

**THE NORTH CAROLINA COMMISSIONER OF  
INSURANCE IN HIS CAPACITY AS RECEIVER**

**Request for Proposal #: 12-001290**

**ADMINISTRATION SERVICES**

**Date of Issue: March 30, 2026**

**Proposal Opening Date: May 18, 2026**

**2:00PM ET**

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

Marwan Zabaneh

Financial Research Manager

Email: [Marwan.Zabaneh@ncdoi.gov](mailto:Marwan.Zabaneh@ncdoi.gov)

Phone: 919-807-6143

**THE NORTH CAROLINA COMMISSIONER OF  
INSURANCE IN HIS CAPACITY AS RECEIVER**

**Request for Proposal #**

**12-001290**

---

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

---

Vendor Name

---

Vendor eVP#

Note: For your proposal to be considered, 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>

**THE NORTH CAROLINA COMMISSIONER OF INSURANCE  
IN HIS CAPACITY AS RECEIVER**

<b>Refer <u>ALL</u> Inquiries regarding this RFP to:</b> Marwan Zabaneh Financial Research Manager (919) 807-6143 <a href="mailto:Marwan.Zabaneh@ncdoi.gov">Marwan.Zabaneh@ncdoi.gov</a>	<b>Request for Proposal #: 12-001290</b>
	<b>Proposals will be opened:</b> May 18, 2026 at 2:00 PM ET
<b>Using Agency:</b> The North Carolina Commissioner of Insurance in His Capacity as Receiver	<b>Commodity No. and Description:</b> 941016 Professional Associations

**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.

Laws affecting the Receiver and policies of the Receiver prohibit the offer to, or acceptance by, an employee of the Receiver of any gift from anyone with a Contract with the Receiver, or from any person seeking to do business with the Receiver. 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 bid, Vendor certifies that it has read and agreed to the ATTACHMENT B: **INSTRUCTION TO VENDORS** and the ATTACHMENT C: **GENERAL CONTRACT TERMS AND CONDITIONS**.

**Failure to execute/sign proposal prior to submittal may render proposal invalid and it MAY 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:		
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 ninety (90) days from date of bid opening, unless otherwise stated here: \_\_\_\_ days. After this date, any withdrawal of offer shall be made in writing, effective upon receipt by the Receiver issuing this RFP.

**ACCEPTANCE OF PROPOSAL**

If your proposal is accepted, all provisions of this RFP shall be incorporated by reference into the written Services Agreement between the parties ("Contract") along with a statement of work including scope of services and compensation for each project arising during the term of this RFP. Dependent upon the product or service being offered, other terms and conditions may apply.

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

**(Authorized Representative of The North Carolina Commissioner of Insurance in His Capacity as Receiver)**

## Contents

1.0	PURPOSE AND BACKGROUND .....	5
1.1	CONTRACT TERM.....	6
2.0	GENERAL INFORMATION.....	6
2.1	REQUEST FOR PROPOSAL DOCUMENT.....	6
2.2	E-PROCUREMENT SOLICITATION .....	6
2.3	NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS .....	6
2.4	RFP SCHEDULE .....	7
2.5	PROPOSAL QUESTIONS .....	7
2.6	PROPOSAL SUBMITTAL .....	7
2.7	PROPOSAL CONTENTS .....	8
2.8	ALTERNATE PROPOSALS .....	9
3.0	METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS.....	9
3.1	METHOD OF AWARD .....	9
3.2	CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION.....	10
3.3	PROPOSAL EVALUATION PROCESS .....	10
3.4	EVALUATION CRITERIA.....	11
3.5	PERFORMANCE OUTSIDE THE UNITED STATES.....	11
3.6	INTERPRETATION OF TERMS AND PHRASES .....	12
4.0	REQUIREMENTS.....	12
4.1	PRICING .....	12
4.2	INVOICES .....	12
4.3	FINANCIAL STABILITY .....	12
4.4	VENDOR EXPERIENCE.....	12
4.5	REFERENCES.....	13
4.6	PERSONNEL.....	13
4.7	VENDOR’S REPRESENTATIONS.....	13
4.8	PROFESSIONAL WORK PAPERS.....	13
5.0	SCOPE OF WORK.....	14
5.1	CLASSES OF SERVICES .....	14
5.2	OBJECTIVES AND TASKS.....	14
5.2.1	RECEIVERSHIP ADMINISTRATION SERVICES .....	14

5.2.2	ACCOUNTING, AUDITING AND TAX SERVICES.....	15
5.2.3	INFORMATION TECHNOLOGY SERVICES.....	15
5.2.4	REINSURANCE SERVICES.....	16
5.2.5	ACTUARIAL SERVICES .....	16
5.2.6	INVESTMENT SERVICES.....	16
5.2.7	LEGAL SERVICES.....	17
5.2.8	INVESTMENT BANKING SERVICES .....	17
5.2.9	CLAIMS ADMINISTRATION AND POLICYHOLDER SERVICES .....	17
5.3	RESOURCE AVAILABILITY .....	17
5.4	PROJECT ORGANIZATION.....	18
5.5	TECHNICAL APPROACH.....	18
6.0	CONTRACT ADMINISTRATION.....	18
6.1	PROJECT MANAGER AND CUSTOMER SERVICE.....	18
6.2	POST AWARD MANAGEMENT REVIEW MEETINGS.....	18
6.3	CONTINUOUS IMPROVEMENT .....	18
6.4	ACCEPTANCE OF WORK.....	18
6.5	TRANSITION ASSISTANCE .....	19
6.6	DISPUTE RESOLUTION .....	19
6.7	CONTRACT CHANGES.....	19
6.8	ATTACHMENTS.....	19
7.0	OTHER CONSIDERATIONS.....	19
	ATTACHMENT A: PRICING.....	21
	ATTACHMENT B: INSTRUCTIONS TO VENDORS .....	25
	ATTACHMENT C: GENERAL CONTRACT TERMS AND CONDITIONS .....	32
	ATTACHMENT D: HUB SUPPLEMENTAL SUPPLIER INFORMATION.....	38
	ATTACHMENT E: CUSTOMER REFERENCE TEMPLATE .....	38
	ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR .....	38
	ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION.....	38

## **1.0 PURPOSE AND BACKGROUND**

---

The North Carolina Commissioner of Insurance, acting in his capacity as the statutory receiver of entities subject to delinquency proceedings conducted pursuant to the provisions of Article 30 of Chapter 58 of the North Carolina General Statutes (the "Receiver"), is issuing a new solicitation for its previously issued RFP #12-001178 dated June 14, 2021. Vendors approved under the previously issued RFP and that executed extensions remain approved through June 30, 2026. The new solicitation covers the period July 1, 2026, through June 30, 2029. **Therefore, all interested Vendors, including Vendors previously approved under previous RFP #12-001178, must respond to this RFP.**

**The purpose of this RFP is to improve and assist in the administration of receiverships conducted pursuant to the provisions of Article 30 of Chapter 58 of the North Carolina General Statutes.**

The Receiver solicits proposals from Vendors to provide nine classes of service on a nationwide basis, as follows:

1. Receivership Administration
2. Accounting, Auditing and Tax
3. Information Technology ("IT")
4. Reinsurance
5. Actuarial
6. Investment
7. Legal
8. Investment Banking
9. Claims Administration and Policyholder Services

Vendors may apply for any or all of the classes of service listed above and any or all of the tasks listed in Section 5.2 OBJECTIVES AND TASKS, of this RFP.

The services required by this RFP will be requested on an as-needed basis. By placing one or more qualified Vendors on contract to provide professional services, the Receiver is better prepared to address receivership needs and other nonrecurring, acute increases in workload. Additionally, services performed under this RFP will allow the Receiver to respond in a timely manner and provide the highest level of service. From the list of available Vendors, the Receiver will select at its discretion individual Vendors for particular projects as the need arises. A specific Services Agreement between the selected Vendor and the Receiver, including a statement of scope of services and compensation, will be executed for each project arising during the term of this RFP period. The Vendors agree that the terms and provisions of this RFP and any addenda issued hereto shall be incorporated by reference into the specific Services Agreements for each project. Prospective Vendors are expected to provide services that comply with applicable law, orders of any court with jurisdiction, standards established by the Receiver, the National Association of Insurance Commissioners ("NAIC"), and the applicable professional organizations in their respective fields of work.

This RFP seeks services and pricing for the entire RFP term of **July 1, 2026, through June 30, 2029**. Proposals may offer services and pricing for the entire term or for shorter periods within the term as indicated in ATTACHMENT A: **PRICING**.

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

**THE RECEIVER IS NOT A STATE AGENCY AND IS, THEREFORE, EXEMPT FROM STATE PURCHASING AND CONTRACT REGULATIONS. APPROVED VENDORS ARE NOT GUARANTEED A MINIMUM OR MAXIMUM AMOUNT UNDER THIS CONTRACT. THE RECEIVER MAKES NO COMMITMENT TO ACQUIRE ANY SERVICES UNDER THIS CONTRACT. THE RECEIVER RETAINS COMPLETE DISCRETION AS TO THE SELECTION AND USE OF VENDORS.**

## 1.1 CONTRACT TERM

The Contract shall have an initial term of three (3) years, beginning July 1, 2026, and ending June 30, 2029.

At the end of the Contract's current term, the Receiver shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of three (3) additional one-year terms. The Receiver 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. In addition to any optional renewal terms, and with the Vendor's concurrence, the Receiver reserves the right to extend a contract term after the last active term.

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

The 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 SOLICITATION

**ATTENTION: This is NOT an E-Procurement solicitation.**

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

It shall be the Vendor's responsibility to read the Instructions to Vendors, the Receiver's terms and conditions, all relevant exhibits and attachments, and any other components made a part of this RFP and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all 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 Section 2.5 PROPOSAL QUESTIONS. If the Receiver 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 Receiver may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through this process, the Receiver 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).

**By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's proposal as nonresponsive.**

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

Contact with anyone working for or with the Receiver, including State employees working for the North Carolina Department of Insurance, regarding this RFP, other than the Financial Research Manager named on the face page of this RFP in the manner specified by this RFP shall constitute grounds for rejection of said Vendor's offer, at the Receiver's election.

## 2.4 RFP SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFP	Receiver	Monday, March 30, 2026
Submit Written Questions	Vendor	Friday, April 10, 2026
Provide Response to Questions	Receiver	Monday, April 20, 2026
Submit Proposals	Vendor	Monday, May 18, 2026 at 2:00 PM ET
Contract Award	Receiver	Monday, June 29, 2026
Contract Effective Date	Receiver	Wednesday, July 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 above due date.

Questions related to the content of the solicitation, or the procurement process should be directed to the person on the title page of this document via the Sourcing Tool's message board by the date and time specified in the RFP SCHEDULE Section above. Vendors will enter "RFP #12-001290 – Questions" as the subject of the message. Question submittals should include a reference to the applicable RFP section, page number and text. This is the only manner in which questions will be received.

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM ET.

Questions received prior to the submission deadline date, the Receiver's response, and any additional terms deemed necessary by the Receiver will be posted in the Sourcing Tool in the form of an addendum and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any Receiver 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 any 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. Failure to submit a proposal in strict accordance with instructions provided shall constitute sufficient cause to reject a Vendor's proposal(s). Solicitation responses are subject to Sealed Bidding requirements.

Vendor's proposals for this procurement must be submitted through the Sourcing Tool. For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers, Vendors should go to the following site: <https://eprocurement.nc.gov/training/vendor-training>

Questions or issues related to using the Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST.

1. Vendors should review available training and confirm that they are able to access the Sourcing Event, enter responses, and upload files well in advance of the date and time response are due to allow sufficient time to seek assistance from the North Carolina eProcurement Help Desk.
2. Vendors may submit their responses early to make sure there are no issues, and then submit a revised response any time prior to the response due date and time. The Receiver will only review the most recent response.
3. Vendors should respond to all relevant sections of the Sourcing Event. Certain questions or items are required in order to submit a response and are denoted with an asterisk. The Sourcing Tool will not allow a response to be submitted unless all required items are completed. The Sourcing Tool will provide error messages to help identify any required information that is missing when response is submitted.
4. Simply saving your response in the Sourcing Tool is not the same as submitting your response to the Receiver. Vendors should make sure they complete the submission process and receive a message that their response was successfully submitted.
5. **Only Proposals submitted through the Content Section of the Ariba Sourcing Event will be considered. Proposals submitted through the Message Board will not be accepted or considered for award.**

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

## 2.7 PROPOSAL CONTENTS

Vendors shall provide responses to all questions and complete all attachments for this RFP that require the Vendor to provide information and upload them to the Sourcing Event in the Sourcing Tool. Vendor may not be able to submit its response in the Sourcing Tool unless all required items are addressed. Vendors shall provide authorized signature where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the Receiver rejecting Vendor's proposal, in the Receiver's sole discretion. Vendor shall include the following items and attachments in the Sourcing Tool:

- a) Cover Letter, which must contain the following: (i) 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; (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments. This letter should highlight the contents of the proposal, include an email address for contact purposes, and bear the authorized signature of an individual who can bind the Vendor to a contract. As indicated previously, the Vendor may respond to any or all of the classes of service listed in Section 5.1 **CLASSES OF SERVICE** of this RFP and any or all of the tasks listed in Section 5.2 **OBJECTIVES AND TASKS** of this RFP. The cover letter must clearly identify the classes of service and the specific tasks under each that the proposal is for. It is expected that the Vendor's experience and technical abilities with respect to each of the tasks the proposal is for be clearly addressed in the proposal. **Failure to address experience and technical abilities with respect to a class of service and task may disqualify the Vendor from consideration for that service or task.**
- b) Title Page: Include the Vendor name, address, phone number and authorized representative along with the Proposal Number.

- c) Completed and signed **EXECUTION PAGES**, along with the body of the RFP.
- d) Completed and signed **ATTACHMENT A: PRICING**
- e) Completed **ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION**
- f) Completed **ATTACHMENT E: CUSTOMER REFERENCE TEMPLATE**
- g) Completed **ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR**
- h) Completed and signed **ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION**
- i) Corporate Background and Experience: This Section should include background information on the organization and provide the following information:
  - 1) Full name, address, and telephone number of the Vendor
  - 2) Date established
  - 3) Ownership form (public company, partnership, subsidiary, etc.)
  - 4) If incorporated, the state of incorporation must be included
  - 5) Details of experience with similar projects, for whom similar work has been performed. See Section 4.4 VENDOR EXPERIENCE for additional information.
- j) Project Organization: This section must include the proposed staffing, deployment and organization of personnel that can be assigned to projects. The Vendor shall provide information as to the qualifications and experience of all executive, managerial, and professional personnel to be assigned to projects, including resumes citing experience with similar projects and the responsibilities to be assigned to each person. **This section should also address the Vendor's ability to staff and begin projects within two (2) weeks of notice, and complete assignments within agreed upon timeframes.** See Sections 4.4 VENDOR EXPERIENCE, 4.6 PERSONNEL, 4.7 VENDOR'S REPRESENTATIONS, and 5.4 PROJECT ORGANIZATION for additional information.
- k) Technical Approach: This section shall include, in narrative, outline, and/or graph form the Vendor's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. See Section 5.5 TECHNICAL APPROACH.
- l) CONTINGENCY FEE PROPOSAL OPTION, for **law firms** only: If applicable, in addition to quoted hourly rates, law firms may propose to do work on a contingency fee basis. Any law firms proposing to do work on a contingency fee basis should provide a description of the types of cases they are willing to handle on a contingency fee basis and should provide details of the contingency fee proposal. See Attachment A: PRICING for additional information.

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

---

### **3.1 METHOD OF AWARD**

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.

Vendors receiving awards will be placed on a list of approved Vendors to provide requested professional services on an as-needed basis during the term of this RFP. From the list of approved Vendors, the Receiver will select at its discretion individual Vendors for particular projects as the need arises. A specific Services Agreement between the selected Vendor and the Receiver, including a statement of scope of services and compensation, will be executed for each project arising during the term of this RFP period.

While the intent of this RFP is to award a Contract(s) to multiple Vendors, the Receiver 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 Receiver to do so.

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

### 3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

During the evaluation period—from the date proposals are opened through the date the contract is awarded—each Vendor submitting a proposal (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communications with the Receiver and any person inside or outside the Department, other government agency office, or body (members of the general assembly and/or governor's office), or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the contents of another Vendor's proposal, another Vendor's qualifications or ability to perform the contract, 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 and/or the award of the contract.

A Vendor not in compliance with this provision shall be disqualified from contract award, unless it is determined in the Receiver's discretion that the communication was harmless, that it was made without intent to influence and that the best interest of the Receiver and the entity in receivership would not be served by the disqualification. A Vendor's proposal may be disqualified if its sub-contractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the RFP to the date of contract award). Only those discussions, communications or transmittals of information authorized or initiated by the Receiver for this RFP or general inquiries directed to the purchaser regarding requirements of the RFP (prior to proposal submission) or the status of the contract award (after submission) are excepted from this provision. See the Paragraph 24, CONFIDENTIAL INFORMATION, of the INSTRUCTIONS TO VENDORS.

### 3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

#### **The Receiver will conduct a One-Step evaluation of Proposals:**

Proposals will be received according to the method stated in Section 2.6. All proposals must be received by the Receiver not later than the date and time specified in the RFP SCHEDULE in Section 2.4 of this RFP. Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the Receiver 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 Receiver.

At the date and time provided in the RFP SCHEDULE Section above, the proposal from each responding Vendor will be opened. 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.

Upon completion of the evaluation process, the Receiver will make Award(s) based on the evaluation and post the award(s) to the electronic Vendor Portal (eVP), <https://evp.nc.gov> 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 Receiver.

The Receiver 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 Receiver, if the initial responses to the RFP have been evaluated and determined to be unsatisfactory.

Several Vendors, within a competitive range, may be accepted in each class for contracting with the Receiver under this RFP.

### 3.4 EVALUATION CRITERIA

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

#### Technical - (100 Maximum Points)

The evaluation team will determine which proposals satisfy the requirements of this RFP by considering the following criteria on a “points earned” basis:

Evaluation Criteria	Maximum Points
Proposal completeness and content	10
Experience with similar projects	30
Technical ability of firm and staff	30
Responsiveness (ability to staff and begin projects on an expedited basis or within two (2) weeks of notice and complete assignments within agreed upon timeframes)	20
Technical approach to accomplishing tasks	10

Proposals that receive a score less than 70 for an individual class of service shall not be accepted for that particular class of service. This is a pre-qualification process, so details of individual projects including a statement of scope of work will be provided later, during the term covered by this RFP. Points are not used to rank Vendors.

#### Price

The Vendor’s hourly rates will be reviewed for completeness and competitiveness. Individual projects will not be awarded to qualified Vendors based solely on hourly rates. This is a pre-qualification process, so details of individual projects, including a statement of scope of work or services, will be provided later during the term covered by this RFP.

The evaluation team, upon a review of the quality of services offered within each proposal and based on the hourly rates of those qualifying proposals, will determine which proposals satisfy the requirements of this RFP. Vendors will be placed on an approved Vendor list, for each approved class of service.

### 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 Receiver 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 Receiver:

- a) Total cost to the Receiver
- b) Level of quality provided by the Vendor
- c) Process and performance capability across multiple jurisdictions
- d) Protection of the Receiver’s information and intellectual property
- e) Availability of pertinent skills
- f) Ability to understand the Receiver’s business requirements and internal operational culture
- g) Particular risk factors such as the security of the Receiver’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 Receiver; 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 Receiver will take into consideration

the degree to which Vendors have proposed or failed to propose solutions that will satisfy the Receiver'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 Receiver 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 Receiver 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 Section 2.5.

### **4.1 PRICING**

Proposal price shall constitute the hourly rates to Receiver for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, transportation, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this RFP. Complete ATTACHMENT A: PRICING FORM and upload in the Sourcing Tool.

### **4.2 INVOICES**

Should the Vendor's proposal result in an award, a written Services Agreement between the selected Vendor and the Receiver, including details of scope of services, compensation and frequency and method of invoicing and payment will be executed for each project arising during the term of this RFP.

Requests for service fee or travel reimbursements are to be submitted to the Receiver for approval. Invoices, bills, and related documentation are required to be submitted. The Vendor will not be paid for travel time en route to/from work location. The Vendor must prepare a time sheet and invoice listing work site, dates, and hours worked and shall submit it to the Receiver for approval.

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

### **4.4 HUB PARTICIPATION**

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this 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.

### **4.5 VENDOR EXPERIENCE**

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

#### **4.6 REFERENCES**

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

#### **4.7 PERSONNEL**

Vendor warrants that qualified personnel shall provide Services under this Contract in a professional manner. "Professional manner" means that the personnel performing the Services will possess the skill and competence consistent with the prevailing business standards in the industry. Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the Receiver. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

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

#### **4.8 VENDOR'S REPRESENTATIONS**

If the proposal results in an award, the Vendor agrees that it will not enter any agreement with a third party that may abridge any rights of the Receiver 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 Deliverables.

#### **4.9 PROFESSIONAL WORK PAPERS**

The Receiver retains ownership of all work papers generated by the work performed under this contract. Selected Vendors are encouraged to retain work paper copies for the completion of their internal files. All work papers shall be maintained as confidential unless directed otherwise by the Receiver.

Work papers are all records generated by the contracted professional documenting procedures followed, tests performed, information obtained, and conclusions reached. Work papers, accordingly, may include work programs, analyses, memoranda, letters, abstracts of company documents and schedules, or commentaries prepared or obtained by the contracted professional in the course of the assignment that support the professionals' conclusions.

## 5.0 SCOPE OF WORK

This scope of work is intended to describe the required objectives and tasks for each class of service. Vendors may apply for some or all of the listed services and/or tasks.

### 5.1 CLASSES OF SERVICE

The Receiver solicits proposals from Vendors to provide nine (9) separate classes of service, on a nationwide basis as follows:

1. Receivership Administration
2. Accounting, Auditing and Tax
3. Information Technology ("IT")
4. Reinsurance
5. Actuarial
6. Investment
7. Legal
8. Investment Banking
9. Claims Administration and Policyholder Services

Vendors may apply for any or all of the classes of service listed above and any or all of the tasks listed in Section 5.2 OBJECTIVES AND TASKS, of this RFP. Prospective Vendors are expected to provide services that comply with standards established by the Receiver, the NAIC, and the applicable professional organizations in their respective fields of work.

### 5.2 OBJECTIVES AND TASKS

#### 5.2.1 RECEIVERSHIP ADMINISTRATION SERVICES

- a) **Special Deputy Receiver or Assistant Special Deputy Receiver** – A firm that can provide a qualified individual to serve as Special Deputy Receiver or Assistant Special Deputy Receiver to carry out the duties of that role with respect to receiverships.
- b) **Management of Operations Functions** – Manage the operations of an insurance company or other regulated entity that is the subject of a judicial order of receivership, including staffing, claims, policyholder service, banking and investments, IT, and all other functions requiring oversight.
- c) **Performance of Operations Functions** – Staff various operating functions of an insurance company or other regulated entity that is the subject of a judicial order of receivership, including staffing, claims, policyholder service, banking and investments, IT, and all other functions requiring performance.
- d) **Asset/Inventory Control** – Take inventory of company assets at time of receivership, maintain inventory during receivership, update inventory with purchases and sales of assets, reconcile inventory to company's records and investigate any differences.
- e) **Forensic Accounting/Auditing** – Use forensic accounting or perform other audit procedures to determine or investigate possible fraud and/or locate assets.
- f) **Expert Witness Testimony** – Provide qualified individuals to serve as expert witnesses for the Receiver in judicial proceedings. Individuals must have experience in the areas in question to be qualified by the court as experts.
- g) **Litigation Support** – Provide qualified staff to gather, analyze, summarize and present any information needed by the Receiver for litigation purposes.
- h) **Entity Relocation** - Planning, managing, and coordinating the move of an entity to another facility.
- i) **Any Other Receivership Administration Services Needed** – Provide any other services needed by the Receiver in carrying out his duties with respect to a company in receivership.

**5.2.2 ACCOUNTING, AUDITING AND TAX SERVICES**

- a) **Financial Reporting** – Provide staff to handle all aspects of an entity’s financial reporting requirements, including GAAP, SAP, tax, and court reporting.
- b) **Accounting Work, including temporary accounting staff** – Provide staff to handle all accounting functions of an entity in receivership. This may include long or short duration assignments.
- c) **Audits** – Conduct financial, operation, underwriting or other audits and provide reports and opinions as needed by the Receiver.
- d) **Tax Return Preparation and Other Tax Work** – Prepare income tax returns and conduct any other tax work required by the Receiver.
- e) **Insurance Business Valuation/Business Sale and Negotiation** – Review and opine on value of receivership company’s entire or partial block of business for purposes of selling the block(s) and lead or participate in negotiating the sale.
- f) **Forensic Accounting/Auditing** – Use forensic accounting or perform other audit procedures to determine or investigate possible fraud and/or locate assets.
- g) **Expert Witness Testimony** – Provide qualified individuals to serve as expert witnesses for the Receiver in judicial proceedings. Individuals must have experience in the areas in question to be qualified by the court as experts.
- h) **Litigation Support** – Provide qualified staff to gather, analyze, summarize and present any information needed by the Receiver for litigation purposes.
- i) **Any Other Receivership Administration Services Needed** – Provide any other services needed by the Receiver in carrying out his duties with respect to a company in receivership.

**5.2.3 INFORMATION TECHNOLOGY SERVICES**

- a) **Network Management and System Support** – Provide qualified technical staff to manage and support or assist with the management of computer and networking equipment and network servers, including both day-to-day network systems maintenance and problem diagnostics and resolution.
- b) **User Support** – Provide general assistance to receivership staff with respect to personal computer hardware and software problem diagnosis and resolution.
- c) **System Design, Implementation and Conversion** – Design, develop and implement changes to existing or new business applications, converting proprietary receivership data and providing any other services required to bring external data into systems that can be used within the Receiver’s information systems environment.
- d) **Programming Support** – Assist internal staff with the modification or creation of custom database applications that meet an identified Receiver or receivership information system need.
- e) **Application Services** – Host, maintain and support business applications where the Receiver does not have the hardware or personnel resources to do so internally.
- f) **IT Forensic Procedures** – Use forensic IT system procedures or other appropriate systems audit procedures to determine or investigate possible fraud and/or locate assets.
- g) **Cybersecurity** – Review and address current cyber security and/or Business Continuity/Disaster Recovery plans in place and the effectiveness of such plans in order to protect receivership company data and systems against cyber-attacks and or other system failure. The review should include (1) development and implementation of Business Continuity/Disaster Recovery plans if necessary, (2) perform penetration testing as needed, (3) perform system backups as needed, (4) maintain secure system backups offsite in a cloud based environment, (5) assist with data migration as needed, (6) provide cybersecurity training to receivership company staff as necessary, (7) any other cybersecurity or business continuity/disaster recovery related duties.
- h) **Expert Witness Testimony** – Provide qualified individuals to serve as expert witnesses for the Receiver in judicial proceedings. Individuals must have experience in the areas in question to be qualified by the court as experts.
- i) **Litigation Support** – Provide qualified staff to gather, analyze, summarize and present any

information needed by the Receiver for litigation purposes.

- j) **Any Other IT Services Needed** – Provide any other IT services needed by the Receiver in carrying out his duties with respect to a company in receivership.

#### 5.2.4 REINSURANCE SERVICES

- a) **Reinsurance Review** – Review and opine on reinsurance contracts and related documents, program adequacy, compliance with laws, risk transfer, reinsurance accounting and reporting, assumption reinsurance transactions, HMO continuation of benefits, and insolvency protection.
- b) **Reinsurance Accounting** – Provide expertise for complex reinsurance accounting transactions and reinsurance asset collection services to support general receivership administration.
- c) **Commutation Analysis and Negotiation** – Review reinsurance contracts and opine on benefits of commuting agreements. Lead or participate in negotiating commutations.
- d) **Forensic Accounting/Auditing** – Use forensic accounting or perform other audit procedures to determine or investigate possible fraud and/or locate assets.
- e) **Expert Witness Testimony** – Provide qualified individuals to serve as expert witnesses for the Receiver in judicial proceedings. Individuals must have experience in the areas in question to be qualified by the court as experts.
- f) **Litigation Support** – Provide qualified staff to gather, analyze, summarize and present any information needed by the Receiver for litigation purposes.
- g) **Any Other Reinsurance Services Needed** – Review, opine on, and recommend appropriate action on any other reinsurance issues that may arise.

#### 5.2.5 ACTUARIAL SERVICES

- a) **Actuarial Analysis** – Perform reserve valuation and other actuarial review work.
- b) **Insurance Business Valuation/Business Sale and Negotiation** – Review and opine on value of receivership company's entire or partial block of business for purposes of selling the block(s) and lead or participate in negotiating the sale.
- c) **Policy Settlement** – Evaluation of varying benefits available under insurance policies.
- d) **Reinsurance Review** – Review and opine on reserve valuation, reinsurance assumed and/or ceded, reinsurance contracts, and any other reinsurance related issues.
- e) **Expert Witness Testimony** – Provide qualified individuals to serve as expert witnesses for the Receiver in judicial proceedings. Individuals must have experience in the areas in question to be qualified by the court as experts.
- f) **Litigation Support** – Provide qualified staff to gather, analyze, summarize and present any information needed by the Receiver for litigation purposes.
- g) **Any Other Actuarial Services Needed** – Review, opine on, and recommend appropriate action on any other actuarial issues that may arise.

#### 5.2.6 INVESTMENT SERVICES

- a) **Investment Portfolio Management** – Manage receivership insurance company investment portfolio, or portions thereof, including recommending sales and acquisitions, portfolio alignment with anticipated activity of the block of insurance business, portfolio liquidations, etc.
- b) **Investment Portfolio Evaluation** – Review and opine on insurance company investment portfolio, or portions thereof, including valuation, diversification, compliance with North Carolina investment laws, derivative use plans, hedging programs, etc.
- c) **Business Valuation/Valuation of Investments** – Review and value investments held by a receivership company. Lead or participate in negotiating the sale of these investments.
- d) **Forensic Accounting/Auditing** – Use forensic accounting or perform other audit procedures to determine or investigate possible fraud and/or locate assets.
- e) **Expert Witness Testimony** – Provide qualified individuals to serve as expert witnesses for the Receiver in judicial proceedings. Individuals must have experience in the areas in question to be qualified by the court as experts.

- f) **Litigation Support** – Provide qualified staff to gather, analyze, summarize and present any information needed by the Receiver for litigation purposes.
- g) **Any Other Investment Services Needed** – Review, opine on, and recommend appropriate action on any other investment issues that may arise.

**5.2.7 LEGAL SERVICES**

- a) **Litigation** – Represent the Receiver in litigation against former management, owners, affiliates, agents, MGAs, TPAs, reinsurers, reinsureds, or other parties associated with insurance entities placed into receivership.
- b) **Defense** – Represent the Receiver in actions brought against the Receiver in relation to entities in receivership.
- c) **Asset Recovery** – Pursue the recovery of assets, including litigation to accomplish same.
- d) **Contract Negotiation** – Represent and advise the Receiver in the review or negotiation of various contracts, including contracts to sell insurance companies, entities or blocks of insurance business.
- e) **General Corporate Services** – Employment issues; leases and executory contracts; state and federal tax matters; property disposition, etc.
- f) **Expert Witness Testimony** – Provide qualified individuals to serve as expert witnesses for the Receiver in judicial proceedings. Individuals must have experience in the areas in question to be qualified by the court as experts.
- g) **Litigation Support** – Provide qualified staff to gather, analyze, summarize and present any information needed by the Receiver for litigation purposes.
- h) **Any Other Legal Services Needed** – Provide any other legal services that may be needed.

**5.2.8 INVESTMENT BANKING SERVICES**

- a) **Investment Banking Advice** – Advise the Receiver on issues that require specialized investment banking knowledge.
- b) **Expert Witness Testimony** – Provide qualified individuals to serve as expert witnesses for the Receiver in judicial proceedings. Individuals must have experience in the areas in question to be qualified by the court as experts.
- c) **Litigation Support** – Provide qualified staff to gather, analyze, summarize and present any information needed by the Receiver for litigation purposes.
- d) **Any Other Investment Banking Services Needed** – Provide any other investment banking services that may be needed.

**5.2.9 CLAIMS ADMINISTRATION AND POLICYHOLDER SERVICES**

- a) **Claim Adjudication** – Review claims submitted and determine if they are a valid claim according to the policy.
- b) **Claim Handling and Processing** – Review invoices, utilize cost saving measures, and recommend payment in accordance with best practices.
- c) **Ceded Reinsurance Claim Recoveries** – Analyze claims data and reinsurance coverage, identify reinsurance recoveries the receivership company is entitled to and pursue recoveries.
- d) **Premium and Premium Audit Processing** – Prepare, print and mail invoices, reminder letters. Conduct audits or review external audits performed. Pursue the collection of all premium monies due.
- e) **Policyholder Services** – Provide customer service support staff. Respond to policyholder and agent inquiries.
- f) **Regulatory and Bureau Reporting** – Process and balance premium and loss data. Edit and correct invalid data. Prepare transmittals, and report required data to all identified parties. Prepare 1099s as necessary.
- g) **Any Other Claims Administration and Policyholder Services Needed** – Provide any other claims administration and policyholder services that may be needed.

### **5.3 RESOURCE AVAILABILITY**

Individual assignments contemplated by this RFP will vary in terms of project definition and resources required and includes work conducted on very short notice and may be outside of the geographic boundaries of North Carolina. Accordingly, selected Vendors must have at their disposal significant resources, human and otherwise, to successfully participate in assignments contemplated by this RFP. Selected Vendors must:

- a) Be capable of assigning professional resources to engagements on a national scale.
- b) Be capable of staffing assignments of varying size and complexity, within two (2) weeks of notice by the Receiver.
- c) Possess sufficient professional human resources to complete assignments within the agreed upon parameters.
- d) Be able to provide critical services and functions remotely, if necessary.
- e) Possess research resources capable of rendering professionally sound analysis of complex technical issues.

The Receiver reserves the exclusive right to select the specific discipline of a professional Vendor to be used on subject assignments. The Receiver also reserves the right to approve assigned staff for all work performed under the terms of this contract.

### **5.4 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.

### **5.5 TECHNICAL APPROACH**

Vendor's proposal shall include, in narrative, 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 deliverable and the schedule for accomplishing each shall be included.

## **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.

Appropriate internal procedures will be developed for the contract. Since all bidding situations will vary depending on type and scope of work, information developed by the Receiver for Vendor bids will differ for each project. Also, Vendor responses to Receiver requests for bids will be different in accordance with varying requirements, specifications and information desired for each bid. That is, no specific formats will be dictated by this RFP for either Receiver requests for bids or Vendor responses. These will vary from bid to bid depending on the variables and key factors unique to each bid.

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

The Vendor shall be required to designate and make available to the Receiver a project manager. The project manager shall be the Receiver's point of contact for contract related issues and issues concerning performance, progress review, scheduling and service. It is the responsibility of the Vendor to notify the Receiver of subsequent changes of the designated project manager.

### **6.2 POST AWARD PROJECT REVIEW MEETINGS**

The Vendor, at the request of the Receiver, shall meet periodically with the Receiver for Project Review meetings as detailed in the Services Agreement between the Parties. The purpose of these meetings will be to review project progress reports, discuss Vendor and Receiver performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics. Project Review meetings may be scheduled and conducted as frequently as considered necessary by the Receiver.

### **6.3 CONTINUOUS IMPROVEMENT**

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

## **6.4 ACCEPTANCE OF WORK**

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

In the event acceptance criteria for any work or deliverables is not described in contract documents or work orders hereunder, the Receiver shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the Receiver shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation or testing, as applicable of the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any requirements, acceptance criteria or otherwise fail to conform to the Contract, the Receiver 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 transition assistance to the Receiver, at the option of the Receiver, for up to six (6) months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the Receiver or its designees. If the Receiver exercises this option, the Parties agree that such transition assistance shall be deemed to 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 Receiver 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 Receiver for resolution. Any claims by the Receiver 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 the 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 CONTRACT CHANGES**

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

## **6.8 ATTACHMENTS**

All attachments to this RFP are incorporated herein and shall be submitted by responding in the Sourcing Tool. These attachments are included in this RFP or can be found at the following Vendor Forms link for reference purposes only:

<https://ncadmin.nc.gov/documents/vendor-forms>

---

## **7.0 OTHER CONSIDERATIONS**

Unless otherwise stated in the individual proposal, the situations described below will be followed.

- a) The Receiver will generally provide workspace and facilities for all Vendor personnel unless operations are conducted remotely. Vendor personnel must conform to work procedures, safety and security policies applicable to the employees at the worksite. On an individual service request basis, the Receiver may request that the Vendor provide workspace and facilities for Vendor employees.
- b) The Vendor will be responsible to its employees for salaries, all taxes, all benefits and any expenses incurred in the performance of the job. The Receiver has no financial liability, implied or otherwise, to the Vendor's employees.
- c) The Vendor will be responsible for ensuring its employees are adequately trained. When requested by the Receiver, the Vendor, at its own expense, will provide its employees with the training required to properly perform their duties.
- d) In consideration of the decision to acquire personnel under these contracts, the needs of the Receiver are foremost. The Receiver reserves the right to contract for personnel services from other sources, if the skills required exceed those specified in the RFP, or if the project definition incorporates specific skill requirements and time constraints which cannot be met by Vendors under this contract.
- e) Vendors must comply with all applicable Receiver, NAIC, and other applicable policy standards and procedures.
- f) For each project arranged under this contract, a specific letter of agreement listing work, dates and requirements will be issued or a contract for a specific project will be executed. This project agreement, letter or contract will include the provisions of this convenience contract, as well as any additional terms and conditions deemed necessary for the particular project.
- g) The Receiver will develop and implement internal procedures to administer this contract.

**The remainder of this page is intentionally left blank.**

**Attachments to this RFP begin on the next page.**

**ATTACHMENT A: PRICING**

Cost proposal pricing shall be all-inclusive, incorporating all applicable requirements and responsibilities as delineated in Section 5.0 SCOPE OF WORK, including all travel and per diem costs incurred by the Vendor. Individual task awards will not exceed the hourly rates in the schedule below. **Vendors may include additional pricing sheets as needed so that all personnel costs and other costs are included.**

In addition to quoted hourly rates, **law firms** should indicate their willingness to do any type of work on a contingency fee basis. Any law firms proposing to do work on a contingency fee basis should provide a description of the types of cases they are willing to handle on a contingency fee basis and should provide details of the contingency fee proposal. See Section 2.7 PROPOSAL CONTENTS, item I) for information on where to include the contingency fee information in a proposal.

Check this box if you are a **law firm** that has included a contingency fee proposal as described above.

Vendors should indicate if services are offered at rates for the entire RFP term of July 1, 2026, through June 30, 2029, or for shorter periods within the term, as follows **[check the applicable box]**:

Vendor rates are for the entire RFP term.

Vendor rates are for the following contract period, if less than the entire 3-year period (for example, "7/1/2026 through 6/30/27"):

\_\_\_\_\_

Vendor rates change during the 3-year RFP term. Accordingly, additional pricing sheets are included for one or more shorter periods within the term and clearly labeled (for example, "The rates included on this page are for the period 7/1/2026 through 6/30/27" and additional pricing sheets are included for other periods):

\_\_\_\_\_

**Vendors shall complete the following personnel costs schedule for all of the classes of service that they are applying for and subcontractor costs (if any) must be included:**

Personnel Costs	
Staff Level	Hourly Rate
<b>#1 – Receivership Administration – Class of Service</b>	
<b>#2 – Accounting, Auditing and Tax – Class of Service</b>	

<b>Personnel Costs</b>	
<b>Staff Level</b>	<b>Hourly Rate</b>
<b>#3 – Information Technology (“IT”) – Class of Service</b>	
<b>#4 – Reinsurance – Class of Service</b>	
<b>#5 - Actuarial – Class of Service</b>	
<b>#6 - Investment – Class of Service</b>	

<b>Personnel Costs</b>	
<b>Staff Level</b>	<b>Hourly Rate</b>
<b>#7 - Legal – Class of Service</b>	
<b>#8 – Investment Banking – Class of Service</b>	
<b>#9 – Claims Administration &amp; Policyholder – Class of Service</b>	

Any Other Costs (e.g., office expenses)	
Description	Rate

The undersigned hereby acknowledges and agrees that: **[check all applicable boxes]**

Out-of-pocket travel and subsistence expenses (hotels and meals) will be reimbursed by the Receiver at State rates and in accordance with the same travel reimbursement guidelines as for State employees. The current guidelines are located at <https://www.osbm.nc.gov/budget/budget-manual>. Click on "5. Travel Policies", and then click on "5.2 Travel Policies for State Employees". **Vendors that do not agree to this term will not be accepted.**

Vendors are not to charge for, nor be paid for travel time en route to/from the work location. Neither daily commuting travel time nor daily commuting expenses are subject to reimbursement. **Vendors that do not agree to this term will not be accepted.**

Approved By:

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Printed Name and Title of Authorized Official

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

\_\_\_\_\_

**ATTACHMENT B: INSTRUCTIONS TO VENDORS**

---

- I. **READ, REVIEW AND COMPLY:** It shall be the Vendor’s responsibility to read this entire document, review all enclosures and attachments, and any addenda, and comply with all requirements specified, regardless of whether appearing in these Instructions to Vendors or elsewhere in the Solicitation document. Any gender-specific pronouns used herein, whether masculine or feminine, shall be read and construed as gender neutral, and the singular of any word or phrase shall be read to include the plural and vice versa.
- II. **REQUEST FOR OFFERS:** Vendors are cautioned that this is a request for Offers, not an offer or request to *contract*, and the Receiver reserves the unqualified right to reject any and all bids at any time if such rejection is deemed to be in the best interest of the Receiver. By submitting Your Bid or Proposal, You are offering to enter into a contract with the Receiver.

The Contract is a separate document that represents the Vendor’s and the Receiver’s entire agreement. If your bid is accepted and results in a contract award you will be expected to accept the NORTH CAROLINA GENERAL TERMS AND CONDITIONS in effect at the time of the entry of the Contract. The current NORTH CAROLINA GENERAL TERMS AND CONDITIONS are set forth in Attachment C as part of the Contract. Depending upon the good or service being offered, other terms and conditions may apply.

- III. **DUTY TO INQUIRE:** Offeror, by submitting an Offer, represents that it has read and understands the Solicitation and that its Offer is made in compliance with the Solicitation. Offerors are expected to examine the Solicitation thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation. Failure to do so will be at the Offeror’s risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in the Solicitation shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by Addendum. Offeror assumes responsibility for any patent ambiguity in the Solicitation that Offeror does not bring to the Receiver’s attention.

- IV. **DEFINITIONS, ACRONYMS AND ABBREVIATIONS:** The following definitions, acronyms, and abbreviations may be used within the Solicitation document.

1. **AGENCY SPECIFIC TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities for a single entity.
2. **ADDENDUM:** A document issued to supplement the original Solicitation document. Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope changes to the Solicitation.
3. **BAFO:** Best and Final Offer, submitted by a Vendor to alter its initial bid, made in response to a request by the issuing agency.
4. **BUYER:** The employee of the Receiver or Other Eligible Entity that places an order with the Vendor.
5. **CONTRACT:** A contract resulting from or arising out of Vendor responses to this Solicitation.
6. **CONTRACT ADMINISTRATOR:** A representative of the Receiver who is responsible for the functions that are performed after all parties have signed a contract, including any modifications to the contract.
7. **CONTRACT MANAGER:** A representative of the Receiver or awarded vendor who ensures compliance with the contract terms and conditions while giving attention to the achievement of the stated output and outcome of the contract.
8. **DEPARTMENT:** North Carolina Department of Insurance.
9. **Electronic Vendor Portal (eVP):** System for vendors to do business with the State of North Carolina, including

registering to do business, responding to bid opportunities, and certifying as a HUB and/or NCSBE

10. **E-PROCUREMENT SERVICES:** The program, system, and associated services through which the State conducts electronic procurement.
11. **FOB-DESTINATION:** Title changes hand from Vendor to purchaser at the destination point of the shipment; Vendor owns the commodity in transit and files any claims. Vendor pays all freight and any related transportation charges. A Solicitation may request that a Vendor separately identify freight charges in its bid, but no amount or charge not included as part of the total bid price will be paid.
12. **HUB:** Historically Underutilized Business <https://ncadmin.nc.gov/businesses/hub>
13. **IFB:** Invitation for Bids (a type of Solicitation document)
14. **LOT:** A grouping of similar products within this Solicitation document.
15. **NAIC:** National Association of Insurance Commissioners.
16. **OFFER:** The bid or proposal submitted in response to this Solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.
17. **OFFEROR:** The single legal entity submitting the Offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.
18. **ON-TIME DELIVERY:** The delivery of all items within a single order to the receiving point designated by the ordering entity within the delivery time required.
19. **PROCUREMENT LEAD:** Representative of the Receiver identified on the first page of the Solicitation document who will correspond with potential Vendors concerning Solicitation issues, will contract with the Vendor providing the best offer to the Receiver, and is the individual who will administer the Contract for the Receiver.
20. **QUALIFIED BID/PROPOSAL:** A responsive bid submitted by a responsible Vendor.
21. **RECEIVER:** The North Carolina Commissioner of Insurance acting in his capacity as the statutory receiver of entities subject to delinquency proceedings conducted pursuant to the provisions of Article 30 of Chapter 58 of the North Carolina General Statutes.
22. **RESPONSIBLE:** Refers to a Vendor who demonstrates in its Offer that it has the capability to perform the requirements of the Solicitation.
23. **RESPONSIVE:** Refers to an Offer that conforms to the Requirements of the Solicitation in all respects to be considered by the Receiver for award.
24. **RFI:** Request for Information (an information gathering tool that does not result in a contract)
25. **RFP:** Request for Proposals (a type of Solicitation document).
26. **RFPQ:** Request for Pre-Qualifications (a type of Solicitation document)
27. **RFQ:** Request for Quotes (a type of Solicitation document)
28. **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
29. **STATE AGENCY:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, institutions, boards, commissions, universities, and units of the State.

- 30. **STATE DEPARTMENTS:** Department of Administration, Department of Adult Correction, Department of Agriculture and Consumer Services, Department of Commerce, Department of Natural and Cultural Resources, Department of Environmental Quality, Department of Health and Human Services, Department of Information Technology, Department of Insurance, Department of Justice, Department of Labor, Department of Military and Veteran Affairs, Department of Public Instruction, Department of Public Safety, Department of Revenue, Department of State Treasurer, Office of the Secretary of the State, Department of Transportation, Wildlife Resources Commission, Office of Budget and Management, Office of the Governor, Office of the Lieutenant Governor, Office of The State Auditor, Office of the State Controller.
- 31. **VENDOR:** The supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Solicitation document. Following award of a contract, the term refers to an entity receiving such an award.
- 32. **WORK:** All labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.
- 33. **YOU and YOUR:** Offeror.

**V. INTERPRETATION OF TERMS AND PHRASES:** The Solicitation document serves to advise potential Vendors of the parameters of the solution being sought by the Receiver. The use of phrases such as “shall,” “must,” and “requirements” are intended to create enforceable contract conditions. In determining whether bids should be evaluated or rejected, the Receiver will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the Receiver’s needs as described in the Solicitation. Except as specifically stated in the Solicitation, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement, if determined to be essential under the circumstances then existing, may result in the Receiver exercising its discretion to reject a bid in its entirety.

**VI. BID SUBMISSION**

- 1. **VENDOR’S REPRESENTATIVE:** Each Vendor shall submit with its bid the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the Vendor’s bid.
- 2. **SIGNING YOUR OFFER:** Every Offer must be signed by an individual with actual authority to bind the Offeror.
  - a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm.
  - b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner.
  - c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign.
  - d) An Offer may be submitted by a joint venture involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant.
  - e) If an Offer is signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, Offeror must provide proof of the agent’s authorization to bind the principal.
- 3. **EXECUTION:** Failure to sign the Execution Page (numbered page 1 of the Solicitation document) in the indicated space may render an offer nonresponsive, and it may be rejected.

4. **RECEIVER OFFICE CLOSINGS:** If an emergency or unanticipated event interrupts normal processes so that Offers cannot be received at the Receiver's office designated for receipt of bids by the exact time specified in the Solicitation, the time specified for receipt of Offers will be deemed to be extended to the same time of day specified in the Solicitation on the first work day on which normal processes resume. In lieu of an automatic extension, an Addendum may be issued to reschedule the bid opening. If Receiver's offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Addendum will be issued to reschedule the conference.
  
5. **BID IN ENGLISH and DOLLARS:** Offers submitted in response to this Solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.
  
6. **LATE BIDS:** Late bids, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure delivery at the designated office by the designated time.
  - a. Vendor shall bear the risk for late submission due to unintended or unanticipated delay— whether submitted electronically, delivered by hand, U.S. Postal Service, courier or other delivery service. It is the Vendor's sole responsibility to ensure that its bid has been received by the Receiver by the specified time and date of opening. The date and time of submission will be marked on each bid when received, and any bid received after the bid submission deadline will be rejected.
  
  - b. 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 Receiver 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.
  
7. **DETERMINATION OF RESPONSIVENESS:** Any Offer which fails to conform to the material requirements of the Solicitation, as determined in the sole discretion of Receiver, may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of the Solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the Receiver cannot be determined. Offerors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Receiver.
  
8. **CONTENTS OF OFFER:**
  - a. Offers should be complete and carefully worded and should convey all of the information requested.
  
  - b. Offers should be prepared simply and economically, providing a straightforward, concise description of offeror's capabilities to satisfy the requirements of the Solicitation. Emphasis should be on completeness and clarity of content.
  
  - c. If your Offer includes any comment over and above the specific information requested in the Solicitation, You are to include this information as a separate appendix to Your Offer. Offers which include either modifications to any of the Solicitation's contractual requirements or an Offeror's standard terms and conditions may be deemed non-responsive and not considered for award at the Receiver's discretion.
  
9. **MULTIPLE OFFERS:** If specifically stated in the Solicitation document, Offerors may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all Solicitation requirements.
  
10. **CLARIFICATION:** The Receiver may elect to communicate with You after bid opening for the purpose of clarifying either Your Offer or the requirements of the Solicitation. Such communications may be conducted only with Offerors who have submitted an Offer which obviously conforms in all material aspects to the Solicitation.

Clarification of an Offer must be documented in writing and included with the Offer. Clarifications may not be used to revise an Offer or the Solicitation.

11. **ACCEPTANCE AND REJECTION:** The Receiver reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the Vendor, to accept any item in the bid. If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded. Regardless of error or omission, a Vendor shall not be permitted to increase its pricing after the deadline for submitting bids.
12. **BASIS FOR REJECTION:** The Receiver reserves the right to reject any and all Offers, in whole or in part, by deeming the Offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this Solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to the Receiver, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of the Receiver.
13. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the Receiver will maintain as confidential trade secrets in bids that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes, marked in a distinctive color or by similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. § 132-1.2. Any material labeled confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. § 132-1.2. Vendors are urged to limit the marking of information as a trade secret or as confidential so far as is possible. If a legal action is brought to require the disclosure of any material so marked confidential, the Receiver will notify Vendor of such action and allow Vendor to defend the confidential status of its information.
14. **WITHDRAWAL OF BID OR PROPOSAL:** Proposals submitted electronically may be withdrawn at any time prior to the date for bid opening identified on the cover page of this Solicitation document (or such later date included in an Addendum). Written withdrawal requests shall be submitted on the Vendor's letterhead and signed by an official of the Vendor authorized to make such request. Any withdrawal request made after bid opening shall be allowed only for good cause shown and in the sole discretion of the Receiver.
15. **COST FOR BID OR PROPOSAL PREPARATION:** Any costs incurred by Vendor in preparing or submitting Offers are the Vendor's sole responsibility.
16. **COMMUNICATIONS BY VENDORS:** In submitting its bid, the Vendor agrees not to discuss or otherwise reveal the contents of its bid to any source, government or private, outside of the Receiver until after the award of the Contract or cancellation of this Solicitation. All Vendors are forbidden from having any communications with the Receiver, or any other representative of the Receiver concerning the Solicitation, during the evaluation of the bids (i.e., after the public opening of the bids and before the award of the Contract), unless the Receiver directly contacts the Vendor(s) for purposes of seeking clarification or another reason permitted by the Solicitation. A Vendor shall not: (a) transmit to the Receiver any information commenting on the ability or qualifications of any other Vendor to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Vendor's bid and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation or award of a Contract related to this Solicitation. Failure to comply with this requirement shall constitute sufficient justification to disqualify a Vendor from a Contract award. Only those communications with the Receiver authorized by this Solicitation are permitted.

17. **VALID TAXPAYER INFORMATION:** All persons or entities desiring to do business with the Receiver must provide correct taxpayer information on North Carolina specified forms. The Substitute W-9 and Instructions are here: [https://files.nc.gov/ncdhhs/State\\_of\\_North\\_Carolina\\_Sub\\_W-9\\_01292019\\_0.pdf](https://files.nc.gov/ncdhhs/State_of_North_Carolina_Sub_W-9_01292019_0.pdf).
18. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** The North Carolina electronic Vendor Portal (eVP) allows Vendors to electronically register for free to receive electronic notification of current procurement opportunities available as well as notifications of status changes to those Solicitations. Online registration and other purchasing information is available at the following website: <https://evp.nc.gov>.  
  
The status of a Vendor's E-Procurement Services account(s) shall be considered a relevant factor in determining whether to approve the award of a Contract resulting from this Solicitation document. Any Vendor with an E-Procurement Services account that is in arrears by 91 days or more at the time of bid opening may be suspended or deactivated, at the Receiver's discretion, and may be disqualified from further evaluation or consideration.
19. **TABULATIONS:** Bid tabulations can be electronically retrieved at the Electronic Vendor Portal (eVP), <https://evp.nc.gov>. Tabulations will normally be available at this web site not later than one working day after the bid opening. If negotiation is anticipated, pricing may not be public until award. Lengthy or complex tabulations may be summarized, with other details not made available on eVP. Requests for additional details or information concerning such tabulations cannot be honored.
20. **INFORMAL COMMENTS:** The Receiver shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the Receiver during the competitive process or after award. The Receiver is bound only by information provided in writing in this Solicitation document and in formal Addenda.
21. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this Solicitation or those in any resulting Contract documents, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this Solicitation document, including any negotiated terms; (2) requirements and specifications and administration; (3) NORTH CAROLINA GENERAL TERMS AND CONDITIONS in Attachment C; (4) INSTRUCTIONS TO VENDORS in Attachment B; (5) PRICING in Attachment A, and (6) Vendor's Bid.
22. **ADDENDA:** Critical updated information may be included in Addenda to the Solicitation. It is important that all Vendors bidding on the Solicitation periodically check 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 the Solicitation document and all Addenda thereto. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued concerning the Solicitation.
23. **ORAL EXPLANATIONS NON-BINDING:** Oral explanations or instructions will not be binding. Any information given a prospective Offeror concerning a Solicitation will be furnished promptly to all other prospective Offerors as an Addendum to the Solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective Offerors. See clause herein entitled "Duty to Inquire." The Receiver will not identify You in its answer to Your question.
24. **MAXIMUM COMPETITION:** The Receiver seeks to permit the maximum practicable competition. Offerors are urged to advise the Receiver, as soon as possible, regarding any aspect of this procurement, including any aspect of the Solicitation that unnecessarily or inappropriately limits full and open competition. If the Receiver determines that any changes will be made resulting from the questions asked, then such decisions will be communicated in the form of an Addendum.
25. **SUBCONTRACTING:** Unless expressly prohibited, a Vendor may propose to subcontract portions of the work to identified subcontractor(s), provided that its proposal clearly describe what work it plans to subcontract and that Vendor includes in its proposal all information regarding employees, business experience, and other information for each proposed subcontractor that is required to be provided for Vendor itself.

26. **FIRM OFFER:** Vendor's bid shall constitute a firm offer. By execution and delivery of a bid in response to a Solicitation, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposefully or inadvertently, shall have no force or effect, and will be disregarded. Any bid that contains language that indicates the bid is non-binding or subject to further negotiation before a contractual document may be signed shall be rejected.

**ATTACHMENT C: GENERAL CONTRACT TERMS AND CONDITIONS**

---

**1. PERFORMANCE:**

- a. It is anticipated that the tasks and duties undertaken by the Vendor under the contract which results from the Receiver solicitation in this matter (Contract) shall include Services as deliverables.
- b. Except as provided herein, and unless otherwise mutually agreed in writing prior to award, any deliverables not subject to an agreed Vendor license and provided by Vendor in performance of this Contract shall be and remain property of the Receiver. During performance, Vendor may provide proprietary components as part of the deliverables that are identified in this Contract. Vendor grants the Receiver a personal, permanent, non-transferable license to use such proprietary components of the deliverables and other functionalities, as provided under this Contract. Any technical and business information owned by Vendor or its suppliers or licensors made accessible or furnished to the Receiver shall be and remain the property of the Vendor or such other party, respectively. Vendor agrees to perform under the Contract in at least the same or similar manner provided to comparable users and customers. The Receiver shall notify the Vendor of any defects or deficiencies in performance or failure of deliverables to conform to the standards and specifications provided in this Contract. Vendor agrees to timely remedy defective performance or any nonconforming deliverables on its own or upon such notice provided by the Receiver.
- c. Vendor has a limited, non-exclusive license to access and use Receiver Data provided to Vendor, but solely for performing its obligations under and during this Contract and in confidence as further provided for herein or by law.
- d. Vendor or its suppliers, as specified and agreed in the Contract, shall provide support assistance to the Receiver related to all Services performed or other deliverables procured hereunder during the Receiver's normal business hours. Vendor warrants that its support, customer service, and assistance will be performed at a minimum in accordance with generally accepted and applicable industry standards.
- e. The Receiver may document and take into account in awarding or renewing future procurement contracts the general reputation, performance and performance capabilities of the Vendor under this Contract.

**2. DEFAULT AND TERMINATION:**

- a. In the event of default by the Vendor, the Receiver may, as provided by North Carolina law, procure goods and services necessary to complete performance hereunder from other sources and hold the Vendor responsible for any excess cost occasioned thereby. In addition, and in the event of default by the Vendor under the Contract, or upon the Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Vendor, the Receiver may immediately cease doing business with the Vendor, terminate the Contract for cause, and take action to recover relevant damages, and if permitted by applicable law, debar the Vendor from doing future business with the Receiver.
- b. If, through any cause, Vendor shall fail to fulfill in a timely and proper manner the obligations under the Contract, including, without limitation, in these General Contract Terms and Conditions, the Receiver shall have the right to terminate the Contract by giving thirty days written notice to the Vendor and specifying the effective date thereof. In that event, any or all finished or unfinished deliverables that are prepared by the Vendor under the Contract shall, at the option of the Receiver, become the property of the Receiver (and under any applicable Vendor license to the extent necessary for the Receiver to use such property), and the Vendor shall be entitled to receive just and equitable compensation for any acceptable deliverable completed (or partially completed at the Receiver's option) as to which such option is exercised. Notwithstanding, Vendor shall not be relieved of liability to the Receiver for damages sustained by the Receiver by virtue of any breach of the Contract, and the Receiver may withhold any payment due the Vendor for the purpose of setoff until such time as the exact amount of damages due the Receiver from such breach can be determined. The Receiver, if insecure as to receiving proper performance or provision of goods deliverables, or if documented Vendor Services performance issues exist, under this Contract, may require at any time a performance bond or other alternative performance guarantees from a Vendor without expense to the Receiver as provided by applicable law.

- c. If this Contract contemplates deliveries or performance over a period of time, the Receiver may terminate this Contract for convenience at any time by providing 60 days' notice in writing from the Receiver to the Vendor. In that event, any or all finished or unfinished deliverables prepared by the Vendor under this Contract shall, at the option of the Receiver, become its property, and under any applicable Vendor license to the extent necessary for the Receiver to use such property. If the Contract is terminated by the Receiver for convenience, the Receiver shall pay for those items or Services for which such option is exercised, less any payment or compensation previously made.

3. **TERMINATION FOR CONVENIENCE:** The Receiver may terminate this Contract at any time by providing five (5) days' notice in writing from the Receiver to the Vendor. In that event, all finished or unfinished deliverable items prepared by the Vendor under this contract shall, at the option of the Receiver, become its property. If the contract is terminated by the Receiver as provided in this section, the Receiver shall pay for services satisfactorily completed by the Vendor, less any payment or compensation previously made.

4. **INTERPRETATION, CONFLICT OF TERMS:**

- a. The definitions in the INSTRUCTIONS TO VENDORS in Attachment B are specifically incorporated herein.
- b. In cases of conflict between specific provisions in this Contract and any other referenced documents, the Order of Precedence shall be (high to low) (1) any special terms and conditions specific to this solicitation document, including any negotiated terms; (2) requirements, specifications and administration terms; (3) these GENERAL CONTRACT TERMS AND CONDITIONS; (4) INSTRUCTIONS TO VENDORS in Attachment B; (5) PRICING in Attachment A, and (6) Vendor's Bid.

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

6. **AVAILABILITY OF FUNDS:** Any and all payments to the Vendor shall be dependent upon and subject to the availability of funds appropriated or allocated to the Receiver for the purpose set forth in the Contract. The exclusive source of funds for this Contract is the entities which are in Receivership. This Contract is not a public contract and is not funded by the State of North Carolina.

7. **TAXES:** Any applicable taxes shall be invoiced as a separate item.

- a. N.C. Gen. Stat. § 143-59.1 bars covered State entities from entering into Contracts with Vendors if the Vendor or its affiliates meet one of the conditions of N.C. Gen. Stat. § 105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under N.C. Gen. Stat. § 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the Receiver that solicit sales or transact business on behalf of the Vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the proposal document the Vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
- b. Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.

8. **SITUS AND GOVERNING LAWS:**

- a. This Contract is made under and shall be governed by and construed in accordance with the laws of the State of North Carolina, without regard to its conflicts of laws rules.
- b. Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with the Contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

- c. Non-resident Vendor corporations not formed under North Carolina law must be domesticated in the Office of the N.C. Secretary of State in order to contract with the Receiver. N.C. Gen. Stat. § 55A-15-01.

**9. NON-DISCRIMINATION COMPLIANCE:**

- a. The Vendor will take affirmative action in complying with all Federal and State requirements and laws concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability or rights.
- b. Federal Law, such as the following, applies as provided for therein: Titles VI and VII of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (prohibiting discrimination on the basis race, color, national origin and ensuring that individuals are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age); Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 et seq.) (prohibiting discrimination on the basis of sex); Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 (prohibiting discrimination on the basis of disability); Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) (prohibiting discrimination on the basis of handicap); the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 et seq.) (prohibiting age discrimination); Executive Order 11063 as amended by Executive Order 2259; and Section 109 of the Housing and Community Development Act of 1974, as amended.

**10. PAYMENT TERMS:** Payment terms are net not later than 30 days after receipt of a correct invoice or acceptance of goods, whichever is later. The Receiver does not agree in advance, in contract, to pay costs such as interest, late fees, penalties or attorney’s fees. This Contract will not be construed as an agreement by the Receiver to pay such costs and will be paid only as ordered by a court of competent jurisdiction.

**11. INTELLECTUAL PROPERTY WARRANTY AND INDEMNITY:** Vendor shall hold and save the Receiver, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any Services or copyrighted material, patented or patent-pending invention, article, device or appliance delivered in connection with the Contract.

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

- i. That the Vendor shall be notified within a reasonable time in writing by the Receiver of any such claim; and
- ii. That the Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that the Receiver shall have the option to participate in such action at its own expense.
- d. Vendor will not be required to defend or indemnify the Receiver to the extent any claim by a third party against the Receiver for infringement or misappropriation results solely from the Receiver’s material alteration of any Vendor-branded deliverables or Services, or from the continued use of the Services or other deliverables after receiving written notice from the Vendor of the claimed infringement.

12. **ADVERTISING:** Vendor agrees not to use the existence of the Contract or the name of the Receiver as part of any commercial advertising or marketing of products or Services. A Vendor may inquire whether the Receiver is willing to be included on a listing of its existing customers.

13. **ACCESS TO PERSONS AND RECORDS:** During, and after the term hereof during the relevant period required for retention of records by Receiver, the Offeror agrees that the State Auditor and any internal auditors for the Receiver shall have access to persons and records related to the Contract to verify accounts and data affecting fees or performance under the Contract. However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of such retention of records period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the record retentions period, whichever is later.

14. **ASSIGNMENT OR DELEGATION OF DUTIES:**

- a. As a convenience to the Vendor, the Receiver may include any person or entity designated by the Vendor in writing as a joint payee on the Vendor’s payment check. In no event shall such approval and action obligate the Receiver to anyone other than the Vendor.
- b. If Vendor requests any assignment, or delegation of duties, the Vendor shall remain responsible for fulfillment of all Contract obligations. Upon written request, the Receiver may, in its unfettered discretion, approve an assignment or delegation to another responsible entity acceptable to the Receiver, such as the surviving entity of a merger, acquisition or a corporate reorganization if made as part of the transfer of all or substantially all of the Vendor’s assets. Any purported assignment or delegation made in violation of this provision shall be void and a material breach of the Contract.

15. **INSURANCE:**

- a. **COVERAGE** - During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. At a minimum, the Vendor shall provide and maintain the following coverage and limits:
  - i. Worker’s Compensation - The Vendor shall provide and maintain Worker’s Compensation Insurance, as may be required by the laws of North Carolina, as well as employer’s liability coverage, with minimum limits of \$500,000.00, covering all of Vendor’s employees who are engaged in any work under the Contract in North Carolina. If any work is sub-Contracted, the Vendor shall require the sub-contractor to provide the same coverage for any of its employees engaged in any work under the Contract within the Receiver.
  - ii. Automobile - Automobile Liability Insurance, to include liability coverage covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$5,000.00 medical payment.

**REQUIREMENTS** – Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of this Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the Commissioner of Insurance to do business in

North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or this Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under the Contract.

**16. GENERAL INDEMNITY:**

- a. The Vendor shall indemnify, defend and hold and save the Receiver, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, Services, materials, or supplies in connection with the performance of the Contract, and also from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of the Contract that are attributable to the negligence or intentionally tortious acts of the Vendor, provided that the Vendor is notified in writing within 30 days from the date that the Receiver has knowledge of such claims.
- b. The Vendor, at its own expense, shall defend any action brought against the Receiver, under this section. The Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that the Receiver shall have the option to participate in such action at its own expense.
- c. The Vendor represents and warrants that it shall make no claim of any kind or nature against the Receiver's agents who are involved in the delivery or processing of Vendor deliverables or Services as part of this Contract with the Receiver.

**17. KEY PERSONNEL:** Vendor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the Receiver. The individuals designated as key personnel for purposes of this contract are those specified in the RFP and persons identified in Vendor's proposal.

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

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

**20. CARE OF RECEIVER DATA AND PROPERTY:** Any Receiver property, information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under the Contract shall be kept as confidential, used only for the purpose(s) required to perform the Contract and not divulged or made available to any individual or organization without the prior written approval of the Receiver. The Receiver's data and property in the hands of the Vendor shall be protected from unauthorized disclosure, loss, damage, destruction by a natural event or another eventuality. The Vendor agrees to reimburse the Receiver for loss or damage of Receiver property while in Vendor's custody. Such Receiver Data shall be returned to the Receiver in a form acceptable to the Receiver upon the termination or expiration of this Agreement. The Vendor shall notify the Receiver of any security breaches within 24 hours as required by N.C. Gen. Stat. § 143B-1379. For further information, see, N.C. Gen. Stat. § 75-60 *et seq.*

**21. OUTSOURCING:** Any Vendor or subcontractor providing call or contact center services to the Receiver or any of its agencies shall disclose to inbound callers the location from which the call or contact center services are being provided.

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

Vendor shall give notice to the Receiver of any relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons providing performance under a Contract to a location outside of the United States.

22. **ENTIRE AGREEMENT:** The Contract (including any documents mutually incorporated specifically therein) resulting from a relevant solicitation represents the entire agreement between the parties and supersedes all prior oral or written statements or agreements. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.
23. **AMENDMENTS:** This Contract may be amended only by a written amendment duly executed by the Receiver and the Vendor.
24. **NO WAIVER:** Notwithstanding any other language or provision in the Contract or in any Vendor-supplied material, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to the Receiver under applicable law. The waiver by the Receiver of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.
25. **FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including, without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, other catastrophic epidemic or pandemic, natural event or Act of God.

---

**ATTACHMENT D: HUB SUPPLEMENTAL SUPPLIER INFORMATION**

---

The Historically Underutilized Businesses (HUB) Supplier Information associated with this RFP is a separate document (Version dated September 2020) that is captioned **ATTACHMENT D: HUB SUPPLEMENTAL SUPPLIER INFORMATION** and can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/pc-hub-supplemental-vendor-information-92021-pdf/open>

---

**ATTACHMENT E: CUSTOMER REFERENCE TEMPLATE**

---

The Customer Reference Template associated with this RFP is a separate document (Version dated September 2020) that is captioned **ATTACHMENT E: CUSTOMER REFERENCE TEMPLATE** and can be found at the following link:

<https://www.doa.nc.gov/media/15503/open>

---

**ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR**

---

The Location of Workers Utilized by Vendor associated with this RFP is a separate document that is captioned **ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR** and can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/pc-worker-location-92021-pdf/open>

---

**ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION**

---

The Certification of Financial Condition associated with this RFP is a separate document that is captioned **ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION** and can be found at the following link:

<https://www.doa.nc.gov/pandc/onlineforms/pc-certification-financial-condition-92021-pdf/open>