3: QUALIFICATION QUESTIONS FOR CONTACT TRACING

Offeror’s seeking qualification for Contact Tracing Services must respond to all questions and complete all tables in this Attachment G-3: Offeror’s response to Qualifications Questions for Contact Tracing. Offeror must also complete Attachment G: Qualification Statement Form for each component for which Offeror is seeking qualification.

Qualification Questions

1. **Contact Tracing**

   Instructions: Offerors seeking qualification for Contact Tracing services must complete the table below as follows:

   County: Offeror must identify each county in which Contact Tracing can be performed in accordance with the descriptions provided herein.
   # of Tracers: Offeror must provide the number of tracers available for each county identified for service.

   Languages spoken by Tracers: The Department prefers that Offerors provide contact tracers able to communicate in the contact’s preferred language. Offeror must indicate the languages spoken by tracers for each county and the number of contract tracers who speak that language. Offeror shall only identify those languages spoken fluently by the contract tracers. Note that all Offerors must have access to and use language services to communicate with non-English speaking contacts as needed.

   Cultural Representation: The Department prefers contact tracers who are culturally, ethnically, and linguistically competent and representative of the communities to which they will be deployed. Offeror must complete the table below to identify such representation by its contract tracers.

   Limitations or Qualifications: In addition, in the space provide after the table, Offeror must provide information regarding any limitations or qualifications of the information provided.

<table>
<thead>
<tr>
<th>County</th>
<th># of tracers</th>
<th>Languages spoken by Tracers and number who speak that language for each county (e.g. Spanish/3)</th>
<th>Representation of tracers available, e.g. Hispanic, African American, native American, Indian, Chinese, Vietnamese, Korean</th>
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2. Describe any limitations or qualifications to the information provided in the table:


3. Contact Tracing: Offeror must describe its contact tracing model.


4. Offeror must be able to provide the Department with testing data and connect with contact tracing tools as directed by the Department. Confirm that Offeror can report results electronically to NCEDSS and use the NCDHHS Testing Registration Tool (a Microsoft product). Describe any limitations to meeting this requirement.


5. Offeror must confirm that they are able to meet the HIPAA, HITECH, and Security requirements described in Attachment B. of the RFQ, at paragraphs 29 and 31.


Attachment G - 4: QUALIFICATION QUESTIONS FOR LABORATORY RESERVE CAPACITY

Offeror must respond to all questions and complete all tables in this Attachment. Offeror must also complete Attachment G: Qualification Statement Form for each component for which Offeror is seeking qualification.

The Department is seeking laboratory partners that can accept testing from the Department’s testing Offerors in the event of high-volume testing that impacts the ability to process COVID-19 testing results expediently.

1. In the table below, Offeror must identify the types of collection devices (swabs and transport media accepted and FDA EUA methods in use (indicate viral or antibody), the maximum number of tests the lab could perform during a 24-hour period, and the time for processing results (from receipt to report.)

<table>
<thead>
<tr>
<th>Collection Devices</th>
<th>FDA EUA methods in use (indicate viral or antibody)</th>
<th>Maximum number that can be performed during a 24 hour period</th>
<th>Time to process results from receipt to report</th>
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2. Confirm laboratory is CAP accredited or CLIA-certified and identify which:


3. Offeror must confirm that they are able to meet the HIPAA, HITECH, and Security requirements described in Attachment B. of the RFQ, at paragraphs 29 and 31.