



STATE OF NORTH CAROLINA

Department of State Treasurer

**Foreign Tax Services for Supplemental Retirement Income
Plan of North Carolina (NC 401(k) Plan) and North Carolina
Public Employee Deferred Compensation Plan (NC 457 Plan)**

Date of Issue: September 20, 2021

Quote Opening Date: October 22, 2021

At 2:00 PM ET

Direct all inquiries concerning this RFQ to:

Reid Chisholm

Assistant General Counsel

Email: reid.chisholm@nctreasurer.com

Phone: 919-814-3843

EXECUTION

In compliance with this Request for Quote (RFQ), 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 quote, the undersigned Vendor certifies that:

- that this quote 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
- it is not an ineligible vendor as set forth in G.S. 143-59.1.

Furthermore, by executing this quote, 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.

The undersigned Vendor certifies that it, and each of its subcontractors for any contract awarded as a result of this RFQ, 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 State 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 State, or from any person seeking to do business with the State. By execution of this response to the RFQ, the undersigned certifies, for Vendor's entire organization and its employees or agents, that Vendor are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

A late quote or failure to execute/sign quote prior to submittal may render quote invalid and it MAY BE REJECTED.

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE:		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	EMAIL:

VALIDITY PERIOD

Offer valid for at least 120 days from date of bid opening, unless otherwise stated here: _____ days. After this date, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this RFQ.

SELECTION OF QUOTE

If the Vendor's quote is selected by the North Carolina Department of State Treasurer (the "Treasurer") and approved by the North Carolina Supplemental Retirement Board of Trustees (the "Board," and with the Department, the "Client"), the Vendor shall negotiate with the Department in good faith to execute a contract

that incorporates the Vendor's quote, this RFQ (including the Required Contractual Provisions in Attachment C), and any other terms reasonably requested by the Client. The selection or acceptance of a quote does not constitute a contract for the services in the quote.

FOR STATE USE ONLY:

Quote selected this _____ day of _____, 20____, by

(Authorized Representative of the North Carolina Department of State Treasurer)

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1.0 PURPOSE AND BACKGROUND

The North Carolina Supplemental Retirement Board of Trustees (the “Board”) and the North Carolina Department of State Treasurer (the “Department”) administer the Supplemental Retirement Income Plan of North Carolina (the “NC 401(k) Plan”) and the North Carolina Public Employee Deferred Compensation Plan (the “NC 457 Plan” and with the NC 401(k) Plan, the “Plans”). Both Plans use the same 11 white label funds as investment options, and the Plans’ assets are commingled for investment purposes in the North Carolina Supplemental Retirement Plans Group Trust (the “Group Trust”). The Group Trust is a tax-exempt group trust under Internal Revenue Service Revenue Rulings 81-100/2011-1 and is the Plans’ registered investment entity in foreign markets.

The Plans’ 11 investment options include the NC International Fund, an actively managed, separate account international equity fund with multiple underlying investment managers.

As of June 30, 2021, the Plans had combined assets of approximately \$15.8 billion and more than 290,000 participants.

Additional information on the Plans and their investment options is available [here](http://www.ncplans.prudential.com) (see www.ncplans.prudential.com). Additional information on the Board and various governing documents is available [here](http://www.myncretirement.com) (see www.myncretirement.com).

The Department seeks bids from firms to provide foreign tax services for the Plans, as described in Section 5.0 (Scope of Services) below (the “Services”). The Services include (1) tax filing and compliance services for investments in India and Taiwan and ad hoc advice for other countries (“Compliance Services”); and (2) tax reclaims, exemptions (relief at source), and European Court of Justice claims (“Reclaim Services”). A Vendor can bid on the Compliance Services only, the Reclaim Services only, or both types of Services. The response to this RFQ should cover the type(s) of Services on which the Vendor is bidding. The Client may select your proposal for the Compliance Services, the Reclaim Services, both, or neither.

1.1 CONTRACT TERM

The Contract shall have an initial term of five (5) years, beginning on April 1, 2022 (the “Effective Date”). At the end of the Contract’s current term, the Client shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of two (2) additional one-year terms. The Client will give the Vendor written notice of its intent to exercise each option no later than 30 days before the end of the Contract’s then-current term.

2.0 GENERAL INFORMATION

2.1 REQUEST FOR QUOTE DOCUMENT

The RFQ is comprised of the base RFQ document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFQ in advance of any Contract award are incorporated herein by reference.

2.2 E-PROCUREMENT SOLICITATION

ATTENTION: This is NOT an E-Procurement solicitation. Paragraph entitled ELECTRONIC PROCUREMENT subsections (d) and (e) of the North Carolina General Contract 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 RFQ TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions, the Required Contractual Provisions (Attachment C), all relevant exhibits and attachments, and any other components made a part of this RFQ and comply with all requirements and specifications herein. Vendors also are responsible for obtaining and complying with all addenda and other changes that may be issued in connection with this RFQ.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this RFQ, those must be submitted as questions in accordance with the instructions in Section 2.5 QUOTE QUESTIONS. 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 RFQ addendum. The State may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question-and-answer period. Other than through this process, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's quote. This applies to any language appearing in or attached to the document as part of the Vendor's quote that purports to vary any terms and conditions or Vendors' instructions herein or to render the quote non-binding or subject to further negotiation. Vendor's quote shall constitute a firm offer. **By execution and delivery of this RFQ Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's quote as nonresponsive.**

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

2.4 RFQ SCHEDULE

The table below shows the *intended* schedule for this RFQ. The Client will make reasonable efforts to adhere to this schedule.

Event	Responsibility	Date and Time
Issue RFQ	Client	September 20, 2021
Submit Written Questions	Vendor	September 27, 2021 at 10:00 AM ET
Provide Response to Questions	Client	On or before October 1, 2021 by 5:00 PM ET
Submit Quotes	Vendor	October 22, 2021 at 2:00 PM ET
Interview(s) of Finalist(s) (if applicable)	Client /Vendor(s)	TBD
Board Meeting	Client	December 2, 2021 at 9:00 AM ET
Contract Award	Client	TBD
Contract Effective Date	Client	April 1, 2022

2.5 QUOTE QUESTIONS

Upon review of the RFQ documents, Vendors may have questions to clarify or interpret the RFQ in order to submit the best quote possible. To accommodate the Quote Questions process, Vendors shall submit any such questions by the above due date.

Written questions shall be emailed to Reid Chisholm at reid.chisholm@nctreasurer.com by the date and time specified above. Vendors should enter "RFQ # _____ Questions" as the subject for the email. Question submittals should include a reference to the applicable RFQ section and be submitted in a format shown below:

Reference	Vendor Question
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RFQ Section, Page Number	Vendor question ...?
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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 on the Department's website at www.myncretirement.com/governance/boards-trustees-and-committees/supplemental-retirement-board-trustees and shall become an addendum to this RFQ. 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 RFQ, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in an addendum to this RFQ.

2.6 QUOTE SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Vendor shall bear the risk for late submission due to unintended or unanticipated delay – whether submitted electronically, delivered by hand, U.S. Postal Service, courier or other delivery service. It is the Vendor's sole responsibility to ensure its quote has been received as described in this RFQ by the specified time and date of opening. The time and date of receipt will be marked on each quote when received. Any quote received after the quote deadline may be rejected.

Mailing address
Foreign Tax Services NC Department of State Treasurer Attn: Patti Hall, Supplemental Retirement Plans 3200 Atlantic Avenue Raleigh, NC 27604

For quotes submitted via U.S. mail, please note that the U.S. Postal Service generally does not deliver mail to a specified street address but to the State's Mail Service Center. Vendors are cautioned that quotes sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the Department on the due date in time to meet the quote deadline. All Vendors are urged to take the possibility of delay into account when submitting a quote by U.S. Postal Service, courier, or other delivery service. **Attempts to submit a quote via facsimile (FAX) machine, telephone or email in response to this RFQ shall NOT be accepted.**

- a) Submit **two (2) signed, original executed** quote responses, **one (1) photocopy**, **one (1) un-redacted copy on a flash drive**, and **one (1) redacted** (Proprietary and Confidential Information Excluded) copy on a flash drive of your quote simultaneously to the address identified in the table above. The file content of all electronic copies **shall NOT** be password protected but shall be in a .PDF or .XLS format and shall be capable of being copied to other sources.
- b) Flash Drive One (Non-Redacted): Must contain the entire quote response including any proprietary information and have the following label affixed to the drive: 1) Vendor name; (2) RFQ for Foreign Tax Services; and (3) the words "Non-Redacted Copy."
- c) Flash Drive Two (Redacted): Must contain the quote response **excluding** any proprietary information identified as confidential and proprietary in accordance with Paragraph 29 of the Instructions to Vendors. The Department of State Treasurer, in responding to public records requests, will release the

contents of this file and any redacted information determined in good faith by the Department to be subject to disclosure under the North Carolina Public Records Act (N.C. Gen. Stat. Chapter 132). It is the sole responsibility of the Vendor to ensure that this file complies with the requirements of, Paragraph 29 of the Instructions to Vendors. The following label must be affixed to the file: (1) Vendor name; (2) RFQ for Reign Tax Services; and (3) the words "Redacted Copy".

- d) Failure to submit a proposal in strict accordance with these instructions may constitute sufficient cause to reject a Vendor's proposal(s).
- e) Clearly mark each response package with: the (1) Vendor's name; (2) RFQ for Foreign Tax Services; and (3) the due date. Address the package(s) for delivery as shown in the table above. If Vendor is submitting more than one (1) proposal, each quote response shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed envelopes from a single Vendor may be included in the same outer package.

Critical updated information may be included in Addenda to this RFQ. It is important that all Vendors submitting responses to this RFQ periodically check the Department's website at www.myncrretirement.com/governance/boards-trustees-and-committees/supplemental-retirement-board-trustees 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 RFQ and all addenda thereto.

2.7 SUBSTITUTE W-9 PROCESS FROM THE OFFICE OF THE STATE CONTROLLER

Upon the award of this contract, and prior to receiving any payment or reimbursement thereunder, the selected Vendor will be required to complete and submit the Office of State Controller's ("OSC") Substitute W-9 Form to the Department. If the successful Vendor has not previously submitted a Substitute W-9 Form to the State –likely because the Vendor has not previously contracted with any North Carolina State government entity – such Vendor will be required to complete and submit to the Department, the *Request for Taxpayer Identification* Substitute W-9 Form. If the successful Vendor has an existing Substitute W-9 Form on file with the State, but the tax information contained in that *form is no longer accurate, such Vendor will be required to complete and submit to the Department the Modification to Existing Vendor Records* Substitute W-9 Form. In either case, the successful Vendor shall make its submission by emailing the appropriate form to the Department's Financial Operations Division at the following address: DSTAccountsPayable@nctreasurer.com.

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

2.8 VENDOR REMITTANCE ADDRESS

Vendor shall provide its "Remit To" address below for all goods, and/or services, completed under this Contract. This address must match the address identified on all invoices and be the address registered with the NC Vendor Portal and Office of the State Controller.

Name: _____

Street: _____

City/State: _____

Zip Code: _____

2.9 RFQ RESPONSE CONTENTS

Vendors shall populate all attachments of this RFQ that require the Vendor to provide information and include an authorized signature where requested. Vendor RFQ responses shall include the following items and those attachments should be arranged in the following order:

- a) Cover Letter: Must include a statement that confirms that the Vendor has read the RFQ in its entirety, including all links, and all addenda released in conjunction with the RFQ.
- b) Title Page: Include the company name, address, phone number and authorized representative along with "RFQ for Foreign Tax Services."
- c) Completed and signed version of EXECUTION PAGES
- d) Response to Section 4.4 (Financial Stability)
- e) Response to Section 4.9 (Questions to Vendor)
- f) Response to Section 5.1 (General)
- g) Response to Section 5.4 (Technical Approach)
 - i. Compliance Services
 - ii. Reclaim Services
- h) Completed version of ATTACHMENT A: PRICING
- i) Completed and signed version of ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR
- j) Completed and signed version of ATTACHMENT E: SECURITY OF DATA REQUIREMENTS
- k) Completed and signed version of ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION
- l) Completed and signed version of ATTACHMENT G: HUB SUPPLEMENTAL VENDOR INFORMATION

2.10 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **AFFILIATE:** (a) any person or entity that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such person or entity; or (b) any third party used to provide the Services.
- b) **AMENDMENT:** A document issued to supplement the original solicitation document.
- c) **BAFO:** Best and Final Offer, submitted by a Vendor to alter its initial offer, made in response to a request by the issuing agency.
- d) **BOARD:** North Carolina Supplemental Retirement Board of Trustees.
- e) **CONTRACT:** The contract, if any, between the Department and the Board, on the hand, and the Vendor, on the other, that covers the Services described in this RFQ.
- f) **CLIENT:** The Department and the Board, jointly, as the prospective contracting entity with the Vendor.
- g) **DEPARTMENT OR NCDST:** North Carolina Department of State Treasurer.
- h) **E-PROCUREMENT SERVICE(S):** The program, system, and associated Services through which the State conducts electronic procurement.
- i) **IPS:** Interactive Purchasing System.
- j) **OFFER:** The bid or proposal submitted in response to this solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.
- k) **OFFEROR:** The single legal entity submitting the Offer. The term Bidder is used interchangeably with the term Offeror or Vendor.
- l) **QUALIFIED PROPOSAL:** A responsive proposal submitted by a responsible Vendor.

- m) **RESPONSIBLE:** Refers to a Vendor who demonstrates in its Offer that it has the capability to perform the requirements of the solicitation.
- n) **RESPONSIVE:** Refers to an Offer that conforms to the requirements of the solicitation in all respects to be considered by the Department for award.
- o) **RFQ:** Request for Quote
- p) **SERVICES or SERVICE DELIVERABLES:** The services described in Section 5.0 (Scope of Services) of this RFQ.
- q) **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
- r) **STATE AGENCY:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, boards, commissions, institutions of higher education and other institutions.
- s) **VENDOR / YOU / YOUR:** Supplier, bidder, offeror, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Request for Quote.
- t) **VENDOR PARTIES:** The Vendor, its Affiliates, their respective officers, partners, and principals, and the personnel who are expected to provide the Services.

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

All qualified responses will be evaluated, and awards will be made to the Vendor(s) meeting the RFQ requirements and achieving the highest and best final evaluation, based on the criteria described below in Section 3.4 EVALUATION CRITERIA.

In consideration of the best interests of the Plans, the Client may award a Contract to a Vendor for part or all of the Services or may cancel this RFQ in its entirety without awarding a Contract. The intent of this RFQ is to select (1) a single Vendor to provide the Compliance Services and the Reclaim Services; or (2) one Vendor to provide the Compliance Services and another Vendor to provide the Reclaim Services.

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFQ is under evaluation, the proposer, including any subcontractors and suppliers are prohibited from engaging in conversations intended to influence the outcome of the evaluation. See Paragraph 29, CONFIDENTIAL INFORMATION, of the INSTRUCTIONS TO VENDORS.

3.3 PROPOSAL EVALUATION PROCESS

The State will conduct a one-step evaluation of responses:

Responses will be received according to the method of submission specified in Section 2.6 PROPOSAL SUBMITTAL.

All responses must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFQ. Vendors are cautioned that this is a request for offers, not an offer or request to

contract, and the Client 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 Plans.

At the date and time noted in this RFQ, the response from each Vendor will be opened.

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

The Department reserves the right to conduct interviews with one or more of the highest-ranked Vendors. Information gathered from the interview may be used in the evaluation process.

Upon completion of the evaluation process, the Department of State Treasurer may select one or more responses based on the evaluation. Selection of a proposal from one Vendor does not mean that the other responses lacked merit but that, all factors considered, the selected response was deemed most advantageous and represented the best value to the Plans.

The Department may request a best and final offer from one or more Vendors. In addition, the Department reserves the right to reject all original offers and request one or more of the Vendors submitting proposals to submit best and final offers (BAFOs), prepared in collaboration with the Department after the initial responses to the RFQ have been evaluated.

Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the Client 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 Plans.

3.4 EVALUATION CRITERIA

All qualified proposals will be evaluated under a Best Value methodology, which is on a determination of the proposal that offers the best trade-off between price and performance, where quality is considered an integral performance factor. The award is made based on considering the quality of the responses to this RFQ, including the criteria below, with the goal of selecting a proposal that is the most advantageous to the Plans. The evaluation criteria are listed with no specific percentage or weight assigned. Responses will be evaluated using the best-value, trade-off method by evaluating the strengths and weaknesses of each proposal against the evaluation criteria and other proposals received.

1. Pricing (Attachment A)
2. Technical Approach, as applicable
 - Demonstration of Technical Approach to Complete Compliance Services, as described in Section 5.2
 - Demonstration of Technical Approach to Complete Reclaim Services, as described in Section 5.3
3. Responses to Questions to Vendors, Section 4.9
4. Demonstration of Security of Data Requirements, Section 4.2

5. Demonstration of Financial Stability, Section 4.4
6. Responses to Vendor References, as applicable, Section 4.5

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall complete ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR. In addition to any other evaluation criteria identified in this RFQ, the Client 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 Plans:

- a) Total cost to the Client
- 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 Request for Quote serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the Department; 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 quote responses should be evaluated or rejected, the Department will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the Department's needs as described in the Request for Quote. Except as specifically stated in the Request for Quote, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the Department exercising its discretion to reject a proposal in its entirety.

4.0 REQUIREMENTS

This Section lists the requirements related to this RFQ. 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 RFQ. If a Vendor is unclear about a requirement or specification or believes a change to a requirement would allow for the Client to receive a better proposal, the Vendor is urged and cautioned to submit these items in the form of a question in accordance with Section 2.6.

4.1 PRICING

Proposal price shall constitute the total cost to the Client for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. Complete ATTACHMENT A: PRICING FORM and include in Proposal.

4.2 SECURITY OF DATA REQUIREMENTS

With its submission to this RFQ, Vendor shall certify to the Client that its security standards and any system, tool, technology, and/or procedure proposed for providing the Services under this Contract shall be compliant with **ATTACHMENT E: SECURITY OF DATA REQUIREMENTS**.

For Completion by Vendor

Vendor certifies that its security standards and any system(s), tools, technology, and or procedures for providing the Services under this Contract are compliant with the requirements specified in ATTACHMENT E.

YES _____ NO _____

Vendor shall complete the table below and provide the identification of any system, tool, technology, and/or procedure proposed for providing Services under this Contract. A favorable third-party security opinion or attestation consistent with the data classification level and security controls appropriate for MODERATE information system(s) per the National Institute of Standards and Technology (NIST) SP 800-53 Rev. 4, or the most recent revision must be identified. To satisfy this requirement, such reports must have been issued within twelve (12) months prior to the anticipated Contract award date or be supplemented by bridge letters covering no more than two (2) years after the initial report issuance date. **This table may be altered to accommodate the proper number of rows needed.**

System(s), tools, technologies	Type of Assertion / Date

Vendor shall provide a designated contact to ensure compliance with all associated favorable third-party risk assessment(s) for all Services to be provided under this Contract. **Prior to an award or a Contract, DST personnel may contact the Vendor to provide documented evidence of all certified security attestations for review and approval from the DST Information Security Officer.**

Contact Name: _____

Email Address: _____

Telephone No.: _____

4.3 INVOICES

Should the Vendor's quote response result in an award, the Vendor shall invoice the Client in arrears on a monthly or quarterly basis for Services provided during the invoice period. The Department shall provide instructions to the Vendor regarding the submission of invoices. The Client shall pay all undisputed invoices within 30 days of receipt.

4.4 FINANCIAL STABILITY

As a condition of Contract award, the Vendor must certify that it has the financial capacity to perform and

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

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

4.5 VENDOR REFERENCES

In its Proposal, the Vendor shall provide the names and contact information for two public defined contribution plans to serve as references. In its discretion, the Department may contact one or more of these references and use the information obtained from the references in the evaluation of the Vendor's response to this RFQ.

4.6 BACKGROUND CHECKS

The Vendor Parties may be required to provide or undergo background checks at the Vendor's expense prior to beginning work for the Client

4.7 PERSONNEL

The Vendor agrees that qualified personnel shall provide Services under the Contract (if any) 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. The Vendor will serve as the prime contractor under this Contract and shall be responsible for the performance and payment of all subcontractor(s) that may be approved by the Client. The names of third-party Vendors or subcontractors of Vendor may appear for purposes of convenience in Contract documents but shall not limit the Vendor's obligations under the Contract.

The Vendor shall not substitute key personnel assigned to the performance of the Contract without the prior written approval of the Department. The Vendor shall notify the Department of any desired substitution, including the name(s) and references of the Vendor's recommended substitute personnel. The Client will agree to approve or disapprove the requested substitution in a timely manner. The Client may, in its sole discretion, terminate the services of any person providing services under the Contract. Upon such termination, the Client may request acceptable substitute personnel or terminate the contract services provided by such personnel.

4.8 VENDOR'S REPRESENTATIONS

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

4.9 QUESTIONS TO VENDORS

Vendor shall 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.

1. Business model and experience

- a. Provide a brief background of your foreign tax services business and experience, including what differentiates you from other firms.
- b. Describe your business model and firm structure for providing tax services to the Plans in India, including whether you have an office in India or whether you use an Affiliate. Include the name of any Affiliate or third party that you use in India and long you have used the Affiliate or third party in India. Describe how you provide oversight of, and manage compliance by, the Affiliate or third party.
- c. Describe your business model and firm structure for providing tax services to the Plans in Taiwan, including whether you have an office in Taiwan or whether you use an an Affiliate. Include the name of any Affiliate or third party that you use in Taiwan and long you have used the Affiliate or third party in Taiwan. Describe how you provide oversight of, and manage compliance by, the Affiliate or third party.
- d. Describe your experience and expertise providing the Services described in this RFQ for India and Taiwan. Include the following information separately for India and Taiwan:
 - i. The number of years that you have provided the Services;
 - ii. The number, median asset size, and median tenure of the retirement plans and other institutional investors for which you provide the services (collectively, "Institutional Clients");
 - iii. The number of Institutional Clients you have added since January 1, 2016;
 - iv. The number of Institutional Clients you have lost since January 1, 2016, whether from termination or nonrenewal;
 - v. Your experience providing the Services to public defined contribution plans.
- e. Describe your experience and expertise providing the Services described in this RFQ for ECJ Claims. Include the following information:
 - i. The countries in which you provide the Services;
 - ii. The number of years that you have provided the Services;
 - iii. The number, median asset size, and median tenure of your Institutional Clients;
 - iv. The number of Institutional Clients you have added since January 1, 2016;
 - v. The number of Institutional Clients you have lost since January 1, 2016, whether from termination or nonrenewal; and
 - vi. Your experience providing the Services to public defined contribution plans.

- f. Describe your experience and expertise providing the Services described in this RFQ for Tax Reclaims and Exemptions (Relief at Source). Include the following information:
 - i. The countries in which you provide the Services;
 - ii. The number of years that you have provided the Services;
 - iii. The number, median asset size, and median tenure of your Institutional Clients;
 - iv. The number of Institutional Clients you have added since January 1, 2016;
 - v. The number of Institutional Clients you have lost since January 1, 2016, whether from termination or nonrenewal; and
 - vi. Your experience providing the Services to public defined contribution plans.
 - g. Describe your experience working with The Bank of New York Mellon and HSBC, the Plans' custodian and local subcustodian, respectively, in India and Taiwan.
2. Key Personnel
- a. Provide a brief professional biography of the person who would serve as the Department's point of contact (relationship manager) for the Services, including the person's experience with the following:
 - i. Providing tax services to public and private defined contribution in India and Taiwan;
 - ii. Working with multi-manager investment vehicles, including in India;
 - iii. Working with Plans' custodian and local subcustodian in India and Taiwan (i.e., The Bank of New York Mellon and HSBC, respectively);
 - iv. Working with the current Affiliate or other third party used to provide Services in India and Taiwan (if applicable); and
 - v. Providing Reclaim Services to public and private defined contribution plans.
 - b. Provide brief professional biographies of the key personnel who would provide Compliance Services in India and Taiwan, including experience with the following:
 - i. Providing tax services to U.S. public and private defined contribution plans in India and Taiwan;
 - ii. Working with multi-manager investment vehicles;
 - iii. Working with Plans' custodian and local subcustodian in India and Taiwan (i.e., The Bank of New York Mellon and HSBC, respectively); and
 - iv. Working with your firm.
 - c. Provide brief professional biographies of the key personnel who would provide Reclaim Services, including experience with the following:
 - i. Providing Reclaim Services for public and private defined contribution plans; and
 - ii. Working with the Plans' custodian, The Bank of New York Mellon.
 - d. For the personnel in parts (a)-(c) (the "Key Personnel"), list their professional licenses and certifications (if not already included in your responses to these sections). Provide confirmation that the Key Personnel have, and will maintain during the term of the contract, all licenses and certifications that are required by applicable law or self-regulatory organization to provide the Services.

3. Disclosures

- a. Ethics Policies. State whether you have reviewed the following policies in this section and whether you agree to use commercially reasonable efforts to prevent the Vendor Parties from violating the following policies:
 - i. Ethics and Conduct Policy (Tier 1) ([Link to policy](#));
 - ii. Supplemental Ethics Policy (Tier 2) ([Link to policy](#)); and
 - iii. Divestment and Contract Prohibition Policy ([Link to policy](#)).
- b. Gifts and Charitable Donations. State whether a Vendor Party has provided any gift or favor to, or made a charitable donation as a result of a direct or indirect solicitation by, any employee in the Department of State Treasurer or member of the North Carolina Supplemental Retirement Board of Trustees.
- c. Litigation and Investigation
 - i. Is any Vendor Party, or has any Vendor Party been, the subject of, or a defendant in: (A) an investigation or suspension or revocation of a license or certification by a U.S., state, local, or foreign governmental, regulatory, or self-regulatory body; (B) an enforcement action or prosecution (or settlement in lieu thereof) brought by a governmental authority or self-regulatory organization relating to a violation of the Legal Requirements (as defined in the Required Contractual Provisions) or securities, tax, fiduciary, consulting, or criminal laws; or (C) a civil action (or settlement in lieu thereof) brought by investors or clients relating to a violation of the Legal Requirements or securities, tax, consulting, or fiduciary laws? If so, please explain.
 - ii. To the best of your knowledge, is there any legal action, suit, arbitration, or other investigation or proceeding (whether federal, state, local, or foreign) that (A) is pending or threatened against or may affect a Vendor Party; and (B) which, if adversely decided, could have a material adverse effect on the Vendor or its ability to provide the Services described in this RFQ? If so, please explain.

4. Conflicts of interest. Is there any actual or potential conflict of interest, or the appearance of a conflict of interest, regarding the provision of the Services covered by this RFQ? If so, provide a description.

5. Risk management

- a. Compliance
 - i. Describe your internal risk management and compliance functions as they relate to the Services.
 - ii. Describe your process for monitoring employees' compliance with your policies and applicable legal requirements.
 - iii. Describe your process for monitoring Affiliates' compliance with your policies and applicable legal requirements.
- b. Insurance. Provide a brief description, including amount of coverage, of the types of insurance held by the Vendor Parties that are applicable to the provision of Services, including professional liability/errors and omissions and cybersecurity.

- c. Business continuity. Provide the following information for the Vendor and any Affiliates or other third parties may be used to provide the Services.
 - i. Summarize your business continuity plans.
 - ii. What outside auditor or consultant, if any, reviews the plans?
 - iii. Summarize your business continuity plans and operations during the COVID-19 pandemic.
 - iv. Have you provided services continuously during the pandemic? If not, please provide details.

5.0 SCOPE OF SERVICES

5.1 GENERAL

State whether you are submitting a quote response for the Compliance Services, the Reclaim Services, or both types of Services.

5.2 COMPLIANCE SERVICES

The Compliance Services include the services described in this section for India and Taiwan.

1. Applications and registrations
 - a. Notify the Department of required tax applications and registrations
 - b. Work with the Department, the custodian, and the subcustodian, as necessary, to complete and file required tax applications and registrations.
 - c. Note: The Group Trust is registered in both countries and has a Permanent Account Number in India.
2. Tax compliance
 - a. Calculate taxes owed, including any advance tax, if applicable.
 - b. Notify the Department, the custodian, and the subcustodian of the tax amounts and deadlines to pay.
 - c. Work with the custodian and subcustodian to remit payments for tax liabilities in the amounts and by the deadlines required by law.
3. Prepare and file annual tax returns, as required, subject to the Department's approval.
4. Tax assessments
 - a. Notify the Department of the receipt of tax assessments.
 - b. Review tax assessments, and advise the Department on its response.
 - c. Prepare and submit responses, and make representations to, the tax authority, as directed by the Department.
 - d. Work with the custodian and subcustodian to remit payments for tax liabilities in the amounts and by the deadlines required by law.
5. Tax appeals
 - a. Prepare and submit filings, and make representations to, the tax authority, as directed by the Department.

- b. Assist in the selection of legal counsel to represent the Department and cooperate with legal counsel in the appeal process.
6. Respond to inquiries and requests from tax authorities, and make inquiries and requests of tax authorities on behalf of the Department.
7. Prepare, file, and manage the process for tax reclaims/refunds and relief at source, if applicable.
8. Reports
 - a. Provide reports to the Department at the frequency and with the content reasonably requested by the Department.
 - b. Provide reports to the custodian and subcustodian, if requested by the Department.
 - c. The content of the reports should include tax liabilities, deadlines for payment, amounts paid (including advance tax, if applicable), amount that can be repatriated, and a summary of transactions (with dividends paid, capital gains/losses, and other income, if applicable).
9. Ad hoc advice. For countries other than India and Taiwan, provide routine advice on completing tax forms, such as those for tax reclaims and exemptions (relief at source), and other general matters, as requested by the Department.

5.3 RECLAIM SERVICES

1. Tax Reclaims. Proactively identify opportunities for the Department to recover taxes withheld by non-U.S. tax authorities on investment income, where such recoveries are based on tax treaties or other applicable law. Complete and file applications for, and appeal any denials of, such tax reclaims with non-U.S. tax authorities.
2. Exemptions (Relief at Source). Proactively identify opportunities for the Department to file exemptions with non-U.S. tax authorities to avoid or reduce the taxes withheld on investment income, where such exemptions are based on a tax treaty or other applicable law. Determine where we can file an exemption. Complete and file applications for, and appeal any denials of, such exemptions with non-U.S. tax authorities.
3. European Court of Justice Claims. Proactively identify opportunities for the Department to recover taxes paid on investment income in Europe, where such recoveries are based on (i) rulings from the European Court of Justice; (ii) rulings from the national courts and agencies of European countries; and (iii) modifications to the laws of European countries.

5.4 TECHNICAL APPROACH

1. If applicable, describe how you would provide the Compliance Services. Include the following in your response:
 - a. Any issues regarding the multi-manager structure of the Group Trust;
 - b. Mock-ups of reports that you propose to provide and the timing of such reports; and
 - c. Any services in addition to those described in Section 5.2 that you recommend including in the Compliance Services.
2. If applicable, describe how you would provide the Reclaim Services. Include the following in your response:
 - a. Any issues regarding the multi-manager structure of the Group Trust;
 - b. Mock-ups of reports that you propose to provide and the timing of such reports; and
 - c. Any services in addition to those described in Section 5.3 that you recommend including in the Reclaim Services.

6.0 CONTRACT ADMINISTRATION

All Contract administration requirements are conditioned on an award resulting from this solicitation. This document is not a contract; it is, instead, a request for quotes. This information is provided for the Vendor's planning purposes.

6.1 PROJECT MANAGER AND CUSTOMER SERVICE

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

6.2 POST AWARD MANAGEMENT REVIEW MEETINGS

The Vendor shall be required to meet with the Department on a quarterly basis, or as otherwise requested by the Department. The purpose of these meetings will be to review project progress reports, discuss Vendor and Client performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

6.4 PERIODIC STATUS REPORTS

The Vendor shall be required to provide reports on the provision of the Services. The timing and content of the reports shall be in the Department's reasonable discretion, consistent with the Services provided by the Vendor.

6.5 ACCEPTANCE OF WORK

Performance of the work and delivery of goods shall be conducted and completed in accordance with recognized and customarily accepted industry practices and shall be considered complete when the services or goods are approved as acceptable by the Department.

Acceptance by the Client shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation or testing, as applicable of the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures.

6.6 TRANSITION ASSISTANCE

Upon the expiration or termination of the Contract (if any), the Vendor shall provide Transition Assistance to the Client, at the option of the Client for up to 12 months. The Transition Services include the following:

1. The continuation of the Services, as requested by the Client, according to the provisions of the Contract; and
2. Commercially reasonable efforts to transition the Services to a new vendor(s), as directed by the Client.

6.8 DISPUTE RESOLUTION

During the performance of the Contract (if any), 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 Department for resolution.

Any claims by the Client shall be submitted in writing to the Vendor for resolution. The parties shall negotiate in good faith to resolve such dispute(s). However, this provision does not limit the ability of either party to file a claim in a court as permitted under the Contract or to pursue any remedies under the Contract or at law or in equity. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute nor does it preclude any remedies.

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 Client and Vendor.

7.0 ATTACHMENTS

ATTACHMENT A: PRICING PROPOSAL

Pricing for Compliance Services

Clearly and specifically describe your fees and other costs for the Compliance Services. Your Pricing Proposal must be based on the Services provided and not an hourly rate or other input measure, with the exception of the ad hoc advice in Section 5.2.1. If you are not bidding on the Compliance Services, write "N/A."

Pricing for Reclaim Services

Clearly and specifically describe your fees and other costs for the Reclaim Services. Your Pricing Proposal must be based on the Services provided and not an hourly rate or other input measure. If you are not bidding on the Reclaim Services, write "N/A."

ATTACHMENT B: INSTRUCTIONS TO VENDORS

READ, REVIEW AND COMPLY:

It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda, and comply with all requirements specified, regardless of whether appearing in these Instructions to Vendors or elsewhere in the solicitation document.

Any gender-specific pronouns used herein, whether masculine or feminine, shall be read and construed as gender neutral, and the singular of any word or phrase shall be read to include the plural and vice versa.

REQUEST FOR OFFERS

Vendors are cautioned that this is a request for offers, not an offer or request to contract, and the Client reserves the unqualified right to reject any and all bids at any time if such rejection is deemed to be in the best interest of the Plans.

By submitting Your Bid or Proposal, you are offering to enter into a contract with the Client.

DUTY TO INQUIRE

The Vendor, by submitting an Offer, represents that it has read and understands this RFQ and that its Offer is made in compliance with this RFQ. The Vendor is expected to examine this RFQ thoroughly and should request an explanation of any ambiguities, discrepancies, errors, omissions, or conflicting statements in this RFQ. Failure to do so will be at the Vendor's risk. All ambiguities, discrepancies, errors, omissions, or conflicting statements in this RFQ shall be interpreted to require the better quality or greater quantity of work and/or materials, unless otherwise directed by amendment. The Vendor assumes responsibility for any patent ambiguity in this RFQ that the Vendor does not bring to the State's attention.

INTERPRETATION OF TERMS AND PHRASES

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

BID SUBMISSION

1. **VENDOR'S REPRESENTATIVE:** Each Vendor shall submit with its bid the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's bid.

2. **SIGNING YOUR OFFER:** Every Offer must be signed by an individual with actual authority to bind the Vendor. (a) If the Vendor is an individual, the Offer must be signed by that individual. If the Vendor is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm. (b) If the Vendor is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner. (c) If the Vendor is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign. (d) An Offer may be submitted by a joint venturer involving any combination of individuals, partnerships, or corporations. If the Vendor is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant. (e) If an Offer is

signed by an agent, other than as stated in subparagraphs (a) through (d) above, the Offer must state that it has been signed by an Agent. Upon request, the Vendor must provide proof of the agent's authorization to bind the principal.

3. **EXECUTION**: Failure to sign the Execution Page (numbered page 3 of the solicitation document) in the indicated space may render bid non-responsive, and it may be rejected.

4. **STATE OFFICE CLOSINGS**: If an emergency or unanticipated event interrupts normal government processes so that offers cannot be received at the State office designated for receipt of bids by the exact time specified in the solicitation, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first workday on which normal government processes resume. In lieu of an automatic extension, an Amendment may be issued to reschedule bid opening. If State offices are closed at the time a pre-bid or pre-proposal conference is scheduled, an Amendment will be issued to reschedule the conference.

5. **BID IN ENGLISH and DOLLARS**: Offers submitted in response to this solicitation shall be in the English language and in US dollars.

6. **LATE BIDS**: Late bids, regardless of cause, may not be opened or considered, and may be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure delivery at the designated office by the designated time. For proposals submitted via U.S. mail, please note that the U.S. Postal Service generally does not deliver mail to a specified street address but to the State's Mail Service Center. Vendors are cautioned that proposals sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the agency's purchasing office on the due date in time to meet the proposal deadline. All Vendors are urged to take the possibility of delay into account when submitting a proposal by U.S. Postal Service, courier, or other delivery service.

7. **DETERMINATION OF RESPONSIVENESS**: Any Offer which fails to conform to the material requirements of this solicitation may be rejected as nonresponsive. Offers which impose conditions that modify material requirements of this solicitation may be rejected. If a fixed price is required, an Offer will be rejected if the total possible cost to the Client cannot be determined. Vendors will not be given an opportunity to correct any material nonconformity. Any deficiency resulting from a minor informality may be cured or waived at the sole discretion of the Department.

8. **CONTENTS OF OFFER**:

a) Offers should be complete and carefully worded and should convey all of the information requested.

b) Offers should be prepared simply and economically, providing a straightforward, concise description of the Vendor's capabilities to satisfy the requirements of the RFQ. Emphasis should be on completeness and clarity of content.

c) If your Offer includes any comment over and above the specific information requested in this solicitation, you are to include this information as a separate appendix to your offer. Offers which include either modifications to any of the solicitation's contractual requirements or the Vendor's standard terms and conditions may be deemed non-responsive and not considered for award.

9. **MULTIPLE OFFERS**. If specifically stated in the solicitation document, the Vendor may submit more than one Offer, provided that each Offer has significant differences other than price. Each separate Offer must satisfy all requirements in this RFQ.

10. **CLARIFICATION**: The Client may elect to communicate with you after opening for the purpose of clarifying either your Offer or the requirements of the solicitation. Such communications may be conducted only with Offerors who have submitted an offer which appears to conform in all material aspects to the solicitation. Clarification of an offer must be documented in writing and included with the Offer. Clarifications may not be used to revise an offer or the solicitation.

11. **ACCEPTANCE AND REJECTION**: The Client reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the Vendor, to accept any item in the bid. If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded. Regardless of error or omission, a Vendor shall not be permitted to increase its pricing after the deadline for submitting bids.

12. **BASIS FOR REJECTION**: The Client reserves the right to reject any and all offers, in whole or in part, including without limitation for one or more of the reasons listed in 01 NCAC 05B .0501: (a) by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered; (b) non-compliance with the requirements or intent of this solicitation; (c) lack of competitiveness; (d) error(s) in specifications or indications that revision would be advantageous to the Client; (e) cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed; (f) limitation or lack of available funds; (g) circumstances that prevent determination of the best offer; (h) or any other determination that rejection would be in the best interest of the Plans.

13. **INFORMATION AND DESCRIPTIVE LITERATURE**: Further, if required elsewhere in this bid, each Vendor shall submit with its bid any sketches, descriptive literature and/or complete specifications covering the products and services offered. Reference to literature submitted with a previous bid or available elsewhere will not satisfy this provision. Do not submit bid samples or descriptive literature unless expressly requested. Unsolicited bid samples or descriptive literature will not be examined or tested, will not be used to determine responsiveness, and will not be deemed to vary any of the provisions of the solicitation. Failure to comply with these requirements may constitute sufficient cause to reject a bid without further consideration.

14. **WITHDRAWAL OF BID OR PROPOSAL**: Proposals that have been delivered by hand, U.S. Postal Service, courier or other delivery service may be withdrawn only in writing and if receipt is acknowledged by the office issuing the solicitation document prior to the time for opening offers or proposals identified on the cover page of the solicitation document (or such later date included in an Addendum). Written withdrawal requests shall be submitted on the Vendor's letterhead and signed by an official of the Vendor authorized to make such request. Any withdrawal request made after the opening of proposals shall be allowed only for good cause shown and in the sole discretion of the Department.

15. **COST FOR BID OR PROPOSAL PREPARATION**: Any costs incurred by the Vendor in preparing or submitting Offers are the Vendor's sole responsibility; the State of North Carolina will not reimburse any Vendor for any costs incurred prior to award.

16. **INSPECTION AT VENDOR'S SITE**: The State reserves the right to inspect, at a reasonable time, the equipment, item, plant or other facilities of a prospective Vendor prior to Contract award, and during the Contract term as necessary for the State's determination that such equipment, item, plant or other facilities conform with the specifications/requirements and are adequate and suitable for the proper and effective performance of the Contract.

NORTH CAROLINA REGULATIONS AND ORDERS

17. **RECYCLING AND SOURCE REDUCTION**: It is the policy of the State to encourage and promote the purchase of products with recycled content to the extent economically practicable, and to purchase items which are reusable, refillable, repairable, more durable and less toxic to the extent that the purchase or use is practicable and cost-effective. We also encourage and promote using minimal packaging and the use of recycled/recyclable products in the packaging of commodities purchased. However, no sacrifice in quality of packaging will be acceptable. The company remains responsible for providing packaging that will adequately protect the commodity and contain it for its intended use. Companies are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable.

18. **CERTIFICATE TO TRANSACT BUSINESS IN NORTH CAROLINA**: As a condition of contract award, each out-of-State Vendor that is a corporation, limited liability company or limited liability partnership shall

have received, and shall maintain throughout the term of the Contract, a Certificate of Authority to Transact Business in North Carolina from the North Carolina Secretary of State, as required by North Carolina law. A State contract requiring only an isolated transaction completed within a period of six months, and not in the course of a number of repeated transactions of like nature, shall not be considered as transacting business in North Carolina and shall not require a Certificate of Authority to Transact Business.

19. **SUSTAINABILITY**: To support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all responses meet the following:

- If paper copies are requested, all copies of the bid are printed double sided. All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
- Unless absolutely necessary, all bids and copies should minimize or eliminate use of non-recyclable or non-reusable materials such as plastic report covers, plastic dividers, vinyl sleeves, and GBC binding. Three-ringed binders, glued materials, paper clips, and staples are acceptable.
- Materials should be submitted in a format which allows for easy removal, filing and/or recycling of paper and binder materials. Use of oversized paper is strongly discouraged unless necessary for clarity or legibility.

20. **HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)**: The State is committed to retaining Vendors from diverse backgrounds, and it invites and encourages participation in the procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and nonprofit work centers for the blind and severely disabled. In particular, the State encourages participation by Vendors certified by the State Office of Historically Underutilized Businesses, as well as the use of HUB-certified vendors as subcontractors on State contracts.

21. **RECIPROCAL PREFERENCE**: G.S. 143-59 establishes a reciprocal preference requirement to discourage other states from favoring their own resident Vendors by applying a percentage increase to the price of any bid from a North Carolina resident Vendor. To the extent another state does so, North Carolina applies the same percentage increase to the bid of a Vendor resident in that state. Residency is determined by a Vendor's "Principal Place of Business," defined as part of the principal place from which the overall trade or business of the Vendor is directed or managed.

22. **INELIGIBLE VENDORS**: As provided in G.S. 147-86.59 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State: a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81. A contract with the State or any of its political subdivisions by any company identified in a) or b) above shall be void.

23. **BACKGROUND CHECKS**: The Vendor Parties may be required to provide or undergo background checks at Vendor's expense prior to beginning work with the State. The State of North Carolina, as described in Governor Cooper's Executive Order 158, Furthering Fair Chance Policies in State Government Employment (August 18, 2020) is committed to eliminating discrimination against persons who have criminal records. The Vendor is encouraged to extend these considerations to employees, subcontractors, and suppliers.

eBUSINESS

24. **VALID TAXPAYER INFORMATION**: All persons or entities desiring to do business with the State must provide correct taxpayer information on North Carolina specified forms. The Substitute W-9 and Instructions are here: [State of North Carolina Sub W-9 01292019.pdf \(nc.gov\)](#).

25. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** The North Carolina electronic Vendor Portal (eVP) allows Vendors to electronically register free with the State to receive electronic notification of current goods and services procurement opportunities on the Interactive Purchasing System, as well as notifications of status changes to those solicitations. Online registration and other purchasing information is available at the following website: <http://ncadmin.nc.gov/about-doa/divisions/purchase-contract>.

26. The status of a Vendor's **E-Procurement Services account(s)** shall be considered a relevant factor in determining whether to approve the award of a contract resulting from this SOLICITATION DOCUMENT. Any Vendor with an E-Procurement Services account that is in arrears by 91 days or more at the time of bid opening may, suspended, or deactivated, at the State's discretion, may be disqualified from further evaluation or consideration.

27. [INTENTIONALLY LEFT BLANK]

28. [INTENTIONALLY LEFT BLANK]

29. **CONFIDENTIAL INFORMATION:**

- a. The Vendor understands and acknowledges that the Department is a governmental agency subject to Chapter 132 (Public Records) of the North Carolina General Statutes, as the same may be interpreted under North Carolina law and amended from time to time (the "Public Records Act"). As such, notwithstanding anything to the contrary contained in this RFQ or any subsequent contract, the Vendor acknowledges and agrees that (i) any information determined in good faith by the Department to be subject to disclosure under the Public Records Act will not be treated as confidential information (including without limitation the Vendor's response to this RFQ) and may be disclosed by the Department as provided in the Public Records Act.
- b. The Vendor understands and acknowledges that in order for information provided to the Department by the Vendor to be eligible for the "trade secret" exception to the Public Records Act in N.C.G.S. § 132-1.2(1), the information must (i) constitute a trade secret as defined in N.C.G.S. § 66-152(3); and (ii) be marked or designated as "confidential" or as a "trade secret" at the time of its initial disclosure to the Department. Furthermore, the Vendor understands and acknowledges that regardless of whether material is marked "confidential" or "trade secret," it will be exempted from the Public Records Act only to the extent authorized by North Carolina law. If a page of the proposal contains information that the Vendor asserts is confidential, then such page must be identified in boldface at the top and bottom as "CONFIDENTIAL." Any section of the proposal that the Vendor asserts as confidential must be marked on the title page of that section in boldface at the top and bottom as "CONFIDENTIAL."

30. **COMMUNICATIONS BY VENDORS:** In submitting its bid, the Vendor agrees not to discuss or otherwise reveal the contents of its bid to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this solicitation document. All Vendors are forbidden from having any communications with the using or issuing agency, or any other representative of the State concerning the solicitation, during the evaluation of the bids (i.e., after the public opening of the bids and before the award of the Contract), unless the State directly contacts the Vendor(s) for purposes of seeking clarification or another reason permitted by the solicitation. A Vendor shall not: (a) transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other Vendor to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Vendor's bid and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation or award of a Contract related to this solicitation document. Failure to comply with this requirement shall constitute sufficient justification to disqualify a Vendor from a Contract award. Only those communications with the using agency or issuing agency authorized by this solicitation document are permitted.

31. **INFORMAL COMMENTS**: The State shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the State during the competitive process or after award.

33. **ORDER OF PRECEDENCE**: In cases of conflict between specific provisions in this solicitation or those in any resulting contract documents, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this solicitation document, including any negotiated terms; (2) requirements and specifications and administration; (3) North Carolina General Contract Terms and Conditions in NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS; (4) Instructions in INSTRUCTIONS TO VENDORS; (5) PRICING, and (6) Vendor's Bid.

34. **ADDENDA**: Critical updated information may be included in addenda to the solicitation document. It is important that all Vendors bidding on the solicitation document periodically check the Department's website at www.myncretirement.com/governance/boards-trustees-and-committees/supplemental-retirement-board-trustees for any addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in the solicitation document and all addenda thereto. Vendors are also responsible for obtaining and complying with all addenda and other changes that may be issued concerning the solicitation document.

35. **ORAL EXPLANATIONS NON-BINDING**: Oral explanations or instructions will not be binding. Any information given a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment to the solicitation, if that information is necessary for submitting offers or if the lack of it would be prejudicial to other prospective offerors.

36. **MAXIMUM COMPETITION**: The State seeks to permit maximum practicable competition. The Vendor is urged to advise the State, as soon as possible, regarding any aspect of this procurement, including any aspect of the solicitation that unnecessarily or inappropriately limits full and open competition. If the State determines that any changes will be made resulting from the questions asked, then such decisions will be communicated in the form of an addendum.

37. **PROCESS TO AMEND TERMS AND CONDITIONS**: The State may elect to negotiate and amend specific provisions of this RFQ that have been addressed during the question-and-answer period. Other than through this process, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's bid or proposal. This applies to any language appearing in or attached to the document as part of the Vendor's bid or proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the bid non-binding or subject to further negotiation.

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

ATTACHMENT C: REQUIRED CONTRACTUAL PROVISIONS

Capitalized terms in the Required Contractual Provisions have the same meaning as in the RFQ unless otherwise defined herein.

1. **Forum, Situs, and Jurisdiction.** The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are solely governed by the laws of the State of North Carolina. The Vendor, by signing this Contract, agrees and submits, for all matters concerning this Contract, to the exclusive jurisdiction of the state courts of North Carolina and agrees, solely for such purpose, that the only venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract, and all transactions, agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort or otherwise, relating to its validity, construction, interpretation, and enforcement, shall be determined, unless the law of North Carolina requires a venue other than Wake County.
2. **Independent Contractor.** The Vendor and its employees, officers, subcontractors (if any), and Affiliates shall be independent contractors and not employees or agents of the State of North Carolina, the Client, or the Plans. This Contract shall not operate as a joint venture, partnership, agency, or any other business relationship. As an independent contractor, the Vendor shall be wholly responsible for the work or services to be performed and for the supervision and payment of its employees, officers, and subcontractors (if any, including Affiliates).
3. **Key Personnel.** The Vendor shall not replace Key Personnel assigned to the performance of this Contract without the prior approval of the Client. The individuals designated as Key Personnel for purposes of this Contract are those specified in the Vendors' response to the RFQ.
4. **Remedies.**
 - a. The Vendor shall indemnify, defend, and hold harmless the Client from and against all claims, liabilities, losses, costs, damages, obligations, and expenses (including without limitation reasonable attorneys' fees and other reasonable legal expenses) of any kind or character arising out of or in connection with any of the following (each a "Loss"): (i) any breach of any provision of this Contract; (ii) a claim or threatened claim that the Services (in whole or in part and including without limitation the Deliverables and the Vendor's Content) violate the patent, copyright, trademark, trade secret, or other proprietary rights of any third party, provided that such Loss does not result from the Client's use of the Services in violation of this Contract; or (iii) the negligence, willful misconduct, bad faith conduct, or fraud of the Vendor in the performance of any duty or obligation pursuant to this Contract.
 - b. If a claim or threatened claim that the Services (in whole or in part and including without limitation the Deliverables and the Vendor's Content) violate the patent, copyright, trademark, trade secret, or other proprietary rights of any third party, the Vendor shall, at its option and expense, either procure for the Client the right to continue using the Services or replace or modify the Services to become non-infringing.
 - c. If the Vendor materially breaches this Contract, the Client may (i) terminate this Contract upon written notice to the Vendor; and (ii) procure the Services necessary to complete performance hereunder from other sources and hold the Vendor responsible for any excess cost occasioned thereby.

- d. The remedies specified in this provision are cumulative and not mutually exclusive of one another and are in addition to any remedies the Client may have at law or in equity.

5. Termination.

- a. The Client may terminate this Contract at any time and for any reason by providing at least 30 days' notice in writing to the Vendor.
- b. Following the termination or expiration of this Contract and as directed by the Client, the Vendor shall continue providing the Services and shall provide reasonable assistance to transfer the provision of the Services to another vendor. The provisions of this Contract shall continue to apply to the Services performed by the Vendor following the termination or expiration of this Agreement.
- c. Following the provision of Services pursuant to this Contract, (i) the Vendor shall give the Client all finished and unfinished Deliverables that have not been given previously to the Client; and (ii) the Client shall pay for the Services satisfactorily completed by the Vendor, less any payments previously made.

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

7. Confidentiality.

- a. Any information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under this Contract (the "Client's Data") (a) shall be kept as confidential by the Vendor; (b) shall be used by the Vendor only for the purpose(s) required to perform this Contract; and (c) shall not be divulged or made available to any individual or organization by the Vendor without the prior written approval of the Client.
- b. The Vendor understands and acknowledges that the Client is a governmental agency subject to Chapter 132 (Public Records) of the North Carolina General Statutes, as the same may be interpreted under North Carolina law and amended from time to time (the "Public Records Act"). As such, notwithstanding anything to the contrary contained in this Contract, the Vendor acknowledges and agrees that (i) any information determined in good faith by the Client to be subject to disclosure under the Public Records Act will not be treated as confidential information (including without limitation the Vendor's response to the RFQ) and may be disclosed by the Client as provided in the Public Records Act.
- c. The Vendor understands and acknowledges that in order for information provided to the Client by the Vendor to be eligible for the "trade secret" exception to the Public Records Act in N.C.G.S. § 132-1.2(1), the information must (i) constitute a trade secret as defined in N.C.G.S. § 66-152(3); and (ii) be marked or designated as "confidential" or as a "trade secret" at the time of its initial disclosure to the Client. Furthermore, the Vendor understands and acknowledges that regardless of whether material is marked "confidential" or "trade secret," it will be exempted from the Public Records Act only to the extent authorized by North Carolina law.

8. **Care of Property.** The Vendor agrees that it shall be responsible for the proper custody and care of any property furnished it by or on behalf of the Client for use in connection with the performance of this Contract or purchased by or for the Client for this Contract, and Vendor will reimburse the Client for loss or damage of such property while in Vendor's custody.

9. **Property Rights.**

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

10. **Access to Persons and Records.**

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

11. **Assignment.**

- a. The Vendor is prohibited from assigning this Contract, in whole or in part, or delegating any obligation under this Contract, except as permitted in writing by the Client. Any purported assignment or delegation made in violation of this provision shall be void and a material breach of this Contract. The Client's rights, duties, and obligations under the Contract shall continue without interruption notwithstanding any reorganization of State government in accordance with N.C.G. S. § 143A.

- b. If the Client provides written permission for the Vendor to use a subcontractor, the Vendor remains solely responsible for the performance of its subcontractors, including the Vendor's Affiliates, and the subcontractor shall adhere to the same standards required of the Vendor. Any contracts made by the Vendor with a subcontractor shall include provision that (a) the Client is an intended third-party beneficiary of the contract; (b) the subcontractor has no contract with the Client; and (c) the Client shall be indemnified by the Vendor for any claim presented by the subcontractor to the Client. The Vendor shall timely exercise its contractual remedies against any non-performing subcontractor and when appropriate, substitute another subcontractor.

12. Compliance with Laws. The Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with this Contract, including those of federal, state, local, foreign, and self-regulatory agencies having jurisdiction or authority (collectively, "Legal Requirements"). In the event that a change in Legal Requirements requires a change in the performance of the Services or the quality of the Deliverables prior to their performance or delivery, the Vendor shall promptly notify the Client in writing, indicating the specific Legal Requirement(s) that require such change. The Client reserves the right to accept any such changes, including any price adjustments occasioned thereby, or to terminate this Contract.

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

14. Insurance.

- a. During the term of this Contract, the Vendor at its sole cost and expense shall procure and maintain, at a minimum, the following types and levels of insurance on an occurrence basis:
 - i. Professional liability insurance (errors and omissions) with limits of at least \$1,000,000 per claim and aggregate;
 - ii. Fidelity bond
 - iii. Cybersecurity insurance with limits of at least \$1,000,000 per claim and aggregate;
 - iv. Commercial general liability insurance, with limits of at least \$1,000,000 per occurrence and aggregate;
 - v. Worker's compensation insurance, as required by the laws of North Carolina, as well as employers' liability coverage with minimum limits of \$500,000.00, covering all of the Vendor's employees who are engaged in any work under this Contract. If any work is subcontracted, the Vendor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under this Contract; and
 - vi. Automobile liability insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with this Contract. The minimum combined single limit shall be \$250,000 bodily injury and property damage; \$250,000 uninsured/under insured motorist; and \$2,500 medical payment.
- b. The commercial general liability policy shall include the Client as an additional insured with respect to liability imposed on the Client arising directly from the acts or omissions of the Vendor while providing the Services hereunder.
- c. Obtaining and maintaining the required insurance coverage, as described above, is a material obligation of the Vendor and is of the essence of this Contract. All such insurance shall comply with all applicable laws of the State of North Carolina. Such insurance coverage shall be

obtained from companies that (i) are authorized to provide such coverage; (ii) have at least an A- rating by the A.M. Best Company; and (iii) are authorized by the North Carolina Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies and all requirements of the insurer under any such insurance policies, except as they may conflict with existing, applicable North Carolina laws.

- d. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations under this Contract.
- e. Proof of insurance shall be provided concurrent with the execution of this Contract and, thereafter, upon request by the Client.

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

16. Force Majeure. Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, power interruption, common carrier delay, acts or orders of governmental authority, fire, nuclear or other explosion, riot, strikes, civil insurrection, earthquake, flood, hurricane, tornado, or other catastrophic natural events or act of God.

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

18. Ethics Policies.

- a. The Vendor has reviewed the Client's policies listed below and shall use its commercially reasonable efforts to prevent the Vendor Parties from violating the following policies:
 - i. Ethics and Conduct Policy (Tier 1);
 - ii. B. Supplemental Ethics Policy (Tier 2); and
 - iii. C. Divestment and Contract Prohibition Policy.

The policies are available on the Department's website (www.nctreasurer.com).

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

- 19. Standard of Care.** Without limiting any other provision of this Contract, the Vendor shall perform the Services under this Contract with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent professional acting in a like capacity and familiar with the Services to be provided under this Contract would exercise in providing such Services.
- 20. Conflicts of Interest.** The Vendor represents, warrants, and covenants that no Vendor Party has, nor shall have during the term of this Contract, a financial interest or any other business relationship that would or may create a conflict of interest in its role in providing the Services under this Contract.
- 21. Disclosure.**
- a. Except as disclosed in writing to the Client, no Vendor Party is or has been the subject of, or a defendant in: (i) an investigation or suspension or revocation of a license or certification by a U.S., state, local, or foreign governmental, regulatory, or self-regulatory body; (2) an enforcement action or prosecution (or settlement in lieu thereof) brought by a governmental authority or self-regulatory organization relating to a violation of the Legal Requirements or securities, tax, fiduciary, audit, accounting, consulting, or criminal laws; or (ii) a civil action (or settlement in lieu thereof) brought by investors or clients relating to a violation of Legal Requirements or securities, tax, consulting, or fiduciary laws.
 - b. To the best knowledge of the Vendor, there is no legal action, suit, arbitration, or other investigation or proceeding (whether federal, state, local, or foreign) that (a) has not been disclosed in writing to the Department; (b) is pending or threatened against or may affect a Vendor Party or any of their respective key personnel; and (c) if adversely decided, could have a material adverse effect on the Vendor or its ability to provide the Services under this Contract.
- 22. Time is of the Essence.** Time is of the essence in the performance of this Contract with respect to the provision of the Services.
- 23. Survival.** The following sections shall survive the termination or expiration of this Contract: 1, 4, 5.c, 5.d, 7, 9, 10, 11, 15, 17, 23, 25, 26, 27, and 28. In addition, all provisions of this Contract shall continue to apply to actions taken before the termination or expiration of this Contract.
- 24. Signature Warranty.** Each signatory of this Contract warrants that he or she is duly authorized by the respective party to sign this Contract on behalf of and to bind his or her respective party to the terms and conditions herein.
- 25. Waiver.** Any waiver of any term or condition of this Contract shall be effective only if in writing and signed by all Parties hereto. Waiver by either party of any default or breach by the other party shall not be deemed a waiver of any subsequent default or breach.
- 26. Severability.** It is the intent of the parties that the provisions of this Contract shall be enforced to the fullest extent permitted by applicable law. To the extent that the terms set forth in this Contract or any word, phrase, clause, or sentence is found to be illegal or unenforceable for any reason, such word, phrase, clause or sentence shall be modified, deleted, or interpreted in such a manner so as to afford the party for whose benefit it was intended the fullest benefit commensurate with making this Contract, as modified, enforceable, and the balance of this Contract shall not be affected thereby, the balance being construed as severable and independent.
- 27. Entire Contract.** This Contract and any documents incorporated specifically by reference represent

the entire agreement between the parties and supersede all prior oral or written statements or agreements. The RFQ (including any addenda), the BAFO, and the Vendor's responses to the RFQ and BAFO are incorporated herein by reference. Conflicts among the documents that form this Contract shall be resolved in the following order of precedence (highest to lowest): the provisions of this Contract (highest precedence), the provisions of the BAFO, the provisions of the RFQ, the Vendor's response to the RFQ, and finally the Vendor's response to the RFQ (lowest precedence).

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

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

ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR

In accordance with N.C.G.S. §143-59.4, the Vendor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside the United States in the performance of the Contract. Vendor shall complete items a) and b) below.

- a) **Will any work under this Contract be performed outside the United States?** ☐ YES ☐ NO

If "YES":

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

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

- b) **Where, within the U.S., will work be performed?**

NOTES:

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

ATTACHMENT E: SECURITY OF DATA REQUIREMENTS

1. All materials, data, information, reports, records, and documentation, provided by, or on behalf of, the Client to the Vendor (the "Client's Data") or created for the Client during the performance or provision of Services hereunder are the property of the State of North Carolina and must be kept secure and returned to the State. The Vendor will protect the Client's Data in its possession, or the possession of a subcontractor, from unauthorized disclosure, unauthorized access, loss, damage, destruction by natural event, and other eventuality. Proprietary Vendor materials shall be identified to the State by Vendor prior to use or provision of Services hereunder and shall remain the property of the Vendor. Derivative works of any Vendor proprietary materials prepared or created during the performance of provision of Services hereunder shall be provided to the State as part of the Services. The Vendor shall access, store, transmit, and otherwise use the Client's Data solely to provide the Services during the term of a Contract (if any). The Vendor shall protect the confidentiality of the Client's Data the Client's Data and any deliverables studies, reports, records, or other materials that incorporate the Client's Data and/or that are created as part of the Services (the "Deliverables"), and the Client's Data and the Deliverables shall not disclose in any form without the prior written consent of the Client. The Vendor shall maintain and comply with written policies governing the access to, and the storage, transmission, duplication, and dissemination of, the Client's Data and the Deliverables.
2. Protection of personal privacy and sensitive data. The Vendor acknowledges its responsibility for securing any restricted or highly restricted data, as defined by the Statewide Data Classification and Handling Policy (<https://it.nc.gov/document/statewide-data-classification-and-handling-policy>) that is collected by the State and stored in any Vendor site or other Vendor housing systems including, but not limited to, computer systems, networks, servers, or databases, maintained by Vendor or its agents or subcontractors in connection with the provision of the Services. The Vendor warrants, at its sole cost and expense, that it shall implement processes and maintain the security of data classified as restricted; provide reasonable care and efforts to detect fraudulent activity involving the data; and promptly notify the State of any breaches of security within 24 hours of confirmation as required by N.C.G.S. § 143B-1379.
3. The Vendor will provide and maintain physically secure and encrypted backup of the Client's Data. The Vendor shall implement and maintain secure passwords for its online system providing the Services, as well as all appropriate administrative, physical, technical, and procedural safeguards at all times during the term of the Contract to secure the Client's Data from data breach and protect the Client's Data and the Services from loss, corruption, unauthorized disclosure, unauthorized access, and the introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt the access to, or the use or provisions of, the Client's Data and the Services (each a "Security Incident"). The Vendor will allow periodic back-up of the Client's Data by the State to the State's infrastructure as the State requires or as may be provided by law.
4. Vendor Certifications.
 - a. The Vendor certifies that (i) its treatment of the Client's Data is in compliance with applicable laws, regulations, and industry standards with respect to privacy and data security; and (ii) it has implemented and currently maintains an effective written information security program ("Information Security Program") that includes administrative, technical, and physical safeguards and other security measures necessary to (a) ensure the security, confidentiality, and integrity of the Client's Data; (b) protect against any anticipated threats or hazards to the security, confidentiality, and integrity of the Client's Data; (c) protect against unauthorized access to, destruction, modification, disclosure or use of the Client's Data; and (d) detect and respond to security incidents involving the Client's Data. In addition, the Vendor's Information Security Program shall address the following areas: (a) risk assessment and identification; (b) data governance and classification; (c) asset

inventory and device management; (d) access controls and identity management; (e) business continuity and disaster recovery planning and resources; (f) system operations and availability; (g) systems and network monitoring and security; (h) system and application development and quality assurance; (i) physical security and environmental controls; and (j) vendor management.

- b. The Vendor certifies that any Cloud Infrastructure as Service (IaaS), Platform as a Service (PaaS), and Software as a Service (SaaS) solutions system(s) contracted or outsourced and used to provide the Services under this Contract and that contain or process restricted or classified data used in for providing the services has, and will maintain, a current (less than two years old) third party security assertion with a favorable opinion for the proposed system that is consistent with the data classification level and a security controls appropriate for MODERATE information system(s) per the National Institute of Standards and Technology NIST 800-53 revision 4. The current and favorable third-party security assertions will be verified yearly, and the Vendor will be required to provide an updated report or a bridge letter verifying that the system environment and functions have not changed since the last security assertion report was produced. The bridge letter option is only valid for two years after a full third-party assessment. The Client reserves the right to independently evaluate, audit, and verify such requirements.
- c. The Vendor certifies that the Services will comply with the following:
 - i. Privacy provisions of the Federal Privacy Act of 1974.
 - ii. The North Carolina Identity Theft Protection Act, N.C.G.S. Chapter 75, Article 2A (e.g., N.C.G.S. § 75-65 and -66);
 - iii. The North Carolina Public Records Act, N.C.G.S. Chapter 132; and
 - iv. Applicable Federal, State and industry standards and guidelines including, but not limited to, relevant security provisions of the Payment Card Industry (PCI) Data Security Standard (PCIDSS) including the PCIDSS Cloud Computing Guidelines, Criminal Justice Information, The Family Educational Rights and Privacy Act (FERPA), Health Insurance Portability and Accountability Act (HIPAA); and
 - v. Any requirements implemented by the State under N.C.G.S. §§ 143B-1376 and -1377.
- 5. Notification. The Vendor shall notify the Department within 24 hours of a Security Incident and shall meet with the Department as requested to discuss a Security Incident and the Vendor's response.
- 6. The Vendor shall allow the State reasonable access, at no cost to the State, to Services security logs and reports, latency statistics, and other related Services security data that affect this Contract and the State's Data.
- 7. In the course of normal operations, it may become necessary for the Vendor to copy or move Client's Data to another storage destination on its online system and delete Client's Data found in the original location. In any such event, the Vendor shall preserve and maintain the content and integrity of the Client's Data.
- 8. In the event of temporary loss of access to the Services, the Vendor shall promptly restore continuity of the Services, restore Client's Data in accordance with the Contract, restore accessibility of Client's Data and the Services to meet the performance requirements in this RFQ and the Contract. Failure to promptly remedy any such temporary loss of access may result in the Client exercising its remedies pursuant to the Contract or in law or at equity.
- 9. In the event of disaster or catastrophic failure that results in significant loss of the Client's Data or extended loss of access to the Client's Data or Services, the Vendor shall notify the Client by the

fastest means available and in writing, with additional notification provided to the State Chief Information Officer or designee of the contracting agency. The Vendor shall provide such notification within twenty-four (24) hours after the Vendor reasonably believes there has been such a disaster or catastrophic failure. In the notification, the Vendor shall inform the Client of:

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

If Vendor fails to respond immediately and remedy the failure, the State may exercise its remedies under the Contract.

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

10. In the event of termination or expiration of this contract, cessation of business by the Vendor or other event preventing Vendor from continuing to provide the Services, the Vendor shall not withhold the Client's Data or any other State confidential information or refuse for any reason, to promptly return to the Client the Client's Data and any other State confidential information (including copies) if requested to do so on such media as reasonably requested by the Client, even if the Client is then or is alleged to be in breach of the Contract. As a part of the Vendor's obligation to provide the Client's Data pursuant to this Paragraph, the Vendor will also provide the Client any data maps, documentation, software, or other materials necessary, including, without limitation, handwritten notes, materials, working papers or documentation, for the State to use, translate, interpret, extract, and convert the Client's Data.
11. Secure Data Disposal. When requested by the State, the Vendor shall destroy all requested data in all of its forms, for example but not limited to: disk, CD/DVD, backup tape, and paper. The Client's Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) approved methods and certificates of destruction shall be provided to the State.

ATTACHMENT F: CERTIFICATION OF FINANCIAL CONDITION

The undersigned hereby certifies that: [check all applicable boxes]

- ☐ The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: _____ (If no audit within past 18 months, explain reason below.)

- ☐ The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.
- ☐ The Vendor is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.
- ☐ The Vendor is not the subject of any current or threatened litigation or investigation of noncompliance under federal or state law or the law of a non-United States jurisdiction.
- ☐ The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of a Contract awarded pursuant to this RFQ.
- ☐ The person signing below is authorized to make the foregoing statements on behalf of the Vendor.

Note: This shall constitute a continuing certification through the RFQ process and term of any Contract, and the Vendor shall notify the Department within 15 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason(s) in the space below:

Authorized signatory:

Signature

Date

Printed Name

Title

ATTACHMENT G: HUB SUPPLEMENTAL SUPPLIER INFORMATION

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

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

The Vendor shall respond to questions below, as applicable.

1. Is Vendor a NC-certified HUB? ☐ Yes ☐ No

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

If no, does vendor qualify for certification as HUB? ☐ Yes ☐ No

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

1. Are you using Subcontractors to perform any of the services being procured under this solicitation? ☐ Yes ☐ No

If yes, then provide the following information:

Company Name	Company Address	Website Address	Contact Name	Contact E-mail	Contact Phone #	NC HUB certified?	Percentage of Total Proposal Price

Need more information?

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

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