



STATE OF NORTH CAROLINA

North Carolina Department of State Treasurer

Request for Proposal #: 07-2025002

Investment Programs Audit

Date of Issue: September 25, 2025

Proposal Opening Date: November 4, 2025

At 2:00PM Eastern Time

Direct all inquiries concerning this RFP to:

Elizabeth Cass

Contract Specialist II

Email: Elizabeth.Cass@nctreasurer.com

Phone: (919) 814-3895



STATE OF NORTH CAROLINA

Request for Proposal # 07-2025002

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

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

Vendor Name

Vendor eVP#

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

<https://vendor.ncgov.com/vendor/login>

**STATE OF NORTH CAROLINA
Department of State Treasurer**

Refer <u>ALL</u> Inquiries regarding this RFP to the procurement lead through via contact information on the cover page of this RFP or via the message board in the Sourcing Tool. See Section 2.5 for details:	Request for Proposal #: 07-2025002
	Proposals will be publicly opened: November 4, at 2:00PM Eastern Time.
Using Agency: The North Carolina Department of State Treasurer	Commodity No. and Description: 841116 Auditing Services
Requisition No.: N/A	

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 offered, 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 (N.C.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 (N.C.G.S. 143-59.2), and
- it is not an ineligible Vendor as set forth in N.C. G.S. 143-59.1.

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

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

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

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

N.C.G.S. 133-32 generally prohibits the State’s vendor and potential vendors from giving gifts to State employees who are involved with contracts; it likewise generally prohibits such State employees from receiving gifts or favor from vendors and potential vendors. The Department of State Treasurer’s Ethics and Conduct Policy (Tier 1) extended N.C.G.S. 133-32 to prohibit all Departmental employees from receiving gifts from vendors or proposed vendors unless an exception in the policy applies. By execution of this response to the RFP, the undersigned certifies, for

Vendor's entire organization and its employees and agents, that Vendor is not aware that any gift has been made or offered to a Departmental employee by any employee of the Vendor's organization.

By executing this proposal, Vendor certifies that it has read and agreed to the **INSTRUCTION TO VENDORS** and the **GENERAL TERMS AND CONDITIONS** incorporated herein.

Failure to execute/sign proposal prior to submittal may render proposal invalid and it MAY BE REJECTED. Late proposals shall not be accepted.

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
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 120 days from date of proposal opening, unless otherwise stated here: _____ days, or if extended by mutual agreement of the parties in writing. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

ACCEPTANCE OF PROPOSAL

If the Vendor's proposal is selected for Award by the Department, the Vendor shall negotiate with the Department in good faith to execute a Contract, including an engagement letter or statement of work, as referenced in Section 4.1 of this RFP) that incorporates the Vendor's proposal, this RFP (including the General Terms and Conditions), and any other terms reasonably requested by the Department and Office of State Auditor (OSA). Any Contract must be approved by OSA, and as applicable the North Carolina Investment Authority Board of Directors, prior to Contract award.

<p>FOR STATE USE ONLY: Proposal accepted this _____ day of _____, 20____, as indicated on</p> <p>The attached certification, by _____.</p> <p style="text-align: center;">(Authorized Representative of the North Carolina Department of State Treasurer)</p>

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1.0 PURPOSE AND BACKGROUND

Purpose:

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified Vendors to conduct a financial statement audit of the Investment Programs (as defined below) of the Treasurer of the State of North Carolina (the "Treasurer"). It is the intent of the Department to select one (1) Vendor to provide all required services. The audit must be completed by a certified public accounting firm and conducted in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Vendor shall be responsible for completing the final audit report in accordance with the requirements listed throughout this RFP. Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto. The intent of this solicitation is to award an Agency Contract.

Background:

Pursuant to North Carolina General Statutes ("N.C.G.S.") § 147-69.9, the Treasurer shall prepare and issue, at the end of each fiscal year, a set of consolidated stand-alone financial statements regarding investments authorized in N.C.G.S. §§ 147-69.1 and 147-69.2. These financial statements shall be audited by a commercial independent third-party audit firm selected and engaged by the Treasurer, in consultation with the North Carolina Investment Authority. Auditing services are an ongoing, annual requirement for the Department.

The Treasurer's Investment Programs consist of the External Investment Pool, the Bond Index Investment Pool, and the Equity Index Investment Account and contain deposits from funds and component units of the State of North Carolina, as well as certain other ancillary governmental participants, certain investments of the Escheat Fund, and the Bond Proceeds Investment Accounts. The participants of the External Investment Pool include the Teachers' and State Employees' Retirement System, Consolidated Judicial Retirement System, Legislative Retirement System, Firefighters' and Rescue Squad Workers' Pension Fund, North Carolina National Guard Pension Fund, Local Governmental Employees' Retirement System, and Retiree Health Benefit Fund.

The External Investment Pool consists of the following individual investment portfolios: the Investment Grade Fixed Income Fund, Opportunistic Fixed Income Portfolio, Public Equity Investment Portfolio, Core Real Estate Investment Portfolio, Non-Core Real Estate Investment Portfolio, Private Equity Investment Portfolio, Inflation Sensitive Investment Portfolio, and Multi-Strategy Investment Portfolio.

The Equity Index Investment Account and the Bond Index Investment Fund hold assets for the Ancillary Governmental Participant Investment Program ("AGPIP"), which is provided by the Treasurer to eligible state and local governmental entities, both internal and external to the Department, other than NCRS.

Copies of prior audit reports of the Treasurer's Investment Programs are available at <https://www.nctreasurer.gov/> (under Divisions > Investment Management > Reports > Audited Financial Statements).

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

1.1 CONTRACT TERM

The Contract resulting from this RFP shall have a term of three (3) years effective July 1, 2026.

The Term Years of this Contract shall cover the below audits of fiscal years:

Year 1: July 1, 2026, to June 30, 2027, to cover the audit of fiscal year ending June 30, 2026.

Year 2: July 1, 2027, to June 30, 2028, to cover the audit of fiscal year ending June 30, 2027.

Year 3: July 1, 2028, to June 30, 2029, to cover the audit of fiscal year ending June 30, 2028.

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

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

2.2 E-PROCUREMENT FEE

ATTENTION: This is an NC eProcurement solicitation facilitated by the Ariba Network. The E-Procurement fee may apply to this solicitation.

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

What is the Ariba Network?

The Ariba Network is a web-based platform that serves as a connection point for buyers and vendors. Vendors can log in to the Ariba Network to view purchase orders, respond to electronic requests for quotes, participate in Sourcing Events, and collaborate with buyers on contract documents.

For training on how to use the Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site:

<http://eprocurement.nc.gov/training/vendor-training>

2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

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

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

Other than through this process, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal 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 Validity Period (on Page 2).

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

2.4 RFP SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFP	State	September 25, 2025.
Vendor to Submit Written Questions to State	Vendor	On or Before October 9, 2025, by 2:00PM ET.
Provide Response to Questions	State	On or Before October 14, 2025.
Vendor Deadline to Submit Proposals	Vendor	November 4, 2025, by 2:00PM ET.
Contract Award	State	TBD. Contract Start Date 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 “Submit Written Questions” date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum.

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 of this RFP. Vendors will enter “**RFP 2025002 – Questions**” as the subject of the message. Question submittals should include a reference to the applicable RFP section. 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 State’s response, and any additional terms deemed necessary by the State 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 State personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the RFP and an addendum to this RFP.

2.6 PROPOSAL SUBMITTAL

Due Date: Tuesday, November 4, 2025
Time: 2:00 PM Eastern Time

Microsoft Teams [Need help?](#)

[Join the meeting now](#)

Meeting ID: 247 816 366 556 0

Passcode: 3q9YB2SA

Dial in by phone

[+1 984-275-3153,41698012#](#) United States, Raleigh

[Find a local number](#)

Phone conference ID: 416 980 12#

For organizers: [Meeting options](#) | [Reset dial-in PIN](#)

IMPORTANT NOTE: It is the Vendor's sole responsibility to upload their offer to the Ariba Sourcing Module by the specified time and date of opening. Vendor shall bear the risk for late electronic submission due to unintended or unanticipated delay, including but not limited to internet issues, network issues, local power outages, or application issues. Vendor should include all the pages of this solicitation in their response.

Sealed offers, subject to the conditions made a part hereof, will be received until 2:00pm Eastern Time on the day of opening and then opened, for furnishing and delivering the commodity as described herein. Offers must be submitted via the Ariba Sourcing Module with the Execution page signed and dated by an official authorized to bind the Vendor's firm. Failure to return a signed offer shall result in disqualification.

Attempts to submit a proposal via facsimile (FAX) machine, telephone, email, email attachments, or in any hardcopy format in response to this RFP SHALL NOT be accepted and will automatically be deemed non-responsive.

- a) Submit **one (1) signed, original electronic offer** through the Ariba Sourcing Module.
- b) The Ariba Sourcing Module document number is: WS1709666108
- c) All File names should start with the Vendor name first, in order to easily determine all the files to be included as part of the vendor's response. For example, files should be named as follows: Vendor Name-your file name.
- d) File contents **SHALL NOT** be password protected, the file formats must be in .PDF, .JPEG, .DOC or .XLS format, and shall be capable of being copied to other sources. Inability by the State to open the Vendor's files may result in the Vendor's offer(s) being rejected as non-responsive.
- e) If the vendor's proposal contains any confidential information, as defined in the confidentiality clause of this solicitation, then the Vendor must provide one (1) signed, original electronic offer and one (1) redacted electronic copy.

For Vendor training on how to use the Ariba Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site:

<https://eprocurement.nc.gov/training/vendor-training>.

Questions or issues related to using the Ariba 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.

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 signatures where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's proposal, in the State's sole discretion.

Vendor should include the following items and attachments in its RFP response:

- a) Completed and signed version of all EXECUTION PAGES, and pages requiring Vendor Completion, along with the body of the RFP.
- b) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- c) Vendor's Proposal addressing all Requirements and Specifications of this RFP.
- d) Completed version of ATTACHMENT A: PRICING
- e) Return ATTACHMENT B: INSTRUCTIONS TO VENDORS
- f) Return and Completed ATTACHMENT C: GENERAL TERMS AND CONDITIONS
- g) Completed and signed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- h) Completed and signed version of ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR
- i) Completed and signed version of ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION
- j) Return ATTACHMENT G: INFORMATION SECURITY REQUIREMENTS

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

The Goods or Services being procured shall dictate the application and order of criteria; however, all award decisions shall be in the State's best interest. All qualified proposals will be evaluated, and award(s) will be made to the Vendor(s) meeting the RFP Requirements and Specifications and achieving the highest and best final evaluation, based on the criteria described in Section 3.4 Evaluation Criteria.

While the intent of this RFP is to award a Contract to a single Vendor, the Department 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 Department to do so.

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFP is under evaluation, the Vendor(s), including any subcontractors and suppliers, are prohibited from engaging in conversations intended to influence the outcome of the evaluation. See Paragraph 25 of ATTACHMENT B: Instructions to Vendors entitled COMMUNICATIONS BY VENDORS.

3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

To be eligible for evaluation by the Department, the content of Vendor's Proposal must be responsive to this RFP (see definition of "responsive" in Attachment B, Section IV), and the Proposal itself must be submitted in the manner specified in Section 2.6, PROPOSAL SUBMITTAL.

All Proposals must be received by the Department no later than the date and time specified in the RFP SCHEDULE Section above, unless modified by Addendum. Vendors are cautioned that this is a request for offers, not an offer

or request to contract, and the Department 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 Department.

At the date and time specified in this RFP, all Vendor Proposals will be opened publicly, and the name of each Vendor will be announced. The cost-related information associated with each such Proposal shall not become available for public inspection until the time of Contract award, due to the potential for negotiations.

At its sole option, the Evaluation Committee may request presentations by, or discussions with, any or all Vendors responding to this RFP for the purpose of clarifying the information and materials presented in any part of a particular Vendor Proposal. Vendors should be mindful, however, that the evaluators are not required to request presentations or other clarification with respect to a Proposal—and often do not; therefore, all Proposals should be complete and reflect the most favorable terms available from the Vendor.

The Department 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 submit a best and final offer (BAFO), based on discussions and negotiations with the Department, if the initial responses to the RFP have been evaluated and determined to be unsatisfactory.

Upon completion of the evaluation process, the Department may select a Proposal based on the evaluation and post the award to award(s) to the electronic Vendor Portal (eVP), <https://evp.nc.gov>, under the RFP number for this solicitation. Any Contract must receive prior approval from the Office of State Auditor, and as applicable the North Carolina Investment Authority Board of Directors. 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 Department.

3.4 EVALUATION CRITERIA

All Qualified Proposals will be evaluated under a "Best Value" procurement method, with the award decision based on multiple factors, including total cost; the evaluated technical merit of the Vendor's offer; the Vendor's past performance; and the evaluated probability of performing the specifications stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance. The intent of "Best Value" procurement is to enable Vendors to offer and the Agency to select the most appropriate solution to meet the business objectives defined in the solicitation and to keep all parties focused on the desired outcome of a procurement.

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

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

1. Demonstration of Relevant Background and Experience and References, Sections 5.5 and 5.6.
2. Demonstration of Vendor External Peer Review Report, Section 5.4
3. Demonstration of Investment Programs, Audit Staffing, Schedule, and Organization, Section 5.3
4. Demonstration of Technical Approach to Audit and Anticipated Audit Hours, Section 5.1 and 5.2.
5. Pricing, Attachment A.

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

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

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

3.6 INTERPRETATION OF TERMS AND PHRASES

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

4.0 REQUIREMENTS

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

4.1 CONTRACT

If the Vendor’s proposal is selected by the Department, the Vendor shall negotiate with the Department in good faith to execute a Contract, including an engagement letter or statement of work, that incorporates the Vendor’s proposal, this RFP (including the North Carolina Required Contractual Provisions), and any other terms reasonably requested by the Department and the OSA. The Contract, Vendor’s Proposal, and this RFP must be approved by the Office of State Auditor prior to Contract award.

4.2 TIME IS OF THE ESSENCE

Time is of the essence in the performance of the contract. **Year One final audit report must be completed and submitted no later than 5:00 PM on October 15, 2026.** Failure to perform the services identified herein shall constitute a breach of contract.

4.3 PRICING

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

Proposal price shall constitute the total cost to the State for complete performance in accordance with the requirements and specifications herein, including:

- a. Personnel costs (including hourly rates and total hours);
- b. Travel and subsistence expenses;
- c. Subcontractor costs (if any); and
- d. Other out-of-pocket costs (e.g., office expenses).

The Vendor shall not invoice for any amounts not specifically allowed for in this RFP. The single cost for each year shall be a not-to-exceed cost representing the maximum amount for all work to be performed for the audit of each fiscal year.

4.4 CERTIFICATION OF AUDIT HOURS

Pursuant to N.C.G.S 147-64.6D, each audit report prepared for a State agency by a Certified Public Accountant shall itemize the number of hours used in conducting the audit and in preparation of the audit report and the total cost of conducting the audit and preparing the audit report. **The following cost disclosure must be included in the audit report:**

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

This disclosure must be presented on the table of contents or last page of the audit report and not as the final note in the Notes to the Financial Statement section. The Vendor may provide additional disclosures regarding costs and/or hours so long as the above sentence is included.

4.5 INVOICING

Invoices must be submitted to dstaccountspayable@nctreasurer.com on the Vendor’s official letterhead stationery and must be identified by a unique invoice number. All invoices, backup reports, and spreadsheets, must be submitted in electronic format and not password protected. Invoices must include an accurate description of the work for which the invoice is being submitted the invoice date, the period of time covered, the amount of fees due to the Vendor, the original signature of the Vendor’s project manager, the number of audit hours completed, and shall not exceed the firm fixed cost of the Contract. Vendor’s invoice may not be paid until an inspection of the services has occurred.

4.6 NC SUBSTITUTE W-9 PROCESS FROM THE OFFICE OF THE STATE CONTROLLER

Upon the award of this contract, and prior to receiving any payment or reimbursement thereunder, the selected Vendor will be required to complete and submit the Office of State Controller’s (“OSC”) Substitute W-9 Form to the North Carolina Department of State Treasurer (“NCDST”). If the successful Vendor has not previously submitted a Substitute W-9 Form to the State—likely because the Vendor has not previously contracted with any North Carolina State government entity—such Vendor will be required to complete and submit to NCDST, the Request for Taxpayer Identification Substitute W-9 Form. If the successful Vendor has an existing Substitute W-9 Form on file with the State, but the tax information contained in that form is no longer accurate, such Vendor will be required to complete and

submit to NCDST the Modification to Existing Vendor Records Substitute W-9 Form. In either case, the successful Vendor shall make its submission by emailing the appropriate form to NCDST's Financial Operations Division at the following address: DSTAccountsPayable@nctreasurer.com.

For general information regarding the Substitute W-9 Form and OSC's vendor registration process generally, please visit www.osc.nc.gov/vendor-resources. **Any specific questions regarding completing this form should be addressed to the email address noted above.**

4.7 VENDOR REMITTANCE ADDRESS

For Vendor Completion:

Vendor shall respond to the below and upload within Vendor's response in the Sourcing Tool. Vendor shall provide below information for all goods, and/or services, completed under this Contract. This address must match the address identified on all invoices and be the address registered with the NC Vendor Portal and Office of the State Controller.

Name: _____

Street: _____

City/State: _____

Zip Code: _____

4.8 FINANCIAL STABILITY

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

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

For Completion by Vendor:

Vendor must certify it has the financial capacity to perform, and to continually perform, its obligations under the Contract by responding to questions and providing responses, as listed below:

1. Vendor has constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of the Contract.

YES NO

If **yes**, please explain the legal proceeding that could materially adversely affect performance of the contract: _____

2. Vendor has the ability to enter into this Contract and is not prohibited by any other agreement, law, or order by any court of competent jurisdiction.

YES NO

If no, please explain: _____

4.9 DATA SECURITY REQUIREMENT FOR TECHNOLOGY SOLUTIONS

Vendor and/or third-party data centers, business applications or systems used under this RFP for the purpose of collecting, storing, processing, transmitting, and/or exchanging the Client’s Property shall have, and maintain, valid, favorable Third-Party Security Assertions, certifications, or assessment reports on all related security controls that are consistent with, and can be cross-walked to, the data classification level and security controls appropriate for MODERATE information system(s) per the National Institute of Standards and Technology (“NIST”) SP 800-53 Rev 5 or the most recent revision. See ATTACHMENT G: Information Security Requirements for more information.

Several examples are included in the Table 1 below to help the Vendor(s) fill out Table 2. The Vendor must complete Table 2 to include all products proposed to complete services under this RFP that will collect, exchange, process, store, and/or transmit the Client’s Property.

TABLE 1:

Name of Cloud Offering or IT Service(s) Involved	Service/Offering Description	Vendor is the Owner	Type *	Model **	Role ***	GenAI ****	Is Data in the USA only	Assertion
Microsoft 365 Office / Productivity suite	Email and collaboration services	No	SaaS	Public facing	T, S	Yes	Yes	Type: Soc2 Type 2 End Date: xx/xx/xx (current) <input type="checkbox"/> None
iManage Cloud	Document management and collaboration	No	SaaS	Public facing	P, T	No	Yes	Type: ISO 27001 End Date: xx/xx/xx (current) <input type="checkbox"/> None
SFTP / hosted out of AWS	Transfer files between system and between DST and the vendor	No	Cloud Utility	Public facing	R, T,	No	No	Type: Soc2 Type 2 End Date: xx/xx/xx (current) <input type="checkbox"/> None
HealthPro Predictive Healthcare Analytics system	Provide analytics on health care cost	Yes	SaaS	Public facing	P, S, T	Yes	Yes	Type: Soc2 Type 2 and ISO/IEC 42001:2023 (AI cert) End Date: xx/xx/xx (current) <input type="checkbox"/> None
AWS	PaaS/IaaS for SFTP	No	PaaS/IaaS	Public facing	S, P	No	Yes	Type: Soc2 Type 2

								End Date: xx/xx/xx (current) <input type="checkbox"/> None
Docusign	e-Sign, digital agreement platform	No	PaaS/IaaS	Public facing	P, S, T	No	No	Type: Soc2 Type 2 End Date: xx/xx/xx (current) <input type="checkbox"/> None

*TYPE - Cloud Utility, Internal Software, PaaS/IaaS, SaaS, Internal software, Other. ** MODEL - Public Facing, Cloud Tunnel or Private. *** ROLE - Processing (P), Storing (S), Receiving (R), Transmitting (T), Local software (LS), All. **** GENAI - IT Technology involves Generative AI.

For Vendor Completion: The Vendor shall complete Table 2 below by listing each product, whether cloud-based or on-premises, that it will use to exchange, collect, process, store, and/or transmit the Client’s Property. Products may include business applications, data centers, file transfer protocols, and software. The options for “Type” are SaaS, IaaS, PaaS, or Internal. The options for “Model” are Public Facing, Private Tunnel, or Private (i.e., internal only). The options for “Role” are Processing (P), Storing (S), Receiving (R), Transmitting (T), Local software (LS), or All. “GENAI” refers to IT Technology involving Generative Artificial Intelligence and “Data in USA only” seeks to know location of Data (within the USA or Not). “Assertion” relates to Third-Party Security Assertions completed, like SOC2. See Attachment B Instructions to Vendors Section IV Definitions, Acronyms, and Abbreviations for additional information.

Please identify the data centers, business applications and systems in the table below and submit a complete, unredacted Third-Party Security Assertion for each. If no assessment report is available, select "none".

TABLE 2:

Name of Cloud Offering or IT Service(s) Involved	Service/Offering Description	Vendor is the Owner	Type *	Model **	Role ***	GenAI ****	Is Data in the USA only	Assertion
								Type: End Date: <input type="checkbox"/> None
								Type: End Date: <input type="checkbox"/> None
								Type: End Date: <input type="checkbox"/> None
								Type: End Date: <input type="checkbox"/> None
								Type: End Date: <input type="checkbox"/> None

*TYPE -Cloud Utility, Internal Software, PaaS/IaaS, SaaS, Internal software, Other. ** MODEL - Public Facing, Cloud Tunnel or Private. ***ROLE - Processing (P), Storing (S), Receiving (R), Transmitting (T), Local software (LS), All. **** GENAI - IT Technology involves Generative AI.

4.10 VERIFICATION OF CERTIFIED PUBLIC ACCOUNTING FIRM

Vendor, or any sub-contractor the Vendor intends to utilize, must be a certified public accounting firm that is subject to the auditing standards contained in Government Accounting Standards, issued by the Comptroller General of the United States. For a Vendor to be qualified to meet this requirement of award the Vendor must include supporting documentation for the NCDST to verify. Any Vendor that cannot meet this requirement and fails to submit supporting documentation shall be rejected and deemed as non-responsive and will not receive further evaluation or consideration.

For Vendor Completion:

Is the Vendor a certified public accounting firm that is subject to the auditing standards contained in Government Accounting Standards, issued by the Comptroller General of the United States?

YES NO

If yes, Vendor must provide supporting documentation of the NCDST to verify this requirement.

If no, failure to be a certified public accounting firm will result in rejection of Vendor’s proposal.

4.11 LEGAL RIGHT TO PRACTICE IN NORTH CAROLINA

In is a requirement of this Contract that the awarded Vendor is legally authorized to practice in North Carolina. Vendor shall provide confirmation below and must demonstrate that it is legally authorized to practice in North Carolina. Documentation may include but is not limited to:

- 1. Articles of Incorporation
- 2. DBA filed with NC Counties
- 3. Licensee information from the NC State Board of CPA Examiners
- 4. Other documents that provide evidence

For Vendor Completion:

Is the Vendor legally authorized to practice in North Carolina?

YES NO

If yes, Vendor must provide supporting documentation, as referenced above, to the NCDST to verify this requirement.

If no, failure to be a certified public accounting firm will result in rejection of Vendor’s proposal.

4.12 CONFLICT OF INTEREST

With its proposal response, the Vendor must disclose any potential or perceived conflict of interest by adhering to the below requirements:

- a) Vendor must disclose any potential or perceived conflict of interest for any key professionals and consultants and for the organization as a whole. The Vendor shall provide assurance as to the level of

independence for this engagement as to impairments "in fact" or "appearance" in accordance with AICPA standards.

- b) Vendor shall list and describe any non-audit work performed for the NCDST in the past five (5) years and why this work would not impair the firm's independence in performing the services defined within this document.
- c) The Vendor must disclose within its proposal whether any officer, director, employee, consultant, or agent is also a current or former employee of the NCDST.

For Vendor Completion:

Does the Vendor have any potential or perceived conflict of interest as outlined above?

YES NO

If yes, Vendor must disclosure and answer the above requirements.

4.13 BACKGROUND CHECKS

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

4.14 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 State. Names of any third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents; and shall not limit Vendor's obligations hereunder. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

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

4.15 VENDOR'S REPRESENTATIONS

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

telecommunications equipment, software, supplies and materials necessary for the Vendor to provide and deliver the Services and/or other Deliverables.

4.16 CONFIRMATION OF ETHICS POLICIES

The Vendor, on behalf of itself and the other Vendor Parties, must confirm and attest that it has received, reviewed and agreed to the Department’s [Ethics and Conduct Policy \(Tier 1\)](#), [Supplemental Ethics Policy \(Tier 2\)](#), and [Divestment and Contract Prohibition Policy](#). The policies are posted on <https://www.nctreasurer.gov/>.

For Vendor Completion:

Vendor, on behalf of itself and the other Vendor Parties, has received, reviewed, and agrees to the Department’s [Ethics and Conduct Policy \(Tier 1\)](#), [Supplemental Ethics Policy \(Tier 2\)](#), and [Divestment and Contract Prohibition Policy](#)? The policies are posted on <https://www.nctreasurer.gov/>.

YES NO

No, Vendor Party has made or will make any gift to, or a charitable donation as a result of a direct or indirect solicitation by, the Treasurer of the State of North Carolina or any employee of the Department.

YES NO

4.17 SUBMISSION OF VENDOR EXTERNAL PEER REVIEW

Vendor must have received an unqualified opinion on its system of quality control within the last three (3) years and obtained an External Peer Review Report. Vendor must provide the Vendor External Peer Review Report with its proposal response. The Vendor’s failure to provide an external peer review report and any letter of comments or similar correspondence describing deficiencies will result in the rejection of the Vendor’s proposal.

For Vendor Completion:

Vendor has received an unqualified opinion on its system of quality control within the last three (3) years AND obtained an External Peer Review Report?

YES NO

If yes, Vendor must provide the External Peer Review Report and any letter of comments or similar correspondence describing deficiencies with its proposal response.

If **no**, failure to receive and submit the External Peer Review Report will result in rejection of Vendor’s proposal.

4.18 REGULATORY ACTION AND LIABILITIES

Vendor must provide a response to the below questions regarding regulatory action and liabilities.

1. Has Vendor had any regulatory or ethics action taken within the last five years – or an investigation is pending – by any regulatory, ethics, or other oversight body against the Vendor, a local office, a partner, officer, or director of the Vendor, or any staff member who will be assigned to this engagement? As used herein, the term “regulatory or ethics action” includes without limitation the revocation or suspension of any license or certification, the levying of any monetary penalty or fine, and the issuance of any written warning.

YES NO

If **yes**, Vendor shall include a complete description of the action and the circumstances that resulted in the action.

2. Does Vendor have any outstanding liabilities to the Internal Revenue Service, other government entities or unpaid final judgments for which it remains liable?

YES NO

If **yes**, please explain: _____

4.19 NCDST INVESTMENT PROGRAMS AUDIT REQUIREMENTS

- a. Audits must be conducted in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and in accordance with the AICPA Accounting and Audit Guide for Employee Benefit Plans and the AICPA Accounting and Audit Guide for Investment Companies. The audit shall apply the accounting policies issued by the Office of the State Controller.
- b. Audits will include tests of accounting records and other procedures necessary to express an opinion as to whether the basic financial statements are presented in accordance with accounting principles generally accepted in the United States of America, including all applicable effective statements of the Governmental Accounting Standards Board (GASB), and the accrual basis of accounting. The Vendor will immediately advise the NCDST if an opinion other than unqualified is anticipated. The supplementary schedules will be determined by the NCDST and subject to change each year. Audits will also include procedures prescribed by generally accepted auditing standards to be applied to any required supplementary information, and the Vendor will report on such information accordingly.
- c. Prior to beginning the audit, the Vendor will contact the NCDST to discuss the plans for performing the audit and to determine the schedule for update meetings during the audit process. The planning meeting shall be held no later than four weeks after the contract execution date.
- d. The Vendor will conduct entrance and exit conferences with designated representatives of the NCDST (in addition to any requested presentations to the Audit Committee of the Department). The Vendor will provide the NCDST with advance notice of the entrance and exit conferences so that representatives of the NCDST may attend the conferences if desired.
- e. The Vendor will advise the NCDST of any significant issues/problems that arise that would cause the Vendor to cease work on the engagement or that may delay the completion of the audit beyond the due date.
- f. **The Vendor shall submit the draft audit report to the NCDST no later than September 28 of each subsequent term year and the final audit report, management letters and written communications with audit committees to the NCDST no later than 5:00 pm on October 15 of each subsequent term year.** The NCDST's fiscal year runs from July 1 through June 30 of each year. The draft financial statements and notes will be prepared by NCDST Investment Accounting staff and will be ready for the Vendor's review by September 15 of each subsequent year. For Year One NCDST Investment Accounting Staff shall have the draft financial statements and notes for Vendor's review on or before September 15, 2026. The Draft Audit Report is to the Department by September 28, 2026, and the Final Audit Report, Management Letters, and Written Communications is due no later than 5:00PM on October 15, 2026.
- g. The Programs' financial statements will be included in the basic financial statements and referenced in the footnotes as a separately issued report of the State of North Carolina, and the Office of the State Auditor will place reliance on the audit of the Programs and will base its opinion on the State's financial statements in part

on this audit. As this audit is a legislative requirement, time is of the essence. Therefore, the submission deadline cannot be missed. The draft audit report should be submitted in Microsoft Word and/or Excel. Before submission, the audit report must have been subjected to all of the Vendor's quality control processes and be ready for publication. The final files should contain the firm's letterhead and electronic signature on the reports.

- h. The Vendor will provide the Department and the Office of State Auditor access to its audit documentation for this contract without limitation or restriction. The Vendor must retain all audit documentation generated during this audit for at least a period of seven (7) years at the office of the Vendor. One (1) electronic copy of the audit report will be submitted upon completion to the Office of State Auditor and one (1) electronic copy to the Office of State Controller.
- i. The Vendor must confirm it will agree that in the event the Office of the State Auditor or the Department become a party to, or involved in any litigation to other proceeding in connection with any of the services or activities contemplated by this RFP, the Vendor will cooperate with the Office of the State Auditor, or the and the court or other authority, in all related matters, including, without limitation, discovery requests, providing testimony and otherwise appearing in court.
- j. As requested by the Department, and upon completion of the draft audit report, the Vendor may be required to present its findings to an internal Department of State Treasurer Audit Committee. If required, this meeting would be held in Raleigh, North Carolina and the Department will request Vendor attendance within ten business days prior to meeting date.
- k. Interim fieldwork for the fiscal year end June 30, 2026, audit generally begins in May but may be adjusted. Typically, two auditors are required to be in the field for a week. Also, the Partner is in the field at times during the audit. Times are open to adjustment, as it is up to the auditor to determine the timing. The time the audit firm spends on site is at the discretion of the audit firm. The Department can accommodate the needs of the audit firm either on or off site.

For Vendor Completion:

Does Vendor agree to conduct the Audit Reports per the requirements listed above?

YES NO

If **no**, failure to accept NCDST's Investment Programs Audit Requirements shall result in rejection of Vendor's proposal.

5.0 SPECIFICATIONS

5.1 TECHNICAL APPROACH TO AUDIT

In Vendor's proposal response, Vendor shall clearly demonstrate its approach to accomplishing State Treasurer Investment Programs Audits. Clearly outline the approach to accomplishing the audit services in accordance with the highest quality standards and within the stated requirements outlined in Section 4.19 above and throughout the RFP.

5.2 ANTICIPATED AUDIT HOURS

In Vendor's proposal response, Vendor shall demonstrate the total number of hours anticipated for each staff member to complete the services. Clerical support hours should not be included. The anticipated audit hours should demonstrate a commitment to perform the audit in accordance with the highest quality standards and within the stated deadline requirements.

5.3 INVESTMENT PROGRAMS AUDIT STAFFING, SCHEDULE, AND ORGANIZATION

In Vendor’s proposal response, Vendor shall clearly demonstrate its approach to staffing, scheduling, and organizing the NCDST Investment Programs Audit as outlined below:

- a) Clearly demonstrate the proposed staffing, deployment, and the organization of key personnel to be assigned to accomplish the Investment Programs Audit.
- b) Describe the proposed tasks and responsibilities of the Vendor and the Department to successfully deliver the draft and final audit reports within the stated deadline requirements.
- c) Demonstrate Vendor has sufficient staff to meet the staffing demands to complete the Investment Programs Audits and identify any other current or future projects on which proposed staff is expected to be engaged during the term of the Contract. Include if current or future projects will affect staff’s ability to successfully accomplish the Investment Programs Audits per the stated deadline requirements.
- d) Provide the personnel qualifications of the staff assigned. The qualifications should include resumes citing educational background, certifications, experience with similar scopes of work and the number of years of relevant audit experience.
- e) Describe and provide detailed information regarding how much and the type of assistance the Vendor requires from The Department of State Treasurer’s Financial Operations Division (Banking and Accounting), or other State Treasurer personnel Include when the assistance would be needed within the proposed schedule.

5.4 EXTERNAL PEER REVIEW

Vendor must clearly demonstrate, in its submission of its external peer review report and any letter of comments or similar correspondence, deficiencies in Vendor’s system and quality control of system. Vendor shall state any standards and process improvements made in response to any noted deficiencies.

5.5 RELEVANT BACKGROUND AND EXPERIENCE

Vendor’s proposal response shall clearly demonstrate its company background and experience with at least three (3), and no more than five (5) other states (excluding North Carolina), government entities or private organizations, within the last three (3) years, with similar or greater size and complexity to the services described in this RFP.

5.6 RELEVANT REFERENCES

VENDOR REFERENCES: Vendor shall identify clients for use as references and provide the reference company name, contact name, e-mail address, and telephone number below. Contact should be an individual who is familiar with work performed.

REFERENCE COMPANY NAME	CONTACT NAME	EMAIL ADDRESS	TELEPHONE NUMBER

For each reference, the Vendor shall provide the following information:

- a) The beginning and ending dates of the contracts, including the length of time to complete each audit;
- b) A description of the services performed;
- c) The services/value-added services provided under those contracts;
- d) The total number of Vendor employees assigned to service each contract;
- e) Whether any of those contracts were extended or renewed at the end of their initial terms;
- f) Whether any of those contracts were terminated early for cause by either party to the contract;
- g) The name, address, and telephone number of at least one manager in each client organization who is personally familiar with the Vendor’s performance under the contract.
- h) For a client to be considered technically qualified as a reference, the Vendor must demonstrate its performance of audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.

The State shall contact these clients to determine the services provided are substantially similar in scope to those proposed herein and the Vendor’s performance has been satisfactory. The information obtained shall be considered in the evaluation of the proposal.

6.0 CONTRACT ADMINISTRATION

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

6.1 VENDOR CONTACTS AFTER AWARD

The Vendor shall designate and make available to NCDST a project manager to serve as NCDST’s point of contact for the Contract.

For Completion by Vendor:

VENDOR’S PROJECT MANAGER
Name: _____
Vendor: _____
Street Address: _____
City, State, Zip: _____
Email: _____
Phone No.: _____

6.2 ONGOING PROGRESS REPORT MEETINGS

The Vendor, at the request of the Department, shall meet periodically with the Department for project review meetings. The purpose of these meetings will be to review project progress reports, discuss Vendor and Department performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics. Upon award, the schedule of post award meetings shall be mutually agreed upon by the Department and the Vendor. Vendor meetings may take place at the Department’s office or via conference call.

6.3 PROJECT KICKOFF MEETING

Within 30 days of the effective date of the Contract, the Department and the Vendor shall meet to mutually agree upon and finalize the proposed project plan to provide the audit services, including a timeline, the responsibilities of the parties, project managers, and the format and method of submitting audit reports and invoices; provided that the draft audit report shall be submitted in Microsoft Word and Excel formats.

The Vendor shall submit a draft audit report to the Department by 5:00 PM, September 28, 2026. The Department shall review the draft audit and provide written comments to the Vendor within three (3) business days. As reasonably required by the Vendor, the Department shall review additional versions of the draft audit and provide additional requested by the Vendor; provided that, the Vendor shall remain responsible for providing a final audit report to the Department by 5:00 PM, October 15, 2026.

6.4 CONTINUOUS IMPROVEMENT

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

6.5 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

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

6.6 TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, Vendor shall provide, at the option of the Department, up to six (6) months after such end date all such reasonable transition assistance requested by the Department, 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 Department or its designees. If the Department 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 Department shall pay the 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.

6.7 ACCEPTANCE OF WORK

Satisfactory completion of the Services and payment for the Services are subject to the Department's acceptance of the Services, which shall not be unreasonably withheld. The Department does not waive any rights under the Contract or at law or in equity by accepting or rejecting the Services or paying or not paying for the Services.

6.8 DISPUTE RESOLUTION

The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the Department for resolution. A claim by the Department shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall negotiate in good faith and use all reasonable efforts to

resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. Notwithstanding this section, either Party may elect to exercise any other remedies available at law or in equity. This section shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.9 CONTRACT CHANGES

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

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ATTACHMENT A: PRICING

Vendor shall complete the tables below, and provide cost where indicated. Vendor shall not otherwise alter the appearance or content thereof. Failure to adhere to this instruction may result in rejection of Vendor’s proposal response. Vendor’s proposed pricing shall be a firm fixed cost for each year indicated below.

Table 1: Contract Term Year One: July 1, 2026, to June 30, 2027

Term Year	Cost
Year 1- Invoice #1: Invoice issued in August or September 2026 for services to date.	\$
Year 1- Invoice #2: Invoice issued following completion of services. Invoice must include at least 50% of the total cost.	\$
Total Year One Cost:	\$

Table 2: Contract Term Year Two: July 1, 2027, to June 30, 2028

Term Year	Cost
Year 2- Invoice #1: Invoice issued in August or September 2027 for services to date.	\$
Year 2- Invoice #2: Invoice issued following completion of services. Invoice must include at least 50% of the total cost.	\$
Total Year Two Cost:	\$

Table 3: Contract Term Year Three: July 1, 2028, to June 30, 2029

Term Year	Cost
Year 3- Invoice #1: Invoice issued in August or September 2028 for services to date.	\$
Year 3- Invoice #2: Invoice issued following completion of services. Invoice must include at least 50% of the total cost.	\$
Total Year Three Cost:	\$

Table 4: Total Contract Term

Term Year	Cost
Total Cost of the Contract (Years One-Three)	\$

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, attachments, and any Addenda; and comply with all requirements specified, 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 State reserves the unqualified right to reject any and all proposals at any time if such rejection is deemed to be in the best interest of the State.

By submitting Your Proposal, You are offering to enter into a contract with the State.

The Contract is a separate document that represents the Vendor's and the State's entire agreement. If Your proposal is accepted and results in a Contract, You will be expected to accept the General Terms and Conditions and the Information Security Requirements included in the Solicitation document 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 for 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 State's attention.

IV. DEFINITIONS, ACRONYMS AND ABBREVIATIONS

The following definitions, acronyms, and abbreviations may be used in this RFP.

1. **ADDENDUM:** A document issued to supplement or modify the original Solicitation document. Addenda may be issued following a pre-proposal/pre-proposal conference or as a result of a specification or work scope changes to the Solicitation.
2. **AFFILIATE(S):** Any person or entity that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such person or entity.
3. **BAFO:** Best and Final Offer, submitted by a Vendor to alter its initial proposal, made in response to a request by the issuing agency.
4. **CLIENT:** The North Carolina Department of State Treasurer, also referred to as the Department or NCDST.
5. **CLIENT'S PROPERTY:** As defined in Attachment G.
6. **CONTRACT:** An agreement resulting from or arising out of Vendor responses to this Solicitation.
7. **DEPARTMENT / NCDST:** The North Carolina Department of State Treasurer.
8. **ELECTRONIC VENDOR PORTAL (eVP):** System for vendors to do business with the State of North Carolina, including registering to do business, responding to procurement opportunities, and certifying as a HUB and/or NCSBE.
9. **E-PROCUREMENT SERVICES:** The program, system, and associated services through which the State conducts

electronic procurement.

10. **HUB:** Historically Underutilized Business <https://ncadmin.nc.gov/businesses/hub>
11. **INTERNAL SOFTWARE:** Software that is not public facing and hosted internally.
12. **INFRASTRUCTURE-AS-A-SERVICE (IaaS):** Logging as a Service. A cloud-based log management platform that simplifies the management of infrastructure and application logs.
13. **LOCAL SOFTWARE (LS):** Local software refers to applications that are installed and run on a local device, such as a computer or server, rather than being accessed over the internet.
14. **PLATFORM AS A SERVICE (PaaS):** – A model of service delivery where the computing platform is provided as an on-demand service upon which applications can be developed and deployed. Its main purpose is to reduce the cost and complexity of buying, housing, and managing the underlying hardware and software components of the platform, including any needed program and database development tools. Security provisions are split between the provider and the State Agency.
15. **PROCESSING (P):** Data processing for a system involves a series of steps to transform raw data into meaningful information.
16. **PRIVATE MODEL:** Model that is exclusive for internal use within a specific organization.
17. **PRIVATE TUNNEL:** A private communication channel created in a computer network by encapsulating a communication protocol's data packets in (on top of) a second protocol that normally would be carried above, or at the same layer as, the first one. Most often, a tunnel is a logical point-to-point link - i.e., an OSI layer 2 connection - created by encapsulating the layer 2 protocol in a transport protocol (such as TCP), in a network or inter-network layer protocol (such as IP), or in another link layer protocol.
18. **PROPOSAL / OFFER / BID:** A response submitted by a Vendor to this RFP.
19. **PUBLIC FACING:** A model that is intended to be seen or accessed over the internet i.e. a public network
20. **RECEIVING (R):** Data receiving refers to the process of accepting data from an external source into a system.
21. **RESPONSIBLE:** Refers to a Vendor who demonstrates in its Offer that it has the capability to perform the requirements of the Solicitation.
22. **RESPONSIVE:** Refers to an Offer that conforms to the Requirements of the Solicitation in all respects to be considered by the State for award.
23. **RFP:** This Request for Proposal, also referred to as "solicitation document" or "Solicitation.
24. **SOFTWARE-AS-A-SERVICE (SaaS)** – A model of service delivery where one or more applications and the computational resources to run them are provided for use on demand as a turnkey service. Its main purpose is to reduce the total cost of hardware and software development, maintenance, and operations. Security provisions are carried out mainly by the provider. In some occasion, there may be different providers, i.e. one provides SaaS, while another provides Infrastructure as a Service. Contracts must include clearly defined roles and responsibilities for security and incident responses.
25. **SERVICES:** The audit services described in this RFP.
26. **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
27. **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.
28. **STATE DEPARTMENTS:** Department of Administration, 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.
29. **STORING (S):** Involves storing data in a centralized location or system where it can be managed and maintained.
30. **THIRD-PARTY SECURITY ASSERTION:** A formal declaration or certification provided by an independent third-party organization that verifies the security controls and practices of a Vendor or its service provider. These

assertions are typically based on recognized security standards and frameworks, such as SOC 2, ISO/IEC 27001, or FedRAMP. It helps organizations ensure that Vendors and their service providers meet specific security requirements and protect sensitive data from unauthorized access, security incidents, and other vulnerabilities.

31. **TRANSMITTING (T):** Data transmission is the actual transfer of data from the source to the receiving system. This can occur over various media, including wired and wireless connections.
32. **VENDOR / YOU / OFFEROR:** A single legal entity, whether a company, firm, corporation, partnership, individual or other entity, submitting a response to this RFP. Following award of a contract, the term refers to an entity receiving such an award.
33. **VENDOR SYSTEMS:** Vendor sites and other Vendor housing systems, including without limitation the infrastructure, computer systems, networks, servers, and databases maintained by the Vendor or its agents or subcontractors in connection with the provision of the Services.
34. **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.
35. **VENDOR PARTIES:** The Vendor, its Affiliates, their respective officers, partners, members, and principals, and the personnel who are expected to provide the Services.

V. INTERPRETATION OF TERMS AND PHRASES

The Solicitation document serves to advise potential Vendors of the parameters of the solution being sought by the State. The use of phrases such as “shall,” “must,” and “requirements” are intended to create enforceable contract conditions. In determining whether proposals should be evaluated or rejected, the State will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the State’s needs as described in the 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 State exercising its discretion to reject a proposal in its entirety.

VI. PROPOSAL SUBMISSION

1. **VENDOR’S REPRESENTATIVE:** Each Vendor shall submit with its proposal submission the name, address, and telephone number of the person(s) with authority to bind the Vendor and answer questions or provide clarification concerning the Vendor’s proposal.
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. **STATE OFFICE CLOSINGS:** If an emergency or unanticipated event interrupts normal government processes so that Offers cannot be received at the State office designated for receipt of proposals 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 government processes resume. In lieu of an automatic extension, an Addendum may be issued to reschedule the proposal opening. If State offices are closed at the time a pre-proposal 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 PROPOSALS:** Late proposals, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure 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 proposal has been received by this Office by the specified time and date of opening. The date and time of submission will be marked on each proposal when received, and any proposal received after the proposal 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 agency's purchasing office on the due date in time to meet the proposal deadline. All Vendors are urged to take the possibility of delay into account when submitting a proposal by U.S. Postal Service, courier, or other delivery service.
7. **DETERMINATION OF RESPONSIVENESS:** Any Offer which fails to conform to the material requirements of the Solicitation 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 State 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 Procurement Officer.
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 the 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 State'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 State may elect to communicate with You after proposal 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 Department reserves the right to reject any and all Proposals, in whole or in part, including without limitation for one or more of the following reasons listed in 01 NCAC 05B .0501: (a) by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered; (b) non-compliance with the requirements or intent of this solicitation; (c) lack of competitiveness; (d) error(s) in specifications or indications that revision would be advantageous to the Client; (e) cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed; (f) limitation or lack of available funds; (g) circumstances that prevent determination of the best offer; or (h) any other determination that rejection would be in the best interest of the Client. The Department reserves the right to waive any informality in one or more Proposals. Regardless of an error or omission, a Vendor shall not be permitted to increase its pricing after the deadline for submitting Proposals.
12. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested in the Solicitation document. Further, if required elsewhere in this proposal, each Vendor shall submit with its proposal any sketches, descriptive literature, and/or complete specifications covering the goods and services offered. Reference to literature submitted with a previous proposal or available elsewhere will not satisfy this provision. Do not submit proposal samples or descriptive literature unless expressly requested. Unsolicited proposal samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the Solicitation. Failure to comply with these requirements shall constitute sufficient cause to reject a proposal without further consideration.
13. **WITHDRAWAL OF BID OR PROPOSAL:** Proposals submitted electronically may be withdrawn at any time prior to the date for proposal opening identified on the cover page of this Solicitation document (or such later date included in an Addendum). Proposals that have been delivered by hand, U.S. Postal Service, courier, or other delivery service may be withdrawn only in writing and if receipt is acknowledged by the office issuing the Solicitation document prior to the time for opening identified on the cover page of the 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 proposal opening shall be allowed only for good cause shown and in the sole discretion of the Division of Purchase and Contract.
14. **COST FOR BID OR PROPOSAL PREPARATION:** Any costs incurred by Vendor in preparing or submitting Offers are the Vendor's sole responsibility.
15. **CERTIFICATE TO TRANSACT BUSINESS IN NORTH CAROLINA:** As a condition of Contract award, each out-of-State Vendor that is a corporation, limited-liability company, or limited-liability partnership shall have received, and shall maintain throughout the term of The Contract, a Certificate of Authority to Transact Business in North Carolina from the North Carolina Secretary of State, as required by North Carolina law. A State contract requiring only an isolated transaction completed within a period of six months, and not in the course of a number of repeated transactions of like nature, shall not be considered transacting business in North Carolina and shall not require a Certificate of Authority to Transact Business.
16. **SUSTAINABILITY:** To support the sustainability efforts of the State of North Carolina we solicit Your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all responses meet the following:
 - a) If paper copies are requested, all copies of the proposal are printed double sided. All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
 - b) Unless absolutely necessary, all proposal and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
 - c) Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and

binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.

17. **HISTORICALLY UNDERUTILIZED BUSINESSES (HUB):** The State is committed to retaining Vendors from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. In particular, the State encourages participation by Vendors certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified vendors as subcontractors on State contracts.
18. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference requirement to discourage other states from favoring their own resident Vendors by applying a percentage increase to the price of any proposal from a North Carolina resident Vendor. To the extent another state does so, North Carolina applies the same percentage increase to the proposal of a Vendor resident in that state. Residency is determined by a Vendor's "Principal Place of Business," defined as that principal place from which the overall trade or business of the Vendor is directed or managed.
19. **INELIGIBLE VENDORS:** As provided in G.S. 147-86.59 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State:
 - a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and
 - b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81.

A contract with the State or any of its political subdivisions by any company identified in a) or b) above shall be void ab initio.

20. **VALID TAXPAYER INFORMATION:** All persons or entities desiring to do business with the State must provide correct taxpayer information on North Carolina specified forms. The Substitute W-9 and Instructions are here:

https://files.nc.gov/ncosc/documents/NCAS_forms/State_of_North_Carolina_Sub_W-9_01292019.pdf

21. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** The North Carolina electronic Vendor Portal (eVP) allows Vendors to electronically register free with the State 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>.
22. 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 proposal opening may be suspended or deactivated, at the State's discretion, and may be disqualified from further evaluation or consideration.
23. **TABULATIONS:** Proposal 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 proposal opening. 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.
24. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable law, the Department will maintain as confidential trade secrets in proposal that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes, marked in a distinctive color or by similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is

not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled 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 State will notify Vendor of such action and allow Vendor to defend the confidential status of its information.

25. **COMMUNICATIONS BY VENDORS:** In submitting its proposal, the Vendor agrees not to discuss or otherwise reveal the contents of its proposal to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this Solicitation. All Vendors are forbidden from having any communications with the using or issuing agency, or any other representative of the State concerning the Solicitation, during the evaluation of the proposals (i.e., after the public opening of the proposal and before the award of the Contract), unless the State directly contacts the Vendor(s) for purposes of seeking clarification or another reason permitted by the Solicitation. A Vendor shall not: (a) transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other Vendor to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Vendor's proposal and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation 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 using agency or issuing agency authorized by this Solicitation are permitted.
26. **INFORMAL COMMENTS:** The State shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the State during the competitive process or after award. The State is bound only by information provided in writing in this Solicitation document and in formal Addenda.
27. **ORDER OF PRECEDENCE:** Conflicts among the documents that form any Contract shall be resolved in the following order of precedence (highest to lowest): (a) the provisions of the Contract (highest precedence); (b) the provisions of the BAFO (if any); (c) the provisions of the RFP; (d) the Vendor's response to the BAFO (if any); (e) and finally the Vendor's response to the RFP (lowest precedence).
28. **ADDENDA:** Critical updated information may be included in Addenda to the Solicitation. It is important that all Vendors offering on the Solicitation periodically check for any Addenda that may be issued prior to the proposal 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.
29. **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 State will not identify You in its answer to Your question.
30. **MAXIMUM COMPETITION:** The State seeks to permit the maximum practicable competition. Offerors are urged to advise the State, 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 State determines that any changes will be made resulting from the questions asked, then such decisions will be communicated in the form of an Addendum.
31. **FIRM OFFER:** Vendor's proposal shall constitute a firm offer. By execution and delivery of its proposal, 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 proposal that contains language that indicates the proposal is non-binding or subject to further negotiation before a contractual document may be signed shall constitute sufficient grounds to reject Vendor's proposal as nonresponsive.

ATTACHMENT C: GENERAL TERMS AND CONDITIONS

Capitalized terms in the General Contract Terms and Conditions have the same meaning as in the RFP unless otherwise defined herein.

1. **Forum, Situs, and Jurisdiction.** The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are solely governed by the laws of the State of North Carolina. The Vendor, by signing this Contract, agrees and submits, for all matters concerning this Contract, to the exclusive jurisdiction of the state and/or federal courts, as applicable, of North Carolina and agrees, solely for such purpose, that the only venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract, and all transactions, agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort or otherwise, relating to its validity, construction, interpretation, and enforcement, shall be determined, unless the law of North Carolina requires a venue other than Wake County.
2. **Independent Contractor.** The Vendor and its employees, officers, subcontractors (if any), and Affiliates shall be independent contractors and not employees or agents of the State of North Carolina, the Client, or the Plans. This Contract shall not operate as a joint venture, partnership, agency, or any other business relationship. As an independent contractor, the Vendor shall be wholly responsible for the work or services to be performed and for the supervision and payment of its employees, officers, and subcontractors (if any, including Affiliates). The term “Affiliate” shall mean any person or entity that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such person or entity.
3. **Remedies.**
 - a. The Vendor shall indemnify, defend, and hold harmless the Client from and against all claims, liabilities, losses, costs, damages, obligations, and expenses (including without limitation reasonable attorneys’ fees and other reasonable legal expenses) of any kind or character arising out of or in connection with any of the following (each a “Loss”): (i) any breach of any provision of this Contract; (ii) a claim or threatened claim that the Services (in whole or in part and including without limitation the Deliverables and the Vendor’s Content) violate the patent, copyright, trademark, trade secret, or other proprietary rights of any third party, provided that such Loss does not result from the Client’s use of the Services in violation of this Contract; or (iii) the negligence, willful misconduct, bad faith conduct, or fraud of the Vendor in the performance of any duty or obligation pursuant to this Contract.
 - b. If a claim or threatened claim that the Services (in whole or in part and including without limitation the Deliverables and the Vendor’s Content) violate the patent, copyright, trademark, trade secret, or other proprietary rights of any third party, the Vendor shall, at its option and expense, either procure for the Client the right to continue using the Services or replace or modify the Services to become non-infringing.
 - c. If the Vendor materially breaches this Contract, including without limitation as described in subsection (a) or (b) of this section, the Client may (i) terminate this Contract upon written notice to the Vendor; and (ii) procure the Services necessary to complete performance hereunder from other sources and hold the Vendor responsible for any excess cost occasioned thereby.
 - d. The Client may withhold amounts payable to the Vendor as a setoff against the amount of any Loss payable by the Vendor pursuant to subsection (a) of this section. For clarity, such setoff shall not otherwise change the parties’ rights or obligations pursuant to this Contract.
 - e. The remedies specified in this section are cumulative and not mutually exclusive of one another and are in addition to any remedies the Client may have at law or in equity.
4. **Termination.**
 - a. The Client may terminate this Contract at any time and for any reason by providing at least 30 days’ notice

in writing to the Vendor.

- b. Following the termination or expiration of this Contract and as directed by the Client, the Vendor shall continue providing the Services and shall provide reasonable assistance to transfer the provision of the Services to another vendor. The provisions of this Contract shall continue to apply to the Services performed by the Vendor following the termination or expiration of this Agreement.
- c. Following the provision of Services pursuant to this Contract, (i) the Vendor shall give the Client all finished and unfinished Deliverables that have not been given previously to the Client; and (ii) the Client shall pay for the Services satisfactorily completed by the Vendor, less any payments previously made.
- d. Notwithstanding any other provision of this Contract, if the Client instructs the Vendor to stop all work, the Vendor shall, upon receipt of the notice, immediately cease performing any Services that would result in additional charges billed to the Client.

5. **Payment Terms.** The Vendor shall invoice the Client in arrears for Services provided during the invoice period. Any applicable taxes shall be invoiced as a separate item. Payments to the Vendor shall be dependent upon and subject to the availability of funds appropriated or allocated to the Client for the purpose set forth in this Contract. The Client shall pay all undisputed invoices within 30 days of receipt.

6. **Property Rights.**

- a. The Client shall own (a) the reports, recommendations, and other deliverables provided to the Client as part of the Services (the “Deliverables”); and (b) the copyright and other rights in the Deliverables; provided that, the Vendor and any third-party providers shall retain their rights in any of their data, models, methodologies, and other tools incorporated into or used to provide the Services (the “Vendor’s Content”); provided further that, the Vendor hereby grants the Client a nonexclusive, transferable, sublicensable, irrevocable, perpetual, royalty-free license to publish, copy, display, create derivative works from, and otherwise use, in whole or in part, the Vendor’s Content in the Deliverables and any derivative works created from the Deliverables.
- b. (i) The Vendor has or will obtain all of the rights necessary to perform the Services and to grant the Client the rights to the Deliverables and other Services pursuant to this Contract; (ii) neither the Services nor the programs and data used to develop or provide the Services violate any patents, trademarks, copyrights, trade secrets, or other proprietary rights of any third party; and (iii) the Vendor is not aware of any cause of action or claim asserting such infringement or violation.

7. **Confidentiality and Public Records Act.**

- a. Any information, data, instruments, documents, studies, or reports provided to the Vendor by or on behalf of the Client or obtained by the Vendor under this Contract (the “Client’s Data”) (a) shall be kept confidential by the Vendor; (b) shall be used by the Vendor only for the purpose(s) required to perform this Contract; and (c) shall not be divulged or made available to any individual or organization by the Vendor without the prior written approval of the Client or as required by applicable law (provided that, the Vendor shall provide prompt written notice to the Client of disclosure to the extent permitted by applicable law).
- b. The Vendor understands and acknowledges that the Client is a governmental agency subject to Chapter 132 (Public Records) of the North Carolina General Statutes, as the same may be interpreted under North Carolina law and amended from time to time (the “Public Records Act”). As such, notwithstanding anything to the contrary contained in this Contract, the Vendor acknowledges and agrees that any information determined in good faith by the Client to be subject to disclosure under the Public Records Act will not be treated as confidential information (including without limitation the Vendor’s response to the RFP) and may be disclosed by the Client as provided in the Public Records Act.

- c. The Vendor understands and acknowledges that in order for information provided to the Client by the Vendor to be eligible for the “trade secret” exception to the Public Records Act in N.C.G.S. § 132-1.2(1), the information must (i) constitute a trade secret as defined in N.C.G.S. § 66-152(3); and (ii) be marked or designated as “confidential” or as a “trade secret” at the time of its initial disclosure to the Client. Furthermore, the Vendor understands and acknowledges that regardless of whether material is marked “confidential” or “trade secret,” it will be exempted from the Public Records Act only to the extent authorized by North Carolina law.

8. Access to Persons and Records.

- a. The Vendor shall retain the books, records, documents, and reports maintained or created by the Vendor pursuant to this Contract for a period of seven (7) years following the termination or expiration of this Contract. In addition, the Vendor shall follow any litigation document hold or audit document hold instruction sent to the Vendor by the Client or the North Carolina State Auditor.
- b. Pursuant to N.C.G.S. § 147-64.7, the North Carolina State Auditor and his or her respective authorized employees or agents shall have access to the Vendor’s personnel, books, records, accounts, papers, reports, accounts, correspondence, databases, datasets, digital records, and other documentation that are in possession of the Vendor and pertain to the services in this Contract or to costs charged by the Vendor under this Contract (the “Vendor Documentation”). Any such examination shall be conducted at the State Auditor’s expense and made upon reasonable prior written notice to the Vendor and during the Vendor’s normal business hours. Any person examining the Vendor Documentation must comply with the Vendor’s security rules, policies, and procedures. In addition, the Client and the Client’s auditor shall have the right to examine the Vendor Documentation to the same extent and under the same terms provided in the first three sentences of this section. Such right shall include without limitation the right to make copies of the Vendor Documentation. The Vendor shall cooperate reasonably with the Client, the Client’s auditor, and the State Auditor in any examination pursuant to this section.

9. Assignment.

- a. The Vendor is prohibited from assigning this Contract, in whole or in part, or delegating any obligation under this Contract (by operation of law, sale or transfer of a majority of a party’s assets, merger, reorganization, or otherwise), except as permitted in writing by the Client. For clarity, assignment includes without limitation transfer to a successor entity in a merger, acquisition, sale or transfer of assets, or reorganization. Any purported assignment or delegation made in violation of this provision shall be void and a material breach of this Contract. The Client's rights, duties, and obligations under this Contract shall continue without interruption notwithstanding any reorganization of State government by the North Carolina General Assembly or in accordance with Chapter 143A of the North Carolina General Statutes. The Client may assign this Agreement to the North Carolina Investment Authority, which is the legal entity created by North Carolina Session Law 2025-6 to become the investment fiduciary of the North Carolina Retirement Systems effective January 1, 2026.
- b. If the Client provides written permission for the Vendor to use a subcontractor, the Vendor remains solely responsible for the performance of the subcontractor, including the Vendor’s Affiliates, and the subcontractor shall adhere to the same standards required of the Vendor. Any contracts made by the Vendor with a subcontractor shall include provision that (a) the Client is an intended third-party beneficiary of the contract; (b) the subcontractor has no contract with the Client; and (c) the Client shall be indemnified by the Vendor for any claim presented by the subcontractor to the Client. The Vendor shall timely exercise its contractual remedies against any non-performing subcontractor and when appropriate, substitute another subcontractor.

10. Compliance with Laws.

- a. The Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with this Contract,

including those of federal, state, local, foreign, and self-regulatory agencies having jurisdiction or authority (collectively, "Legal Requirements").

- b. Without limiting subsection (a), the Vendor has, and during the term of this Contract shall maintain, (i) a Certificate of Authority from the North Carolina Secretary of State; and (ii) any other registrations and licenses required for the Vendor to conduct business in the State of North Carolina.
- c. In the event that a change in Legal Requirements requires a change in the performance of the Services or the quality of the Deliverables prior to their performance or delivery, the Vendor shall promptly notify the Client in writing, indicating the specific Legal Requirement(s) that require such change. The Client reserves the right to accept any such changes, including any price adjustments occasioned thereby, or to terminate this Contract.

11. Equal Employment Opportunity. The Vendor shall maintain a non-discrimination policy and shall comply with all State and Federal laws relating to equal employment opportunity.

12. Insurance.

- a. The Vendor at its sole cost and expense shall procure and maintain, at a minimum, the following types and levels of insurance:
 - i. Professional liability insurance (errors and omissions) with limits of at least \$5,000,000.00 per claim and aggregate;
 - ii. Fidelity bond;
 - iii. Cybersecurity insurance with limits of at least \$5,000,000.00 per claim and aggregate and including without limitation coverage for sending breach notifications to, and providing credit monitoring for, affected individuals, investigating a breach, and paying any fines related to a breach;
 - iv. Commercial general liability insurance, with limits of at least \$1,000,000.00 per occurrence and aggregate;
 - v. Worker's compensation insurance, as required by the laws of North Carolina, as well as employers' liability coverage with minimum limits of \$500,000.00, covering all of the Vendor's employees who are engaged in any work under this Contract. If any work is subcontracted, the Vendor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under this Contract; and
 - vi. Automobile liability insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with this 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.
- b. Each insurance policy shall be written on an occurrence basis, and the Vendor shall maintain insurance to cover its acts or omissions related to the Services and its obligations under this Contract, including without limitation for claims made following the termination or expiration of this Contract.
- c. The commercial general liability policy shall include the Client as an additional insured with respect to liability imposed on the Client arising directly from the acts or omissions of the Vendor while providing the Services hereunder. The remaining policies shall cover (without limitation) claims against the Vendor by the Client and third parties.
- d. Obtaining and maintaining the required insurance coverage, as described above, is a material obligation of the Vendor and is of the essence of this Contract. All such insurance shall comply with all applicable laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that (i) are authorized to provide such coverage; (ii) have at least an A- rating by the A.M. Best Company; and (iii) are authorized by the North Carolina 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, applicable North Carolina laws.

- e. 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 this Contract.
- f. Proof of insurance shall be provided concurrent with the execution of this Contract and, thereafter, upon request by the Client.

13. Advertising. Without the prior written consent of the Client, the Vendor shall not use the name of the Client, the Plans, "North Carolina Supplemental Retirement Plans," or "North Carolina Total Retirement Plans" or any name derivative of or confusingly similar to the foregoing in any offering material, press release, brochure, notice, or other publication or in any written marketing presentation made in connection with the offering of the Vendor's services; provided that the Vendor may include the Client's name in the Vendor's representative client listing.

14. 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 by any act of war or other foreign military action, power interruption, common carrier delay, acts or orders of governmental authority, fire, nuclear or other explosion, riot, strikes, civil insurrection, earthquake, flood, hurricane, tornado, or other catastrophic natural events.

15. Sovereign Immunity. The Vendor acknowledges and agrees that the Client reserves all immunities, defenses, rights, and actions arising out of its sovereign status or under the Eleventh Amendment to the U.S. Constitution, and no waiver of any such immunities, defenses, rights, or actions shall be implied or otherwise deemed to exist by reason of its execution of this Contract, by any express or implied provision thereof, or by any actions or omissions to act by the Client or any of the Client's representatives or agents, whether taken pursuant to or prior to the Client's execution of this Contract. Notwithstanding the foregoing, the Client hereby acknowledges that the foregoing does not limit the validity of the contractual obligations of the Client hereunder and the legally binding nature of those obligations against the Client.

16. Ethics Policies.

- a. The Vendor has reviewed the Client's policies listed below and shall use its commercially reasonable efforts to prevent the Vendor, its Affiliates, their respective officers, partners, members, and principals, and the personnel who are expected to provide the Services (collectively, "Vendor Parties") from violating the following policies:
 - i. Ethics and Conduct Policy (Tier 1);
 - ii. Supplemental Ethics Policy (Tier 2); and
 - iii. Divestment and Contract Prohibition Policy.

The policies are available on the Department's website (<https://www.nctreasurer.gov/>).

- b. No Vendor Party has made or will make any gift to, or charitable donation as a result of a direct or indirect solicitation by, the Treasurer of the State of North Carolina or any employee of the Department.

17. Standard of Care. Without limiting any other provision of this Contract, the Vendor shall perform the Services under this Contract with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent professional acting in a like capacity and familiar with the Services to be provided under this Contract would exercise in providing such Services.

18. Conflicts of Interest. The Vendor represents, warrants, and covenants that no Vendor Party has, nor shall have during the term of this Contract, a financial interest or any other business relationship that would or may create a conflict of interest in its role in providing the Services under this Contract.

19. Disclosure.

- a. Except as disclosed in writing to the Client, no Vendor Party is or has been the subject of, or a defendant in: (i) an investigation or suspension or revocation of a license or certification by a U.S., state, local, or foreign governmental, regulatory, or self-regulatory body; (2) an enforcement action or prosecution (or settlement in lieu thereof) brought by a governmental authority or self-regulatory organization relating to a violation of the Legal Requirements or securities, tax, fiduciary, audit, accounting, consulting, or criminal laws; or (ii) a civil action (or settlement in lieu thereof) brought by one or more investors or clients relating to a violation of Legal Requirements or securities, tax, consulting, or fiduciary laws.
- b. To the best knowledge of the Vendor, there is no legal action of the types described in subsection (a) ("Legal Actions") that is threatened against a Vendor Party; and
- c. During the term of this Contract, the Vendor shall notify the Client promptly if it receives notice, or becomes aware, of any Legal Actions.

20. Information Security Requirements. The Vendor shall comply with the provisions of Attachment G Information Security Requirements in providing the Services.

21. Survival. The following sections shall survive the termination or expiration of this Contract: 1, 3, 4.a, 4.b, 6, 7, 8, 9, 13, 15, 20, 21, 23, 24, 25, 26, 28. In addition, all provisions of this Contract shall continue to apply to actions taken before the termination or expiration of this Contract.

22. Signature Warranty. Each signatory of this Contract warrants that he or she is duly authorized by the respective party to sign this Contract on behalf of and to bind his or her respective party to the terms and conditions herein.

23. Waiver. Any waiver of any term or condition of this Contract shall be effective only if in writing and signed by all parties hereto. Waiver by either party of any default or breach by the other party shall not be deemed a waiver of any subsequent default or breach.

24. Severability. It is the intent of the parties that the provisions of this Contract shall be enforced to the fullest extent permitted by applicable law. To the extent that the terms set forth in this Contract or any word, phrase, clause, or sentence is found to be illegal or unenforceable for any reason, such term, word, phrase, clause or sentence shall be modified, deleted, or interpreted in such a manner so as to afford the party for whose benefit it was intended the fullest benefit commensurate with making this Contract enforceable, and the balance of this Contract shall not be affected thereby, the balance being construed as severable and independent.

25. Entire Contract. This Contract and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral and written statements and agreements. The RFP (including any addenda), the BAFO, and the Vendor's responses to the RFP and BAFO are incorporated herein by reference. Conflicts among the documents that form this Contract shall be resolved in the following order of precedence (highest to lowest): (a) the provisions of this Contract (highest precedence); (b) the provisions of the BAFO; (c) the provisions of the RFP; (d) the Vendor's response to the BAFO; (e) and finally the Vendor's response to the RFP (lowest precedence).

26. Amendments. This Contract may not be amended orally or by performance. This Contract may be amended only by a written amendment duly executed by the Client and the Vendor. The parties waive the right to amend the provisions of this section orally.

27. Signatures. This Contract may be executed and delivered in one or more counterparts (including by email and facsimile transmission), each of which shall be deemed an original but both of which shall constitute one and the same instrument. A party's electronic (e.g., via DocuSign, Adobe Acrobat Sign, or an equivalent service) or scanned signature (e.g., PDF) on this Contract shall have the legal equivalent of a handwritten signature for all purposes.

28. Notices. All notices shall be in writing and sent by (i) hand delivery; (ii) United States registered or certified mail, return receipt requested; (iii) a national third-party courier that provides signature receipts of delivery; or (iv) email. Notices are effective as of the date of actual receipt. If a notice is sent by email and there exists an email acknowledgement confirming receipt, then the notice is effective as of the time of the transmission of the email notice.

a. Notices to the Client shall be sent to the following:

North Carolina Department of State Treasurer
Attn: Brandon Watson
3200 Atlantic Avenue
Raleigh, NC 27604
Email: Brandon.Watson@nctreasurer.com

Carbon-Copy (cc) to:
imdoperations@nctreasurer.com
AND
Reid.Chisholm@nctreasurer.com

b. Vendor shall provide point of contact information regarding where Notices to the Vendor shall be sent:

For Vendor Completion:

Name: _____
Title: _____
Address: _____
E-mail Address: _____

Either Party may change its contact person, address, or email address upon written notice sent in accordance with this section.

29. Taxes. The Client represents that the Client is a governmental entity of the State of North Carolina. The Vendor shall not invoice the Client for any Federal or state income taxes or other Federal or state taxes from which state governmental entities are exempt, unless required by the North Carolina Department of Revenue.

30. Key Personnel. The Vendor shall not add, remove, or replace Key Personnel assigned to the performance of this Contract without the prior approval of the Client. The individuals designated as Key Personnel for purposes of this Contract are those specified in the Vendor's response to the RFP.

31. No Third-party Beneficiaries. Neither this Agreement nor the provision of the Services hereunder is intended to confer any right or benefit on any third party. The provision of Services under this Agreement cannot reasonably be relied upon by any third party.

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ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

Historically Underutilized Businesses (HUBs) consist of minority, women, and disabled business firms that are at least fifty-one percent owned and operated by an individual(s) from one of these categories. Also included in this category are disabled business enterprises and non-profit work centers for the blind and severely disabled.

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, the disable, disabled business enterprises, and non-profit work centers for the blind and severely disabled. This includes utilizing individual(s) from these categories as subcontractors to perform the functions required in this Solicitation.

Vendor shall respond to questions below, as applicable.

For Vendor Completion (Part I and Part II):

PART I: HUB CERTIFICATION

Is Vendor a NC-certified HUB entity? YES NO

If **yes**, provide Vendor #: _____

If **no**, does Vendor qualify for certification as HUB? Yes No

Vendors that check "yes" will be referred to the HUB Office for assistance in acquiring certification.

PART II: PROCUREMENT OF GOODS - SUPPLIERS

For *Goods* procurements, are you using Tier 2 suppliers? Yes No

If **yes**, then provide the following information:

Company Name	Company Address	Website Address	Contact Name	Contact Email	Contact Phone	NC HUB certified?	Percent of total bid price

Need more information?

Questions concerning the completion of this form should be presented during the Q&A period through the process defined in the Solicitation document.

Questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at 984-236-0130 or huboffice.doa@doa.nc.gov

ATTACHMENT E: LOCATION OF WORKERS UTILIZED BY VENDOR

In accordance with NC General Statute G.S. 143-59.4, Vendor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of The Contract.

For Vendor Completion, Vendor shall complete items 1 and 2 below:

1. Will any work under this Contract be performed outside of the United States?

YES NO

If "YES":

- a) List the location(s) outside of the United States where work under the Contract will be performed by Vendor, any subcontractors, employees, or any other persons performing work under the Contract.

- b) Specify the manner in which the resources or workers will be utilized:

2. Where within the United States will work be performed?

NOTES:

- 1. The State will evaluate the additional risks, costs, and other factors associated with the utilization of workers outside of the United States prior to making an award.
- 2. Vendor shall provide notice in writing to the State of the relocation of Vendor, employees of Vendor, subcontractors of Vendor, or other persons performing services under the Contract to a location outside of the United States.
- 3. All Vendor or subcontractor personnel providing call or contact center services to the State of North Carolina under the Contract **shall disclose** to inbound callers the location from which the call or contact center services are being provided.

ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION

For Vendor Completion:

Vendor must check all applicable boxes below:

- Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.
- Date of latest audit: _____ (If no audit within past 18 months, explain reason below.)
- Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.
- Vendor is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.
- Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.
- Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.
- The person signing below is authorized to make the foregoing statements on behalf of Vendor.

For Vendor Completion:

If any one or more of the above boxes is NOT checked, Vendor shall explain the reason(s) in the space below. Failure to include an explanation may result in Vendor being deemed non-responsive and its submission rejected in its entirety.

The undersigned hereby certifies that the representations above is correct for the Certification for Financial Condition of the Vendor. Further, Vendor certifies this is a continuing certification and Vendor shall notify the NCDST within 30 days of any material change to any of the representations made herein.

Signature

Date

Printed Name

Title

[This Certification must be signed by an individual authorized to speak for the Vendor]

ATTACHMENT G: INFORMATION SECURITY REQUIREMENTS

Capitalized terms in the Information Security Requirements have the same meaning as in the General Contract Terms and Conditions or the RFP unless otherwise defined herein.

1. Definitions. The following definitions apply to this exhibit. Capitalized terms that are not defined in this exhibit have the same meaning as elsewhere in the Agreement.
 - a. “Client’s Property” means collectively the Client’s Data and the Deliverables.
 - b. “Data Policy” means the Statewide Data Classification and Handling Policy located at <https://it.nc.gov/document/statewide-data-classification-and-handling-policy>.
 - c. “Vendor’s Systems” means the Vendor sites and other Vendor housing systems, including without limitation the infrastructure, computer systems, networks, servers, and databases maintained by the Vendor or its agents or subcontractors in connection with the provision of the Services.
 - d. “Information Security Program” is defined in Section 6.
 - e. “Security Incident” means the following:
 - i. Loss, corruption, or unauthorized disclosure of, or unauthorized access to, the Client’s Property or the Vendor’s Systems;
 - ii. Fraudulent activity related to or affecting the Client’s Property, the Services, or the Vendor’s Systems;
 - iii. Introduction of viruses, disabling devices, or malware into the Client’s Property or the Vendor’s Systems;
 - iv. Any other malicious or inadvertent act that disrupts the access to, or the use or provision of, the Client’s Property, the Services, or the Vendor’s Systems; and
 - v. Any reasonably suspected attempt to perform an act in subsections (i)-(iv); however, certain low-risk attempts to breach network security, such as the incidents listed below, shall not constitute a Security Incident under this Agreement, provided that such attempts do not result in an actual breach of security and remain within the normal incident level.
 - A. Pings on the firewall
 - B. Port scans
 - C. Attempt to log on to a system or enter a database with an invalid password or username
 - D. Denial-of-service attacks that do not result in a server being taken off-line
 - E. Worms, viruses, and other malware
 - f. “State” means the State of North Carolina acting through the North Carolina Department of Information Technology or other state agency.
 - g. “Third-Party Security Assertion” A third-party security assertion is a formal declaration or certification provided by an independent third-party organization that verifies the security controls and practices of a vendor or service provider. These assertions are typically based on recognized security standards and frameworks, such as SOC 2, ISO/IEC 27001, or FedRAMP. They help organizations ensure that their vendors and service providers meet specific security requirements and protect sensitive data from unauthorized access, security incidents, and other vulnerabilities.
2. Protection of the Client’s Property. The Vendor shall protect the Client’s Property in its possession, or the possession of a subcontractor, from unauthorized disclosure, unauthorized access, loss, damage, or destruction by natural event.

3. Protection of Restricted Data. Without limiting any other provision of this exhibit or the Agreement, the Vendor shall (a) treat the Client's Property as High Risk (Highly Restricted) Data under the Data Policy; and (b) comply with the provisions of the Data Policy for such High Risk (Highly Restricted) Data, including without limitation the requirements for transferring or communicating information.

4. Security.
 - a. In order to protect the Client's Property, the Vendor shall provide, implement, and maintain (i) physically secure and encrypted backup of the Client's Property; (ii) secure passwords for the Vendor's Systems, as well as all appropriate administrative, physical, technical, and procedural safeguards to protect the Client's Property and the Vendor's Systems from a Security Incident.

 - b. The Vendor shall certify without exception the sufficiency of its security standards, tools, technologies, and procedures in providing Services under the Agreement.

 - c. All Vendor and/or third-party data centers, business applications or systems used under this Contract for the purpose of collecting, storing, processing, transmitting, or exchanging the Client's Property shall have, and maintain, valid, favorable Third-Party Security Assertions, certifications or assessment reports on all related security controls that are consistent with, and can be cross-walked to, the data classification level and security controls appropriate for moderate information system(s) per the National Institute of Standards and Technology ("NIST") SP 800-53 Rev. 5 or the most recent revision. To satisfy this requirement, such reports must have been issued within twelve (12) months prior to the anticipated Contract award date or be supplemented by bridge letters covering no more than three months subsequent to the report expiration date. The Vendor shall provide a crosswalk document along with full unredacted copies of the Third-Party Security Assertions, Certifications, or assessment reports, and any necessary bridge letters. The Vendor shall also identify which specific data centers, business applications or systems are covered by the third-party opinions or attestations will be used to provide the Services under this Contract. Opinion letters or security certification attestation letters will not be submitted in lieu of full report(s).

 - d. The Vendor hereby agrees that NCDST has the right to independently evaluate, audit, and verify such requirements as part of its evaluation and during the life of the Contract, including requesting the performance of a penetration test with satisfactory results. NCDST will verify any such Third-Party Security Assertions, Certifications, or assessment reports yearly during the life of the Contract, and the Vendor will be required to provide an updated report or bridge letter verifying that there have been no material changes in the controls reported since the issuance of the last report. Bridge letters will only be accepted for three months after the report expiration date to satisfy this requirement.

 - e. The Vendor shall agree that NCDST has the right to, based upon its evaluation, require that the Vendor maintain cyber breach liability insurance coverage in an amount specified by NCDST and/or commit to obtaining a favorable third-party opinion or attestation within a time period specified by NCDST as a condition of Contract award. The Vendor shall provide documentation of the amount of cyber breach liability insurance that it currently carries for all Vendor and/or third-party Data Centers and systems used to provide the Services under this Contract that will contain the Client's Property Data. If the Vendor is currently undergoing a third-party NIST SP 800-53 Rev. 5 (or most recent revision) compliant security assessment of such Data Centers, business applications or systems, the Vendor shall provide proof of purchase or a copy of its contract with the third party retained to perform the audit and the expected date for completion.

 - f. NCDST understands that security assessment reports and security information provided to NCDST for the purpose of this Contract may contain confidential information and/or trade secrets.

- g. If requested by the Client, the Vendor shall provide vulnerability assessment reports, penetration test reports, and similar security documentation.
 - h. The Vendor shall notify the Client within 24 hours of a Security Incident and shall meet with the Client as requested to discuss a Security Incident and the Vendor's response to the Security Incident.
5. Backup. The Vendor shall allow periodic backup of the Client's Property by the Client and the State to the State's infrastructure as the required by the State or Legal Requirements.
6. Information Security Program.
- a. The Vendor has implemented, and shall maintain, an effective written information security program ("Information Security Program") that includes administrative, technical, and physical safeguards and other security measures necessary to (i) ensure the security, confidentiality, and integrity of the Client's Data; (ii) protect against any anticipated threats or hazards to the security, confidentiality, and integrity of the Client's Data; (iii) protect against unauthorized access to, destruction, modification, disclosure or use of the Client's Data; and (iv) detect and respond to Security Incidents involving the Client's Data.
 - b. The Vendor's Information Security Program addresses, and during the term of the Agreement shall address, the following areas: (i) risk assessment and identification; (ii) data governance and classification; (iii) asset inventory and device management; (iv) access controls and identity management; (v) business continuity and disaster recovery planning and resources; (vi) system operations and availability; (vii) systems and network monitoring and security; (viii) system and application development and quality assurance; (ix) physical security and environmental controls; and (x) vendor management.
7. Compliance with Laws and Standards. The Vendor certifies that it shall treat the Client's Property in compliance with Legal Requirements and applicable industry standards with respect to privacy and data security, including without limitation any requirements implemented by the State under N.C.G.S. §§ 143B-1376 and -1377.
8. Access to Security Information. The Vendor shall allow the Client and the State reasonable access, at no cost, to security logs and reports, latency statistics, and other related security data regarding the Services and the Client's Property.
9. Movement of Client's Property. In the course of normal operations, it may become necessary for the Vendor to copy or move Client's Property to another storage destination on its online system and delete Client's Property found in the original location. In any such event, the Vendor shall preserve and maintain the content and integrity of the Client's Property.
10. Loss of Access. In the event of temporary loss of access to the Services, the Vendor shall promptly restore continuity of the Services, restore Client's Property in accordance with the Agreement, restore accessibility of Client's Property and the Services to meet the performance requirements in the Agreement. Failure to promptly remedy any such temporary loss of access may result in the Client exercising its remedies pursuant to the Agreement or in law or at equity.
11. Disaster. In the event of disaster or catastrophic failure that results in significant loss of the Client's Data or extended loss of access to the Client's Data or Services, the Vendor shall notify the Client by the fastest means available and in writing, with additional notification provided to the State Chief Information Officer or designee of the Client. The Vendor shall provide such notification within 24 hours after the Vendor reasonably believes there has been such a disaster or catastrophic failure. In the notification, the Vendor shall inform the Client of:
- a. The scale and quantity of the loss of the Client's Property;

- b. What the Vendor has done or will do to recover the Client's Property from backups and mitigate any deleterious effect of the loss of the Client's Property and the Services; and
- c. What corrective action the Vendor has taken or will take to prevent future loss of the Client's Property and the Services.

If the Vendor fails to respond immediately and remedy the failure, the Client may exercise its remedies under the Agreement or in law or at equity.

The Vendor shall investigate the disaster or catastrophic failure and shall share the report of the investigation with the Client. The Client, the State, and their respective agents shall have the right to lead (if required by Legal Requirements) or participate in the investigation. The Vendor shall cooperate fully with law enforcement and the Client, the State, and their respective agents.

12. Return and Destruction of Client's Property.

- a. Following the termination or expiration of the Agreement, cessation of business by the Vendor or other event preventing the Vendor from continuing to provide the Services, the Vendor shall not withhold the Client's Property or any other confidential information of the Client or refuse for any reason, to promptly return to the Client the Client's Property and any other confidential information of the Client (including copies) on such media as reasonably requested by the Client, even if the Client is then or is alleged to be in breach of the Agreement. As a part of the Vendor's obligation to provide the Client's Property pursuant to this provision, the Vendor shall also provide the Client any data maps, documentation, software, or other materials necessary, including, without limitation, handwritten notes, materials, working papers or documentation, for the Client to use, translate, interpret, extract, and convert the Client's Property.
- b. Following the return of the Client's Property, or upon the Client's request, the Vendor shall destroy all copies of the Client's Property that are in the possession of the Vendor or its subcontractor(s), including without limitation copies on disk, CD/DVD, backup tape, and paper. The Client's Property shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) approved methods and certificates of destruction shall be provided to the Client up on request.
- c. Notwithstanding subsections (a) and (b), the Vendor may retain the Client's Property to the extent necessary to comply with Legal Requirements or the Vendor's records retention policy.

13. Insurance. The Vendor at its sole cost and expense shall procure and maintain cybersecurity insurance with limits of at least \$5,000,000.00 per claim and aggregate and including without limitation coverage for sending breach notifications to, and providing credit monitoring for, affected individuals, investigating a breach, and paying any fines related to a breach.

14. Survival. The provisions of this exhibit shall survive the termination or expiration of the Agreement for as long as the Vendor or its subcontractor has possession of, or access to, the Client's Property.