



**NORTH
CAROLINA
HOUSING**
FINANCE AGENCY

*Request for Proposals
Audit Services*

RFP# FIN2026

Date of Issue: November 3, 2025

Proposals Must Be Submitted no later than 5:00 p.m. on December 12, 2025

Direct all inquiries concerning this RFP to:

FIN2026RFP@nchfa.com

or via regular or overnight mail to:

RFP #FIN2026

Finance Department

3508 Bush Street

Raleigh, NC 27609

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1.0 Background and Guidelines

1.1 Agency Background

The governing board of the North Carolina Housing Finance Agency (hereinafter called the “Agency”) invites qualified independent auditors (hereinafter called “auditor”) having sufficient governmental, banking, and financial institutions accounting and auditing experience in performing an audit in accordance with the specifications outlined in this Request for Proposal (RFP) to submit a proposal. There is no expressed or implied obligation for the Agency to reimburse firms for any expenses incurred in preparing proposals in response to this request.

The Agency is a public Agency and component unit of the State of North Carolina. The Agency was created under North Carolina General Statute 122A to provide financing for residential housing construction, new or rehabilitated, for sale or rental, to residents of the State with low and moderate incomes. Pursuant to its enabling legislation, the Agency is authorized to issue bonds and other obligations to fulfill its corporate purpose up to a total outstanding amount of \$12 billion. The debt obligations of the Agency do not constitute a debt, grant or line of credit of the State, and the State is not liable for the repayment of such obligations.

1.2 Anticipated Procurement Schedule

The Agency will make every effort to adhere to the following schedule:

Event	Responsible Party	Date
RFP Issued	NC Housing Finance Agency	November 3, 2025
Submit written questions deadline	Vendor	November 21, 2025
Agency responses to questions	NC Housing Finance Agency	December 5, 2025
Deadline to submit offers	Vendor	December 12, 2025
Offer Evaluation and Selection of Finalists	NC Housing Finance Agency	December 15 – December 19, 2025
Presentations	Selected vendors	January 5 – January 7, 2026
Negotiations with Finalists	Agency and selected vendors	January 8 – January 12, 2026
Best and Final Offers Deadline from Finalists	Selected vendors	January 16, 2026
Contract award	NC Housing Finance Agency	January 23, 2026
Protest Deadline	Responding Vendors	February 6, 2026 (or 15 days after the award date, whichever is later)

1.3 Purpose of Request for Proposals

The purpose of this RFP is to solicit proposals from vendors who offer services to perform the Agency’s annual financial statement and compliance audit.

Type of Audit - Requirements

The audit will encompass a financial and compliance examination of the Agency’s financial statements, supplementary information and compliance reports in accordance with the laws and/or regulations of the State of North Carolina, which include requirements for the minimum scope of the audit. The financial and compliance audit will cover federal, state, and local funding sources in accordance with Generally

Accepted Auditing Standards (GAAS); *Government Auditing Standards*, issued by the Comptroller General of the United States and Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* and applicable laws and regulations.

The final audit contract must be approved by the North Carolina State Auditor's Office as required by North Carolina General Statute 147-64.7(b)(2) before it can be effective.

Contract Term

A contract awarded pursuant to this RFP shall have an effective date as provided in the Notice of Award. Contracts will be awarded for one year with the option to renew by the Agency each year for up to two additional years.

The audit must be completed and reports rendered two months (August 31st) following the fiscal year ending June 30th.

The auditing firm is required to attend a planning meeting in May with the Audit Committee of the Board of Directors and Agency staff, prior to the audit commencement. The audit report, management letter, and other applicable reports must be supplied to the Chief Financial Officer (CFO) and the Audit Committee by September 10th. The auditing firm is then required to attend a post-audit meeting where they will present the final audit report, management letter, and other applicable reports to the Audit Committee for approval. Any other copies required will be charged on an as needed basis in addition to the quoted fee.

The financial audit opinion will cover the financial statements. Certain combining and individual financial statements, schedules, and related information are not necessary for fair presentation, but will be presented as additional data. This supplemental information will be subjected to testing and other auditing procedures applied in the audit of the financial statements and an opinion will be given as to whether the supplemental information is fairly stated in all material respects in relation to the financial statements taken as a whole.

The working papers shall be retained and made available upon request for no less than three years from the date of the audit report.

In the event that circumstances arise during the audit that require work to be performed in excess of the original estimates, any additional costs will be negotiated prior to commencement of the work and an amended contract will be approved by the CFO.

1.4 Contract Type

This request is for a close-ended contract between the Vendor and the Agency to provide a pre-determined service during a specified period of time. The Agency reserves the right to make partial, progressive or multiple awards: where it is advantageous to award separately by items; or where more than one supplier is needed to provide the contemplated specifications as to quantity, quality, delivery,

service, geographical areas; and where other factors are deemed to be necessary or proper to the purchase in question.

1.5 Offer and Request for Proposal Document

The Agency solicits offers for Services described in this Request for Proposal (RFP).

The RFP is comprised of the base RFP document, any attachments, and any addenda released before the contract award. All attachments and addenda released for this RFP in advance of any contract award are incorporated herein by reference and made a part of this RFP.

1.6 Questions and Requests for Additional Information

The Agency will accept questions and inquiries from all potential vendors. Potential vendors may submit their questions or inquiries via email or mail to the following:

Via email to: FIN2026RFP@NCHFA.com

or via regular or overnight mail to:

NCHFA
RFP #FIN2026
Finance Department
3508 Bush Street
Raleigh, NC 27609

Questions should be submitted in the following format:

Reference	Vendor Question
RFP Section, Page #	

The Agency reserves the right to decline to respond to any questions or inquiry that will cause an undue burden or expense for the Agency.

In order to provide the Agency with sufficient time to respond to questions and post responses to its website, the deadline for declaring intent to submit a proposal and submitting any related questions is no later than 5:00 p.m. on November 21, 2025. Responses to all questions received through this time and date will be posted within the "Request for Proposal" section of the Agency website on or before December 5, 2025. Questions received timely and their corresponding answers shall become an Addendum to this RFP. The Agency must receive all comments in writing. Oral answers are not binding on the Agency. Critical updated information may be included in these Addenda so it is important all Vendors bidding on this RFP periodically check the Agency's website for any and all Addenda that may be issued prior to the Contract Award date.

1.7 Instructions for Submission of Proposals

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. Vendors must adhere to the following general instructions in order to bring clarity and order to the offer and subsequent evaluation process:

- Organize the offer in the exact order in which the specifications are presented in the RFP.
- Proposals, including the Execution page of this RFP as executed by the Vendor, must be **received electronically no later than 5:00 pm (EST), on December 12, 2025**.
- Proposals must be provided in word searchable PDF format.
- Proposals can be emailed and a confirmation of receipt will be provided.
- Each page should be numbered and the offer should contain a table of contents, which cross references the RFP specifications and the specific page of the response in the Vendor's offer.

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

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

The following label must be affixed to the file: (1) Vendor name; (2) the RFP number; (3) the due date; and (4) the words "Proposal– Redacted Copy". **Pricing or total award costs are public records and shall not be marked confidential; however, pricing and total award costs are only confidential post contract award.**

Proposal Contents:

- a) Cover Letter: Must include a statement that confirms that the proposer has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- c) Completed and signed version of Execution Page
- d) Vendor's Proposal should include complete and comprehensive responses with a corresponding emphasis on being concise and clear. Elaborate offers in the form of brochures or other presentation material beyond that necessary to present a complete and effective offer are not desired.
- e) Completed and signed Attachment A: North Carolina Housing Finance Agency Terms and Conditions
- f) Completed and signed Attachment B: Description of Offeror
- g) Completed and signed Attachment C: Vendor Certification Form
- h) Completed Attachment D: Location of Workers Utilized by Vendor

- i) Completed Attachment E: References
- j) Completed Attachment F: Financial Review Form

1.8 Other Terms

The vendor must perform to the Agency's satisfaction should the vendor be selected to sign a contract. Once the contract is signed, any failure of the vendor to provide the designated principal representatives to attend meetings, provide data or to provide any other services which have been requested by the Agency may be considered to be a breach of performance and may result in immediate termination.

The Agency reserves the right to change or eliminate the auditing services for reason including, but not limited to, the following:

- 1. Personnel changes;
- 2. Mergers or acquisitions of firms;
- 3. Unsatisfactory performance;
- 4. Actual or apparent conflicts of interest; and
- 5. Elimination of need for marketing services

Vendor must read and sign Attachment A: Instruction to Vendors which includes but is not limited to the following; the Agency may:

- 1. Amend, modify or withdraw this RFP;
- 2. Amend any requirements of this RFP;
- 3. Enter into an agreement with one or more firms; and
- 4. Engage one or more firms.

2.0 Scope of Services

2.1 Background

Description of the Agency's Accounting and Financial Statement Processes

Basis of Presentation - The Agency applies all statements issued by the Governmental Accounting Standards Board (GASB) and also applies all Financial Accounting Standards Board Statements issued on or before November 30, 1989, except those that conflict with the GASB.

Programs - The Agency's accounts are organized on the basis of programs. Each program represents a separate accounting entity. Agency resources are allocated to these programs based on legal responsibility, fiscal accountability, and management designation. A summary of the Agency's primary programs are as follows:

Agency Programs - Direct administrative and operational activities, including operating expenses of various programs, are recorded in Agency Programs. Among the most active programs are the federal Low-Income Housing Tax Credit (LIHTC) program and the State Home Foreclosure Prevention Project (SHFPP). The Agency administers LIHTC for the State, evaluating applications for the tax credits and monitoring the rental properties for the compliance period to ensure that they meet federal program requirements, among other responsibilities. The Agency earns fees related to the applications and monitoring of LIHTC properties.

In 2008, the State authorized the formation of SHFPP in response to the foreclosure crisis. State statute requires that all parties who wish to initiate a foreclosure against a home in North Carolina remit a \$75 fee to the Agency. The fees collected are used to counsel and/or provide legal assistance to homeowners at risk of foreclosure. Any excess funds are allocated to the North Carolina Housing Trust Fund (HTF) annually.

Housing Trust Fund Programs - The North Carolina Housing Trust and Oil Overcharge Act created the HTF and the North Carolina Housing Partnership (Housing Partnership). The purpose of the HTF is to

increase the supply of decent, affordable, and energy-efficient housing for residents of the State with low and moderate incomes. The Housing Partnership is responsible for developing policy for the operation of several programs within the HTF. The Agency staff provides services to the Housing Partnership and administers the HTF programs.

Federal and State Programs - The Agency administers several federal programs including Section 8 Project-Based Contract Administration (Section 8 PBCA), Emergency Rental Assistance (ERA2), the combined HOME Investment Partnerships Program (HOME) and the HOME Investment Partnerships American Rescue Plan Program, Community Development Block Grant Disaster Recovery (CDBG-DR), and National Housing Trust Fund (NHTF). The Agency receives a fee for administering these programs. The HOME program is matched with State funds of up to \$3 million annually as appropriated by the General Assembly. Single Audits have been conducted most recently on Federal Programs as follows:

	Fiscal Year 2025	Fiscal Year 2024	Fiscal Year 2023
Section 8 PBCA	X	X	X
ERA2	X		
HOME			X
CDBG-DR		X	
NHTF			X

The Agency receives funds from DHHS for the Transitions to Community Living Voucher program (TCLV), the Key Rental Assistance (Key) program and other housing programs. TCLV is a tenant-based, rental assistance program, which also provides assistance with security deposits, holding fees and risk mitigation claims. The Key program provides assistance and services to low-income individuals with disabilities and those who are homeless.

Home Ownership Bond Programs - The Home Ownership Bond Programs were created through single-family trust agreements and are restricted as to their use. The proceeds of individual bond issues are used to purchase qualifying mortgage loans for single-family residential units.

The operations for the NC Home Advantage Mortgage (HomeAd) program are financed through the issuance of tax-exempt mortgage revenue bonds as well as the sale of mortgage-backed securities (MBS). In contrast to the Agency's former FirstHome program, which was funded with tax-exempt mortgage revenue bonds and the Agency owns the mortgage loans, all HomeAd production is pooled into MBS, regardless of the method of financing. The Agency continues to maintain an AA+ bond rating from Standard & Poor's Corporation and Aa1 from Moody's Investors Service.

Funds

The Agency maintains the following companies on the basis of programs. (Please note each company has multiple funds):

- Agency Programs
- Housing Trust Fund Programs
- Federal and State Programs
- Home Ownership Bond Programs

Agency Accounting Records

The governmental unit maintains its cash receipts journal, cash disbursements journal, general ledger, and accounts receivable ledger on local area network running with Windows.

You may view the Agency's annual audited Financial Statements and Schedule of Expenditures of Federal Awards on our website: <http://www.nchfa.com/About/financialstatements.aspx>

Assistance Available to Auditor

The Agency will make available to the auditor requested records and prepare and mail all necessary confirmations. A trial balance with budgeted amounts will be made available via client portal on Monday, August 7, 2026. The following will be completed and work papers prepared by the Agency's staff no later than August 7, 2026:

- The books of account will be fully balanced.
- All subsidiary ledgers will be reconciled to control accounts.
- All bank account reconciliations for each month.

The Agency's personnel will prepare the following items which would reasonably increase the efficiency and effectiveness of the audit:

General

- Narratives of accounting policies and procedures
- Working Balance Sheet for each fund.
- Working Statement of Revenues, Expenditures, and Transfers for each fund.
- General Ledger transaction detail reports for financial statement line item.
- A copy of the final budget as of June 30.
- A copy of all Board meeting minutes for the fiscal year.
- A copy of all operating and capital lease schedules itemizing contracts in force during the audit period.
- A copy of Agency policies, including travel and expense policies.

Cash and Investments

- All bank reconciliations for each month.
- Schedule of all investments for all funds at the audit date, showing book value and estimated market value at fiscal year-end.

Receivables

- Schedules of outstanding mortgage loan receivables as of the fiscal year end.

Investments

- Schedule of investment balances at year end.
- Detail of fiscal year activity (purchases and sales) for 98SF investments.

Current Liabilities

- Schedule of unearned revenues outstanding at year end.

Long-Term Debt

- Computation of vested vacation payable as of the audit date.
- Debt Schedule for each debt issue and related payments.

Grants

The following will be compiled for each grant:

- Grant agreement.

- Budget.
- All financial reports.
- Correspondence with the grantor Agency, including monitoring reports.
- Federal Assistance Listing # and/or pass-through grant #.

The following financial applications and related computer systems are used:

- General Ledger - Microsoft Dynamics 365 Business Central
- Accounts Payable - Microsoft Dynamics 365 Business Central and Fund Control System (internally developed software)
- Grant/Project Accounting - Microsoft Dynamics 365 Business Central and Fund Control System
- Payroll - Ceridian Payroll
- Fixed Assets - Microsoft Dynamics 365 Business Central
- In-house serviced Mortgage Loans - FICS Mortgage Servicer and FICS Commercial Servicer
- Home Ownership System – (internally developed software)

The Agency has outside servicers for our Homeownership Bond Programs

Our outside servicers each provide the Agency with a Uniform Single Attestation Program (USAP) letter as well as an Independent Auditor's Report on Compliance with Specific Requirements Applicable to Major HUD Programs (HUD letter).

Single Family loans are serviced by the following servicers:

- Bank of America
- PNC
- ServiSolutions
- SN Servicing
- Truist Bank
- U.S. Bank Home Mortgage

Trustee

Bank of New York Mellon – maintains accounts and manages transactions for all of the bond series.

3.0 Required Information to be Provided in Response to Proposal

Please address the following, noting that the proposal in its entirety is not to exceed 15 pages, single-spaced, with one-inch margins and minimum font size of 11 pt.:

Technical Proposal

The technical proposal should address the requested information below. The corresponding responses should begin with the number of the requested information.

1. Provide the anticipated staff hours that will be used in conducting the audit.
2. Indicate the number of people (by level) located within the local office that will handle the audit.
 - A. Describe the professional experience in government audits of each person assigned to the audit, including years on each job and his/her position while on each audit. Indicate the percentage of time each senior and highest-level personnel will be on site.

- B. Describe the relevant educational background of each person assigned to the audit. This should include seminars and courses attended within the past three years, especially those courses in governmental accounting and auditing.
 - C. Describe the professional experience of assigned individuals in auditing relevant government organizations, programs, activities, or functions (Housing Agencies).
 - D. Describe any specialized skills, training, or background in public finance of assigned individuals. This may include participation in State or national professional organizations, speaker or instructor roles in conferences or seminars, or authorship of articles and books.
3. Discuss the firm's national and/or local resources with respect to the Agency's questions on financial statement presentation, new pronouncements, GASBs, FASBs, etc.
 4. Discuss commitments you will make to staff continuity, including your staff turnover experience in the last three years.
 5. Provide a list of the local office's current and prior government audit clients, including the type(s) of services performed and the number of years served for each.
 6. Provide names, addresses, and telephone number of personnel of current and prior governmental audit clients and Housing Agencies who may be contacted for references.
 7. Indicate the experience of the local office in providing additional services to government clients by listing the name of each government, the type(s) of service performed, and the year(s) of engagement.
 8. Describe your audit organization's participation in AICPA-sponsored or comparable quality control programs (peer review). Provide a copy of the firm's current peer review.
 9. Describe how the firm meets professional independence standards.
 10. Is the firm adequately insured to cover claims? Describe liability insurance coverage arrangements.
 11. Describe any regulatory action taken by any oversight body against the proposing audit organization or local office.
 12. Describe how and why your firm is different from other firms being considered, and why our selection of your firm as our independent accountants is the best decision we could make.

Cost Proposal

Proposals should include completed cost estimate sheets and any other necessary cost information in a separate document marked – "Cost Estimate." The Agency plans to evaluate the qualifications of all firms submitting proposals before considering the Cost Estimate.

The cost proposal should consist of completed cost estimate sheets, which will include the following information:

1. Type of audit program used (tailor-made, standard government, or standard commercial).
2. Use of statistical sampling.
3. Use of computer audit specialists.
4. Organization of the audit team and the approximate percentage of time spent on the audit by each member.
5. Information that will be contained in the management letter.
6. Assistance expected from the Agency's staff, if other than outlined in the RFP.
7. Tentative schedule for completing the audit within the specified deadlines of the RFP.
8. Specify costs using the format below for the audit year July 1, 2025 to June 30, 2026. For the two audit years, which follow, list the estimated costs. The cost for the audit year ending June

30, 2026 is binding, while the two years which follow are estimated costs. Please also include a maximum not to exceed amount for the term of the contract.

- A. Manpower costs – Itemize the following for each category of personnel (partner, manager, senior, staff accountants, clerical, etc.) with different rates per hour.
 1. Estimate hours – categorized estimated hours into the following: on-site interim work, year-end on-site work, and work performed in the auditor’s office.
 2. Rate per hour
 3. Total cost for each category of personnel and for all manpower costs.
- B. Travel – itemize transportation and other travel costs separately.
- C. Cost of supplies and materials – itemize.
9. Other costs – completely identify and itemize
10. Billing arrangements
11. Other Information

4.0 Evaluation Process and Award

4.1 Minimum Evaluation Requirements

A Review Committee will evaluate the responses to this RFP. Each proposal will be evaluated to ensure that the applicant has complied with each section of this RFP and followed the formatting, organizational and submission requirements as described in this RFP. The Agency reserves the right to waive any minor informality or technicality in proposals received.

Vendors are advised this is a request for offers, not an offer or request to contract, and the Agency 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 Agency.

4.2 Evaluation Criteria

All qualified proposals will be evaluated and awards will be made to the Vendor(s) meeting the RFP requirements and achieving the highest and best final evaluation, based on the criteria described below.

- Responsiveness to work scope and program needs
- Demonstrated experience and expertise with similar projects as well as government entities
- Cost
- Comprehensiveness.
- Personnel assigned (bios, qualifications)

The Agency will not make an award based solely on the lowest price offered. The award will be based upon the criteria below with the objective of receiving the highest quality auditing services at affordable prices.

The Agency will award the Vendor with the most effective combination of qualifications, quality of services to be provided, understanding of the services needed and demonstration of the ability to identify and analyze key issues, experience with similar services, assurances and availability of key personnel, benefits to the Agency and costs.

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 for the Agency.

If your firm is selected for an interview, only Key Personnel who are expected to service the Agency's account on a day-to-day basis should make the oral presentation. A Vendor will be selected based upon the contents of their written proposal, oral presentation and Review Committee interview. During the evaluation period—from the date proposals are opened through the date the contract is awarded—each Vendor submitting a proposal (including its representatives, sub-contractors and/or suppliers) is prohibited from having any communication specific to this RFP with any person inside or outside the using Agency, issuing Agency, other government Agency office, or body (including the purchaser named above, department secretary, Agency head, members of the general assembly and/or governor's office), or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the contents of another Vendor's proposal, another Vendor's qualifications or ability to perform the contract and/or the transmittal of any other communication of information that could be reasonably considered to have the effect of directly or indirectly influencing the evaluation of proposals and/or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award, unless it is determined in the Agency's discretion that the communication was harmless, that it was made without intent to influence and that the best interest of the state would not be served by the disqualification. A Vendor's proposal may be disqualified if its sub-contractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of contract award). Only those discussions, communications or transmittals of information authorized or initiated by the issuing Agency for this RFP, general inquiries directed to the purchaser regarding requirements of the RFP (prior to proposal submission) or the status of the contract award (after submission) or communication with any current vendors on ongoing marketing projects are excepted from this provision.

5.0 Confidentiality and Prohibited Communication During Evaluation

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 the Agency, 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 will be disqualified from evaluation and award. This provision does not apply to communication enumerated in Section 1.6.

6.0 Best and Final Offer

The Agency may establish a competitive range based upon evaluations of offers, and request Best and Final Offer (BAFO) from the Vendor(s) within this range; e.g. "Finalist Vendor(s)". If negotiations or subsequent offers are solicited, the Vendor(s) shall provide BAFO(s) in response. Failure to deliver a BAFO when requested shall disqualify the non-responsive Vendor from Further Consideration. The Agency will evaluate the BAFO(s) and oral presentations, if any, as part of the Vendors' respective offers to determine final rankings.

7.0 Requirements

By submitting a proposal, the Vendor agrees to meet all Agency stated requirements in this section as well as any other specifications, requirements and terms and conditions in this RFP. In addition, Vendor agrees to follow the Instructions to Vendors and the Agency's General Terms and Conditions both attached as an attachment hereto and made a part hereof.

7.1 Contract Term

Contracts will be awarded for one year with the option to renew by the Agency each year for up to two additional years.

7.2 Pricing

Proposal prices shall constitute the total cost to the Agency for complete performance in accordance with the requirements and specifications herein. Vendor shall not invoice for any amounts not specifically allowed for in this RFP.

7.3 Invoices

Invoices will be billed by project as charges are incurred and/or on a monthly basis and are payable within 30 days of the date of the invoice. The Agency may, upon notice to the Vendor, withhold payment for work not performed in compliance with the contract and/or reasonably question any item reflected on the Vendor's invoices. Pending the settlement or resolution of the issue(s), the non-payment shall not constitute a default of the contract. The Agency shall pay all amounts due that are not in dispute.

7.4 Conflicts of Interest

According to N.C.G.S. § 133-32 it is unlawful for any contractor, subcontractor or supplier who (1) has a contract with a governmental Agency, (2) has performed under such a contract within the past year or (3) anticipates bidding on such a contract in the future, to make gifts or to give favors to any officer or employee of a governmental Agency. By execution of this RFP, you attest that you are not aware that any such gift has been offered, accepted or promised by any employees of your organization and you agree to ensure the employees of your organization comply with N.C.G.S. §133-32.

7.5 References

Utilizing Attachment E, Vendors must provide at least three references for which your company has provided services of similar size and scope to those proposed herein for the Agency. The Agency will contact these references to determine if the services provided are substantially similar in scope to those proposed herein and Vendor's performance has been satisfactory.

7.6 Personnel

Vendor shall not substitute key personnel assigned to the performance of the contract without prior written approval by the Agency. Vendor will agree to notify the Agency of any desired substitution, including the name(s) and references of Vendor's recommended substitute personnel. The Agency will approve or disapprove the requested substitution in a timely manner. If the Vendor substitutes any key personnel assigned to the contract without the approval of the Agency, the Agency may terminate the contract immediately. The Agency may, in its sole discretion, terminate the services of any person

providing services under the contract. Upon such termination, the Agency may request acceptable substitute personnel or terminate the contract services provided by such personnel.

7.7 Vendor's Representations

1. 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 agrees that it will not enter any agreement with a third party that may abridge any rights of the Agency under the contract. Vendor will serve as the prime contractor under the contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the Agency.
2. Vendor agrees to the North Carolina Housing Finance Agency Terms and Conditions found in the Attachment A.
3. Vendor warrants that it has the financial capacity to perform and to continue performing 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 the contract is not prohibited by any contract, or order by any court of competent jurisdiction. All Vendors must submit the Certification of Financial Condition attached as Attachment E.
4. The Agency may require the Vendor to enter into a Non-Disclosure and Confidentiality Agreement in a form acceptable to the Agency. See Attachment F.
5. The Agency reserves the right to conduct an Information Risk Assessment of Vendor to evaluate the nature and sensitivity of Agency data that may be accessed, processed, stored, or transmitted by the Vendor. Based on the outcome of the risk assessment, the Agency may, at its sole discretion, require the Vendor to undergo an annual information security review and/or systems audit. This may include, but is not limited to, the submission of security documentation, participation in security questionnaires, and/or third-party assessments of Vendor. Vendors will cooperate fully and implement any required remediation measures timely.
6. All documents, data, records, reports and other materials prepared or obtained by the Vendor in the performance of the contract shall be considered the property of the Agency. Upon termination or expiration of the contract, or upon the Agency's written requires, the Vendor shall promptly return all such materials to the Agency, or if directed by the Agency, securely destroy them in accordance with applicable Agency data destruction standards and provide written certification of destruction. The Vendor shall not retain copies of any Agency materials unless expressly authorized in writing by the Agency.

8.0 Execution—RFP# FIN2026

All Vendors submitting proposals under this RFP must execute this RFP below and return it with their proposal.

In compliance with this Request for Proposals, and subject to all the conditions herein, the undersigned 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 certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that 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 that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. 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. G.S. 133-32 and Executive Order 24 (2009) prohibit the offer to, or acceptance by, any North Carolina Housing Finance Agency ("Agency") employee associated with the preparing plans, specifications, estimates for public contract; 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 Agency, or from any person seeking to do business with the Agency. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted or promised by any employees of your organization.

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

Offer valid for at least 90 days from date of proposal opening. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the Agency issuing this RFP.

VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE:		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	E-MAIL:

Acceptance of Offer

If any or all of this offer are accepted by the Agency then the Agency will sign hereto and any subsequent Request for Best and Final Offer, if issued. Acceptance shall create a contract having an order of precedence as follows: Best and Final Offers, if any, Special Terms and Conditions specific to this RFP, Specifications of the RFP, and the agreed portion of the awarded Vendor's Offer. A copy of this acceptance will be forwarded to the awarded Vendor.

FOR NORTH CAROLINA HOUSING FINANCE AGENCY ONLY

Offer accepted and contract awarded this date _____.

By: _____

Print Name: _____

Title: _____

Attachments:

- Attachment A: North Carolina Housing Finance Agency Terms and Conditions
- Attachment B: Vendor Certification Form
- Attachment C: Location of Vendors Utilized by Vendor
- Attachment D: References
- Attachment E: Financial Review Form
- Attachment F: Confidentiality and Non-Disclosure Agreement

ATTACHMENT A: North Carolina Housing Finance Agency Terms and Conditions

The Agency and Vendor agree:

- (a) Vendor represents and warrants that (i) it is and will continue to be duly organized, validly existing and in good standing under the laws of the state of its incorporation throughout the term of this Agreement; (ii) it has the authority to enter into this Agreement; and (iii) that the Agreement is valid and binding upon the Vendor.
- (b) Vendor represents and warrants that the Services performed pursuant to this Agreement shall be performed in a professional manner by individuals well qualified to perform such work, and agrees to provide AGENCY, on request, with information concerning the individuals' experience which affirms these qualifications.
- (c) Vendor agrees to procure and maintain in force during the term of this Agreement, at Vendor's expense, a general liability policy or such other insurance policy that is reasonable and customary for the services provided under this Agreement.
- (d) Any restrictions on the non-disclosure by AGENCY of Proprietary Information or Confidential Information set forth in the Agreement shall not apply when and to the extent the Proprietary Information or Confidential Information is required to be disclosed by AGENCY under N.C.G.S. Chapter 132 regarding "Open Records" unless the records fall into an exception under the law.
- (e) Vendor or AGENCY may not assign any rights or obligations under the Agreement without the prior written consent of the other which consent may be withheld in either party's sole discretion.
- (f) Vendor agrees that its records, documents, files and work product as they relate to the Agreement, must be retained for a period of 3 years and shall be accessible to the AGENCY and its auditors including the North Carolina State Auditor's Office. Within a reasonable time after the AGENCY's request, Vendor shall promptly deliver all material, records, documents, and files as they relate to the services provided under the Agreement. No records shall be destroyed, purged or disposed of without the express written consent of AGENCY.
- (g) Vendor warrants and certifies that it is not currently under suspension or debarment by the federal government or by the State of North Carolina. Reference for US Government Debarred Vendors: <https://www.sam.gov> Reference for NC Debarred Vendors: <http://ww.doa.state.nc.us/pandc/actions.asp>
- (h) Vendor will comply with all applicable Federal and state laws and regulations as they relate to their business.
- (i) N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State. By execution of the Agreement, you attest, for Vendor and its employees, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.
- (j) The Agreement constitutes the entire agreement of the parties with respect to its subject matter and may not be modified in any way except by written agreement signed by both parties. There are no other agreements either expressed or implied with regard to this subject matter.
- (k) Vendor may not use the name, logo, trademarks or trade names of AGENCY in publicity releases, promotional material, customer lists, advertising, marketing or any other manner, whether written or oral without AGENCY's prior written consent.

- (l) AGENCY is a public Agency and instrumentality of the State of North Carolina existing pursuant to N.C.G.S. Chapter 122A and any statement in the Agreement regarding AGENCY's indemnification of Vendor or agreement to hold Vendor harmless shall only be in a manner and to the extent permitted under applicable law.
- (m) In the event that additional services are agreed upon between AGENCY and Vendor which fall outside the scope of work in the Contract, the parties shall execute an addendum to the Agreement describing the additional services, including the fees, schedule and deliverables for that specific service.
- (n) AGENCY may, upon notice to Vendor, withhold payment for work not performed in compliance with the Agreement and/or reasonably question any item(s) reflected on Vendor's invoices. Pending the settlement or resolution of the issue(s), the non-payment shall not constitute a default of this Contract. AGENCY shall pay all amounts due that are not in dispute.
- (o) AGENCY may, at its sole option, terminate any or all work outstanding, or any portion thereof, immediately upon written notice to Vendor. Upon receipt of notice of such termination, Vendor shall inform Customer of the extent to which performance has been completed through such date and deliver to Customer whatever work product and deliverables then exist in a manner prescribed by Customer. Vendor shall be paid for all work performed through the date of receipt of notice of termination as specified in the Agreement.
- (p) Any reference to the Agreement means the Agreement as modified or amended by this Attachment A. If any term of the Agreement or this Addendum conflict, then the terms of this Attachment A shall control.

Agreed by:

Authorized Signature:

Printed Name:

Title:

Date:

ATTACHMENT B: Vendor Certification Form

1) ELIGIBLE VENDOR

The Vendor certifies that in accordance with N.C.G.S. §143-59.1(b), Vendor is not an ineligible vendor as set forth in N.C.G.S. §143-59.1 (a).

The Vendor acknowledges that, to the extent the awarded contract involves the creation, research, investigation or generation of a future RFP or other solicitation; the Vendor will be precluded from bidding on the subsequent RFP or other solicitation and from serving as a subcontractor to an awarded vendor.

The State reserves the right to disqualify any bidder if the State determines that the bidder has used its position (whether as an incumbent Vendor, or as a subcontractor hired to assist with the RFP development, or as a Vendor offering free assistance) to gain a competitive advantage on the RFP or other solicitation.

2) CONFLICT OF INTEREST

Applicable standards may include: N.C.G.S. §§143B-1352 and 143B-1353, 14-234, and 133-32. The Vendor shall not knowingly employ, during the period of the Agreement, nor in the preparation of any response to this solicitation, any personnel who are, or have been, employed by a Vendor also in the employ of the State and who are providing Services involving, or similar to, the scope and nature of this solicitation or the resulting contract.

3) E-VERIFY

Pursuant to N.C.G.S. § 143B-1350(k), the State shall not enter into a contract unless the awarded Vendor and each of its subcontractors comply with the E-Verify requirements of N.C.G.S. Chapter 64, Article 2. Vendors are directed to review the foregoing laws. Vendors claiming exceptions or exclusions under Chapter 64 must identify the legal basis for such claims and certify compliance with federal law regarding registration of aliens including 8 USC 1373 and 8 USC 1324a. Any awarded Vendor must submit a certification of compliance with E-Verify to the awarding Agency, and on a periodic basis thereafter as may be required by the State.

4) CERTIFICATE TO TRANSACT BUSINESS IN NORTH CAROLINA

As a condition of contract award, awarded Vendor shall have registered its business with the North Carolina Secretary of State and shall maintain such registration throughout the term of the Contract.

Authorized Signature: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT C: Location of Workers Utilized by Vendor

In accordance with N.C.G.S. §143B-1361(b), Vendor must identify how it intends to utilize resources or workers located outside the U.S., and the countries or cities where such are located. The State will evaluate additional risks, costs, and other factors associated with the Vendor's utilization of resources or workers prior to making an award for any such Vendor's offer. The Vendor shall provide the following:

- a) The location of work to be performed by the Vendor's employees, subcontractors, or other persons, and whether any work will be performed outside the United States. The Vendor shall provide notice of any changes in such work locations if the changes result in performing work outside of the United States.
- b) Any Vendor or subcontractor providing support or maintenance Services for software, call or contact center Services shall disclose the location from which the call or contact center Services are being provided upon request.

Will Vendor perform any work outside of the United State?

☐ Yes

☐ No

ATTACHMENT D: References

REFERENCES:

The Vendor shall provide three (3) references of customers utilizing the proposed solution fully implemented in a setting similar to this solicitation's scope of work. References within like North Carolina communities / industries are encouraged.

The Vendor should have implemented the respective proposed service within the last three (3) years. Customer references whose business processes and data needs are similar to those performed by the Agency needing this solution in terms of functionality, complexity, and transaction volume are encouraged.

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

- a. Customer name
- b. Customer address
- c. Current telephone number of a customer employee most familiar with the offered solution implementation
- d. Customer email address
- e. Time period over which each offered solution implementation was completed
- f. Brief summary of the offered solution implementation
- g. List of offered solution products installed and operational
- h. Number of vendor or technical staff supporting, maintaining and managing the offered solution
- i. Number of end users supported by the offered solution
- j. Number of sites supported by the offered solution

ATTACHMENT E: Financial Review Form

Vendor shall review the Financial Review Form and provide responses in the gray-shaded boxes. Vendor shall not add or delete rows or columns in the Form, or change the order of the rows or column in the file.

1. Vendor Name:

2. Company structure for tax purposes (C Corp, S Corp, LLC, LLP, etc.):

3. Have you been in business for more than three years? ☐ Yes ☐ No

4. Have you filed for bankruptcy in the past three years? ☐ Yes ☐ No

5. In the past three years, has your auditor issued any notification letters addressing significant issues? If yes, please explain and provide a copy of the notification letters. ☐ Yes ☐ No

ATTACHMENT F: Non-Disclosure and Confidentiality Agreement

NON-DISCLOSURE and CONFIDENTIALITY AGREEMENT

This Mutual Non-Disclosure and Confidentiality Agreement is made and entered into as of the date set forth below by and between _____ with an office at _____, _____, _____ (“Company”), and the North Carolina Housing Finance Agency with an office at 3508 Bush Street, Raleigh, NC 27609 (“Agency”). The objective of this Agreement is to ensure the security and confidentiality of Confidential Information, as well as non-public consumer information; protect against any anticipated threat or hazards to the security or integrity of such information; and protect against unauthorized access to or use of such information that could result in substantial harm or inconvenience to any consumer.

WHEREAS, Agency and Company will be evaluating certain aspects of a prospective business relationship between them (the “Business Transactions”), and

WHEREAS, during these Business Transactions one party (the “Recipient”) may receive certain information about the other party (the “Discloser”) and its business operations or customers that are considered confidential by the Discloser or under law;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Disclosure of Confidential Information.** For purposes of this Agreement, “Confidential Information” of a party may include, but is not limited to: (i) technical data, security protocols, or intellectual property; (ii) information disclosed by such party relating to employees, contractors, consumers, or customers which, if released, would cause an unlawful invasion of privacy, including, but not limited to (a) “Non-Public Personal Information” as defined by Title V of the Gramm-Leach-Bliley Act (Public Law No. 106-102) and the regulations promulgated pursuant thereto which are applicable to a Discloser with regard to the customers and consumers of a Discloser, (b) “Consumer Information,” as defined by the Fair and Accurate Credit Transactions Act of 2003 (Public Law No. 108-159) and the regulations promulgated pursuant thereto, (c) any other non-public personal information and identifying information of or about consumers, applicants, clients or customers protected under applicable federal, state, and local law, and (d) any compilation or summary of any information or data that contains or is based on Confidential Information, including any metadata.

2. **Data Security**

(a) **Protection.** Recipient agrees and specifically warrants that it, its offices, directors, principals and employees, as well as any sub-contractors or third parties: (i) shall hold all Confidential Information received in the strictest confidence, (ii) shall use industry standard best practices to safeguard, protect, and maintain the confidentiality of such Confidential Information, (iii) shall not disclose such Confidential Information to third parties without the express written approval of the disclosing party, (iv) shall use such Confidential Information solely in accordance with the terms of this Agreement for the discussion and/or execution of the Business Transactions, and (v) shall promptly notify Discloser in writing of any actual or suspected loss or unauthorized use, disclosure or access of Discloser's Confidential Information of which it becomes aware, and take all steps reasonably requested by Discloser to limit, stop or otherwise prevent such loss or unauthorized use, disclosure or access. A Recipient shall comply with all applicable statutes, regulations, rules, and other laws regarding use, disclosure and safeguarding of any and all nonpublic personal consumer information or consumer identifying information, including without limitation, the Gramm-Leach-Bliley Act, the Fair and Accurate Credit Transactions Act of 2003, the Dodd-Frank Wall Street Reform and Consumer Protection Act, and any other applicable state or federal law relating to privacy. All Confidential Information must be encrypted in transit and at rest in accordance with industry standard best practices.

(b) **Destruction.** Upon termination or expiration of the contract, or upon written request of the Discloser, the Recipient shall promptly return or securely destroy all Confidential Information in its possession, custody, or control, including all copies, summaries, and derivative works thereof, regardless of format or medium.

If destruction is required by the Discloser, then the Recipient shall ensure that such destruction is performed in accordance with the standards set forth in NIST Special Publication 800-88 Revision 1: Guidelines for Media Sanitization, or any successor standard. This includes appropriate sanitization methods based on the classification of the data and the type of media, such as clearing, purging, or physical destruction.

The Recipient shall provide the Discloser with a written certification of destruction upon completion, identifying the date, method, and scope of destruction. Any retained data required by law or stored in routine backup systems shall remain subject to the confidentiality obligations of this Agreement for as long as it is retained.

3. **Exclusions.** The restrictions on use and disclosure set forth above shall not apply when and to the extent that the Confidential Information: (i) is or becomes generally available to the public through no fault of Recipient (or anyone acting on its behalf); (ii) was previously rightfully known to Recipient free of any obligation to keep it confidential; or (iii) is required to be disclosed by Recipient by applicable law or regulatory action. Notwithstanding the foregoing, the Company understands and agrees that the Agency is subject to the provisions of North Carolina General Statue Chapter 132 ("Open Records Law") and any agreement by the Agency related to the Company's Confidential Information is subject to and limited by its obligations under "Open Records Law". In the event that the Recipient is legally required (by oral questions, interrogatories, requests for information, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information, it is agreed that, to the extent not legally prohibited, the Recipient will give the Discloser prompt written notice of such requirement so that the Discloser may seek an

appropriate protective order or other remedy, and/or waive compliance with this Agreement, and that the Recipient will cooperate with the Discloser in seeking to obtain such protective order or other remedy. In the event that such protective order or other remedy is not obtained or the Discloser waives compliance with the relevant provisions of this Agreement, the Recipient will furnish only that portion of the Confidential Information that the Recipient is legally required to disclose in connection with such proceeding and use its best efforts to obtain assurances that confidential treatment will be accorded to such Confidential Information.

4. **Rights.**

(a) **Ownership of data.** All Confidential Information disclosed by one party to the other in connection with this Agreement shall be deemed to be the property of Discloser or the appropriate third-party owner, as the case may be. Except as Recipient reasonably requires to accomplish the purposes provided herein, Recipient shall not reproduce such Confidential Information, in whole or in part, without written authorization of Discloser. Upon termination or expiration of the Agreement, or upon written request of the Discloser, the Recipient shall promptly return to the Discloser or, at Recipient's option, destroy all documents, notes and other tangible materials representing the Confidential Information and all copies thereof, except such information that a party is incapable of technologically deleting or such information a party is required by law to retain, in either case, such information shall be held and maintained in accordance with the confidentiality provisions of this Agreement.

(b) **Return of Information.** Unless Discloser otherwise agrees in writing, all Confidential Information along with all other documents, memoranda, notes and all other writings whatsoever prepared by Recipient based on or arising out of the Confidential Information shall be returned to Discloser (without retaining any copies thereof) within ten (10) days from receipt of a demand therefor by Discloser; provided, however, that in the case of any information prepared by Recipient, Recipient may, in the alternative, destroy such information and thereafter supply Discloser with written certification and verification of its destruction. **Refer to Section 2 "Data Security".**

5. **Remedies.** Recipient acknowledges that any violation of the terms of this Agreement by Recipient or the Representatives may cause Discloser immediate and irreparable harm and that the damages which Discloser will suffer may be difficult or impossible to measure. Therefore, in the event of any actual or threatened violation of this Agreement, Discloser shall be entitled to seek and obtain a restraining order or an injunction, without the necessity of posting a bond therefore, restraining or enjoining such action or threatened action by Recipient, the Representatives or any entity or person acting by, through or in concert with Recipient or the Representatives. Such remedy shall be additional to and not a limitation upon any other remedy which may otherwise be legally available to Discloser, including but not limited to a remedy for damages occasioned by the breach of the terms of this Agreement (which damages shall include costs, expenses and reasonable attorneys' fees).

6. **General Terms.**

(a) **Governing Law; Severability.** This Agreement shall be governed by the laws of North Carolina without regard to its conflict of laws principles. The parties agree that jurisdiction and venue for any such matter arising out of or pertaining to this instrument shall be the courts of the State of North Carolina. If any provision of this Agreement is held to be void or unenforceable, in whole or in part, the other provisions of this Agreement shall continue to be valid and the parties shall replace the void or unenforceable provision with one that is valid and enforceable and most nearly approximates their original intentions.

(b) **No assignment.** Neither this Agreement nor any rights or obligations hereunder shall be assignable, delegable or otherwise transferable in whole or in part by either party.

(c) **Notices.** All notices or reports permitted or required under this Agreement will be in writing, and will be deemed effective when: (i) delivered by personal delivery, (ii) confirmed by the recipient, for notices delivered by electronic mail or facsimile transmission, or (iii) three days after being sent by certified or registered mail (return receipt requested) or overnight courier. Notices will be sent to the addresses set forth in this Agreement or such other address as either party may specify in writing.

(d) **Entire agreement.** This Agreement constitutes the entire agreement between the parties with respect to the Business Transaction, and supersedes any prior to contemporaneous discussions regarding the Business Transaction. This Agreement may not be amended or modified except in a writing that is signed by both parties.

(e) **Execution.** For purposes hereof, a facsimile or Portable Document Format (PDF) copy of this Agreement, including the signature page(s), will be deemed a valid original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall be effective as of the ____ of **[month, year]**.

[Company]

North Carolina Housing Finance Agency

By: _____

By: _____

Title:

Title:

3508 Bush Street

Raleigh, NC 27609