

STATE OF NORTH CAROLINA

University of North Carolina at Wilmington

Request for Proposal: 72-PCWP24038

Auditing and Tax Services for UNCW Associated Entities

Date of Issue: 02/06/2024

Proposal Opening Date: 03/05/2024 11:00 AM ET

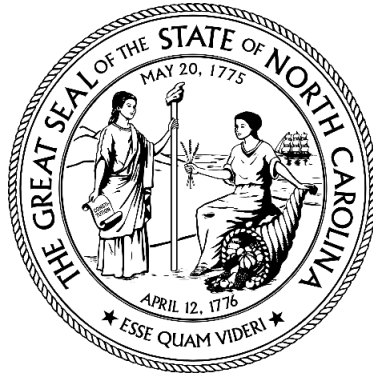
Direct all inquiries concerning this RFP to:

Carol W. Page, MPA, NCCM, CPPO

UNCW Purchasing Services

pagec@uncw.edu

910-962-3190



STATE OF NORTH CAROLINA

Request for Proposal

72-PCWP24038

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

Electronic responses ONLY will be accepted for this solicitation.

STATE OF NORTH CAROLINA University of North Carolina at Wilmington	
Refer <u>ALL</u> inquiries regarding this RFP to: Carol Page, MPA, NCCM, CPPO Purchasing Services pagec@uncw.edu 910-962-3190	Request for Proposal #: 72-PCWP24038 Proposals will be opened: 03/05/2024 2:00 PM ET <u>Zoom Meeting Link:</u> Meeting ID: 949 804 4566 Passcode: yDPx3E
Requisition No.: TBD	Commodity No. and Description: 84110000 Accounting & Bookkeeping Services

EXECUTION

In compliance with this Request for Proposals (RFP), and subject to all the conditions herein, the undersigned Vendor offers and agrees to furnish and deliver any or all items upon which prices are bid, at the prices set opposite each item within the time specified herein.

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

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

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

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

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

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

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

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

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

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #21):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:	FAX NUMBER:	
VENDOR’S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

Proposal Number: 72-PCWP24038

Vendor: _____

VALIDITY PERIOD

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

ACCEPTANCE OF PROPOSAL

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

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

The attached certification, by _____.

(Authorized Representative of the University of North Carolina at Wilmington)

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1.0 PURPOSE AND BACKGROUND

University of North Carolina Wilmington (UNCW), on behalf of its Associated Entities, is soliciting proposals from qualified firms of certified public accountants to audit these associated entities' Financial Statements for the fiscal year ending June 30, 2024 and to prepare the annual 990 reporting tax returns, with the option of auditing the entity's financial statements and preparing the 990 tax returns for two (2) subsequent fiscal years. The audits are to be performed in accordance with generally accepted auditing standards.

Proposals submitted will be evaluated by the entity. It is anticipated the selection of a firm will be completed by March 31, 2024. Following the notification of the selected firm, it is expected a contract will be executed between both parties by April 15, 2024. The intent of this solicitation is to award an Agency Specific Contract.

1.1 CONTRACT TERM

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

At the end of the Contract's initial term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to two (2) additional one-year terms. The State will give the Vendor written notice of its intent to exercise each option no later than thirty (30) days before the end of the Contract's then-current term. In addition to any optional renewal terms, and with the Vendor's concurrence, the State reserves the right to extend the Contract after the last active term.

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

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

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

2.2 E-PROCUREMENT FEE

ATTENTION: The E-Procurement fee does not apply to this solicitation. Section entitled **ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions** do not apply to this solicitation.

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

2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

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

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

Other than through the process of negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors'

instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor’s proposal shall constitute a firm offer that shall be held open for the period required herein (“Validity Period” above).

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

2.4 RFP SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFP	State	02/06/2024
Submit Written Questions	Vendor	02/21/2024 12 PM ET
Provide Response to Questions	State	02/23/2024
Submit Proposals	Vendor	03/05/2024 2:00 PM ET
Contract Award	State	03/31/2024

2.5 PRE-PROPOSAL CONFERENCE

[Reserved]

2.6 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.

Copies of the most recent audited financial reports and management letters for the seven associated entities are available upon request. Please email pagec@uncw.edu .

Written questions shall be emailed to pagec@uncw.edu by the date and time specified above. Vendors should enter “RFP # (*number above*): Questions” as the subject for the email. Question submittals should include a reference to the applicable RFP section

Questions received prior to the submission deadline date, the State’s response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to *the electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the RFP and an addendum to this RFP.

2.7 PROPOSAL SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Late bids, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor’s sole responsibility to ensure its proposal has been received as described in this RFP by the specified time and date of opening. The time and date of receipt will be marked on each proposal when received. Any proposal or portion thereof received after the proposal deadline will be rejected.

All proposal responses shall be submitted electronically via the electronic Vendor Portal (eVP). Additional information can be found at the eVP updates for Vendors link: <https://eprocurement.nc.gov/news-events/evp-updates-vendors>.

If confidential and proprietary information is included in the proposal, also submit one (1) signed, REDACTED copy of the proposal. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services or appropriate portions of

its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential.

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

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

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

2.8 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Failure to provide all required items, or Vendor's submission of incomplete items, may result in the State rejecting Vendor's proposal, in the State's sole discretion.

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

- a) Cover Letter, which must contain the following: (i) a statement that confirms that the proposer has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP, (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor's agreement to comply with all instructions, terms and conditions, and attachments.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- c) Completed and signed version of all EXECUTION PAGES, along with the body of the RFP (a copy of the entire RFP document).
- d) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- e) Vendor's Proposal addressing all Specifications listed in Section 5 of this RFP.
- f) Completed version of ATTACHMENT A: PRICING & QUESTIONS TO VENDORS
- g) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- h) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- i) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- j) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

2.9 ALTERNATE PROPOSALS

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

2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

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

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

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

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

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

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

3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

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

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

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

At the date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum, the proposal from each responding Vendor will be opened publicly. Negotiations after receipt of bids are authorized pursuant to G.S. 143-49 and 01 NCAC 05B.0503, and therefore, only the names of offerors shall be tabulated at the time of opening. Cost and price shall become available for public inspection at the time of the award. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

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

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

3.4 EVALUATION CRITERIA

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

- a) Price 30%
- b) Past experience and performance of the firm, with preference given to engagements of comparable schools and/or their associated nonprofit entities. 30%
- c) Quality of references, expertise, experience, qualifications of staff assigned to the project. 30%
- d) Completeness of proposal and willingness to accept North Carolina General Terms and Conditions 10%

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

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

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

3.6 INTERPRETATION OF TERMS AND PHRASES

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

4.0 REQUIREMENTS

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

4.1 PRICING

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

4.2 INVOICES

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

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

4.3 FINANCIAL STABILITY

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

Each Vendor shall certify it is financially stable by completing ATTACHMENT G: 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.

4.4 HUB PARTICIPATION

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

4.5 VENDOR EXPERIENCE

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

4.6 REFERENCES

Vendor shall provide at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. The State may contact these users to determine whether the Services

provided are substantially similar in scope to those proposed herein and whether Vendor’s performance has been satisfactory. The information obtained may be considered in the evaluation of the Proposal.

4.7 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 State.

4.8 PERSONNEL

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

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.

4.9 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.

4.10 QUESTIONS TO VENDORS

Vendor shall respond to each of the listed in **Attachment A; “Pricing and Questions to Vendors”**. Vendors are requested to keep responses concise and relevant and should not include generic marketing materials. Responses will be reviewed as part of the evaluation process. Failure to provide the requested information may result in disqualification.

4.11 AGENCY INSURANCE REQUIREMENTS MODIFICATION

A. 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

B. The Purchasing Agency has conducted a risk assessment and determined that certain default coverage provisions in the North Carolina General Terms and Conditions, paragraph entitled *Insurance*, should be increased from the minimums stated. Increased or

additional insurance coverage amounts for this Solicitation are as follows. Coverages not changed here remain as stated in the General Terms and Conditions.

- a) **Employer’s Liability** \$1,000,000
- b) **Commercial General Liability** \$2,000,000 Combined Single Limit
- c) **Automobile**
 - \$1,000,000 Bodily injury and property damage
 - \$1,000,000 Uninsured/under insured motorist
 - \$1,000 Medical payment

5.0 SPECIFICATIONS AND SCOPE OF WORK

UNCW is soliciting the services of qualified firms of certified public accountants to audit each of the associated entities’ financial statements for the fiscal year ending June 30, 2024 and to prepare the annual 990 reporting tax form. The audits are to be performed in accordance with the provisions contained in this request for proposals and in accordance with generally accepted auditing standards as set forth by the American Institute of Certified Public Accountants..

The firm is expected to render an opinion on the fair presentation of its basic financial statements in conformity with generally accepted accounting principles.

The firm will prepare the annual 990 tax reporting return. We are accustomed to filing Form 990 by the IRS 11/15 deadline and would prefer to continue filing at that time.

All the Associated Entities share a common accounting system with the University. Therefore, transactions for the entities and for the University are processed in the same manner and are subject to one set of internal controls. The software used is the Banner by Ellucian. All entities’ fiscal years begin on July 1 and end on June 30.

Copies of the most recent audited financial reports and management letters for the seven associated entities are available upon request. Please email pagec@uncw.edu .

UNCW Corporation I holds non-taxable bond debt. The Limited Obligation Bonds have a debt service coverage covenant, but it is tied to the university’s combined auxiliary revenues (Dining, Parking & Housing).

SEVEN (7) ASSOCIATED ENTITIES:

The Foundation of the University of North Carolina Wilmington, Inc. was organized as a 501(c) (3) North Carolina nonprofit corporation on February 9, 1962. The purpose of the Foundation is to solicit funds to promote the educational purpose of the University of North Carolina Wilmington. The University is the Foundation’s sole beneficiary. The Association has a June 30 year end, with a requirement to present an audited Financial Statement to the Foundation Board by September 30th of each year.

The UNCW Corporation was organized as a North Carolina nonprofit corporation on November 14, 2002, to enhance the University of North Carolina Wilmington’s educational mission, including, without limitation, overseeing and assisting with the acquisition and financing of capital assets for the University. Although legally separate from the University, the Corporation is considered a component unit of the University because the University’s governing body appoints the Board of Directors. Therefore, the Corporation’s financial statements are presented with those of the University. The Association has a June 30 year end, with a requirement to present an audited Financial Statement to the UNCW Corporation Board and the Office of State Controller by August 31st of each year.

UNCW Corporation II was organized as a North Carolina nonprofit corporation on March 20, 2008, to enhance the University of North Carolina Wilmington’s educational mission, including, without limitation, the acquisition of real property to support the University’s mission. Although legally separate from the University of North Carolina Wilmington, the Corporation is considered a component unit of the University because the University’s governing body appoints the Board of Directors. Therefore, the Corporation’s financial

statements are presented with those of the University. The Association has a June 30 year end, with a requirement to present an audited Financial Statement to the UNCW Corporation II Board and the Office of State Controller by August 31st of each year.

UNCW Research Foundation was organized as a North Carolina nonprofit corporation on March 24, 2003, for charitable, scientific, and educational purposes including, for such purposes, the awarding of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the IRS code. The Foundation works to expand its support for innovation and technology transfers at the University with support of the Research and Innovation academic unit's expertise and knowledge. Although legally separate from the University of North Carolina Wilmington, the UNCW Research Foundation is considered a component unit of the University because the University's governing body appoints the Board of Directors. Therefore, the Foundation's financial statements are presented with those of the University. The Association has a June 30 year end, with a requirement to present an audited Financial Statement to the UNCW Research Board and the Office of State Controller by August 31st of each year

UNCW Student Aid Association, Inc. was organized as a North Carolina nonprofit corporation on July 18, 1966, to aid, foster and promote the education of student athletes by soliciting donations for the athletic scholarship program at the University of North Carolina Wilmington. The Association encourages a fraternal spirit of loyalty and interest in the University by Alumni, friends, and benefactors. The University is the Association's sole beneficiary. The Association has a June 30 year end, with a requirement to present an audited Financial Statement to the Student Aid Association Board by September 30th of each year.

The Donald R. Watson Foundation, Inc. was organized on February 23, 1994, as a North Carolina nonprofit corporation whose purpose is to support charitable, religious, scientific, and education institutions which are tax-exempt and eligible to receive charitable donations under Section 170 (c) (1) or (2) of the IRS code. Specifically, the tax-exempt organizations provided for by the Foundation are the University of North Carolina Wilmington, Duke University, and St. John's Episcopal Church in Wilmington, NC. Funding may be provided for other similar educational, medical research, religious, or charitable organizations at the discretion of the Board of Directors. Although legally separate from the University, the Foundation is considered a blended component unit of the University because the University appoints a majority of the Foundation's Board of Directors. Therefore, the Foundation's financial statements are presented with those of the University. The Foundation has a June 30 year end, with a requirement to present an audited Financial Statement to the Board by August 31st of each year.

The Alumni Association of the University of North Carolina Wilmington was organized as a North Carolina nonprofit corporation on December 19, 1979 to solicit funds in order to promote and encourage fellowship among its members, alumni of the University of North Carolina Wilmington. The University is the Association's sole beneficiary. The Association has a June 30 year end, with a requirement to present an audited Financial Statement to the Alumni Association Board by September 30th of each year.

5.1 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 University to receive a better proposal, the Vendor is urged and cautioned to submit these items in the form of a question during the question-and-answer period in accordance with Section 2.6.

At minimum, the Vendor must demonstrate that it:

- a) Is independent and licensed to practice in North Carolina.
- b) Has no conflict of interest with regard to any other work performed by the firm and the affiliated entity or the University.
- c) The firm has a record of quality audit work supported by submission of its last external quality control review report.

Vendors not meeting these requirements will not be considered and their proposals will be rejected.

Copies of the most recent audited financial reports and management letters for the seven associated entities are available upon request. Please email pagec@uncw.edu .

5.2 TASKS/DELIVERABLES

5.2.1 Reports to be Issued:

Following the completion of the audit of the fiscal year’s financial statements, the auditor shall issue a report on the fair presentation of the financial statements in conformity with generally accepted accounting principles. Three (3) hard copies of the audit report will be submitted upon completion to the Office of Associated Entities. In addition to the hard copies, an electronic copy of the completed audit report should be provided.

The auditor shall communicate in a letter to management any reportable conditions found during the audit. A reportable condition shall be defined as a significant deficiency in the design or operation of the internal control structure, which could adversely affect the organization’s ability to record, process, summarize, and report financial data consistent with the assertions of management in the financial statements. In addition, the following conditions shall be considered reportable:

5.2.1.1 Irregularities and illegal acts. Auditors shall be required to make an immediate, written report of all irregularities and illegal acts of which they become aware to the audit committee.

5.2.1.2 Reporting the audit committee. Auditors shall assure themselves that the entity’s audit committee is informed of each of the following:

- a) The auditor’s responsibility under generally accepted auditing standards
- b) Significant accounting policies
- c) Management judgments and accounting estimates
- d) Significant audit adjustments
- e) Other information in documents containing audited financial statements
- f) Disagreements with management
- g) Management consultation with other accountants
- h) Major issues discussed with management prior to retention
- i) Difficulties encountered in performing the audit

5.2.2 Working Paper Retention and Access to Working Papers:

All working papers and reports must be retained, at the auditor’s expense, for a minimum of three (3) years, unless the firm is notified in writing by the entity of the need to extend the retention period. The auditor will be required to make working papers available, upon request.

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

5.2.3 Detailed Audit Plan:

The auditor shall provide the entity a detailed audit plan and a list of all schedules to be prepared by the entity by the dates on the following schedule:

<u>Associated Entities Audit Time Requirements</u>	UNCW Corporation	UNCW Corporation II	UNCW Research Foundation	The UNCW Student Aid Association, Inc.	The Alumni Association of the University of North Carolina at Wilmington	The Donald R. Watson Foundation, Inc.	The Foundation of the University of North Carolina Wilmington
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Detailed audit plan due	6/01/2024	6/01/2024	6/01/2024	6/01/2024	6/01/2024	6/01/2024	6/01/2024
Fieldwork completed	8/09/2024	8/09/2024	8/09/2024	8/30/2024	8/30/2024	8/09/2024	8/30/2024
Draft report due	8/23/2024	8/23/2024	8/23/2024	9/13/2024	9/13/2024	8/23/2024	9/13/2024
Final report issued	8/31/2024	8/31/2024	8/31/2024	9/20/2024	9/20/2024	8/31/2024	9/20/2024

a) Fieldwork

The auditor shall complete all fieldwork by dates indicated above.

b) Draft Reports

The auditor shall have drafts of the audit report and recommendations to management available for review by the Office of Associated Entities by dates indicated above.

c) Date Final Report is Due

The Office of Associated Entities will complete their review of the draft report as soon as possible. It is not expected that this process will exceed one week. During that period, the auditor should be available for any meetings or phone calls that may be necessary to discuss the audit reports. Once all issues for discussion are resolved, the final signed report shall be delivered to the Office of Associated Entities by the dates indicated on the schedule above. It is anticipated that this process will be completed, and the final report delivered by dates indicated on the form.

The final report and 15 signed copies should be delivered to the Office of Associated Entities, University of North Carolina Wilmington, 601 South College Road, Wilmington, NC 28403-5934.

d) Date Form 990 is Due

The firm shall prepare the 990 tax form in accordance with applicable federal regulations and deadlines for filing. Returns must be completed and delivered to the Office of Associated Entities at least 5 business days before filing due date.

5.2.4 Assistance to be Provided to the Auditor and Report Preparation:

a) Statements and schedules to be prepared by the staff of the Entities

The Entity Accountant will prepare statements and schedules as requested by the auditor.

b). Work Area, Telephones, Photocopying and FAX Machines

The Entity will provide the auditor with reasonable workspace, desks and chairs. The auditor will also be provided with access to telephone lines, photocopying facilities.

c) Report Presentation

Report presentation, editing and printing shall be the responsibility of the auditor

5.3 PROJECT ORGANIZATION

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

5.4 TECHNICAL APPROACH

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

6.0 CONTRACT ADMINISTRATION

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

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

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

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

The Vendor shall be required to designate and make available to the State for customer service. The customer service point of contact shall be the State’s point of contact for customer service-related issues (define roles and responsibilities).

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

6.2 POST AWARD PROJECT REVIEW MEETINGS

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

6.3 CONTINUOUS IMPROVEMENT

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

6.4 PERIODIC STATUS REPORTS

The Vendor shall be required to provide monthly, or otherwise agreed in writing, Management Reports to the designated Contract Lead on a periodic basis. This report shall include, at a minimum, information concerning the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated, and notification of any significant deviation from previously agreed upon work plans and schedules. These reports shall be well organized and easy to read. The Vendor shall submit these reports electronically using the format required by the Contract Lead. The Vendor shall submit the reports in a timely manner and on a regular schedule as agreed by the parties.

Within fifteen (15) business days of the award of the Contract the Vendor shall submit a final work plan and a sample report, both to the designated Contract Lead for approval.

6.5 ACCEPTANCE OF WORK

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

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

6.6 FAITHFUL PERFORMANCE

Any Contract may include terms ensuring a Vendor's performance such as: (1) a bond, or similar assurance; (2) liquidated damages; (3) a percentage of the Contract value held as a retainage; (4) withholding final payment contingent on acceptance of the final deliverable; and (5) any other provision that assures performance of the Vendor. The parties agree that the Vendor shall be subject to the following faithful performance requirements:

- 10% Retainage

6.7 TRANSITION ASSISTANCE

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the State, at the option of the State, for up to six (6) months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

6.8 DISPUTE RESOLUTION

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

During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. The Parties will agree on a reasonable amount of time to resolve a dispute. If a dispute cannot be resolved between the Parties within the agreed upon period, either Party may elect to exercise any other remedies available under the Contract, or at law. This provision, when agreed in the Contract, shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.9 CONTRACT CHANGES

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

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7.0 ATTACHMENTS

****IMPORTANT NOTICE****
RETURN THE REQUIRED ATTACHMENTS WITH YOUR RESPONSE
FOLLOW THE LINKS TO ACCESS EACH ATTACHMENT

ATTACHMENT A: PRICING AND QUESTIONS TO VENDOR

- **Price: 30% of total score**

Complete and return the Pricing associated with this RFP in the table below:

1. All labor costs, direct and indirect, expense and fees must be included in the proposed cost.

To Be Completed By Vendor:	Total Audit Fees Per Audit Report	Total Estimate # of Audit Hours	Total 990 Tax Preparation Fees	Total Estimate # of Tax Hours	Total Billable Fees	Total Estimate # of Staff Hours
The Foundation of UNCW						
The UNCW Corporation						
UNCW Corporation II						
UNCW Research Foundation						
UNCW Student Aid Association						
he Donald R. Watson Foundation						
The Alumni Association						
Total:						

- **Questions to Vendor:**

Please respond to each of the following questions. Vendors are requested to keep responses straightforward and to the point and should not include generic marketing materials. Responses will be reviewed as part of the evaluation process. Proposals that do not include the requested information may be deemed nonresponsive and may be subject to rejection.

1. Firm Background and Experience with Similar Engagements: 30%

- Provide background information on the organization and give details of experience and years of experience of the firm with FASB and GASB higher education universities and/ or their associated nonprofit entities.
- Provide a list of similar clients audited by the firm in the last three (3) years and the length of time that the firm has audited each.
- Provide the firm’s most recent peer review report.
- Provide a description of any regulatory actions taken against the firm or key personnel in the last three years.

2. Quality and Experience of Professional Personnel Assigned to the Engagement: 30%

- a. List key personnel who will perform the audit for each entity and their qualifications and experience with both FASB and GASB higher education universities and / or their associated nonprofit entities.

3. Completeness of proposal and willingness to accept NC General Terms and Conditions without exception (ATTACHMENT C): 10%

- a. Does the firm agree to NC terms as written and without exception?

ATTACHMENT B: INSTRUCTIONS TO VENDORS

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

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

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

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

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

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

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

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_HUB-Supplemental-Vendor-Information_9.2021.pdf

ATTACHMENT E: CUSTOMER REFERENCE FORM

Complete and return the Customer Reference Form, which can be found at the following link:

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Customer_Reference_Template_09.2021.pdf

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

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

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Location-of-Workers_09.2021.pdf

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

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

https://files.nc.gov/ncdoa/pandc/OnlineForms/Form_Certification-of-Financial-Condition_09.2021.pdf

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

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