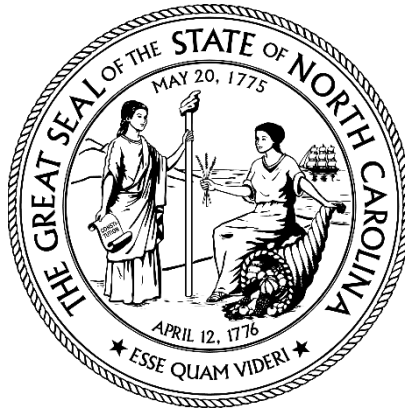




STATE OF NORTH CAROLINA

State Education Assistance Authority

Request for Proposal #: 68-SEAA0926

ESA+ Scholarship Family Support Services

Date of Issue: August 25, 2026

Proposal Opening Date: September 30, 2026

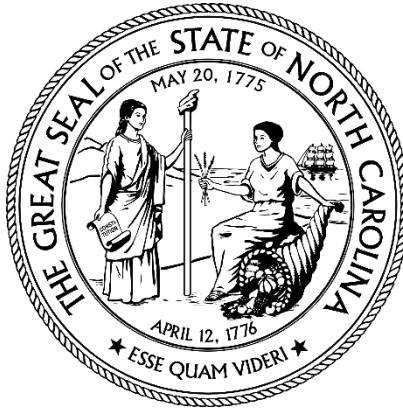
At 10:00 a.m EDT

Direct all inquiries concerning this RFP to:

Bob Myers

Purchasing and Contract Analyst

[68-SEAA0926 Questions](#)



STATE OF NORTH CAROLINA

Request for Proposal

68-SEAA0926

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>

Electronic responses ONLY will be accepted for this solicitation.

STATE OF NORTH CAROLINA

State Education Assistance Authority

Refer <u>ALL</u> Inquiries regarding this RFP to: Bob Myers <u>68-SEAA0926 Questions</u> <u>rbmyers@northcarolina.edu</u>	Request for Proposal #: 68-SEAA0926 Proposals will be publicly opened: 10:00 a.m. EDT on September 30, 2026, at the UNC System Office, 223 S. West Street, Suite 1700, Raleigh, NC 27613
Using Agency: State Education Assistance Authority	Commodity No. and Description: 86132200 – Educational Support Services
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 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 may render proposal invalid and it MAY BE REJECTED. Late proposals shall not be accepted.

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

Proposal Number: 68-SEAA0926

Vendor: _____

PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
VENDOR'S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

VALIDITY PERIOD

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

ACCEPTANCE OF PROPOSAL

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

FOR STATE USE ONLY: Offer accepted and Contract awarded this _____ day of _____, 20____, as indicated on

The attached certification, by _____.

(Authorized Representative of the State Education Assistance Authority)

Contents

1.0	PURPOSE AND BACKGROUND	5
1.1	CONTRACT TERM	5
2.0	GENERAL INFORMATION.....	5
2.1	REQUEST FOR PROPOSAL DOCUMENT	5
2.2	E-PROCUREMENT FEE	5
2.3	NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS	5
2.4	RFP SCHEDULE	6
2.5	PROPOSAL QUESTIONS	6
2.6	PROPOSAL SUBMITTAL	6
2.7	PROPOSAL CONTENTS	7
2.8	DEFINITIONS, ACRONYMS, AND ABBREVIATIONS.....	8
2.9	USE OF AUTHORITY LOGO/AUTHORITY WEBSITE AFFILIATION.....	8
3.0	METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS.....	8
3.1	METHOD OF AWARD	8
3.2	CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION.....	8
3.3	PROPOSAL EVALUATION PROCESS.....	9
3.4	EVALUATION CRITERIA	9
3.5	PERFORMANCE OUTSIDE THE UNITED STATES	11
3.6	INTERPRETATION OF TERMS AND PHRASES.....	11
4.0	REQUIREMENTS	11
4.1	PRICING.....	11
4.2	INVOICES.....	11
4.3	FINANCIAL STABILITY	12
4.4	VENDOR EXPERIENCE.....	12
4.5	REFERENCES	12
4.6	BACKGROUND CHECKS.....	13
4.7	PERSONNEL.....	13
4.8	VENDOR’S REPRESENTATIONS	13
5.0	SPECIFICATIONS AND SCOPE OF WORK	14
5.1	GENERAL	14
5.2	TASKS/DELIVERABLES	14
5.3	PROJECT ORGANIZATION.....	15
5.4	TECHNICAL APPROACH.....	15

6.0	CONTRACT ADMINISTRATION.....	15
6.1	PROJECT MANAGER AND CUSTOMER SERVICE	15
6.2	POST AWARD PROJECT REVIEW MEETINGS	15
6.3	CONTINUOUS IMPROVEMENT	16
6.4	ACCEPTANCE OF WORK.....	16
6.5	TRANSITION ASSISTANCE	16
6.6	DISPUTE RESOLUTION.....	16
6.7	CONTRACT CHANGES.....	16
7.0	ATTACHMENTS	17
	ATTACHMENT A: PRICING.....	17
	ATTACHMENT B: INSTRUCTIONS TO VENDORS	17
	ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS	17
	ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR.....	17
	ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION.....	17
	ATTACHMENT F: CONFIDENTIALITY AGREEMENT	18
	ATTACHMENT G: VENDOR PROFILE.....	21

1.0 PURPOSE AND BACKGROUND

The North Carolina General Assembly has established a scholarship program for students with disabilities pursuant to Article 41 of Chapter 115C of the General Statutes, the Personal Education Student Accounts for Children with Disabilities, also known as the Education Student Accounts (ESA+) Program.

Due to increases in State funding for the ESA+ Program in 2024 and 2026, there is a need for additional family support related to several areas in which parents navigate applying for scholarships and require education in the use of funds for qualifying expenses, including submitting documentation for the Individualized Education Program (IEP) and identifying special education-related options for their student that may be supported with ESA+ Program funds. To provide additional resources for application support and scholarship education to families interested in the ESA+ Program, the North Carolina General Assembly established a source of funding for a contract with a nonprofit to assist the State Education Assistance Authority, pursuant to G.S. 115C-562.8(d)(1) and enacted Part 4A of Article 39 of Chapter 115C of the North Carolina General Statutes, entitled "Information for Parents and Students on Nonpublic School Scholarship Programs." Pursuant to this Part, the Authority, may contract, in its administration of the ESA+ Program, with a nonprofit corporation representing parents and families that meets certain statutory requirements for scholarship education and application assistance.

The intent of this solicitation is to award an Agency Contract.

1.1 CONTRACT TERM

The Contract shall have an initial term of two (2) years, beginning on the date of final Contract execution (the "Effective Date").

At the end of the Contract's initial term, the State Education Assistance Authority (SEAA or Authority) shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for a total of two (2) additional two-year renewal options. The Authority will give the Vendor written notice of its intent to exercise each option no later than thirty (30) days before the end of the Contract's then-current term. Any renewal option must be executed by mutual written agreement of the parties.

In addition, the Authority reserves the right to extend a contract term for a period of up to 180 days in 90-day-or-less increments.

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

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

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

2.2 E-PROCUREMENT FEE

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

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

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 Education Assistance Authority 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 Education Assistance Authority 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 Education Assistance Authority 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 Education Assistance Authority 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	August 25, 2026
Submit Written Questions	Vendor	September 14, 2026 at noon EDT
Provide Response to Questions	State	September 23, 2026
Submit Proposals	Vendor	September 30, 2026 by 10:00 a.m. EDT
Contract Award	State	October 14, 2026
Contract Effective Date	SEAA	November 1, 2026

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 submitted via [68-SEAA0926 Questions](#) by the date and time specified above. Questions received prior to the submission deadline date, the State Education Assistance Authority's response, and any additional terms deemed necessary by the State Education Assistance Authority 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 Education Assistance Authority 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 bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor's sole responsibility to ensure its proposal has been received as described in this RFP by the specified time and date of opening. 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.

- Submit a **signed, original executed** proposal response, and, if required, a redacted (Proprietary and Confidential Information Excluded) copy.

- b) 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.

Please merge or combine all of the parts of your firm's response into a single document for submission.

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 Authority may release an unredacted version if a record request is received.

Failure to submit a proposal in strict accordance with these instructions shall constitute sufficient cause to reject a Vendor's proposal(s). Vendors are strongly encouraged to allow sufficient time to upload proposals.

Critical updated information may be included in Addenda to this RFP. It is important that all Vendors responding to this RFP periodically check the State's eVP website for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in this RFP and all Addenda thereto.

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, or Vendor's submission of incomplete items, may result in the State Education Assistance Authority rejecting Vendor's proposal, in the State Education Assistance Authority's sole discretion.

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

- a) Cover Letter, must include a statement that confirms that the proposer has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- c) Table of Contents: A cross reference of the location of all the required information contained within the proposal.
- d) Executive Summary: A summary of the features of the proposal.
- e) Completed and signed version of all EXECUTION PAGES, along with the body of the RFP and signed receipt pages of any addenda released in conjunction with this RFP (if required to be returned).
- f) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- g) Vendor's Proposal addressing all Specifications of this RFP. *[Indicate relative section references as a guide to responding to sections requiring additional responses outside of the solicitation document. If not required, delete.]*
- h) Completed response to ATTACHMENT A: PRICING.
- i) ATTACHMENT B: INSTRUCTIONS TO VENDORS.
- j) ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS.
- k) Completed version of ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR.
- l) Completed and signed version of ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION, along with two years of audited financial statements.
- m) Completed and signed version of ATTACHMENT F: CONFIDENTIALITY AGREEMENT.
- n) Completed version of ATTACHMENT G: VENDOR PROFILE.

2.8 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

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

- a) **AUTHORITY:** The State Education Assistance Authority, a political subdivision of the State, created under Article 23 of Chapter 116 of North Carolina General Statutes.
- b) **CONTRACT MANAGER:** Representative of the Authority who corresponds with potential Vendors in order to identify and contract with that Vendor providing the greatest benefit to the Authority and who will administer this contract for the Authority.
- c) **ESA+ SCHOLARSHIP PROGRAM:** The scholarship program for eligible North Carolina elementary and secondary school students to attend certain nonpublic schools administered by the Authority pursuant to Article 41 of Chapter 115C of the North Carolina General Statutes.
- d) **SEAA:** State Education Assistance Authority.
- e) **SERVICES:** The tasks and duties undertaken by the Vendor to fulfill the requirements and specifications of this solicitation.
- f) **SUBCONTRACT:** The engagement of a third party to perform under a contract all or part of the Services required under this Contract.

2.9 USE OF AUTHORITY LOGO/AUTHORITY WEBSITE AFFILIATION

Vendor agrees that it will not use the Authority's trademark or logo in any format and for any purpose without the prior written approval of the Authority. The Authority agrees that a website hosted by the Vendor for informational purposes on the ESA+ Scholarship Programs shall not represent itself as providing an application method to determine eligibility for families or that it is a website affiliated with the Authority for the purpose of applying to the ESA+ Scholarship Program. All information provided to families on completing an application and determining eligibility for a ESA+ Scholarship Program on a website hosted by the Vendor shall directly link individuals to the Authority's website to access that application and determine eligibility.

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

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(s) to a single Vendor, the State Education Assistance Authority 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 and the State Education Assistance Authority to do so.

The State Education Assistance Authority 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 the 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 Education Assistance Authority will conduct a One-Step evaluation of Proposals:

Proposals will be received according to the method stated in the Proposal Submittal Section above.

All proposals must be received by the issuing agency not later than the date and time specified in the RFP SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the State Education Assistance Authority 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 Authority.

At the date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum, the proposal from each responding Vendor will be opened publicly and the name of the Vendor and total cost offered may 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.

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

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.

The Authority reserves the right to reject all original offers and request one or more of the Vendors submitting proposals within a competitive range to submit a best and final offer (BAFO), based on discussions and negotiations with the Authority, if the initial responses to the RFP have been evaluated and determined to be unsatisfactory.

Upon completion of the evaluation process, the Authority will make award(s) based on the evaluation and post the award(s) to IPS 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 Authority.

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:

A trade-off/ranking method of source selection will be utilized in this procurement to allow the Authority to award the contract to the Vendor providing the overall 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. The Vendors' bids will be ranked 1, 2, 3, based on the strengths and weaknesses of each bid regarding the listed criteria and by considering the relative importance of those criteria.

The Authority shall establish an evaluation committee to conduct a comprehensive, fair, and impartial evaluation of the proposals received in response to this RFP. The Authority reserves the right to reject any and all proposals.

Evaluation Process Explanation: Authority employees will review all offers. All offers will be initially classified as being responsive or non-responsive. If an offer is found non-responsive, it will not be considered further. All responsive offers will be evaluated based on stated evaluation criteria. Any references in an answer to another location in the RFP materials or Offer shall include specific page numbers and sections stated in such reference.

To be eligible for consideration, a Vendor's offer must substantially conform to the intent of all specifications. Compliance with the intent of all specifications will be determined by the Authority. Offers that do not meet the full intent of all specifications listed in this RFP may be deemed deficient. Further, a serious deficiency in the offer to any one factor may be grounds for rejection regardless of overall merit.

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 and the Authority:

- Overall cost (Attachment A).

Financial Stability and Resources: Vendor's proposal must demonstrate superior financial stability and resources. The two years of audited financial statements required by this RFP must support this requirement. See 4.3 FINANCIAL STABILITY. Pricing details must adequately demonstrate the Vendor's plan to prioritize family application support and education activities in the use of funds to meet the specifications and Scope of Work requirements.

- Vendors experience and qualifications (Sections 4.4 and 4.5)

Professional Competence and Experience: Vendor's proposal must demonstrate significant experience with direct parent and family support and scholarship education, primarily in the area of serving children with disabilities. For services under the Contract, the Vendor must employ sufficient staff who have demonstrated a capacity of direct parent and family assistance and procedural knowledge to serve families in the scholarship application process and provide guidance on the use of scholarship funds through scholarship education and one-on-one family interaction.

- Ability to meet the Technical Requirements. (Sections 5.1 through 5.4)

Technical Capability and Customer Service: Vendor's proposal must demonstrate an understanding of the magnitude and importance of the responsibilities, including providing accurate information to the families, and ensuring that appropriate training is available for staff that will have direct interaction with families and provide customer service. Vendor's proposal must demonstrate that automated software and technical capability is available for reporting processes and customer service tracking.

Safeguarding Data Files and Documents: Vendor's proposal must demonstrate excellent policies and procedures for safeguarding the confidentiality of data files and documents, including access to those files by Vendor's employees.

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 Authority 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 a procurement.

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this RFP, the Authority 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 Authority; 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 Authority will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the Authority'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 Education Assistance Authority 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 Authority for complete performance in accordance with the requirements and specifications herein, including all applicable charges for handling, transportation, administrative and other similar fees. Vendors shall not invoice for any amount not specifically allowed for in this RFP. Respond to ATTACHMENT A: PRICING and include in Vendor's proposal. The pricing provided in ATTACHMENT A, or resulting from any negotiations, is incorporated herein and shall become part of any resulting Contract.

4.2 INVOICES

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

Vendor's Billing Address, Customer Account Number, NC Contract Number, Order Date, Buyer's Order Number, Manufacturer Part Numbers, Vendor Part Numbers, Item Descriptions, Price, Quantity, and Unit of Measure.

Vendor will be responsible for completing all forms necessary to set up the vendor in the accounting system.

All invoices should be sent electronically to Accounts payable@ncseaa.edu.

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

4.3 FINANCIAL STABILITY

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

Each Vendor shall certify it is financially stable by completing ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION and submitting financial statements audited by a certified public accountant, consistent with generally accepted accounting principles for at least the last two years. The Authority is requiring this certification and documentation 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 Authority within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification. The Contract Manager may require annual recertification of the Vendor's financial stability.

4.4 VENDOR EXPERIENCE

- In its Proposal, Vendor shall demonstrate experience with public and/or private sector clients with similar or greater size and complexity to the Authority. 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, particularly related to special education credentials and experience with special education employment.

. The Vendor shall also include information in the Proposal on its experience with any of the following:

- a) State-wide expertise in special education for children with disabilities, such as serving on the Council on Educational Services for Exceptional Children or designation under state or federal grants as a provider of special education advisory services.
- b) Significant expertise regarding the federal Individual with Disabilities Education Act (IDEA) and North Carolina's policies governing special education for children with disabilities.
- c) Examples of the Vendor's work as a grant recipient working with student populations, including children with disabilities.

4.5 REFERENCES

Vendors shall provide at least three (3) references related to the Vendor's experience and quality of work related to similar activities and scope of work to that proposed herein. Include a letter from each reference detailing the Vendor's past performance.

REFERENCE NAME/COMPANY	EMAIL ADDRESS	TELEPHONE NUMBER

4.6 BACKGROUND CHECKS

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

4.7 PERSONNEL

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will provide a listing and description of proposed staff along with resumes and proposed time commitments. An organizational chart of the proposed staff to be used on this contract is also required.

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 Manager. Vendor shall further agree that it will notify the Contract Manager of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. The Authority will approve or disapprove the requested substitution in a timely manner. The Authority may, in its sole discretion, terminate the Services of any person providing Services under this Contract. Upon such termination, the Authority may request acceptable substitute personnel or terminate the contract Services provided by such personnel.

4.8 VENDOR'S REPRESENTATIONS

If Vendor's Proposal results in an award, Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the Authority under the Contract. Vendor must not Subcontract for any Services under this 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.

The Vendor shall adhere to the requirements for the contracting party under Part 4A of Article 39 of Chapter 115C of the North Carolina General Statutes including the following:

- (1) Be a nonprofit corporation organized pursuant to Chapter 55A of the North Carolina General Statutes and comply with provisions of section 501(c)(3) of the Internal Revenue Code.
- (2) Employ sufficient staff to meet the specifications and Scope of Work requirements set forth in Section 5.0 of the RFP.
- (3) Comply with the limitations on lobbying set forth in section 501(c)(3) of the Internal Revenue Code.
- (4) Have no State officer or employee serving on the board of directors of the nonprofit.
- (5) Conduct at least quarterly meetings of the board of directors of the nonprofit at the call of its chair.
- (6) Maintain the confidentiality of any information provided by the Authority for parents and students as directed by the Authority and will not disseminate information to third parties without written parental consent in accordance with the requirements of ATTACHMENT F: CONFIDENTIALITY AGREEMENT.

5.0 SPECIFICATIONS AND SCOPE OF WORK

5.1 GENERAL

The number of students in the ESA+ Program administered by the Authority has increased significantly through additional dedicated funding from the North Carolina General Assembly. The application process, including documentation requirements, and the options for the use of scholarship funds is complex and challenging for families, which is requiring an increased demand for direct family assistance, particularly for assistance with the submittal of documentation for eligibility determinations, and for the coordination of scholarship education on use of scholarship funds in order to maximize benefits for parents and students interested in participating in the program.

The Authority, established in 1965 and charged with administering state financial aid programs for students enrolled in higher education institutions, is also charged with administering the ESA+ Scholarship Program pursuant to Chapter 115C of the North Carolina General Statutes. Funding for this Contract has been provided in accordance with G.S. 115C-562.8(d)(1). Funding for future years will be contingent upon continued availability of funds in the Opportunity Scholarship Grant Fund Reserve established pursuant to that statute. The initial contract with the Vendor will end on **October 31, 2028**, and is subject to renewal, if funding continues to be available in accordance with G.S. 115C-562.8(d)(1).

5.2 TASKS/DELIVERABLES

The Vendor must include in its proposal a detailed plan for direct family assistance on the application process, including assistance with meeting eligibility requirements, and a scholarship education program on use of funds for parents and students interested in participating in the ESA+ Scholarship Program administered by the Authority, which components are subject to prior approval by the Authority. The plan for the family support assistance effort and scholarship education program shall be primarily focused on assisting families with students with disabilities so that the Authority may effectively administer the scholarship awards and provide support to eligible students according to State law and program rules and policies. A proposal should not include strategies or an approach where the Vendor would provide legal advice to families or establish an advocacy focus. The detailed plan submitted by the Vendor must include provisions for at least the following:

- a) Direct Family Support Assistance.
 - i. Strategies for one-on-one parent and family assistance that, at a minimum, include contacts provided free of charge through phone, email, and online platforms.
 - ii. Strategies that would include educational opportunities, including, at a minimum, two webinars offered annually for families interested in or participating in the ESA+ Scholarship Program, which include information on the documentation of a disability and use of scholarship funds on qualified expenses.
- b) Application Assistance. Strategies for assisting families through the application process, advising parents on the process for the North Carolina public school initial evaluation for determination of eligibility for special education and the process for reevaluation, when necessary, and identifying the correct document from the Individualized Education Program (IEP) process that is required for ESA+ Scholarship Program eligibility.
- c) Education on Use of Funds. Strategies for assisting families with utilizing scholarship funds on qualified expenses as defined under the ESA+ Scholarship Program.
- d) Knowledge of the ESA+ Scholarship Program and State resources.
 - i. Approach to ensuring staff maintains a general knowledge of the program's application and timeline for each school year, while connecting parents to Authority staff for specific questions on program statutes, rules, and procedures, when appropriate.
 - ii. Approach to working with the Exceptional Children Division at the North Carolina Department of Public Instruction (DPI) to ensure utilization of updated forms and processes.
- e) Measurable Outcomes. Collection and reporting of data on measuring success of overall family support assistance activities, including at least the following:

- i. Monthly reports sent to the Authority outlining, at least, the following information.
 1. Number of applicant families contacted through direct assistance platforms, educational opportunities, and assistance with application documentation.
 2. A description of plans and goals for contacts and educational opportunities for the upcoming quarter.
 3. Areas of challenge in meeting deliverables for family support assistance and plans to address those challenges.
- ii. Other ad hoc reports as requested by the Authority.

The plan submitted for the work described in this RFP should prioritize the responsibilities outlined in this Scope of Work section to reflect the following:

Approximately 90% of the Services should be focused on fulfilling the tasks set forth in subsections (a) through (c); and the remaining 10% on the tasks set forth in subsection (d).

5.3 PROJECT ORGANIZATION

Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person Vendor proposes to staff the work. Vendor must employ sufficient staff who have demonstrated a capacity of direct parent and family support assistance for students with disabilities and procedural knowledge to assist parents with the scholarship application processes and ESA+ Scholarship Program requirements under Chapter 115C of the North Carolina General Statutes. The Authority shall provide ESA+ Scholarship Program specific training to Vendor staff for the administration of a family support assistance effort and scholarship education program as described in this RFP. All informational materials for distribution and planned public events are required to receive final approval from the Authority prior to publication or communication to families and students.

5.4 TECHNICAL APPROACH

Vendor's proposal shall include, in narrative, outline, and/or graph form the Vendor's detailed 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 for family support assistance and education for the ESA+ Scholarship Program beginning with the 2027-2028 school year. Vendor shall also describe any software product(s) they propose to use as well as their approach to safeguarding data files and documents.

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 PROJECT MANAGER AND CUSTOMER SERVICE

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

6.2 POST AWARD PROJECT REVIEW MEETINGS

Upon award of the Contract, a meeting will be held with the Authority for the purposes of confirming terms of the Contract and specific requirements. The Vendor shall be required to send a project manager or authorized representative who will be servicing this Contract to the meeting. The Authority will elaborate on the terms of the Contract and provide additional specific requirements for implementation of the Contract.

6.3 CONTINUOUS IMPROVEMENT

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

6.4 ACCEPTANCE OF WORK

In the event acceptance criteria for any work or deliverables is not described in Contract documents or work orders hereunder, the Authority 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 Authority 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 Authority may exercise any and all rights hereunder, including, for deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

6.5 TRANSITION ASSISTANCE

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide, at the option of the Authority, for up to one (1) month to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the Authority or its designees. If the Authority exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The Authority shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

6.6 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 Authority's Contract Manager for resolution. Any claims by the Authority shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall agree to negotiate in good faith and use all reasonable efforts to resolve such dispute(s).

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.7 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 Education Assistance Authority and Vendor. Amendments to the contract can only be through the Contract Manager.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

7.0 ATTACHMENTS

****IMPORTANT NOTICE****

RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE

FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

ATTACHMENT A: PRICING

Vendor shall provide a **total cost** that includes fulfillment of at least the following objectives:

- a. Strategy for one-on-one parent and family support assistance and scholarship education, including application assistance with eligibility documentation.
- b. Collection and reporting of data on measuring success of overall family support assistance activities.
- c. Collaboration with Authority staff to coordinate plans for family support assistance activities and to receive final approval on any materials or communication for parents and students.
- d. Management of timelines and deliverables.

ATTACHMENT B: INSTRUCTIONS TO VENDORS

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

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

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

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

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

ATTACHMENT D: 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>

ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION

Complete, sign, and return the Certification of Financial Condition, which can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/form-certification-financial-condition-09-2021/download>

ATTACHMENT F: CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT (the "Agreement") is made effective as of the ____ day of ____, 2026 by and between _____ (the "Vendor"), with its principal place of business at _____ and the State Education Assistance Authority, a political subdivision of the State of North Carolina having its principal place of business at 3120 Poplarwood Court, Raleigh, NC 27604 (the "SEAA" or the "Authority"), collectively known as "Parties" or "Party." The Parties agree to the following:

1. As used in this Agreement "Confidential Information" means any and all non-public, confidential information, whether in electronic, paper, oral, or other format, regarding the SEAA, or its respective employees, customers, or agents, which is furnished to the Vendor by or on behalf of the SEAA. "Confidential Information" may include customer data or proprietary information, which may be at an individual student level or aggregated and may include information such as name, address, social security number, account number, account balance, account status, or any other financial information. For purposes of this Agreement, the following will not constitute "Confidential Information" information that: (i) was already known to or in possession of the Vendor prior to its disclosure by the SEAA hereunder; (ii) is or becomes publicly available (other than as a result of disclosure by the Vendor or any of its representatives in violation of this Agreement); or (iii) is independently developed, discovered or arrived at by the Vendor.

2. The Vendor agrees that all information which is disclosed by the SEAA, its representatives or agents shall be presumed to be Confidential Information regardless of the format of the information (i.e., electronic, oral, or in writing) unless otherwise specifically identified as non-Confidential Information in writing.

3. The Vendor agrees that all Confidential Information (i) will be protected and held confidential by the Vendor, separate and apart from all other unrelated documents and records, (ii) will not, without the SEAA's express consent or as otherwise provided herein, be disclosed by the Vendor and (iii) will not be used by the Vendor other than for the following purpose(s): to meet the objectives of the tasks outlined in the Scope of Work section of this **RFP # 68-SEAA0926**.

4. The Vendor specifically agrees that it will only disclose such Confidential Information to its own employees or any of its representatives on a strict need-to-know basis, and any employee or representatives who becomes privy to Confidential Information will be required to abide by the terms of this Agreement.

5. The Parties agree to maintain Confidential Information, to the extent applicable, in accordance with the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g), the Gramm-Leach-Bliley Act (GLB) (15 U.S.C. § 6801, et. seq.), N.C.G.S. 115C-562.2(e), N.C.G.S. 115C-592(d), any federal or state law that protects the integrity and confidentiality of Confidential Information, and any regulations promulgated thereunder, as amended ("Applicable Laws"). The Parties further agree to adhere to Applicable Laws in maintaining the confidential integrity of information obtained through this Agreement and agree not to use or disclose Confidential Information in any way, for its own account or the account of any third party, except as permitted by law or as permitted in this Agreement. To the extent required by any Applicable Law, the Parties agree to maintain appropriate and commercially reasonable administrative, technical, and physical safeguards to protect Confidential Information and will have in place at all times during the term of this Agreement information security policies and procedures that achieve the objectives set forth in 16 C.F.R. Part 314 (Standards for Safeguarding Customer Information). The Vendor agrees that Confidential Information shall not be disseminated to third parties without written prior parental consent. In addition, the Parties will require any third party receiving Confidential Information to maintain such policies and procedures. In the event that Confidential Information is disclosed to a third party, the Parties agree that the contract with such third party will contain substantially similar confidentiality and safeguarding provisions as in this Agreement.

6. Upon the SEAA's written request, the Vendor will, subject to Applicable Laws, rule and regulation and the Vendor's document retention policies and procedures, promptly deliver to the SEAA or destroy all copies of written Confidential Information

in the Vendor's or its representatives' possession that was delivered to the Vendor by or on behalf of the SEAA.

7. The Vendor agrees that any breach or threatened breach of this Agreement would cause not only financial harm, but irreparable harm to the SEAA and that money damages will not provide an adequate remedy. In the event of a breach or threatened breach of this Agreement, the SEAA shall, in addition to any other rights and remedies it may have, be entitled to an injunction (without the necessity of posting any bond or surety) restraining the Vendor from disclosing or using, in whole or in part, any Confidential Information.

8. This Agreement shall not terminate and the obligations set forth herein shall survive in perpetuity.

9. Each Party to this Agreement represents, warrants and agrees that each of its officers or other persons executing this Agreement on behalf of its respective entity is empowered and authorized by all requisite action to do so and this Agreement thereby constitutes the legally valid and binding obligation of the respective entity and is enforceable in accordance with its terms.

10. The laws of the State of North Carolina shall govern the validity, performance, construction and effect of this Agreement.

11. This Agreement may be executed in one or more counterparts, any of which may be executed and transmitted electronically, and each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, these Parties hereto have executed this Agreement as of the date first written above.

STATE EDUCATION ASSISTANCE AUTHORITY

By: _____

Printed Name: _____

Title: _____

VENDOR

Vendor Name: _____

By: _____

Printed Name: _____

Title: _____

ATTACHMENT G: VENDOR PROFILE

All prospective Vendors must supply the following information as to the background and qualifications of the organization and principals:

Organization Name (Headquarters): _____

Mailing Address _____

Website _____

Date Organization Established: _____

Type of Organization: _____

Owner(s)/President: _____

Project Director For This Contract: _____

Title _____

Mailing Address: _____

Office Phone Number: _____

Mobile Phone Number: _____

Fax Number: _____

E-Mail Address: _____

IT Contact For This Contract: _____

Office Phone Number: _____

Mobile Phone Number: _____

E-Mail Address: _____

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