



STATE OF NORTH CAROLINA

Department of Transportation

Request for Proposal : 54-RC-PR12314A

Financial Auditing Services

Turnpike Authority

Date of Issued: May 1, 2025

Proposal Opening Date: May 12, 2025

At 2:00 PM ET

Direct all inquiries concerning this RFP to:

Roy Clark

Procurement Specialist III

Email: rclark1@ncdot.gov

Phone: 919-707-2623



STATE OF NORTH CAROLINA

Request for Proposal

54-RC-PR12314A

For internal State agency processing, including tabulation of Proposals, provide your company's eVP (Electronic Vendor Portal) Number. Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

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

Vendor Name

Vendor eVP #

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

Sealed, mailed responses ONLY will be accepted for this solicitation.

This is a Reposted Request of a Previous Proposal

STATE OF NORTH CAROLINA
Department of Transportation

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|---|--|
| Refer <u>ALL</u> Inquiries regarding this RFP to: Roy Clark rclark1@ncdot.gov 919-707-2623 | Request for Proposal # 54-RC-PR12314A |
| | Proposals will be publicly open: May 12, 2025 at 2:00 PM ET |
| | UNSPCS Commodity No.: 841116 Auditing Services |
| | Contract Type: Agency Specific Term |
| | Using Agency: NC Department of Transportation |
| | Requisition No.: PR12314 |

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 proposed, at the prices set opposite each item within the time specified herein.

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

- this proposal is submitted competitively and without collusion (G.S. 143-54),
- none of its officers, directors, or owners of an unincorporated business entity has been convicted of any violations of Chapter 78A of the General Statutes, the Securities Act of 1933, or the Securities Exchange Act of 1934 (G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this proposal, the undersigned certifies to the best of Vendor’s knowledge and belief, that:

- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

As required by G.S. 143-48.5, the undersigned Vendor certifies that it, and each of its sub-Contractors for any Contract awarded as a result of this RFP, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system.

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

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

By executing this proposal, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **NORTH CAROLINA GENERAL TERMS AND CONDITIONS incorporated herein**. These documents can be accessed from the ATTACHMENTS page within this document.

Failure to execute/sign Proposal prior to submittal will render Proposal invalid and it SHALL 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 #21): | | |
| PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: | | FAX NUMBER: |
| VENDOR’S AUTHORIZED SIGNATURE: | DATE: | E-MAIL: |

Proposal Number: **54-RC-PR12314A** **Financial Auditing Services-NCTPA** Vendor: _____

VALIDITY PERIOD

Offer shall be valid for at least one hundred twenty (120) days from the date of proposal opening, unless otherwise stated here: _____ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

ACCEPTANCE OF PROPOSAL

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

FOR STATE USE ONLY: Offer accepted and Contract awarded this ____ day of _____, 2025, as indicated on the attached certification, by _____
(Authorized Representative of the Department of Transportation)

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1.0 PURPOSE AND BACKGROUND

The purpose of this RFP is to solicit proposals from qualified Vendors to perform auditing functions for the North Carolina Turnpike Authority (NCTA) for the State of North Carolina Annual Comprehensive Financial Report (ACFR). NCTA is a public agency of the State of NC located within the NC Department of Transportation (NCDOT) and is a major enterprise of the State. As such, NCTA is included in the State of NC ACFR.

Functions the Vendor will perform may include, but are not limited to, preparing audited financial statements in accordance with governmental accounting and financial reporting standards and other requirements prescribed by the Office of State Controller (OSC). The audit will be conducted in accordance with generally accepted auditing standards in the United States of America (USA) and the standard applicable to financial audits contained in *Government Auditing Standards*, issued by the comptroller General of the United States.

The intent of this solicitation is to award an Agency Specific Term Contract with an anticipated start date of July 1, 2025.

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

1.1 CONTRACT TERM

The Contract shall have a term of one (1) year, beginning on the date of final Contract execution (the "Effective Date"). The Vendor shall begin work under the Contract within ten (10) business days of the Effective Date.

At the end of the Contract's initial term, the State shall have the option, in its sole discretion, to renew the Contract on **the same terms and conditions for up to two (2) additional one (1) year terms**. The State will give the Vendor written notice of its intent to exercise each option no later than fifteen (15) days before the end of the Contract's then-current term. In addition to any optional renewal terms, and with the Vendor's concurrence, the State reserves the right to extend the Contract after the last active term.

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

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

2.2 E-PROCUREMENT FEE

ATTENTION: The E-Procurement fee may apply to this solicitation. See paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

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

2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

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

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

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor’s proposal or otherwise.

This applies to any language appearing in or attached to the document as part of the Vendor’s proposal that purports to vary any terms and conditions or Vendors’ instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor’s proposal shall constitute a firm offer that shall be held open for the period required herein (“Validity Period” above).

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

2.4 RFP SCHEDULE

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

| Event | Responsibility | Date and Time |
|-------------------------------|----------------|---|
| Issue RFP | State | May 1, 2025 |
| Submit Written Questions | Vendor | May 5, 2025 No Later Than 1:00 PM |
| Provide Response to Questions | State | May 7, 2025 |
| Submit Proposals | Vendor | May 12, 2025 No Later Than 2:00 PM |

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 “Submit Written Questions” date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum.

Written questions shall be emailed to rclark1@ncdot.gov by the date and time specified above. Vendors should enter “RFP # **54-RC-PR12314A** Questions” as the subject for the email. Question submittals will 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 electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the RFP and an addendum to this RFP.

2.6 PROPOSAL SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Late Proposals, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor’s sole responsibility to ensure its proposal has been received as described in this RFP by the specified time and date of opening. The time and date of receipt will be marked on each proposal when received. Any proposal or portion thereof received 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). |
|---|---|
| <p>PROPOSAL NUMBER: 54-RC-PR12314A Attn: Roy Clark North Carolina Department of Transportation Purchasing Unit, Room 334B 1510 Mail Service Center Raleigh, NC 27699-1510</p> | <p>PROPOSAL NUMBER: 54-RC-PR12314A Attn: Roy Clark North Carolina Department of Transportation Purchasing Unit, Room 334B 1 South Wilmington Street Raleigh, NC 27601</p> |

CAUTION: 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 **one (1) un-redacted copy on flash drive** of your proposal 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 on the table above. If Vendor submits 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.
- c) Copies of proposal files must be provided on separate read-only flash drives. File contents **shall NOT** be password protected but shall be in .PDF or .XLS format and shall be capable of being copied to other sources.

Volume One must contain the entire Technical Proposal including any proprietary information and have the following label affixed to the Document or flash drive: (1) Vendor name; (2) the RFP number; (3) the due date; and (4) the words **“Volume One - Technical Proposal Non-Redacted.”**

Volume Two must contain the entire Cost Proposal and have the following label affixed to the Document or flash drive: (1) Vendor name; (2) the RFP number; (3) the due date; and (4) the words **“Volume Two - Cost Proposal”**.

If confidential and proprietary information is included in the proposal, also submit one (1) signed, REDACTED copy of the proposal. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

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

The following label must be affixed to the redacted file: (1) Vendor name; (2) the RFP number; (3) the due date; and (4) the words **“Volume Three 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. Failure to provide all required items including the **entire body of the RFP**, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's proposal, in the State's sole discretion.

Vendor RFP response shall include the following items and attachments, which shall be arranged in the following order:

- a) Completed and signed version of EXECUTION PAGES.
- b) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- c) Vendor's Proposal addressing the Scope of Work and Requirements of this RFP, including all pages that require the Vendor to provide information.
- d) Completed version of ATTACHMENT A: COST PROPOSAL
- e) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- f) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

2.8 ALTERNATE PROPOSALS

Unless provided otherwise in this RFP, Vendor may submit alternate proposals for comparable Goods, various methods or levels of Service(s), or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantages addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: "Alternate Proposal #54-RC-PR12314A [for 'name of Vendor']". Each proposal must be for a specific set of Goods and Services and must include specific pricing. If a Vendor chooses to respond with various 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 any other proposals offered.

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

Relevant definitions for this RFP are provided in 01 NCAC 05A .0112 and in the Instructions to Vendors referenced below which are incorporated herein by this reference.

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

- a) **ACFR**: Annual Comprehensive Financial Report
- b) **AICPA**: American Institute of Certified Public Accountants
- c) **CPA**: Certified Public Accountant
- d) **CPCAF**: Center for Public Company Audit Firms
- e) **FICO**: Fair Isaac Corporation
- f) **GASB**: Governmental Accounting Standards Board
- g) **NC DOT**: North Carolina Department of Transportation
- h) **NCTA**: North Carolina Turn Pike Authority
- i) **OSC**: Office of State Controller
- j) **PCAOB**: Public Company Accounting Oversight Board
- k) **PRC**: Peer Review Committee
- l) **RECENT**: Prepared within the twelve (12) months preceding the issuance date of this RFP

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest. All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the specific RFP Specifications and achieving the highest and best final evaluation, based on the criteria described below.

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

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFP is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See Paragraph 29 of the Instructions to Vendors entitled COMMUNICATIONS BY VENDORS.

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

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

3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

The State will conduct a Two-Step evaluation of Proposals:

Proposals will be received from each Vendor as two separate volumes - the Technical Proposal and the Cost Proposal. Both proposals (Technical and Cost) shall be signed and dated by an official authorized to bind the Vendor. Unsigned proposals will not be considered.

NOTE: No technical information shall be contained in the cost proposal. No cost information shall be contained in the technical proposal. Inclusion of any cost information in the technical proposal and/or any technical information in the cost proposal shall constitute sufficient grounds to reject Vendor's proposal.

All proposals must be received by the issuing agency not later than the date and time specified in the RFP SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for proposals, not a request to contract, and the State reserves the unqualified right to reject any and all offers at any time if such rejection is deemed to be in the best interest of the State.

At that date and time specified in the RFP SCHEDULE Section above, unless modified by Addendum, the package containing the technical proposals from each responding Vendor will be publicly opened and the name of each Vendor announced publicly. A notation will also be made regarding whether a separate sealed cost proposal has been received. Cost proposals will be placed in safekeeping until opened at a later date.

Upon completion of the technical evaluation, the cost proposals of those Vendors whose technical proposals have been deemed acceptable will be publicly opened. The total cost offered by each Vendor will be tabulated and become a matter of public record. 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.

If negotiation is anticipated under 01 NCAC 05B.0503, pricing may not be public until the award.

At their sole option, the evaluators may request oral presentations or discussions with any or all Vendors for the purpose of 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.

Upon completion of the evaluation process, the State will make award(s) based on the evaluation and post the award(s) to the State's eVP website under the RFP number for this solicitation. Award of a Contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the best value to the State.

The State reserves the right to negotiate with one or more vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement, and in either case to require Vendor to submit a Best and Final Offer (BAFO) based on discussions and negotiations with the State.

3.4 EVALUATION CRITERIA

In addition to the general criteria in G.S. 143-52 which may or may not be relevant to this RFP, all qualified proposals will be evaluated, and award made based on considering the following criteria, to result in an award most advantageous to the State:

BEST VALUE: "Best Value" procurement methods are authorized by N.C.G.S. §§143-135.9 and 143B-1350(h). The award decision is made based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the Vendor's offer; the Vendor's past performance; and the evaluated probability of performing the specifications stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance. The intent of "Best Value" procurement is to enable Vendors to offer and the Agency to select the most appropriate solution to meet the business objectives defined in the solicitation and to keep all parties focused on the desired outcome of procurement.

A ranking method of source selection will be utilized in this procurement using evaluation criteria listed in order of importance in the Evaluation Criteria section below to allow the State to award this RFP to the Vendor(s) providing the Best Value and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with, or traded off against, other non-price factors.

EVALUTION METHOD: Narrative and by consensus of the evaluation committee, explaining the strengths and weaknesses of each proposal and why the recommended awardee(s) provide the best value to the State.

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

EVALUATION CRITERIA

1. Technical Approach (See Section 5.3)

- Vendors will be evaluated based upon their understanding of the Scope of Work, feasibility of approach in performing the services outlined in this RFP, and professionalism (spelling, grammar).

2. Vendor Experience and Project Organization (See Section 4.3)

3. Peer Review Reports (See Section 4.4)

4. Financial Stability (See Section 4.11)

5. Cost Proposal (See ATTACHMENT A: COST PROPOSAL)

6. Disclosure of Regulatory Actions (See Section 4.6)

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

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

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

3.6 INTERPRETATION OF TERMS AND PHRASES

This RFP serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the State; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. The use of phrases such as “shall,” “must,” and “requirements” are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State’s needs as described in the RFP. Except as specifically stated in the RFP, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the State exercising its discretion to reject a proposal in its entirety.

4.0 REQUIREMENTS

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

4.1 PRICING

Proposal price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Complete **ATTACHMENT A: COST PROPOSAL** and include in Vendor’s proposal. The pricing provided in resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

4.2 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this RFP will serve to identify those Vendors that are minority owned or have a strategic plan to support the State’s Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete **ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION**.

4.3 VENDOR EXPERIENCE AND PROJECT ORGANIZATION

In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the State. Vendor shall provide a list of similar clients audited by the Vendor and the length of time that the Vendor has audited each. **At least one (1) client on this list must be a toll agency.** Vendor shall provide a list of key personnel who will perform the audit and provide information as to their qualifications and experience, including resumes, citing experience with similar projects. Vendor shall also describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person listed as key personnel.

4.4 PEER REVIEW REPORTS

Vendor shall meet peer review requirements of the Public Company Accounting Oversight Board (PCAOB), American institute of Certified Public Accountants (AICPA), and Center of Public Company Audit Firms (CPCAF) collectively referred to as National Peer Review Committee (NPRC). Further, Certified Public Accounts (CPAs) from out-of-state offices should be in compliance with requirements as set forth by the NC Board of Certified Accountant Examiners.

In its Proposal, the Vendor shall provide a minimum of one (1) peer review covering one (1) of the past three (3) years. Failure to provide this report shall be sufficient basis for rejection of the Vendor’s offer at the discretion of the State.

4.5 NC BOARD OF CPA EXAMINERS REVIEW

Vendor shall not be under review by the NC Board of CPA Examiners at the time of technical proposal opening. Vendor’s proposal will be rejected if the Vendor is under review by the NC Board of CPA Examiners at the time of proposal opening.

4.6 DISCLOSURE OF REGULATORY ACTIONS

In its Proposal, Vendor shall include a description of any regulatory actions taken against it or its key personnel in the last three (3) years. This information will be considered in the evaluation of the Proposal.

4.7 VENDOR’S REPRESENTATIONS

If Vendor’s Proposal results in an award, Vendor agrees that it will not enter into any agreement with a third party that may abridge any rights of the State under the Contract. If any Services, deliverables, functions, or responsibilities not specifically described in this solicitation are required for Vendor’s proper performance, provision and delivery of the Service and deliverables under a resulting Contract, or are an inherent part of or necessary sub-task included within such Service, they will be deemed to be implied by and included within the scope of the Contract to the same extent and in the same manner as if specifically described in the Contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

4.8 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 following details must be provided to the State:

- a) Any **criminal felony conviction**, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, by Vendor, its officers or directors, or any of its employees or other personnel to provide Services on this project, of which Vendor has knowledge, or provide a statement that Vendor is aware of none.
- b) Any **criminal investigation** for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification or deception pending against Vendor of which it has knowledge, or provide a statement Vendor is aware of none.
- c) Any **regulatory sanctions** levied against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term “regulatory sanctions” includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings.
- d) Any **regulatory investigations** pending against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies of which Vendor has knowledge or a statement that there are none.
- e) Any **civil litigation**, arbitration, proceedings, 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 response to these requests shall be considered a continuing representation, and Vendor’s failure to notify the State within thirty (30) days of any criminal litigation, investigation or proceeding involving Vendor or its then current officers, directors or persons providing Services under this Contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform Services under this Contract.

4.9 PERSONNEL

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. “Professional manner” means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractors 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 an executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

Should the Vendor’s proposal result in an award, the Vendor shall be required to agree that it will not substitute key personnel assigned to the performance of the Contract without prior written approval by the Contract Lead. Vendor shall further agree that it will notify the Contract Lead of any desired substitution, including the name(s) and references of Vendor’s recommended substitute personnel. The State will approve or disapprove the requested substitution in a timely manner. The State may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the State may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

4.10 AGENCY INSURANCE REQUIREMENTS

A. Default Insurance Coverage from the General Terms and Conditions applicable to this Solicitation:

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

4.11 FINANCIAL STABILITY

Vendor shall submit the following financial documentation as an attachment to its Proposal:

- Recent audited or reviewed financial statements prepared by an independent certified public accountant (CPA) that shall include, at a minimum, a balance sheet, income statement (i.e., profit/loss statement) and cash flow statement and, if the audited or reviewed financial statements were prepared more than six (6) months prior to the issuance of this RFP, the Vendor shall submit its most recent internal financial statements (balance sheet, income statement, and cash flow statement or budget) with entries reflecting revenues and expenditures from the date of the audited or reviewed financial statements to the end of the most recent financial reporting period i.e., the quarter or month preceding the issuance date of this RFP); **or**
- Recent complied financial statements prepared by an independent CPA that shall include, at a minimum, a balance sheet, income statement (i.e., profit/loss statement) and cash flow statement and, if the complied financial statements were prepared more than three (3) months prior to issuance of the RFP, the Vendor shall submit its most recent internal financial statements (balance sheet, income and other evidence of financial stability such as most recent filed tax return, evidence of a line of credit/loans/ other type of financing with statement of amount in use/outstanding balance (e.g., a complete copy commitment letter, loan agreement, billing statement reflecting the line of credit or statement from the lender acknowledge the commitment to fund the Vendor’s stated financing), performance bond, person guaranty with copies of personal income tax filing and statement of net worth or such other evidence that is accurate, reliable, and trustworthy regarding the Vendor’s financial stability.

Consolidated financial statements of the Vendor’s parent or related corporation/business entity shall not be considered, unless: (1) the Vendors’ actual financial performance for the designated period is separately identified in and/or attached to the consolidated statements; (2) the parent or related corporation/business entity will be financially responsible for the Vendors’ performance of the contract and the consolidated statement demonstrates the parent or related corporation’s/business entity’s financial ability to perform the contract, financial stability and/or such other financial considerations identified in the evaluation criteria; and/or (3) Vendor provides its own internally prepared financial statements and such other evidence of its own financial stability identified above.

Financial information, statements and/or documents submitted with a Proposal shall be evaluated to determine: whether the Vendor has sufficient ability to perform the Contract; whether the Vendor is able to meet its short term obligations, debts, liabilities, payroll, and expenses; whether Vendor has provided complete, reliable and accurate financial information regarding its business operation; whether the Vendor is financially solvent; and whether Vendor has sufficient cash flow and/or available financing from a financial institution to perform the proposed contract for sixty (60) days without receiving payment from the State. **Financial information of non-public entities may be marked as confidential in accordance with the Paragraph of the Instructions to Vendors entitled Confidential Information.**

Vendor’s failure to submit all the required financial statements will result in the rejection of the Vendor’s proposal. Vendors are also encouraged to explain any negative financial information in their financial statements and are encouraged to provide documentation supporting these explanations.

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5.0 SCOPE OF WORK

5.1 GENERAL

The scope of this RFP is the State of North Carolina Annual Comprehensive Financial Report (ACFR) for the North Carolina Turnpike Authority (NCTA) for the fiscal year ending June 30, 2025.

5.2 TASKS

Vendor shall perform auditing services for the State of NC ACFR including the basic, combining, and individual fund statements and schedules, financial and compliance examinations, and issuance of appropriate audit reports and rate covenant reports. The audit must be conducted in accordance with auditing standards generally accepted in the United States of America and in accordance with standards applicable to financial audits contained in Government Accounting Standards, issued by the Comptroller General of the United States. Furthermore, all statewide accounting policies established by the Office of the State Controller (OSC) must be followed and financial statements are to be presented in accordance with the Governmental Accounting Standards Board (GASB)

The Vendor’s financial audit opinions shall cover the financial statements for the governmental activities, the business-type activities, each major fund, and the remaining fund information that collectively constitutes the basic financial statements as well as supplementary schedules for Turnpike projects. The combining and individual fund statements and schedules and related information shall be presented in the ACFR as additional analytical data. This supplemental information will be subjected to the tests and other auditing procedures applied in the audit of the financial statements, and an opinion will be given as to whether the supplemental information is fairly stated, in all material aspects, in relations to the financial statements taken as a whole.

Vendor shall also apply agreed-upon procedures, in accordance with attestation standards established by the American Institute of Certified Public Accountants (AICPA), to evaluate information provided by NCTA management used in the calculations with respect to the Rate Covenants as defined within respective trust agreements for Turnpike projects. NCDOT will supply backup data, calculations, tables, etc. as needed.

5.3 TECHNICAL APPROACH

Vendor’s proposal shall include, in narrative, an outline, and/or graph form the Vendor's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverables, and the schedule for accomplishing each shall be included. **Vendor’s proposal shall also provide the anticipated staff hours to be used in conducting the audit.**

6.0 CONTRACT ADMINISTRATION

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

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

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

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

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact shall be the State’s point of contact for customer service-related issues concerning invoicing, availability, and delivery of services.

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

6.2 POST AWARD PROJECT REVIEW MEETINGS

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

6.3 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 as performance progresses.

6.4 ACCEPTANCE OF WORK

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

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

6.5 INVOICES

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

Vendor’s Billing Address, Customer Account Number, Order Date, Purchase Order Number, Item Descriptions, Price, Quantity, and Unit of Measure.

Submit Invoices to:

NCTA-INVOICES@NCDOT.COM

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

6.6 DISPUTE RESOLUTION

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

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute.

If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.7 AUDIT REPORTS

A. Vendor shall prepare Audit Reports in accordance with North Carolina General Statutes § 147-64.6D.

“Each audit report prepared for a State agency by a Certified Public Accountant shall itemize the number of hours used in conducting the audit and in preparation for the audit report and the total cost of conducting the audit and preparing the audit report.”

For purposes of consistency, this cost disclosure must be presented **on the last page** and **not as the final note in the Notes of the Financial Statement section** of the audit report. It must be in the following format:

“This audit required _____ audit hours at a cost of \$_____.”

Additional information may be provided in the hours /cost disclosure so long as the above sentence is included.

B. The Office of State Auditor will be permitted to review the audit documentation for the engagement and such audit documentation will be retained by the Vendor for a period of at least three (3) years after completion, termination, or expiration of the contract, or other record retention requirements set by the State Archives of North Carolina in the North Carolina Department of Natural and Cultural Resources.

C. If required, Vendor shall submit an electronic copy of all audit reports will be submitted to the Office of the State Auditor at osa.reportssubmission@ncauditor.gov and an additional electronic copy will be submitted to the Office of State controller (hard copies are no longer required). The Office of State Controller’s policy on *Submission of Audit Reports* is available at: <https://www.osc.nc.gov/1054-statewide-accounting-policy-submission-audit-reports>.

D. Vendor shall submit full draft statements to the Office of the State Controller by **September 30, 2025**, and final statements to the Office of the State Controller by **October 31, 2025**. The Compliance Reporting section of DOT Fiscal will coordinate with the Vendor in getting these reports to OSC.

- State organizations may have other audit report issuance deadlines imposed by governing boards, grant providers, debt covenants, etc. Vendor shall assist NCDOT in meeting all other audit report issuance deadlines, as needed.

E. If the Office of the State Auditor needs the report to support the opinion rendered in the *Annual Comprehensive Financial Report* or another audit report, the affected organization will be informed on an individual basis of this fact and of the required reporting deadlines. If needed, Vendor shall assist NCDOT in meeting this requirement.

6.8 PRICE ADJUSTMENTS

Prices proposed by the Vendor shall be firm against any increase for three hundred sixty-five (365) days from the effective date of the Contract.

Price increase requests shall be submitted in writing to the Contract Lead, which shall include the reason(s) for the request and contain supporting documentation for the need. Price increases will be negotiated and agreed to by both the State and Vendor in advance of any price increase going into effect. The State is not obligated to accept pricing adjustments or increases and reserves the right to accept or reject them in part or in whole. Price de-escalation or decreases may be requested by the State at any time.

It is understood and agreed that orders will be shipped at the established Contract prices in effect on the date an order is placed. Invoicing that deviates from this provision may result in Contract to cancellation.

6.9 CONTRACT CHANGES

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

****IMPORTANT NOTICE****

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE
FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT
ATTACHMENTS BEGIN ON THE NEXT PAGE

7.0 ATTACHMENTS

ATTACHMENT A: COST PROPOSAL

The cost proposal shall provide a total cost to achieve the objectives. Costs can be broken down by milestones (completion of objectives). Vendor shall itemize the amount expected to be billed for the audit, describe the billing arrangements, and contain a maximum not to exceed the total amount for the term of the contract in their cost proposal.

Hourly rates may be provided, but the cost proposal must include a maximum not to exceed amount for the total term of the contract.

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ATTACHMENT B: INSTRUCTIONS TO VENDORS

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

<https://ncadmin.nc.gov/formnorth-carolina-instructions-vendors032023/download?attachment>

(THIS ATTACHMENT IS NOT REQUIRED TO BE RETURNED)

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

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

<https://www.doa.nc.gov/form-north-carolina-general-terms-and-conditions-11-2023/open>

(THIS ATTACHMENT IS NOT REQUIRED TO BE RETURNED)

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

Complete and return the Historically Underutilized Businesses (HUB) Vendor Information form, which can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/form-hub-supplemental-vendor-information-9-2021/download>

(THIS ATTACHMENT MUST BE COMPLETED AND RETURNED)

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

Complete and return the Location of Workers Utilized by Vendor, which can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/form-location-workers-09-2021/download>

(THIS ATTACHMENT MUST BE COMPLETED AND RETURNED)

***** Failure to Return the Required Attachments May Eliminate
Your Response from Further Consideration *****