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AMENDMENT to

North Carolina Housing Finance Agency

Request for Proposal #: 2026-10

Davis-Bacon Compliance Monitoring Services

Original Date of Issue: 10/16/2026

Date of Amendment: 10/28/2026

Direct all inquiries concerning this RFP to:

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Compliance Analyst

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Amendment #1

Attachment B: North Carolina Housing Finance Agency General Terms & Conditions on page 18 is hereby amended by adding the following new term and condition:

“(u) Use of Artificial Intelligence (AI)”

The Vendor agrees to the following:

a) **Data Privacy and Security**

Vendor shall not use, access, store, transmit, or process any data (“Data”) it gathers while providing servicing under this Agreement—including but not limited to confidential, privileged, personally identifiable information (PII), protected health information (PHI), federal tax information (FTI), Social Security Administration (SSA) data, or (as otherwise protected under federal or state law (specifically the North Carolina Identity Theft Protection Act, Chapter 75, Article 2A) —through any AI tools or platforms unless:

- 1) The AI tool is explicitly approved in writing by the Agency.
- 2) The tool is operated within a secure Agency-controlled or approved environment.

b) **Prohibition on Model Training**

Vendor shall not use Data to train, fine-tune, or otherwise improve AI models.

c) **Transparency and Accountability**

Vendor shall clearly disclose when AI tools are used in providing services or generating content on behalf of the Agency. Vendor is responsible for the accuracy, reliability, and appropriateness of all AI-generated outputs.

d) **Use of Approved Tools Only**

Only Agency-approved AI platforms, systems, or services may be used in the performance of this Contract. Use of public, consumer, or non-Agency-managed AI platforms (e.g., ChatGPT, Google Gemini, etc.) with Data is strictly prohibited unless authorized in writing.

e) **Ongoing Compliance and Risk Mitigation**

Vendor shall ensure continued compliance with evolving state and federal regulations related to AI. The Agency reserves the right to audit or review AI usage under this Contract at any time.

Amendment #2

Section 2.3 “RFP Schedule” on page 5 is hereby amended as follows:

Event	Responsibility	Date and Time
Issue RFP	NCHFA	10/16/2026
Submit Written Questions	Vendor	10/23/2026 @ 5:00 p.m. ET
Provide Responses to Questions	NCHFA	10/28/2026
Issue Amendment to RFP <i>Attachment B, page 18</i> <i>Section 2.3, page 5</i>	NCHFA	10/28/2026
Submit Written Questions to Amendment to RFP	Vendor	11/4/2026
Provide Responses to Questions to Amendment to RFP	NCHFA	11/9/2026
Proposal Submission Deadline	Vendor	11/13/2026 @ 5:00 p.m. ET
Final Selection	NCHFA	12/4/2026

Other than the amendments set forth herein, all other terms and conditions remain the same.