

STATE OF NORTH CAROLINA

Davidson-Davie Community College

Request for Proposal #: CC93-AS-03142025

Audit Services

Date of Issue: March 14, 2025

Proposal Opening Date: April 4, 2025

at 3:00PM ET

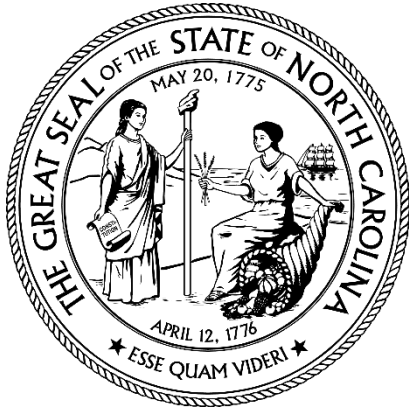
Direct all inquiries concerning this RFP to:

Jennifer Starsick

Associate Vice President, Financial & Administrative Services

Email: jennifer_starsick@davidsondavie.edu

Phone: 336.249.8186 x 4661



STATE OF NORTH CAROLINA

Request for Proposal

CC93-AS-03142025

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

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

Vendor Name

Vendor eVP#

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

Sealed, mailed responses ONLY will be accepted for this solicitation.

STATE OF NORTH CAROLINA Davidson-Davie Community College	
Refer <u>ALL</u> Inquiries regarding this RFP to: Jennifer Starsick jennifer_starsick@davidsondavie.edu 336.249.8186 x 4661	Request for Proposal #: CC93-AS-03142025
	Proposals will be publicly opened: April 4, 2025 at 3:00 pm
Using Agency: Davidson-Davie Community College	Commodity No. and Description: 801417 – Retail Services

EXECUTION

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

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

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

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

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

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

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

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

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

COMPLETE/FORMAL NAME OF VENDOR:		
STREET ADDRESS:	P.O. BOX:	ZIP:
CITY & STATE & ZIP:	TELEPHONE NUMBER:	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #12):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:	FAX NUMBER:	
VENDOR’S AUTHORIZED SIGNATURE*:	DATE:	EMAIL:

VALIDITY PERIOD

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

ACCEPTANCE OF PROPOSAL

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

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

The attached certification, by _____.

(Authorized Representative of Davidson-Davie Community College)

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1.0 PURPOSE AND BACKGROUND

Davidson-Davie Community College is seeking financial statement audit services for its fiscal year ending June 30, 2025. The contract shall commence on July 1, 2025, and continue, unless terminated in accordance with this section, through June 30, 2029. Note that Davidson-Davie Community College is only required to obtain a financial statement audit every two years.

The intent of this solicitation is to award an Agency Specific Contract.

BACKGROUND

Davidson-Davie Community College was established in 1963 and is a two-year, comprehensive post-secondary institution. Davidson-Davie Community College has multiple campuses across Davidson and Davie counties.

Davidson-Davie Community College is part of North Carolina's Community College System (NCCCS), which includes 58 community colleges across the State. As a member of the NCCCS, Davidson-Davie Community College is required to submit an annual Comprehensive Annual Financial Report (CAFR) to the Office of the State Controller. Davidson-Davie Community College's financial year end is June 30, and the CAFR is typically due during the last full week of August. Davidson-Davie Community College then completes the formal financial statements by September 30, and the audit fieldwork must be completed by October 31, with the final audit report completed by November 30. The financial statements are presented in accordance with accounting principles generally accepted in the United States of America as prescribed by the Governmental Accounting Standards Board (GASB) and the standards applicable to financial audits contained in the Governmental Auditing Standards, issued by the Comptroller General of the United States. Colleges within the NCCCS are required to have a fiscal audit once every other year.

The Davidson-Davie Community College Foundation, Inc. (the Foundation) is a legally separate not for profit corporation and is reported as a discretely presented component unit based on the nature and significance of its relationship to Davidson-Davie Community College. Its fiscal year end is June 30.

The Foundation is a legally separate, tax-exempt component unit of Davidson-Davie Community College. The Foundation acts primarily as a fund-raising organization to supplement the resources that are available to Davidson-Davie Community College in support of its programs. The Foundation board consists of graduates and friends of Davidson-Davie Community College. Although Davidson-Davie Community College does not control the timing or number of receipts from the Foundation, the majority of resources that the Foundation holds and invests are restricted to the activities of Davidson-Davie Community College by the donors. Because these restricted resources held by the Foundation can only be used by or for the benefit of Davidson-Davie Community College, the Foundation is considered a component unit of Davidson-Davie Community College and is reported in separate financial statements. The Foundation is a private not for profit organization that reports its financial statements in accordance with accounting principles generally accepted in the United States of America as prescribed by the Financial Accounting Standards Board (FASB). As such, certain revenue recognition criteria and presentation features are different from the Governmental Accounting Standards Board (GASB) revenue recognition criteria and presentation features. The Foundation contracts their own outside auditor; therefore, the Foundation's audit is not part of this request for proposals.

1.1 CONTRACT TERM

The Contract shall have a term of *three (3)* audit periods, beginning on the date of final Contract execution (the "Effective Date").

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

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

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

2.2 E-PROCUREMENT FEE

ATTENTION: The E-Procurement fee may apply to this solicitation. See the paragraph entitled ELECTRONIC PROCUREMENT of the North Carolina General Terms and Conditions.

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

2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

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

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component of this RFP, those must be submitted as questions in accordance with the instructions in the PROPOSAL QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The State may also elect to leave open the possibility for later negotiation and amendment of specific provisions of the Contract that have been addressed during the question and answer period. Other than through this Q and A process or negotiation under 01 NCAC 05B.0503, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal shall constitute a firm offer that shall be held open for the period required herein ("Validity Period" above).

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

2.4 RFP SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFP	Davidson-Davie	Friday, March 14, 2025
Submit Written Questions	Vendor	Friday, March 21, 2025
Provide Response to Questions	Davidson-Davie	Wednesday, March 26, 2025
Submit Proposals	Vendor	Friday, April 4, 2025 at 3:00 pm
Contract Award	Davidson-Davie	Thursday, May 15, 2025 (pending Office of State Auditor approval)

2.5 PROPOSAL QUESTIONS

Upon review of the RFP documents, Vendors may have questions to clarify or interpret the RFP in order to submit the best proposal possible. To accommodate the Proposal Questions process, Vendors shall submit any such questions by the “Submit Written Questions” date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum.

Written questions shall be emailed to *jennifer_starsick@davidsondavie.edu* by the date and time specified above. Vendors should enter “RFP # CC93-AS-03142025 Questions” as the subject for the email. Question submittals should include a reference to the applicable RFP section and be submitted in the format shown below:

Reference	Vendor Question
RFP Section, Page Number	Vendor question ...?

2.6 PROPOSAL SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. Vendor shall bear the risk of late submission due to unintended or unanticipated delay. It is the Vendor’s sole responsibility to ensure its proposal has been received as described in this RFP by the specified time and date of opening. The time and date of receipt will be marked on each proposal when received. Any proposal or portion thereof received after the proposal deadline will be rejected.

[By Mail]

Mailing address for delivery of proposal via US Postal Service	Office Address of delivery by any other method (special delivery, overnight, or any other carrier).
PROPOSAL # CC93-AS-03142025 Davidson-Davie Community College Attn: Jennifer Starsick PO Box 1287 Lexington, NC 27293	PROPOSAL # CC93-AS-03142025 Davidson-Davie Community College Attn: Jennifer Starsick 297 DCC Rd. Thomasville, NC 27360

CAUTION: 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. **Attempts to submit a proposal via facsimile (FAX) machine, telephone, or email in response to this RFP shall NOT be accepted.**

- a) Submit a signed, original executed proposal to the address identified in the table above. **IMPORTANT:** Volume One, Volume Two, and Volume Three (if applicable) constitute your proposal. Ensure that each Volume of your proposal is in a separate sealed envelope inside of one proposal package that is mailed to Davidson-Davie Community College.
- b) Submit your proposal in a sealed package. Clearly mark each package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table above. Label each interior sealed envelope with the RFP number and Volume number. Proposals are subject to rejection unless submitted with the information above included on the outside of the sealed proposal package.

Volume One must contain the entire Technical Proposal including any proprietary information.

Volume Two must contain the entire Cost Proposal.

Volume Three

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

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

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

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

2.7 PROPOSAL CONTENTS

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

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

Volume One: Technical Proposal

- a) Cover Letter, which must contain the following: (i) a statement that confirms that the proposer has read the RFP in its entirety, including all links, and all Addenda released in conjunction with the RFP, (ii) a statement that the Vendor agrees to perform in accordance with the scope of work, requirements, and specifications contained herein; and (iii) Vendor’s agreement to comply with all instructions, terms and conditions, and attachments.
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.

- c) Completed and signed version of all EXECUTION PAGES, along with the body of the RFP.
- d) Signed receipt pages of any addenda released in conjunction with this RFP, if required to be returned.
- e) Vendor’s Proposal addressing all Specifications of this RFP.
- f) Completed version of ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION
- g) Completed version of ATTACHMENT E: CUSTOMER REFERENCE FORM
- h) Completed version of ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR
- i) Completed and signed version of ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

Volume Two: Cost Proposal

- a) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- b) Completed version of ATTACHMENT A for Volume Two Only: COST PROPOSAL

Volume Three: Redacted Technical Proposal (if applicable to Vendor)

- a) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number.
- b) Redacted version of Volume One.

2.8 ALTERNATE PROPOSALS

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

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

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

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

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

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

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

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

3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

Davidson-Davie Community College will conduct a Two-Step evaluation of Proposals:

Proposals will be received from each Vendor as two separate volumes - the Technical Proposal and the Cost Proposal. Both proposals (Technical and Cost) shall be signed and dated by an official authorized to bind the firm. Unsigned proposals will not be considered.

NOTE: No technical information shall be contained in the cost proposal. No cost information shall be contained in the technical proposal. Inclusion of any cost information in the technical proposal and/or any technical information in the cost proposal shall constitute sufficient grounds to reject Vendor's proposal.

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

At that date and time specified in the RFP SCHEDULE Section above, unless modified by Addendum, the package containing the technical proposals from each responding Vendor will be publicly opened and the name of each Vendor announced publicly. A notation will also be made regarding whether a separate sealed cost proposal has been received. Cost proposals will be placed in safekeeping until opened at a later date.

Upon completion of the technical evaluation, the cost proposals of those Vendors whose technical proposals have been deemed acceptable will be publicly opened. The total cost offered by each Vendor will be tabulated and become a matter of public record. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

If negotiation is anticipated under 01 NCAC 05B.0503, pricing may not be public until award.

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 proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not.

The College reserves the right to reject all original offers and request one or more of the Vendors submitting proposals within a competitive range to submit a best and final offer (BAFO), based on discussions and negotiations with the College, if the initial responses to the RFP have been evaluated and determined to be unsatisfactory.

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

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

3.4 EVALUATION CRITERIA

BEST VALUE: "Best Value" procurement methods are authorized by N.C.G.S. §§143-135.9 and 143B-1350(h). The award decision is made based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the Vendor's offer; the Vendor's past performance; and the evaluated probability of performing the specifications stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance. The intent of "Best Value" procurement is to enable Vendors to offer and the Agency to select the most appropriate solution to meet the business objectives defined in the solicitation and to keep all parties focused on the desired outcome of a procurement.

A ranking method of source selection will be utilized in this procurement using evaluation criteria listed in order of importance in the Evaluation Criteria section below to allow the State to award this RFP to the Vendor(s) providing the Best Value and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with, or traded-off against, other non-price factors.

EVALUTION METHOD: Narrative and by consensus of the evaluating committee, explaining the strengths and weaknesses of each proposal and why the recommended awardee provides the best value to the State.

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

Evaluation of Technical Proposal:

1. Vendor Technical Approach
2. Vendor's Qualifications and Pertinent Skills
3. Vendor's Experience, Especially with Conducting Community College Financial Statements Audits
4. Review of Vendor's Most Recent Peer Review, References List, and North Carolina Board of CPA Examiners' Public Records Database

Evaluation of Cost Proposal:

1. Cost for the Audit
2. Maximum Not To Exceed Amount

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

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

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

3.6 INTERPRETATION OF TERMS AND PHRASES

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

4.0 REQUIREMENTS

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

4.1 PRICING

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

4.2 INVOICING

The Vendor may submit one monthly invoice within fifteen (15) calendar days following the end of each month in which work was performed. Invoices must be submitted to the following address:

Davidson-Davie Community College
Attn: Accounts Payable
PO Box 1287
Lexington, NC 27293

Invoices must bear the correct contract number and purchase order number to ensure prompt payment. The Vendor's failure to include the correct purchase order number may cause delay in payment.

Invoices must include an accurate description of the work for which the invoice is being submitted, the invoice date, the period of time covered, the amount of fees due to the Vendor and the billing address.

INVOICES MAY NOT BE PAID UNTIL AN INSPECTION HAS OCCURRED AND THE GOODS OR SERVICES ACCEPTED.

4.3 FINANCIAL STABILITY

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

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

4.4 HUB PARTICIPATION

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

4.5 VENDOR EXPERIENCE

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

4.6 REFERENCES

Vendor shall provide at least three (3) references, using ATTACHMENT E: CUSTOMER REFERENCE FORM, for which it has provided Services of similar size and scope to those proposed herein. Davidson-Davie Community College may contact these users to determine whether the Services provided are substantially similar in scope to those proposed herein and whether Vendor's performance has been satisfactory. The information obtained may be considered in the evaluation of the Proposal.

4.7 BACKGROUND CHECKS

Vendor and its personnel are required to provide or undergo background checks at Vendor's expense prior to beginning work with the College. As part of Vendor background, the following details must be provided to the State:

- a) Any **criminal felony conviction**, or conviction of any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception, by Vendor, its officers or directors, or any of its employees or other personnel to provide Services on this project, of which Vendor has knowledge, or provide a statement that Vendor is aware of none;
- b) Any **criminal investigation** for any offense involving moral turpitude, including, but not limited to fraud, misappropriation, falsification or deception pending against Vendor of which it has knowledge, or provide a statement Vendor is aware of none;
- c) Any **regulatory sanctions** levied against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies within the past three years or a statement that there are none. As used herein, the term "regulatory sanctions" includes the revocation or suspension of any license or certification, the levying of any monetary penalties or fines, and the issuance of any written warnings;
- d) Any **regulatory investigations** pending against Vendor or any of its officers, directors or its professional employees expected to provide Services on this project by any state or federal regulatory agencies of which Vendor has knowledge or a statement that there are none.
- e) Any **civil litigation**, arbitration, proceeding, or judgments pending against Vendor during the three (3) years preceding submission of its proposal herein or a statement that there are none.

Vendor’s response to these requests shall be considered a continuing representation, and Vendor’s failure to notify the State within thirty (30) days of any criminal litigation, investigation or proceeding involving Vendor or its then current officers, directors or persons providing Services under this Contract during its term shall constitute a material breach of contract. The provisions of this paragraph shall also apply to any subcontractor utilized by Vendor to perform Services under this Contract.

4.7.1 PERSONNEL

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

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

4.8 VENDOR’S REPRESENTATIONS

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

4.9 AGENCY INSURANCE REQUIREMENTS MODIFICATION

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

- Small Purchases
- Contract value in excess of the Small Purchase threshold, but up to \$1,000,000.00
- Contract value in excess of \$1,000,000.00If the proposal includes an onsite store during the term of this Agreement, the vendor shall keep in force, at its own expense, at least the following insurance.

5.0 SPECIFICATIONS AND SCOPE OF WORK

The financial statements of Davidson-Davie Community College will be audited for the year ended June 30, 2025, in accordance with auditing standards generally accepted in the United States of America. The audit must also be conducted in accordance with the standards applicable to financial audits contained in the Government Auditing Standards, issued by the Comptroller General of the United States.

The audit scope will include a determination as to whether the financial statements are presented in accordance with the GASB accounting principles. Statewide accounting policies are established by the Office of State Controller, and thus, apply to Davidson-Davie Community College.

Per North Carolina General Statutes § 147-64.6D:

- Each audit report prepared for a State agency by a Certified Public Accountant shall itemize the number of hours used in conducting the audit and in preparation of the audit report and the total cost of conducting the audit and preparing the audit report.
- For purposes of consistency, this cost disclosure must be presented on the last page and not as the final note in the Notes to the Financial Statement section of the audit report. It must be in the following format: "This audit required _____ audit hours at a cost of \$_____."
- Additional information may be provided in the hours/cost disclosure so long as the above sentence is included.

The Office of State Auditor will be permitted to review the audit documentation for the engagement and such audit documentation will be retained for a period of at least three years after completion, termination, or expiration of the contract, or other record retention requirements set by State Archives of North Carolina in the North Carolina Department of Natural and Cultural Resources.

An electronic copy of all audit reports will be submitted to the Office of the State Auditor at osa.reports@ncauditor.gov and an additional electronic copy will be submitted to the Office of State controller (hard copies are no longer required). The Office of State Controller's policy on *Submission of Audit Reports* is available at: <https://www.osc.nc.gov/1054-statewide-accounting-policy-submission-audit-reports>. An electronic copy and additional paper copies (as deemed necessary) will be provided to Davidson-Davie Community College.

If the Office of the State Auditor needs the audit report to support the opinion rendered in the Annual Comprehensive Financial Report or another audit report, Davidson-Davie Community College will be informed on an individual basis of this fact and of the required reporting deadlines.

Davidson-Davie Community College may have other audit report issuance deadlines imposed by governing boards, grant providers, debt covenants, etc., and will share these reporting deadlines with the Vendor as they arise.

Other requirements include:

1. On site work for planning and control testing, which should occur May or June. The timing can be negotiated.
2. Final on-site fieldwork should begin on or after October 1st and end no later than October 31st. The timing can be negotiated.
3. Due date: Audit Opinion on Davidson-Davie Community College's financial statements issued by November 30th. The timing is not negotiable.
4. Attending the Budget and Finance Committee and the Board of Trustees meetings to discuss the results of the audit.
5. A financial penalty of 10% of contract amount shall be imposed on the audit firm in the required due date for deliverables is not met.

5.1 GENERAL

The response to this RFP shall consist of the following volumes:

Volume One: Technical Proposal

1. Project Organization, Background, and Experience
2. Technical Approach

Volume Two: Cost Proposal

1. All Itemized Costs Expected to be Billed for the Audit
2. Billing Arrangements

3. Maximum Not to Exceed Amount for Contract

5.2 TASKS/DELIVERABLES

The contract will result in the Vendor providing to Davidson-Davie Community College the following:

- An audit opinion on the financial statements (GASB based financials)
- The audit must be conducted in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in the Government Auditing Standards, issued by the Comptroller General of the United States.

5.3 PROJECT ORGANIZATION, BACKGROUND, AND EXPERIENCE

Vendor shall describe the organizational and operational structure it proposes to utilize for the work described in this RFP and identify the responsibilities to be assigned to each person Vendor proposes to staff the work. Additionally, the Vendor shall provide the following information for this section of the proposal:

- An executive summary of the company;
- Background and details of experience with similar projects;
- A list of key personnel who will perform the audit and their qualifications;
- A list of similar clients audited by the firm and the length of time that the firm has audited each;
- The Vendor’s most recent peer review; and,
- A description of any regulatory actions taken against the Vendor or key personnel in the last three years.

5.4 TECHNICAL APPROACH

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

6.0 CONTRACT ADMINISTRATION

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

6.1 CONTRACT MANAGER AND CUSTOMER SERVICE

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

Contract Manager Point of Contact
--

Name:	
Office Phone #:	
Mobile Phone #:	
Email:	

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

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

6.2 POST AWARD PROJECT REVIEW MEETINGS

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

6.3 PERIODIC MONTHLY STATUS REPORTS

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

Within ten (10) days of the award of the Contract the Vendor shall submit a final work plan and a sample report, both to the designated Contract Lead for approval.

6.4 ACCEPTANCE OF WORK

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

Acceptance of Vendor’s work product shall be based on the following criteria:
Davidson-Davie Community College’s receipt of a final audit opinion on the financial statements (GASB based financials) which must be conducted in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in the Government Auditing Standards, issued by the Comptroller General of the United States.

Davidson-Davie Community College shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or delivery of a deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the College shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation, or testing, as applicable to the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any specifications, acceptance criteria or otherwise

fail to conform to the Contract, the College may exercise any and all rights hereunder, including, for Goods deliverables, such rights provided by the Uniform Commercial Code, as adopted in North Carolina.

6.5 FAITHFUL PERFORMANCE

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

The parties agree that the Vendor shall be subject to the following faithful performance requirement:

Davidson-Davie Community College may withhold final payment contingent on acceptance of a final audit opinion on the financial statements (GASB based financials) which must be conducted in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in the Government Auditing Standards, issued by the Comptroller General of the United States.

6.6 TRANSITION ASSISTANCE

If a Contract results from this solicitation, and the Contract is not renewed at the end of the last active term, or is canceled prior to its expiration, for any reason, Vendor shall provide transition assistance to the State, at the option of the State, for up to three (3) months to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the State exercises this option, the Parties agree that such transition assistance shall be governed by the terms and conditions of the Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall agree to pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

6.7 DISPUTE RESOLUTION

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

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

6.8 CONTRACT CHANGES

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

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7.0 ATTACHMENTS

****IMPORTANT NOTICE****

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

ATTACHMENT A: COST PROPOSAL TO CONSTITUTE VOLUME TWO OF OVERALL PROPOSAL

Complete and return the form as Volume Two Cost Proposal.

COST PROPOSAL	
DESCRIBE BILLING ARRANGEMENTS:	
ITEMIZE BELOW SERVICES TO BE CONDUCTED FOR FINANCIAL STATEMENTS AUDIT	COSTS
TOTAL	\$
ENTER MAXIMUM NOT TO EXCEED AMOUNT FOR TOTAL TERM OF THE CONTRACT	\$

ATTACHMENT B: INSTRUCTIONS TO VENDORS

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

<https://www.doa.nc.gov/formnorth-carolina-instructions-vendors/download?attachment=>

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

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

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

ATTACHMENT D: HUB SUPPLEMENTAL VENDOR INFORMATION

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

<https://www.doa.nc.gov/pandc/onlineforms/form-hub-supplemental-vendor-information-9-2021/open>

ATTACHMENT E: CUSTOMER REFERENCE FORM

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

<https://www.doa.nc.gov/pandc/onlineforms/form-customer-reference-template-09-2021/open>

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

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

<https://www.doa.nc.gov/pandc/onlineforms/form-location-workers-09-2021/open>

ATTACHMENT G: CERTIFICATION OF FINANCIAL CONDITION

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

<https://www.doa.nc.gov/pandc/onlineforms/form-certification-financial-condition-09-2021/open>

LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

The Certification for Contracts, Grants, Loans, and Cooperative Agreements and the OMB Standard Form LLL are separate documents that can be found at the following link:

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

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