



# **STATE OF NORTH CAROLINA**

**North Carolina Board of Barber Examiners**

**Request for Proposal #: B0201901**

**Professional Testing Service — Barber Examinations**

**Date of Issue: December 10, 2019**

**Proposal Opening Date: January 31, 2019**

**At: 09:00 AM ET**

**Direct all inquiries concerning this RFP to:**

Dennis Seavers

Executive Director

Email: [dennis.seavers@nc.gov](mailto:dennis.seavers@nc.gov)

Phone: (919) 814-0641

# STATE OF NORTH CAROLINA

## Request for Proposal #

**B0201901**

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For internal State agency processing, including tabulation of proposals 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 G.S. § 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page is to be filled out and returned with your proposal.  
Failure to do so may subject your proposal to rejection.**

**ID Number:**

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Federal ID Number or Social Security Number

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Vendor Name

**ONLY sealed and mailed responses will be accepted for this solicitation.**

**STATE OF NORTH CAROLINA  
Board of Barber Examiners**

Refer <u>ALL</u> Inquiries regarding this RFP to: Dennis Seavers, Executive Director dennis.seavers@nc.gov (919) 814-0641	Request for Proposal # B0201901
	Proposals will be publicly opened: January 31, 2020
Contract Type: Agency term contract	Using Agency: Board of Barber Examiners
Commodity No. and Description: 924-20 examination and testing	Requisition No.:

**EXECUTION**

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein. By executing this proposal, the undersigned Vendor certifies that this proposal 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 proposal, the undersigned certifies to the best of Vendor's knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency. As required by G.S. § 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. 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 RFP, 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 proposal prior to submittal shall render proposal invalid and it WILL BE REJECTED. Late proposals cannot be accepted.**

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #12):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:	FAX NUMBER:	
VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

Offer valid for at least 60 days from date of proposal opening, unless otherwise stated here: \_\_\_\_\_ days.

**ACCEPTANCE OF PROPOSAL**

If any or all parts of this proposal are accepted by the State of North Carolina, an authorized representative of the North Carolina Board of Barber Examiners shall affix his/her signature hereto and this document and all provisions of this Request for Proposal along with the Vendor proposal response and the written results of any negotiations shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

**FOR STATE USE ONLY:** Offer accept and Contract awarded this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as indicated on the attached certification, by \_\_\_\_\_

**(Authorized Representative of North Carolina Board of Barber Examiners)**

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## 1.0 PURPOSE AND BACKGROUND

The North Carolina Board of Barber Examiners is the government entity responsible in North Carolina for issuing licenses to various individuals and entities in the barber industry. The relevant licenses for the purpose of this RFP are registered barbers, apprentice barbers, and barber instructors. In general, applicants for apprentice-barber and barber-instructor licenses must pass both written and practical examinations, while applicants for registered-barber licenses must pass a practical examination.

The Board currently administers these examinations, and the purpose of this RFP is to determine whether to issue a contract to a qualified Vendor to administer them instead. The primary reason for having a Vendor administer the exams is to allow the Board to eliminate office space used to accommodate the exams, particularly a large space for practical exams. By eliminating the office space devoted to administering exams, the Board’s intent is to free up agency funds for other resources.

Below is a table that describes current Board practice and the proposed practice contemplated by the RFP. In this table, “NIC” refers to the National-Interstate Council of Boards of Cosmetology.

LICENSE TYPE	CURRENT PRACTICE	PROPOSED OR PREFERRED PRACTICE
<b>Apprentice barber</b>	<ul style="list-style-type: none"> <li>• <b>Written exam.</b> NIC’s <i>National Barber Styling Theory Examination</i> administered by the Board.</li> <li>• <b>Practical exam.</b> A Board-administered exam consisting of a facial shave and a haircut performed on a qualifying live model in a 60-minute time frame.</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Written exam.</b> NIC’s <i>National Barber Styling Theory Examination</i> administered by the Vendor.</li> <li>• <b>Practical exam.</b> NIC’s Barber Styling Practical Examination administered by the Vendor.</li> </ul>
<b>Registered barber</b>	<ul style="list-style-type: none"> <li>• <b>Written exam.</b> NIC’s <i>National Barber Styling Theory Examination</i> administered by the Board. (Only required for certain out-of-state applicants. Most applicants only take the practical exam.)</li> <li>• <b>Practical exam.</b> A Board-administered exam consisting of a facial shave and a haircut performed on a qualifying live model in a 60-minute time frame.</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Written exam.</b> NIC’s <i>National Barber Styling Theory Examination</i> administered by the Board. (Only required for certain out-of-state applicants. Most applicants only take the practical exam.)</li> <li>• <b>Practical exam.</b> NIC’s <i>Barber Styling Practical Examination</i> administered by the Vendor.</li> </ul>
<b>Barber instructor</b>	<ul style="list-style-type: none"> <li>• <b>Written exam.</b> NIC’s <i>National Instructor Theory Examination</i> administered by the Board.</li> <li>• <b>Practical exam.</b> A four-part Board-administered exam conducted within two hours, requiring the applicant to demonstrate skills as an instructor and knowledge of topics like barbering history and practice, sanitation and disease control, and state laws.</li> </ul>	<ul style="list-style-type: none"> <li>• <b>Written exam.</b> NIC’s <i>National Instructor Theory Examination</i> administered by the Board.</li> <li>• <b>Practical exam.</b> An instructor practical exam as laid out in Attachment G: Scope of Work and Requirements.</li> </ul>

Individuals wishing to take the exams would submit applications to the Board according to existing rules. The Board would share necessary data about applicants with the Vendor so that the Vendor can schedule dates and notify applicants. The Vendor would communicate exam results to the applicants and the Board. The Vendor would be responsible for acquiring and providing the exam materials. In addition, the Vendor would provide space(s) for the exams to occur that meet Board requirements in convenient locations in North Carolina.

The Vendor would submit invoices to the Board based on services provided.

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

## 2.0 GENERAL INFORMATION

### 2.1 REQUEST FOR PROPOSAL DOCUMENT

The RFP is comprised of the base RFP document, any attachments, and any addendums released before Contract award. All attachments and addendums released for this RFP in advance of any Contract award are incorporated herein by reference.

### 2.2 RESERVED E-PROCUREMENT SOLICITATION

**ATTENTION: this is an E-Procurement solicitation. See paragraph #16 of Attachment C: North Carolina General Contract Terms and Conditions.**

The Terms and Conditions made part of this solicitation contain language necessary for North Carolina’s Statewide E-Procurement Services. It is the Vendor’s responsibility to read these terms and conditions carefully and to consider them in preparing its proposal. By execution of this RFP, Vendor agrees to and acknowledges acceptance of all terms and conditions, including those related to E-Procurement usage. General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

### 2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor’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 RFP and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all Addendums and other changes that may be issued in connection with this RFP.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with the instructions in Section 2.5 PROPOSAL QUESTIONS. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The State may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract 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 Vendor’s proposal. This applies to any language appearing in or attached to the document as part of the Vendor’s proposal that purports to vary any terms and conditions or Vendors’ instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor’s proposal shall constitute a firm offer. **By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor’s proposal as nonresponsive.**

By executing and submitting its proposal in response to this RFP, Vendor understands and agrees that the State may exercise its discretion not to consider any and all proposed modifications Vendor(s) may request and may accept Vendor’s proposal under the terms and conditions of this RFP.

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

### 2.4 RFP SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFP	State	December 10, 2019
Submit Written Questions	Vendor	January 8, 2019

Provide Response to Questions	State	January 13, 2020
Submit Proposals	Vendor	January 30, 2020
Contract Award	State	February 7, 2020
Contract Effective Date	State	July 1, 2020, or earlier if agreed by parties

## 2.5 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the above due date.

Written questions shall be emailed to [dennis.seavers@nc.gov](mailto:dennis.seavers@nc.gov) by the date and time specified above. Vendors should enter "RFP # B0201901: Questions" as the subject for the email. Questions submittals should include a reference to the applicable RFP section and be submitted in a format shown below:

Reference	Vendor Question
RFP Section, Page Number	Vendor question ...?

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>, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an Addendum to this RFP.

## 2.6 PROPOSAL SUBMITTAL

**IMPORTANT NOTE: This is an absolute requirement.** Vendor shall bear the risk for late submission due to unintended or unanticipated delay—whether delivered by hand, U.S. Postal Service, courier or other delivery service. It is the Vendor’s sole responsibility to ensure its proposal has been submitted to this Office by the specified time and date of opening. The time and date of submission will be marked on each proposal when received. Any proposal-submitted after the proposal deadline will be rejected.

Mailing address for delivery of proposal via US Postal Service	Office Address of delivery by any other method (special delivery, overnight, or any other carrier).
North Carolina Board of Barber Examiners PROPOSAL NUMBER: B0201901 7001 Mail Service Center Raleigh, NC 27699-7000	North Carolina Board of Barber Examiners PROPOSAL NUMBER: B0201901 5809 Departure Dr Ste 102 Raleigh, NC 27616

For proposals submitted via U.S. mail, please note that the U.S. Postal Service generally does not deliver mail to a specified street address but to the State’s Mail Service Center. Vendors are cautioned that proposals sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the agency’s purchasing office on the due date in time to meet the proposal deadline. All Vendors are urged to take the possibility of delay into account when submitting a proposal by U.S. Postal Service, courier, or other delivery service. **Attempts to submit a proposal via facsimile (FAX) machine, telephone or email in response to this RFP shall NOT be accepted.**

- a) Submit one (1) signed, original executed proposal response and two (2) photocopies simultaneously to the address identified in the table above.
- b) Submit your proposal in a sealed package. Clearly mark each package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table above. If Vendor is submitting more than one (1) proposal, each proposal shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed envelopes from a single Vendor may be included in the same outer package. Proposals are subject to rejection unless submitted with the information above included on the outside of the sealed proposal package.

Volume One must contain the entire Technical and Cost Proposal, including any proprietary information and have the following label affixed: 1) Vendor name; (2) the RFP number; (3) the due date; and (4) the words “ Volume One - Technical and Cost Proposal—Unredacted Copy.”

Volume Two, if required for confidentiality, must contain the Technical and Cost Proposal **excluding** any proprietary information identified as confidential and proprietary in accordance with Attachment B, Paragraph 14 of the Instructions to Vendors. The Board, in responding to public records requests, will release the contents of this file. It is the sole responsibility of the Vendor to ensure that this file complies with the requirements of B, Paragraph 14 of the Instructions to Vendors. The following label must be affixed to the file: (1) Vendor name; (2) the RFP number; (3) the due date; and (4) the words “Volume Two Technical and Cost Proposal–Redacted Copy.”

## 2.7 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Vendor RFP 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 Proposal Number.
- c) Completed and signed version of EXECUTION PAGES, along with the body of the RFP and signed receipt pages of any addendums released in conjunction with this RFP (if required to be returned).
- d) Completed version of ATTACHMENT A: PRICING
- e) ATTACHMENT B: INSTRUCTIONS TO VENDORS
- f) ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS
- g) Completed and signed version of ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR
- h) Completed and signed version of ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION
- i) Completed and signed version of ATTACHMENT F: SUPPLEMENTAL VENDOR INFORMATION
- j) Response to the proposal, including a detailed description of how the Vendor will meet the terms and conditions listed below and in ATTACHMENT G: SCOPE OF WORK AND REQUIREMENTS.

## 2.8 ALTERNATIVE PROPOSALS

Vendor may submit alternative proposals for various methods or levels of service(s) or that propose different options. Alternative proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternative proposal. Any alternative proposal, in addition to the marking described above, must be clearly marked with the legend: “Alternative Proposal # \_\_\_\_\_ for [name of Vendor]”. Each proposal must be for a specific set of Services and must include specific pricing. If a Vendor chooses to respond with various service offerings, each must be offered with a separate price and be contained in a separate proposal document. Each proposal must be complete and independent of other proposals offered.

## 2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **BAFO:** Best and Final Offer, submitted by a Vendor to alter its initial offer, made in response to a request by the issuing agency.
- b) **BOARD:** The North Carolina State Board of Barber Examiners.
- c) **BUYER:** The employee of the State or Other Eligible Entity that places an order with the Vendor.
- d) **CONTRACT LEAD:** Representative of the North Carolina Board of Barber Examiners who corresponds with potential Vendors in order to identify and contract with that Vendor providing the greatest benefit to the State and who will administer this contract for the State.
- e) **E-PROCUREMENT SERVICE(S):** The program, system, and associated Services through which the State conducts electronic procurement.
- f) **NC BIDS:** The North Carolina Business Invitation Delivery System provides vendors the opportunity to view bid tabulations.
- g) **NIC:** National-Interstate Council of State Boards of Cosmetology.
- h) **QUALIFIED PROPOSAL:** A responsive proposal submitted by a responsible Vendor.
- i) **RFP:** Request for Proposal
- j) **SERVICES or SERVICE DELIVERABLES:** The tasks and duties undertaken by the Vendor to fulfill the requirements and specifications of this solicitation.
- k) **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.

- l) **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.
- m) **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Request for Proposal.

### **3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS**

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#### **3.1 METHOD OF AWARD**

Contracts will be awarded in accordance with G.S. § 143-52 and the evaluation criteria set out in this solicitation. Prospective Vendors shall not be discriminated against on the basis of any prohibited grounds as defined by Federal and State law.

All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the RFP requirements and achieving the highest and best final evaluation, based on the criteria described below.

While the intent of this RFP is to award a Contract to a single Vendor, the State reserves the right to make separate awards to different Vendors for one or more line items, to not award one or more line items, or to cancel this RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so.

The status of a Vendor's E-Procurement Services account(s) shall be considered a relevant factor in determining whether to approve the award of a contract under this RFP. Any Vendor with an E-Procurement Services account that is in arrears by 91 days or more at the time of proposal opening may, at the State's discretion, be disqualified from further evaluation or consideration.

The State reserves the right to waive any minor informality or technicality in proposals received.

#### **3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION**

During the evaluation period—from the date proposals are opened through the date the contract is awarded—each Vendor submitting a proposal (including its representatives, sub-contractors, or suppliers) is prohibited from having any communications with any person inside or outside the using agency, issuing agency, other government agency office, or body (including the purchaser named above, board members, agency head, members of the general assembly, or the governor's office), or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the contents of another Vendor's proposal, another Vendor's qualifications or ability to perform the contract, or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award, 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. A Vendor's proposal 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 contract award). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP or general inquiries directed to the purchaser regarding requirements of the RFP (prior to proposal submission) or the status of the contract award (after submission) are excepted from this provision.

#### **3.3 PROPOSAL EVALUATION PROCESS**

The State shall review all Vendor responses to this RFP to confirm that they meet the specifications and requirements of the RFP. The State will conduct a One-Step evaluation of Proposals as follows:

- Proposals will be received from each responsive Vendor according to the method of submission specified in Section 2.6 of this RFP. All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP.
- At that date and time, the proposal from each responding firm will be opened publicly and the name of the Vendor and total cost offered will be announced. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.
- At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however,

that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

- Proposals will generally be evaluated according to completeness, content, and experience with similar projects, ability of the Vendor and its staff, and cost. Specific evaluation criteria are listed in 3.4 EVALUATION CRITERIA, below.
- Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

### 3.4 EVALUATION CRITERIA

All qualified proposals will be evaluated and award made based on considering the following criteria, to result in an award most advantageous to the State:

#### Technical (70 maximum points)

The Board will assess the RFP according to the following technical factors, with maximum points indicated for each assessment category.

- a) General reputation and performance capabilities of the bidder (20 maximum points)
- b) Whether the bidder has a contractual relationship with NIC; alternatively, whether the bidder’s proposal will adequately assess qualifications for licensure under G.S. § 86A and 21 NCAC 06 (20 maximum points)
- c) Location and availability of service facilities and personnel (15 maximum points)
- d) Flexibility in scheduling exams (10 maximum points)
- e) References as specified in Section 4.6 below. The Board’s preference is for references from other state licensing boards, especially boards regulating barber licensure (5 maximum points)

#### Price (30 maximum points)

The Board will determine low cost by normalizing the scores as follows.

- a) The proposal with the lowest cost will receive a score of 30.
- b) All other competing proposals will be assigned a portion of the maximum score using the following formula: the cost of the lowest cost proposal divided by the cost of the cost proposal being evaluated

### 3.5 PERFORMANCE OUTSIDE THE UNITED STATES

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

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

### 3.6 INTERPRETATION OF TERMS AND PHRASES

This Request for Proposal serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the Board; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. As such, all terms in the Request for Proposal 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 proposals should be evaluated or rejected, the Board will take into consideration the degree to which Vendors have proposed or failed to

propose solutions that will satisfy the Board's needs as described in the Request for Proposal. Except as specifically stated in the Request for Proposal, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the Board exercising its discretion to reject a proposal in its entirety.

## 4.0 REQUIREMENTS

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This Section lists the requirements related to this RFP. By submitting a proposal, the Vendor agrees to meet all stated requirements in this Section as well as any other specifications, requirements and terms and conditions stated in this RFP. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the State to receive a better proposal, the Vendor is urged and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.5.

### 4.1 CONTRACT TERM

The Contract shall have an initial term of three years, beginning on the date of contract award (the "Effective Date").

At the end of the Contract's current term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of two additional one-year terms. The State will give the Vendor written notice of its intent whether to exercise each option no later than 60 days before the end of the Contract's then-current term. In addition, the State reserves the right to extend a contract term for a period of up to 180 days in 90-day-or-less increments.

### 4.2 PRICING

Proposal price shall constitute the total cost to Buyer for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this RFP. Complete ATTACHMENT A: PRICING FORM and include in Proposal.

### 4.3 INVOICES

- a) The Vendor must submit one monthly invoice within fifteen (15) calendar days following the end of each month in which work was performed.
- b) Invoices must be submitted to the following address: *North Carolina Board of Barber Examiners  
7001 Mail Service Center  
Raleigh, NC 27699-7000*
- c) 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.
- d) Invoices must include an accurate description of the work for which the invoice is being submitted, the invoice date, the period of time covered, the amount of fees due to the Vendor, and the original signature of the Vendor's project manager.

### 4.4 FINANCIAL STABILITY

Each Vendor 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 a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

### 4.5 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with public or private sector clients with similar or greater size and complexity to the State of North Carolina. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

#### 4.6 REFERENCES

Vendors shall provide at least three (3) references for which your company has provided Services of similar size and scope to that proposed herein. The State shall contact these users to determine the Services provided are substantially similar in scope to those proposed herein and Vendor's performance has been satisfactory. The information obtained shall be considered in the evaluation of the proposal as specified in Section 3.4 above.

#### 4.7 BACKGROUND CHECKS

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

- a) Any **regulatory sanctions** levied against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings.
- b) Any **regulatory investigations** pending against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies of which Vendor has knowledge or a statement that there are none.
- c) Any **civil litigation**, arbitration, proceeding, or judgments pending against Vendor during the three (3) years preceding submission of its proposal herein or a statement that there are none.

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

#### 4.8 PERSONNEL

Vendor shall not substitute key personnel assigned to the performance of this Contract 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, terminate the services of any person providing services under this Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract services provided by such personnel.

#### 4.9 VENDOR'S REPRESENTATIONS

- a) Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor 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 this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).
- b) If any Services, deliverables, functions, or responsibilities not specifically described in this Contract 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) Vendor warrants that it has the financial capacity to perform and to continue perform its obligations under the contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially, adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.

## **5.0 SCOPE OF WORK AND REQUIREMENTS**

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### **5.1 SCOPE OF WORK**

The Board's Scope of Work document is contained in ATTACHMENT G: SCOPE OF WORK AND REQUIREMENTS.

### **5.2 PROJECT ORGANIZATION**

Vendor shall describe the organizational and operational structure it proposes to use for the work described in this RFP and identify the responsibilities to be assigned to each person Vendor proposes to staff the work.

### **5.3 TECHNICAL APPROACH**

Vendor's proposal shall include—in narrative, outline, or graph form—the Vendor's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

### **5.4 ACCEPTANCE OF WORK**

In the event acceptance criteria for any work or deliverables is not described in contract documents or work orders hereunder, the State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the State shall not be unreasonably withheld but may be conditioned or delayed as required for reasonable review, evaluation, installation or testing, as applicable, of the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any requirements, or 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.

## **6.0 CONTRACT ADMINISTRATION**

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### **6.1 PROJECT MANAGER AND CUSTOMER SERVICE**

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**

The Vendor, at the request of the State, shall meet with the State for Project Review meetings. The purpose of these meetings will be to review and 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 CONTINUOUS IMPROVEMENT**

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous-improvement effort consisting of various ideas to enhance business efficiencies will be discussed at the periodic Business Review Meetings.

### **6.5 DISPUTE RESOLUTION**

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

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Vendor: \_\_\_\_\_

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.

## **6.6 CONTRACT CHANGES**

Contract changes, if any, over the life of the contract shall be implemented by contract amendments agreed to in writing by the State and Vendor.

**ATTACHMENT A: PRICING**

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The Vendor shall submit pricing proposals based on the cost per examination. In this case, examination refers to a specific examination type. For example, if one individual must take both the written and practical examination, the cost would be for two examinations.

The Vendor should check this box if its response to Attachment A: Pricing is included on additional sheets rather than (or in addition to) being provided below.

## **ATTACHMENT B: INSTRUCTIONS TO VENDORS**

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1. **READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document; review all enclosures and attachments, and any addendums thereto; and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this RFP document.
2. **LATE PROPOSALS:** Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure the timely submission of proposals.
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 Vendor, to accept any item in the proposal.
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 execute the Execution Page at the beginning of this RFP in the designated space shall render the proposal non-responsive, and it will be rejected.
6. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this solicitation or those in any resulting contract documents, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this RFP, including any negotiated terms; (2) requirements and specifications and administration provisions in Sections 4, 5 and 6 of this RFP; (3) North Carolina General Contract Terms and Conditions in ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS; (4) Instructions in ATTACHMENT B: INSTRUCTIONS TO VENDORS; (5) ATTACHMENT A: PRICING; and (6) Vendor's proposal.
7. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested in the spaces provided in this document. Further, if required elsewhere in this proposal, each Vendor shall submit with its proposal any sketches, descriptive literature and/or complete specifications covering the products and Services offered. Reference to literature submitted with a previous proposal or available elsewhere will not satisfy this provision. Failure to comply with these requirements shall constitute sufficient cause to reject a proposal without further consideration.
8. **RECYCLING AND SOURCE REDUCTION:** It is the policy of the State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable and less toxic to the extent that the purchase or use is practicable and cost-effective. The State also encourages and promotes the use of minimal packaging and recycled or recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The Vendor remains responsible for providing packaging that will adequately protect the commodity and contain it for its intended use. Vendors are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable.
9. **CERTIFICATE TO TRANSACT BUSINESS IN NORTH CAROLINA:** As a condition of contract award, each out-of-State Vendor that is a corporation, limited-liability company or limited-liability partnership shall have received, and shall maintain throughout the term of The Contract, a Certificate of Authority to Transact Business in North Carolina from the North Carolina Secretary of State, as required by North Carolina law. A State contract requiring only an isolated transaction completed within a period of six months, and not in the course of a number of repeated transactions of like nature, shall not be considered as transacting business in North Carolina and shall not require a Certificate of Authority to Transact Business.
10. **SUSTAINABILITY:** To support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all print responses submitted meet the

following:

- All copies of the proposal are printed double sided.
- All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
- Unless absolutely necessary, all proposals and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
- Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.

- 11. HISTORICALLY UNDERUTILIZED BUSINESSES:** The State is committed to retaining Vendors from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises, and non-profit work centers for the blind and severely disabled. In particular, the State encourages participation by Vendors certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified vendors as subcontractors on State contracts.
- 12. 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 Vendor. To the extent another state does so, North Carolina applies the same percentage increase to the proposal of a vendor resident in that state. Residency is determined by a Vendor's "Principal Place of Business," defined as that principal place from which the overall trade or business of the Vendor is directed or managed.
- 13. INELIGIBLE VENDORS:** As provided in G.S. § 147-86.60 and G.S. § 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State: a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. § 147-86.58, and b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. § 147-86.81. A contract with the State or any of its political subdivisions by any company identified in a) or b) above shall be void *ab initio*.
- 14. CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the State will maintain as confidential trade secrets in its proposal 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, marked in a distinctive color or by 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. If a legal action is brought to require the disclosure of any material so marked as confidential, the State will notify Vendor of such action and allow Vendor to defend the confidential status of its information.
- 15. PROTEST PROCEDURES:** When a Vendor wishes to protest the award of The Contract 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: Division of 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 01 NCAC 05B .1519.
- 16. MISCELLANEOUS:** Any gender-specific pronouns used herein, whether masculine or feminine, shall be read and

construed as gender neutral, and the singular of any word or phrase shall be read to include the plural and vice versa.

17. **COMMUNICATIONS BY VENDORS:** In submitting its proposal, the Vendor 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 RFP. All Vendors 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 Vendor(s) for purposes of seeking clarification or another reason permitted by the solicitation. A Vendor shall not: (a) transmit to the issuing or using agency any information commenting on the ability or qualifications of any other Vendor to provide the advertised good, equipment, commodity; (b) identify defects, errors or omissions in any other Vendor's proposal or prices at any time during the procurement process; or (c) engage in or attempt any other communication or conduct that could influence the evaluation or award of a Contract related to this RFP. Failure to comply with this requirement shall constitute sufficient justification to disqualify a Vendor from a Contract award. Only those communications with the using agency or issuing agency authorized by this RFP are permitted.
18. **TABULATIONS:** Bid tabulations can be electronically retrieved at the Interactive Purchasing System (IPS), <https://www.ips.state.nc.us/ips/BidNumberSearch.aspx>. Click on the IPS BIDS icon, click on Search for Bid, enter the bid number, and then search. Tabulations will normally be available at this web site not later than one working day after the bid 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.
19. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** The North Carolina electronic Vendor Portal (eVP) allows Vendors to electronically register for 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: <https://ncadmin.nc.gov/about-doa/divisions/purchase-contract>.
20. **WITHDRAWAL OF PROPOSAL:** Proposals that have been delivered by hand, U.S. Postal Service, courier or other delivery service may be withdrawn **only** in writing and if receipt is acknowledged by the office issuing the RFP prior to the time for opening proposals identified on the cover page of this RFP (or such later date included in an Addendum to the RFP). Written withdrawal requests shall be submitted on the Vendor's letterhead and signed by an official of the Vendor 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.
21. **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 writing in this RFP and in formal Addendums issued through IPS.
22. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; the State of North Carolina will not reimburse any Vendor for any costs incurred or associated with the preparation of proposals.
23. **VENDOR'S REPRESENTATIVE:** Each Vendor 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.
24. **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 Vendor prior to Contract award, and during the Contract term as necessary for the State's determination that such equipment, item, plant or other facilities conform with the specifications or requirements and are adequate and suitable for the proper and effective performance of the Contract.

**ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS**

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**1. PERFORMANCE AND DEFAULT:**

- a) It is anticipated that the tasks and duties undertaken by the Vendor shall include services or the manufacturing, furnishing, or development of goods and other tangible features or components as deliverables that are directly correlated or ancillary to the services performed. Except as provided immediately below, and unless otherwise mutually agreed in writing prior to award, any service deliverables or ancillary services provided by Vendor in performance of the contract shall remain property of the State. During performance, Vendor may provide proprietary components as part of the service deliverables that are identified in the solicitation response. Vendor grants the State a personal, permanent, non-transferable license to use such proprietary components of the service deliverables and other functionalities, as provided under this Agreement. Any technical and business information owned by Vendor or its suppliers or licensors made accessible or furnished to the State shall be and remain the property of the Vendor or such other party, respectively. Vendor agrees to perform its services under the contract in the same or similar manner provided to comparable users. The State shall notify the Vendor of any defects or deficiencies in performance of its services or failure of service deliverables to conform to the standards and specifications provided in this solicitation. Vendor agrees to remedy defective performance or any nonconforming deliverables upon timely notice provided by the State.
- b) Vendor has a limited, non-exclusive license to access and use State Data provided to Vendor, but solely for performing its obligations under this Agreement and in confidence as may be further provided herein. Vendor or its suppliers shall at a minimum, and except as otherwise specified and agreed herein, provide assistance to the State related to all services performed or deliverables procured hereunder during the State's normal business hours. Vendor warrants that its support, customer service, and assistance will be performed in accordance with generally accepted and applicable industry standards.
- c) If, through any cause, Vendor shall fail to fulfill in a timely and proper manner the obligations under the Contract, the State shall have the right to terminate the Contract by giving written notice to the Vendor and specifying the effective date thereof. In that event, any or all finished or unfinished deliverables under the 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 as to which the option is exercised. Notwithstanding, Vendor shall not be relieved of liability to the State for damages sustained by the State by virtue of any breach of the 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 may require at any time a performance bond or other acceptable alternative performance guarantees from a Vendor without expense to the State.
- d) In the event 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 the 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 the Contract for cause, and may take action 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 goods, material, quality, workmanship or performance of the Services offered prior to acceptance, it shall be the responsibility of the Vendor to notify the Contract Lead at once, in writing, 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 the 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) The agency(ies) participating in the 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 AND GOVERNING LAWS:** This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined.

6. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of a 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.

7. **NON-DISCRIMINATION:**

- a. The Vendor will take necessary action to comply with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination on the basis of any prohibited grounds as defined by Federal and State law.
- b. The vendor will take necessary action to ensure its internal employee policies and procedures are consistent with Executive Order #82 (Roy Cooper, December 6, 2018), which extends workplace protections and accommodations to pregnant employees.

8. **CONDITION AND PACKAGING:** Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first-class condition. All containers or packaging shall be suitable for handling, storage, or shipment.

9. **INTELLECTUAL PROPERTY WARRANTY AND 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 patent-pending invention, article, device or appliance delivered in connection with The Contract.

- a. Vendor warrants to the best of its knowledge that:
  - i. Performance under The Contract does not infringe upon any intellectual property rights of any third party; and
  - ii. There are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party;
- b. Should any deliverables supplied by Vendor become the subject of a claim of infringement of a patent, copyright, trademark or a trade secret in the United States, the Vendor shall, at its option and expense, either procure for the State the right to continue using the deliverables, or replace or modify the same to become non-infringing. If neither of these options can reasonably be taken in Vendor's judgment, or if further use shall be prevented by injunction, the Vendor agrees to cease provision of any affected deliverables and refund any sums the State has paid Vendor and make every reasonable effort to assist the State in procuring substitute deliverables. If, in the sole opinion of the State, the cessation of use by the State of any such deliverables due to infringement issues makes the retention of other items acquired from the Vendor under this Agreement impractical, the State shall then have the option of terminating the Agreement, or applicable portions thereof, without penalty or termination charge; and Vendor agrees to refund any sums the State paid for unused Services or Deliverables.

- c. The Vendor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the deliverables supplied by the Vendor, their use or operation, infringes on a patent, copyright, trademark or violates a trade secret in the United States. The Vendor shall pay those costs and damages finally awarded or agreed in a settlement against the State in any such action. Such defense and payment shall be conditioned on the following:
  - i. That the Vendor shall be notified within a reasonable time in writing by the State of any such claim; and
  - ii. That the Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that the State shall have the option to participate in such action at its own expense.
- d. Vendor will not be required to defend or indemnify the State if any claim by a third party against the State for infringement or misappropriation results from the State's material alteration of any Vendor-branded deliverables or services, or from the continued use of the deliverable(s) or Services after receiving notice of infringement on a trade secret of a third party.

**10. TERMINATION FOR CONVENIENCE:** If this contract contemplates deliveries or performance over a period of time, the State may terminate this contract at any time by providing 60 days' notice in writing from the State to the Vendor. In that event, any or all finished or unfinished deliverables 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 those items for which such option is exercised, less any payment or compensation previously made.

**11. ADVERTISING:** Vendor agrees not to use the existence of the 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.

**12. 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 the Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. § 143-49(9).

**13. 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 The Contract.

**14. 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 in North Carolina. If any work is sub-contracted, the Vendor shall require the sub-Contractor to provide the same coverage for any of its employees engaged in any work under the Contract within the State.
- 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 within North Carolina in connection with the Contract. The minimum combined single limit shall be \$250,000.00 bodily injury and property damage; \$250,000.00 uninsured/underinsured 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 the 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 The 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.

**15. 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 the 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 the Contract and that are attributable to the negligence or intentionally tortious acts of the Vendor, provided that the Vendor is notified in writing within 30 days from the date that the State has knowledge of such claims. 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 deliverables or Services to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of the Contract.

**16. ELECTRONIC PROCUREMENT:**

a) Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third-party agent shall serve as the Supplier Manager for this E-Procurement Service. The Vendor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this contract.

**b) THE SUCCESSFUL BIDDER(S) SHALL PAY A TRANSACTION FEE OF 1.75% (.0175) ON THE TOTAL DOLLAR AMOUNT (EXCLUDING SALES TAXES) OF ALL GOODS INCLUDED ON EACH PURCHASE ORDER ISSUED THROUGH THE STATEWIDE E-PROCUREMENT SERVICE.** This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. The transaction fee shall not be stated or included as a separate item on the invoice. There are no additional fees or charges to the Vendor for the services rendered by the Supplier Manager under this contract. Vendor will receive a credit for transaction fees paid for the purchase of any item(s) if an item(s) is returned through no fault of the Vendor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the contract.

c) Vendor or its Authorized Reseller, as applicable, will be invoiced monthly for the State's transaction fee by the Supplier Manager. The transaction fee shall be based on a) purchase activity for the prior month, or b) purchases for which the supplier invoice has been paid. Unless Supplier Manager receives written notice from the Vendor identifying with specificity any errors in an invoice for the transaction fee within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and Vendor shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Vendor is due to the account designated by the State within thirty (30) days after receipt of the invoice for the transaction fee. If payment of the transaction fee is not received by the State within this payment period, it shall be considered a material breach of contract. Pursuant to G.S. § 147-86.23, the Service will charge interest and late payment penalties on past due balances. Interest shall be charged at the rate set by the Secretary of Revenue pursuant to G.S. § 105-241.21 as of the date the balances are past due. The late-payment penalty will be ten percent (10%) of the account receivable. Within thirty (30) days of the receipt of invoice, Vendor may dispute in writing the accuracy of an invoice. No interest shall be charged on disputed and overdue amounts to the extent the State agrees to reduce or adjust the amount in dispute. The Supplier Manager shall provide, whenever reasonably requested by the Vendor in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.

d) The Supplier Manager will capture the order from the State approved user, including the shipping and payment

information, and submit the order in accordance with the E-Procurement Service. Subsequently, the Supplier Manager will send those orders to the appropriate Vendor on State Contract. The State or State-approved user, not the Supplier Manager, shall be responsible for the solicitation, bids received, evaluation of bids received, award of contract, and the payment for goods delivered.

e) Vendor shall at all times maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If Vendor is a corporation, partnership or other legal entity, then the Vendor may authorize its employees to use its password. Vendor shall be responsible for all activity and all charges by such employees. Vendor agrees not to permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through the Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by email. Vendor shall cooperate with the State and the Supplier Manager to mitigate and correct any security breach.

**17. SUBCONTRACTING:** Performance under The Contract by the Vendor shall not be subcontracted without prior written approval of the State's assigned Contract Lead. Unless otherwise agreed in writing, acceptance of a Vendor's proposal shall include approval to use the subcontractor(s) that have been specified therein.

**18. CONFIDENTIALITY:** Any State information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under the Contract shall be kept as confidential, used only for the purpose(s) required to perform the Contract, and not divulged or made available to any individual or organization without the prior written approval of the State.

**19. CARE OF STATE DATA AND PROPERTY:** The Vendor agrees that it shall be responsible for the proper custody and care of any data owned and furnished to the Vendor by the State (State Data), or other State property in the hands of the Vendor, for use in connection with the performance of the Contract or purchased by or for the State for the Contract. The Vendor will reimburse the State for loss or damage of such property while in Vendor's custody.

The State's Data in the hands of the Vendor shall be protected from unauthorized disclosure, loss, damage, destruction by a natural event, or other eventuality. Such State Data shall be returned to the State in a form acceptable to the State upon the termination or expiration of this Agreement. The Vendor shall notify the State of any security breaches within 24 hours as required by G.S. § 143B-1379. See G.S. § 75-60 *et seq.*

**20. OUTSOURCING:** Any Vendor or subcontractor providing call or contact center services to the State of North Carolina or any of its agencies 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 performance to a location outside the United States, or to contract with a subcontractor for any such performance, 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 providing performance under a State contract to a location outside of the United States.

**21. 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 the Contract, including those of federal, state, and local agencies having jurisdiction or authority.

**22. ENTIRE AGREEMENT:** This RFP 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 RFP, any addendums hereto, and the Vendor's proposal 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.

**23. ELECTRONIC RECORDS:** The State will digitize all Vendor responses to this solicitation, if not received electronically, as well as any awarded contract together with associated procurement-related documents. These

electronic copies shall constitute a preservation record and shall serve as the official record of this procurement with the same force and effect as the original written documents comprising such record. Any electronic copy, printout or other output readable by sight shown to reflect such record accurately shall constitute an "original."

- 24. **AMENDMENTS**: This Contract may be amended only by a written amendment duly executed by the State and the Vendor.
  
- 25. **NO WAIVER**: Notwithstanding any other language or provision in the Contract, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to the State under applicable law. The waiver by the State of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.
  
- 26. **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.
  
- 27. **SOVEREIGN IMMUNITY**: Notwithstanding any other term or provision in the Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other State or federal constitutional provision or principle that otherwise would be available to the State under applicable law.



**ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION**

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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 Vendor]**

**ATTACHMENT F: SUPPLEMENTAL VENDOR INFORMATION**

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**HISTORICALLY UNDERUTILIZED BUSINESSES**

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.

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 RFP. 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: \_\_\_\_\_

**ATTACHMENT G: SCOPE OF WORK AND REQUIREMENTS**

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**I. Description of problem requiring Vendor services**

- A. The Board currently administers written and practical examinations for licensure.
- B. The Board wishes to eliminate the need for office space devoted solely to administering these exams.
- C. The Board seeks a Vendor that will furnish appropriate space, communicate with applicants, and administer exams.

**II. Qualifications and experience**

- A. The Board requires a Vendor that:
  - 1. Will serve as the Board's administrator for written and practical exams for the following license types: apprentice barber, registered barber, and barber instructor;
  - 2. Has the experience, knowledge, and resources to support all the services outlined in this RFP;
  - 3. Will be transparent in its dealings with the Board and its stakeholders, including applicants for licensure;
  - 4. Has an advanced understanding of state occupational licensing;
  - 5. Has a history of providing exam-administration services for state occupational licenses, especially for barber licenses;
  - 6. Has a proven track record of providing exam-administration services with high quality and with rapid turn-around time from notification of exam application to the exam taking place; and
  - 7. Has a proven track record of high customer satisfaction and professionalism.
- B. The Vendor must operate the exam administration program as a component of the Board's regulatory obligations under G.S. § 86A and 21 NCAC 06.

**III. Exam administration program**

- A. Process overview. When the Board assigns exam applicants to the Vendor, the Vendor shall be responsible for administering written and practical exams to individuals applying to be licensed as apprentice barbers, registered barbers, and barber instructors.
  - 1. Applicants will submit the required application as specified in 21 NCAC 06N to the Board.
  - 2. After the Board determines that applicants qualify to take the exam, the Board will provide lists of qualified applicants to the Vendor.
  - 3. The Board will notify the applicants that they are qualified and instruct them to contact the Vendor to schedule the appropriate exams.
  - 4. The applicants will schedule their exams with the Vendor.
  - 5. The Vendor will administer the exams.
  - 6. The Vendor will notify the Board and the applicants of the exam results.
- B. The exam administration program shall include the following:
  - 1. Receipt of data from the Board of individuals ready to be scheduled for the exam.
    - a. The data will include name, identification number, contact information, and exam type.
    - b. In its RFP response, the Vendor may specify other data necessary for the exam administration program. However, the Board may reject those requirements, especially if they exceed the Board's regulatory authority or current regulatory scheme.

2. Procuring and furnishing all exam materials and personnel necessary to administer the exams. The following are examples of “exam materials and personnel” to give potential vendors a sense of what materials might be involved. However, this paragraph would refer to any materials or personnel whatsoever required to administer the exams.
  - a. Exam proctors and examiners;
  - b. Processing staff, such as individual to check applicants in;
  - c. Exam booklets or electronic media with questions authorized by the Board. As indicated in the Technical portion of Section 3.4 of the RFP, the Board will give scoring weight to proposals that have a contractual relationship with NIC and use NIC’s exam materials; and
  - d. Physical space adequate for written and practical exams for apprentice barber, registered barber, and barber instructor.
3. Providing written exams to assess industry knowledge and state laws and, in the case of barber-instructor licenses, knowledge of pedagogy.
  - a. The Board prefers that the Vendor use NIC exam materials, as discussed in the Technical portion of Section 3.4 of the RFP.
  - b. If the Vendor does not have a contractual relationship with NIC, the written exam must be developed in coordination with and approved by the Board.
  - c. Written exams shall be required for applicants for apprentice-barber and barber-instructor licenses. In addition, written exams shall be required for certain applicants who have held barber licenses outside of North Carolina and who are applying to be registered barbers in North Carolina.
4. Providing a practical exam approved by the Board that uses mannequins to test skills and industry knowledge.
  - a. For applicants for apprentice-barber and registered-barber licenses, the practical exam shall test skills and knowledge in barbering as laid out in the board’s curriculum in 21 NCAC 06F .0120(a). At a minimum, the test should assess skills in haircuts and facial shaves with straight-edge razors.
  - b. For applicants for barber-instructor licenses, the practical exam shall test skills and knowledge in barber instruction and the ability to convey that knowledge. Topics covered by the exam shall include:
    - 1) Straight-razor shaving: posture, preparation of linens and shaving lather, proper technique of the razor, razor movements, and preparation of creams and lotions;
    - 2) Scientific rest facial: preparation of linens, proper application of creams, application of movements, and knowledge of anatomy;
    - 3) Haircutting: preparation of neck strips, towels, and drapes, as well as proper methods of haircutting and use of clipper and shears;
    - 4) Sanitation: proper methods of sanitation for control of infection and disease, including disposal of linens, handwashing, personal hygiene, and sterilization of tools and instruments.
    - 5) Permanent wave: proper technique, materials, and sterilization; and
    - 6) Hair coloring: proper technique and procedures.

5. Providing exam scheduling processes that offer the applicant both of the following options:
  - a. An online scheduling process that allows authorized applicants to select an available exam date and location; and
  - b. A paper scheduling process where the Vendor would provide at least 30 days' notice of the exam date, time, and location.
6. Providing exam instructions that:
  - a. Offer information about the exams, such as the NIC Candidate Information Bulletin;
  - b. Outline general instructions as established in 21 NCAC 06S .0101; and
  - c. Identify materials the applicant must bring, provided that these materials are established in rule or statute.
7. Notification to the Board and the applicant of the exam results.
  - a. The Vendor shall provide exam results to the Board electronically.
  - b. When authorized by the Board, the Vendor shall provide exam results to applicants electronically or by mail, according to the applicants' preferences. The Board shall convey the applicants' notification preferences to the Vendor based on the applicants' exam applications.
  - c. All result notifications shall comply with the data-protection requirements of Part IX below.
8. The exam administration program shall be specific to barbering and barber instruction and shall not cover cosmetology topics.

**IV. Milestones and due dates**

- A. The Vendor shall comply with all milestones and due dates specified in ATTACHMENT H: MILESTONES AND DUE DATES.
- B. The Board shall not make payment for exams unless the administration of that exam has met all applicable milestones.

**V. Historical data**

- A. This Part provides historical data from two fiscal years to give potential Vendors a sense of the exam caseload.
- B. The Board's fiscal year is from July 1 to June 30.
- C. The table below indicates the number of exams administered in fiscal years 2019 and 2018.
- D. The Board notes that some exam types had relatively high rates of failure to appear. The Board expects that rate to decline when the practical exams require mannequins rather than live models. Therefore, the Vendor should be aware that the total number of exams may decline after the switch to mannequins.

LICENSE TYPE	FY 2019	FY 2018
<b>Apprentice barber</b>	<ul style="list-style-type: none"> <li>• <b>Written exam</b> <ul style="list-style-type: none"> <li>○ 645 scheduled</li> <li>○ 284 failed to appear</li> </ul> </li> <li>• <b>Practical exam</b> <ul style="list-style-type: none"> <li>○ 768 scheduled</li> <li>○ 282 failed to appear or did not bring a model</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• <b>Written exam</b> <ul style="list-style-type: none"> <li>○ 616 scheduled</li> <li>○ 133 failed to appear</li> </ul> </li> <li>• <b>Practical exam</b> <ul style="list-style-type: none"> <li>○ 750 scheduled</li> <li>○ 264 failed to appear or did not bring a model</li> </ul> </li> </ul>
<b>Registered barber</b>	<ul style="list-style-type: none"> <li>• <b>Practical exam</b> <ul style="list-style-type: none"> <li>○ 400 scheduled</li> <li>○ 62 failed to appear or did not bring a model</li> </ul> </li> </ul>	<ul style="list-style-type: none"> <li>• <b>Practical exam</b> <ul style="list-style-type: none"> <li>○ 398 scheduled</li> <li>○ 80 failed to appear or did not bring a model</li> </ul> </li> </ul>

**Barber instructor**

- **Written exam**
  - 43 scheduled
- **Practical exam**
  - 22 scheduled

- **Written exam**
  - 27 scheduled
- **Practical exam**
  - 9 scheduled

**VI. Correctional facilities**

- A. The scope of work excludes examinations conducted at Harnett Correctional Institute or other facilities under the jurisdiction of the Department of Public Safety.
- B. The Board may exclude other examinations occurring within facilities under the jurisdiction of other government agencies if administration of those examinations by the Vendor would, at the Board's determination, pose significant logistical problems. The Board expects those facilities only to include correctional or jail facilities, where the other government agency has control over the individuals given access to the facility.
- C. To give potential Vendors a sense of the limited number of exams covered by this exclusion, for FY 2018 and 2019 combined, there were 37 written exams and 39 practical exams for apprentice applicants.

**VII. Prohibition on exceeding regulatory requirements**

- A. The Vendor shall not establish exam or application requirements beyond those in statute or rule, including (but not limited to) the application requirements in 21 NCAC 06N or the general exam requirements in 21 NCAC 06S .0101.
- B. During the term of the Contract, the Vendor may make recommendations to the State's Contract Lead for changes to statute or rule that would improve the exam administration program. However, the Board cannot guarantee that those recommendations can or will be acted upon.
- C. If the Vendor believes that the Board's existing rules prevent the Vendor from entering into a contract with the Board, the Vendor may request that the Board change its rules in accordance with the requirements for vendor questions in Section 2.5 of the RFP (Proposal Questions). The Vendor should be aware that the Board may not wish or be able to change the relevant rules. In addition, the Board recommends that Vendors only propose changes that would prevent the Vendor from entering into a contract with the Board. The Board prefers that Vendors not propose changes that are merely for the convenience of the Vendor.

**VIII. Language of exams and Americans with Disabilities Act compliance**

- A. The Board has a regulatory interest in licensees being able to read and understand English. Specifically, licensees must be able to read and understand manufacturer instructions for preparing the chemicals used for sanitation and disinfection. Therefore, unless otherwise required by state or federal law, all exams shall be in English.
- B. The Vendor shall be responsible for ensuring that the exam administration program complies with the Americans with Disabilities Act and shall provide appropriate personnel to accommodate disabilities at the Board's request.

**IX. Confidentiality, privacy, and security protections**

- A. The requirements of this part shall survive expiration or termination of the contract and apply the entire time during which the Vendor holds State-owned data.
- B. The Vendor shall keep confidential any information listed in G.S. § 132-1.2.
- C. The Vendor shall provide a plan acceptable to the Board that describes how confidential data will be protected.

- D. Except as outlined in this RFP, the Vendor shall seek approval in writing from the State Contract Lead for release of any data types. The State Contract Lead may revoke this approval at any time.
- E. Confidential information
  - 1. The Vendor, its agents, and its subcontractors shall maintain the privacy, security and confidentiality of all data, information, working papers, and other documents related to the contract. The Vendor shall treat all information obtained through its performance under the contract as confidential information and shall not use such information except as provided under this contract. Any use, sale, or offer of confidential information except as contemplated under the contract or approved in writing by the Board shall be a violation of the contract. Any such violation shall be considered a material breach of the contract. The Vendor specifically warrants that it, its officers, directors, principals, employees, any subcontractors, and approved third-party contractors shall hold all information received during performance of the contract in the strictest confidence and shall not disclose the same to any third party except as contemplated under the contract or approved in writing by the Board.
  - 2. The Vendor warrants that all its employees, subcontractors, and any approved third-party contractors are subject to a non-disclosure and confidentiality agreement that is enforceable in North Carolina and sufficient in breadth to include and protect confidential information related to the contract. The Vendor shall, upon request by the Board, verify and produce true copies of any such agreements. Production of such agreements by the Vendor may be made subject to applicable confidentiality, non-disclosure, or privacy laws, provided that the Vendor produces satisfactory evidence supporting exclusion of such agreements from disclosure under the North Carolina Public Records laws in G.S. § 132-1 *et seq.* The Board may, in its sole discretion, provide a non-disclosure and confidentiality agreement satisfactory to the Board for the Vendor's execution. The Board may exercise its rights under this paragraph as necessary or proper, in its discretion, to comply with applicable security regulations or statutes.
  - 3. The Board, State auditors, State Attorney General, Federal officials as authorized by Federal law or regulations, and State officials as authorized by State law or regulations, as well as the authorized representatives of the foregoing, shall have access to confidential information in accordance with the requirements of State and Federal laws and regulations. No other person or entity shall be granted access to confidential information unless State and Federal laws and regulations allow such access. The Board has the sole authority to determine if and when any other person or entity has properly obtained the right to have access to any confidential information and whether such access may be granted. Use or disclosure of confidential information shall be limited to purposes directly connected with the administration of the contract.
  - 4. The foregoing confidentiality provisions do not prevent the Vendor from disclosing information that:
    - a. At the time of disclosure by the Board is already known by the Vendor without an obligation of confidentiality other than under this contract;
    - b. Is publicly known or becomes publicly known through no act of the Vendor other than an act that is authorized by the Board;
    - c. Is rightfully received by the Vendor from a third party and the Vendor has no reason to believe that the third party's disclosure was in violation of an obligation of confidence to the Board;
    - d. Is independently developed by the Vendor without use of the Board's confidential information;
    - e. Is disclosed without similar restrictions to a third party by the Board; or

- f. Is required to be disclosed pursuant to a requirement of law or a governmental authority, so long as the Vendor, to the extent possible, provides the Board with timely prior notice of such requirement and coordinates with the State in an effort to limit the nature and scope of such required disclosure.

**X. Indemnification**

The Vendor shall indemnify the Board for legal liability arising out of the release or breach, due to the fault or negligence of the Vendor, of any personally identifiable or confidential information that the Board shares with the Vendor and that is necessary for the Vendor to fulfill its obligations under the Contract.

**XI. Value-added services**

- A. The Vendor may propose to offer value-added services. The Vendor shall describe any additional services related to the scope of this RFP that it could provide to the Board.
- B. Any value-added services approved by the Board shall be engaged through amendment.

**XII.**

**ATTACHMENT H: MILESTONES AND DUE DATES**

The table below identifies the milestones and due dates for the requirements listed in the Scope of Work (see ATTACHMENT G: SCOPE OF WORK AND REQUIREMENTS).

MILESTONE #	SCOPE OF WORK SECTION	MILESTONE OR ACTIVITY	DUE DATE
<b>ADMINISTRATION AND MANAGEMENT</b>			
1	III.B.5	Exam scheduling process is created, and a complete description of the process is submitted to the Board	Within 30 days of contract effective date
2	III.B.5 III.B.6 III.B.7	Submission to the Board for approval of all instructions and templates for communicating with the Board and applicants	Within 30 days of contract effective date
3	IX.C	Submission the Board for approval of a plan that describes how confidential data will be protected	Within 30 days of contract effective date
4 <i>Only applicable to Vendors <u>without</u> a contractual relationship with NIC</i>	III.B.3.b	Submission of written exam materials developed in coordination with the Board	Within 30 days of contract effective date
5	III.B.4	Submission of practical exam procedures, components, and assessment methods (for each exam type specified in III.B.4)	Within 30 days of contract effective date

<b>EXAM PROCEDURES</b>			
6	III.B.5	Creation of applicant record in scheduling database. This milestone makes certain that individuals will be able to schedule exams, as discussed in Milestone 7.	Within 15 days of receiving complete applicant data from the Board
7	III.B.3 III.B.4	Maximum wait time for applicants to take an exam (for all types)	Unless a later date is selected by the applicant, 60 days following the later of either: 1) Completion of Milestone 6; or 2) Applicant accessing online system to schedule exam
8	III.B.6	Notification of exam date and exam instructions to applicant	At least 15 days before the applicants' scheduled exam date when scheduled online or 30 days before the applicant's scheduled exam date

			when scheduled by a paper process
9	III.B.1	Notification to board of any problems with scheduling an applicant	Within 7 days of Board submission of applicant information to Vendor
10	III.B.7	Notification to the Board of exam results	Within 7 days of results becoming available to Vendor
11	III.B.7	Notification to the applicant of exam results	No earlier than 7 days following completion of Milestone 10