STATE OF NORTH CAROLINA	REQUEST FOR BEST AND FINAL OFFER NO. 3 RFP #Doc155340737				
DEPARTMENT OF COMMERCE Division of Community Revitalization (DCR)	Offers will be received until: November 24, 2025				
Division of Community Revitalization (DCR)	Issue Date: November 21, 2025				
Refer <u>ALL</u> inquiries regarding this BAFO to: <u>angela.dunaway@commerce.nc.gov</u>	Commodity Number: 811118 – System and System Component Administration Services				
(919) 526-8340	Description: Grant Management System				
	Using Agency: Department of Commerce				
See page 2 for submittal instructions.	Requisition No.: TBD				

NOTICE TO VENDOR

Offers, subject to the conditions made a part hereof, will be received via email at angela.dunaway@commerce.nc.gov until 5:00 pm EST on the day of opening and then opened, for furnishing and delivering the goods and services as described herein. Offers submitted via any other methods in response to this Best and Final Offer (BAFO) will not be accepted. Offers are subject to rejection unless submitted on this form.

EXECUTION

In compliance with this Request for Best and Final Offer (BAFO), and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all goods and services which are offered, at the prices agreed upon and within the time specified herein. Pursuant to N.C.G.S. §143B-1354 and under penalty of perjury, the undersigned Vendor certifies that this offer has not been arrived at collusively or otherwise in violation of Federal or North Carolina law and this offer is made without prior understanding, agreement, or connection with any firm, corporation, or person submitting an offer for the same commodity, and is in all respects fair and without collusion of fraud. This procurement complies with the State's own procurement laws, rules and procedures per 2 CFR § 200.317.

Failure to execute/sign offer prior to submittal shall render offer invalid. Late offers are not acceptable.

	P.O. BOX:	ZIP: 30305			
CITY & STATE & ZIP: Atlanta, GA - 30305		TOLL FREE TEL. NO			
PRINT NAME & TITLE OF PERSON SIGNING: Jason Rusnak - President		FAX NUMBER:			
DATE: 11/21/2025	E-MAIL: jason.rusnak@neighborlysoftware.com				
	DATE:	TELEPHONE NUMBER: 703-864-7231 FAX NUMBER: DATE: E-MAIL:			

Offer valid for forty five (45) days from date of offer opening unless otherwise stated here: ____ days

ACCEPTANCE OF OFFER

If the State accepts any or all parts of this offer, an authorized representative of Department of Commerce shall affix his/her signature to the Vendor's response to this Request for BAFO. The acceptance shall include the response to this BAFO, any provisions and requirements of the original RFP which have not been superseded by this BAFO and the Department of Information Technology Terms and Conditions. These documents shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful vendor(s).

FOR STATE USE ONLY
Offer accepted and contract awarded this 21st day of November 2025, as indicated on attached certification,
by_ (Authorized representative of Department of Commerce).

BAFO Number: #Doc155340737

DELIVERY INSTRUCTIONS:

It is the responsibility of the Vendor to deliver the offer to this office via email by the specified time and date of opening. Vendor may submit their BAFO response to angela.dunaway@commerce.nc.gov no later than the specified time and date of opening on Page 1. Please include the BAFO number in the email subject line.

SOLICITATION REQUEST FOR BEST AND FINAL OFFER (BAFO)

This request is to acquire a best and final offer from Vendor for a Grant Management System. The offer should integrate the previous response to the RFP and any changes listed below. Any individual vendor can receive a different number of requests for BAFOs than other offerors.

NOTE: This bid is still in the evaluation period. During this period and prior to award, possession of the BAFO, original bid response and accompanying information is limited to personnel of the Department of Information Technology (DIT) Statewide IT Procurement Office, and to agencies responsible for participating in the evaluation. Bidders who attempt to gain this privileged information, or to influence the evaluation process (i.e. assist in evaluation) will be in violation of purchasing rules and their offer will not be further evaluated or considered.

In accordance with RFP #Doc155340737, the order of precedence will be as follows: Best and Final Offers, special terms and conditions specific to this RFP, Specifications of the RFP, the Department of Information Technology Terms and Conditions, and the agreed portion of the awarded Vendor's offer.

The Vendor's response to RFP #Doc 155340737 ("the RFP") is modified as follows:

- I. For avoidance of doubt, the terms and conditions of Vendor's standard agreements (the Master Services Agreement, Exhibit A: Service Level Terms, End User License Agreement, and the Data Privacy and Consent Policy, found on pp. 296-312 of vendor's response the RFP, may apply to the extent such terms and conditions do not materially change the terms and conditions of the RFP. In the event of any conflict between the State's terms and conditions and the Vendor's standard agreements, the State's terms and conditions relating to fees and payments, termination, audit and records, jurisdiction, choice of law, confidentiality, the State's electronic procurement application of law or administrative rules, the remedy for intellectual property infringement and the exclusive remedies and limitation of liability in the DIT Terms and Conditions herein shall apply in all cases and supersede any provisions contained in Vendor's relevant standard agreement or any other agreement. The State shall not be obligated under any standard license and/or maintenance or other Vendor agreement(s) to indemnify or hold harmless the Vendor, its licensors, successors or assigns; nor arbitrate any dispute, nor pay late fees, legal fees or other similar costs.
- II. Sections 6 ("Fees & Payment Terms") (and all subparagraphs therein), 11 ("Limitation of Liability") (and all subparagraphs therein), 13 ("Dispute Resolution") of the Master Services Agreement (found on pp. 296-303 of Vendor's response to the RFP) are deleted and shall have no force or effect.
- III. Section 8 ("Limitation of Liability") of the End User License Agreement (found on pp. 306-309 of Vendor's response to the RFP) is deleted and shall have no force or effect.
- IV. The State's Terms and Conditions, North Carolina State law, and the State's Security standards and policies shall take precedence over the Vendor's Data Privacy and Consent Policy (found on pp. 310-312 of Vendor's response to the RFP).

STATE OF NORTH CAROLINA	REQUEST FOR BEST AND FINAL OFFER NO. 2 #Doc155340737				
DEPARTMENT OF COMMERCE Division of Community Revitalization (DCR)	Offers will be received until: November 7, 2025				
Division of community Revitalization (DCR)	Issue Date: November 6, 2025				
Refer <u>ALL</u> inquiries regarding this BAFO to: angela.dunaway@commerce.nc.gov	Commodity Number: 811118 – System and System Component Administration Services				
(919) 526-8340	Description: Grant Management System				
	Using Agency: Department of Commerce				
See page 2 for submittal instructions.	Requisition No.: TBD				

NOTICE TO VENDOR

Offers, subject to the conditions made a part hereof, will be received via email at angela.dunaway@commerce.nc.gov until 2:00 pm EST on Nov. 7, 2025. Offers submitted via any other methods in response to this Best and Final Offer (BAFO) will not be accepted. Offers are subject to rejection unless submitted on this form.

EXECUTION

In compliance with this Request for Best and Final Offer (BAFO), and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all goods and services which are offered, at the prices agreed upon and within the time specified herein. Pursuant to N.C.G.S. §143B-1354 and under penalty of perjury, the undersigned Vendor certifies that this offer has not been arrived at collusively or otherwise in violation of Federal or North Carolina law and this offer is made without prior understanding, agreement, or connection with any firm, corporation, or person submitting an offer for the same commodity, and is in all respects fair and without collusion of fraud. This procurement complies with the State's own procurement laws, rules and procedures per 2 CFR § 200.317.

Failure to execute/sign offer prior to submittal shall render offer invalid. Late offers are not acceptable.

OFFEROR: Benevate, LLC				
STREET ADDRESS: 3423 Piedmont Rd NE		P.O. BOX: NA	ZIP: 30305	
CITY & STATE & ZIP: Atlanta, GA - 30305	TELEPHONE NUMBER: TOLL FREE TEL. N 703-864-7231			
PRINT NAME & TITLE OF PERSON SIGNING: Jason Rusnak - President		FAX NUMBER:		
AUTH	DATE: 11/6/2025	E-MAIL: jason.rusnak@neighborlysoftware.com		

Offer va'id for fort '-five (" days from date of offer opening.

ACCEPTANCE OF OFFER

If the State accepts any or all parts of this offer, an authorized representative of Department of Commerce shall affix his/her signature to the Vendor's response to this Request for BAFO. The acceptance shall include the response to this BAFO, previous BAFO, any provisions and requirements of the original RFP which have not been superseded by this BAFO and the Department of Information Technology Terms and Conditions. These documents shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful vendor(s).

FOR STATE USE ONLY		
Offer accepted and contract awarded this	_ day of November 2025, as indicated on attached certification,	
by	(Authorized representative of Department of Commerce).	
by	(Authorized representative of Department of commerce).	

Docusign Envelope ID: EC0B0396-802A-4EB1-AEA5-DF83C91D32E8

BAFO Number: #Doc155340737

DELIVERY INSTRUCTIONS:

It is the responsibility of the Vendor to deliver the offer to this office via email by the specified time and date of opening. Vendor may submit their BAFO response to angela.dunaway@commerce.nc.gov no later than the specified time and date of opening on Page 1. Please include the BAFO number in the email subject line.

SOLICITATION REQUEST FOR BEST AND FINAL OFFER (BAFO) NO. 2

This request is to address the exceptions noted in Vendor's offer on page 294 as well as any potential conflicts between the Vendor's standard agreements and this RFP. As described in the RFP, the system must support end-to-end grant management, enhance transparency, and scale effectively to meet future program needs across a variety of funding sources. The offer in response to this BAFO integrates the previous BAFO response, and the response to the RFP not superseded below. Any individual vendor can receive a different number of requests for BAFOs than other offerors.

NOTE: This bid is still in the evaluation period. During this period and prior to award, possession of the BAFO, original bid response and accompanying information is limited to personnel of the Department of Information Technology (DIT) Statewide IT Procurement Office, and to agencies responsible for participating in the evaluation. Bidders who attempt to gain this privileged information, or to influence the evaluation process (i.e. assist in evaluation) will be in violation of purchasing rules and their offer will not be further evaluated or considered.

In accordance with RFP #Doc155340737, the order of precedence will be as follows: Best and Final Offers, special terms and conditions specific to this RFP, Specifications of the RFP, the Department of Information Technology Terms and Conditions, and the agreed portion of the awarded Vendor's offer.

TERMS and CONDITIONS:

- 1. The State does not agree to modify the language in Paragraph 21(b)(i) Termination for Cause.
- 2. The State does agree to accept the language proposed by Vendor related to its patent, copyright and trade secret protection as an addition to Paragraph 39 of Attachment B: NCDIT Terms and Conditions. For the avoidance of doubt, this language states: "All rights, title, and interest in and to the Software as well as any improvements, modifications, enhancements, updates, or derivative works created by Vendor, whether during the term of this Agreement or otherwise, are and shall remain the exclusive property of Vendor. Vendor shall also retain all intellectual property rights, including but not limited to copyrights, patents, trade secrets, and any other proprietary rights related to the Software, its components, and any associated inventions, designs, or discoveries. State shall have no rights, title, or interest in the Software or any proprietary rights related thereto."
- 3. As stated in Section 7.4 of the RFP, the terms and conditions of the Vendor's standard services, license, maintenance or other agreement(s) applicable to Services, Software and other Products acquired under this RFP apply only to the extent such terms and conditions do not change the terms and conditions of this RFP. In the event of any conflict between the terms and conditions of this RFP and the Vendor's standard agreement(s), the terms and conditions of this RFP shall apply.

YES, Vendor acknowledges and agrees to the above three (3) statements.	
\square NO, Vendor does not acknowledge or agree to the above three (3) statements.	

STATE OF NORTH CAROLINA	REQUEST FOR BEST AND FINAL OFFER NO. #Doc155340737				
DEPARTMENT OF COMMERCE Division of Community Revitalization (DCR)	Offers will be received until: October 22, 2025				
Division of Community Revitalization (DCR)	Issue Date: October 15, 2025				
Refer ALL inquiries regarding this BAFO to: angela.dunaway@commerce.nc.gov	Commodity Number: 811118 – System and System Component Administration Services				
(919) 526-8340	Description: Grant Management System				
	Using Agency: Department of Commerce				
See page 2 for submittal instructions.	Requisition No.: TBD				

NOTICE TO VENDOR

Offers, subject to the conditions made a part hereof, will be received via email at angela.dunaway@commerce.nc.gov until 2:00 pm EST on the day of opening and then opened, for furnishing and delivering the goods and services as described herein. Offers submitted via any other methods in response to this Best and Final Offer (BAFO) will not be accepted. Offers are subject to rejection unless submitted on this form.

EXECUTION

In compliance with this Request for Best and Final Offer (BAFO), and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all goods and services which are offered, at the prices agreed upon and within the time specified herein. Pursuant to N.C.G.S. §143B-1354 and under penalty of perjury, the undersigned Vendor certifies that this offer has not been arrived at collusively or otherwise in violation of Federal or North Carolina law and this offer is made without prior understanding, agreement, or connection with any firm, corporation, or person submitting an offer for the same commodity, and is in all respects fair and without collusion of fraud. This procurement complies with the State's own procurement laws, rules and procedures per 2 CFR § 200.317.

Failure to execute/sign offer prior to submittal shall render offer invalid. Late offers are not acceptable.

OFFEROR: Benevate, LLC						
STREET ADDRESS: 3423 Piedmont Road NE		P.O. BOX: N/A	ZIP: 30305			
CITY & STATE & ZIP: Atlanta, GA 30305		TELEPHONE NUMBER: 703-864-7231	TOLL FREE TEL. NO N/A			
PRINT NAME & TITLE OF PERSON SIGNING: Jason Rusnak, President		FAX NUMBER: N/A				
AUTH	DATE: 10/21/2025	E-MAIL: jason.rusnak@neighborlysoftware.com				

Offer valid for forty five (45) days from date of offer opening unless otherwise stated here: _____ days

ACCEPTANCE OF OFFER

If the State accepts any or all parts of this offer, an authorized representative of Department of Commerce shall affix his/her signature to the Vendor's response to this Request for BAFO. The acceptance shall include the response to this BAFO, any provisions and requirements of the original RFP which have not been superseded by this BAFO and the Department of Information Technology Terms and Conditions. These documents shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful vendor(s).

FOR STATE USE ONLY	
Offer accepted and contract awarded this day of, 2025, as indicated of	on attached certification,

by	(Authorized representative of Department of Commerce).
BAFO Number: #Doc155340737	

DELIVERY INSTRUCTIONS:

It is the responsibility of the Vendor to deliver the offer to this office via email by the specified time and date of opening. Vendor may submit their BAFO response to angela.dunaway@commerce.nc.gov no later than the specified time and date of opening on Page 1. Please include the BAFO number in the email subject line.

SOLICITATION REQUEST FOR BEST AND FINAL OFFER (BAFO)

This request is to acquire a best and final offer from Vendor for a Grant Management System. As described in the RFP, the system must support end-to-end grant management, enhance transparency, and scale effectively to meet future program needs across a variety of funding sources. The offer in response to this BAFO should integrate the previous response to the RFP and any changes listed below. Any individual vendor can receive a different number of requests for BAFOs than other offerors.

NOTE: This bid is still in the evaluation period. During this period and prior to award, possession of the BAFO, original bid response and accompanying information is limited to personnel of the Department of Information Technology (DIT) Statewide IT Procurement Office, and to agencies responsible for participating in the evaluation. Bidders who attempt to gain this privileged information, or to influence the evaluation process (i.e. assist in evaluation) will be in violation of purchasing rules and their offer will not be further evaluated or considered.

In accordance with RFP #Doc155340737, the order of precedence will be as follows: Best and Final Offers, special terms and conditions specific to this RFP, Specifications of the RFP, the Department of Information Technology Terms and Conditions, and the agreed portion of the awarded Vendor's offer.

BAFO COST:

The State encourages the vendor to supply more competitive prices. Vendor should submit its most competitive prices in the Excel BAFO Cost file.

Complete Attachment D – BAFO Cost Form (Excel file) and include with this BAFO response.

Attachment D has been provided as additional attachment.

APPLICATION INTAKE:

Please confirm or modify in your BAFO response: The Application Intake and Application Processing module/s of the Grant Management System will allow external applicants to submit applications for review within 14 calendar days after receipt of a Purchase Order.

Our answer to the "Application Intake" clarification question is included with the pricing and clarification narrative provided.

Neighborly Software – North Carolina Department of Commerce, Grant Management System – BAFO Number: #Doc155340737

Neighborly Software appreciates the opportunity to submit this Best and Final Offer (BAFO). In preparing this refinement, we focused on two priorities: delivering measurable cost efficiency and accelerating North Carolina's ability to serve applicants quickly and securely.

Our original pricing was developed with care and intention - reflecting Neighborly Software's deep experience delivering large-scale, federally funded programs nationwide. Because we understand the full lifecycle of disaster recovery systems, our proposal was designed to be both accurate and sustainable from the outset, particularly for a twelve-year delivery model. In preparing this BAFO, Neighborly Software revisited every project assumption to identify internal efficiencies and targeted refinements—resulting in a **7.3% cost reduction** over the 12-year proposed contract period while enhancing delivery speed and preserving the full scope of functionality.

Accelerated Delivery

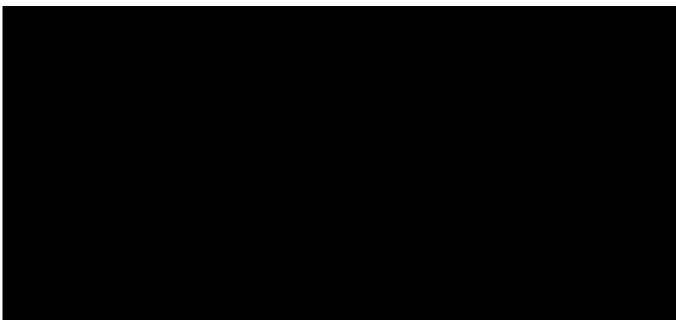
The BAFO also requests clarification as follows "Please confirm or modify in your BAFO response: The Application Intake and Application Processing module/s of the Grant Management System will allow external applicants to submit applications for review within 14 calendar days after receipt of a Purchase Order."

Neighborly Software is prepared to deliver the applicant-facing portal within 14 days of award, including functionality to accept applications for the following four programs: Infrastructure, Economic Revitalization, Multi-Family Housing, and Workforce Housing for Ownership. This accelerated timeline is achievable because substantial setup of the RenewNC portal was completed prior to the demonstration, providing DCR with a strong foundation for rapid deployment. If not all programs are required at launch, Neighborly Software can prioritize deployment based on DCR's preferences, ensuring the most critical programs go live first while maintaining overall project momentum.

To meet this accelerated timeline, DCR's timely provision or approval of the desired application content will be essential. DCR may either provide its own application template or select from Neighborly Software's library of best-practice disaster recovery program templates, each of which can be quickly configured to meet program-specific requirements. Leveraging an existing, proven template will enable Neighborly Software to confidently meet the 14-day applicant portal launch window. However, any material redesign, new program requirements, or extended review cycles may necessitate a

corresponding adjustment to the go-live schedule. Neighborly Software's implementation team will facilitate this process through guided working sessions and sample configurations to accelerate review and approval.

Long-Term Value



Additional Refinements

• Cyber Insurance Flexibility: Pricing includes enhanced coverage per the solicitation. If DCR determines our existing coverage meets requirements, we can offer an additional modest reduction equal to that premium estimate.

Neighborly Software's BAFO reflects our continued commitment to partnership, fiscal responsibility, and long-term program success. By aligning our resources to meet DCR's accelerated launch goals while maintaining full functionality and support, we've strengthened both the value and readiness of our proposal. We welcome the opportunity to discuss specific assumptions and further refine our approach if DCR's needs or definitions have evolved. Our team remains dedicated to helping North Carolina recover quickly and sustainably - through a secure, transparent, and flexible system built to serve communities for years to come.

RFP #: Doc155340737 Grant Management System

ATTACHMENT D: BAFO COST FORM Vendor Name: Neighborly Software

Item	Description			Year 1 Cost		Year 2 Cost	Year 3 Cost
1	Software Licenses:		\$	423,750.00	\$	423,750.00	\$ 423,750.00
2	Hosting Service		\$	10,978.00	\$	10,978.00	\$ 10,978.00
3	Implementation/Configuration		\$	248,042.00	\$		\$ 2 -
4	Transition In		\$		\$		\$ 10.70
5	Training		\$	28,050.00	\$		\$ 2=3
6	Maintenance and Support		\$	89,500.00	\$	89,500.00	\$ 89,500.00
7	Transition Out		\$	22	\$	2	\$ 10,000.00
8	Other Costs: Must be itemized in detail		\$:	\$	Ξ.	\$ E=
		TOTAL	\$	800,320.00	\$	524,228.00	\$ 534,228.00
			T	TAL COST (/ ₀₂	re 1 2 and 3)	\$ 1 858 776 00

TOTAL COST (Years 1, 2, and 3) \$ 1,858,776.00

OPTIONAL COSTS - may or may not be purchased by the State						
Item	Description		Year 1 Cost		Year 2 Cost	Year 3 Cost
9	Application Enhancements	\$	24,000.00	\$	24,000.00	\$ 24,000.00

	OPTIONAL RENEWALS - may or may not be purchased by the State. <u>Must be completed</u> as part of the offer.						
Item	Description		Year 4 Cost		Year 5 Cost		Year 6 Cost
10	Software License Free	\$	70,625.00	\$	70,625.00	\$	70,625.00
11	Hosting Service	\$	10,978.00	\$	10,978.00	\$	10,978.00
12	Training	\$	5	\$		\$	15
13	Maintenance and Support	\$	33,300.00	\$	33,300.00	\$	33,300.00
	Other Costs: Mainteance Portal (Years 7-12)	\$.	\$	X13	\$	90,000.00
	TOTAL	. \$	114,903.00	\$	114,903.00	\$	204,903.00
	TOTAL OPTION	AL F	RENEWALS (Yea	rs 4, 5, and 6)	\$	434,709.00

TOTAL COST; YEARS 1-6

Does <u>not</u> include Item 9, Application Enhancements \$ 2,293,485.00



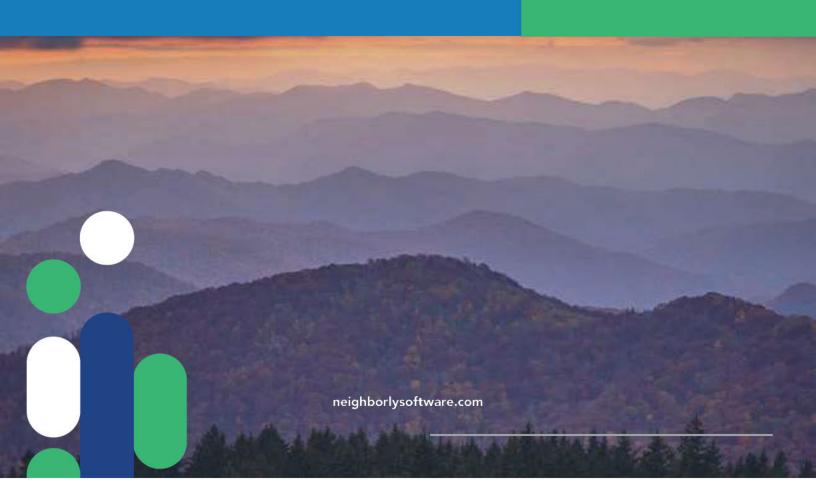
STATE OF NORTH CAROLINA

DEPARTMENT OF COMMERCE

Division of Community Revitalization (DCR)

Request for Proposal no. Doc155340737

Contract Name: Grant Management System



May 29th, 2025

State of North Carolina Department of Commerce Division of Community Revitalization (DCR)

Re: Request for Proposal No. Doc155340737

Dear Ms. Dunaway,

DCR's mission to deliver relief to North Carolinians affected by Hurricane Helene is monumental -and urgent. DCR needs more than just software; you need a strategic partner who understands CDBG-DR, deploys rapidly, and delivers a configurable system built for scale.

Neighborly Software has a purpose-built team with deep expertise in CDBG-DR. In partnership with Guidehouse, we bring proven experience in over \$7 billion in CDBG-DR funds and over \$80 billion in federal funding. Our highly configurable, SaaS system is already optimized for CDBG-DR — empowering a rapid launch that is built for recovery and proven in the field. Our system has been used by other grantees for the same program types DCR plans to administer.

We have deployed billion-dollar relief programs in as little as 48 hours. Our platform has stepped in where others could not, and we thrive in complex, high-pressure environments where speed, flexibility, and reliability are essential. For us, it's not just about software – it's about delivering on our mission: helping communities help people.

DCR deserves more than a system that checks the boxes. You need a partner who's been in the trenches—and understands the stakes, the scrutiny, and the urgency of large-scale relief programs. Our platform was purpose-built for these challenges and has supported billions of dollars in emergency relief funding. Speed, flexibility, transparency, security, and automation aren't features—they're foundational to everything we deliver.

With Neighborly, DCR gains more than a grant management system—you gain a strategic partner committed to your mission. Our real-time reporting tools enable DCR to maintain program visibility, deliver transparent communication, and confidently guide the public narrative. Our platform is already built and only requires configuration for your specific needs. We are ready to move quickly, adapt seamlessly, and help North Carolina deliver on this critical promise to its communities.

We look forward to the opportunity to support DCR and North Carolinians in this vital recovery effort, and hope our response warrants a system demonstration and further conversations!



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STATE OF NORTH CAROLINA DEPARTMENT OF COMMERCE	REQUEST FOR PROPOSAL NO. Doc155340737
	Contract Name: Grant Management System
	Bid Opening Date/Time: May 29, 2025, at 2:00 pm ET
Refer ALL inquiries regarding this RFP	RFP Issue Date: May 2, 2025
Angie Dunaway DCR Procurement Director angela.dunaway@commerce.nc.gov	Commodity Code: 811118 – System and System Component Administration Services
	Purchasing Agency: Department of Commerce
	Requisition No.: TBD

OFFER

The Purchasing Agency solicits offers for Services and/or goods described in this solicitation. All offers and responses received shall be treated as Offers to contract as defined in 9 NCAC 06A.0102(12).

EXECUTION

In compliance with this Request for Proposal (RFP), and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all Services or goods upon which prices are offered, at the price(s) offered herein, within the time specified herein. This procurement complies with the State's own procurement laws, rules and procedures per 2 CFR § 200.317.

Failure to execute/sign offer prior to submittal shall render offer invalid. Late offers are not acceptable.

OFFEROR:			•
Benevate, LLC (dba Neighborly Software)			
STREET ADDRESS:		P.O. BOX:	ZIP:
3423 Piedmont Rd. NE		30305	
CITY, STATE & ZIP:		TELEPHONE NUMBER:	TOLL FREE TEL. NO
Atlanta, GA		855-625-9738	
NAME & TITLE OF PERSON SIGNING:	FAX NUMBER:	2	
Jason Rusnak, President			
AUTHORIZED SIGNATURE:	DATE:	E-MAIL:	
5/28/25		jason.rusnak@neight	oorlysoftware.com

Offer valid for one hundred twenty (120) days from date of bid opening.

ACCEPTANCE OF OFFER

If any or all parts of this offer are accepted, an authorized representative of the Department of Commerce shall affix its signature hereto and any subsequent Request for Best and Final Offer, if issued. Acceptance shall create a contract having an order of precedence as follows: Best and Final Offers, if any, Special terms and conditions specific to this RFP, Specifications of the RFP, the Department of Information Technology Terms and Conditions, and the agreed portion of the awarded Vendor's Offer. A copy of this acceptance will be forwarded to the awarded Vendor(s).

FOR PURCHASING AGENCY USE ONLY	
Offer accepted and contract awarded this date	, as indicated on attached certification,
by	_ (Authorized representative of Department of Commerce).

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1.0 ANTICIPATED PROCUREMENT SCHEDULE

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

Action	Responsibility	Date
RFP Issued	Agency	May 2, 2025
Pre-Offer Conference	Agency	May 8, 2025 at 10:00 am ET
Written Questions Deadline	Potential Vendors	May 12 , 2025 by 10:00 am ET
Agency's Response to Written Questions/ RFP Addendum Issued via Sourcing	Agency	May 20, 2025
Offer Opening Deadline	Vendor(s)	May 29, 2025 at 1:59:59 pm ET
Offer Evaluation	Agency	May 30 – June 10, 2025
Selection of Finalists	Agency	Upon completion of evaluation
Oral Presentations and/or Product Demonstrations by Finalists (Optional)	Selected Vendors	Optional
Negotiations with Finalists (Optional)	Agency designees and selected Vendor(s)	Optional
Best and Final Offers Deadline from Finalists (Optional)	Selected Vendors	Optional
Contract Award (tentative)	Agency	June 23, 2025
Protest Deadline	Responding Vendors	15 days after award

2.0 PURPOSE OF RFP

2.1 Introduction

The North Carolina Department of Commerce, Division of Community Revitalization (DCR) is soliciting proposals for the deployment and support of a grant management system, including setup, integration, training, and maintenance. The selected solution will support the administration of DCR's funding programs—including over \$1.4 billion in Community Development Block Grant–Disaster Recovery (CDBG-DR) funds—and enable efficient program management, reporting, and compliance activities across multiple initiatives.

The Grant Management System must allow DCR staff, grantees, and external partners to efficiently track, manage, and report on grant-funded activities. The system must integrate with the North Carolina Financial System (NCFS) and support additional components that reflect modern grant management practices and DCR's programmatic needs.

The final system must be fully implemented within four (4) months of contract award. Timeline to completion is an evaluation criterion, and DCR is looking to have a system implemented as quickly as possible.

Proposals must address all requirements outlined in this RFP and any issued addenda, and demonstrate how the solution will meet DCR's technical, functional, and operational goals.

2.2 Purpose of the RFP and Agency Background

The United States Department of Housing and Urban Development (HUD) announced that the State of North Carolina (the State) will receive \$1,428,120,000 in funding to support long-term recovery efforts following Hurricane Helene (FEMA DR-4827-NC) through the North Carolina Department of Commerce (NCDOC). Community Development Block Grant—Disaster Recovery (CDBG-DR) funding is designed to address needs that remain after all other assistance has been exhausted. These funds will help meet remaining unmet housing, economic development, mitigation, and infrastructure needs that resulted from thousands of homes and small businesses being damaged or destroyed by Hurricane Helene in September 2024 bringing historic rainfall, strong winds, and tornadoes generated by the storm. On September 27, 2024, former Governor Roy Cooper requested a Major Disaster Declaration from the federal government for thirty-nine (39) North Carolina counties and the Eastern Band of Cherokee Indians. On September 28, 2024, twenty-five (25) counties in the State were declared a major disaster by former President Biden under provisions of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act or P.L. 93-288), approving Individual and Public Assistance (IA and PA) for these counties as well as the Eastern Band of Cherokee Indians. On October 5, 2024, two (2) additional North Carolina counties were declared eligible for federal individual assistance, followed by twelve more counties on October 16, 2024.

DCR administers more than \$1.4 billion in Community Development Block Grant–Disaster Recovery (CDBG-DR) funds. To ensure efficient, transparent, and compliant program delivery, DCR is issuing this RFP for a centralized Grant Management System. The ideal solution will be comprehensive, flexible, and user-friendly, capable of unifying grant records, streamlining workflows, strengthening data management, and enhancing communication across stakeholders. A Software as a Service (SaaS) model is preferred, though other approaches will be considered if they meet DCR's functional and technical requirements.

This system will serve as a foundational tool in DCR's efforts to deliver funding efficiently, transparently, and in compliance with all applicable regulations.

2.3 Summary of Problem Statement

DCR requires a centralized, modern grant management system to support the administration of complex, large-scale funding programs such as Community Development Block Grant–Disaster Recovery (CDBG-DR).

DCR's current reliance on disconnected systems and manual processes makes it difficult to efficiently manage high volumes of applications, monitor program performance, ensure timely payments, and meet rigorous compliance and reporting requirements. These limitations increase the risk of delays, data errors, and communication gaps with grantees, contractors, and stakeholders.

To address these challenges, DCR seeks a flexible, user-friendly solution that streamlines workflows, automates key functions, centralizes data, and integrates with the North Carolina Financial System (NCFS). The system must support end-to-end grant management, enhance transparency, and scale effectively to meet future program needs across a variety of funding sources.

2.4 Contract Term

A contract awarded pursuant to this RFP shall have an effective date as provided in the Notice of Award. The term shall be three (3) year(s), with the option at the State's discretion to renew the contract for three additional 1-year periods if need be, and will expire upon the three-year anniversary date of the effective date unless otherwise stated in the Notice of Award, or unless terminated earlier or renewed. The State retains the option to extend the Agreement should there be a need.

2.5 Effective Date

This solicitation, including any Exhibits, or any resulting contract or amendment shall not become effective nor bind the State until the appropriate State purchasing authority/official or Agency official has signed the document(s), contract or amendment; the effective award date has been completed on the document(s), by the State purchasing official, and that date has arrived or passed. The State shall not be responsible for reimbursing the Vendor for goods provided nor Services rendered prior to the appropriate signatures and the arrival of the effective date of the Agreement. No contract shall be binding on the State until an encumbrance of funds has been made for payment of the sums due under the Agreement.

2.6 Contract Type

Definite Quantity Contract - This request is for a close-ended contract between the awarded Vendor and the State to furnish a pre-determined quantity of a good or service during a specified period of time.

The State reserves the right to make partial, progressive or multiple awards where it is advantageous to award separately by items; where more than one supplier is needed to provide the contemplated specifications as to quantity, quality, delivery, service, geographical areas; or where other factors are deemed to be necessary or proper to the purchase in question.

3.0 RFP REQUIREMENTS AND SPECIFICATIONS

3.1 General Requirements and Specifications

3.1.1 REQUIREMENTS

Requirement means, as used herein, a function, feature, or performance that the solution must provide. If the offer cannot meet the requirements, they will not be evaluated.

3.1.2 SPECIFICATIONS

Specification means, as used herein, a detailed description that documents the function and performance of a solution or solution component.

The apparent silence of the specifications as to any detail, or the apparent omission of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only processes, configurations, materials and workmanship of the first quality may be used. Upon any notice of noncompliance provided by the State, Vendor shall supply proof of compliance with the specifications. Vendor must provide written notice of its intent to deliver alternate or substitute Services, products, goods or other Deliverables. Alternate or substitute Services, products, goods or Deliverables may be accepted or rejected in the sole discretion of the State; and any such alternates or substitutes must be accompanied by Vendor's certification and evidence satisfactory to the State that the function, characteristics, performance and endurance will be equal or superior to the original Deliverables specified.

3.2 Security Specifications for Applicant-Facing Technology Solutions

3.2.1 SOLUTIONS NOT HOSTED ON STATE INFRASTRUCTURE

The Program for Hurricane Helene Housing Recovery Efforts will be required to receive and securely manage data that is classified as High Risk, Department Critical. Refer to the North Carolina Statewide Data Classification and Handling policy for more information regarding data classification. The policy is located at the following website: https://it.nc.gov/document/statewide-data-classification-and-handling-policy.

To comply with the State's Security Standards and Policies, State agencies are required to perform annual security/risk assessments on their information systems using NIST 800-53 controls. This requirement additionally applies to all Vendor-provided, agency-managed Infrastructure as a Service (laaS), Platform as a Service (PaaS), and Software as a Service (SaaS) solutions which will handle data classified as Medium Risk (Restricted) or High Risk (Highly Restricted) data.

(a) Vendors are strongly encouraged to provide a VRAR at offer submission. This report is located at the following website: https://it.nc.gov/documents/vendor-readiness-assessment-report

Upon request, Vendors must provide a completed Vendor Readiness Assessment Report for Non-State Hosted Solutions ("VRAR") prior to contract award. Failure to do so within seven (7) days of request will render the Vendor's offer as non-responsive.

- (b) Upon request, Vendors shall provide a current independent 3rd party assessment report in accordance with the following subparagraphs (i)-(ii) prior to contract award. However, Vendors are encouraged to provide a current independent 3rd party assessment report in accordance with subparagraphs (i)-(ii) at the time of offer submission.
 - (i) Federal Risk and Authorization Management Program (FedRAMP) certification, SOC 2 Type 2, ISO 27001, or HITRUST are the preferred assessment reports for any Vendor solutions which will handle data classified as Medium Risk (Restricted) or High Risk (Highly Restricted).
 - (ii) An laaS vendor cannot provide a certification or assessment report for a SaaS provider UNLESS permitted by the terms of a written agreement between the two vendors and the scope of the laaS certification or assessment report clearly includes the SaaS solution.
- (c) Additional Security Documentation. Prior to contract award, the State may in its discretion require the Vendor to provide additional security documentation, including but not limited to vulnerability assessment reports and penetration test reports. The awarded Vendor shall provide such additional security documentation upon request by the State during the term of the contract.

3.3 Enterprise Specifications for Applicant-Facing Technology Solutions 3.3.1 ARCHITECTURE DIAGRAMS

The State utilizes architectural diagrams to better understand the design and technologies of a proposed solution. The two diagrams we are requesting are the Network Architecture and Technology Stack. Details on these diagrams can be found at the following I ink: https://it.nc.gov/resources/statewide-it-procurement/vendor-engagement-resources#Tab-Architecture-1192

It is strongly encouraged to submit the Network Architecture and Technology Stack at offer submittal however they must be supplied upon request prior to contract award. Failure to do so within seven (7) calendar days of the State's request will render the Vendor's offer to be non-responsive.

There may be additional architectural diagrams requested of the vendor after contract award. This will be communicated to the vendor by the agency as needed during the project.

3.3.2 SOLUTION ROADMAP

A Solution Roadmap defines the vision and strategic elements of the solution. The Solution Roadmap is a plan of action for how a Solution will evolve over time. The minimum content should include:

- a) Vision for the solution
- b) High-level functionality expected for each solution release into production environment
- c) High-level timeline
- d) Description of how customer feedback is collected and incorporated into solution enhancements

Describe the solution roadmap for your product. Include content on release strategies for functionality, roadmap for technical architecture, how scalability of solution is planned.

3.3.3 IDENTITY AND ACCESS MANAGEMENT

The proposed solution must externalize identity and access management. The protocols describing the State's Identity and Access Management can be found at the following link: https://it.nc.gov/services/vendor-engagement-resources#Tab-IdentityAccessManagement-1241

Describe how your solution supports the above protocols, as well as making them available for application integration/consumption.

3.3.4 INTEGRATION APPROACH

Describe proposed solution capabilities to interoperate with other solutions. Identify the standards supported, integrations platforms, adaptors, APIs, and the like.

3.3.5 DISASTER RECOVERY AND BUSINESS CONTINUITY

Describe the proposed solution capabilities related to the following areas:

Disaster Recovery Plan (DRP) – describe how proposed solution supports Recovery Point Objectives (RPO) and Recovery Time Objectives (RTO) metrics.

System Backup – describe backup plan capabilities.

Disaster Recovery Testing – describe the frequency and test procedures for end-to-end disaster recovery testing. Business Continuity Plan (BCP) – describe capabilities proposed solution can provide in support of agency's continuity of operations and incident responses.

3.3.6 DATA MIGRATION

Describe approaches available for data conversion and/or data migration to load current data into proposed solution.

3.3.7 APPLICATION MANAGEMENT

Describe how the proposed solution monitors and reports the metrics on system performance.

Describe how the proposed solution manages user administration.

Describe the audit capabilities of proposed solution related to management of the application.

3.3.8 ACCESSIBILITY

Describe how the proposed solution complies with industry accessibility standards.

Provide product documentation that demonstrates how the proposed solution is digitally accessible or if not fully accessible, provide the roadmap with timeline for remediation.

Standards include:

- a) W3C Web Accessibility Initiative Web Content Accessibility Guidelines (WCAG) 2.1: https://www.w3.org/TR/WCAG21/
- b) Section 508: https://www.section508.gov/
- c) Voluntary Product Accessibility Template (VPAT®): https://www.itic.org/policy/accessibility/vpat

3.4 Enterprise, Services, and Standards

Vendors can refer to the Vendor Resources Page for information on North Carolina Department of Information Technology regarding architecture, security, strategy, data, digital, identity and access management and other general information on doing business with state IT process.

The Vendor Resources Page found at the following link: https://it.nc.gov/vendor-engagement-resources. This site provides vendors with statewide information and links referenced throughout the RFP document. Agencies may request additional information.

3.5 Business and Technical Specifications

DCR seeks a functional, fully implemented, vendor-maintained Grant Management Software System that meets the requirements of this RFP. DCR prefers a disaster recovery expert vendor who understands the type of technology needed to successfully administer a complex and evolving grant management system.

In your offer, please describe your solution and technical approach in response to the specifications.

- **3.5.1** Describe how you identify and employ a Technology Manager responsible for delivering the technology solution.
- **3.5.2** Describe any additional functionality needed to successfully implement the system, as well as how you will build and maintain the system as needed for the program's success.
- **3.5.3** Describe how you will develop and deploy the necessary technology to implement the grant management system.
- **3.5.4** Describe how you supply and maintain a secure web-based technology to support the grant management system.
- **3.5.5** Describe how you will maintain system access and functionality—including documents and reports—for at least five (5) years after program closeout.
- **3.5.6** Describe how the solution:
 - (a) Is capable of contract generation, change order processing, and closeout function.
 - (b) Handles payment processing: submission, tracking, reconciliation, and reporting of payments, including alignment with program-specific requirements.
 - (c) Handles management reporting, including real-time dashboards, exportable reports, custom KPIs, and program-level analytics.
 - (d) Provides workflow automation, including configurable workflows, approval chains, status alerts, and notification triggers.
 - (e) Allows DCR staff to make minor changes (e.g., forms, user access, fields) without vendor intervention.

- (f) Provides clear, immediate responses to user actions—such as confirmation messages when something is saved, error messages when something goes wrong, and visual indicators (like loading spinners or progress bars) when tasks are processing.
- (g) Provides ease of navigation and correction (i.e. users should feel comfortable navigating and exploring the system without fear of making irreversible mistakes). If an error occurs, will users be able to easily fix it—such as undoing actions, correcting entries, or recovering deleted information—without needing technical assistance?
- (h) Provides automated notifications: scheduled or triggered updates to internal and external users.
- (i) Allows for cross-program reporting: the ability to query and report data across multiple funding programs.
- (j) Documents communication history with grantees and partners, similar to CRM functionality.
- (k) Allows grantees to upload documentation, submit payment requests, and complete required forms without needing a paid license.
- 3.5.7 Respond to the specifications detailed in the matrices below.

1. SYSTEM INTERFACE				
	Interface with other DCR applications to submit/transmit data and documents (at least daily):			
INT-1	 a. North Carolina Financial System (NCFS), which is the State's financial system of record b. Document Management Software c. Adobe Software d. Awarded Implementation Vendor's Software e. Tableau, SmartSheet, and Microsoft Office Suite, specifically Power BI, Microsoft Word, and Microsoft Excel® f. Commonly used Enterprise Database Software 			
INT-2	Complete multiple tasks in real time, within the same record, including allowing real-time editing.			
INT-3	Interface with other applications such as those listed in INT-1, and any others identified by the Vendor, to search for and extract data.			
INT-4	Describe your solution's available support integration methods and the integration environment.			

2. USER INTERFACE			
UI-1	Be accessible through multiple client platforms and devices such as laptops, desktops (Microsoft Windows®, Apple Mac®, Google Chromebook®), tablets, smart phones (Apple iPhone®, Google Android®) and other mobile devices.		

UI-2	Support modern browsers (current version and one (1) previous version) and list all web browsers supported by the solution.
UI-3	Have a responsive design for mobile user access.
UI-4	Be accessible to users with disabilities (including low/no-vision users), adhere to best practices established by the Web Accessibility Initiative (such as consistent use of the "title" tag on every webpage and using descriptive alternative text for any image that conveys information), and enable form fields to be accessible and usable by screen reading devices.
UI-5	Offer flexibility for DCR staff to configure screen layout, create customized fields and reports, create, or modify programs, multiple funding sources, program requirements and workflows.
UI-6	Allow users to efficiently search to help find relevant information.

3. TECHNICAL SPECIFICATIONS		
TC-1	Be modular and scalable with business resiliency to accommodate all users.	
TC-2	Provide data exchange that conforms to non-proprietary and industry standard exchange format.	
TC-3	Develop a secure interface to deposit and retrieve data between your solution, NCFS, and Awarded Implementation vendor's software.	
TC-4	Work with State development teams to determine the data and communications needs for interfaces.	
TC-5	Provide all necessary software licenses to support your team and DCR staff or its vendors, internal and external monitors/auditors, HUD, and other necessary parties required to support the disaster recovery process of western North Carolina.	
TC-6	Provide DCR near real-time reporting on critical program outcomes and program financial obligations.	
TC-7	Provide Data Validation of user inputs to ensure data accuracy, prevent errors, and streamlined information.	
TC-8	Provide a certificate of insurance on a standard Acord form (or the equivalent) evidencing the Bidder's commercial general liability, professional liability, and any other liability insurance policies relevant to the proposed services. At minimum, cyber liability insurance should be ten million (\$10,000,000) per claim and commercial crime two million (\$2,000,000) per occurrence.	

4. AVAILABILITY				
			ity and how systemers but does not req	errors or anomalies are reported to uire the following:
	Priority	Response Target	Resolution Target	Nature of Resolution
A)/A 4	Critical	One (1) hour	Four (4) hours or less	Workaround and product patch is provided; fix incorporated into future release
AVA-1	High	Two (2) hours	Eight (8) hours or less	Workaround and product patch is provided; fix incorporated into future release
	Medium	Upon Request	Twenty-four (24) hours or less	Answer to inquiry(ies) and workaround provided; fix incorporated into future release
	Low	Upon Request	Three (3) Business Days	Answer to inquiry(ies) and/or workaround or fix is provided
AVA-2	932.5	low you will per nts and workflow		ability for evolving program

5. CORE FUNCTIONS		
COR-1	Prevent duplicative information and establish processes to unify records.	
COR-2	Create unique case files for each grant. Each case file can comprise multiple form submittals, document uploads, and data fields.	
COR-3	Allow the upload and storage of images to the System and associate uploads with the appropriate grant if necessary.	
COR-4	Allow authorized internal (DCR and/or its vendors) users to manually enter and update data in files, including the following: a. Review or approve status changes, if necessary. b. Notate audit or monitoring comments in the application and attachments. c. Notes regarding calls or discussions with applicants or others.	
COR-5	Search the System for records based on a variety of criteria entered, including: a. File number b. Grant name c. Grant number d. Payment reference number	
COR-6	House templates for forms and correspondence. DCR must be able to update letterhead, correspondence, and forms as required by the program.	
COR-7	Provide interactive online form submittal, including digital signatures, document uploads, and image uploads.	
COR-8	Generate electronic and printed correspondence to applicants, including but not limited to first class mail, certified mail, text and emails and associate correspondence with the appropriate application.	

COR-9	Enable authorized users to view, update, and resend correspondence for an application or payment.
COR-10	Manage, track, and age process workflows, including notifications and/or correspondence appropriate to the process.
COR-11	Gather data elements from a variety of forms, recognizing the different types of forms.
COR-12	Provide an application dashboard to allow applicants to check the status of their own application.
COR-13	Provide a dashboard for DCR users to view all information submitted and the status of each file.
COR-14	Manage separate but related process flows related to an application and facilitate visibility and communication between separate teams to ensure programmatic coordination and compliance with federal regulation and state policies and procedures governing different programs.
COR-15	Track special circumstances (for example, tracking title issues that need time to cure) with applications to ensure eligibility questions are resolved prior to award.
COR-16	Utilize grant project budgets, with approval workflows, which can tie to the general ledger.
COR-17	Track grant funding sources, allocations, obligations, expended and remaining funds across fiscal years (cumulative), and per fiscal years.
COR-18	Provide API to allow different software applications to communicate and exchange data.
COR-19	Provide strong data type validation to enforce data integrity.
COR-20	Handle budget adjustments, extra programmatic and KPI data collections during the middle of project implementation.

6. ADMINISTRATIVE FUNCTIONS		
ADM-1	Manage internal and external user access to the proposed Solution.	
ADM-2	Allow user access based on user role criteria - including the permissions for each role.	
ADM-3	Describe all modules and components of the proposed system.	
ADM-4	Provide "Best Practice" guidelines for system administration, backups and disaster recovery.	

7. FINANCIAL MANAGEMENT		
FIN-1	Combine supporting documentation and send DCR Finance an invoice with all the documents housed in the cost record.	
FIN-2	Upload and store W-9's, Vendor Electronic Payment (VEP) forms, and package information.	
FIN-3	Upload wire or other documents back into the system.	

FIN-4	Provide approval process flow.
FIN-5	Notify Finance users that there is package information in the Finance queue that needs processing.
FIN-6	Receive payment and reimbursement information to be housed back into the system.
FIN-7	Generate bill payment reports.
FIN-8	Manage returned checks, missing checks, returned payments, and manual data entry for recording purposes only (as needed).
FIN-9	Track the status of payments, with approval workflows, which can tie to the general ledger (for example, date payment/invoice was submitted, and date payment/invoice was paid by NCFS).
FIN-10	Handle "reverse" payments for funds return or payments to wrong party by mistake.

8. REPORTING		
RPT-1	Generate pre-configured and ad hoc reports with multiple output file types and sorting capabilities.	
RPT-2	Enable DCR and its Vendors to access and generate preconfigured and ad-hoc reports.	

Describe how your solution will:

9. AUDITING		
AUD-1	Provide auditable logs on all system edits, deletes, and additions. Logs must include: a. Date and time an event occurs b. Objects affected c. Identity and role of the actor performing the activity. If an identity can be assigned multiple roles, or multiple roles can authorize the same activity, this would mean the role used to authorize the activity in this case d. Outcome (success or failure) of the activity e. Audit history of a record (original data retained)	
AUD-2	Provide logging capabilities including system events for purposes of monitoring, maintenance, and notification of system failures and/or performance issues.	

10. DATA MANAGEMENT (DESCRIBE HOW THE VENDOR'S SOLUTION CONFORMS TO THESE SPECIFICATIONS)		
DAT-1	Back up and maintain data as it is related to any CDBG-MIT/DR Grant. CDBG Grants must be retained for a minimum of five years from closeout of the particular grant between DCR and HUD.	
DAT-2	Migrate data at least daily from your Solution to DCR's Systems of Record to provide current and historical transactions.	
DAT-3	Handle data import, export, and file transfer utility processes.	

DAT-4	Acknowledge and agree that DCR will own all data that is related to the services provided and shall have access and permissions to the data at no additional cost.
DAT-5	Provide data to DCR upon termination of the Agreement. See Transition Out Specification ID (TR-2) a. Data access and migration b. Batching process and automation of data transfer
DAT-6	Provide API to allow real-time data extraction using programming language

11. TESTING	
TST-1	Describe your Test Strategy Plan for a similar project size and scope.
TST-2	Collaborate with the State to develop a final Test Strategy Plan at the appropriate and approved time as specified in the approved Project Schedule.
TST-3	Provide a System Integration Test (SIT) Plan. Describe the review and feedback process you will use to verify the effectiveness of SIT Plan to test all system functionality and configurations; compliance with requirements and design; and interfaces with external systems.
TST-4	Document and remediate SIT defects reported by State staff. Provide a SIT Defect Report template.
TST-5	Document and remediate User Acceptance Test (UAT) defects reported by State staff. Provide a UAT Defect Report template.
TST-6	Support the State to establish and load data into the test environments for SIT and UAT testing. This process includes providing test cases, core user licenses for SIT environment and application user guide.
TST-7	Provide application performance documentation including performance standards the product meets. May be presented in test results or certifications.
TST-8	Perform Hardware Configuration (if applicable) Testing, System Integration Testing, and Stress and Load Testing.
TST-9	Test the Solution for accessibility based on Web Accessibility Initiative best practices and accessibility by screen reading devices before delivering it, and to test any updates or patches going forward.

12. TRANSITION	
TR-1	Describe tasks and activities and your proposed Lauch Timeline schedule to ensure a successful technology launch.

TR-2	Describe your Transition-Out Plan that includes a schedule of tasks and activities to ensure successful transition out, addressing the items listed below. The State will review, approve and provide oversight of the transition. The development of the Transition-Out Plan will be delivered after program launch within the first year of the contract. a. Data access and migration b. Hardware c. Software d. Infrastructure e. Security f. Architecture g. Network h. Firewall i. Performance j. Training Documentation k. Support Documentation (System Administration, Operations Model, DevOps, etc.) l. Telecommunications m. Reporting n. RACI
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13. TRAINING	
TRA-1	Describe in your offer training of all aspects of the offered solution to include help desk, administrative, and user training as required to ensure programmatic success. Training may include DCR employees and its vendors. Describe any built-in training modules, tutorials, and accessible user guides for administrators and external users.
TRA-2	Describe how the solution ensures online training, training materials, and user manuals for internal and external users are frequently updated.

14. SUPPORT	
SUP-1	Provide technical support to applicants that mimics the office hours of the intake centers, 8:00 – 17:00 EST Monday – Friday.
SUP-2	Provide technical support to DCR and its vendors from 8:00 – 17:00 EST Monday – Friday.
SUP-3	Identify, report, track, and correct and resolve software defects and problems.
SUP-4	In all instances of a major system failure, whether hardware (if Contractor provided) or software related, effect corrective action within four (4) hours of problem reporting or escalate the problem to the next higher tier of support for immediate resolution at no added cost to the State.
SUP-5	Minimize or eliminate system downtime for routine maintenance or system backups. The vendor shall provide a detailed explanation of any required (scheduled) system processes that may require downtime.

15. PROJE	CT MANAGEMENT
PMO-1	Provide a Project Manager (PM) for the duration of the project to work closely with the State PM to increase the likelihood of successful implementation of the System. The proposed Project Manager will be the single point of contact for State management and coordination of its work performed under this contract. Describe how your proposed project team will coordinate with the State PM.
PMO-2	The State prefers the proposed PM has prior experience managing large scale Grant Management projects and understanding of the full System Development Life Cycle (SDLC). The State prefers the proposed PM has PMP certification and at least five (5) years of prior Grant Management experience. Provide the resume of the proposed PM in your proposal.
PMO-3	Provide a Senior Business Analyst, for the duration of the contract, to work in support of project management activities, SDLC processes and related tools to contribute to successful System implementation.
PMO-4	The State prefers the proposed Senior Business Analyst has at least five (5) years demonstrated knowledge and skills in business analysis, requirements management, test management and technical writing. The Senior Business Analyst should be able to work with large, complex application deliveries in a fast-paced environment. <i>Provide the resume of the proposed Senior Business Analyst in your proposal.</i>
PMO-5	Provide a Technical Lead for the duration of the contract to work closely with the State technical team to contribute to successful implementation of the proposed Solution.
PMO-6	The State prefers the proposed Technical Lead has at least five (5) years demonstrated knowledge and skills in leading a development team, and responsibility for the quality of its technical deliverables working with large, complex application deliveries in a fast-paced environment.
PMO-7	Provide the resume of the proposed Technical Lead in your proposal. Unless otherwise approved in writing and in advance by the State, the proposed PM, Technical Lead, and Senior Business Analyst will be required to be in attendance (on-site or virtual) for project kick-off, initial gap analysis session, initial requirements gathering sessions, project implementation(s) and any other key project events the Program Management Office (PMO) identifies once the schedule is received.
PMO-8	For Vendor's response to PMO-8, attach a draft Schedule and the associated Work Breakdown Structure in Microsoft Project compatible with MS® Project 2016 which shows phases, activities, tasks, milestones and resource requirements. The State prefers an iterative delivery method.
PMO-9	The proposed PM will collaborate with the State PM to schedule an on-boarding project kick-off meeting within ten (10) days of contract award, and provide a draft meeting agenda, and presentation. Within two (2) days of completion of the project kick-off meeting, the proposed PM will provide meeting notes and follow-up action items to the Program Management Office (PMO) project manager.
PMO-10	Within thirty (30) days following Vendor onboarding and the project kick-off meeting, the proposed PM will provide an updated Project Schedule and will work with the State PM to update and baseline the schedule.
PMO-11	At State's discretion, the Vendor may be required to use internal project templates during the course of the Contract. Below is the link to the State's Enterprise Project Management Office (EPMO) project management standards for reference. https://it.nc.gov/services/service-directory/project-management/project-approval-oversight-epmo Include samples of specific templates within your proposal for document-based deliverables.

PMO-12	Provide weekly project status reports to the State PM beginning ten (10) days following project kick off. Weekly Project status reports will minimally include brief comments on overall project progress, project milestones with progress and next steps, project issues with recommended solutions, project risks with mitigation steps. Provide a project status report template as an attachment to your proposal.
PMO-13	Provide a Draft Project Management Plan in your proposal as an attachment. At a minimum, the plan will include proposed overall methodology (e.g., waterfall, iterative, agile) project phases milestones, deliverables and resources. The State prefers an approach that provides value and rapid project delivery. Provide the following draft plans. a. Draft Change Management Plan. Ensure the Change Management Plan describes how changes in scope, cost and schedule will be handled and escalated throughout the project lifecycle. At a minimum, describe how changes will be identified, tracked, and classified, and how changes will be incorporated into the project or deferred. b. Draft Risk Management Plan. The Risk Management Plan will describe how risks will be identified and managed throughout the life of the project. The Risk Matrix will be updated for each status meeting during the project. c. Draft Quality Management Plan. The Quality Management Plan will define the quality requirements and/or standards for the project and its deliverables as well as document how the project will demonstrate compliance with those requirements and/or standards. d. Draft Staffing Plan and Organizational Chart. The Staffing Plan will include: 1) List of all key personnel along with their title, function, role, responsibilities, allocation and authority. Key personnel minimally include the proposed Project Manager, Senior Business Analyst and Technical Lead, 2) Suggested State staff with function, role, and responsibilities, and 3) An organization chart including key personnel. e. Draft Communications Plan. The Communications Plan will include what information is needed by certain individuals, how frequently the information should be delivered, form of information to be delivered (i.e., formal report, meeting, etc.) and the entity or person responsible for ensuring the communications is delivered. The type of information to be communication in sidelivered. The type of information to be communication and transition Plan delivered in PM
PMO-14	Provide an updated Project Management Plan, after collaboration with the PMO, within sixty (60) days of the project kick-off for State review and approval. In addition, the plan will include all relevant plan documents defined in PMO-13 and the Project Management Plan documentation to be updated when significant change occurs, including key resources, or at the request of the State PM.
PMO-15	Provide the System Requirements document (includes mock-up screens and workflows) at the completion of the requirements gathering sessions according to the approved Project Schedule.

PMO-16	Document and provide the Acceptance Criteria for requirements, design, and user acceptance of the Solution in accordance with the approved Project Schedule.
PMO-17	Collaborate with the State to deliver the Deployment Plan during the Execute and Build stage of the project.
PMO-18	Collaborate with the State to develop the Detailed Cutover Production Plan during the Implementation Stage of the project. It should include a production back-out plan.
PMO-19	Provide a summary of the project for closeout purposes in the form of a Final Project Report during the Project Closeout Phase. The Final Project Report should include final accomplishments, open issues, lessons learned and recommendations for future projects.

4.0 COST OF VENDOR'S OFFER

4.1 Offer Cost

The Vendor must list, itemize, and describe any applicable offer costs in **ATTACHMENT D: COST FORM.**

4.2 Payment Schedule

The Vendor shall propose its itemized payment schedule based on the content of its offer. All payments must be based upon the State's acceptance of one or more Deliverables.

5.0 EVALUATION

5.1 Source Selection

DCR will evaluate how well each offer conforms with the specifications and how well the offer compares with other Vendors' offers. A trade-off/ranking method of source selection will be utilized in this procurement to allow the State to award this RFP to the Vendor 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.

- a. Evaluation Process Explanation. State Agency employees will review all offers. All offers will be initially classified as being responsive or non-responsive. If an offer is found non-responsive, it will not be considered further. All responsive offers will be evaluated based on stated evaluation criteria. Any references to another location in the RFP materials or Offer shall have specific page numbers and sections stated in the reference.
- b. To be eligible for consideration, Vendor's offer <u>must</u> substantially conform to the intent of all specifications. Compliance with the intent of all specifications will be determined by the State. Offers that do not meet the full intent of all specifications listed in this RFP may be deemed deficient. Further, a serious deficiency in the offer to any one (1) factor may be grounds for rejection regardless of overall score.
- c. The evaluation committee may request clarifications, an interview with or presentation from any or all Vendors as allowed by 9 NCAC 06B.0307. However, the State may refuse to accept, in full or partially, the response to a clarification request given by any Vendor. Vendors are cautioned that the evaluators are not required to request clarifications; therefore, all offers should be complete and reflect the most favorable terms. Vendors should be prepared to send qualified personnel to Raleigh, North Carolina, to discuss technical and contractual aspects of the offer.
- d. Vendors are advised that the State is not obligated to ask for, or accept after the closing date for receipt of offer, data that is essential for a complete and thorough evaluation of the offer.

5.2 Evaluation Criteria

DCR will evaluate responsive proposals based on the following criteria, which are listed in order of importance:

- 1. Ability of the Vendor to perform. This includes the Vendor's qualifications, experience, past performance, and financial stability.
- 2. Technical Merits of the Proposal.
 - a. <u>Technical Capabilities</u>, including but not limited to: data security, integrity and privacy; NCFS integration; standardized APIs; real-time updates; and scalability to address evolving operational and reporting needs.
 - b. <u>Functional Capabilities</u>, including but not limited to: grant application intake, service, and management; payment processing; reporting and analytics; workflow automation; and data management.
 - c. <u>Usability & Accessibility</u>, including but not limited to: accessibility; feedback and responsiveness to user actions; and training and support.
 - d. <u>Communication & Documentation Tools</u>, including but not limited to: customer interaction documentation; submission portals; and records retention and management.
 - e. <u>Analytics & Visualization</u>, including but not limited to: the ability to run summary reports and perform basic data analysis within the system; and compatibility and integration with platforms like Tableau for advanced dashboards and visualizations.
- 3. Total Cost. The cost of acquiring, operating, maintaining, and supporting the system and service for the life of the contract, including the initial three-year term and three optional renewal years.
- 4. Schedule/Timeline to Full Implementation. DCR seeks to have a system implemented as quickly as possible, and no later than four (4) months from date of award.

DCR will use a narrative evaluation method, where it identifies strengths and weaknesses of each proposal. It will select vendors using a Best Value evaluation methodology, which is defined in statute as the selection of vendors based on "the best trade-off between price and performance, where quality is considered an integral performance factor. 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 proposal; the vendor's past performance; and the evaluated probability of performing the requirements stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance." N.C.G.S. § 143-135.9

Evaluation shall include compliance with information technology project management policies as defined by N.C.G.S. §143B-1340, compliance with information technology security standards and policies, substantial conformity with the specifications, and other conditions set forth in the solicitation.

DCR reserves the right to take any of the following actions: cancel this RFP if funds are not available; disqualify any responses to this RFP for nonconformance to the terms described herein; negotiate with specific Vendors to achieve the best value; and extend the time to respond to this RFP.

5.3 Best and Final Offers (BAFO)

The State may establish a competitive range based upon evaluations of offers, and request BAFOs from the Vendor(s) within this range; e.g. "Finalist Vendor(s)". If negotiations or subsequent offers are solicited, the Vendor(s) shall provide BAFO(s) in response. Failure to deliver a BAFO when requested shall

disqualify the non-responsive Vendor from further consideration. The State will evaluate BAFO(s) and, if requested, oral presentations and product demonstrations, as part of the Vendors' respective offers to determine the final rankings.

5.4 Possession and Review

During the evaluation period and prior to award, possession of the bids and accompanying information is limited to personnel of the issuing agency, and to the committee responsible for participating in the evaluation. Vendors who attempt to gain this privileged information, or to influence the evaluation process (i.e. assist in evaluation) will be in violation of purchasing rules and their offer will not be further evaluated or considered.

After award of contract the complete bid file will be available to any interested persons with the exception of trade secrets, test information or similar proprietary information as provided by statute and rule. Any proprietary or confidential information, which conforms to exclusions from public records as provided by N.C.G.S. §132-1.2 must be clearly marked as such in the offer when submitted.

6.0 VENDOR INFORMATION AND INSTRUCTIONS

6.1 General Conditions of Offer

6.1.1 VENDOR RESPONSIBILITY

It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and comply with all specifications, requirements and the State's intent as specified herein. If a Vendor discovers an inconsistency, error or omission in this solicitation, the Vendor should request a clarification from the State's contact person.

The Vendor will be responsible for investigating and recommending the most effective and efficient solution. Consideration shall be given to the stability of the proposed configuration and the future direction of technology, confirming to the best of its ability that the recommended approach is not short lived. Several approaches may exist for hardware configurations, other products and any software. The Vendor must provide a justification for their proposed hardware, product and software solution(s) along with costs thereof. Vendors are encouraged to present explanations of benefits and merits of their proposed solutions together with any accompanying Services, maintenance, warranties, value added Services or other criteria identified herein.

6.1.2 RIGHTS RESERVED

While the State has every intention to award a contract as a result of this RFP, issuance of the RFP in no way constitutes a commitment by the State of North Carolina, or the procuring Agency, to award a contract. Upon determining that any of the following would be in its best interests, the State may:

- a) waive any formality;
- b) amend the solicitation;
- c) cancel or terminate this RFP;
- d) reject any or all offers received in response to this RFP;
- e) waive any undesirable, inconsequential, or inconsistent provisions of this RFP;
- f) if the response to this solicitation demonstrate a lack of competition, negotiate directly with one or more Vendors;
- g) not award, or if awarded, terminate any contract if the State determines adequate State funds are not available; or

h) if all offers are found non-responsive, determine whether Waiver of Competition criteria may be satisfied, and if so, negotiate with one or more known sources of supply.

6.1.3 SOLICITATION AMENDMENTS OR REVISIONS

Any and all amendments or revisions to this document shall be made by written addendum from the Agency Procurement Office. If either a unit price or extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.

6.1.4 ORAL EXPLANATIONS

The State will not be bound by oral explanations or instructions given at any time during the bidding process or after award. Vendor contact regarding this RFP with anyone other than the State's contact person may be grounds for rejection of said Vendor's offer. Agency contact regarding this RFP with any Vendor may be grounds for cancellation of this RFP.

6.1.5 E-PROCUREMENT

This is an E-Procurement solicitation. See ATTACHMENT B, paragraph #38 of the attached North Carolina Department of Information Technology Terms and Conditions (DIT Terms and Conditions).

The Terms and Conditions made part of this solicitation contain language necessary for the implementation of North Carolina's statewide E-Procurement initiative. It is the Vendor's responsibility to read these terms and conditions carefully and to consider them in preparing the offer. By signature, the Vendor acknowledges acceptance of all terms and conditions <u>including those related to E-Procurement</u>.

- a) General information on the E-Procurement service can be found at <u>http://eprocurement.nc.gov/</u>
- b) Within two days after notification of award of a contract, the Vendor must register in NC E-Procurement @ Your Service at the following website: http://eprocurement.nc.gov/Vendor.html
- c) As of the RFP submittal date, the Vendor must be current on all E-Procurement fees. If the Vendor is not current on all E-Procurement fees, the State may disqualify the Vendor from participation in this RFP.

6.1.6 ELECTRONIC VENDOR PORTAL (EVP)

The State has implemented the electronic Vendor Portal (eVP) that allow the public to retrieve award notices and information on the Internet at https://evp.nc.gov. Results may be found by searching by Solicitation Number or agency name. This information may not be available for several weeks dependent upon the complexity of the acquisition and the length of time to complete the evaluation process.

6.1.7 PROTEST PROCEDURES

Protests of awards exceeding \$25,000 in value must be submitted to the issuing Agency at the address given on the first page of this document. Protests must be received in the purchasing agency's office within fifteen (15) calendar days from the date of this RFP award and provide specific reasons and any supporting documentation for the protest. All protests are governed by Title 9, Department of Information Technology (formerly Office of Information Technology Services), Subchapter 06B Sections .1101 - .1121.

GENERAL INSTRUCTIONS FOR VENDOR

6.1.8 PRE-OFFER CONFERENCE

Urged and Cautioned Pre-Offer Conference

Date: May 8, 2025

Time: 10:00 AM Eastern Time

Contact Number: Microsoft Teams

Join the meeting now (Select the Hyperlink to Join!)

Meeting ID: 258 116 017 423 2

Passcode: dK3rT26o

Dial in by phone

+1 984-204-1487,,682870234# United States, Raleigh

Find a local number

Phone conference ID: 682 870 234#

Join on a video conferencing device

Tenant key: ncgov@m.webex.com

Video ID: 116 729 792 6

More info

Instructions: Vendor representatives are **URGED** and **CAUTIONED** to attend the meeting and apprise themselves of the conditions and requirements which will affect the performance of the work called for by this Request for Proposal. A non-mandatory meeting is scheduled for 10:00 am Eastern Time via Teams and call-in phone number. Submission of a proposal shall constitute sufficient evidence of this compliance and no allowance will be made for unreported conditions which a prudent Vendor would recognize as affecting the performance of the work called for in this proposal.

Vendor is cautioned that any information released to attendees during the pre-offer conference, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this Request for Proposal, must be confirmed by written addendum before it can be a part of their offer.

6.1.9 QUESTIONS CONCERNING THE RFP

All inquiries regarding the solicitation specifications or requirements are to be addressed to the contact person listed on Page One of this solicitation via the Ariba Sourcing Tool's message board. Vendor contact regarding this Solicitation with anyone other than the contact person listed on Page One of this Solicitation may be grounds for rejection of said Vendor's offer.

Written questions concerning this Solicitation will be received until **May 12**, 2025 at **10:00 am** Eastern Time.

They must be submitted to the contact person listed on Page One of this Solicitation via the Ariba Sourcing Tool's message board. Please enter "Questions Solicitation RFP# Doc155340737" as the subject for the message. Please attend the Pre-Offer Conference prior to submitting questions.

REFERENCE	VENDOR QUESTION
RFP Section,	
Page Number	

6.1.10 ADDENDUM TO RFP

If a pre-offer conference is held or written questions are received prior to the submission date, an addendum comprising questions submitted and responses to such questions, or any additional terms deemed necessary by the State shall become an Addendum to this RFP and provided via the State's Ariba Sourcing Tool. Vendors' questions posed orally at any pre-offer conference must be reduced to writing by the Vendor and provided to the Purchasing Officer as directed by said Officer. Oral answers are not binding on the State.

Critical updated information may be included in these Addenda. It is important that all Vendors bidding on this RFP periodically check the State's Sourcing Tool for all Addenda that may be issued prior to the offer opening date.

6.1.11 COSTS RELATED TO OFFER SUBMISSION

Costs for developing and delivering responses to this RFP and any subsequent presentations of the offer as requested by the State are entirely the responsibility of the Vendor. The State is not liable for any expense incurred by the Vendors in the preparation and presentation of their offers.

All materials submitted in response to this RFP become the property of the State and are to be appended to any formal documentation, which would further define or expand any contractual relationship between the State and the Vendor resulting from this RFP process.

6.1.12 VENDOR ERRATA AND EXCEPTIONS

Any errata or exceptions to the State's requirements and specifications may be presented on a separate page labeled "Exceptions to Requirements and Specifications". Include references to the corresponding requirements and specifications of the Solicitation. Any deviations shall be explained in detail. The Vendor shall not construe this paragraph as inviting deviation or implying that any deviation will be acceptable. Offers of alternative or non-equivalent goods or services may be rejected if not found substantially conforming; and if offered, must be supported by independent documentary verification that the offer substantially conforms to the specified goods or services specification. If a vendor materially deviates from RFP requirements or specifications, its offer may be determined to be non-responsive by the State.

Offers conditioned upon acceptance of Vendor Errata or Exceptions may be determined to be non-responsive by the State.

6.1.13 ALTERNATE OFFERS

The Vendor may submit alternate offers for various levels of service(s) or products meeting specifications. Alternate offers must specifically identify the RFP specifications and advantage(s) addressed by the alternate offer. Any alternate offers must be clearly marked with the legend as shown herein. Each offer must be for a specific set of Services or products and offer at specific pricing. If a Vendor chooses to respond with various service or product offerings, each must be an offer with a different price and a separate RFP offer. Vendors may also provide multiple offers for software or systems coupled with support and maintenance options, provided, however, all offers must satisfy the specifications.

Alternate offers must be submitted in a separate document and clearly marked "Alternate Offer for 'name of Vendor'" and numbered sequentially with the first offer if separate offers are submitted.

6.1.14 MODIFICATIONS TO OFFER

An offer may not be unilaterally modified by the Vendor.

6.1.15 BASIS FOR REJECTION

Pursuant to 9 NCAC 06B.0401, the State reserves the right to reject any and all offers, in whole or in part; by deeming the offer unsatisfactory as to quality or quantity, delivery, price or service offered; non-compliance with the specifications or intent of this solicitation; lack of competitiveness; error(s) in specifications or indications that revision would be advantageous to the State; cancellation or other changes in the intended project, or other determination that the proposed specification is no longer needed; limitation or lack of available funds; circumstances that prevent determination of the best offer; or any other determination that rejection would be in the best interest of the State.

6.1.16 NON-RESPONSIVE OFFERS

Vendor offers will be deemed non-responsive by the State and will be rejected without further consideration or evaluation if statements such as the following are included:

- a) "This offer does not constitute a binding offer",
- b) "This offer will be valid only if this offer is selected as a finalist or in the competitive range",
- c) "The Vendor does not commit or bind itself to any terms and conditions by this submission",
- d) "This document and all associated documents are non-binding and shall be used for discussion purposes only",
- e) "This offer will not be binding on either party until incorporated in a definitive agreement signed by authorized representatives of both parties", or
- f) A statement of similar intent.

6.1.17 VENDOR REGISTRATION WITH THE SECRETARY OF STATE

Vendors do not have to be registered with the NC Secretary of State to submit an offer; however, in order to receive an award/contract with the State, they must be registered. Registration can be completed at the following website: https://www.sosnc.gov/Guides/launching a business

6.1.18 VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM

The NC electronic Vendor Portal (eVP) allows Vendors to electronically register with the State to receive electronic notification of current procurement opportunities for goods and Services available at the following website: https://evp.nc.gov.

This RFP is available electronically on the electronic Vendor Portal (eVP) at the following website: https://evp.nc.gov.

Instructions for Offer Submission

6.1.19 GENERAL INSTRUCTIONS FOR OFFER

Vendors are strongly encouraged to adhere to the following instructions in order to bring clarity and order to the offer and subsequent evaluation process:

- a) Organize the offer in the exact order in which the specifications are presented in the RFP. The entire RFP, including the signed Execution Page, must be placed at the front of the Proposal in one (1) PDF. Each page should be numbered. The offer should contain a table of contents, which cross-references the RFP specification and the specific page of the response in the Vendor's offer. Within each section of its offer, Vendor should address the items in the order in which they appear in this RFP. Forms, attachments or exhibits, if any provided in the RFP, must be completed and included in the appropriate section of the offer. All discussion of offered costs, rates, or expenses must be reflected in Attachment D: Cost.
- b) Provide complete and comprehensive responses with a corresponding emphasis on being concise and clear. Elaborate offers in the form of brochures or other presentations beyond that necessary to present a complete and effective offer are not desired.

- c) Clearly state your understanding of the problem(s) presented by this RFP including your proposed solution's ability to meet the specifications, including capabilities, features, and limitations, as described herein, and provide a cost offer.
- d) Supply all relevant and material information relating to the Vendor's organization, personnel, and experience that substantiates its qualifications and capabilities to perform the Services and/or provide the goods described in this RFP. If relevant and material information is not provided, the offer may be rejected from consideration and evaluation.
- e) Furnish all information requested; and if response spaces are provided in this document, the Vendor shall furnish said information in the spaces provided. Further, if required elsewhere in this RFP, each Vendor must submit with its offer sketches, descriptive literature and/or complete specifications covering the products offered. References to literature submitted with a previous offer will not satisfy this provision. Proposals that do not comply with these instructions may be rejected.
- f) Any offer that does not adhere to these instructions may be deemed non-responsive and rejected on that basis.

Only information that is received in response to this RFP will be evaluated. Reference to information previously submitted or Internet Website Addresses (URLs) will not suffice as a response to this solicitation.

6.1.20 OFFER SUBMITTAL

Due Date: May 29, 2025

Time: 1:59:59 pm Eastern Time

Public Offer Opening:

Microsoft Teams

Join the meeting now (Select the Hyperlink to Join!)

Meeting ID: 297 101 968 149 8

Passcode: nF2Rc9zE

Dial in by phone

+1 984-204-1487, 112885388# United States, Raleigh

Find a local number

Phone conference ID: 112 885 388#

Join on a video conferencing device

Tenant key: ncqov@m.webex.com

Video ID: 112 928 197 4

IMPORTANT NOTE: It is the Vendor's sole responsibility to upload their offer to the Ariba Sourcing Module by the specified time and date of opening. Vendor shall bear the risk for late electronic submission due to unintended or unanticipated delay, including but not limited to internet issues, network issues, local power outages, or application issues. Vendor must include all the pages of this solicitation in their response.

Sealed offers, subject to the conditions made a part hereof, will be received through and including 1:59:59 pm Eastern Time on the day of opening and then opened, for furnishing and delivering the commodity as described herein. Offers must be submitted via the Ariba Sourcing Module with the Execution page signed and dated by an official authorized to bind the Vendor's firm. Failure to return a signed offer shall result in disqualification.

Attempts to submit a proposal via facsimile (FAX) machine, telephone, email, email attachments, or in any hardcopy format in response to this Bid SHALL NOT be accepted and will automatically be deemed Non-Responsive.

- a) Submit one (1) signed, original electronic offer through the Ariba Sourcing Module.
- b) The Ariba Sourcing Module document number is: Doc155340737
- c) All <u>File names</u> should <u>start with</u> the <u>Vendor name first</u>, in order to easily determine all the files to be included as part of the vendor's response. For example, files should be named as follows: Vendor Name-your file name.
- d) File contents SHALL NOT be password protected, the file formats must be in .PDF, .JPEG, .DOC or .XLS format, and shall be capable of being copied to other sources. Inability by the State to open the Vendor's files may result in the Vendor's offer(s) being rejected as Non-Responsive.
- e) If the vendor's proposal contains any confidential information (as defined in the DIT Terms and Conditions, Section 2, Paragraph #17), then the vendor must provide one (1) signed, original electronic offer (UNREDACTED) and one (1) redacted electronic copy.

For Vendor training on how to use the Ariba Sourcing Tool to view solicitations, submit questions, develop responses, upload documents, and submit offers to the State, Vendors should go to the following site: https://eprocurement.nc.gov/training/vendor-training

Questions or issues related to using the Ariba Sourcing Tool itself can be directed to the North Carolina eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM EST to 5:00 PM EST.

7.0 OTHER REQUIREMENTS AND SPECIAL TERMS

7.1 Vendor Utilization Of Workers Outside of U.S.

In accordance with N.C.G.S. §143B-1361(b), the Vendor must detail the manner in which it intends to utilize resources or workers in the RFP response. The State of North Carolina will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award for any such Vendor's offer.

Complete ATTACHMENT F - Location of Workers Utilized by Vendor and submit with your offer.

7.2 Financial Statements

The Vendor <u>shall</u> provide evidence of financial stability by returning with its offer 1) completed Financial Review Form (Attachment G), <u>and</u> 2) copies of Financial Statements as further described hereinbelow. As used herein, <u>Financial Statements</u> shall exclude tax returns and compiled statements.

- a) For a publicly traded company, provide financial statements for the past three (3) fiscal years, including at a minimum, income statements, balance sheets, and statement of changes in financial position or cash flows. If three (3) years of financial statements are not available, this information shall be provided to the fullest extent possible, but not less than one year. If less than 3 years, the Vendor must explain the reason why they are not available.
- b) For a privately held company, provide certified audited financial statements for the last three years; when certified audited financial statements are not prepared, provide a written statement from the company's certified public accountant stating the financial condition, debt-to-asset ratio for the past three (3) years and any pending actions that may affect the company's financial condition.

c) The State may, in its sole discretion, accept evidence of financial stability other than Financial Statements for the purpose of evaluating Vendors' responses to this RFP. The State reserves the right to determine whether the substitute information meets the requirements for Financial Information sufficiently to allow the State to evaluate the sufficiency of financial resources and the ability of the business to sustain performance of this RFP award. Scope Statements issued may require the submission of Financial Statements and specify the number of years to be provided, the information to be provided, and the most recent date required.

7.3 Financial Resources Assessment, Quality Assurance, Performance and Reliability

- a) Contract Performance Security. The State reserves the right to require performance guaranties pursuant to N.C.G.S. §143B-1340(f) and 09 NCAC 06B.1207 from the Vendor without expense to the State.
- b) Project Assurance, Performance and Reliability Evaluation Pursuant to N.C.G.S. §143B-1340, the State CIO may require quality assurance reviews of Projects as necessary.
- c) The Contract Administrator for the State will conduct quarterly performance reviews of performance under the contract. The format and content of the quarterly review will be shared with the Vendor Project Manager. The quarterly performance reviews will assess the Vendor's compliance with the contract and performance. The performance reviews may include requirements of the Vendor to take corrective action.

7.4 Vendor's License or Support Agreements

Vendor should present its license or support agreements for review and evaluation. Terms offered for licensing and support of Vendors' proprietary assets will be considered.

The terms and conditions of the Vendor's standard services, license, maintenance or other agreement(s) applicable to Services, Software and other Products acquired under this RFP may apply to the extent such terms and conditions do not materially change the terms and conditions of this RFP. In the event of any conflict between the terms and conditions of this RFP and the Vendor's standard agreement(s), the terms and conditions of this RFP relating to audit and records, jurisdiction, choice of law, the State's electronic procurement application of law or administrative rules, the remedy for intellectual property infringement and the exclusive remedies and limitation of liability in the DIT Terms and Conditions herein shall apply in all cases and supersede any provisions contained in the Vendor's relevant standard agreement or any other agreement. The State shall not be obligated under any standard license and/or maintenance or other Vendor agreement(s) to indemnify or hold harmless the Vendor, its licensors, successors or assigns, nor arbitrate any dispute, nor pay late fees, penalties, legal fees or other similar costs.

7.5 Disclosure of Litigation

The Vendor's failure to fully and timely comply with the terms of this section, including providing reasonable assurances satisfactory to the State, may constitute a material breach of the Agreement.

- a) The Vendor shall notify the State in its offer, if it, or any of its subcontractors, or their officers, directors, or key personnel who may provide Services under any contract awarded pursuant to this solicitation, have ever been convicted of a felony, or any crime involving moral turpitude, including, but not limited to fraud, misappropriation or deception. The Vendor shall promptly notify the State of any criminal litigation, investigations or proceeding involving the Vendor or any subcontractor, or any of the foregoing entities' then current officers or directors during the term of the Agreement or any Scope Statement awarded to the Vendor.
- b) The Vendor shall notify the State in its offer, and promptly thereafter as otherwise applicable, of any civil litigation, arbitration, proceeding, or judgments against it or its subcontractors during the three

- (3) years preceding its offer, or which may occur during the term of any awarded to the Vendor pursuant to this solicitation, that involve (1) Services or related goods similar to those provided pursuant to any contract and that involve a claim that may affect the viability or financial stability of the Vendor, or (2) a claim or written allegation of fraud by the Vendor or any subcontractor hereunder, arising out of their business activities, or (3) a claim or written allegation that the Vendor or any subcontractor hereunder violated any federal, state or local statute, regulation or ordinance. Multiple lawsuits and or judgments against the Vendor or subcontractor shall be disclosed to the State to the extent they affect the financial solvency and integrity of the Vendor or subcontractor.
- c) All notices under subsection A and B herein shall be provided in writing to the State within thirty (30) calendar days after the Vendor learns about any such criminal or civil matters; unless such matters are governed by the DIT Terms and Conditions annexed to the solicitation. Details of settlements which are prevented from disclosure by the terms of the settlement shall be annotated as such. Vendor may rely on good faith certifications of its subcontractors addressing the foregoing, which certifications shall be available for inspection at the option of the State.

7.6 Criminal Conviction

In the event the Vendor, an officer of the Vendor, or an owner of a 25% or greater share of the Vendor, is convicted of a criminal offense incident to the application for or performance of a State, public or private Contract or subcontract; or convicted of a criminal offense including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of North Carolina employees; convicted under State or federal antitrust statutes; or convicted of any other criminal offense which in the sole discretion of the State, reflects upon the Vendor's business integrity and such vendor shall be prohibited from entering into a contract for goods or Services with any department, institution or agency of the State.

7.7 Security and Background Checks

The Agency reserves the right to conduct a security background check or otherwise approve any employee or agent provided by the Vendor, and to refuse access to or require replacement of any such personnel for cause, including, but not limited to, technical or training qualifications, quality of work or change in security status or non-compliance with the Agency's security or other similar requirements.

All State and Vendor personnel that have access to data restricted by the State Security Manual and Policies must have a security background check performed. The Vendors are responsible for performing all background checks of their workforce and subcontractors. The State reserves the right to check for non-compliance.

7.8 Assurances

In the event that criminal or civil investigation, litigation, arbitration or other proceedings disclosed to the State pursuant to this Section, or of which the State otherwise becomes aware, during the term of the Agreement, causes the State to be reasonably concerned about:

- a) the ability of the Vendor or its subcontractor to continue to perform the Agreement in accordance with its terms and conditions, or
- b) whether the Vendor or its subcontractor in performing Services is engaged in conduct which is similar in nature to conduct alleged in such investigation, litigation, arbitration or other proceedings, which conduct would constitute a breach of the Agreement or violation of law, regulation or public policy, then the Vendor shall be required to provide the State all reasonable assurances requested by the State to demonstrate that: the Vendor or its subcontractors hereunder will be able to continue to perform the Agreement in accordance with its terms and conditions, and the Vendor or its

subcontractors will not engage in conduct in performing Services under the Agreement which is similar in nature to the conduct alleged in any such litigation, arbitration or other proceedings.

7.9 Confidentiality of Offers

All offers and any other RFP responses shall be made public as required by the NC Public Records Act and GS 143B-1350. Vendors may mark portions of offers as confidential or proprietary, after determining that such information is excepted from the NC Public Records Act, provided that such marking is clear and unambiguous and preferably at the top and bottom of each page containing confidential information. Standard restrictive legends appearing on every page of an offer are not sufficient and shall not be binding upon the State.

Certain State information is not public under the NC Public Records Act and other laws. Any such information which the State designates as confidential and makes available to the Vendor in order to respond to the RFP or carry out the Agreement, or which becomes available to the Vendor in carrying out the Agreement, shall be protected by the Vendor from unauthorized use and disclosure. The Vendor shall not be required under the provisions of this section to keep confidential, (1) information generally available to the public, (2) information released by the State generally, or to the Vendor without restriction, (3) information independently developed or acquired by the Vendor or its personnel without reliance in any way on otherwise protected information of the State. Notwithstanding the foregoing restrictions, the Vendor and its personnel may use and disclose any information which it is otherwise required by law to disclose, but in each case only after the State has been so notified, and has had the opportunity, if possible, to obtain reasonable protection for such information in connection with such disclosure.

7.10 Project Management

All project management and coordination on behalf of the Agency shall be designated through a single point of contact as the Agency Project Manager. The Vendor shall designate a Vendor Project Manager who will provide a single point of contact for management and coordination of the Vendor's work. This includes related issues and issues concerning performance, progress review, scheduling, and service.

All work performed pursuant to the Agreement shall be coordinated between the Agency Project Manager and the Vendor Project Manager. The services of the Project Manager should not be invoiced. The Project Manager will be a representative of the Vendor authorized to make decisions on its behalf.

7.11 Meetings

The Vendor is required to meet with Agency personnel, or designated representatives, to resolve technical or contractual problems that may occur during the term of the Agreement. Meetings will occur as problems arise and will be coordinated by Agency. The Vendor will be given reasonable and sufficient notice of meeting dates, times, and locations. Face to face meetings are desired. However, at the Vendor's option and expense, a conference call meeting may be substituted.

7.12 Recycling and Source Reduction

It is the policy of this 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 goods purchased. However, no sacrifice in quality of packaging will be acceptable. The Vendor remains responsible for providing packaging that will protect the commodity and contain it for its intended use. Vendors are strongly urged to bring to the attention of the purchasers at the NCDIT Statewide IT Procurement Office those products or packaging they offer which have recycled content and that are recyclable.

7.13 Special Terms and Conditions

Paragraph #16 in Section 1 of the DIT Terms and Conditions is supplemented as follows: the Vendor shall provide a Certificate of Insurance naming the Agency as an additional insured, with the certificate complying with all required coverages and delivered to the Agency not later than ten (10) days following the date of the Notice of Award issued pursuant to this RFP. The Vendor must notify the Agency immediately of any material change in insurance coverage, including, but not limited to changes in limits, coverage, or status of the policy.

The State reserves the right to approve and/or disapprove all content on the website created for the Vendor's solution. For details, please see commerce.nc.gov/recovery.

7.14 Federal Funds Provisions

Where federal funds are utilized in connection with this procurement, and to the extent applicable and absent stricter or controlling State provisions, the following federal provisions apply consistent with Uniform Guidance in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, and its Appendix II and Federal law. Relevant federal authorities may modify or require additional provisions depending on the scope and context of the Contract. Failure or unwillingness of the Vendor to continually meet any of these requirements, as applicable, may result in Contract termination.

- No governmental non-competes. Vendor shall not impose or enforce any non-competition agreement upon the employees included in Vendor's bid that would prevent those employees from accepting any offer of employment from the State of North Carolina outside of the first Term of the Contract. By executing this Contract, the Vendor affirms this condition. This affirmation is a material condition for the State's award of any work under this Contract.
- 2. Program Monitoring. Vendor agrees to assist and cooperate with the Federal grantor or funding agency and the relevant Purchasing Agency or their duly designated representatives in the monitoring or auditing of the project or projects to which this Contract relates, and to provide in form and manner approved by the Purchasing Agency such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.
- 3. Funds must be used in a manner that complies with: Section 109 of the Housing and Community Development Act of 1974; Title VI of the Civil Rights Act of 1964; Title VII of the Civil Rights Act of 1968; Section 504 and 508 of the Rehabilitation Act of 1973; The Americans with Disabilities Act of 1990; and the Personal Responsibility and Work Opportunity Reconciliation Act of 1996.
- 4. Drug Free Workplace Vendor hereby certifies that it shall provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988, as amended, and with 24 C.F.R. Part 21.
- 5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

Compliance with the Contract Work Hours and Safety Standards Act.

- 1) Overtime requirements. No Vendor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- 2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in 29 C.F.R. §5.5(b)(1) the Vendor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Vendor and subcontractor shall be liable to the

United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in 29 C.F.R. §5.5(b)(1), in the sum of \$33 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 C.F.R. §5.5(b)(1).

- 3) Withholding for unpaid wages and liquidated damages. The Purchasing Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Vendor or subcontractor under any such contract or any other Federal contract with the same prime Vendor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Vendor, such sums as may be determined to be necessary to satisfy any liabilities of such Vendor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in 29 C.F.R. §5.5(b)(2).
- 4) Subcontracts. The Vendor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 C.F.R. §5.5 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 C.F.R. §5.5(b)(2) through (4).
- 6. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.

Clean Air Act

- 1) The Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 2) The Vendor agrees to report each violation to the Purchasing Agency and understands and agrees that the Purchasing Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- 3) The Vendor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

7. Federal Water Pollution Control Act

- 1) The Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
- 2) The Vendor agrees to report each violation to the Purchasing Agency and understands and agrees that the Purchasing Agency will, in turn, report each violation as required to assure notification to the federal agency providing funds hereunder, and the appropriate Environmental Protection Agency Regional Office.
- 3) The Vendor agrees that these requirements will be included in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

8. Debarment and Suspension.

- 1) This Contract, if federal funding is used, is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Vendor is required to verify that none of the Vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- 2) The Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and

must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

- 3) This certification is a material representation of fact relied upon by a federal agency providing federal funds herein and the Purchasing Agency. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to federal agency providing federal funds herein and the Purchasing Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- 4) The Vendor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the Contract resulting from a relevant solicitation herein. The Vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.
- 9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (as Amended).

To the extent applicable, Vendors that apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal Contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

Required Certification. If applicable, Vendors must sign and submit to the Purchasing Agency the certification. See the latest version of "Certification for Contracts, Grants, Loans, and Cooperative Agreements" found at https://ncadmin.nc.gov/documents/vendor-forms.

- 10. Procurement of Recovered Materials.
 - Unless specified otherwise in the Contract, in the performance of this Contract, the Vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - i) Competitively within a timeframe providing for compliance with the Contract performance schedule;
 - ii) Meeting Contract performance requirements; or
 - iii) At a reasonable price.
 - 2) Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program. The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."
- 11. Access to Records. In addition to the Department of Information Technology Terms & Conditions section entitled "ACCESS TO PERSONS AND RECORDS" included in this Contract, the following access to records requirements apply to this Contract:
 - 1) The Vendor agrees to provide the Purchasing Agency, the Administrator of the federal agency providing funds hereunder, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 - 2) The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

- 3) The Vendor agrees to provide the Administrator of the federal agency providing funds hereunder or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract.
- 4) In compliance with the Disaster Recovery Act of 2018, the Purchasing Agency and the Vendor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the Administrator of the federal agency providing funds hereunder or the Comptroller General of the United States.
- 12. Modifications to Contract. Modifications to the Contract are governed by the Department of Information Technology Terms & Conditions section entitled "AMENDMENT," except as approval and signature by any federal official may also be required.
- 13. Records Retention. All records required to be kept on the project shall be maintained for at least five (5) years after final payments and until all other pending matters under the grant for this project have been closed. However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the five (5) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the five (5) year period, whichever is later.
- 14. Energy Efficiency. All participants in the projects funded hereby shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).
- 15. Program Fraud and False or Fraudulent Statements or Related Acts. Vendor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the Contract.
- 16. No Obligation by Federal Government. The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Vendor, or any other party pertaining to any matter resulting from the Contract.
- 17. Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the Contract. The Vendor will comply with all applicable Federal law, regulations, executive orders, the policies of the federal agency(ies) providing funding, procedures, and directives.
- 18. Federal Seals, Logos, and Flags. In addition to the prohibitions of the Department of Information Technology Terms & Conditions section below entitled "ADVERTISING/PRESS RELEASE," the Vendor shall not use the seal(s), logos, crests, or reproductions of flags of a federal agency providing funding herein, or likenesses of federal agency officials without specific pre-approval of the relevant federal agency.
- 19. System for Awards Management. Vendor shall be responsible to ensure that it has checked the federal System for Awards Management (SAM) https://www.sam.gov/SAM and the State Debarred Vendors Listing, http://www.pandc.nc.gov/actions.asp to verify that Contractors or sub-Recipients have not been suspended or debarred from doing business with federal or State government.
- 20. Section 3 Clause. Vendor will comply with the following clauses from 24 CFR 135.38:

The Contractor shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its regulations at 24 CFR Part 75, as expressed below:

1) The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3). The purpose of Section 3 is to ensure that employment and

- other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- 2) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
- 3) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- 4) The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
- 5) The contractor will certify that any vacant employment positions, including training positions that are filled (1) after the contractor is selected by before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
- 6) Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- 7) With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

ATTACHMENT A: DEFINITIONS

- 1) 24x7: A statement of availability of systems, communications, and/or supporting resources every hour (24) of each day (7 days weekly) throughout every year for periods specified herein. Where reasonable downtime is accepted, it will be stated herein. Otherwise, 24x7 implies NO loss of availability of systems, communications, and/or supporting resources.
- 2) Action Plan: the State's Community Development Block Grant-Disaster Recovery (also referred to as the CDBG-DR) Funding Action Plan in Response to Hurricane Helene impacted Counties in Western North Carolina.
- 3) API: Application Programming Interface.
- **4) BAFO**: Best and Final Offer, submitted by a Vendor to alter its initial offer, made in response to a request by the issuing agency.
- **5) CDBG-DR**: Community Development Block Grant for Disaster Recovery grant.
- 6) Contract Lead: The Procurement Contracting Officer listed in the RFP.
- 7) Contract Administrator: The Division of Community Revitalization program administrator.
- 8) Cybersecurity Incident (GS 143B-1320): An occurrence that:
 - a. Actually or imminently jeopardizes, without lawful authority, the integrity, confidentiality, or availability of information or an information system; or
 - b. Constitutes a violation or imminent threat of violation of law, security policies, privacy policies, security procedures, or acceptable use policies.
- 9) DCR: The North Carolina Department of Commerce, Division of Community Revitalization
- 10) Deliverables: Deliverables, as used herein, shall comprise all Hardware, Vendor Services, professional Services, Software and provided modifications to any Software, and incidental materials, including any goods, Software or Services access license, data, reports and documentation provided or created during the performance or provision of Services hereunder. Deliverables include "Work Product" and means any expression of Licensor's findings, analyses, conclusions, opinions, recommendations, ideas, techniques, know-how, designs, programs, enhancements, and other technical information; but not source and object code or software.
- 11) DRRA: Disaster Risk Reduction Areas
- 12) DRGR: Disaster Recovery Grant Reporting System
- **13) ePROCUREMENT SERVICE(S):** The program, system, and associated Services through which the State conducts electronic procurement.
- **14) Goods**: Includes intangibles such as computer software; provided, however that this definition does not modify the definition of "goods" in the context of N.C.G.S. §25-2-105 (UCC definition of goods).
- 15) HMGP: Hazard Mitigation Grant Program
- 16) HUD: U.S. Department of Housing and Urban Development
- 17) LTRG: Long Term Recovery Groups
- **18) NCDIT or DIT:** The NC Department of Information Technology.
- **19) Open Market Contract:** A contract for the purchase of goods or Services not covered by a term, technical, or convenience contract.
- **20) Principal Place of Business:** The principal place from which the overall trade or business of the Vendor is directed or managed.

- **21) Qualified Proposal:** A responsive proposal submitted by a responsible Vendor.
- **22) Reasonable, Necessary or Proper**: as used herein shall be interpreted solely by the State of North Carolina.
- 23) Request for Proposal (RFP): The RFP is a formal, written solicitation document typically used for seeking competition and obtaining offers for more complex services or a combination of goods and services. The RFP is used when the value is over \$10,000. This document contains specifications of the RFP, instructions to bidders and the standard IT Terms and Conditions for Goods and Related Services. User should add Supplemental Terms and Conditions for Software and Services, when applicable.
- 24) SaaS: Software as a Service.
- 25) Security Breach: As defined in N.C.G.S. §75-61.
- **26) Services or Service Deliverables:** The tasks and duties undertaken by the Vendor to fulfill the requirements and specifications of this solicitation.
- **27) Significant Security Incident (GS 143B-1320):** A cybersecurity incident that is likely to result in demonstrable harm to the State's security interests, economy, critical infrastructure, or to the public confidence, civil liberties, or public health and safety of the residents of North Carolina. A significant cybersecurity incident is determined by the following factors:
 - a. Incidents that meet thresholds identified by the Department jointly with the Department of Commerce that involve information:
 - i. That is not releasable to the public and that is restricted or highly restricted according to Statewide Data Classification and Handling Policy; or
 - ii. That involves the exfiltration, modification, deletion, or unauthorized access, or lack of availability to information or systems within certain parameters to include (i) a specific threshold of number of records or users affected as defined in G.S. 75-65 or (ii) any additional data types with required security controls.
 - b. Incidents that involve information that is not recoverable or cannot be recovered within defined time lines required to meet operational commitments defined jointly by the State agency and the Department or can be recovered only through additional measures and has a high or medium functional impact to the mission of an agency.
- 28) SOP: Standard Operating Procedures
- 29) SOR: System of Record
- 30) State: The State of North Carolina, including any of its sub-units recognized under North Carolina law.
- **31) 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.
- **32) TRA**: Temporary Relocation Assistance
- 33) URA: Uniform Relocation Act
- **34) Vendor:** Company, firm, corporation, partnership, individual, etc., submitting an offer in response to a solicitation.
- 35) VOAD: Volunteer Organizations Active in the Disasters

ATTACHMENT B: DEPARTMENT OF INFORMATION TECHNOLOGY TERMS AND CONDITIONS

Section 1. General Terms and Conditions Applicable to All Purchases

1) DEFINITIONS: As used herein;

Agreement means the contract awarded pursuant to this RFP.

<u>Deliverable/Product Warranties</u> shall mean and include the warranties provided for products or deliverables licensed to the State in Section 2, Paragraph 2 of these Terms and Conditions unless superseded by a Vendor's Warranties pursuant to Vendor's License or Support Agreements.

Purchasing State Agency or Agency shall mean the Agency purchasing the goods or Services.

<u>Services</u> shall mean the duties and obligations undertaken by the Vendor under, and to fulfill, the specifications, requirements, terms and conditions of the Agreement.

<u>State</u> shall mean the State of North Carolina, the Department of Information Technology (DIT), or the Purchasing State Agency in its capacity as the Contracting Agency, as appropriate.

- 2) <u>STANDARDS</u>: Any Deliverables shall meet all applicable State and federal requirements, such as State or Federal Regulation, and NC State Chief Information Officer's (CIO) policy or regulation. Vendor will provide and maintain a quality assurance system or program that includes any Deliverables and will tender or provide to the State only those Deliverables that have been inspected and found to conform to the RFP specifications. All Deliverables are subject to operation, certification, testing and inspection, and any accessibility specifications.
- 3) <u>WARRANTIES:</u> Unless otherwise expressly provided, any goods Deliverables provided by the Vendor shall be warranted for a period of 90 days after acceptance.
- 4) <u>SUBCONTRACTING</u>: The Vendor may subcontract the performance of required Services with Resources under the Agreement only with the prior written consent of the State contracting authority. Vendor shall provide the State with complete copies of any agreements made by and between Vendor and all subcontractors. The selected Vendor remains solely responsible for the performance of its subcontractors. Subcontractors, if any, shall adhere to the same standards required of the selected Vendor and the Agreement. Any contracts made by the Vendor with a subcontractor shall include an affirmative statement that the State is an intended third party beneficiary of the Agreement; that the subcontractor has no agreement with the State; and that the State shall be indemnified by the Vendor for any claim presented by the subcontractor. Notwithstanding any other term herein, Vendor shall timely exercise its contractual remedies against any non-performing subcontractor and, when appropriate, substitute another subcontractor.
- 5) TRAVEL EXPENSES: All travel expenses should be included in the Vendor's proposed costs. Separately stated travel expenses will not be reimbursed. In the event that the Vendor, upon specific request in writing by the State, is deemed eligible to be reimbursed for travel expenses arising under the performance of the Agreement, reimbursement will be at the out-of-state rates set forth in N.C.G.S. §138-6; as amended from time to time. Vendor agrees to use the lowest available airfare not requiring a weekend stay and to use the lowest available rate for rental vehicles. All Vendor incurred travel expenses shall be billed on a monthly basis, shall be supported by receipt and shall be paid by the State within thirty (30) days after invoice approval. Travel expenses exceeding the foregoing rates shall not be paid by the State. The State will reimburse travel allowances only for days on which the Vendor is required to be in North Carolina performing Services under the Agreement.
- 6) GOVERNMENTAL RESTRICTIONS: In the event any restrictions are imposed by governmental requirements that necessitate alteration of the material, quality, workmanship, or performance of the Deliverables offered prior to delivery thereof, the Vendor shall provide written notification of the necessary alteration(s) to the Agency Contract Administrator. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Agreement. The State

may advise Vendor of any restrictions or changes in specifications required by North Carolina legislation, rule or regulatory authority that require compliance by the State. In such event, Vendor shall use its best efforts to comply with the required restrictions or changes. If compliance cannot be achieved by the date specified by the State, the State may terminate the Agreement and compensate Vendor for sums then due under the Agreement.

- 7) PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES: Vendor warrants that it has not paid, and agrees not to pay, any bonus, commission, fee, or gratuity to any employee or official of the State for the purpose of obtaining any Contract or award issued by the State. Vendor further warrants that no commission or other payment has been or will be received from or paid to any third party contingent on the award of any Contract by the State, except as shall have been expressly communicated to the State Purchasing Agent in writing prior to acceptance of the Agreement or award in question. Each individual signing below warrants that he or she is duly authorized by their respective Party to sign the Agreement and bind the Party to the terms and conditions of this RFP. Vendor and their authorized signatory further warrant that no officer or employee of the State has any direct or indirect financial or personal beneficial interest, in the subject matter of the Agreement; obligation or Contract for future award of compensation as an inducement or consideration for making the Agreement. Subsequent discovery by the State of noncompliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding contracts. Violations of this provision may result in debarment of the Vendor(s) as permitted by 9 NCAC 06B.1206, or other provision of law.
- 8) AVAILABILITY OF FUNDS: Any and all payments to Vendor are expressly contingent upon and subject to the appropriation, allocation and availability of funds to the Agency for the purposes set forth in the Agreement. If the Agreement or any Purchase Order issued hereunder is funded in whole or in part by federal funds, the Agency's performance and payment shall be subject to and contingent upon the continuing availability of said federal funds for the purposes of the Agreement or Purchase Order. If the term of the Agreement extends into fiscal years subsequent to that in which it is approved, such continuation of the Agreement is expressly contingent upon the appropriation, allocation and availability of funds by the N.C. Legislature for the purposes set forth in this RFP. If funds to effect payment are not available, the Agency will provide written notification to Vendor. If the Agreement is terminated under this paragraph, Vendor agrees to take back any affected Deliverables and software not yet delivered under the Agreement, terminate any Services supplied to the Agency under the Agreement, and relieve the Agency of any further obligation thereof. The State shall remit payment for Deliverables and Services accepted prior to the date of the aforesaid notice in conformance with the payment terms.

9) ACCEPTANCE PROCESS:

The Agency reserves the right to perform post-delivery review and feedback of the applicant intake system. The Agency also reserves the right to have an independent Vendor conduct testing pertaining to the functions, auditability, security and related matters. At any time before the end of the test and assurance period the Agency may require any or all of the actions provided in Paragraph 19 d) of these Terms and Conditions.

- 10) PAYMENT TERMS: Monthly Payment terms are Net 60 days after receipt of correct invoice (with completed timesheets for Vendor personnel) under milestones, or elsewhere in this solicitation, unless a period of more than sixty (60) days is required by the Agency. The Purchasing State Agency is responsible for all payments under the Agreement. No additional charges to the Agency will be permitted based upon, or arising from, the Agency's use of a Business Procurement Card. The State may exercise any and all rights of Set Off as permitted in Chapter 105A-1 et. seq. of the N.C. General Statutes and applicable Administrative Rules. Upon Vendor's written request of not less than sixty (60) days and approval by the State or Agency, the Agency may:
 - a) Forward the Vendor's payment check(s) directly to any person or entity designated by the Vendor, or
 - b) Include any person or entity designated in writing by Vendor as a joint payee on the Vendor's payment check(s), however
 - c) In no event shall such approval and action obligate the State to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all Contract obligations.

- 11) **EQUAL EMPLOYMENT OPPORTUNITY**: Vendor shall comply with all Federal and State requirements concerning fair employment and employment of the disabled, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or physical disability.
- 12) <u>ADVERTISING/PRESS RELEASE</u>: The Vendor absolutely shall not publicly disseminate any information concerning the Agreement without prior written approval from the State or its Agent. For the purpose of this provision of the Agreement, the Agent is the Purchasing Agency Contract Administrator unless otherwise named in the solicitation documents.
- 13) <u>LATE DELIVERY</u>: Vendor shall advise the Agency contact person or office immediately upon determining that any Deliverable will not, or may not, be delivered or performed at the time or place specified. Together with such notice, Vendor shall state the projected delivery time and date. In the event the delay projected by Vendor is unsatisfactory, the Agency shall so advise Vendor and may proceed to procure the particular substitute Services or other Deliverables.
- 14) ACCESS TO PERSONS AND RECORDS: Pursuant to N.C.G.S. §147-64.7, the Agency, the State Auditor, appropriate federal officials, and their respective authorized employees or agents are authorized to examine all books, records, and accounts of the Vendor insofar as they relate to transactions with any department, board, officer, commission, institution, or other agency of the State of North Carolina pursuant to the performance of the Agreement or to costs charged to the Agreement. The Vendor shall retain any such books, records, and accounts for a minimum of five (5) years after the completion of the Agreement. Additional audit or reporting requirements may be required by any Agency, if in the Agency's opinion, such requirement is imposed by federal or state law or regulation. The Joint Legislative Commission on Governmental Operations and the legislative employees whose primary responsibility is to provide professional or administrative services to the Commission may audit the records of the Vendor during and after the term of this Agreement to verify accounts and data affecting fees or performance in accordance with Chapter 120, Article 13.
- **15)** <u>ASSIGNMENT</u>: Vendor may not assign the Agreement or its obligations hereunder except as permitted by 09 NCAC 06B.1003 and this Paragraph. Vendor shall provide reasonable notice of not less than thirty (30) days prior to any consolidation, acquisition, or merger. Any assignee shall affirm the Agreement attorning and agreeing to the terms and conditions agreed, and that Vendor shall affirm that the assignee is fully capable of performing all obligations of Vendor under the Agreement. An assignment may be made, if at all, in writing by the Vendor, Assignee and the State setting forth the foregoing obligation of Vendor and Assignee.
- **16) INSURANCE COVERAGE:** During the term of the Agreement, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Agreement. As a minimum, the Vendor shall provide and maintain the following coverage and limits:
 - a) **Worker's Compensation** The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$100,000.00, covering all of Vendor's employees who are engaged in any work under the Agreement. If any work is sublet, the Vendor shall require the subcontractor to provide the same coverage for any of his employees engaged in any work under the Agreement; and
 - b) **Commercial General Liability** General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$2,000,000.00 Combined Single Limit (Defense cost shall be in excess of the limit of liability); and
 - c) **Automobile** Automobile Liability Insurance, to include liability coverage, covering all owned, hired and non-owned vehicles, used in connection with the Agreement. The minimum combined single limit shall be \$500,000.00 bodily injury and property damage; \$500,000.00 uninsured/under insured motorist; and \$5,000.00 medical payment; and
 - d) Providing and maintaining adequate insurance coverage described herein is a material obligation of the Vendor and is of the essence of the Agreement. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the 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 North Carolina laws or the Agreement. 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 the Agreement.

- 17) <u>DISPUTE RESOLUTION</u>: The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the Agency Contract Administrator for decision. A claim by the State shall be submitted in writing to the Vendor's Contract Administrator for decision. The Parties shall 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 the Agreement. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under the Agreement, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.
- 18) CONFIDENTIALITY: In accordance with N.C.G.S. §§ 143B-1350(e) and 143B-1375, and 09 NCAC 06B.0103 and 06B.1001, the State may maintain the confidentiality of certain types of information described in N.C.G.S. §132-1 et seq. Such information may include trade secrets defined by N.C.G.S. §66-152 and other information exempted from the Public Records Act pursuant to N.C.G.S. §132-1.2. Vendor may designate appropriate portions of its response as confidential, consistent with and to the extent permitted under the Statutes and Rules set forth above, by marking the top and bottom of pages containing confidential information with a legend in boldface type "CONFIDENTIAL". By so marking any 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 marked confidential meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential. The State may serve as custodian of Vendor's confidential information and not as an arbiter of claims against Vendor's assertion of confidentiality. If an action is brought pursuant to N.C.G.S. §132-9 to compel the State to disclose information marked confidential, the Vendor agrees that it will intervene in the action through its counsel and participate in defending the State, including any public official(s) or public employee(s). The Vendor agrees that it shall hold the State and any official(s) and individual(s) harmless from any and all damages, costs, and attorneys' fees awarded against the State in the action. The State agrees to promptly notify the Vendor in writing of any action seeking to compel the disclosure of Vendor's confidential information. The State shall have the right, at its option and expense, to participate in the defense of the action through its counsel. The State shall have no liability to Vendor with respect to the disclosure of Vendor's confidential information ordered by a court of competent jurisdiction pursuant to N.C.G.S. §132-9 or other applicable
 - a) Care of Information: Vendor agrees to use commercial best efforts to safeguard and protect any data, documents, files, and other materials received from the State or the Agency during performance of any contractual obligation from loss, destruction or erasure. Vendor agrees to abide by all facilities and security requirements and policies of the agency where work is to be performed. Any Vendor personnel shall abide by such facilities and security requirements and shall agree to be bound by the terms and conditions of the Agreement.
 - b) Vendor warrants that all its employees and any approved third party Vendors or subcontractors are subject to a non-disclosure and confidentiality agreement enforceable in North Carolina. Vendor will, upon request of the State, verify and produce true copies of any such agreements. Production of such agreements by Vendor may be made subject to applicable confidentiality, non-disclosure or privacy laws; provided that Vendor produces satisfactory evidence supporting exclusion of such agreements from disclosure under the N.C. Public Records laws in N.C.G.S. §132-1 et seq. The State may, in its sole discretion, provide a non-disclosure and confidentiality agreement satisfactory to the State for Vendor's execution. The State may exercise its rights under this subparagraph as necessary or proper, in its discretion, to comply with applicable security regulations or statutes including, but not limited to 26 USC 6103 and IRS Publication 1075, (Tax Information Security Guidelines for Federal,

- State, and Local Agencies), HIPAA, 42 USC 1320(d) (Health Insurance Portability and Accountability Act), any implementing regulations in the Code of Federal Regulations, and any future regulations imposed upon the Department of Information Technology or the N.C. Department of Revenue pursuant to future statutory or regulatory requirements.
- c) Nondisclosure: Vendor agrees and specifically warrants that it, its officers, directors, principals and employees, and any subcontractors, shall hold all information received during performance of the Agreement in the strictest confidence and shall not disclose the same to any third party without the express written approval of the State.
- d) The Vendor shall protect the confidentiality of all information, data, instruments, studies, reports, records and other materials provided to it by the Agency or maintained or created in accordance with this Agreement. No such information, data, instruments, studies, reports, records and other materials in the possession of Vendor shall be disclosed in any form without the prior written consent of the State Agency. The Vendor will have written policies governing access to and duplication and dissemination of all such information, data, instruments, studies, reports, records and other materials.
- e) All project materials, including software, data, and documentation created during the performance or provision of Services hereunder that are not licensed to the State or are not proprietary to the Vendor are the property of the State of North Carolina and must be kept confidential or returned to the State, or destroyed. 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 subject to a perpetual, royalty free, nonexclusive license to the State.
- 19) <u>DEFAULT</u>: In the event Services or other Deliverable furnished or performed by the Vendor during performance of any Contract term fail to conform to any material requirement(s) of the Contract specifications, notice of the failure is provided by the State and if the failure is not cured within ten (10) days, or Vendor fails to meet the requirements of Paragraph 9) herein, the State may cancel the contract. Default may be cause for debarment as provided in 09 NCAC 06B.1206. The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
 - a) If Vendor fails to deliver or provide correct Services or other Deliverables within the time required by the Agreement, the State shall provide written notice of said failure to Vendor, and by such notice require performance assurance measures pursuant to N.C.G.S. 143B-1340(f). Vendor is responsible for the delays resulting from its failure to deliver or provide services or other Deliverables.
 - b) Should the State fail to perform any of its obligations upon which Vendor's performance is conditioned, Vendor shall not be in default for any delay, cost increase or other consequences resulting from the State's failure. Vendor will use reasonable efforts to mitigate delays, costs or expenses arising from assumptions in the Vendor's offer documents that prove erroneous or are otherwise invalid. Any deadline that is affected by any such failure in assumptions or performance by the State shall be extended by an amount of time reasonably necessary to compensate for the effect of such failure.
 - c) Vendor shall provide a plan to cure any delay or default if requested by the State. The plan shall state the nature of the delay or default, the time required for cure, any mitigating factors causing or tending to cause the delay or default, and such other information as the Vendor may deem necessary or proper to provide.
 - d) If the prescribed acceptance testing stated in the Solicitation Documents or performed pursuant to Paragraph 9) of the DIT Terms and Conditions is not completed successfully, the State may request substitute or modified Software, cancel the portion of the Contract that relates to the unaccepted Software, extend the period of testing for a period designed by the State to allow time for Vendor to remedy the problems, or continue the acceptance testing with or without the assistance of Vendor. These options shall remain in effect until such time as the testing is successful or the expiration of any time specified for completion of the testing. If the testing is not completed after exercise of any of the State's options, the State may cancel any portion of the contract related to the failed Software and take action to procure substitute software. If the failed software (or the substituted software) is

an integral and critical part of the proper completion of the work for which the Deliverables identified in the solicitation documents or statement of work were acquired, the State may terminate the entire contract and recover payments extended from Agency funds.

- 20) WAIVER OF DEFAULT: 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 and shall not be construed to be a modification or novation of the terms of the Agreement, unless so stated in writing and signed by authorized representatives of the Agency and the Vendor, and made as an amendment to the Agreement pursuant to Paragraph 40) herein below.
- **21)** <u>TERMINATION</u>: Any notice or termination made under the Agreement shall be transmitted via US Mail, Certified Return Receipt Requested. The period of notice for termination shall begin on the day the return receipt is signed and dated.
 - a) The parties may mutually terminate the Agreement by written agreement at any time.
 - b) The State may terminate the Agreement, in whole or in part, pursuant to Paragraph 19), or pursuant to the Special Terms and Conditions in the Solicitation Documents, if any, or for any of the following:
 - i) Termination for Cause:
 - (a) In the event any goods, software, or service furnished by the Vendor during performance of any Contract term fails to conform to any material requirement of the Contract, and the failure is not cured within the specified time after providing written notice thereof to Vendor, the State may cancel and procure the articles or Services from other sources; holding Vendor liable for any excess costs occasioned thereby, subject only to the limitations provided in Paragraphs 22) and 23) herein. The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract. Vendor shall not be relieved of liability to the State for damages sustained by the State arising from Vendor's breach of the Agreement; and the State may, in its discretion, withhold any payment due as a setoff until such time as the damages are finally determined or as agreed by the parties. Voluntary or involuntary Bankruptcy or receivership by Vendor shall be cause for termination.
 - (b) In the event fraud, misappropriation or deception is committed by Vendor or any of Vendor's contractors or employees in relation to the goods or services furnished during performance of any Contract term, but not including any fraud committed by individual applicants unless Vendor or its contractors or employees knowingly aided, facilitated or in any way assisted such fraud (knowledge for these purposes includes deliberate ignorance of the truth or falsity of the information, or reckless disregard of the truth or falsity of the information), the State may immediately cancel and procure the articles or Services from other sources; holding Vendor liable for any excess costs occasioned thereby, subject only to the limitations provided in Paragraphs 22) and 23) herein. The rights and remedies of the State provided above shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract. Vendor shall not be relieved of liability to the State for damages sustained by the State arising from Vendor's breach of the Agreement; and the State may, in its discretion, withhold any payment due as a setoff until such time as the damages are finally determined or as agreed by the parties.
 - ii) <u>Termination For Convenience Without Cause</u>: The State may terminate service and indefinite quantity contracts, in whole or in part by giving thirty (30) days prior notice in writing to the Vendor. Vendor shall be entitled to sums due as compensation for Deliverables provided and Services performed in conformance with the Contract. In the event the Contract is terminated for the convenience of the State the Agency will pay for all work performed and products delivered in conformance with the Contract up to the date of termination.
 - iii) Consistent failure to participate in problem resolution meetings, two (2) consecutive missed or rescheduled meetings, or failure to make a good faith effort to resolve problems, may result in termination of the Agreement.

22) LIMITATION OF VENDOR'S LIABILITY:

- a) Where Deliverables are under the State's exclusive management and control, the Vendor shall not be liable for direct damages caused by the State's failure to fulfill any State responsibilities of assuring the proper use, management and supervision of the Deliverables and programs, audit controls, operating methods, office procedures, or for establishing all proper checkpoints necessary for the State's intended use of the Deliverables. Vendor shall not be responsible for any damages that arise from (i) misuse or modification of Vendor's Software by or on behalf of the State, (ii) the State's failure to use corrections or enhancements made available by Vendor, (iii) the quality or integrity of data from other automated or manual systems with which the Vendor's Software interfaces, (iv) errors in or changes to third party software or hardware implemented by the State or a third party (including the vendors of such software or hardware) that is not a subcontractor of Vendor or that is not supported by the Deliverables, or (vi) the operation or use of the Vendor's Software not in accordance with the operating procedures developed for the Vendor's Software or otherwise in a manner not contemplated by this Agreement.
- b) The Vendor's liability for damages to the State arising under the contract shall be limited to two (2) times the value of the Contract.
- c) The foregoing limitation of liability shall not apply to claims covered by other specific provisions including but not limited to Service Level Agreement or Deliverable/Product Warranties pursuant to Section II, 2) of these Terms and Conditions, or to claims for injury to persons or damage to tangible personal property, gross negligence or willful or wanton conduct. This limitation of liability does not apply to contributions among joint tortfeasors under N.C.G.S. 1B-1 et seq., the receipt of court costs or attorney's fees that might be awarded by a court in addition to damages after litigation based on the Agreement. For avoidance of doubt, the Parties agree that the Service Level Agreement and Deliverable/Product Warranty Terms in the Contract are intended to provide the sole and exclusive remedies available to the State under the Contract for the Vendor's failure to comply with the requirements stated therein.

23) VENDOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY:

- a) The Vendor shall be liable for damages arising out of personal injuries and/or damage to real or tangible personal property of the State, employees of the State, persons designated by the State for training, or person(s) other than agents or employees of the Vendor, designated by the State for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the Deliverables either at the Vendor's site or at the State's place of business, provided that the injury or damage was caused by the fault or negligence of the Vendor.
- b) The Vendor agrees to indemnify, defend and hold the Agency and the State and its Officers, employees, agents and assigns harmless from any liability relating to personal injury or injury to real or personal property of any kind, accruing or resulting to any other person, firm or corporation furnishing or supplying work, Services, materials or supplies in connection with the performance of the Agreement, whether tangible or intangible, arising out of the ordinary negligence, wilful or wanton negligence, or intentional acts of the Vendor, its officers, employees, agents, assigns or subcontractors.
- c) Vendor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by the Vendor.
- 24) TIME IS OF THE ESSENCE: Time is of the essence in the performance of the Agreement.
- 25) <u>DATE AND TIME WARRANTY</u>: The Vendor warrants that any Deliverable, whether Services, hardware, firmware, middleware, custom or commercial software, or internal components, subroutines, and interface therein which performs, modifies or affects any date and/or time data recognition function, calculation, or sequencing, will still enable the modified function to perform accurate date/time data and leap year calculations. This warranty shall survive termination or expiration of the Contract.
- **26) <u>INDEPENDENT CONTRACTORS</u>:** Vendor and its employees, officers and executives, and subcontractors, if any, shall be independent Vendors and not employees or agents of the State. The Agreement shall not operate as a joint venture, partnership, trust, agency or any other similar business relationship.

- **27) TRANSPORTATION:** Transportation of any tangible Deliverables shall be FOB Destination; unless otherwise specified in the solicitation document or purchase order. Freight, handling, hazardous material charges, and distribution and installation charges shall be included in the total price of each item. Any additional charges shall not be honored for payment unless authorized in writing by the Purchasing State Agency. In cases where parties, other than the Vendor ship materials against this order, the shipper must be instructed to show the purchase order number on all packages and shipping manifests to ensure proper identification and payment of invoices. A complete packing list must accompany each shipment.
- **28)** <u>NOTICES</u>: Any notices required under the Agreement should be delivered to the Contract Administrator for each party. Unless otherwise specified in the Solicitation Documents, any notices shall be delivered in writing by U.S. Mail, Commercial Courier or by hand.
- **29) <u>TITLES AND HEADINGS</u>**: Titles and Headings in the Agreement are used for convenience only and do not define, limit or proscribe the language of terms identified by such Titles and Headings.
- **30) AMENDMENT**: The Agreement may not be amended orally or by performance. Any amendment must be made in written form and signed by duly authorized representatives of the State and Vendor in conformance with Paragraph 36) herein.
- 31) <u>TAXES</u>: The State of North Carolina is exempt from Federal excise taxes and no payment will be made for any personal property taxes levied on the Vendor or for any taxes levied on employee wages. Agencies of the State may have additional exemptions or exclusions for federal or state taxes. Evidence of such additional exemptions or exclusions may be provided to Vendor by Agencies, as applicable, during the term of the Agreement. Applicable State or local sales taxes shall be invoiced as a separate item.

32) GOVERNING LAWS, JURISDICTION, AND VENUE:

- a) The Agreement is made under and shall be governed and construed in accordance with the laws of the State of North Carolina and applicable Administrative Rules. The place of the Agreement or purchase order, its situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in Contract or in tort, relating to its validity, construction, interpretation and enforcement shall be determined. Vendor agrees and submits, solely for matters relating to the Agreement, to the jurisdiction of the courts of the State of North Carolina, and stipulates that Wake County shall be the proper venue for all matters.
- b) Except to the extent the provisions of the Contract are clearly inconsistent therewith, the applicable provisions of the Uniform Commercial Code as modified and adopted in North Carolina shall govern the Agreement. To the extent the Contract entails both the supply of "goods" and "Services," such shall be deemed "goods" within the meaning of the Uniform Commercial Code, except when deeming such Services as "goods" would result in a clearly unreasonable interpretation.
- 33) <u>FORCE MAJEURE</u>: 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 as a result of events beyond its reasonable control, including without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.
- **34)** 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, including those of federal, state, and local agencies having jurisdiction and/or authority.
- 35) <u>SEVERABILITY</u>: In the event that a court of competent jurisdiction holds that a provision or requirement of the Agreement violates any applicable law, each such provision or requirement shall be enforced only to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of the Agreement shall remain in full force and effect. All promises, requirement, terms, conditions, provisions, representations, guarantees and warranties contained herein shall survive the expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statute, including statutes of repose or limitation.
- **36)** CHANGES: The Agreement and subsequent purchase order(s) is awarded subject to the provision of the specified Services and the shipment or provision of other Deliverables as specified herein. Any changes made to the Agreement or purchase order proposed by the Vendor are hereby rejected unless

- accepted in writing by the Agency or State Award Authority. The State shall not be responsible for Services or other Deliverables delivered without a purchase order from the Agency or State Award Authority.
- 37) <u>FEDERAL INTELLECTUAL PROPERTY BANKRUPTCY PROTECTION ACT</u>: The Parties agree that the Agency shall be entitled to all rights and benefits of the Federal Intellectual Property Bankruptcy Protection Act, Public Law 100-506, codified at 11 U.S.C. 365(n), and any amendments thereto.
- 38) <u>ELECTRONIC PROCUREMENT</u> (Applies to all contracts that include E-Procurement and are identified as such in the body of the solicitation document): Purchasing shall be conducted through the Statewide E-Procurement Services. The State's third party agent shall serve as the Supplier Manager for this E-Procurement Services. The Vendor shall register for the Statewide E-Procurement Services within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of the Agreement.
 - a) The successful Vendor(s) shall pay a transaction fee of 1.75% (.0175) on the total dollar amount of GOODS (excluding sales taxes) of each purchase order issued through the Statewide E-Procurement Service. This applies to all purchase orders, regardless of the quantity or dollar amount of the purchase order. The transaction fee shall neither be charged to nor paid by the State, or by any State approved users of the contract. The transaction fee shall not be stated or included as a separate item in the proposed contract or invoice. There are no additional fees or charges to the Vendor for the Services rendered by the Supplier Manager under the Agreement. Vendor will receive a credit for transaction fees they paid for the purchase of any item(s) if an item(s) is returned through no fault of the Vendor. Transaction fees are non-refundable when an item is rejected and returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the contract.
 - b) Vendor, or its authorized Reseller, as applicable, will be invoiced monthly for the State's transaction fee by the Supplier Manager. The transaction fee shall be based on purchase orders issued for the prior month. Unless Supplier Manager receives written notice from the Vendor identifying with specificity any errors in an invoice within thirty (30) days of the receipt of invoice, such invoice shall be deemed to be correct and Vendor shall have waived its right to later dispute the accuracy and completeness of the invoice. Payment of the transaction fee by the Vendor is due to the account designated by the State within thirty (30) days after receipt of the correct invoice for the transaction fee, which includes payment of all portions of an invoice not in dispute. Within thirty (30) days of the receipt of invoice, Vendor may request in writing an extension of the invoice payment due date for that portion of the transaction fee invoice for which payment of the related goods by the governmental purchasing entity has not been received by the Vendor. If payment of the transaction fee invoice is not received by the State within this payment period, it shall be considered a material breach of contract. The Supplier Manager shall provide, whenever reasonably requested by the Vendor in writing (including electronic documents), supporting documentation from the E-Procurement Service that accounts for the amount of the invoice.
 - c) The Supplier Manager will capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the E-Procurement Services. Subsequently, the Supplier Manager will send those orders to the appropriate Vendor on State Contract. The State or State approved user, not the Supplier Manager, shall be responsible for the solicitation, offers received, evaluation of offers received, award of Contract, and the payment for goods delivered.
 - d) Vendor agrees at all times to maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If a Vendor is a corporation, partnership or other legal entity, then the Vendor may authorize its employees to use its password. Vendor shall be responsible for all activity and all charges for such employees. Vendor agrees not to permit a third party to use the Statewide E-Procurement Services through its account. If there is a breach of security through the Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by e-mail. Vendor shall cooperate with the state and the Supplier Manager to mitigate and correct any security breach.

39) PATENT, COPYRIGHT, AND TRADE SECRET PROTECTION:

- a) Vendor has created, acquired or otherwise has rights in, and may, in connection with the performance of Services for the State, employ, provide, create, acquire or otherwise obtain rights in various concepts, ideas, methods, methodologies, procedures, processes, know-how, techniques, models, templates and general purpose consulting and software tools, utilities and routines (collectively, the "Vendor technology"). To the extent that any Vendor technology is contained in any of the Services or Deliverables including any derivative works, the Vendor hereby grants the State a royalty-free, fully paid, worldwide, perpetual, non-exclusive license to use such Vendor technology in connection with the Services or Deliverables for the State's purposes.
- b) Vendor shall not acquire any right, title and interest in and to the copyrights for goods, any and all software, technical information, specifications, drawings, records, documentation, data or derivative works thereof, or other work products provided by the State to Vendor. The State hereby grants Vendor a royalty-free, fully paid, worldwide, perpetual, non-exclusive license for Vendor's internal use to non-confidential deliverables first originated and prepared by the Vendor for delivery to the State.
- c) The Vendor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the Services or other Deliverables supplied by the Vendor, or the operation of such pursuant to a current version of vendor-supplied software, infringes a patent, or copyright or violates a trade secret in the United States. The Vendor shall pay those costs and damages finally awarded against the State in any such action; damages shall be limited as provided in N.C.G.S. 143B-1350(h1). Such defense and payment shall be conditioned on the following:
 - i. That the Vendor shall be notified within a reasonable time in writing by the State of any such claim; and,
 - ii. That the Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that the State shall have the option to participate in such action at its own expense.
- d) Should any Services or other Deliverables supplied by Vendor, or the operation thereof become, or in the Vendor's opinion are likely to become, the subject of a claim of infringement of a patent, copyright, or a trade secret in the United States, the State shall permit the Vendor, at its option and expense, either to procure for the State the right to continue using the Services or Deliverables, or to replace or modify the same to become non-infringing and continue to meet procurement specifications in all material respects. If neither of these options can reasonably be taken, or if the use of such Services or Deliverables by the State shall be prevented by injunction, the Vendor agrees to take back any goods/hardware or software, and refund any sums the State has paid Vendor less any reasonable amount for use or damage and make every reasonable effort to assist the state in procuring substitute Services or Deliverables. If, in the sole opinion of the State, the return of such infringing Services or Deliverables makes the retention of other Services or Deliverables acquired from the Vendor under the agreement impractical, the State shall then have the option of terminating the contract, or applicable portions thereof, without penalty or termination charge. The Vendor agrees to take back Services or Deliverables and refund any sums the State has paid Vendor less any reasonable amount for use or damage.
- e) Vendor will not be required to defend or indemnify the State if any claim by a third party against the State for infringement or misappropriation (i) results from the State's alteration of any Vendorbranded Service or Deliverable, or (ii) results from the continued use of the good(s) or services and other Services or Deliverables after receiving notice they infringe a trade secret of a third party.
- f) Nothing stated herein, however, shall affect Vendor's ownership in or rights to its preexisting intellectual property and proprietary rights.
- 40) <u>UNANTICIPATED TASKS</u> In the event that additional work must be performed that was wholly unanticipated, and that is not specified in the Agreement, but which in the opinion of both parties is

necessary to the successful accomplishment of the contracted scope of work, the procedures outlined in this article will be followed. For each item of unanticipated work, the Vendor shall prepare a work authorization in accordance with the State's practices and procedures.

- a) It is understood and agreed by both parties that all of the terms and conditions of the Agreement shall remain in force with the inclusion of any work authorization. A work authorization shall not constitute a contract separate from the Agreement, nor in any manner amend or supersede any of the other terms or provisions of the Agreement or any amendment hereto.
- b) Each work authorization shall comprise a detailed statement of the purpose, objective, or goals to be undertaken by the Vendor, the job classification or approximate skill level or sets of the personnel required, an identification of all significant material then known to be developed by the Vendor's personnel as a Deliverable, an identification of all significant materials to be delivered by the State to the Vendor's personnel, an estimated time schedule for the provision of the Services by the Vendor, completion criteria for the work to be performed, the name or identification of Vendor's personnel to be assigned, the Vendor's estimated work hours required to accomplish the purpose, objective or goals, the Vendor's billing rates and units billed, and the Vendor's total estimated cost of the work authorization.
- c) All work authorizations must be submitted for review and approval by the procurement office that approved the original Contract and procurement. This submission and approval must be completed prior to execution of any work authorization documentation or performance thereunder. All work authorizations must be written and signed by the Vendor and the State prior to beginning work.
- d) The State has the right to require the Vendor to stop or suspend performance under the "Stop Work" provision of the North Carolina Department of Information Technology Terms and Conditions.
- e) The Vendor shall not expend Personnel resources at any cost to the State in excess of the estimated work hours unless this procedure is followed: If, during performance of the work, the Vendor determines that a work authorization to be performed under the Agreement cannot be accomplished within the estimated work hours, the Vendor will be required to complete the work authorization in full. Upon receipt of such notification, the State may:
 - a. Authorize the Vendor to expend the estimated additional work hours or service in excess of the original estimate necessary to accomplish the work authorization, or
 - b. Terminate the work authorization, or
 - c. Alter the scope of the work authorization in order to define tasks that can be accomplished within the remaining estimated work hours.
 - d. The State will notify the Vendor in writing of its election within seven (7) calendar days after receipt of the Vendor's notification. If notice of the election is given to proceed, the Vendor may expend the estimated additional work hours or Services.
- 41) <u>STOP WORK ORDER</u> The State may issue a written Stop Work Order to Vendor for cause at any time requiring Vendor to suspend or stop all, or any part, of the performance due under the Agreement for a period up to ninety (90) days after the Stop Work Order is delivered to the Vendor. The ninety (90) day period may be extended for any further period for which the parties may agree.
 - a) The Stop Work Order shall be specifically identified as such and shall indicate that it is issued under this term. Upon receipt of the Stop Work Order, the Vendor shall immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the Stop Work Order during the period of work suspension or stoppage. Within a period of

ninety (90) days after a Stop Work Order is delivered to Vendor, or within any extension of that period to which the parties agree, the State shall either:

- i) Cancel the Stop Work Order, or
- ii) Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clause of the Agreement.
- b) If a Stop Work Order issued under this clause is canceled or the period of the Stop Work Order or any extension thereof expires, the Vendor shall resume work. The State shall make an equitable adjustment in the delivery schedule, the Agreement price, or both, and the Agreement shall be modified, in writing, accordingly, if:
 - The Stop Work Order results in an increase in the time required for, or in the Vendor's cost properly allocable to the performance of any part of the Agreement, and
 - ii) The Vendor asserts its right to an equitable adjustment within thirty (30) days after the end of the period of work stoppage; provided that if the State decides the facts justify the action, the State may receive and act upon an offer submitted at any time before final payment under the Agreement.
- c) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled Termination for Convenience of the State, the State shall allow reasonable direct costs resulting from the Stop Work Order in arriving at the termination settlement.
- d) The State shall not be liable to the Vendor for loss of profits because of a Stop Work Order issued under this term.
- 42) TRANSITION ASSISTANCE If the Agreement is not renewed at the end of the term, or is canceled prior to its expiration, for any reason, the Vendor must provide for up to six (6) months after the expiration or cancellation of the Agreement, all reasonable transition assistance requested by the State, 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. Such transition assistance will be deemed by the parties to be governed by the terms and conditions of the Agreement, (notwithstanding this expiration or cancellation) except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall pay the Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Agreement for Contract performance. If the State cancels the Agreement for cause, then the State will be entitled to off set the cost of paying the Vendor for the additional resources the Vendor utilized in providing transition assistance with any damages the State may have otherwise accrued as a result of said cancellation.

Section 2: Terms and Conditions Applicable to Vendor Hosted Solutions

1) **DEFINITIONS**:

- a) "Data" includes and means information, formulae, algorithms, or other content that the State, the State's employees, agents and end users upload, create or modify using the Services pursuant to this Agreement. Data also includes user identification information and metadata which may contain Data or from which the State's Data may be ascertainable.
- b) "Support" includes provision of ongoing updates and maintenance for the Vendor online software applications, and as may be specified herein, consulting, training and other support Services as provided by the Vendor for SaaS tenants receiving similar SaaS Services.

2) ACCESS AND USE OF SAAS SERVICES:

a) The Vendor grants the State a personal non-transferable and non-exclusive right to use and access, all Services and other functionalities or services provided, furnished or accessible under this Agreement. The State may utilize the Services as agreed herein and in accordance with any mutually agreed Acceptable Use Policy. The State is authorized to access State Data and any Vendor-provided data as specified herein and to transmit revisions, updates, deletions, enhancements, or modifications to the State Data. This shall include the right of the State to, and access to, Support without the Vendor requiring a separate maintenance or support agreement. Subject to an agreed limitation on the number of users, the State may use the Services with any computer, computer system, server, or desktop workstation owned or utilized by the State or other authorized users. User access to the Services shall be routinely provided by the Vendor and may be subject to a more specific Service Level Agreement (SLA) agreed to in writing by the parties. The State shall notify the Vendor of any unauthorized use of any password or account, or any other known or suspected breach of security access. The State also agrees to refrain from taking any steps, such as reverse engineering, reverse assembly or reverse compilation to derive a source code equivalent to the Services or any portion thereof. Use of the Services to perform services for commercial third parties (so-called "service bureau" uses) is not permitted, but the State may utilize the Services to perform its governmental functions. If the Services fees are based upon the number of Users and/or hosted instances, the number of Users/hosted instances available may be adjusted at any time (subject to the restrictions on the maximum number of Users specified in the Furnish and Deliver Table herein above) by mutual agreement and State Procurement approval. All Services and information designated as "confidential" or "proprietary" shall be kept in confidence except as may be required by the North Carolina Public Records Act: N.C.G.S. § 132-1, et. seg.

- b) The State's access license for the Services and its associated services neither transfers, vests, nor infers any title or other ownership right in any intellectual property rights of the Vendor or any third party, nor does this license transfer, vest, or infer any title or other ownership right in any source code associated with the Services unless otherwise agreed to by the parties. The provisions of this paragraph will not be construed as a sale of any ownership rights in the Services. Any Services or technical and business information owned by Vendor or its suppliers or licensors made accessible or furnished to the State shall be and remain the property of the Vendor or such other party, respectively. Vendor has a limited, non-exclusive license to access and use the State Data as provided to Vendor, but solely for performing its obligations under this Agreement and in confidence as provided herein.
- c) The Vendor or its suppliers shall at minimum, and except as otherwise agreed, provide telephone assistance to the State for all Services procured hereunder during the State's normal business hours (unless different hours are specified herein). The Vendor warrants that its Support and customer service and assistance will be performed in accordance with generally accepted industry standards. The State has the right to receive the benefit of upgrades, updates, maintenance releases or other enhancements or modifications made generally available to the Vendor's SaaS tenants for similar Services. The Vendor's right to a new use agreement for new version releases of the Services shall not be abridged by the foregoing. The Vendor may, at no additional charge, modify the Services to improve operation and reliability or to meet legal requirements.
- d) The Vendor will provide to the State the same Services for updating, maintaining and continuing optimal performance for the Services as provided to other similarly situated users or tenants of the Services, but minimally as provided for and specified herein. Unless otherwise agreed in writing, Support will also be provided for any other (e.g., third party) software provided by the Vendor in connection with the Vendor's solution herein. The technical and professional activities required for establishing, managing, and maintaining the Services environment are the responsibilities of the Vendor. Any training specified herein will be provided by the Vendor to certain State users for the fees or costs as set forth herein or in an SLA.
- e) Services provided pursuant to this Solicitation may, in some circumstances, be accompanied by a user clickwrap agreement. The term clickwrap agreement refers to an agreement that requires the end user to manifest his or her assent to terms and conditions by clicking an "ok" or "agree" button on a dialog box or pop-up window as part of the process of access to the Services. All terms and conditions of any clickwrap agreement provided with any Services solicited herein shall have no force and effect and shall be non-binding on the State, its employees, agents, and other authorized users of the Services.
- f) The Vendor may utilize partners and/or subcontractors to assist in the provision of the Services, so long as the State Data is not removed from the United States unless the terms of storage of the State Data are clearly disclosed, the security provisions referenced herein can still be complied with, and such

removal is done with the prior express written permission of the State. The Vendor shall identify all of its strategic business partners related to Services provided under this contract including, but not limited to, all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the Vendor, who will be involved in any application development and/or operations.

- g) The Vendor warrants that all Services will be performed with professional care and skill, in a workmanlike manner and in accordance with the Services documentation and this Agreement.
- h) An SLA or other agreed writing shall contain provisions for scalability of Services and any variation in fees or costs as a result of any such scaling.
- i) Professional services provided by the Vendor at the request by the State in writing in addition to agreed Services shall be at the then-existing Vendor hourly rates when provided, unless otherwise agreed in writing by the parties.

3) WARRANTY OF NON-INFRINGEMENT:

- a) The Vendor warrants to the best of its knowledge that:
 - i) The Services do not infringe any intellectual property rights of any third party; and
 - ii) There are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party.

4) ACCESS AVAILABILITY; REMEDIES:

- a) The Vendor warrants that the Services will be in good working order, and operating in conformance with Vendor's standard specifications and functions as well as any other specifications agreed to by the parties in writing, and shall remain accessible 24/7, with the exception of scheduled outages for maintenance and of other service level provisions agreed in writing, e.g., in an SLA. The Vendor does not warrant that the operation of the Services will be completely uninterrupted or error free, or that the Services functions will meet all the State's requirements unless developed as Customized Services.
- b) The State shall notify the Vendor if the Services are not in good working order or inaccessible during the term of the Agreement. The Vendor shall, at its option, either repair, replace or reperform any Services reported or discovered as not being in good working order and accessible during the applicable contract term without cost to the State. If the Services' monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), the State shall be entitled to receive automatic credits as indicated immediately below, or the State may use other contractual remedies such as recovery of damages, as set forth herein in writing, e.g., in Specifications, Special Terms or in an SLA, and as such other contractual damages are limited by N.C.G.S. § 143B-1350(h1) and the Limitation of Liability paragraph below. If not otherwise provided, the automatic remedies for non-availability of the Subscription Services during a month are:
 - 1. A 10% service credit applied against future fees if Vendor does not reach 99.9% availability.
 - 2. A 25% service credit applied against future fees if Vendor does not reach 99% availability.
 - 3. A 50% service credit applied against future fees or eligibility for early termination of the Agreement if Vendor does not reach 95% availability.
 - If, however, Services meet the 99.9% service availability level for a month but are not available for a consecutive 120 minutes during that month, the Vendor shall grant to the State a credit of a pro-rated one-day of the monthly subscription Services fee against future Services charges. Such credit(s) shall be applied to the bill immediately following the month in which the Vendor failed to meet the performance requirements or other service levels, and the credit will continue to be deducted from the monthly invoice for each prior month that Vendor fails to meet the support response times for the remainder of the duration of the Agreement. If Services monthly availability averages less than 99.9% (excluding agreed-upon maintenance downtime), for three (3) or more months in a rolling twelve-month period, the State may also terminate the contract for material breach in accordance with the Default provisions hereinbelow.
- c) Support Services. If the Vendor fails to meet Support Service response times as set forth herein or in an SLA for a period of three (3) consecutive months, a 10% service credit will be deducted from the invoice in the month immediately following the third month, and the 10% service credit will continue to be deducted from the monthly invoice for each month that the Vendor fails to meet the support response times for the remainder of the duration of the Agreement.

5) **EXCLUSIONS**:

- a) Except as stated above in Paragraphs 3 and 4, Vendor and its parent, subsidiaries and affiliates, subcontractors and suppliers make no warranties, express or implied, as to the Services.
- b) The warranties provided in Paragraphs 3 and 4 above do not cover repair for damages, malfunctions or service failures substantially caused by:
 - i) Actions of non-Vendor personnel;
 - ii) Failure to follow Vendor's written instructions relating to the Services provided to the State; or
 - iii) Force Majeure conditions set forth hereinbelow.
 - iv) The State's sole misuse of, or its own inability to use, the Services.
- 6) PERFORMANCE REVIEW AND ACCOUNTABILITY: N.C.G.S. § 143B-1340(f) and 09 NCAC 06B.1207 require provisions for performance review and accountability in State IT contracts. For this procurement, these shall include the holding a retainage of ten percent (10%) of the contract value and withholding the final payment contingent on final acceptance by the State as provided in 09 NCAC 06B.1207(3) and (4), unless waived or otherwise agreed, in writing. The Services herein will be provided consistent with and under these Services performance review and accountability guarantees.
- 7) LIMITATION OF LIABILITY: Limitation of Vendor's Contract Damages Liability: Reserved.
- 8) VENDOR'S LIABILITY FOR INJURY TO PERSONS OR DAMAGE TO PROPERTY: Reserved.
- 9) MODIFICATION OF SERVICES: If Vendor modifies or replaces the Services provided to the State and other tenants, and if the State has paid all applicable Subscription Fees, the State shall be entitled to receive, at no additional charge, access to a newer version of the Services that supports substantially the same functionality as the then accessible version of the Services. Newer versions of the Services containing substantially increased functionality may be made available to the State for an additional subscription fee. In the event of either of such modifications, the then accessible version of the Services shall remain fully available to the State until the newer version is provided to the State and accepted. If a modification materially affects the functionality of the Services as used by the State, the State, at its sole option, may defer such modification.

10) TRANSITION PERIOD:

- a) For ninety (90) days or, if longer, the period specified in the Vendor's Transition-Out Plan or similar proposal (TR-2 of Section 3.14 of the RFP), either prior to the expiration date of this Agreement, or upon notice of termination of this Agreement, the Vendor shall assist the State, in extracting and/or transitioning all Data in the format determined by the State ("Transition Period").
- b) The Transition Period may be modified in an SLA or as agreed upon in writing by the parties in a contract amendment.
- c) During the Transition Period, Services access shall continue to be made available to the State without alteration.
- d) The Vendor agrees to compensate the State for damages or losses the State incurs as a result of Vendor's failure to comply with this Transition Period section in accordance with the Limitation of Liability provisions above.
- e) Upon termination, and unless otherwise stated in an SLA, and after providing the State Data to the State as indicated above in this section with acknowledged receipt by the State in writing, the Vendor shall permanently destroy or render inaccessible any portion of the State Data in the Vendor's and/or subcontractor's possession or control following the completion and expiration of all obligations in this section. Within thirty (30) days, the Vendor shall issue a written statement to the State confirming the destruction or inaccessibility of the State's Data.
- f) The State at its option, may purchase additional Transition Services as may be agreed upon in a supplemental agreement.
- 11) **TRANSPORTATION:** Transportation charges for any Deliverable sent to the State other than electronically or by download shall be FOB Destination unless delivered by internet or file-transfer as agreed by the State, or otherwise specified in the solicitation document or purchase order.
- 12) TRAVEL EXPENSES RESERVED
- 13) PROHIBITION AGAINST CONTINGENT FEES AND GRATUITIES RESERVED
- 14) AVAILABILITY OF FUNDS RESERVED

15) PAYMENT TERMS (Applicable to SaaS):

- a) Payment may be made by the State in advance of or in anticipation of subscription Services to be actually performed under the Agreement or upon proper invoice for other Services rendered. Payment terms are Net 30 days after receipt of correct invoice. Initial payments are to be made after final acceptance of the Services. Payments are subject to any retainage requirements herein. The Purchasing State Agency is responsible for all payments under the Agreement. Subscription fees for term years after the initial year shall be as quoted under State options herein but shall not increase more than five percent (5%) over the prior term, except as the parties may have agreed to an alternate formula to determine such increases in writing. No additional charges to the State will be permitted based upon, or arising from, the State's use of a Business Procurement Card. The State may exercise any and all rights of Set Off as permitted in Chapter 105A-1 et seq. of the N.C. General Statutes and applicable Administrative Rules.
- b) Upon the Vendor's written request of not less than thirty (30) days and approval by the State, the State may:
 - i) Forward the Vendor's payment check(s) directly to any person or entity designated by the Vendor or
 - ii) Include any person or entity designated in writing by Vendor as a joint payee on the Vendor's payment check(s), however,
 - iii) In no event shall such approval and action obligate the State to anyone other than the Vendor and the Vendor shall remain responsible for fulfillment of all Agreement obligations.
- c) For any third party software licensed by the Vendor or its subcontractors for use by the State, a copy of the software license including terms acceptable to the State, an assignment acceptable to the State, and documentation of license fees paid by the Vendor must be provided to the State before any related license fees or costs may be billed to the State.
- d) An undisputed invoice is an invoice for which the State and/or the Purchasing State Agency has not disputed in writing within thirty (30) days from the invoice date, unless the agency requests more time for review of the invoice. Upon the Vendor's receipt of a disputed invoice notice, the Vendor will work to correct the applicable invoice error, provided that such dispute notice shall not relieve the State or the applicable Purchasing State Agency from its payment obligations for the undisputed items on the invoice or for any disputed items that are ultimately corrected. The Purchasing State Agency is not required to pay the Vendor for any Software or Services provided without a written purchase order from the appropriate Purchasing State Agency. In addition, all such Services provided must meet all terms, conditions, and specifications of this Agreement and purchase order and be accepted as satisfactory by the Purchasing State Agency before payment will be issued.
- e) The Purchasing State Agency shall release any amounts held as retainages for Services completed within a reasonable period after the end of the period(s) or term(s) for which the retainage was withheld. Payment retainage shall apply to all invoiced items, excepting only such items as the Vendor obtains from Third Parties and for which costs are chargeable to the State by agreement of the Parties. The Purchasing State Agency, in its sole discretion, may release retainages withheld from any invoice upon acceptance of the Services identified or associated with such invoices.

16) ACCEPTANCE CRITERIA - RESEVERED

17) CONFIDENTIALITY - RESERVED

18) SECURITY OF STATE DATA

a) All materials, including software, Data, information and documentation provided by the State to the Vendor (State Data) 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 State Data in its hands from unauthorized disclosure, loss, damage, destruction by natural event, or other eventuality. Proprietary Vendor materials shall be identified to the State by the 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 not access State User accounts, or State Data, except (i) during data center operations; (ii) in response to service or technical issues; (iii) as required by the express terms of this contract; or (iv) at the State's written request. The Vendor shall protect the confidentiality of all information, Data, instruments, studies, reports, records and

other materials provided to it by the State or maintained or created in accordance with this Agreement. No such information, Data, instruments, studies, reports, records and other materials in the possession of Vendor shall be disclosed in any form without the prior written agreement with the State. The Vendor will have written policies governing access to and duplication and dissemination of all such information, Data, instruments, studies, reports, records and other materials.

- b) The Vendor shall not store or transfer non-public State data outside of the United States. This includes backup data and Disaster Recovery locations. The Service Provider will permit its personnel and contractors to access State of North Carolina data remotely only as required to provide technical support.
- c) 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 or highly restricted; provide reasonable care and efforts to detect fraudulent activity involving the data; and promptly notify the State of any breaches of security within twenty-four (24) hours of confirmation as required by N.C.G.S. § 143B-1379.
- d) The Vendor will provide and maintain secure backup of the State 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 this Agreement to secure such Data from Data Breach, protect the Data and the Services from loss, corruption, unauthorized disclosure, and the introduction of viruses, disabling devices, malware and other forms of malicious or inadvertent acts that can disrupt the State's access to its Data and the Services. The Vendor will allow periodic back-up of State Data by the State to the State's infrastructure as the State requires or as may be provided by law.
- e) The Vendor shall certify to the State:
 - i) The sufficiency of its security standards, tools, technologies and procedures in providing Services under this Agreement;
 - ii) That the system used to provide the Subscription Services under this Contract has and will maintain a valid third party security certification not to exceed one (1) year and is consistent with the data classification level and a security controls appropriate for low or moderate information system(s) per the National Institute of Standards and Technology NIST 800-53 revision 4. The State reserves the right to independently evaluate, audit, and verify such requirements.
 - iii) That the Services will comply with the following:
 - (1) Any DIT security policy regarding Cloud Computing, and the DIT Statewide Information Security Policy Manual; to include encryption requirements as defined below:
 - (a) The Vendor shall encrypt all non-public data in transit regardless of the transit mechanism.
 - (b) For engagements where the Vendor stores sensitive personally identifiable or otherwise confidential information, this data shall be encrypted at rest. Examples are social security number, date of birth, driver's license number, financial data, federal/state tax information, and hashed passwords. The Vendor's encryption shall be consistent with validated cryptography standards as specified in National Institute of Standards and Technology FIPS140-2, Security Requirements. The key location and other key management details will be discussed and negotiated by both parties. When the Service Provider cannot offer encryption at rest, it must maintain, for the duration of the contract, cyber security liability insurance coverage for any loss resulting from a data breach. Additionally, where encryption of data at rest is not possible, the Vendor must describe existing security measures that provide a similar level of protection;
 - (2) Privacy provisions of the Federal Privacy Act of 1974;
 - (3) 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);

- (4) The North Carolina Public Records Act, N.C.G.S. Chapter 132;
- (5) 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
- (6) Any requirements implemented by the State under N.C.G.S. §§ 143B-1376 and -1377.
- (7) Any requirements implemented by the State under N.C.G.S. §§ 20-309.2(d).
- Security Breach. "Security Breach" under the NC Identity Theft Protection Act (N.C.G.S. § 75-60ff) means (1) any circumstance pursuant to which applicable Law requires notification of such breach to be given to affected parties or other activity in response to such circumstance (e.g., N.C.G.S. § 75-65); or (2) any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance that compromises, or could reasonably be expected to compromise, either Physical Security or Systems Security (as such terms are defined below) in a fashion that either does or could reasonably be expected to permit unauthorized Processing (as defined below), use, disclosure or acquisition of or access to any the State Data or state confidential information. "Physical Security" means physical security at any site or other location housing systems maintained by Vendor or its agents or subcontractors in connection with the Services. "Systems Security" means security of computer, electronic or telecommunications systems of any variety (including data bases, hardware, software, storage, switching and interconnection devices and mechanisms), and networks of which such systems are a part or communicate with, used directly or indirectly by Vendor or its agents or subcontractors in connection with the Services. "Processing" means any operation or set of operations performed upon the State Data or State confidential information, whether by automatic means, such as creating, collecting, procuring, obtaining, accessing, recording, organizing, storing, adapting, altering, retrieving, consulting, using, disclosing or destroying.
- g) Breach Notification. In the event the Vendor becomes aware of any Security Breach due to Vendor acts or omissions other than in accordance with the terms of the Agreement, the Vendor shall, at its own expense, (1) immediately notify the State's Agreement Administrator of such Security Breach and perform a root cause analysis thereon; (2) investigate such Security Breach; (3) provide a remediation plan, acceptable to the State, to address the Security Breach and prevent any further incidents; (4) conduct a forensic investigation to determine what systems, data and information have been affected by such event; and (5) cooperate with the State, and any law enforcement or regulatory officials, credit reporting companies, and credit card associations investigating such Security Breach. The State shall make the final decision on notifying the State's persons, entities, employees, service providers and/or the public of such Security Breach, and the implementation of the remediation plan. If a notification to a customer is required under any Law or pursuant to any of the State's privacy or security policies, then notifications to all persons and entities who are affected by the same event (as reasonably determined by the State) shall be considered legally required.
- h) Notification Related Costs. The Vendor shall reimburse the State for all Notification Related Costs incurred by the State arising out of or in connection with any such Security Breach due to Vendor acts or omissions other than in accordance with the terms of the Agreement resulting in a requirement for legally required notifications. "Notification Related Costs" shall include the State's internal and external costs associated with addressing and responding to the Security Breach including, but not limited to, (1) preparation and mailing or other transmission of legally required notifications; (2) preparation and mailing or other transmission of such other communications to customers, agents or others as the State deems reasonably appropriate; (3) establishment of a call center or other communications procedures in response to such Security Breach (e.g., customer service FAQs, talking points and training); (4) public relations and other similar crisis management services; (5) legal and accounting fees and expenses associated with the State's investigation of and response to such event; and (6) costs for credit reporting services that are associated with legally required notifications or are advisable, in the State's opinion, under the circumstances. If the Vendor becomes aware of any Security Breach which is not due to Vendor acts or omissions other than in accordance with the terms of the Agreement, the Vendor shall immediately notify the State of such Security Breach, and the parties shall reasonably cooperate regarding which of

- the foregoing or other activities may be appropriate under the circumstances, including any applicable Charges for the same.
- i) The Vendor shall allow the State reasonable access to Services security logs, latency statistics, and other related Services security data that affect this Agreement and the State's Data, at no cost to the State.
- j) In the course of normal operations, it may become necessary for the Vendor to copy or move Data to another storage destination on its online system, and delete the Data found in the original location. In any such event, the Vendor shall preserve and maintain the content and integrity of the Data, except by prior written notice to, and prior written approval by, the State.
- k) Remote access to Data from outside the continental United States including, without limitation, remote access to Data by authorized Services support staff in identified support centers, is prohibited unless approved in advance by the State Chief Information Officer or the Using Agency.
- In the event of temporary loss of access to Services, the Vendor shall promptly restore continuity of Services, restore Data in accordance with this Agreement and as may be set forth in an SLA, restore accessibility of Data and the Services to meet the performance requirements stated herein or in an SLA. As a result, Service Level remedies will become available to the State as provided herein, in the SLA or other agreed and relevant documents. Failure to promptly remedy any such temporary loss of access may result in the State exercising its options for assessing damages under this Agreement.
- m) In the event of disaster or catastrophic failure that results in significant State Data loss or extended loss of access to Data or Services, the Vendor shall notify the State by the fastest means available and in writing, with additional notification provided to the State Chief Information Officer or designee of the contracting agency. Vendor shall provide such notification within twenty-four (24) hours after Vendor reasonably believes there has been such a disaster or catastrophic failure. In the notification, Vendor shall inform the State of:
 - (1) The scale and quantity of the State Data loss;
 - (2) What Vendor has done or will do to recover the State Data from backups and mitigate any deleterious effect of the State Data and Services loss; and
 - (3) What corrective action Vendor has taken or will take to prevent future State Data and Services loss.
 - (4) If Vendor fails to respond immediately and remedy the failure, the State may exercise its options for assessing damages or other remedies under this Agreement.

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.

- n) In the event of termination of this contract, cessation of business by the Vendor or other event preventing the Vendor from continuing to provide the Services, the Vendor shall not withhold the State Data or any other State confidential information or refuse, for any reason, to promptly return to the State the State Data and any other State confidential information (including copies thereof) if requested to do so on such media as reasonably requested by the State, even if the State is then or is alleged to be in breach of the Agreement. As a part of the Vendor's obligation to provide the State Data pursuant to this Paragraph 18) n), the Vendor will also provide the State 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 State Data.
- o) Secure Data Disposal. When requested by the State, the Vendor shall destroy all requested data in all of its forms (e.g., disk, CD/DVD, backup tape, and paper). Data shall be permanently deleted and shall not be recoverable, in accordance with National Institute of Standards and Technology (NIST) approved methods, and certificates of destruction shall be provided to the State.

Section 3: Terms and Conditions Applicable to Personnel and Personal Services

 VENDOR'S REPRESENTATION: Vendor warrants that qualified personnel will provide Services 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 information technology industry. Vendor agrees that it will not enter any agreement with a third party that might abridge any rights of the State under the Agreement. Vendor will serve as the prime Vendor under the Agreement. Should the State approve any subcontractor(s), the Vendor shall be legally responsible for the performance and payment of the subcontractor(s). 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. Such third party subcontractors, if approved, may serve as subcontractors to Vendor. Vendor will retain executive representation for functional and technical expertise as needed in order to incorporate any work by third party subcontractor(s).

- a) Intellectual Property. Vendor represents that it has the right to provide the Services and other Deliverables without violating or infringing any law, rule, regulation, copyright, patent, trade secret or other proprietary right of any third party. Vendor also represents that its Services and other Deliverables are not the subject of any actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party.
- b) Inherent Services. If any Services or other Deliverables, functions, or responsibilities not specifically described in the Agreement are required for Vendor's proper performance, provision and delivery of the Services and other Deliverables pursuant to the Agreement, or are an inherent part of or necessary sub-task included within the Services, 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.
- c) Vendor warrants 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 the Agreement; and that entering into the Agreement is not prohibited by any Contract, or order by any court of competent jurisdiction.
- 2) <u>SERVICES PROVIDED BY VENDOR</u>: Vendor shall provide the State with implementation Services as specified in a Statement of Work ("SOW") executed by the parties. This Agreement in combination with each SOW individually comprises a separate and independent contractual obligation from any other SOW. A breach by Vendor under one SOW will not be considered a breach under any other SOW. The Services intended hereunder are related to the State's implementation and/or use of one or more Software Deliverables licensed hereunder or in a separate software license agreement between the parties ("License Agreement").
- 3) PERSONNEL: Vendor shall not substitute key personnel assigned to the performance of the Agreement without prior written approval by the Agency Contract Administrator. The individuals designated as key personnel for purposes of the Agreement are those specified in the Vendor's offer. Any desired substitution shall be noticed to the Agency's Contract Administrator in writing accompanied by the names and references of Vendor's recommended substitute personnel. The Agency will approve or disapprove the requested substitution in a timely manner. The Agency may, in its sole discretion, terminate the Services of any person providing Services under the Agreement. Upon such termination, the Agency may request acceptable substitute personnel or terminate the Contract Services provided by such personnel.
 - a) Unless otherwise expressly provided in the Contract, 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 other Deliverables.
 - b) Vendor personnel shall perform their duties on the premises of the State, during the State's regular work days and normal work hours, except as may be specifically agreed otherwise, established in the specification, or statement of work.
 - c) The Agreement shall not prevent Vendor or any of its personnel supplied under the Agreement from performing similar Services elsewhere or restrict Vendor from using the personnel provided to the State, provided that:

- i) Such use does not conflict with the terms, specifications or any amendments to the Agreement, or
- ii) Such use does not conflict with any procurement law, regulation or policy, or
- iii) Such use does not conflict with any non-disclosure agreement, or term thereof, by and between the State and Vendor or Vendor's personnel.
- d) Unless otherwise provided by the Agency, the Vendor shall furnish all necessary personnel, Services, and otherwise perform all acts, duties and responsibilities necessary or incidental to the accomplishment of the tasks specified in the Agreement. The Vendor shall be legally and financially responsible for its personnel including, but not limited to, any deductions for social security and other withholding taxes required by state or federal law. The Vendor shall be solely responsible for acquiring any equipment, furniture, and office space not furnished by the State necessary for the Vendor to comply with the Agreement. The Vendor personnel shall comply with any applicable State facilities or other security rules and regulations.
- 4) <u>PERSONAL SERVICES</u>: The State shall have and retain the right to obtain personal Services of any individuals providing Services under the Agreement. This right may be exercised at the State's discretion in the event of any transfer of the person providing personal Services, termination, default, merger, acquisition, bankruptcy or receivership of the Vendor to ensure continuity of Services provided under the Agreement. Provided, however, that the Agency shall not retain or solicit any Vendor employee for purposes other than completion of personal Services due as all or part of any performance due under the Agreement.
 - a) Vendor personnel shall perform any duties on the premises of the State during the State's regular work days and normal work hours, except as may be specifically agreed otherwise, established in the specification, or statement of work.
 - b) The State has and reserves the right to disapprove the continuing assignment of Vendor personnel provided by Vendor under the Agreement. If this right is exercised and the Vendor is not able to replace the disapproved personnel as required by the State, the parties agree to employ best commercial efforts to informally resolve such failure equitably by adjustment of other duties, set-off, or modification to other terms that may be affected by Vendor's failure.
 - c) Vendor will make every reasonable effort consistent with prevailing business practices to honor the specific requests of the State regarding assignment of Vendor's employees. Vendor reserves the sole right to determine the assignment of its employees. If one of Vendor's employees is unable to perform due to illness, resignation, or other factors beyond Vendor's control, Vendor will provide suitable personnel at no additional cost to the State.
 - d) The Agreement shall not prevent Vendor or any of its personnel supplied under the Agreement from performing similar Services elsewhere or restrict Vendor from using the personnel provided to the State, provided that:
 - i) Such use does not conflict with the terms, specifications or any amendments to the Agreement, or
 - ii) Such use does not conflict with any procurement law, regulation or policy, or
 - iii) Such use does not conflict with any non-disclosure agreement, or term thereof, by and between the State and Vendor or Vendor's personnel

ATTACHMENT C: DESCRIPTION OF OFFEROR

Provide the information about the offeror.

Offeror's full name:	Benevate, LLC
Offeror's address:	3423 Piedmont Rd. NE Atlanta, GA 30305
Offeror's telephone number:	855-625-9738
Ownership	 □ Public □ Partnership □ Subsidiary ☒ Other (specify) Limited Liability Company
Date established:	12/4/2015
If incorporated, State of incorporation.	Delaware
North Carolina Secretary of State Registration Number, if currently registered	2965391
Number of full-time employees on January 1 st for the last three years or for the duration that the Vendor has been in business, whichever is less.	2023: 76 2024: 83 2025: 87
Offeror's Contact for Clarification of offer: Contact's name: Title: Email address and Telephone Number:	Ali Garrison Vice President of Partnerships ali.garrison@neighborlysoftware.com 601-573-3325
Offeror's Contact for Negotiation of offer: Contact's name: Title: Email address and Telephone Number:	Jason Rusnak President jason.rusnak@neighborlysoftware.com 703-864-7231
If Contract is Awarded, Offeror's Contact for Contractual Issues: Contact's name: Title: Email address and Telephone Number:	Sarah Bohentin General Counsel sarah.bohentin@neighborlysoftware.com
If Contract is Awarded, Offeror's Contact for Technical Issues: Contact's name: Title: Email address and Telephone Number:	Jigesh Parikh Chief Technology Officer jigesh.parikh@neighborlysoftware.com

ATTACHMENT D: COST FORM

Download and complete the Excel Spreadsheet located in the Sourcing Tool and submit the Excel file in Ariba.

Below is the Price Table that appears in Excel.

This tables serves as a summary of the costs, per Section 4.1 – Offer Costs.

Travel expenses must be included where appropriate in accordance with paragraph 12) Travel Expenses in Section 2 of Attachment B.

ITEM	DESCRIPTION	YEAR 1 COST	YEAR 2 COST	YEAR 3 COST
1	Software Licenses:	\$450,000	\$450,000	\$450,000
2	Hosting Service	\$24,000	\$24,000	\$24,000
3	Implementation/Configuration	\$257,889		
4	Transition In	-		
5	Training	\$28,050	F	-
6	Maintenance and Support	\$89,500	\$89,500	\$89,500
7	Transition Out	=	-	\$10,000
8	Other Costs: must be itemized in detail	:=.	=	==
	TOTAL	\$849,439	\$563,500	\$573,500

TOTAL THREE-YEAR COST \$ \$1,986,439

OPTIONAL COSTS - may or may not be purchased by the State

ITEM	DESCRIPTION	YEAR 1 COST	YEAR 2 COST	YEAR 3 COST
9	Application Enhancements	\$24,000	\$24,000	\$24,000

OPTIONAL RENEWALS – may or may not be purchased by the State. Must be completed as part of the offer.

ITEM	DESCRIPTION	YEAR 4 COST	YEAR 5 COST	YEAR 6 COST
10	Software License Fee	\$75,000	\$75,000	\$75,000
11	Hosting Service	\$24,000	\$24,000	\$24,000
12	Training		=	-
13	Maintenance and Support	\$33,300	\$33,300	\$33,300
	Other Costs: must be itemized in detail	E	-	\$90,000
	TOTAL	\$132,300	\$132,300	\$222,300

TOTAL 6 YEAR COST: Total optional renewals: \$486,900 Total 6 year cost: \$2,473,339

ATTACHMENT E: VENDOR CERTIFICATION FORM

1) ELIGIBLE VENDOR

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

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

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

2) CONFLICT OF INTEREST

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

3) E-VERIFY

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

4) CERTIFICATE TO TRANSACT BUSINESS IN NORTH CAROLINA

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

Signature:		Date:	5/21/25
Printed Name:	Jason Rusnak	Title:_	President

ATTACHMENT F: LOCATION OF WORKERS UTILIZED BY VENDOR

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

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

Will Vendor perform any work outside of the United States?



If yes, Vendor MUST list what countries the employees are working and in what capacity are they accessing State Data. Specifically, the State must know if the employees are: Developer, Architect, Help Desk support, and/or Technical Support, etc.

ATTACHMENT G: FINANCIAL REVIEW FORM

Vendor shall review the below Financial Review Form, provide responses in the gray-shaded boxes, and submit the below completed Form with its offer.

1.	Vendor Name: Benevate, LLC				
2.	Company structure for tax purposes	s (C Corp, S Corp, LLC, LLP, etc.):	LLC		
3.	Have you been in business for more	e than three years?		✓ Yes	☐ No
4.	Have you filed for bankruptcy in the	past three years?		☐ Yes	☑ No
5.	In the past three years, has your au addressing significant issues? If yes of the notification letters.	ditor issued any notification letters s, please explain and provide a copy		☐ Yes	₩ No
6.	Are the financial figures below base	d on audited financial statements?		☐ Yes	☑ No
7.	Start Date of financial statements:	January 1, 2022			
8.	fiscal years or, for a privately held of written statement from the company	December 31, 2024 all statements and management discuss ompany, if certified financial statement y's certified public accountant stating the ars and any pending actions that may a	s are not p e financia	orepared, pro I condition, d	ovide a lebt-to-
9.	Provide the following information for	r the past three complete fiscal years:			

Page 64 of 69
Division of Community Revitalization Grant Management System

Ariba Sourcing contains the below Excel file for Vendor download and completion. Vendor shall not add or delete rows or columns, or change the order of the rows or column in the file.



ATTACHMENT H: EXPERIENCE AND REFERENCE FORM

Vendor shall provide up to three (3) references and the description of implemented Grant Management Software Solutions comparable to that proposed in this RFP. For each of the references provided, a contact person from the client organization involved should be listed, along with that person's telephone number and e-mail address.

Reference #1 of Grant Management Software System			
Client Name:			
Sarasota County, FL			
Client Point of Contact:			
Steve Hyatt			
Point of Contact Information:	Email: shyatt@scgov.net		
Division Manager Program Management Division	Phone Number: (941) 315-5187		
Project Name:	Contract Value: \$1,973,875 (5 year period)		
Resilient SRQ	φ1,973,073 (3 year period)		

Brief Description of Project:

In response to the devastation caused by Hurricane Ian in 2022, Sarasota County urgently required a modern, compliant, & responsive grant management platform to distribute \$201.5 million in CDBG-DR funds across five key recovery programs. The County had previously adopted a system that failed to meet technical & programmatic requirements. Neighborly Software was selected to replace the underperforming solution & rapidly deploy a compliant, scalable, & user-centric system of record. Similar to DCR's needs, Sarasota needed an end-to-end technology solution to track and manage multiple programs simultaneously, while still maintaining separation between the programs for management, compliance, and reporting.

Results & Alignment to DCR's Criteria:

- Rapid deployment of a CDBG-DR system within 3 weeks; Migrated over 800 applications from a legacy system
 without disruption; Trained 40+ program administrators and third-party contractors; Supported management of 5
 CDBG-DR programs: Housing Recovery, Infrastructure, Economic Development, Multifamily Housing, & Voluntary
 Buyouts.
- To Date \$70 million allocated to 13 infrastructure projects.
- To Date \$40 million in affordable housing development approved across 8 projects.
- Technical Merits: Secure access, audit trails, fraud monitoring, & no-code configuration.
- Functional Capabilities: End-to-end grant management, embedded compliance checks, & automated workflows.
- Usability & Accessibility: ADA-compliant, intuitive portals with real-time updates.
- Communication & Documentation: Centralized messaging, public portals, and document management.
- Analytics & Visualization: Live dashboards and exportable reports for real-time oversight.

As space is limited in Attachment H, please see our case study within _____ for additional details.

Reference #2 of Grant Management Software System				
Client Name:	Client Name:			
State of Oregon - Oregon Housing & Commun	nity Services			
Client Point of Contact:				
Melanie Taylor				
Point of Contact Information:	Email: melanie.taylor@hcs.oregon.gov			
Senior Project Manager OHCS	Phone Number: (503) 508-5739			
Project Name:	Contract Value: \$1,183,100 (2 year- period)			
ReOregon				
	I			

Brief Description of Project:

In response to catastrophic wildfires across eight Oregon counties, OHCS launched ReOregon, a statewide disaster recovery initiative. With \$422 million in CDBG-DR funding & a first-time federal recipient status, OHCS required a highly secure, configurable, & compliant system of record capable of supporting multiple complex programs while ensuring public transparency & regulatory adherence. OHCS selected Neighborly Software through a competitive RFP to implement the system of record, separating software from services to enable optimal vendor alignment & accountability. Similar to DCR, OHCS engaged a separate service consultant for program implementation. Neighborly Software worked closely with both OHCS & their selected program implementer.

Results & Alignment to DCR's Criteria:

- Processed 800+ applications within 12 months; Facilitated complex coordination between 140+ OHCS, Implementer, subrecipients, & contractors using shared, role-based access; Supported management of 4 complex CDBG-DR programs: Planning, Infrastructure, & Economic Revitalization; Homeowner Assistance Reconstruction Program; Affordable Housing Development; & Housing Stability Services.
- Technical Merits: Secure/role-based access; full audit trails; fraud detection; automated DOB checks; & exportable HUD reports.
- Functional Capabilities: Full lifecycle grant management, configurable workflows, subrecipient coordination.
- Usability & Accessibility: Unified, intuitive system with 140+ staff trained; public dashboards enhance transparency.
- Communication & Documentation: Automated tasks, centralized document storage, & compliant record retention
- Analytics & Visualization: Real-time dashboards & exportable data support oversight & public trust.

Reference #3 of Grant Management Soft	Reference #3 of Grant Management Software System		
Client Name:			
State of California - Department of Housing & 0	Community Development (HCD)		
Client Point of Contact:			
Adi Lingam			
Point of Contact Information:	Email: adi.lingam@hcd.ca.gov		
CIO CA HCD	Phone Number: (916) 820-1830		
Project Name:	Contract Value: \$739,950		
ReCover CA			

Brief Description of Project:

The State of California selected Neighborly Software as the system of record to manage \$240 million in CDBG-DR housing reconstruction & mitigation program following the wildfires of 2018 and 2020. Designed to serve survivors across multiple counties, the system enables HCD to administer funding efficiently & transparently, with rigorous compliance oversight & configurable disaster-specific workflows. Neighborly Software has also supported the State in major housing, grant management, & emergency response initiatives, including California's \$4+ billion COVID-19 Emergency Rent Assistance Program (ERAP) —underscoring the platform's scalability, versatility, & ability to operate within high-pressure environments with diverse stakeholder needs.

Results & Alignment to DCR's Criteria:

- Proven performance supporting large-scale, high-stakes initiatives, trusted by dozens of California agencies, cities, & counties across a range of HUD programs. Launched multi-billion-dollar program within 21 days of contract - serving 362k applicants & disbursing \$4.8 billion ahead of federal deadlines.
- Technical Merits: Secure permissions, audit logs, & integration-ready architecture with scalable, disaster-specific workflows.
- Functional Capabilities: End-to-end grant management with embedded compliance tools, real-time dashboards, & audit support.
- Usability & Accessibility: Intuitive, user-friendly portals & demographic tracking; broad training for diverse user groups.
- Communication & Documentation: Built-in messaging, centralized documents, & public-facing dashboards for transparency.
- Analytics & Visualization: Visual dashboards & exportable datasets drive informed, equitable decision-making.

ATTACHMENT I: HISTORICALLY UNDERUTILIZED BUSINESSES

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 as HUBs are disabled business enterprises and non-profit work centers for the blind and severely disabled."

Pursuant to N.C.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 subcontractors to perform the required functions in this RFP. Contact the North Carolina Office of historically Underutilized Businesses at 919-807-2330 with questions concerning NC HUB certification. http://ncadmin.nc.gov/businesses/hub

Re	espond to the questions below.				
1.	Is Vendor a Historically Underutilized Business? Yes No				
2.	Is Vendor Certified with North Carolina as a Historically Underutilized Business? Yes No				
	If so_state HUB classification:				

BID ADDENDUM

May 20, 2025

FAILURE TO RETURN THIS ADDENDUM MAY SUBJECT YOUR BID TO REJECTION

Solicitation Number	Doc155340737
Solicitation Description	Grant Management System
Addendum Number	1

RESPONSE TO QUESTIONS:

State's Responses to Questions Received by the due date and time of May 12, 2025, by 10:00 am ET. The Question appears exactly as submitted by the Vendor.

	CITATION	VENDOR QUESTION	DCR RESPONSE
1	2.1 Introduction, Page 4	DCR recently issued RFP No. 1498190011 for the housing program implementation and system of record. Are there any other programs for the total \$1.4 billion CDBG-DR program that will use a separate system of record, or will all remaining programs be administered within the system of record requested in this procurement?	All remaining CDBG-DR programs will be administered within the system of record requested in this procurement.
2	2.1 Introduction, Page 4	Can DCR provide additional details on the programs that will be administered through the system of record within this procurement (e.g., number of programs, type of programs, funding per program, expected	There are four programs that will be administered through the system of record within this procurement. They are outlined in the State of NC's Action Plan that was approved by HUD on April 25, 2025, and can be found online at State of North Carolina

		volume within each program,	Action Plan DCR. The single-
		etc.).	family housing program will be
			administered by HORNE using the
			CANOPY ^{™ 1} system.
			The programs are grant-based
			programs: (1) Multi-family
			construction program - \$191
			million in competitive grant
			funding to support
			reconstruction, rehabilitation or
			construction of affordable rental
			housing, (2) Workforce housing
			for ownership - \$53 million in
			competitive grant funding for the
			development and construction of
			units for purchase by low to
			moderate income households, (3)
			Commercial district revitalization -
			\$111 million in competitive grant
			funding to support revitalization
			activities (e.g., rehabilitation of
			commercial structures, small
			business locations) in impacted
			commercial areas, (4) Community
			infrastructure program - \$194
			million in competitive grant
			funding for infrastructure projects
			that will help Helene impacted
			communities become more
			resilient to natural hazards. The
			expected volume of grants varies
			by program and applicant types
			but cumulatively will likely be in
			low thousands.
			iow tilousalius.
3	2.1 Introduction,	DCR states that the system must	Oracle ERP Cloud Service provides
	Page 4	integrate with the North Carolina	below methods for outbound
		Financial System (NCFS). What	interfaces:
		platform does North Carolina use	
		-	– BI Report Approach

 $^{^1}$ CANOPYTM is a proprietary solution developed by HORNE Federal to respond to federal and state programs to track and monitor funding streams.

		as the NCFS? Can DCR provide any additional details on the NCFS system (e.g., API capabilities, underlying platform, etc.)?	 Web Services Approach Hybrid—Web Services along with BI Report Approach Oracle Cloud Service provides multiple options to retrieve data from the underlying SaaS database and share it with the external system. The following are the different data sets that can be used in Cloud-based outbound interfaces for various use cases: Outbound Cloud data, which requires data manipulation based on third-party systems Outbound Cloud data, which requires complex data validation and transformation prior to sending the data to target SFTP Server Outbound Cloud data, which would be directly sent to third-party system with no transformation or with very little transformation.
4	3.5.7 (INT-1) System Interface, Page 10	The RFP states the system must interface with the Awarded Implementation Vendor's Software. Has DCR selected an Implementation Vendor? If so, can DCR provide additional details on the system of record selected? If not, can DCR provide a timeline on when the Implementation Vendor will be awarded?	The Implementation Vendor contract was awarded to HORNE LLP on May 9, 2025. The HORNE system of record is based upon CANOPY TM .
5	3.5.7 - 3 Technical Specifications TC-8, Page 11	If the Bidder currently carries \$5-7 million in cyber liability insurance, would that level be acceptable to DCR? If not, could the bidder submit proof of the current insurance amount with a commitment to increase to \$10	Proof of current level of insurance with a commitment to increase to \$10 million upon award will be sufficient.

		million should the bidder be awarded?	
6	3.5.7 - 8 Reporting, Page 14	Does DCR expect the selected vendor to build and manage all dashboarding and reporting? Or will DCR have a reporting team that will leverage the data collected through the system of record to complete the reporting in-house?	Yes. DCR expects the selected vendor to build essential dashboards and reports initially. DCR staff would leverage the data collected through the system of records to manage, customize and support dashboards and reports inhouse.
7	6.1.19 General Instructions for Offer, Page 25	DCR has provided Attachment D: Cost for the Bidder. Will DCR allow the Bidder to provide additional narrative to support the budget? If so, can this be provided within a separate attachment or within the body of the proposal response?	Vendor must complete Attachment D: Cost Form (Excel file) as provided in eProcurement Sourcing. Excel file, Row 14 and Row 33 "Other Costs: Must be itemized in detail", Vendor may add a worksheet to the Excel file located in Sourcing or provide additional details in the narrative.
8	Attachment D: Cost Form, Page 60	DCR requests for travel expenses to be included. Is there a particular line item within Attachment D in which DCR wants travel expenses included?	Travel cost need not be itemized, but rather any anticipated travel expense should be included in the cost estimate (see attachment B section 1 #5).
9	Attachment D: Cost Form, Page 60	DCR requests for travel expenses to be included. What is DCR's expectation of the team to be on-site?	DCR does not expect the team to be on-site very often as long as they are available.
10	2.3 Summary of Problem Statement, Page 5	Regarding DCR's current reliance on disconnected systems - What systems are currently used?	DCR's current disconnected systems are NCFS and the implementation vendor system of record (HORNE's version of CANOPY™). As a newly created division, DCR does not currently

			have a grants management system.
11	3.2 Security Specifications for Applicant-Facing Technology Solutions, Page 7	We require an NDA to share our SOC 2 type II report. Will the State sign our NDA prior to the due date so we can include our SOC 2 Type II report as part of our proposal as is required?	No. You may mark as confidential as instructed in the RFP.
12	3.3.1 Architecture Diagrams, Page 7	We require an NDA to share our architectural diagrams. Will the State sign our NDA prior to the due date so we can include our architectural diagrams as part of our proposal as is required?	No. You may mark as confidential as instructed in the RFP.
13	7.2 Financial Statements, Page 27	Financial statement confidentiality - can you confirm that the only version of this document that would be shared as part of a public records request will be the redacted version?	Yes.
14	3.5.7 – 10 Data Management, Page 14	Regarding the requirement, "Migrate data at least daily from your Solution to DCR's Systems of Record to provide current and historical transactions.", Which Systems of record will we need to migrate from? Just NCFS? a. Can you please estimate roughly how many grant records would need to be migrated from the previous systems? Organizations? People? Reports? Documents?	The system of record in this procurement will be required to interface daily with NCFS and with CANOPY ™ (the HORNE implementation vendor solution). Currently DCR does not anticipate migrating grant records from a previous system. At this time, DCR is only handling CDBG-DR for Helene. In the event that DCR has to take on any remaining work from NCORR, there may be a few hundred records to be migrated from Salesforce. A general description of data migration capabilities will be sufficient in response to 3.3.6 Data Migration.

15	3.5.7	NCFS and other required	Oracle ERP Cloud Service provides
15	3.5.7 No additional information, including page number provided by Vendor	 NCFS and other required integrations a. Can you share technical documentation that can help us scope the cost of building this integration? b. What formats does NCFS and other systems support (e.g., REST APIs, SFTP, XML)? c. What data needs to be sent between the two systems? E.g., vendors? invoices? Invoices back? d. Should interfaces be bidirectional or one-way? Please confirm for each system where integration is required. e. Are there any existing validation rules for financial workflows (e.g., thresholds, batch controls, or preapprovals)? 	Oracle ERP Cloud Service provides below methods for outbound interfaces: - BI Report Approach - Web Services Approach - Hybrid—Web Services along with BI Report Approach Oracle Cloud Service provides multiple options to retrieve data from the underlying SaaS database and share it with the external system. The following are the different data sets that can be used in Cloud-based outbound interfaces for various use cases: - Outbound Cloud data, which requires data manipulation based on third-party systems - Outbound Cloud data, which requires complex data validation and transformation prior to sending the data to target SFTP Server - Outbound Cloud data, which would be directly sent to third-party system with no transformation or with very little transformation
16	3.5.7 No additional information, including page number provided by Vendor	Please give examples of "Commonly used Enterprise Database Software".	On-promise or cloud-based Oracle and Microsoft SQL server.
17	3.5.6	Custom KPIs - please provide examples of KPIs NC DCR would like to track. Are these KPIs at the program-level, grant level, or both? What are the expectations for reporting capabilities on these KPIs?	It is possible DCR will want to establish KPIs both at the program and grant level. Types of KPIs DCR might consider include those that reflect measurable, quantifiable progress towards established goals. Some KPIs will be determined based on DRGR reporting requirements (for example: # of Housing Units, # of Single family Units, # of Households,

Owner Households, # Renter Households, # of Businesses, # of Permanent Jobs Created, # of Permanent Jobs Retained, # of Public Facilities, # of Linear feet of Public Improvement, demographic information, project completion dates, etc.). Beyond DRGR requirements, KPIs of interest may include those similar to the following hypothetical examples: percent of geographic area included in outreach, count of counties supported through funding type, percent of stated milestones completed, etc.

Expectations for reporting capabilities would include the functionality to allow DCR to 1. Collaborate with recipients to establish/enter KPIs, 2. create automated reminders to inform recipients when KPI reporting/data is due, 3. check and approve provided KPI data (with potentially 1 or more reviewers needing to approve) 4. (potentially) provide narrative feedback on KPI data submissions 5. run reports on status of KPI establishment, KPI data submission, KPI progress status, overdue KPI data, etc. Desired functionalities for recipient include to 1. Establish relevant KPIs, 2. receive automated reminders of when KPI data is due, 3. submit KPI data, 4. receive confirmation when KPI data is submitted/reviewed and approved or rejected (potentially with notes providing clarification on why KPI data was rejected) 5. view previously submitted KPI data/run reports demonstrating KPI progress with all previously reported KPI data.

18	3.5.7 Page 16	What level of involvement and interaction is expected from the Technology Manager with State stakeholders? Does the State prefer an embedded resource or a point-of-contact model?	Medium involvement and interaction are expected from the Technology Manager with State stakeholders. Schedule routine Monthly communication/online meeting would be very helpful. Embedded resource model would be preferred.
19	3.5.7 Page 10	How frequently does the State anticipate needing system modifications postimplementation?	Semi-annually or annually. Semi- annually in early stage of program. Annually in later years of program.
20	3.5.7 Page 10	Does the State expect the vendor to proactively suggest platform enhancements over time?	Yes.
21	5.2 Page 19	System Retention and Archiving - Are there specific archiving, purging, or data retention standards beyond the 5-year post-closeout requirement?	The data may be purged after the 5-year post-closeout requirement. DCR may ask vendor to retain data longer than 5 years in some situations. Vendor should use acceptable best industry practice to purge data.
22	7.14 number 13 Page 24	Are only project implementation-related documents and records subject to the 5-year post-final payment retention requirement or is any data stored in the grants management system also required to be retained for that period after the contract is concluded?	All data is required to be retained for the period after the contract is concluded.
23	5.2 Page 19	Is there a need for offline or external backup exports of grant-related documentation?	As part of operational needs, no. Your disaster recovery/continuity of operations plans should account for how you will backup and recover the system and its data, should there be a need to do so.

24	3.5.6 Page 10	How robust does the undo functionality need to be (e.g., soft deletes, version histories, rollback by user or admin)?	Soft deletes would meet DCR's business needs. Simple rollback can be implemented by user.
25	3.5.7 Page 11	What kinds of form edits or access changes does the State anticipate needing frequently?	The State expects needing to edit forms once or twice per month. The State expects needing to modify access more frequently based on grantee staffing changes.
26	3.5.7 Page 11	How often will the vendor or DCR staff need to create new programs, forms, or workflows?	There are only five planned programs, and we do not anticipate needing to add more. DCR staff may need to create new forms or workflows throughout the life cycle of the grant. While it's difficult to predict the frequency, we anticipate forms and workflows could change on a monthly basis.
27	3.5.7 Page 13	Are there anticipated exceptions to role-based permissions requiring custom logic (e.g., temporary elevation or context-based access)?	No.
28	3.5.7 Page 13	Does the State have the ability to restrict data access by tags for privacy and program separation? In other words, should some users not even be able to see grants and data being worked on by other users outside of their group, program, or division?	Yes, the State has the ability to restrict access. User access to programs will be defined by the State.
29	3.5.7 Page 14	What level of cross-program reporting does the State envision (e.g., grants by geography, source of funds, time period)?	Some cross-program reporting query types might include (but are not limited to): -geography -funding source -program -grant -allocation amount -amount obligated/expended -time period -contact person

			-demographic attributes -type of recipient (individual, locality, business, etc.) -Project status
30	3.5.7 Page 15	Does the State expect vendors to provide reusable automated test cases/scripts or just provide documentation?	Documentation is required. Automated test cases/scripts for load testing.
31	2.3 No page number provided by Vendor.	Can the team share any diagrams or organizational structures as it relates to the grant program?	These structures are still under development. See Question #2 for program information.
32	2.3 No page number provided by Vendor.	Has the team mapped all of the critical grant processes for each program?	No, these processes are still under development.
33	3.5.7 Page 13	Does the State prefer a hard-coded system that needs to be customized by vendors or consultants, or no no-code system that can be administered by State agency staff?	Prefer no-code system that can be administered by State Agency staff. But the system should provide back-end interface and flexibility to allow DCR staff to customize and modify things (such as adding fields, update labels, building customized reports, etc.)
34	3.5.7 No page number provided by Vendor.	What document management software does our GMS need to integrate with? If the GMS can store and manage documents will that meet the need as well?	The GMS should store and manage the documents. DCR does use DocuSign and SharePoint but would prefer the documents be preserved in the grants management system.
35	3.5.7 Page 10	Does the entire system need to be accessible to low/no-vision users internally, or only the grantee portal/external experience?	The entire system should be accessible.
36	3.5.7 Page 18	"Collaborate with the State to deliver the Deployment Plan during the Execute and Build stage of the project." - What State resources will be available to take part in this collaboration?	The entire staff of the Division of Community Revitalization as well as the Department of Commerce IT will be available to take part in this collaboration.

37	3.5.76 Page 16	Will the State require sandbox or staging environments after program closeout to review archived data?	No. There is no need to keep sandbox or staging environments after program closeout.
38	TC-8 Page 10	Insurance - As a vendor, we currently carry cyber liability insurance with limits of \$1M per occurrence and \$5M in aggregate. While we do not have a standalone commercial crime policy, we do maintain other relevant insurance coverage. Given this, would our current insurance be sufficient to meet your bid requirements? If not, would we be permitted to secure additional coverage upon vendor selection, or would these limitations disqualify us from participating in the bidding process?	Proof of current level of insurance at the time of bid, with a commitment to increase to the required amounts upon award, will be sufficient for participating in the bidding process.
39	3.5.7 Page 15	Training: How many different user groups need training (e.g., State program staff, auditors, grantees, finance)? Can you give examples of "vendors" that may need training, and why? Is live training preferred, or will asynchronous modules (videos, guided demos) suffice?	The groups likely require training are state program staff, auditors, and grantees. The only vendors that may need training would be those that work for the grantees (e.g., local governments and nonprofits) since some grantees may use vendors to help them manage their grants. A mix of live training and asynchronous modules is preferred.
40	3.5.7 No page number provided by Vendor.	Support: Technical support required for applicants and internal staff. Is Live phone support required?	Live phone support does not have to be first communication method. But the vendor should provide this option if other communication methods did not address/fix issues in a timely manner.
41	4 AVA 1 Page 11	Are response targets sufficient for the SLAs, or are they required to include resolution targets as well? If resolution targets are	Resolution targets are required and should be outlined for each severity level.

42	No Section or page number provided by Vendor.	required, can the resolution targets be explicit for just Critical issues? The RFP mentioned implementing a system as quickly as possible and provided a 4-month full implementation timeline. Is a phased approach or an incremental rollout of the most needed functionalities of the system for the first 4 months acceptable to NC Commerce? Or would NC Commerce consider extending the 4-month full implementation expectations to better accommodate the amount of configuration and integrations that will be required?	The State would be willing to work with the vendor on a phased approach but would require that the system would be operational within four months to begin taking applications for the programs that are described in the State's CDBG-DR Action Plan (see www.commercerecovery.nc.gov and Question #2).
43	3.2.1 Solutions not Hosted on State Infrastructure, Page 7	The system is compliant with most NIST specifications, and a mapping can be provided. Would this suffice? The system is also compliant with SOC 1, SOC 2 Type II, SOC 2 + HITRUST mapping and certified in ISO 27001.	A vendor must meet the state's security requirements. The state will review and approve the security architecture prior to contract award
44	3.5.7 1 System Interface, Page 10	Are any other integrations required other than specified?	No.
45	Excel UTF-8 Attachment D_Cost form	How many internal staff will access the system more than 40 hours per month, and how many will access the system less than 40 hours per month? How many external users e.g. applicants and reviewers will access the system per month? Would external users access the system year-round or only during specific times in the year? Please specify for each group of external users (e.g. applicants, reviewers).	The State anticipates that a total of 60 staff will access the system; approximately half will access the system more than 40 hours per month and half less than. For external users, they would access the system year-round, but access would likely peak during the application periods and monthly reporting periods. The State anticipates having approximately 1,500 grantees (who would be external users), and they could have 1-3

			concurrent users each (1,500 – 4,500).
46	No Reference Citation provided by Vendor.	What is the expected budget?	The State of NC does not have an expected budget for this system.
47	No Reference Citation provided by Vendor.	How many grant programs expect to be implemented?	See Question #2 above.
48	No Reference Citation provided by Vendor.	What are the data migration requirements, current associated data sources, and expected data size (gigabytes)?	This is a new system/program. There won't be much existing data/legacy data to migrate by the time the new system is implemented. If there are data, DCR would keep them in Excel format. The expected data size would be small (likely less than 1 gigabytes).
49	No Reference Citation provided by Vendor.	What type and number of Microsoft licenses are currently held by the Department of Commerce and any stakeholders related to this solicitation?	The vendor should outline any third-party software and costs needed for licensing of those products for Commerce employees and stakeholders.
50	No Reference Citation provided by Vendor.	What North Carolina technical and business experts will be available to assist with requirements gathering and use cases to help speed development to meet the narrow four-month implementation timeline?	These include Commerce IT staff and DCR business expert staff.
51	No Reference Citation provided by Vendor.	How many documents and reports are currently in use and are there any additional requirements to be developed? The number of documents, reports, options, and additional features may affect the fourmonth implementation time.	This is a new division and new program. There are no documents or reports currently in use. All of those requirements are currently under development. See Question #2 for an overview of the programs.
52	No Reference Citation provided by Vendor.	How is payment processing (submission, tracking, reconciliation, and reporting of payments, including alignment with program-specific requirements) currently managed?	Invoices are submitted to the Finance department after being reviewed and approved by the manager directly involved with the specific program/activity. This allows for the review for allowability based on CDBG-DR requirements, in addition to

			individual grant agreement, by those with direct involvement. The finance department staff will review the submission for proper approval and prepare documentation to ensure proper coding. Once prepared, the coding sheet is reviewed by the finance director before being sent to DOC accounts payable (AP) who key it in into NCFS for payment.
			As payments are sent to DOC AP, they are logged by DCR Finance for tracking. On a weekly basis, Finance will generate NCFS payment reports to ensure payments are processed timely and accurately.
			Payments will be formatted in a manner to assist with quarterly federal reporting requirements of the CDBG-DR program.
			Monthly reconciliations of data will be performed.
53	No Reference Citation provided by Vendor.	Can you please provide details on the number and type of work and workflows that are currently performed with manual operations that need to be converted to automated systems within the solution?	This is a new division, so there are not any existing workflows.
54	No Reference Citation provided by Vendor.	Do you currently have any established custom KPIs, and program-level analytics? If so, please describe.	No.
55	No Reference Citation provided by Vendor.	What type and number of external stakeholders, grantees, auditors, reviewers, or customers may need to access some or all	See response to Question #45.

56	No Reference Citation provided by Vendor.	of the system's information via the public or private web portal? The solicitation refers to a "disaster recovery expert vendor." Have there been any incidents that might need to be addressed in the security design of the proposed solution?	No, the term "disaster recovery" refers to the nature of the funding (CDBG-DR) and the programs (disaster recovery related grants) that will be administered using this grants management solution.
57	No Reference Citation provided by Vendor.	If any additional functionality needed to successfully implement the system (or desired by North Carolina staff, users, leadership, or stakeholders) is identified during the initial information-gathering phase, is North Carolina open to extending the four-month implementation period to ensure the program's success.	Yes.
58	Attachment D – Cost form: Application Enhancements	Can the State provide its anticipated volume or frequency of application enhancement requests per year?	Semi-annually or annually. Semi- annually in early stage of program. Annually in later stage of program.
59	3.5 – Business and Technical Specifications, Page 9	Will the State assign Subject Matter Experts (SMEs) to participate in configuration and requirements sessions?	Yes.
60	No Reference Citation provided by Vendor.	could you describe the number of internal state users? could you also describe their roles?	DCR is still in the process of hiring staff, but we anticipate having as many as 60 internal users. Their roles include grants management, financial management and compliance, policy, legal, and outreach.
61	No Reference Citation provided by Vendor.	could you describe the number of the external users? and could you describe their roles? (users that would access solution through portal)	See response to Question #45.
62	No Reference Citation provided by Vendor.	can the service provider negotiate the user license agreement and service level agreement?	Vendor should present its license or support agreements in its offer for review and evaluation. Terms

			offered for licensing and support of Vendors' proprietary assets will be considered. The State shall not be obligated under any condition to negotiate terms and conditions that do not comport with our General Statutes or the State's terms and conditions of this RFP. These Agreements may be negotiated but can not materially change the terms and conditions of the Agreement. See Section 7.4 of the RFP for additional information.
63	General	Are there any restrictions to the use of hyperlinks in the response?	Hyperlinks to information is not acceptable.
64	7.2 Financial Statements, Page 27	Would a D&B report be a suitable alternative to providing an audited financial report for privately held companies? If not, what alternatives are acceptable through subsection C?	No. The State is not accepting other evidence of financial stability pursuant to subsection 7.2(c) for this RFP. Privately held companies must submit one of the two alternatives identified in subsection 7.2(b), along with Attachment G.
65	Attachment D: Cost Form	The cost form explicitly says to not make any alterations to the existing formatting. It also requests vendors to itemize their costs, however, does not provide a spot to do so. Please provide guidance on how to itemize whether it's through an appended document to the cost form and/or an updated cost form.	See response to Question #7.
66	2.2 Purpose of the RFP, Page 5	Does NCDOC ² prefer to procure a net new solution or prefer to utilize an extension of a current system/footprint in place that can meet your needs?	DCR is a new division and does not have a current system in place.

² North Carolina Department of Commerce.

67	No Reference Citation provided by Vendor.	Would the State be willing to extend the due date of May 29th?	No, we are under a tight timeline to get disaster recovery programs rolled out to Western NC and we need to move quickly.
68	No Reference Citation provided by Vendor.	Have you had demonstrations and/or conversations with grants management vendors? If so, with whom?	No.
69	No Reference Citation provided by Vendor.	Can you please provide the State's number of unique subrecipient organizations?	See response to Question #45.
70	No Reference Citation provided by Vendor.	What is the anticipated number of internal users and external users?	See response to Question #45.
71	No Reference Citation provided by Vendor.	Can you please provide the State's average annual grant revenue?	The State of NC was allocated \$1.4 billion in CDBG-DR funds by the US Congress through the US Department of Housing and Urban Development (HUD). These funds have not yet been received by the State; however, they are expected to be spent within 6 years. The use of funds is outlined in the State's Action Plan which has been approved by HUD.
72	No Reference Citation provided by Vendor.	Please provide a list of systems currently housing ongoing/historical grant information and for each please provide the data schemas and approximate number of records to be extracted, transformed, and loaded into the system.	DCR is a new division and does not have historical grant information. NCORR, which is DCR's predecessor, does have grants information in Salesforce, but DCR does not anticipate integrating that data into this system.
73	No Reference Citation provided by Vendor.	Would the State be amenable to having all applications and current awards running by the end-of-the-year with post-award management functionality being implemented in January and February?	No. The State needs to make awards for the programs described in question 2 in the late summer and early fall of 2025. 2026 would be too late.

F	T	T	
74	Section 15 Project Management, Page 17-19 7.3 Page 28 7.10 Page 30	Given that our company supports clients through a team-based approach rather than assigning a single Project Manager, would the State be open to a model where a dedicated team provides project management, client success, and implementation support in lieu of a single Vendor Project Manager?	Yes.
75	Payment Terms - Attachment B, Section 10, Page 39	Our standard commercial terms require annual, upfront subscription payments. Would the State consider modifying the payment terms to allow for annual invoicing for subscription services, rather than monthly payments tied to milestones?	The development/ implementation payments need to be based on contracted predetermined deliverables/milestones.
76	Insurance Requirements - Attachment B, Section 16, Pages 40-41	We do not own company vehicles. Can the State confirm whether the automobile liability insurance requirement still applies in this case, or can this requirement be waived?	This requirement cannot be waived. The automobile liability insurance requirement also covers non-owned and hired vehicles.
77	Confidential Information - Attachment B, Section 18 Page 41-42	Our company considers pricing details (breakdown) to be confidential information, as it reflects proprietary strategy and customer-specific terms. Would the State consider allowing pricing details to be marked confidential in accordance with the definition of trade secrets under N.C.G.S. §66-152 (this request does not include a request to aggregate pricing to be considered confidential)?	No. Prices submitted in response to a solicitation may not be deemed confidential, pursuant to 09 NCAC 06B .1001. Any prices submitted would be considered public information.
78	3.5 Business and Technical Specifications, Page 9	Reference: Describe how you will maintain system access and functionality—including documents and reports—for at least five (5) years after program closeout. Question: Will a separate contract be issued for operations and maintenance support to	No. Under federal law, DCR is required to maintain records for audit purposes for 5 years after the end of the grant. We want the records to be maintained but are not requiring full functionality after the grant has closed.

79	2.1 Introduction Page 4	maintain system access and functionality for five years after program closeout? Can you please elaborate on the intent of this requirement. Please clarify whether the four (4) month implementation	We would anticipate user training would go beyond four-month
		period includes user training, UAT, and data migration, or if it ends at technical go live.	implementation period. There will be little to no data migration.
80	2.1 Introduction Page 4	Would DCR consider a phased implementation (e.g., core modules first) within the 4-month window?	The State would be willing to work with the vendor on a phased approach but would require that the system would be operational within four months to begin taking applications for the programs that are described in the State's CDBG-DR Action Plan (see www.commercerecovery.nc.gov and Question #2).
81	2.2 Purpose of the RFP and Agency Background Page 5	While SaaS is preferred, would a PaaS or hybrid solution be equally acceptable if it meets all technical and compliance requirements?	A Software as a Service (SaaS) model is preferred, though other approaches will be considered if they meet DCR's functional and technical requirements.
82	2.3 Summary of Problem Statement Page 5	Is there an incumbent vendor currently providing grant management support, and if so, what platform or firm is in use?	No. DCR is a new division and is purchasing a new system. As noted in earlier questions, DCR has selected HORNE as the single-family housing implementation vendor, and they will use CANOPY™ for that program.
83	5.2 Evaluation Criteria Page 20	Can you share the relative scoring weights for the four evaluation criteria categories?	There is no numerical scoring. Criteria are listed in the RFP by order of importance.
84	3.2.1 SOLUTIONS NOT HOSTED ON STATE INFRASTRUCTURE	Can offshore resources be used for configuration and	Any offshore resources must be disclosed and evaluated by NCDIT.

	Page 7	development if they do not access State data or systems?	See Section 7.1 of the RFP and Attachment F.
85	3.2.1 SOLUTIONS NOT HOSTED ON STATE INFRASTRUCTURE Page 7	If the platform uses cloud services, must all data physically reside in U.Sbased data centers?	Yes.
86	3.2.1 SOLUTIONS NOT HOSTED ON STATE INFRASTRUCTURE Page 7	Is FedRAMP Moderate authorization required or preferred for SaaS solutions handling CDBG-DR data?	A vendor must submit a Vendor Readiness Assessment Report-VRAR and one (1) of the preferred third-party security assessments prior to contract award. Preferred third-party assessments are listed in Section 3.2(b)(i). The State must review and approve the VRAR and third-party assessment prior to entering into a contract.
87	3.2.1 SOLUTIONS NOT HOSTED ON STATE INFRASTRUCTURE Page 7	Is the Vendor Readiness Assessment Report (VRAR) mandatory at proposal submission or only upon request?	The VRAR is not mandatory at proposal but is encouraged. A vendor must submit a Vendor Readiness Assessment Report-VRAR and one (1) of the preferred third-party security assessments prior to contract award. Preferred third-party assessments are listed in Section 3.2(b)(I). The State must review and approve the VRAR and third-party assessment prior to entering into a contract.
88	3.3.3 IDENTITY AND ACCESS MANAGEMENT Page 8	Is integration with the NC identity management system (e.g., Azure AD, NCID) required for internal users?	Integration with NC identity management system is preferred. An alternate solution requires an exception request and approval by the State CIO.
89	3.3.6 Data Migration Page 8	Can the State clarify expectations around the timing, frequency, and formats required for legacy data migration into the new system?	Not at this time. It may be that no existing data is migrated into the system. A general response regarding the vendor's

			capabilities in this regard will be sufficient.
90	3.5.7 SYSTEM INTERFACE / INT-1 Page 10	What specific APIs or data protocols does NCFS use? Will the State provide technical documentation and access?	Oracle ERP Cloud Service provides below methods for outbound interfaces: - BI Report Approach - Web Services Approach - Hybrid—Web Services along with BI Report Approach Oracle Cloud Service provides multiple options to retrieve data from the underlying SaaS database and share it with the external system. The following are the different data sets that can be used in Cloud-based outbound interfaces for various use cases: - Outbound Cloud data, which requires data manipulation based on third-party systems - Outbound Cloud data, which requires complex data validation and transformation prior to sending the data to target SFTP Server - Outbound Cloud data, which would be directly sent to third-party system with no transformation or with very little transformation
91	3.5.7 SYSTEM INTERFACE / INT-4 Page 10	Please clarify the expectations around integration with tools like Tableau, Power BI, Adobe, and Smartsheet—are these read-only or bidirectional?	Read-only Unidirectional integration (from grant management system to these tools) with tools like Tableau, Power BI, Adobe, and Smartsheet would suffice.
92	3.5.7 REPORTING / RPT-1 Page 14	Are there specific formats or systems (e.g., DRGR) that the platform must integrate with for HUD compliance?	The system will not need to integrate with DRGR for HUD compliance. The desired GMS would ideally generate reports and data in formats that are easily transferable to DRGR.

93	3.5.7 AUDITING / AUD-1 Page 14	What are the audit retention requirements beyond the 5-year federal minimum?	Records must be kept one year beyond the federal minimum (six years total).
94	3.5 Business and Technical Specifications Page 9	Can you provide anticipated volume of users, grantees, applications, and payments per month/year?	Payments will fluctuate throughout the program. We estimated between 1500-4500 users at any given time, but the activity flow will fluctuate based on need. (See response to Question #45 for additional information).
95	3.5 Business and Technical Specifications Page 10	Is support for Spanish or other languages required for applicant-facing interfaces?	Support for other languages would be a plus but is not required. Most language access needs will be from ultimate beneficiaries of these programs rather than the anticipated grantees using this system.
96	3.5 Business and Technical Specifications Page 10	Is a named user model required, or will concurrent or tiered access suffice?	A named user is required since DCR would like to track who did what in the system.
97	3.5 Business and Technical Specifications Page 10	Are any offline/mobile capabilities needed for field staff or applicant use?	Mobile capabilities would be needed. Offline capabilities would be desired but not required.
98	3.5.7 - SYSTEM INTERFACE / INT-1(a) Page 10	Will the State provide integration documentation or sandbox environments for NCFS during development?	Full integration is not required. Regular interfaces will be required.
99	3.5.7 – SYSTEM INTERFACE / INT-1(b) Page 10	What is the current Document Management System in use (e.g., SharePoint, Laserfiche)? Must integration be real-time?	SharePoint. Full integration is not required. Regular interfaces will be required.
100	4.2 Payment Schedule Page 19	Will the State accept milestone- based invoicing aligned to deliverable acceptance?	Yes. Milestone-based invoicing aligned to deliverable acceptance is accepted.
101	4.1 Offer Cost Page 19	Can vendors propose enhancement packages beyond the base scope in Attachment D's optional section?	This is welcome.
102	3.5.7 TESTING / TST-6 Page 15	Will the State provide its own UAT and SIT test environments,	The vender is expected to host the test environment.

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		or is the vendor expected to host all testing environments?	
103	3.5.7 TRANSITION / TR-2 Page 16	Are vendors expected to maintain a sandbox environment or only deliver exported data during offboarding?	Vendors are expected to maintain a sandbox environment during the transition-out plan period.
			It is expected that anytime the vendor is making changes to the system, they should have a separation between dev/test/prod. Vendor develops the code/functionality, DCR staff test it, then vendor moves it to production.
104	3.5.7 TRAINING Page 16	Does the State require live instructor-led training or is asynchronous training (videos, LMS modules) sufficient for end users and administrators?	A mix of live instructor-led training and asynchronous modules is preferred.
105	3.5.7 PROJECT MANAGEMENT / PMO-7 Page 17	Are there any minimum inperson meeting or staffing requirements for project kick-off or delivery milestones?	Minimum 2 dedicated staff from vendor for project kick-off and delivery milestones. They should have full knowledge and skillset to be on or to take the roles of PM, Technical Lead and Senior Business Analysts. Vendor should expect at least 1 whole day inperson meeting during those events if needed.
106	3.5.7 PROJECT MANAGEMENT / PMO-11 Page 17	Can you confirm if vendors are required to use the State's project templates or if custom project plans are acceptable?	Vender is not required to use State's project templates.
107	6.1.19 GENERAL INSTRUCTIONS FOR OFFER Page 25	Should resumes for key personnel be included in the main proposal PDF or uploaded separately in Ariba?	This is a requirement of the RFP. Resumes must be included in the PDF.
108	6.1.19 GENERAL INSTRUCTIONS FOR OFFER Page 25	Could the agency please provide an itemized list of all elements for a fully compliant proposal in sequential order?	No. Please refer to the RFP.
109	No Reference Citation provided by Vendor.	We understand that tracking, managing, and reporting on grants is the priority. Is DCR looking for support around other elements of the grant	No. Other support may be requested using future RFPs.

		management lifecycle (e.g., identifying potential grantees and supporting them in applying for funding, scoring applications, scenario planning around different portfolios of applications)?	
110	No Reference Citation provided by Vendor.	Which of the 20+ core capabilities listed in the business and technical specifications are must-haves for Day 1 vs. may be phased post-implementation? Any additional sophistications to be planned for post 4-month implementation either for the 20+ identified core capabilities or beyond those?	See response to Question #42.
111	No Reference Citation provided by Vendor.	What is the expected volume and complexity of historical data that needs to be migrated into the new system?	See response to Questions #14 and #89.
112	No Reference Citation provided by Vendor.	How will grantee-side users' access and interact with the system? Are public, no-login interfaces expected, or will all access be authenticated?	All access should be authenticated.
113	No Reference Citation provided by Vendor.	What types of payment models does DCR intend to use, and how will they vary across programs? What type of payment processing are you expecting the solution to cover?	DCR plans to finalize payments out of NCFS based on approved payments from the GMS³ that interface with the NCFS AP module. The GMS will allow for invoice (including supporting documentation) upload, an approval workflow, and an interface with NCFS to initiate payment.
114	No Reference Citation provided by Vendor.	What solution or management tool is DCR currently using for document management and enterprise data solutions?	DCR is currently using SharePoint to store and manage documents. It is not currently using an enterprise solution.

³ Grant Management System

115	No Reference Citation	Can you describe which aspects	We would not have the
113	provided by Vendor.	of a SaaS model drive the departments preference for that approach?	bandwidth to use an alternative system.
116	Attachment D: Cost Form	In ATTACHMENT D: COST FORM, you request a cost for "Software Licenses: 150 concurrent users" - Can the government please itemize the 150 users based on internal vs. external users? (e.g. NCDOC vs. grantees)	See response to Question #45.
117	No Reference Citation provided by Vendor.	During the pre-bid conference, it was mentioned that a previous RFP had been awarded to an "implementor." Could you please clarify the relationship between that implementor and the software product being solicited through this RFP? Is the intention that the awarded vendor from this solicitation will work with that implementor?	Yes, as noted in Question #2, DCR is implementing 5 programs consistent with our approved CDBG-DR Action Plan. One of these programs, the single-family housing rehabilitation and reconstruction program, is going to be implemented by HORNE. HORNE will use the CANOPY™ system to collect data from individuals and manage that program. The other four grant programs will use this system for applications and grants management. The awarded vendor from this solicitation should be prepared to work with HORNE to incorporate their records from CANOPY™ into this system.
118	No Reference Citation provided by Vendor.	Does NCDOC have a budget or not to exceed total for this contract they can share with vendors?	No.
119	2.0 Purpose of RFP, Page 4	How does the State of North Carolina Department of Commerce (NCDOC) plan to fund this project? Is it part of the operating budget or capital budget?	CBDG-DR will be the primary funder for this project.

120	2.0 Purpose of RFP, Page 4	Does NCDOC have an approved budget for this new Grants Management System (GMS)? If yes, can you provide that budget information to guide vendor bidding decision-making? If the budget is too low, it does not support bid preparation.	No. See above.
121	2.0 Purpose of RFP, Page 4	Has NCDOC previously entertained any system demonstrations and/or presentations from vendors? If so, which systems were seen and when?	No.
122	2.0 Purpose of RFP, Page 4	Did NCDOC utilize any vendor / SME consultants in defining the sought-after functionality and/or scope of work enumerated in the RFP? If yes, please provide the name	No.
		of the vendor/consultant.	
123	2.0 Purpose of RFP, Page 5	How does NCDOC manage its grants today? If vendor-provided solution is deployed, which vendor provided it to NCDOC?	Internally.
124	2.0 Purpose of RFP, Page 5	Given the requirement to manage Federal funds, does NCDOC require vendors with experience deploying GMS at the Federal level?	No.
125	2.0 Purpose of RFP, Page 5	Can you provide the annual dollar amount of grant funding you receive for the current fiscal year?	No.
126	3.3.4 Integration Approach Page 8	Please provide the current modules that are implemented within the NCFS? Also, can you provide the expectation for the type of integration required, e.g., web services, file-based, one-way, or bi-directional data flow?	NCFS contains a multitude of modules. The most applicable will be the Accounts Payable Module which will initiate payment of invoices. File-based, one-way from GMS to NCFS data flow is expected. The data (multiple payment requests transactions) would be batched together and be

			interfaced/implemented daily with NCFS system. Also, the GMS will interface regularly with the implementation vendor's CANOPY TM system.
127	3.3.6 Data Migration Page 8	Can you provide an estimate of the volume of data to be converted and migrated into the new GMS? What is the current format of this grant data? Please provide an example row of data and/or database schema.	Please refer to Questions #14 and #89 above.
128	3.5.7 3. Technical Specifications TC-8 Page 11	Would you be open to a revision of the Cyber Liability Insurance coverage amount, specifically reducing it from \$10,000,000 per claim to \$2,000,000, considering the scope of the proposed services?	No.
129	14. SUPPORT SUP-1 Page 16	"Provide technical support to applicants that mimics the office hours of the intake centers, 8:00 – 17:00 EST Monday – Friday."	It would be desired that the vendor provides technical support via online meeting which allows applicants and DCR staff on-board at the same time.
		vendor provide direct technical support to applicants, or that the vendor provide support to the internal NCDOC help desk?	
130	Pre-Proposal Conference	As stated in the Pre-proposal conference, the count of users expected to use the GMS are: • Internal users: 30 to 35 • External users: 2500 • Applicants: 10000 Kindly confirm the same. In addition, how many of the 30-35 internal NCDOC users will use the system less than 20 hours per month?	Please see response to Question #45.
131	Pre-Proposal Conference	As stated in the pre-proposal conference, does NCDOC	This RFP is for the Division of Community Revitalization within

		currently manage four to five grant programs? If possible, please provide a list. Do the business processes (application, pre-award, award, etc.) and associated forms vary with each type of program or are all processes and forms standardized? When do each program's application periods begin in a given fiscal year?	the NC Department of Commerce (NCDOC). DCR will use the grants management system to manage the CDBG-DR dollars that were allocated to NC for Hurricane Helene. This allocation has been broken down into five programs that DCR will manage (see Question #2). Four of the five programs will use this grants management system, and their business processes will be similar, but will likely differ from each other. DCR anticipates application periods to begin the late summer 2025 for multi-family housing and fall for the other three programs (infrastructure, economic revitalization, and workforce housing).
132	Pre-Proposal Conference	Can the NCDOC confirm which systems the new GMS must integrate with — a) North Carolina Financial System (NCFS) b) Please list other specific systems including Name and version.	Currently it is desired to not have any system fully integrate with the GMS, rather the GMS should be able to interface with the NCFS and the implementation vendor system, which is CANOPY TM . CANOPY TM is a proprietary solution developed by HORNE Federal to respond to federal and state programs to track and monitor funding streams.
133	2.6 Contract Type Page 6	Can DCR confirm the anticipated budget or not-to-exceed amount for this engagement?	No.
134	2.6 Contract Type Page 6	Will the State specify the specific contract type for this work? Firm-fixed price (equal monthly payments) or time and materials (based on deliverables and hours worked)?	See response to Question #75.

135	3.1 General Requirements and Specifications Page 6	Will the State of NC allow the offeror to propose additional terms in its proposal or add assumptions to clarify content?	Yes. Additional terms and assumptions will be considered errata and exceptions. Please follow the instructions in Section 6.1.12 of the RFP – Vendor Errata and Exceptions.
136	3.1 General Requirements and Specifications Page 6	Is the proposal format one in which pricing is included in the proposal submission volume?	No.
137	3.5.7 1. System Interface INT-1 Page 10	Can DCR clarify which document management platform/software is currently in use (e.g., Box, SharePoint, Dropbox Business)? Additionally, how is Adobe software presently used within DCR's grant management process (e.g., for e-signatures, form generation), and should integration with Adobe tools be assumed as part of this system's scope?	DCR uses SharePoint for document management. Adobe software would be used to incorporate the data in DCR's grant management system for form and PDF report generation. The forms and reports can be run in batch mode.
138	3.5.7 1. System Interface INT-1 Page 10	The RFP references an "Awarded Implementation Vendor" and a separate solicitation titled Implementation of Helene Recovery Programs for Housing. Can DCR confirm whether this vendor will provide the core applicant-facing platform for the Reconstruction and Rehabilitation (R&R) for Owner-Occupied Units Program? What technology platform (e.g., Salesforce, Dynamics, proprietary system) is being used or developed by the awarded vendor, and what role will that system play in the broader architecture?	Yes, as noted in question 2, DCR is implementing 5 programs consistent with our approved CDBG-DR Action Plan. One of these programs, the single-family housing rehabilitation and reconstruction program, is going to be implemented by HORNE. HORNE will use the CANOPY™ system to collect data from individuals and manage that program. The other four grant programs will use this system for applications and grants management. The awarded vendor from this solicitation should be prepared to work with HORNE to incorporate their records from CANOPY™ into this system.

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139	3.5.7	Under "commonly used	It could be either on-premises or
	1. System Interface	enterprise database software,"	cloud-based databases. Vendor
	INT-1	can DCR specify whether this	should anticipate interfacing with
	Page 10	refers to on-premises systems	Oracle or MS SQL server
		(e.g., SQL Server, Oracle)	enterprise database. DCR would
		managed by DCR, or cloud-based	use relational database
		databases leveraged by the	management systems model for
		Awarded Implementation	enterprise database solution.
		Vendor or other external	
		partners? What data architecture	
		or storage model should vendors	
		anticipate interfacing with?	
140	3.5.7	Can DCR confirm whether it	Real-time, bidirectional
	1. System Interface	expects real-time, bidirectional	integration with the systems
	INT-4	integration with the systems	would be desirable. Batch-based
	Page 10	listed in INT-1, or if batch-based	or unidirectional data exchanges
		or unidirectional data exchanges	are acceptable depending on the
		are acceptable depending on the	target system. Integration may be
		target system? Additionally, are	proposed via standard APIs and
		vendors required to provide	middleware.
		prebuilt connectors for these	
		systems, or can integration be	
		proposed via standard APIs and	
		middleware?	
141	3.5.7	Can DCR clarify how many	See response to Question #2.
	2. User Interface	programs and funding sources	
	UI-5	are expected to be supported in	
	Page 11	the initial configuration required	
		in the 4-month implementation	
		from contract award?	
142	3.5.7	The Cost Form references 150	See response to Question #45.
	3. Technical Specifications	concurrent users but does not	
	TC-1	indicate the total number of	
	Page 11	users by role. Can DCR clarify the	
	0	anticipated total number of	
		system users, including DCR staff,	
		vendors, auditors, subrecipients,	
		and applicants? Additionally,	
		should vendors assume that	
		licenses for applicant accounts	
		and records for the R&R program	
		will be addressed separately in	
		the Implementation Solicitation?	
143	257	Can DCR confirm whether there	See response to Question #98.
		i Can DUK confirm Whether there	See response to Question #98.
143	3.5.7		' '
143	3. Technical Specifications	are preferred or existing	
143	3. Technical Specifications TC-2	are preferred or existing standards (e.g., NIEM, XML,	
145	3. Technical Specifications	are preferred or existing	

		assume integration with any existing data pipelines or middleware?	
144	3.5.7 3. Technical Specifications TC-5 Page 11	DCR's Cost Form references 150 concurrent users but does not specify the total number of named users across all roles. Can DCR clarify the anticipated total user base, including DCR staff, subrecipients, vendors, auditors, and applicants, to ensure appropriate licensing and access configuration are accurately scoped?	See response to Question #45.
145	3.5.7 3. Technical Specifications TC-6 Page 11	Can DCR clarify what constitutes "critical program outcomes" and the specific metrics or data elements required for near real- time reporting? Would these be aligned with the HUD QPR metrics?	Yes, HUD QPR metrics would constitute a portion of critical program outcomes. Other data elements of concern might include performance, financial, or other tracking data that is supplemental to the HUD QPR metrics. A comprehensive list of required data elements has yet to be established as it is dependent upon evolving state and federal requirements.
146	3.5.7 5. Core Functionality COR-6 – COR-9 Page 12, 13	COR-6 through COR-9 collectively reference the use of forms, templates, digital signatures, and outbound correspondence (print, mail, email, text). Can DCR clarify whether the expectation is for a fully integrated communication management system with dynamic templates, signature workflows (e.g., Adobe Sign), automated messaging based on status changes, and correspondence audit history?	Yes. The expectation is a fully integrated communication management system with dynamic templates, signature workflows, automated messaging, etc. Static templates/forms (or require manual processing/intervention) would be accepted if they are less used.
147	3.5.7 5. Core Functionality COR-12 Page 13	COR-12 references an application dashboard for "applicants." Can DCR clarify whether this refers specifically to applicants under the Reconstruction and Rehabilitation (R&R) Program for	This would be all applications for programs maintained in the GMS.

		Owner-Occupied Units, or which programs with applicants are included in this engagement?	
148	3.5.7 5. Core Functionality COR-20 Page 13	Should the system support mid- implementation budget adjustments and additional data collection at the project/case level, program level, or grant level—or across all three?	Yes, to all questions.
149	3.5.7 6. Administrative Functions ADM-3 Page 13	To confirm scope and modular architecture—should vendors assume the system will include one central financial management module that supports all grant programs, and separate case/application management modules for each non-R&R program (e.g., WHO, MCR, CI, CDR), totaling five modules overall? Additionally, can DCR confirm that the R&R program case management module will be addressed separately under the Implementation Solicitation and is not part of this current engagement?	Vendors should describe how the system will manage data at the various levels including at the federal award, individual programs, projects and activities level. The implementation vendor's system will handle the case management outside of this system. Data from the implementation vendor system will interface into the GMS.
150	3.5.7 7. Financial Management FIN-7 Page 14	Can DCR describe the bill payment report's required format and data elements?	Bill payment reports will need to be aligned with CDBG-DR requirements and state requirements.
151	3.5.7 7. Financial Management FIN-8 Page 14	Does DCR anticipate that returned or missing check scenarios may be initiated by either NCFS or the awarded grants management system? Should vendors design the system to both receive returned payment data from NCFS and initiate internal workflows based on that data (e.g., resubmission, flagging, or case-level adjustments)? Additionally, when is manual entry expected, and should it serve as a backup to automated data sync?	Returns will be manually entered in the GMS. Coordination with NCFS/CANOPY™ will be one-directional and should not anticipate them communicating back to the GMS. Missing check scenarios will be handled based on State guidelines and could require the payment to be cancelled in the GMS and reissued. Manual entries will be required for returns, corrections, uploading documentation and payments

152	3.5.7 7. Financial Management FIN-10	For payment reversals, is DCR expecting the system to initiate return actions (e.g., check	made prior to the GMS implementation, and payroll. Manual entries are for recording transactions in the GMS only. Manual entries should be for limited circumstances and should not replace automated data sync. No. These would be manually entered. Coordination with
	Page 14	reversal or A/R adjustment), or simply to flag and route the reversal for processing by an external financial system? Should vendors assume coordination with NCFS or other systems for execution?	NCFS/CANOPY™ will be one- directional and should not anticipate them communicating back to the GMS.
153	3.5.7 8. Reporting RPT-1 Page 14	RPT-1 references multiple output file types. Can DCR specify which formats are required (e.g., CSV, Excel, PDF), and whether vendors must support custom report templates or standardized report layouts?	Commonly used file types (CSV, Excel, PDF) would be required. JSON and HTML file type are desired. Vendor should support standardized report layouts and provide flexibility to allow DCR staff to customize the report layouts.
154	3.5.7 9. Auditing AUD-1 Page 14	Does DCR require visibility into both the before-and-after values of data changes down to every single data field, or only the timestamp, user identity, and action type? Also, are there specific data fields or modules DCR considers high priority for audit tracking?	Yes, a complete cell history would be helpful for auditing purposes (for all field values that have been formally submitted and later altered). Most of the time, data fields or modules regarding finance data would be considered high priority for audit tracking.
155	3.5.7 10. Data Management DAT-2 Page 14	Can DCR clarify which system is considered the official System of Record for grant-related data—e.g., NCFS or another internal system/application?	The GMS will be the primary system of record. Other systems will contain additional data as required by federal guidelines.
156	3.5.7 10. Data Management DAT-4, DAT-5 Page 15	DAT-4 and DAT-5 reference DCR's data ownership rights and the requirement to receive all data upon contract termination. Can DCR clarify whether vendors	Vendors are expected to provide at least a read-only version of the system post-engagement. The "data" should include all supporting documentation (e.g.,

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		are expected to provide a live or read-only version of the system post-engagement, or if structured data exports with schema documentation are sufficient? Additionally, does "data" include supporting documentation (e.g., uploaded files, attachments), and should vendors assume responsibility for organizing and linking these documents to their associated records for use in a successor system?	uploaded files, attachments). Vendors would be responsible for organizing and linking these documents to their associated records for use in a successor system.
157	3.5.7	Can DCR clarify whether	Areas are documented in the RFP.
	12. Transition	documentation is expected only	
	TR-2	in these areas or whether active	
	Page 16	teardown, configuration transfer,	
		and successor vendor	
4==		onboarding are required?	
158	3.5.7	SUP-1 indicates that the vendor	Technical support would be
	14. Support	should provide technical support	primarily system related issues for
	SUP-1	to "applicants" during intake	all programs.
	Page 16	center hours. Can DCR clarify	
		whether this support is limited to system-related issues (e.g., login,	
		submission errors) or if the	
		vendor is expected to address	
		applicant-specific inquiries	
		related to their application?	
		Additionally, which housing	
		program(s) would be included in	
		this scope of support?	
159	3.5.7	PMO-11 references that vendors	Not at this time.
	15. Project Management	may be "required" to use the	
	PMO-11	State's internal project templates	
	Page 17	and PMO standards. Can DCR	
		clarify which templates are	
155	257	mandatory?	
160	3.5.7	PMO-13 requests that vendors	Yes, the draft plan is intended as
	15. Project Management	submit a detailed Draft Project	an evaluation tool.
	PMO-13	Management Plan with the	
	Page 18	proposal. Can DCR clarify whether this draft is intended to	
		serve as a preliminary outline for	
		evaluation purposes, with the	
		expectation that it will be	
		collaboratively finalized post-	
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161	3.5.7 15. Project Management PMO-13 Page 1	award as part of the 60-day planning window outlined in PMO-14? Understanding DCR's ideal state—whether the priority is speed to launch, comprehensive joint planning, or both—would help vendors structure the implementation accordingly. If both are required, would DCR consider a phased deployment approach, with core functionality delivered within four months and remaining modules or features implemented on a rolling basis?	The State would be willing to work with the vendor on a phased approach but would require that the system would be operational within four months to begin taking applications for the programs that are described in the State's CDBG-DR Action Plan (see www.commercerecovery.nc.gov and Question #2).
162	3.5.7 15. Project Management PMO-14 Page 18	PMO-14 states that the updated Project Management Plan is due within 60 days of project kick-off. Can DCR clarify whether this 60-day window is also intended to include discovery and requirements gathering activities? If so, how does this align with the four-month system implementation timeline—particularly where activities such as system configuration, API development, and integration with the Awarded Implementation Vendor depend on finalized requirements and external coordination?	The 60-days falls within the 4-month window.
163	6.1.16 Non-Responsive Offer Page 25	Does nonresponsive include proposal language that includes a validity date, such as "this proposal is valid for 90 days?	No. Page One of the RFP states "Offer valid for one hundred twenty (120) days from date of bid opening." Shortening the offer validity date will not be considered conditioning the proposal on an errata or exception under Section 6.1.12.
164	6.1.19 General Instructions for Offer Page 25	Section 6.1.19 requests that the entire offer be organized in the exact order in which specifications appear in the RFP.	Yes, include the entire RFP.

		Can DCR confirm whether this means the full RFP document must be embedded as page 1 of the submitted proposal PDF, or if only the cover page of the RFP is expected at the front of the submission?	
165	7.9 Confidentiality of Offers Page 30	To clarify, does the unredacted version of the proposal have the proprietary mark and the redacted proposal does not contain a proprietary mark?	Please mark the relevant portions of both versions "Confidential." In the redacted version, the marking may not show, or those pages may not be included, but some pages may contain portions that are confidential and portions that are not confidential.
166	Attachment E: Vendor Certification Form 2) Conflict of interest Page 62	In light of the conflict-of-interest provisions in Attachment E, can DCR confirm whether any current or upcoming RFPs or active vendor contracts may overlap with or influence the scope of this solicitation? Understanding potential interdependencies or boundaries will help vendors avoid unintended conflicts and more precisely define our proposed approach.	The scope of this solicitation is currently defined as well as possible, understanding that this is a new program and division, numbers of grantees are not yet defined, and needs may shrink or grow throughout the process. Known interdependencies, such as the interactions between systems, are identified herein.
167	Attachment F: Location of Workers Utilized by Vendor Page 63	Can DCR confirm whether employees based in U.S. territories such as Puerto Rico are considered workers performing work outside of the United States?	Employees based in U.S. territories are considered workers performing work outside of the United States.
168	No Reference Citation provided by Vendor.	Would the State be willing to extend the due date of May 29th?	No.
169	No Reference Citation provided by Vendor.	Have you had demonstrations and/or conversations with grants management vendors? If so, with whom?	There have been no demonstrations and/or conversations with grants management vendors.

170	No Reference Citation provided by Vendor.	Can you please provide the State's number of unique subrecipient organizations?	No awards have been made yet. We anticipate up to 1,500 subrecipients.
171	No Reference Citation provided by Vendor.	Could the Department please clarify the anticipated duration of the \$1.4B CDBG – DR program intended to support communities impacted by Hurricane Helene? Is there an expected timeline for obligated and expending the funds associated with the programs?	6 years is the length of the grant and extensions are possible. Obligation and expenditure of funds will occur throughout the 6 years with most occurring in the first 3 years.
172	No Reference Citation provided by Vendor.	Please provide a list of systems currently housing ongoing/historical grant information and for each please provide the data schemas and approximate number of records to be extracted, transformed, and loaded into the system.	There are no existing systems because this is a new division and new program.
173	No Reference Citation provided by Vendor.	Would the State be amenable to having all applications and current awards running by the end-of-the-year with post-award management functionality being implemented in January and February?	No. The State needs to make awards for the programs described in question 2 in the late summer and early fall of 2025. 2026 would be too late.
174	No Reference Citation provided by Vendor.	The RFP references a 4-month implementation timeline and a requirement to integrate with the State's financial system. Could the Department please clarify its expectations regarding the timing of the integration effort? Specifically, should the integration project run concurrently with the initial 4-month implementation and application intake configuration, or is it expected to occur after the go-live period?	The system being procured would not need to integrate with the state's financial system until after grants management system is up and running. Until DCR knows the procured system is up and integrating correctly, we will be handling NCFS tasks independent from the new system. We would not plan for this to integrate until after the go-live period. However, the integration should be considered during the 4-month implementation timeline so that it

	can be implemented soon after go-live.

Execute Addendum:

VENDOR:	Benevate, LLC
AUTHORI	ZED SIGNATURE: _
NAME an	d TITLE (Print or Typed): <u>Jason Rusnak, President</u>
DATE:	5/21/25

Executive Summary

The Neighborly Team, Neighborly Software and Guidehouse, was purpose-built to deliver a holistic solution for DCR. Our collective team has experience managing over \$80 billion in federal funds from numerous funding sources, including over \$7 billion in CDBG-DR – demonstrating our ability in securely managing programs of similar size and scope.

DCR has expressed a preference for a SaaS-based system, and that's exactly what we offer: a SaaS-based solution designed specifically for CDBG-DR. Because our system is already built and field-tested, we can configure it for DCR's needs without the delays of time-intensive development. Our unique approach enables us to move fast and adapt easily – as proven by our ability to launch billion-dollar programs in as little as 48 hours.

Our team will stand alongside DCR for the full life-cycle of the programs - fully supporting DCR's need. We understand your desire to also have a no-code system that can be administered by DCR staff. Our system is exactly that - designed for non-technical users. Our platform empowers the DCR team to make real-time updates—no code, no developers, no delays. Whether renaming a field, updating a drop-down, or adjusting an eligibility rule, changes can be made directly in the admin console. Unlike platforms that require vendor intervention for basic updates, Neighborly Software gives you full control—backed by a partner who never steps away.



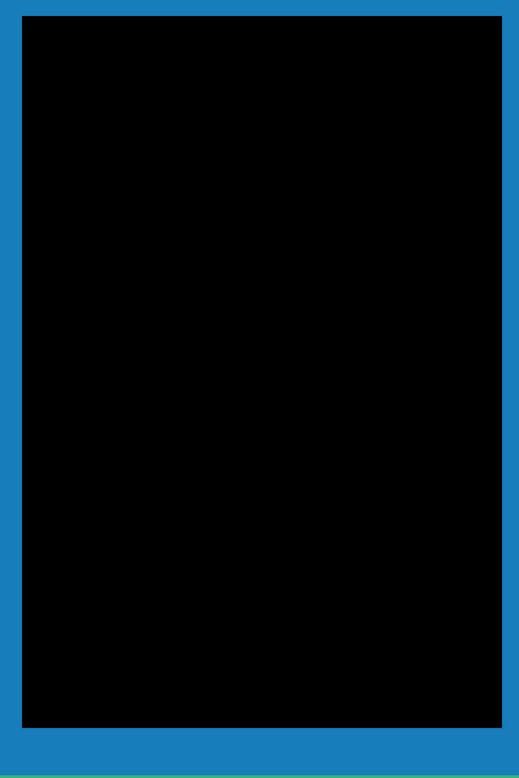
- Off-the-shelf software: Fast to deploy but rigid—often falling short when programs require flexibility or customization.
- Custom-built platforms: Tailored but time-consuming and expensive—draining resources, delaying

Neighborly offers a third path: the best of both worlds.

- Highly configurable Tailor workflows, forms, reports, dashboards, etc. without custom code
- Fully functional and field-tested Skip development delays with a proven solution used in active.
- Scalable and adaptable Evolve easily with changing policy, volume, or program needs
- Expert-built and collaborative Developed by experts and continuously improved through client input
- Efficient by design Launch faster and reduce lift for DCR staff

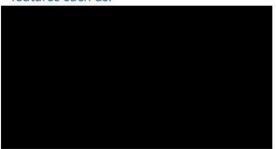
Every minute lost to over-customization is another day without assistance for North Carolinians. Unlike regulatory update, and new feature benefits all clients—keeping DCR ahead of the curve with a platform built for the future.

Fierce Technology Focus & Intentional Platform Investments





Our SaaS-based model allows clients to move faster without sacrificing flexibility. We collaborate closely with each client to understand their unique needs, determine how best to address them within the existing system to accelerate deployment, and evaluate custom features as needed. Our continual enhancements reflect our flexibility and adaptiveness to specific client needs. Many of these requests were completed for our CDBG-DR clients. Over the next 12 months, our roadmap includes exciting features such as:



In addition, our partnership with Falfurrias Management Partners, a Charlotte-based investment firm founded by Hugh McColl Jr., demonstrates our commitment to strategic growth for our clients. The Falfurrias investment will accelerate our continued growth by enabling further investments in the existing platform, new technology, and enhanced products.





The Neighborly Difference

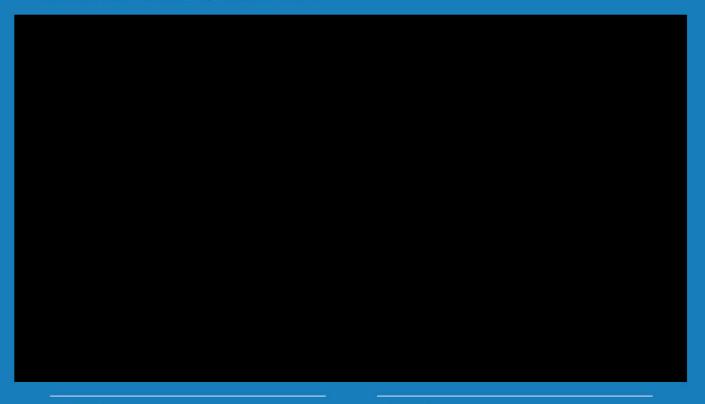
We understand the importance of DCR's evaluation criteria in selecting a system of record partner. While our full technical response provides in-depth detail, the summary below highlights key capabilities aligned directly with the attributes DCR values most.

Ability to Perform

Neighborly Software is an industry-leading grant management system of record designed to excel in disaster recovery and emergency programs. As one of the fastest growing disaster recovery system of records in the country, Neighborly Software currently supports six grantees managing over \$1 billion in CDBG-DR/MIT funds nationwide with end-to-end program management for multiple program types. We proudly support the states of California and Oregon, Sarasota County, and the cities of Detroit, Fort Worth and Baton Rouge.

We also serve over 40% of HUD CDBG entitlement jurisdictions and support more than 20 jurisdictions across North Carolina—demonstrating a proven track record of helping communities distribute government funds efficiently, compliantly, and at scale.

Streamlined Technology - Demonstrated Outcomes





\$14.5B+ FEDERAL FUNDS DISBURSED



7.72M
APPLICATIONS PROCESSED



679+
NEIGHBORS (CLIENTS) SERVED



1 Mission
HELPING COMMUNITIES, HELP PEOPLE

Our team has delivered some of the largest and high-profile programs in the nation's history, demonstrating our ability to operate in rapidly changing environments, manage programs securely and scale to meet urgent demand. During the COVID-19 pandemic, we rapidly deployed and configured over 108 emergency rental and homeowner assistance programs nationwide – managing a significant portion of the nation's ERAP portfolio simultaneously. We scaled our team and platform to meet demands many considered unachievable. Our ability to deliver efficient, high-impact solutions is exemplified by our work on the California and Texas ERAP programs—the two largest in the country. We've also delivered strong results for multiple CDBG-DR clients, including Sarasota County, highlighted below.



Teaming Partner -Guidehouse

Neighborly is proud to partner with Guidehouse, a nationally recognized leader in disaster recovery and \$65 billion in federal funds administered, Guidehouse brings unmatched subject matter expertise certified specialists, and former public officials who have designed and executed disaster programs at

(Superstorm Sandy), Missouri (EF-5 Tornado), Harris County (Hurricane Harvey), and Joplin, MO, how our system is configured to meet DCR's needs—ensuring every workflow, report, and compliance trigger reflects real-world, on-the-ground recovery challenges.

In North Carolina, Guidehouse has supported agencies including NC DHHS, Guilford County, and Duke Energy, providing strategic advisory, broadband planning, and change management solutions. Their local presence and deep bench of experts enable rapid mobilization and sustained support—helping agencies maximize funding, maintain compliance, and deliver timely, transparent recovery to the



- O Govt entities where GH supported CDBG-DR and FEMA Disaster Grant Work
- State, County and City governments DR engagements supported

Technical Capabilities

Our platform gives DCR real-time visibility and control—empowering program leads to assess trends, adjust policies, and stay ahead of emerging needs. Backed by industry-leading security, every data point is protected through robust encryption, role-based access, and continuous monitoring. With real-time insights, built-in flexibility, and industry-leading safeguards, Neighborly Software ensures your systems mature securely alongside North Carolina's recovery mission.



"Neighborly Software's platform gave us the tools we needed to manage a complex, multi-program and multi-jurisdiction recovery effort while maintaining transparency and accountability. Not only have our internal case managers reduced their administrative burden, but their multistakeholder modules have allowed for contractors, subrecipients, and Oregon administrators to reference a single source of truth for quick visibility into our disaster recovery programs."

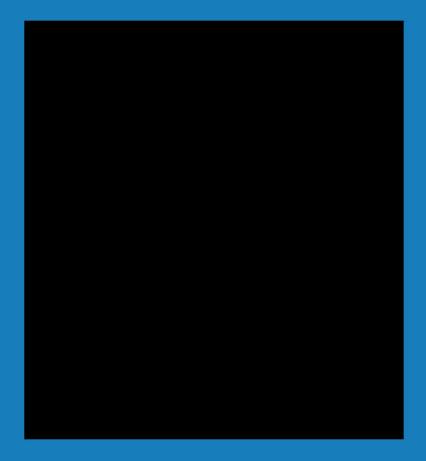
Melanie Taylor, Sr. Project Manager,
Oregon Housing and Community Services
ReOregon Disaster Recovery and Resilience Division
(2020 Wildfires)





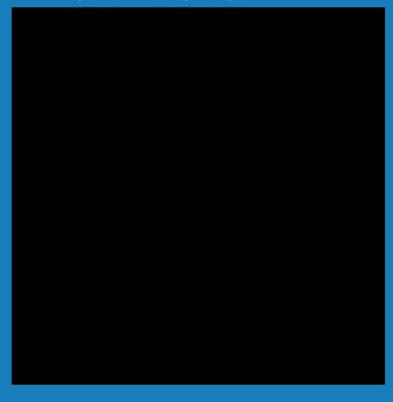
Data Security, Integrity, & Privacy

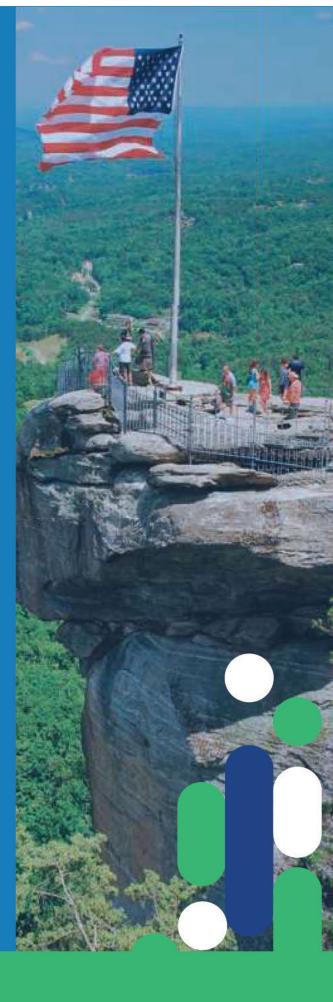
- Successfully managed data for nearly 8 million applicants with no data breaches
- SOC 2 Type 2 certified with a recent "unmodified" opinion (a rare distinction)
- Hosted on Microsoft Azure's FedRAMP cloud environment with robust access controls, encryption, and continuous monitoring





Powered by Snowflake, our data warehouse scales effortlessly with growing data volume and provides instant access to every data field—eliminating the delays that come from submitting developer tickets to unlock new reports. With real-time data at your fingertips, DCR can quickly answer questions from the Governor's Office, the legislature, and constituents. More importantly, you'll gain the insight to stay ahead of program trends, such as identifying underperforming geographies or areas where additional outreach is needed. Our real-time reporting can be accomplished in a variety of ways:





Functional Capabilities

Neighborly Software's platform is purpose-built to manage the full lifecycle of CDBG-DR programs—from intake to closeout—with automation, transparency, and ease of use for all stakeholders. With a user-friendly interface, configurable workflows, and real-time visibility, our system reduces administrative burden and accelerates relief delivery—empowering DCR to stay ahead of evolving program needs.

Key capabilities include:



These capabilities not only support DCR's immediate recovery needs—they position the State to operate with confidence, transparency, and the technical agility to respond as conditions change.



Usability & Accessibility

Neighborly Software's platform is designed for the people who use it—from applicants and case managers to contractors and program administrators. We prioritize a user experience that is intuitive, inclusive, and responsive, allowing DCR staff and applicants to focus on results—not wrestle with outdated, complex systems.

Whether someone is applying for assistance or administering a program, our platform is designed to meet users where they are—and get them where they need to go, quickly and confidently.





MODERN, USER-CENTERED DESIGN Our intuitive interface and guided workflows

reduce training time and eliminate frustration, enabling users to focus on the mission.



PROVEN ACCESSIBILITY AT SCALE

We've served nearly 8 million applicants, the majority from low-to-moderate income households, with a strong focus on usability across devices, reading levels, and digital literacy.



ONGOING ACCESSIBILITY COMPLIANCE

We perform annual Voluntary Product Accessibility Template (VPAT) testing to ensure ongoing alignment with Section 508 and WCAG guidelines, making our platform inclusive by design.



RESPONSIVE AND INTERACTIVE EXPERIENCE

The system responds to user actions in real time, delivering status updates, auto-validating fields, and routing workflows with clarity and immediacy.



TRAINING AND TIER 1 SUPPORT

We provide unlimited onboarding and role-based training for DCR staff and partners and offer ongoing Tier 1 support to applicants and users.



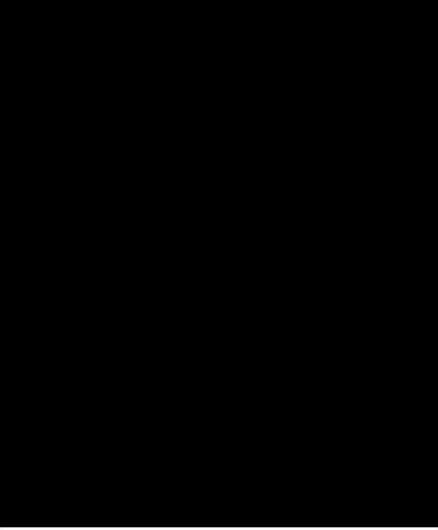
MOBILE-FRIENDLY PLATFORM

Fully responsive for phone and tablet and can support 60+ languages including natural emai translation.

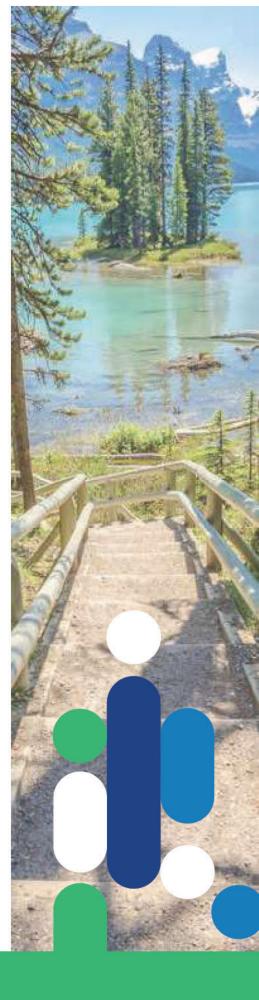
Communication & Documentation Tools

Neighborly Software's platform equips DCR with powerful tools to ensure every interaction, submission, and document is captured, retained, and reportable—without additional manual processes or third-party systems.

We streamline communication and documentation through:



Neighborly Software's tools don't just support documentation they ensure compliance, transparency, and better service delivery at every step of the grant management process.





Analytics & Visualization

Neighborly Software's platform empowers DCR with real-time access to data that drives strategic decisions, policy adjustments, and transparent communication with stakeholders. Whether responding to a legislative inquiry or proactively identifying program gaps, our analytics and visualization tools keep DCR ahead of the curve.



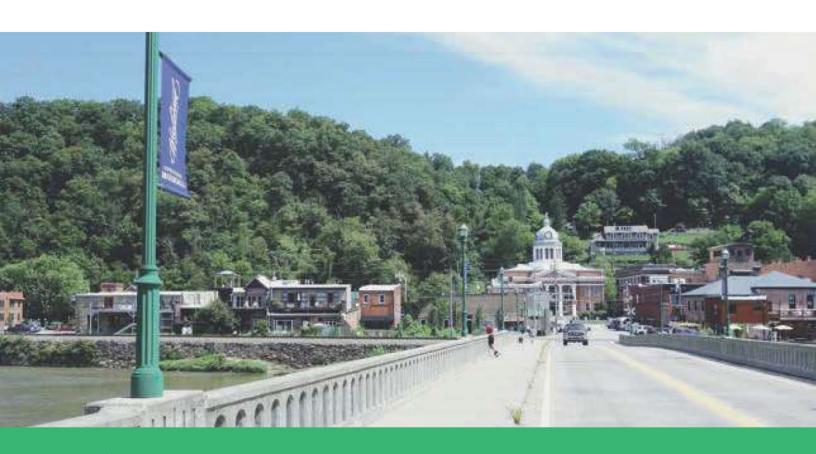
Whether you need basic performance reports or advanced visual analytics, Neighborly Software provides the tools and integrations to deliver real-time, actionable insights across all levels of the program.

Value-Based Cost & Expedited Timeline

Neighborly Software's no-code, fully configurable platform enables implementation in weeks—not months—eliminating the delays and cost overruns common with custom-built solutions. Our team is fully prepared to deliver on DCR's timeline, with full system configuration and launch achievable within 8 weeks of contract execution. If DCR requires a faster turnaround, we have the team, tools, and experience to accelerate delivery without compromising quality.

We pair this speed with value-based pricing that offers complete cost transparency and predictability. Our pricing structure reflects the true scope of DCR's program needs.





3.0 RFP REQUIREMENTS AND SPECIFICATIONS

3.1 General Requirements and Specifications

3.1.1 REQUIREMENTS

Requirement means, as used herein, a function, feature, or performance that the solution must provide. If the offer cannot meet the requirements, they will not be evaluated.

3.1.2 SPECIFICATIONS

Specification means, as used herein, a detailed description that documents the function and performance of a solution or solution component. The apparent silence of the specifications as to any detail, or the apparent omission of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only processes, configurations, materials and workmanship of the first quality may be used. Upon any notice of noncompliance provided by the State, Vendor shall supply proof of compliance with the specifications. Vendor must provide written notice of its intent to deliver alternate or substitute Services, products, goods or other Deliverables. Alternate or substitute Services, products, goods or Deliverables may be accepted or rejected in the sole discretion of the State; and any such alternates or substitutes must be accompanied by Vendor's certification and evidence satisfactory to the State that the function, characteristics, performance and endurance will be equal or superior to the original Deliverables specified.

3.2 Security Specifications for Applicant-Facing Technology Solutions

3.2.1 SOLUTIONS NOT HOSTED ON STATE INFRASTRUCTURE

The Program for Hurricane Helene Housing Recovery Efforts will be required to receive and securely manage data that is classified as High Risk, Department Critical. Refer to the North Carolina Statewide Data Classification and Handling policy for more information regarding data classification. The policy is located at the following website: https://it.nc.gov/document/statewide-data-classification-and-handling-policy.

To comply with the State's Security Standards and Policies, State agencies are required to perform annual security/risk assessments on their information systems using NIST 800-53 controls. This requirement additionally applies to all Vendor-provided, agency-managed Infrastructure as a Service (laaS), Platform as a Service (PaaS), and Software as a Service (SaaS) solutions which will handle data classified as Medium Risk (Restricted) or High Risk (Highly Restricted) data.

(a) Vendors are strongly encouraged to provide a VRAR at offer submission. This report is located at the following website: https://it.nc.gov/documents/vendor-readiness-assessment-report

Upon request, Vendors must provide a completed Vendor Readiness Assessment Report for Non-State Hosted Solutions ("VRAR") prior to contract award. Failure to do so within seven (7) days of request will render the Vendor's offer as non-responsive.

- (b) Upon request, Vendors shall provide a current independent 3rd party assessment report in accordance with the following subparagraphs (i)-(ii) prior to contract award. However, Vendors are encouraged to provide a current independent 3rd party assessment report in accordance with subparagraphs (i)-(ii) at the time of offer submission.
 - (i) Federal Risk and Authorization Management Program (FedRAMP) certification, SOC 2 Type 2, ISO 27001, or HITRUST are the preferred assessment reports for any Vendor solutions which will handle data classified as Medium Risk (Restricted) or High Risk (Highly Restricted).
 - (ii) An laaS vendor cannot provide a certification or assessment report for a SaaS provider UNLESS permitted by the terms of a written agreement between the two vendors and the

scope of the laaS certification or assessment report clearly includes the SaaS solution.

(c) Additional Security Documentation. Prior to contract award, the State may in its discretion require the Vendor to provide additional security documentation, including but not limited to vulnerability assessment reports and penetration test reports. The awarded Vendor shall provide such additional security documentation upon request by the State during the term of the contract.

Confirmed. Neighborly Software will provide additional security documentation, including but not limited to vulnerability assessment reports and penetration testing results. Security is a top priority for Neighborly Software, and we maintain a rigorous security posture through regular third-party evaluations and continuous monitoring.

We proactively address risks identified in the OWASP Top 10 and conduct annual penetration tests through independent security firms. In addition, we perform quarterly vulnerability scans and maintain a formal process for identifying and remediating issues.

Neighborly Software is SOC 2 Type II certified, with our most recent audit completed in April 2025. The audit concluded with an unmodified opinion, reflecting full compliance—considered the highest assurance level in the industry.

We also leverage best-in-class partners including Microsoft, Cloudflare, and CrowdStrike to continuously validate our infrastructure and endpoint security. Our platform is hosted in the Microsoft Azure Cloud, a FedRAMP-authorized environment, which provides advanced encryption, secure hosting, redundancy, and disaster recovery capabilities.

In addition to our *VRAR* (pg. 204-225) and *SOC 2 Type II* (begins on pg. 366) report, please see pg. 277 *Security and Compliance*, pg. 278-279 *Security Overview*, and pg. 226-227 *Platform Architecture Neighborly Software*.

3.3 Enterprise Specifications for Applicant-Facing Technology Solutions 3.3.1 ARCHITECTURE DIAGRAMS

The State utilizes architectural diagrams to better understand the design and technologies of a proposed solution. The two diagrams we are requesting are the Network Architecture and Technology Stack. Details on these diagrams can be found at the following I ink: https://it.nc.gov/resources/statewide-it-procurement/vendor-engagement-resources#Tab-Architecture-1192

It is strongly encouraged to submit the Network Architecture and Technology Stack at offer submittal however they must be supplied upon request prior to contract award. Failure to do so within seven (7) calendar days of the State's request will render the Vendor's offer to be non-responsive.

There may be additional architectural diagrams requested of the vendor after contract award. This will be communicated to the vendor by the agency as needed during the project.

Neighborly Software has included our *Network Architecture and Technology Stack* on pg. 226-227 of this response.

3.3.2 SOLUTION ROADMAP

A Solution Roadmap defines the vision and strategic elements of the solution. The Solution Roadmap is a plan of action for how a Solution will evolve over time. The minimum content should include:

- a) Vision for the solution
- b) High-level functionality expected for each solution release into production environment
- c) High-level timeline
- d) Description of how customer feedback is collected and incorporated into solution enhancements

Describe the solution roadmap for your product. Include content on release strategies for functionality, roadmap for technical architecture, how scalability of solution is planned.

Since our inception in 2016, Neighborly Software has revolutionized the administration of government-funded programs nationwide. Our cloud-based platform now serves over 600 cities, counties, and states, offering tailored solutions that streamline processes, enhance regulatory compliance, and deliver actionable, data-driven insights. Purpose-built for public sector programs, Neighborly Software simplifies everything from enrollment to payment distribution, allowing government entities to focus on maximizing the impact of their community initiatives.

At Neighborly Software, we are a purpose-driven team passionate about supporting low-income families and vulnerable populations. We believe community development is one of the most impactful and sustainable ways to create social and economic good. This belief is embodied in our core mission, "Helping Communities Help People." Our software is designed with this mission at its core, offering a user-friendly experience that drives operational efficiency while also ensuring an exceptional experience for our clients, who we proudly refer to as our "Neighbors."

Today, over 40% of HUD entitlement jurisdictions across the U.S. rely on Neighborly Software to manage one or more of their grant programs. This widespread adoption underscores the platform's role in making a meaningful, lasting impact on communities nationwide. As we continue to grow, Neighborly Software remains committed to empowering governments to more effectively deliver critical services to their citizens, ensuring that those most in need benefit from these vital programs.

The reason Neighborly Software has grown so quickly and maintained 99%+ client retention is because the voice of the client is at the center of everything we do. We build solutions our clients want and need—ensuring our platform continuously evolves in alignment with real-world program requirements.

Clients can provide feedback through several channels:

- **Direct Interaction with Strategic Account Managers (SAMs):** Each client is paired with a dedicated SAM who serves as a direct line for feedback, feature requests, and support.
- **In-Platform Reporting Tools:** Clients can suggest enhancements or report issues directly through the software interface, allowing feedback to be captured in real time.
- **Embedded Vitally Surveys:** We leverage in-app surveys via Vitally to collect structured feedback, which is reviewed by our Client Operations leadership.

All incoming feedback is reviewed monthly by both the Client Operations team and a cross-functional Product Council. This council includes representatives from product, engineering, and support functions, and prioritizes enhancements based on client impact, operational efficiency, and strategic alignment with our roadmap.

Neighborly Software employs the Agile/Scrum product development methodology, with two-week

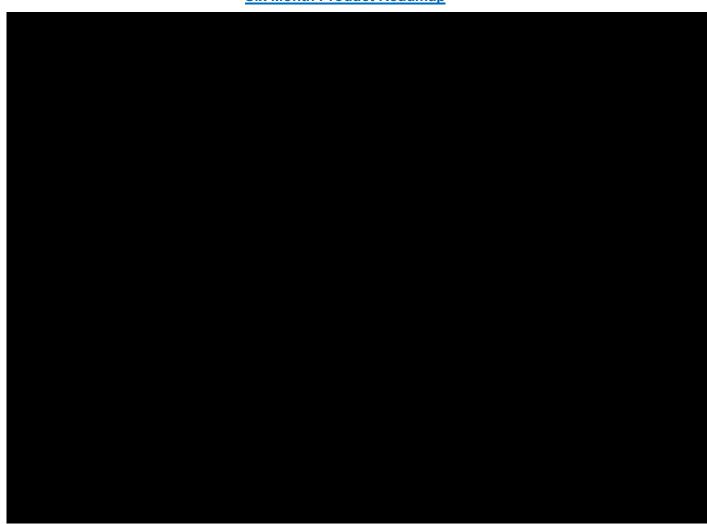
sprint cycles that support fast, iterative development. Each Scrum team consists of a product manager, technical engineers, and quality assurance engineers who collaborate closely to deliver client-centric functionality. We maintain a dynamic six-month rolling roadmap that reflects current priorities while reserving sprint capacity to address urgent or emerging client needs—ensuring our responsiveness remains as agile as our development.

As enhancements move through design and development, we proactively close the feedback loop. Clients are notified when their suggestions are prioritized, client-driven updates are highlighted in release notes, and SAMs follow up directly with clients who submitted or are impacted by specific requests. This continuous, transparent cycle helps us strengthen client relationships and ensure the platform is always evolving to meet their needs.

It's important to note that, as a multi-tenant SaaS solution, all clients automatically benefit from newly released functionality—there's no need for costly upgrades or re-implementation. Your SAM will work with you to identify, configure, and maximize the value of any new features that align with your program needs.

The table below provides an overview of our current six-month rolling product roadmap.

Six Month Product Roadmap



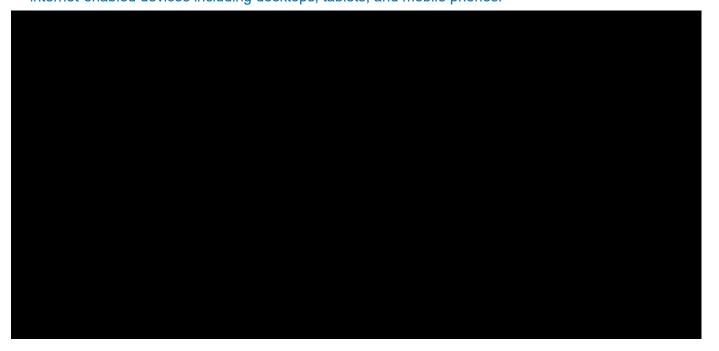


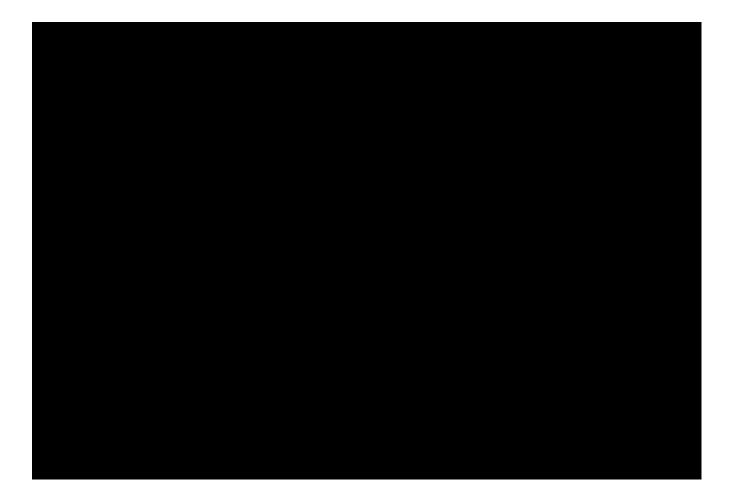
3.3.3 IDENTITY AND ACCESS MANAGEMENT

The proposed solution must externalize identity and access management. The protocols describing the State's Identity and Access Management can be found at the following link: https://it.nc.gov/services/vendor-engagement-resources#Tab-IdentityAccessManagement-1241

Describe how your solution supports the above protocols, as well as making them available for application integration/consumption.

Neighborly Software is a cloud-based, web-accessible platform that supports secure access and robust identity management across a variety of user types. The system is designed to be accessible through any modern web browser (Chrome, Edge, Firefox, Safari) and dynamically renders on internet-enabled devices including desktops, tablets, and mobile phones.





3.3.4 INTEGRATION APPROACH

supported, integrations platforms, adaptors, APIs, and the like.

Describe proposed solution capabilities to interoperate with other solutions. Identify the standards



Together, these integration capabilities provide a flexible, secure, and scalable framework that enables Neighborly Software to meet a wide variety of agency needs while aligning with the State's technology and data strategies.

3.3.5. DISASTER RECOVERY AND BUSINESS CONTINUITY

Describe the proposed solution capabilities related to the following areas:

Disaster Recovery Plan (DRP) – describe how proposed solution supports Recovery Point Objectives (RPO) and Recovery Time Objectives (RTO) metrics.

System Backup – describe backup plan capabilities.

Disaster Recovery Testing – describe the frequency and test procedures for end-to-end disaster recovery testing. Business Continuity Plan (BCP) – describe capabilities proposed solution can provide in support of agency's continuity of operations and incident responses.



Please see pg. 280-281 for our full *Disaster Recovery and Business Continuity Policy*, and pg. 282-289 for our 2024 DR & BC test.

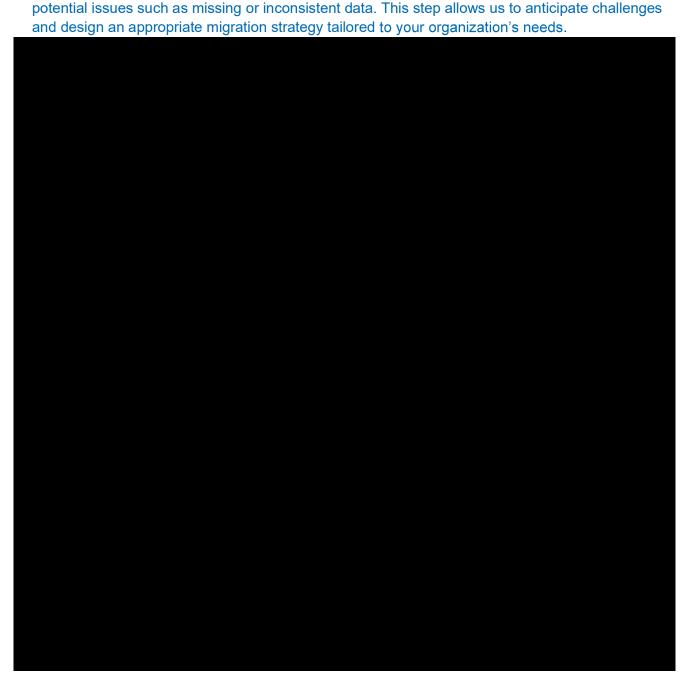
3.3.6 DATA MIGRATION

Describe approaches available for data conversion and/or data migration to load current data into proposed solution.

We understand that active application data and historical records may need to be imported and mapped accurately. Our team works closely with your organization to develop a customized migration plan that ensures data integrity, security, and compliance. Below is an overview of our comprehensive approach:

1. Assessment.

We begin with a thorough analysis of DCR's existing data, identifying source systems, formats, and



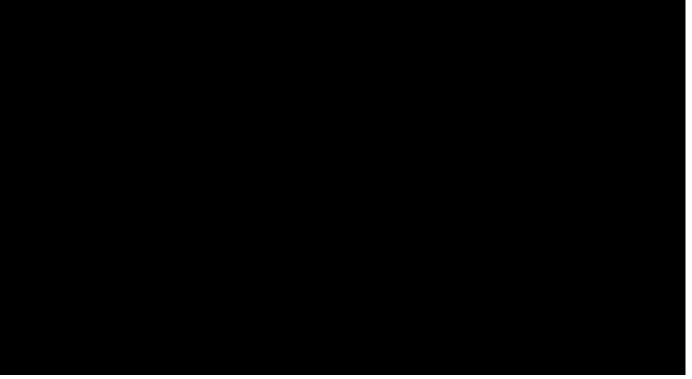
8. Compliance and Audit Readiness

We recognize the importance of maintaining audit trails and compliance during and after data migration. Neighborly Software is designed to meet strict auditing requirements, and all migrated data is tracked, securely stored, and accessible to meet any auditing or regulatory needs. Our structured and collaborative approach helps ensure your data is transitioned smoothly, accurately, and securely setting a strong foundation for success in the Neighborly Software platform.

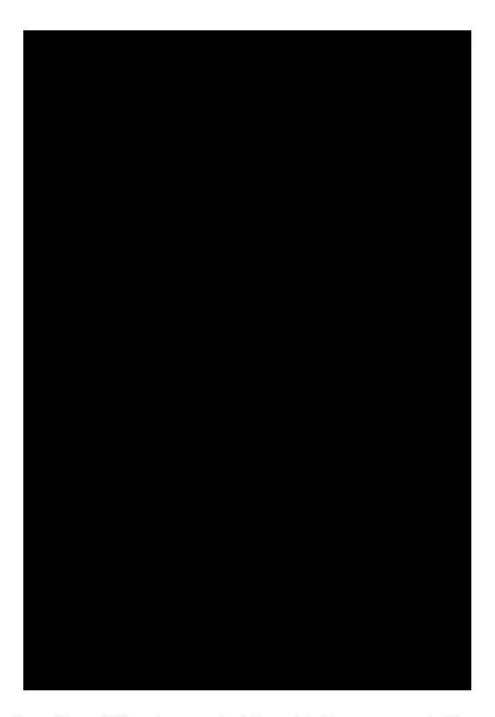
3.3.7 APPLICATION MANAGEMENT

Describe how the proposed solution monitors and reports the metrics on system performance.



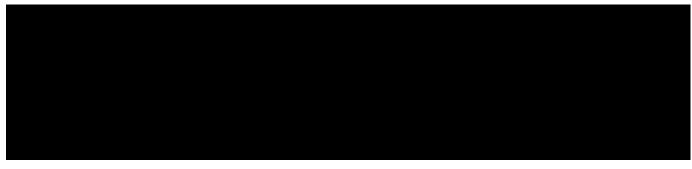






Describe the audit capabilities of proposed solution related to management of the application.





Together, these capabilities ensure that all actions within the system are fully traceable, that original records are preserved for compliance purposes, and that your organization has the transparency needed to meet rigorous audit standards.

3.3.8 ACCESSIBILITY

Describe how the proposed solution complies with industry accessibility standards.

Provide product documentation that demonstrates how the proposed solution is digitally accessible or if not fully accessible, provide the roadmap with timeline for remediation.

Standards include:

- a) W3C Web Accessibility Initiative Web Content Accessibility Guidelines (WCAG) 2.1: https://www.w3.org/TR/WCAG21/
- b) Section 508: https://www.section508.gov/
- c) Voluntary Product Accessibility Template (VPAT®): https://www.itic.org/policy/accessibility/vpat

Neighborly Software is fully committed to delivering an inclusive and accessible user experience that complies with leading accessibility standards and best practices. Our solution is designed to ensure equitable access for all users, including individuals with disabilities and those facing technology access barriers. Neighborly Software is fully committed to delivering an inclusive and accessible user experience that complies with leading accessibility standards and best practices. Our solution is designed to ensure equitable access for all users, including individuals with disabilities and those facing technology access barriers.

To ensure compliance, Neighborly Software's public facing solution undergoes an annual third-party accessibility audit, resulting in an updated VPAT assessment that validates adherence to WCAG 2.1 AA and Section 508 standards. This rigorous review ensures that our platform is accessible to users with a variety of needs and is compatible with assistive technologies. A current VPAT report is available upon request.



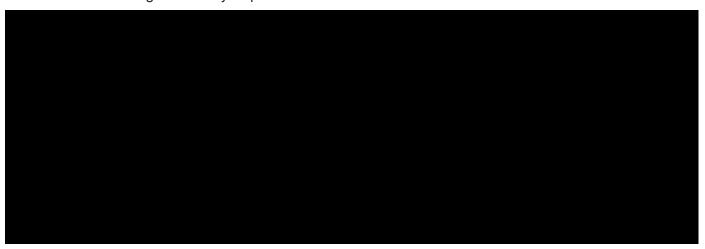




3.4 Enterprise, Services, and Standards

Vendors can refer to the Vendor Resources Page for information on North Carolina Department of Information Technology regarding architecture, security, strategy, data, digital, identity and access management and other general information on doing business with state IT process.

The Vendor Resources Page found at the following link: https://it.nc.gov/vendor-engagement-resources. This site provides vendors with statewide information and links referenced throughout the RFP document. Agencies may request additional information.



3.5 Business and Technical Specifications

DCR seeks a functional, fully implemented, vendor-maintained Grant Management Software System that meets the requirements of this RFP. DCR prefers a disaster recovery expert vendor who understands the type of technology needed to successfully administer a complex and evolving grant management system.

In your offer, please describe your solution and technical approach in response to the specifications.

3.5.1 Describe how you identify and employ a Technology Manager responsible for delivering the technology solution.



For this engagement, the following senior-level team members will be assigned:

- Sandy Macenat will serve as the Technology Manager, responsible for overseeing the end-to-end
 implementation of the solution. Sandy has led CDBG-DR implementations in Sarasota County, the
 State of California, and the State of Oregon, and brings a proven track record of managing technical
 execution, including configuration, data migration, integrations, testing, and launch.
- Tanya Rustin will serve as the Senior Director of Client Success and Strategic Accounts. Tanya will be the primary point of contact for DCR throughout implementation and for the life of the program. She is responsible for ongoing support, training, enhancement requests, and long-term strategic success. Tanya has supported high-impact, federally funded initiatives, including My Safe Florida Home, Texas ERAP, California ERAP, and Oregon CDBG- DR.
- Ali Garrison will serve as a SME, providing deep expertise in large-scale federal funding, compliance, complex technology deployments, eligibility, and operational execution. Ali brings an unmatched depth of knowledge across federal program lifecycles
- Sarah Bohentin will serve as CDBG-DR Compliance Expert, with end-to-end experience leading the
 City of Jacksonville's disaster recovery programs—from inception to implementation. She developed
 and executed the City's fiscal strategy for Federal and State disaster funds, ensuring compliance
 while maximizing impact. Her expertise spans funding acquisition, planning, administration, and longterm program management, equipping her with the strategic and practical insight to lead effective,
 compliant recovery initiatives.
- Jason Rusnak, Co-Founder and President of Neighborly Software, will serve as Executive Sponsor.
 Jason brings 25+ years of government experience, including the past 10 years leading Neighborly
 Software. He has personally overseen the company's most complex implementations and will provide
 executive-level oversight to ensure DCR's success.
- Doug Montesano will serve as the Project Manager, with oversight from Tanya. Doug has his PMP
 certification and has over 12 years of experience leading complex technology projects across federal,
 state, and local government agencies. His expertise includes large-scale IT modernization, financial
 and grants management system implementation, stakeholder coordination, and risk-based delivery
 oversight.

Faraz Shamsi will serve as the Senior Business Analyst. He brings over 20 years experience in
grants management, program operations, data architecture, and federal reporting, as well as deep
technical and domain expertise in launching, scaling, and maintaining complex federal funding
systems. Faraz also has deep experience in launching large-scale programs empowered by
Neighborly Software.

This experienced, cross-functional leadership team will ensure that DCR receives white-glove service, strategic guidance, and a compliant, high-performing platform from kickoff through long-term operations.

3.5.2 Describe any additional functionality needed to successfully implement the system, as well as how you will build and maintain the system as needed for the program's success.

Neighborly Software is a purpose-built platform specifically designed for CDBG-DR programs and incorporates established best practices informed by years of experience supporting disaster recovery efforts nationwide. As such, no additional functionality or custom development is required to implement the system for DCR's program. All necessary functionality is already in place and will be configured—not custom developed—to meet DCR's unique programmatic needs.



3.5.3 Describe how you will develop and deploy the necessary technology to implement the grant management system.

Neighborly Software's grant management solution is already developed, in production, and utilized by over 600 public sector organizations across the country, including dozens of state agencies and disaster recovery programs. The platform has been specifically designed to support programs like CDBG-DR, requiring no custom development to meet the unique needs of disaster recovery grantees.

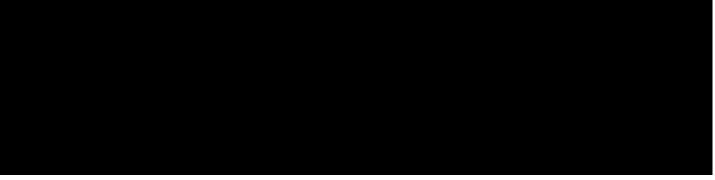
Neighborly Software is delivered as a Software as a Service (SaaS) solution. It is fully hosted on Microsoft Azure Cloud, which is FedRAMP certified, ensuring a high level of security, performance, and compliance. Because the solution is cloud-based, there are no installation or hosting requirements for DCR's IT staff. We handle all aspects of system performance, availability, backup, recovery, patching, and scaling.

The system is accessed via a web interface and dynamically renders on any internet enabled device, including mobile phones and tablets. Through our partnership with Microsoft, our solution automatically scales to meet the demand for server and data storage capacity. This ensures maximum uptime and efficient processing of each data request and transaction.

3.5.4 Describe how you supply and maintain a secure web-based technology to support the grant management system.

Neighborly Software delivers a secure, web-based grant management platform designed specifically for the public sector. With nearly a decade of experience supporting government agencies, we understand the critical importance of maintaining both robust security and a seamless user experience.





Our platform was purpose-built for government compliance and public sector security needs. We combine best-in-class cloud infrastructure, proven security practices, and responsive user design to deliver a secure, reliable, and accessible grant management system that supports the entire lifecycle—from intake through closeout and long-term retention.

3.5.5 Describe how you will maintain system access and functionality—including documents and reports—for at least five (5) years after program closeout.

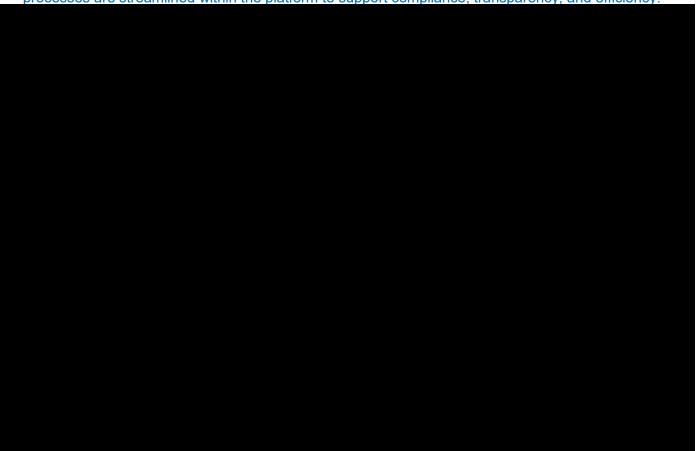
Neighborly Software ensures continued system access and functionality for a minimum of five (5) years following program closeout through a standardized operational model known as "Maintenance Mode." This model is widely adopted by over 90 ERAP and HAF clients and is specifically designed to meet federal and state data retention and audit compliance requirements.



3.5.6 Describe how the solution:

(a) Is capable of contract generation, change order processing, and closeout function.

Neighborly Software provides a comprehensive solution for managing the full lifecycle of grant-funded projects, including contract generation, change order processing, and project closeout. All related processes are streamlined within the platform to support compliance, transparency, and efficiency.



Together, these features ensure accurate documentation, efficient workflows, and full lifecycle visibility across all stages of project management.

(b) Handles payment processing: submission, tracking, reconciliation, and reporting of payments, including alignment with program-specific requirements.

Confirmed. Neighborly Software offers a robust financial management solution that fully supports the submission, tracking, reconciliation, and reporting of payments, all while aligning with program-specific requirements.



Neighb	orly Software supports multiple payment processing methods:
	(c) Handles management reporting, including real-time dashboards, exportable reports, custom KPIs, and program-level analytics.
solution analytic	ned. Neighborly Software provides a robust, end-to-end management reporting and analytics in that supports real-time dashboards, custom KPIs, exportable reports, and program-level cs—all designed to help DCR monitor performance, demonstrate compliance, and drive dataed decision-making.
IIIIOIIIIe	ed decision-making.



(d) Provides workflow automation, including configurable workflows, approval chains, status alerts, and notification triggers.

Neighborly Software provides powerful workflow automation tools, including configurable workflows, approval chains, status alerts, and notification triggers. The system's Rules Engine—often referred to as workflow automation—enables program-specific actions that are triggered by user interaction or time-based schedules. These automations are implemented via dynamic buttons placed on administrative steps or jobs that run at timed intervals.

Examples of configurable automation actions include:



These workflow automations provide the operational backbone for efficient, transparent, and scalable program delivery.

	Allows vendor			make	minor	changes	(e.g.,	forms,	user	access,	fields)	without
· · ·	when s	omethi	ng is s	saved,	error r	ses to use nessages progress	when	somet	hing g	goes wro	ng, an	
Confirmed. No ensure a sear	nless a	nd intui	tive ex	perien	ce. The	e system l	nas be	en des	igned	in collab	oration	with UI
designers and	acces	Sibility 6	experts	to inc	orporat	e effective	e visua	al and ti	unctio	nal cues	, includ	ing:

These features help guide users through the application and review process efficiently. With over 7 million applications submitted and processed through the platform, Neighborly Software consistently receives high marks from clients for its usability, clarity, and responsiveness.

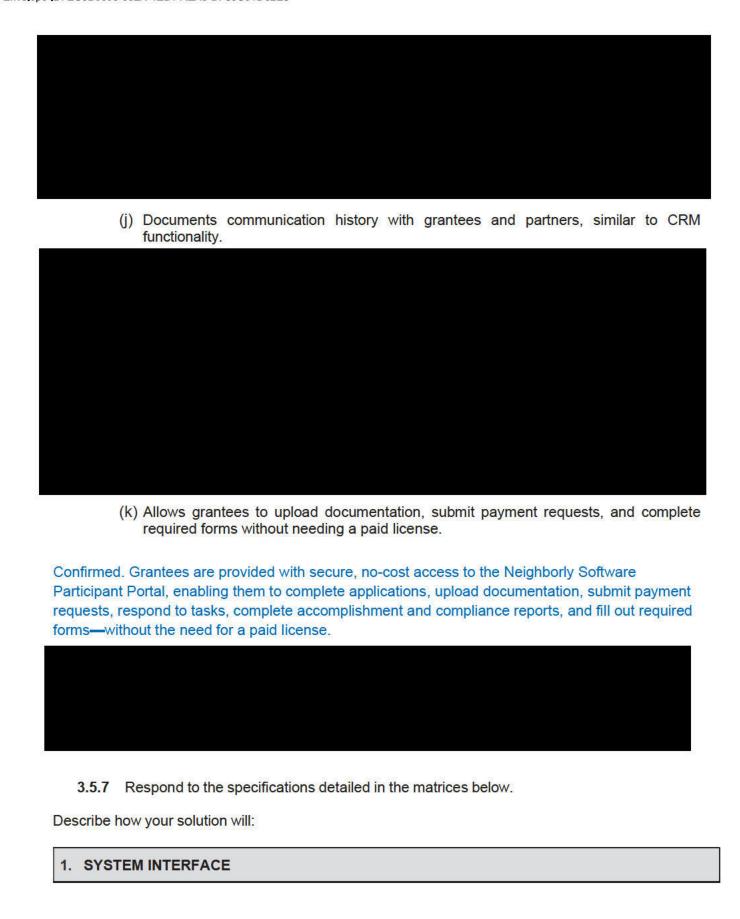
(g) Provides ease of navigation and correction (i.e. users should feel comfortable

navigating and exploring the system without fear of making irreversible mistakes). If an error occurs, will users be able to easily fix it—such as undoing actions, correcting entries, or recovering deleted information—without needing technical assistance?

, 3
Confirmed. Neighborly Software is designed to offer users confidence and flexibility while navigating and completing their tasks, with safeguards that prevent irreversible mistakes and reduce the need for technical assistance.
(h) Provides automated notifications: scheduled or triggered updates to internal and external users.
These features represent just a few examples of Neighborly Software's comprehensive and

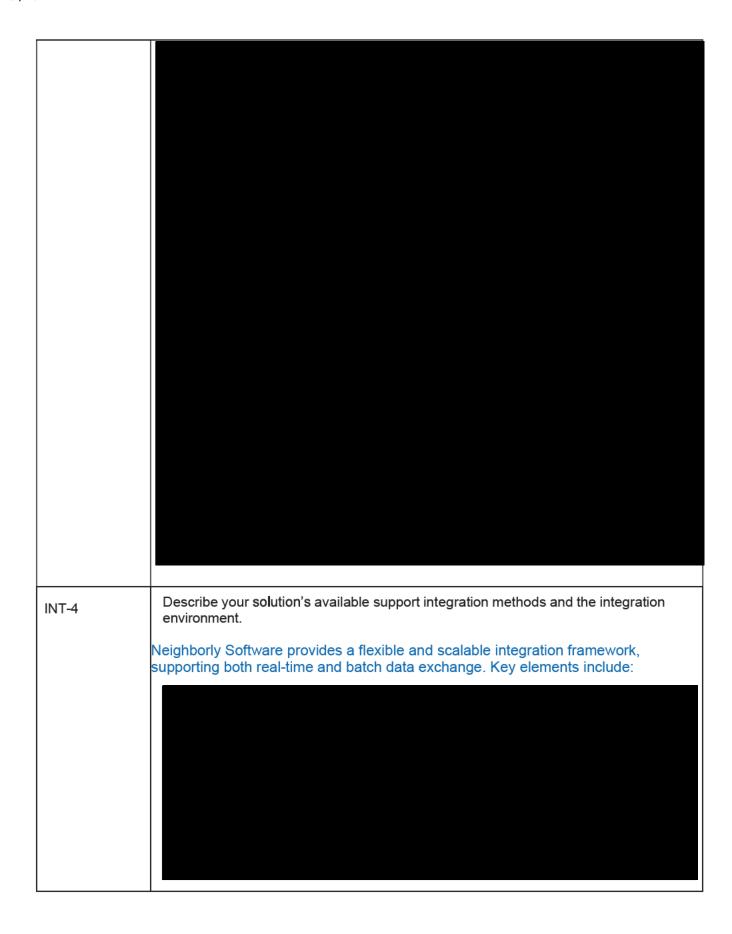
configurable automated notification capabilities, helping programs maintain transparency, enhance user engagement, and ensure timely action across all stakeholders.

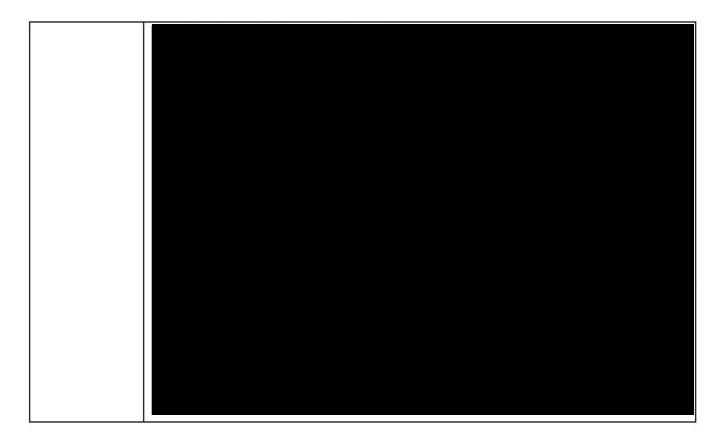
(1)	Allows for cross-program	reporting:	the	ability	to	query	and	report	data	across	multiple
	funding programs.										



Interface with other DCR applications to submit/transmit data and documents (at least daily): a. North Carolina Financial System (NCFS), which is the State's financial system b. Document Management Software INT-1 c. Adobe Software d. Awarded Implementation Vendor's Software e. Tableau, SmartSheet, and Microsoft Office Suite, specifically Power BI, Microsoft Word, and Microsoft Excel® f. Commonly used Enterprise Database Software

	This interoperability ensures the Neighborlytics platform aligns with DCR's requirements for daily data and document exchange with existing enterprise applications.
INT-2	Complete multiple tasks in real time, within the same record, including allowing real-time editing. Neighborly Software is a multi-tenant SaaS platform that enables real-time collaboration and updates across all user roles. The system is designed to support concurrent, multi-user access with no performance degradation, making it ideal for high-volume, fast-paced program environments.
INT-3	Interface with other applications such as those listed in INT-1, and any others identified by the Vendor, to search for and extract data.





Describe how your solution will:

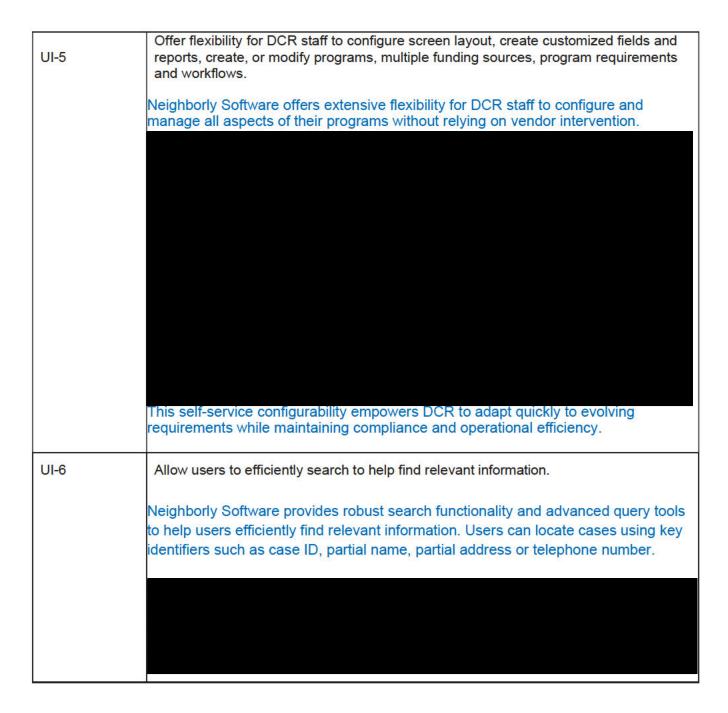
device or platform.

2. USER INTERFACE

UI-1 Be accessible through multiple client platforms and devices such as laptops, desktops (Microsoft Windows[®], Apple Mac[®], Google Chromebook[®]), tablets, smart phones (Apple iPhone[®], Google Android[®]) and other mobile devices. Neighborly Software features a fully responsive design that ensures seamless access and usability across all screen sizes and devices. The platform is accessible through multiple client platforms, including laptops and desktops (Microsoft Windows®, Apple Mac®, Google Chromebook®), tablets, and smartphones (Apple iPhone®, Google Android®). Neighborly Software supports all operating systems

mentioned, providing users with a consistent and reliable experience regardless of

UI-2	Support modern browsers (current version and one (1) previous version) and list all web browsers supported by the solution.
	Neighborly Software supports all modern web browsers, including both the current version and one previous version of each. Supported browsers include:
UI-3	Have a responsive design for mobile user access.
	Neighborly Software features a fully responsive design that automatically adapts to desktops, tablets, and mobile devices, ensuring seamless access and usability across all screen sizes.
UI-4	Be accessible to users with disabilities (including low/no-vision users), adhere to best practices established by the Web Accessibility Initiative (such as consistent use of the "title" tag on every webpage and using descriptive alternative text for any image that
	conveys information), and enable form fields to be accessible and usable by screen reading devices.
	Neighborly Software is committed to accessibility and inclusivity, ensuring that all users—including those with disabilities—can effectively use the platform. Each year, the system undergoes a third-party Voluntary Product Accessibility Template (VPAT) assessment to validate compliance with Section 508 and WCAG 2.1 AA standards.
	The platform adheres to best practices established by the Web Accessibility Initiative (WAI), including:
	 Consistent use of the <title> tag on every webpage Use of semantic HTML and ARIA tags to support screen readers and assistive devices Descriptive alternative text for images and icons Proper contrast ratios for readability, even for users with low vision Keyboard navigability across all form fields and controls Structured and accessible error messages and instructions </td></tr><tr><td></td><td>All form fields and interactive elements are designed to be fully accessible by screen reading devices. Labels, instructions, and error messages are structured with semantic HTML to ensure compatibility with assistive technologies. This allows users with low or no vision to navigate and complete applications independently.</td></tr><tr><td></td><td>By prioritizing accessibility, Neighborly Software delivers a user experience that is both compliant and inclusive for all applicants and staff.</td></tr></tbody></table></title>

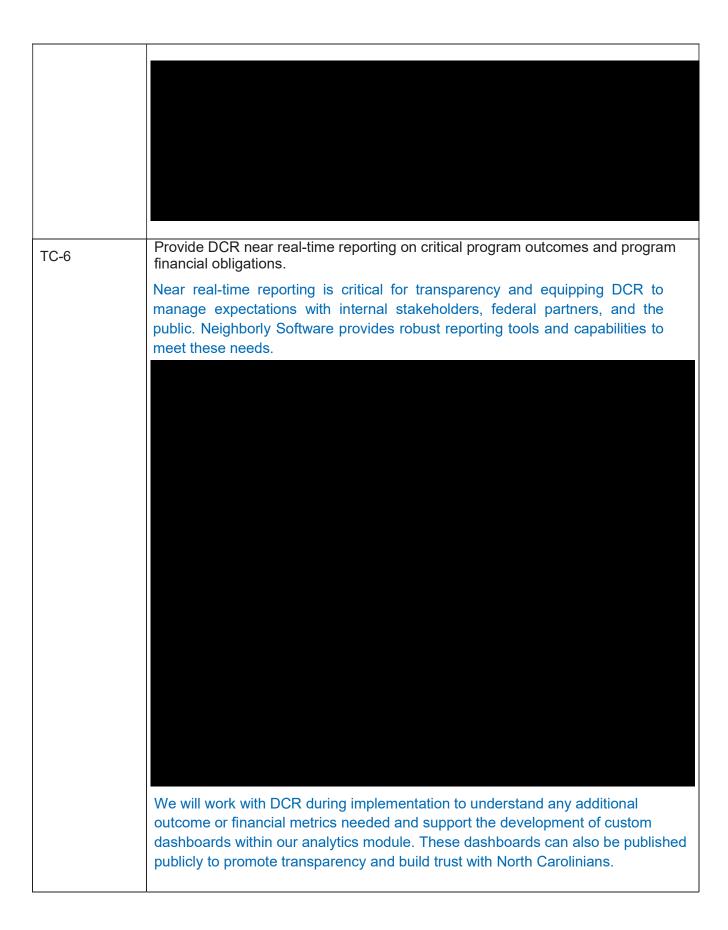


Describe how your solution will:

3. TECHNICAL	SPECIFICATIONS
TC-1	Be modular and scalable with business resiliency to accommodate all users.
	Neighborly Software is a modular, scalable platform built for business resiliency and high performance, capable of supporting all users regardless of scale or complexity. The platform includes all necessary modules to manage and deliver successful recovery programs—whether for hundreds or millions of applicants.

TC-2	Provide data exchange that conforms to non-proprietary and industry standard exchange format.
	Neighborly Software supports data exchange using non-proprietary, industry-standard formats, ensuring compatibility, transparency, and ease of integration. Our platform leverages a cloud-based Data Warehouse powered by Snowflake, enabling secure, scalable access to structured data.
	These options ensure flexible, standards-based data interoperability with external systems, helping agencies maintain efficient workflows and meet federal and state
	reporting requirements.
TC-3	Develop a secure interface to deposit and retrieve data between your solution, NCFS, and Awarded Implementation vendor's software.
	Neighborly Software is confident in its ability to develop a secure, bi-directional data interface between our platform, the NCFS financial system (Oracle), and HORNE's Canopy system.

TC-4	Work with State development teams to determine the data and communications needs for interfaces. During implementation, Neighborly Software's dedicated API and Data Integration Team works closely with DCR and State development teams to define the data and communication needs for all system interfaces. This collaborative process includes:
TC-5	Provide all necessary software licenses to support your team and DCR staff or its vendors, internal and external monitors/auditors, HUD, and other necessary parties required to support the disaster recovery process of western North Carolina. Neighborly Software provides all necessary software licenses to support DCR staff, its vendors, internal and external monitors/auditors, HUD, and other authorized parties involved in the disaster recovery efforts across Western North Carolina.



TC-7	Provide Data Validation of user inputs to ensure data accuracy, prevent errors, and streamlined information.
	Neighborly Software provides robust data validation functionality to ensure data accuracy, prevent user errors, and streamline information throughout the platform.
	The system performs automated quality checks and field-level validation to ensure that all user inputs meet predefined formatting and logic criteria. Fields can be configured as:
	Fields can be marked as required or optional. Required fields must be completed to proceed, and the system will not allow users to complete or submit a step until all required fields are filled correctly. If data is entered incorrectly or does not match the required format or data type, the system prompts users to correct the input immediately.
	Provide a certificate of insurance on a standard Acord form (or the equivalent) evidencing the Bidder's commercial general liability, professional liability, and any
TC-8	other liability insurance policies relevant to the proposed services. At minimum, cyber liability insurance should be ten million (\$10,000,000) per claim and commercial crime two million (\$2,000,000) per occurrence.
	Below are the insurance coverages provided in our standard contract for all of our public sector clients:

If Neighborly Software is awarded the contract we will procure the increased insurance amounts.

A certificate of insurance on a standard Acord form is attached on pg. 248.

4. AVAILABILITY

Describe service availability and how system errors or anomalies are reported to the State. The State prefers but does not require the following:

AVA-1

Priority	Response Target	Resolution Target	Nature of Resolution
Critical	One (1) hour	Four (4) hours or less	Workaround and product patch is provided; fix incorporated into future release
High	Two (2) hours	Eight (8) hours or less	Workaround and product patch is provided; fix incorporated into future release
Medium	Upon Request	Twenty-four (24) hours or less	Answer to inquiry(ies) and workaround provided; fix incorporated into future release
Low	Upon Request	Three (3) Business Days	Answer to inquiry(ies) and/or workaround or fix is provided

- Standard Ticket: Issue does not significantly impact operations, or there is a reasonable workaround available. We will use commercially reasonable efforts to respond and resolve ticket within eight (8) business hours.
- Priority Ticket: Software is usable, but some non-critical features are unavailable. We will use commercially reasonable efforts to respond to the ticket in 2 hours and resolve ticket within four (4) hours.
- Emergency Ticket: Issue has rendered software unavailable or unusable, resulting in critical impact to business operations and requires immediate resolution. We will use commercially reasonable efforts to respond to the ticket in one (1) hour and resolve the ticket in two (2) hours or less,

AVA-2

Describe how you will perform rapid configurability for evolving program requirements and workflows.

Neighborly Software is a highly configurable SaaS platform purpose-built for HUD programs and already optimized for CDBG-DR program requirements. Our solution is designed to rapidly adapt to evolving program needs without the delays or expense of custom development.

Neighborly Software has extensive experience supporting disaster recovery programs nationwide. Our team of experts has configured hundreds of DR activities and workflows and brings deep institutional knowledge of HUD regulations, program design best practices, and compliance standards. We routinely collaborate with agencies to implement rapid changes, share lessons learned, and optimize configurations based on real-world experience.

Our platform is intentionally built for flexibility—nearly all components (applications, checklists, forms, workflows, tasks, notifications, user roles, and reporting) are configurable via user-friendly administrative tools (See 1. Administrative Capabilities, pg. 270), without requiring any technical or programming skills. We frequently work with clients to make real-time adjustments to workflows, eligibility criteria (see 2. Determining Eligibility, pg. 270), required documents, notifications, and reports.

A prime example of our adaptability is our role as the largest software provider for the Emergency Rental Assistance Program (ERAP) in the country. During that time, ERAP guidance, compliance rules, and reporting requirements were updated weekly. Thanks to our flexible configuration model, Neighborly Software enabled clients to remain compliant and operational in real time—without interrupting application processing or service delivery.

We have a proven track record of speed and responsiveness:

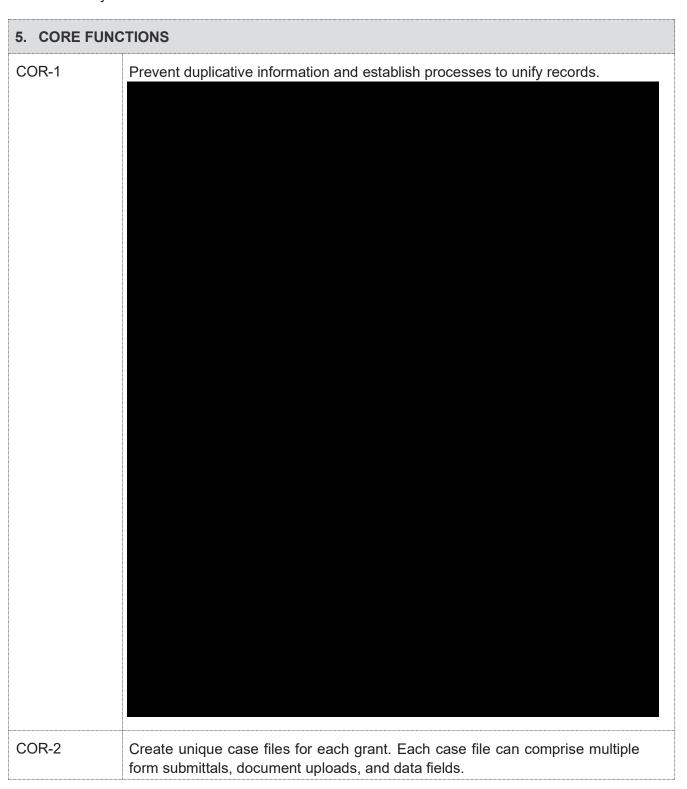
- Intake portals have launched in as little as 48 hours from contract execution for billion-dollar programs (e.g. Texas ERAP).
- Full CDBG-DR program configuration, including applications, workflows and reporting, has been achieved in under two weeks (e.g. Sarasota County).

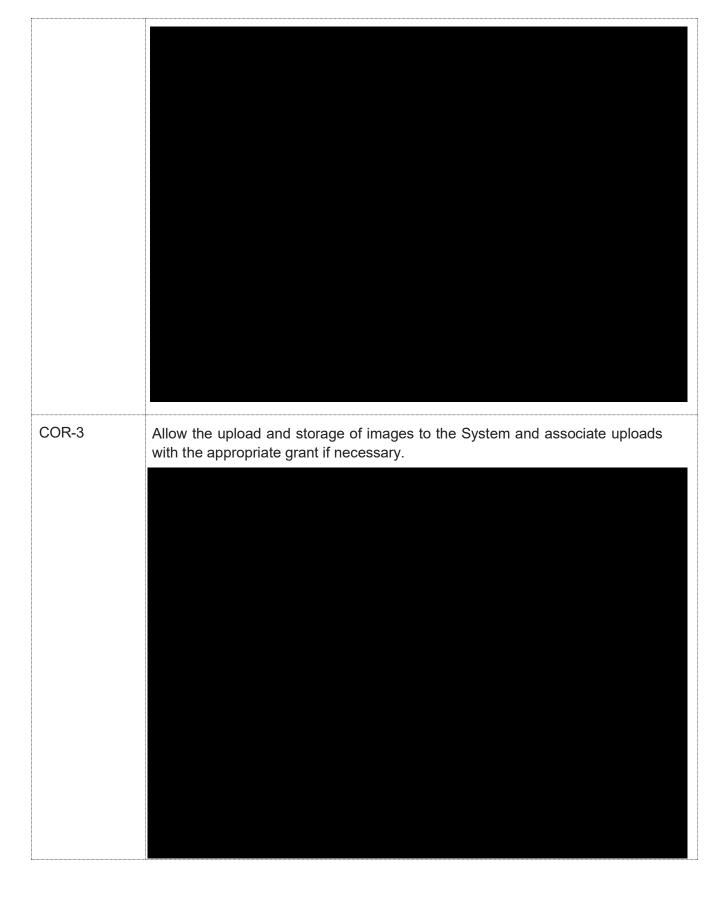
This rapid configurability is a direct result of our modern architecture and SaaS delivery model, which ensures all clients benefit from continuous platform enhancements, regulatory updates, and a shared knowledge base of best practices.

By choosing Neighborly Software, DCR will be empowered with a scalable, proven, and adaptable solution—enabling your team to stay focused on

recovery outcomes rather than technical configuration or system delays.

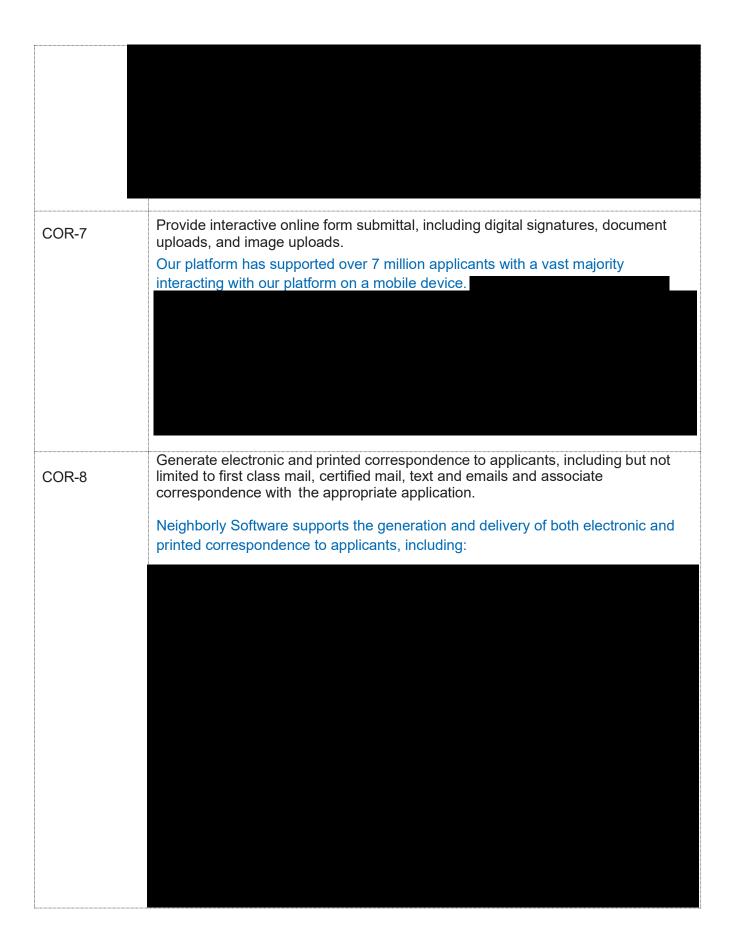
Describe how your solution will:

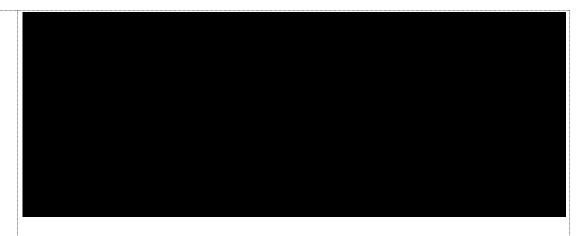




005.4	Allow authorized internal (DCR and/or its vendors) users to manually enter and update data in files, including the following:
COR-4	a. Review or approve status changes, if necessary.
	b. Notate audit or monitoring comments in the application and attachments.
	c. Notes regarding calls or discussions with applicants or others.

Search the System for records based on a variety of criteria entered, including: a. File number b. Grant name COR-5 c. Grant number d. Payment reference number Neighborly Software provides robust search and filtering capabilities to support quick access to records across all program areas. Users can search by: House templates for forms and correspondence. DCR must be able to update COR-6 letterhead, correspondence, and forms as required by the program.

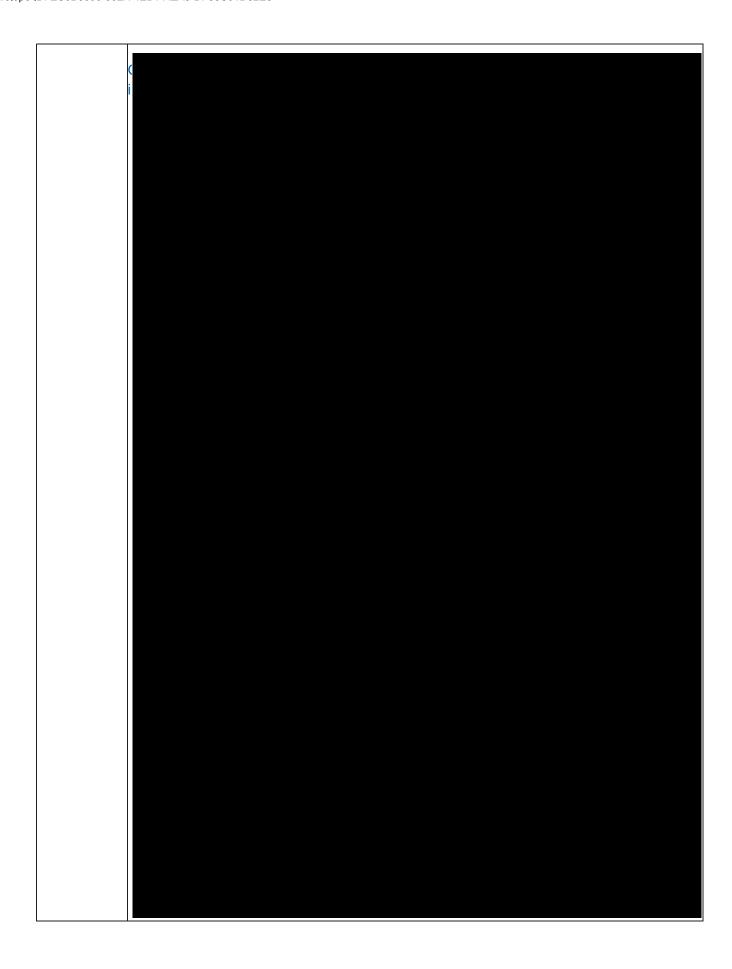




Neighborly Software collaborates with service providers to tailor outreach strategies that maximize engagement with target communities. By integrating the platform's communication capabilities with local resources, we ensure that outreach efforts are inclusive, accessible, and effective in promoting community participation and awareness, while meeting compliance and program goals.

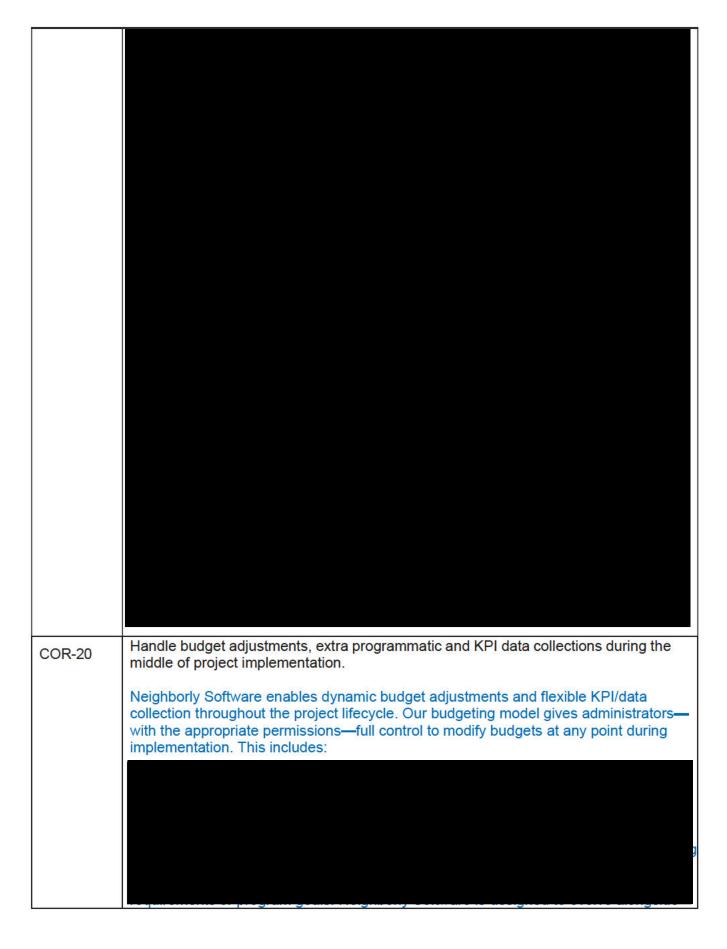
COR-9	Enable authorized users to view, update, and resend correspondence for an application or payment.
COR-10	Manage, track, and age process workflows, including notifications and/or correspondence appropriate to the process.
COR-11	Gather data elements from a variety of forms, recognizing the different types of forms.

COR-12	Provide an application dashboard to allow applicants to check the status of their own application.
COR-13	Provide a dashboard for DCR users to view all information submitted and the status of each file.
	For administrative DCR users, the main dashboard (see 7. Dashboard (Administrators), pg. 273) provides comprehensive insight into the entire grant management lifecycle. From this dashboard, administrators can:
	In addition, operational dashboards are available via our Power BI analytics suite, offering real-time visibility into:
	These reports can be filtered by county, case manager (see 8. Dashboard (Case Manager), pg. 273), demographic group, income level, and other key indicators.
	Beyond the standard dashboards, Neighborly Software or DCR staff can create custom dashboards and reports using our Snowflake and Power BI integration, ensuring that decision-makers have the actionable insights needed to drive results and meet program goals.
COR-14	Manage separate but related process flows related to an application and facilitate visibility and communication between separate teams to ensure programmatic coordination and compliance with federal regulation and state policies and procedures governing different programs.



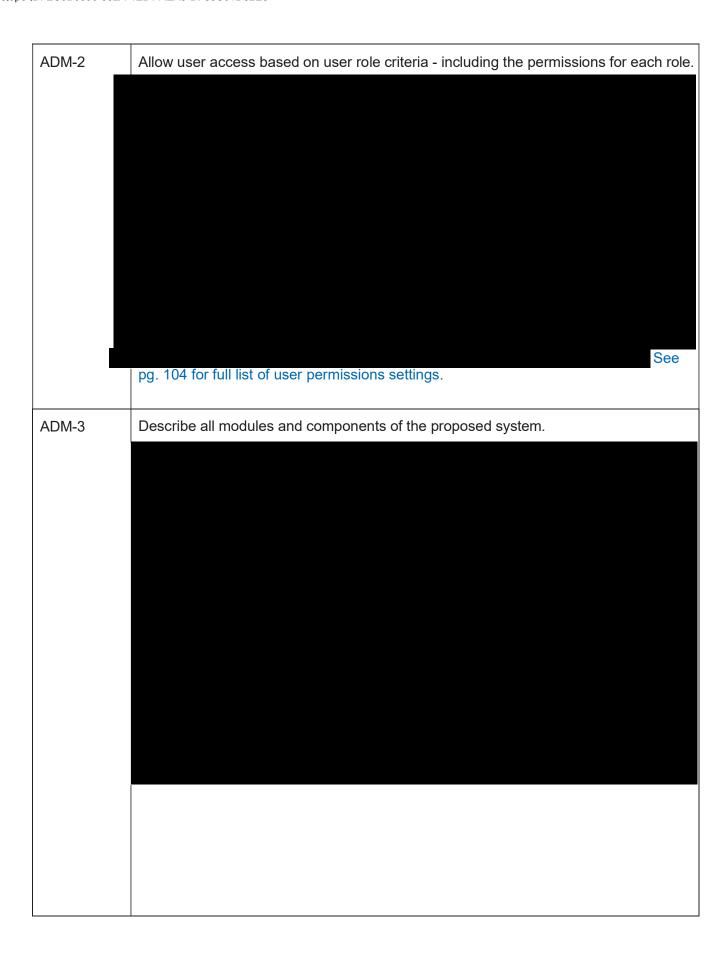
COR-15	Track special circumstances (for example, tracking title issues that need time to cure) with applications to ensure eligibility questions are resolved prior to award.
	By leveraging these capabilities, Neighborly Software ensures that special circumstances are closely tracked, and eligibility concerns are resolved before an award decision is made, minimizing delays and ensuring compliance with program requirements.
COR-16	Utilize grant project budgets, with approval workflows, which can tie to the general ledger.
COR-17	See 4. Budget Management, pg. 271. Track grant funding sources, allocations, obligations, expended and remaining funds across fiscal years (cumulative), and per fiscal years.
	across riscal years (curricialive), and per riscal years.

	This detailed tracking enables administrators to monitor the full financial picture of each grant in real time, including fund availability and obligations across multiple fiscal years. Reports and dashboards provide immediate insights for compliance, planning, and audit readiness. See 5. Funding Module, pg. 272.
COR-18	Refer to Section 3.3.4 Integration Approach (pg. 98-99) and 1 – System Interface (pg. 117-120) that explains holistic options for different software applications to communicate and exchange data to/from Neighborly Software.
COR-19	Provide strong data type validation to enforce data integrity. Neighborly Software provides robust data validation functionality to ensure data accuracy, prevent user errors, and streamline information throughout the platform.

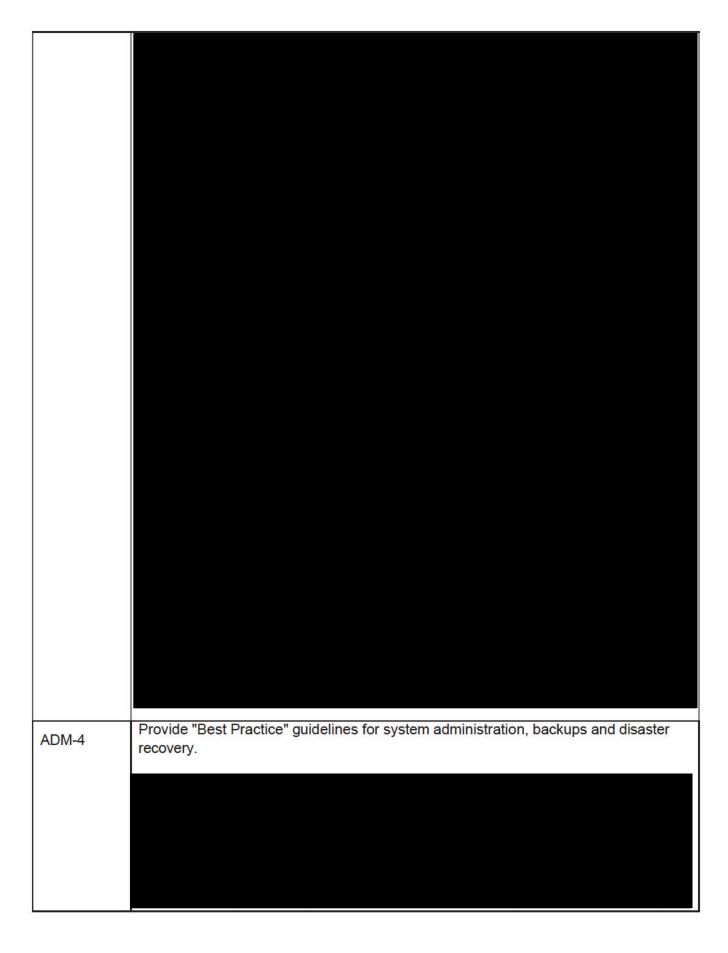


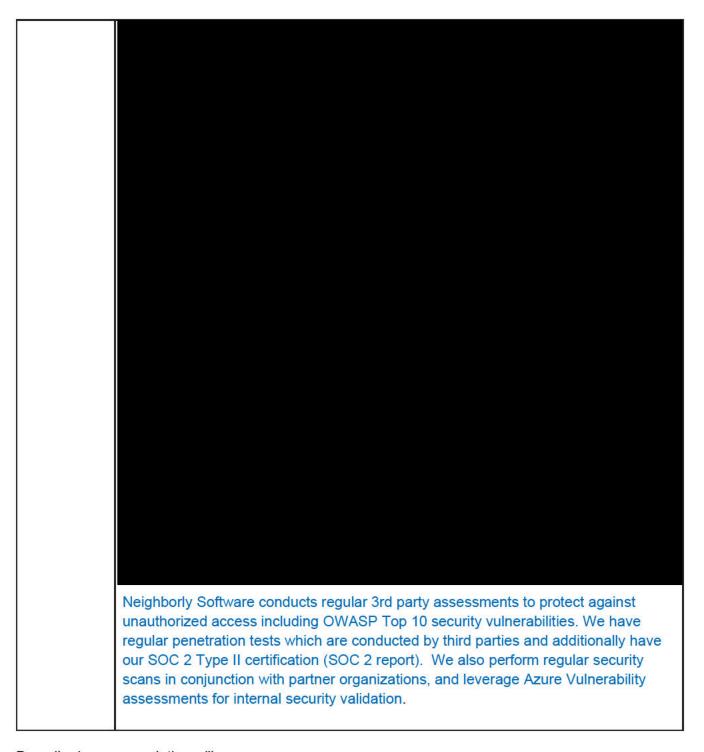


6. ADMINIST	RATIVE FUNCTIONS
ADM-1	Manage internal and external user access to the proposed Solution.
	Neighborly Software is a cloud-based, web-accessible platform that supports secure access and robust identity management across a variety of user types. The system is designed to be accessible through any modern web browser (Chrome, Edge, Firefox, Safari) and dynamically renders on internet-enabled devices including desktops, tablets, and mobile phones.



	Configurable Programs, Modular Features & Secure Portals
I	
	All modules and features listed below are included in the hosting and licensing fe
	All filodules and leadules listed below are included in the flosting and licensing le





7. FINANCIAL MANAGEMENT	
FIN-1	Combine supporting documentation and send DCR Finance an invoice with all the documents housed in the cost record.

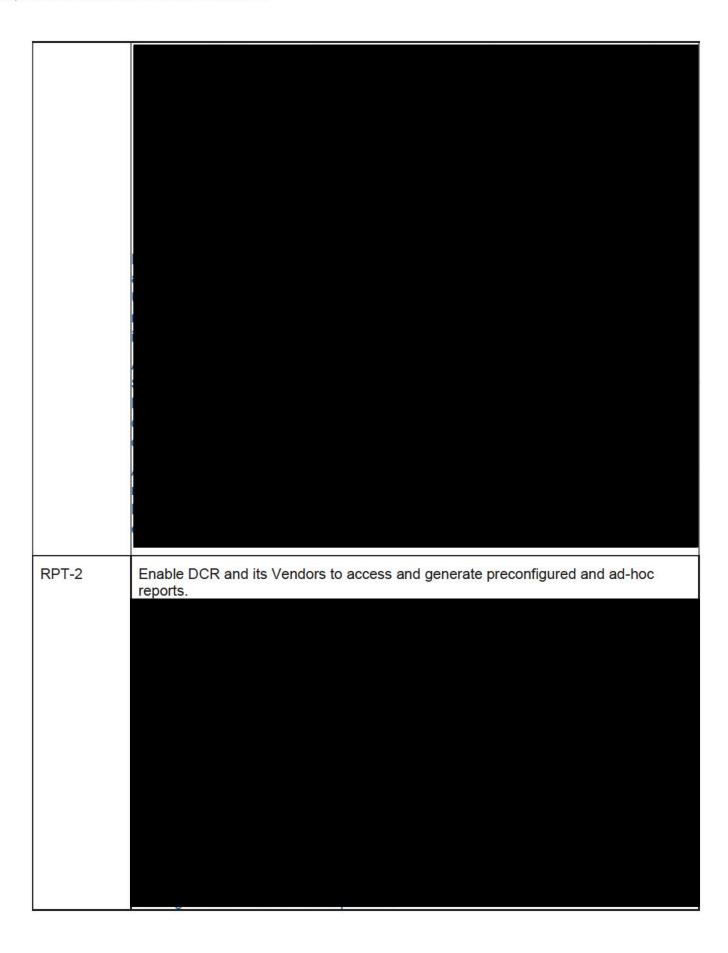
FIN-2	Upload and store W-9's, Vendor Electronic Payment (VEP) forms, and package information.
	Neighborly Software securely supports the collection and storage of W-9s, Vendor Electronic Payment (VEP) forms, and associated payment package documentation. Vendors can upload required documentation directly through the platform, including W-9 and VEP forms, and indicate their payment preference—ACH or paper check.
FIN-3	Upload wire or other documents back into the system.

FIN-4	Provide approval process flow.
	See 9. Budget Draw ID Example, pg. 274.
	Notify Finance users that there is package information in the Finance queue that
FIN-5	needs processing.
FIN-6	Receive payment and reimbursement information to be housed back into the system.

FIN-7	Generate bill payment reports. See 10. Funding Module (View Draws), pg. 274.
FIN-8	Manage returned checks, missing checks, returned payments, and manual data entry for recording purposes only (as needed).
FIN-9	Track the status of payments, with approval workflows, which can tie to the general ledger (for example, date payment/invoice was submitted, and date payment/invoice was paid by NCFS).
FIN-10	Handle "reverse" payments for funds return or payments to wrong party by mistake.



8. REPORTING	
RPT-1	Generate pre-configured and ad hoc reports with multiple output file types and sorting capabilities.



9. AUDITING Provide auditable logs on all system edits, deletes, and additions. Logs must include: a. Date and time an event occurs b. Objects affected c. Identity and role of the actor performing the activity. If an identity can be assigned AUD-1 multiple roles, or multiple roles can authorize the same activity, this would mean the role used to authorize the activity in this case d. Outcome (success or failure) of the activity e. Audit history of a record (original data retained) Provide logging capabilities including system events for purposes of monitoring, AUD-2 maintenance, and notification of system failures and/or performance issues. Neighborly Software is a SaaS solution hosted in the highly secure Microsoft Azure FedRAMP environment. As part of this hosted infrastructure, robust logging capabilities are in place to monitor system health, support maintenance efforts, and provide realtime notifications of system failures or performance issues. The platform captures detailed system events across key operational areas, allowing for comprehensive monitoring and diagnostics. This enables proactive identification and resolution of potential issues, ensuring reliable performance and minimizing downtime. Additionally, automated alerts notify appropriate technical teams in the event of system anomalies, failures, or degraded performance, enabling swift remediation and uninterrupted service for end users.

DAT-2

10. DATA MANAGEMENT (DESCRIBE HOW THE VENDOR'S SOLUTION CONFORMS TO THESE SPECIFICATIONS)

Back up and maintain data as it is related to any CDBG-MIT/DR Grant. CDBG Grants DAT-1 must be retained for a minimum of five years from closeout of the particular grant between DCR and HUD. As a part of the services, Neighborly Software is responsible for maintaining a backup of DCR's data and for an orderly and timely recovery of such data in the event that the Services may be interrupted. Neighborly Software maintains a contemporaneous backup of data that can be recovered within four (4) hours at any point in time within the last 35 days. A weekly backup of data is also available for 2 years. Automated back-ups are performed by SQL Azure and require no manual activities. Data will be retained for the life of the contract.

May 2025

current and historical transactions.

Migrate data at least daily from your Solution to DCR's Systems of Record to provide

DAT-3	Handle data import, export, and file transfer utility processes.
DAT-4	Acknowledge and agree that DCR will own all data that is related to the services provided and shall have access and permissions to the data at no additional cost.
	Confirmed. DCR will own all data that is related to the services provided and shall have access and permissions to the data at no additional cost.

DAT-5	Provide data to DCR upon termination of the Agreement. See Transition Out Specification ID (TR-2) a. Data access and migration At the end of the agreement, Neighborly will provide DCR, without charge and without any conditions or contingencies whatsoever with a final extract of your data in electronic format (csv file and case documents). Further, Neighborly will certify to DCR the destruction of any of your data within the possession or control of Neighborly, but such destruction shall occur only after the Data has been returned to DCR. Upon written request, and confirmed verbally with an authorized DCR representative, Neighborly Software will delete the Client-specific SQL Azure database and Azure Storage container in a manner that is non-retrievable. b. Batching process and automation of data transfer
DAT-6	Provide API to allow real-time data extraction using programming language

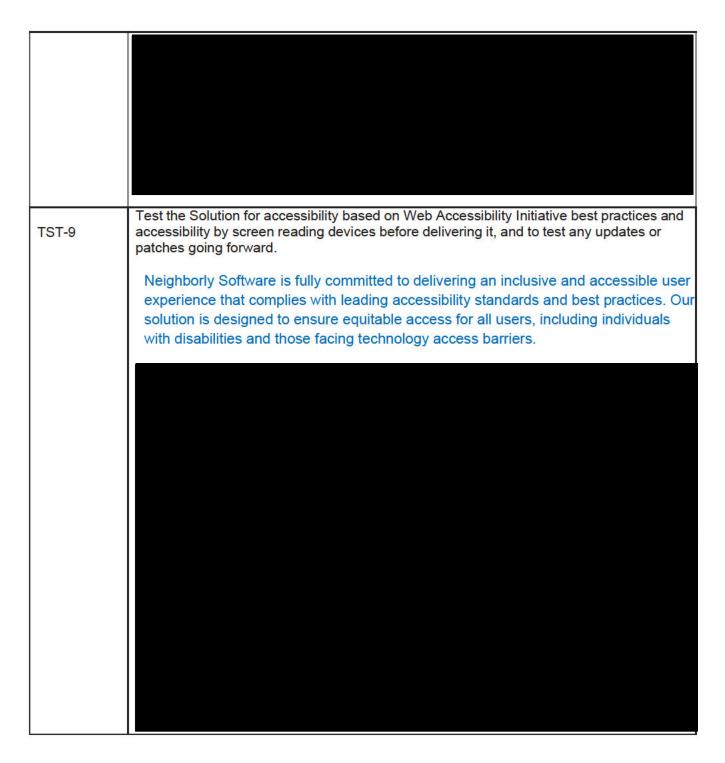


11. TESTING		
TST-1	Describe your Test Strategy Plan for a similar project size and scope.	
151-1	Describe your Test Strategy Plan for a similar project size and scope.	

TST-2	Collaborate with the State to develop a final Test Strategy Plan at the appropriate and approved time as specified in the approved Project Schedule.
TST-3	Provide a System Integration Test (SIT) Plan. Describe the review and feedback process you will use to verify the effectiveness of SIT Plan to test all system functionality and configurations; compliance with requirements and design; and interfaces with external systems.

TST-4	Document and remediate SIT defects reported by State staff. Provide a SIT Defect
151-4	Report template.
TST-5	Document and remediate User Acceptance Test (UAT) defects reported by State staff. Provide a UAT Defect Report template.

TST-6	Support the State to establish and load data into the test environments for SIT and UAT testing. This process includes providing test cases, core user licenses for SIT environment and application user guide.
TST-7	Provide application performance documentation including performance standards the product meets. May be presented in test results or certifications.
TST-8	Perform Hardware Configuration (if applicable) Testing, System Integration Testing, and Stress and Load Testing.



12. TRANSITION	
TR-1	Describe tasks and activities and your proposed Lauch Timeline schedule to ensure a successful technology launch.
	A successful roll-out strategy is more than just dates on a calendar. Rather, it is about making sure that all stakeholders are active participants in the change process. Neighborly Software has a proven implementation methodology that has been refined

over the course of over 600 successful public sector implementations. Our implementation cycle can range from as quick as 48 hours (COVID-19 Grants) to as long as thirty-two weeks depending upon the number of programs being implemented, the complexity of the programs and the responsiveness of our clients.

We understand that DCR's primary goal is speed. Neighborly Software is fully committed to a rapid platform launch. While our implementation timeline is flexible to meet evolving needs, based on the requirements outlined in this RFP, we are confident in completing full solution configuration, testing, and training for all four programs within eight (8) weeks.

Importantly, if DCR wishes to begin application intake earlier, the system can be configured to start accepting applications within one (1) week. This early launch of intake will not disrupt or delay the ongoing configuration of administrator functionality or other program elements. Our flexible platform architecture allows for staggered rollouts without impacting performance or user experience.

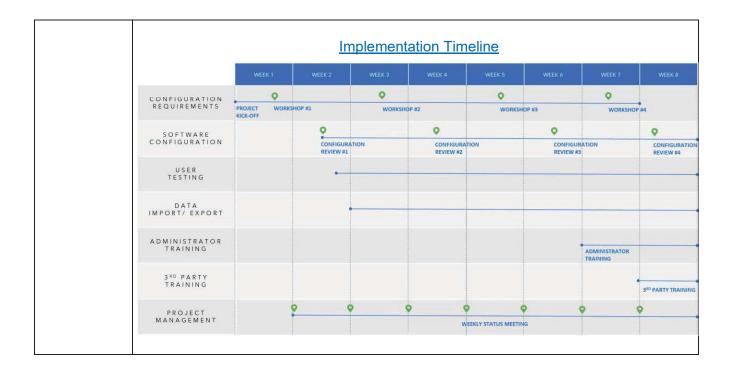
During the implementation, our team will leverage project management and best practices, including:

- Weekly status reports
- Project workplan vs actuals
- Project Risks/Issues log
- Task reports
- Monthly Steering Committee meetings

Any deviations from the agreed plan will be discussed during the weekly status meetings and escalated to the Steering Committee as appropriate. We recommend that the Steering Committee meet monthly to review project progress, resolve any open issues/risks.

	Implementation Activities For Each Program
EVENT	KEY ACTIVITIES FOR EACH PROGRAM
Kickoff Meeting	

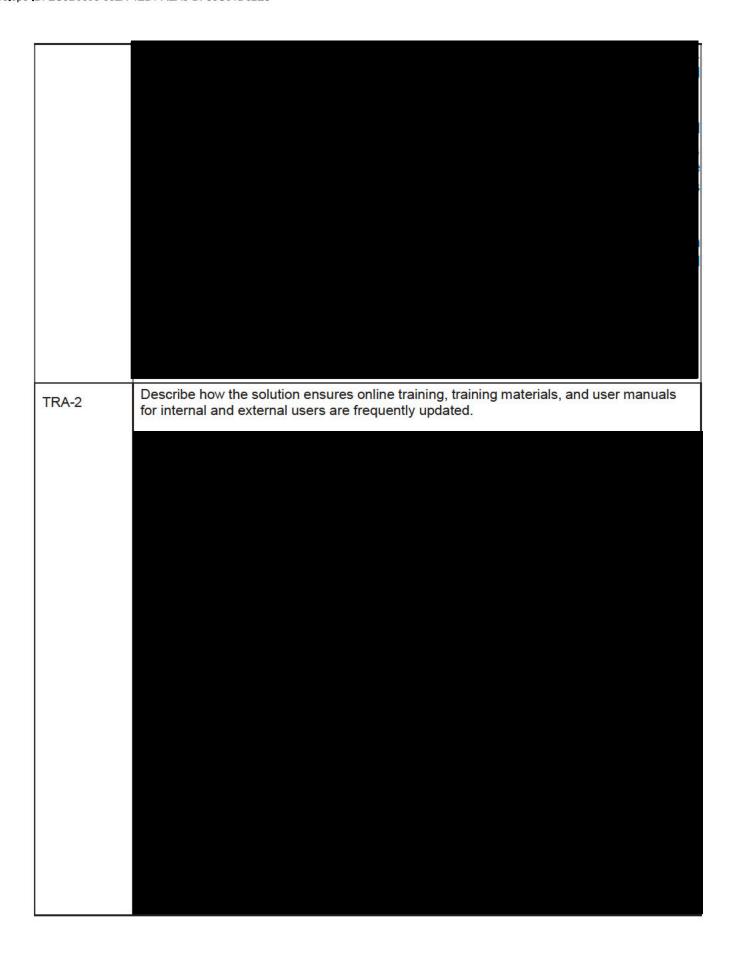
Configuration Workshops **Configuration Meeting** #1: Applicant Functionality Configuration Meeting #2: Administration Functionality Configuration Meeting #3: Subrecipient Contractor/ Developer Functionality **Configuration Meeting** #4: Reporting/Loans/ Payments Administrator User **Training** 3rd Party Training

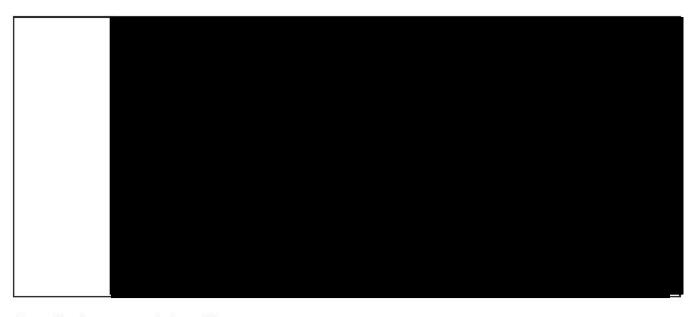


Describe your Transition-Out Plan that includes a schedule of tasks and activities to ensure successful transition out, addressing the items listed below. The State will review, approve and provide oversight of the transition. The development of the Transition-Out Plan will be delivered after program launch within the first year of the contract. a. Data access and migration b. Hardware c. Software d. Infrastructure e. Security TR-2 f. Architecture g. Network h. Firewall i. Performance j. Training Documentation k. Support Documentation (System Administration, Operations Model, DevOps, etc.) I. Telecommunications m. Reporting n. RAĆI

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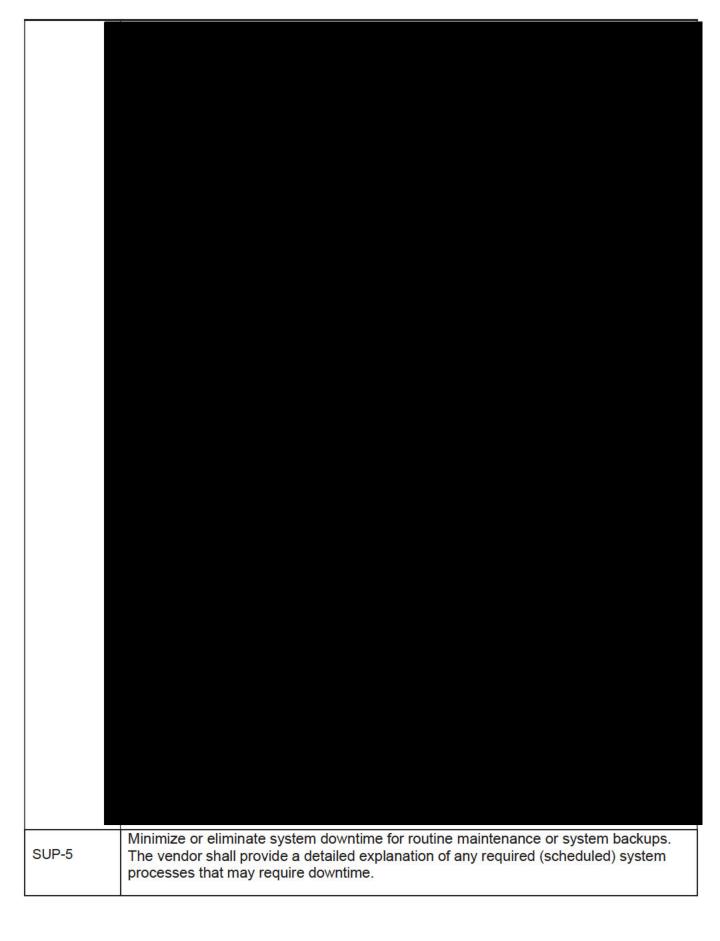
13. TRAINING		
TRA-1	Describe in your offer training of all aspects of the offered solution to include help desk, administrative, and user training as required to ensure programmatic success. Training may include DCR employees and its vendors. Describe any built-in training modules, tutorials, and accessible user guides for administrators and external users.	
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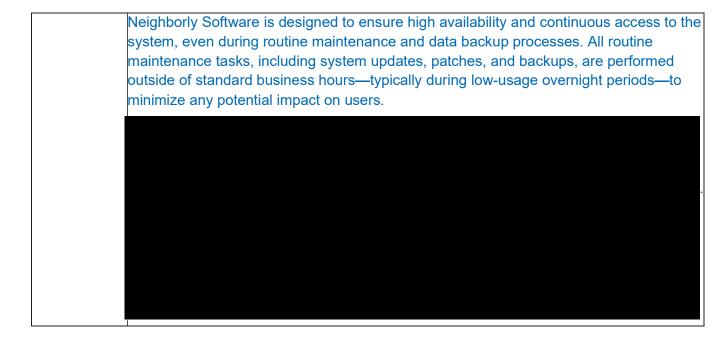




14. SUPPORT		
SUP-1	Provide technical support to applicants that mimics the office hours of the intake centers, 8:00 – 17:00 EST Monday – Friday.	
	Neighborly Software provides technical support through a toll-free phone line, email, and an in-app help icon available weekdays from 8:00 AM to 8:00 PM Eastern Standard Time, excluding federal holidays. We are committed to aligning our support availability with the operational hours of DCR intake centers to ensure responsive service to both staff and applicants.	
	All support requests are managed through ZenDesk, our centralized ticketing system, which allows for full visibility into ticket status, communication history, and performance reporting. Below are our standard response and resolution times for support tickets:	
	Standard Ticket: Issue does not significantly impact operations, or there is a reasonable workaround available. Neighborly Software will use commercially reasonable efforts to resolve ticket within eight (8) hours of notification.	
	 <u>Priority Ticket:</u> Software is usable, but some non-critical features are unavailable. Neighborly Software will use commercially reasonable efforts to resolve ticket within two (2) hours of notification. 	
	 Emergency Ticket: Issue has rendered software unavailable or unusable, resulting in critical impact to business operations and requires immediate resolution. Neighborly Software will use commercially reasonable efforts to resolve ticket within one (1) hour of notification. 	
SUP-2	Provide technical support to DCR and its vendors from 8:00 – 17:00 EST Monday – Friday.	
	Our platform provides technical support through a toll-free email, and an in-app help icon available weekdays from 8:00 AM to 8:00 PM EST, excluding federal holidays.	

SUP-3	Identify, report, track, and correct and resolve software defects and problems.
	In all instances of a major system failure, whether hardware (if Contractor provided) or
SUP-4	software related, effect corrective action within four (4) hours of problem reporting or escalate the problem to the next higher tier of support for immediate resolution at no added cost to the State.





Describe how your solution will:

15. PROJECT MANAGEMENT Provide a Project Manager (PM) for the duration of the project to work closely with the State PM to increase the likelihood of successful implementation of the System. The

PMO-1

State PM to increase the likelihood of successful implementation of the System. The proposed Project Manager will be the single point of contact for State management and coordination of its work performed under this contract. Describe how your proposed project team will coordinate with the State PM.

Our team typically supports clients through a team-based approach rather than assigning a single Project Manager, and we understand through Q&A that DCR is open to a model where a dedicated team provides project management, client success, and implementation support in lieu of a single vendor Project Manager.

We are pleased to propose **Doug Montesano** for the Project Manager role, supported by our holistic team. Doug brings deep experience managing complex, multistakeholder technology. His expertise includes large-scale IT modernization, financial and grants system implementation, stakeholder coordination, and risk-based delivery oversight. He will work closely with the State Project Manager to drive alignment across teams, oversee day-to-day progress, manage timelines and risks, and ensure the solution is delivered on time and in full accordance with DCR's requirements. He will be overseen by our Senior Director, Client Success & Strategic Accounts. We understand that DCR would benefit from a single point of contact for the work. Considering the size, scale, and priority of this work, we propose to manage communication through our Senior Director of Client Success & Strategic Accounts (Tanya Rustin – Resume Provided in Attachments). Tanya will coordinate with our holistic team, including the PM, Senior Business Analysts, and Technical Lead, to ensure an organized and responsive process for DCR.

PMO-2

The State prefers the proposed PM has prior experience managing large scale Grant Management projects and understanding of the full System Development Life Cycle (SDLC). The State prefers the proposed PM has PMP certification and at least five (5) years of prior Grant Management experience. Provide the resume of the proposed PM in your proposal.

Doug Montesano meets and exceeds the required qualifications for this role. He holds an MBA, is a PMP-certified Project Manager, and a Prosci Certified Change Practitioner, bringing both technical delivery and organizational change leadership to the role.

He has extensive experience managing:

- Statewide financial and grants system modernizations (e.g., Maryland Financial Management System, GEFA IRA Home Energy Rebates)
- System implementations and integrations
- Complex stakeholder and executive communications at the state and federal levels
- SDLC-aligned project delivery including requirements gathering, scheduling, and QA oversight

Doug has served as the engagement lead on IT transformation projects for agencies including the U.S. Department of Labor, State of Maryland, Georgia Environmental

	Finance Authority, and the New York City Department of Education. His ability to translate stakeholder needs into actionable technical plans, while balancing scope, quality, and speed of delivery, make him an ideal fit for DCR's needs.	
	Doug's resume is included on pg. 184.	
PMO-3	Provide a Senior Business Analyst, for the duration of the contract, to work in support of project management activities, SDLC processes and related tools to contribute to successful System implementation.	
	The Senior Business Analyst, supported by our holistic team, will ensure all aspects of project management, the system development lifecycle (SDLC), and related tools contribute to the successful implementation of the system. Our proposed Senior Business Analyst, Faraz Shamsi, has extensive experience serving state agencies in programs of similar size and scale.	
PMO-4	The State prefers the proposed Senior Business Analyst has at least five (5) years demonstrated knowledge and skills in business analysis, requirements management, test management and technical writing. The Senior Business Analyst should be able to work with large, complex application deliveries in a fast-paced environment. Provide the resume of the proposed Senior Business Analyst in your proposal.	
	We are pleased to propose Faraz Shamsi for this role. With over 20 years of experience in grants management, program operations, data architecture, and federal reporting, he brings deep technical and domain expertise in launching, scaling, and maintaining complex federal funding systems. He has played critical leadership roles in the administration of over \$3 billion in federally funded programs, including CDBG-DR, HAF, ERA, and IRA Energy Rebates. Faraz will work closely with DCR and the implementation team to:	
	 Facilitate and document requirements-gathering sessions Translate business and policy needs into system configurations and technical solutions Ensure traceability between requirements and final functionality Support configuration and validation activities Guide system usability and performance improvements over time 	
	His background in working with states, federal agencies, and technical vendors makes him a uniquely qualified partner to ensure DCR's needs are fully translated into a high-performing, compliant solution. Faraz's resume is included on pg. 186.	
D140.5	Provide a Technical Lead for the duration of the contract to work closely with the State	
PMO-5	technical team to contribute to successful implementation of the proposed Solution.	
	The Technical Lead will be assigned to DCR for the duration of the contract. Our proposed Technical Lead, Sandy Macenat , has experience serving missions of similar size and scale to DCR's mission. Sandy will work in lockstep with the State's technical team to define technical requirements, oversee integrations, ensure seamless configuration, as well as platform performance throughout the project lifecycle.	

PMO-6	The State prefers the proposed Technical Lead has at least five (5) years demonstrated knowledge and skills in leading a development team, and responsibility for the quality of its technical deliverables working with large, complex application deliveries in a fast-paced environment. Provide the resume of the proposed Technical Lead in your proposal. Sandy Macenat will serve as the Technical Lead for DCR. She is a seasoned disaster recovery leader at Neighborly Software, with more than a decade of experience supporting federally funded housing and community development programs. She leads Neighborly Software's Disaster Recovery & Mitigation team, overseeing full lifecycle system implementations—from configuration and training to launch and ongoing support.
	Sandy has successfully delivered high-impact DR solutions under compressed timelines, including the Sarasota Resilient SRQ launch completed in just three weeks. She specializes in workflow design, automation, duplication of benefits tracking, and complex rule logic—ensuring that clients achieve compliance and usability from day one. Her approach blends technical precision with client-focused adaptability, making her an essential partner in delivering programs that must evolve quickly while staying federally aligned. Sandy's resume is included on pg. 188.
	Carry's resume is included on pg. 100.
PMO-7	Unless otherwise approved in writing and in advance by the State, the proposed PM, Technical Lead, and Senior Business Analyst will be required to be in attendance (on-site or virtual) for project kick-off, initial gap analysis session, initial requirements gathering sessions, project implementation(s) and any other key project events the Program Management Office (PMO) identifies once the schedule is received.
	Neighborly Software is fully committed to supporting DCR throughout all required project management and milestone events as defined by the State. This includes onsite or virtual participation in the project kick-off, gap analysis sessions, requirements gathering, implementation milestones, and any additional events designated by DCR. Our commitment ensures continuity, clear communication, and seamless coordination across every phase of implementation and ongoing operations.
PMO-8	For Vendor's response to PMO-8, attach a draft Schedule and the associated Work Breakdown Structure in Microsoft Project compatible with MS® Project 2016 which shows phases, activities, tasks, milestones, and resource requirements. The State prefers an iterative delivery method.
	A draft project schedule and corresponding Work Breakdown Structure (WBS), formatted for Microsoft Project 2016, is included with this proposal. The attached PDF on pg. 228-247 represents an example of the Draft Schedule and WBS created in MS Project is included. Please note we do not have the ability to upload the actual MS project document in the RFP response system but are happy to provide it upon request.
	The schedule reflects an iterative delivery methodology, with clearly defined phases, milestones, and resource allocations across the Neighborly team. It is intentionally structured to support agile configuration, ongoing feedback, and early delivery of high-value functionality. Upon award, our team will collaborate immediately with DCR to review and refine the schedule to ensure it aligns with the State's goals and implementation priorities.

PMO-9	The proposed PM will collaborate with the State PM to schedule an on-boarding project kick-off meeting within ten (10) days of contract award, and provide a draft meeting agenda, and presentation. Within two (2) days of completion of the project kick-off meeting, the proposed PM will provide meeting notes and follow-up action items to the Program Management Office (PMO) project manager.
PMO-10	Within thirty (30) days following Vendor onboarding and the project kick-off meeting, the proposed PM will provide an updated Project Schedule and will work with the State PM to update and baseline the schedule.
PMO-11	At State's discretion, the Vendor may be required to use internal project templates during the course of the Contract. Below is the link to the State's Enterprise Project Management Office (EPMO) project management standards for reference. https://it.nc.gov/services/service-directory/project-management/project-approval-oversight-epmo . Include samples of specific templates within your proposal for document-based deliverables.
	We have successfully deployed systems for multi-billion-dollar, federally funded programs and will apply best practices refined through hundreds of system implementations to support DCR. In alignment with the State's expectations, our team will fully comply with any request to use internal project templates and adhere to the North Carolina EPMO's project management standards.

PMO-12

Provide weekly project status reports to the State PM beginning ten (10) days following project kick off. Weekly Project status reports will minimally include brief comments on overall project progress, project milestones with progress and next steps, project issues with recommended solutions, project risks with mitigation steps. Provide a project status report template as an attachment to your proposal.

Our team recommends holding weekly status meetings with DCR, at minimum, to maintain alignment and momentum. These meetings—along with accompanying project status reports—will begin the week following the project kickoff and no later than ten (10) days thereafter. In addition to scheduled weekly touchpoints, we remain fully available for ad-hoc meetings to address any time-sensitive or critical path items as they arise.

For each weekly status meeting, our team will come prepared with a comprehensive project status report that includes:

- Overall project progress
- Project milestones & status
- Next steps/action items
- Identified project issues & recommended solutions
- Identified project risk & mitigation steps

A sample status report template is included in the attachments on pg. 303. We will collaborate with DCR to ensure the format meets State expectations and tailor it as needed.

Provide a Draft Project Management Plan in your proposal as an attachment. At a minimum, the plan will include proposed overall methodology (e.g., waterfall, iterative, agile) project phases milestones, deliverables and resources. The State prefers an approach that provides value and rapid project delivery. Provide the following draft plans.

- a. Draft Change Management Plan. Ensure the Change Management Plan describes how changes in scope, cost and schedule will be handled and escalated throughout the project lifecycle. At a minimum, describe how changes will be identified, tracked, and classified, and how changes will be incorporated into the project or deferred.
- b. Draft Risk Management Plan. The Risk Management Plan will describe how risks will be identified and managed throughout the life of the project. The Risk Matrix will be updated for each status meeting during the project.
- c. Draft Quality Management Plan. The Quality Management Plan will define the quality requirements and/or standards for the project and its deliverables as well as document how the project will demonstrate compliance with those requirements and/or standards.
- d. Draft Staffing Plan and Organizational Chart. The Staffing Plan will include: 1) List of all key personnel along with their title, function, role, responsibilities, allocation and authority. Key personnel minimally include the proposed Project Manager, Senior Business Analyst and Technical Lead, 2) Suggested State staff with function, role, and responsibilities, and 3) An organization chart including key personnel.
- e. Draft Communications Plan. The Communications Plan will include what information is needed by certain individuals, how frequently the information should be delivered, form of information to be delivered (i.e., formal report, meeting, etc.) and the entity or person responsible for ensuring the communication is delivered. The type of information to be communicated will include reporting of project processes and progress as well as procedures and responsibilities for problem management and escalation.
- f. Draft Operations and Transition Plan. At a minimum, a draft plan should support the transition from the development and testing environment where the Offeror will implement changes to the production environment where the State implements changes and provides the day-to-day operational support. The updated Operations and Transition Plan delivered in PMO (14) will include cutover, controlled production, and operational readiness.
- g. Draft Training Plan. The Training Plan will include an appropriate training strategy to demonstrate how the System will be used by the business staff and Operations Support staff. At a minimum, the plan should include the training methodology, expected learning outcomes, the target audience and a sample training schedule.
- h. Draft Issues Management Plan. The Issues Management Plan will describe how issues will be identified, monitored, and resolved.
- i. Draft Implementation Plan. The Implementation Plan should provide a list of shared actions from scope to implementation the project team will need to perform for a successful project implementation.

Our team has supported grantees in delivering some of the fastest-moving and most dynamic programs in the nation's history. Backed by a proven project management framework and a highly configurable SaaS solution, we are equipped to drive rapid implementation while delivering lasting value. We approach every engagement as a true partnership—because achieving the ambitious goals of disaster recovery programs requires close collaboration, shared ownership, and agility.

We look forward to partnering with DCR to create immediate impact from Day 1. A draft Project Management Plan is included as an attachment on pg. 304-336 of this proposal. We will work closely with DCR to refine it and ensure it aligns with the State's unique objectives, requirements, and implementation preferences.

PMO-13

PMO-14	Provide an updated Project Management Plan, after collaboration with the PMO, within sixty (60) days of the project kick-off for State review and approval. In addition, the plan will include all relevant plan documents defined in PMO-13 and the Project Management Plan documentation to be updated when significant change occurs, including key resources, or at the request of the State PM. Complex programs naturally evolve over time, and our team is well-equipped to operate in dynamic, fast-changing environments. In alignment with PMO-13, we will submit an updated Project Management Plan—developed in close collaboration with the PMO—no later than 60 days after the project kick-off. Additionally, we will revise and resubmit the plan upon any material changes. All updated versions will include the full set of required components outlined in PMO-13 to ensure continued alignment with the State's expectations.
PMO-15	Provide the System Requirements document (includes mock-up screens and workflows) at the completion of the requirements gathering sessions according to the approved Project Schedule. With experience supporting over \$80 billion in federally funded programs—including \$7 billion in CDBG-DR—our team brings a robust baseline of system requirements, mock-up screens, and workflows that can serve as a valuable starting point for DCR. Rather than beginning from scratch, we will come to the initial discovery session with a pre-tailored version of our solution, informed by both the RFP and the outcomes of the kickoff meeting. This approach enables a faster start and gives DCR a concrete foundation to react to, refine, and align with program-specific needs.

PMO-16	Document and provide the Acceptance Criteria for requirements, design, and user acceptance of the Solution in accordance with the approved Project Schedule.
	Our process for Acceptance Criteria is outlined in further detail within Section 11. Testing.
PMO-17	Collaborate with the State to deliver the Deployment Plan during the Execute and Build stage of the project.
	Our process for Deployment Plan is outlined in further detail within Section 11. Testing.
PMO-18	Collaborate with the State to develop the Detailed Cutover Production Plan during the Implementation Stage of the project. It should include a production back-out plan.

Provide a summary of the project for closeout purposes in the form of a Final Project PMO-19 Report during the Project Closeout Phase. The Final Project Report should include final accomplishments, open issues, lessons learned and recommendations for future projects. At the conclusion of the programs, our team will submit a comprehensive Final Project Report to support formal project closeout and knowledge transfer as applicable. The report will summarize: Final accomplishments including system go-live, accomplishments, user training completion, and transition to operations Outstanding issues that may require continued monitoring or post-closeout support Lessons learned gathered through retrospectives with DCR and internal Recommendations for future enhancements, ongoing system optimization, and additional phases (e.g., automation or analytics expansion) The Final Project Report will be delivered in a structured format and will serve both as a documentation artifact and a strategic reference to guide DCR's continued success.

COST OF VENDOR'S OFFER

4.1	O:	ffer	Ca	st

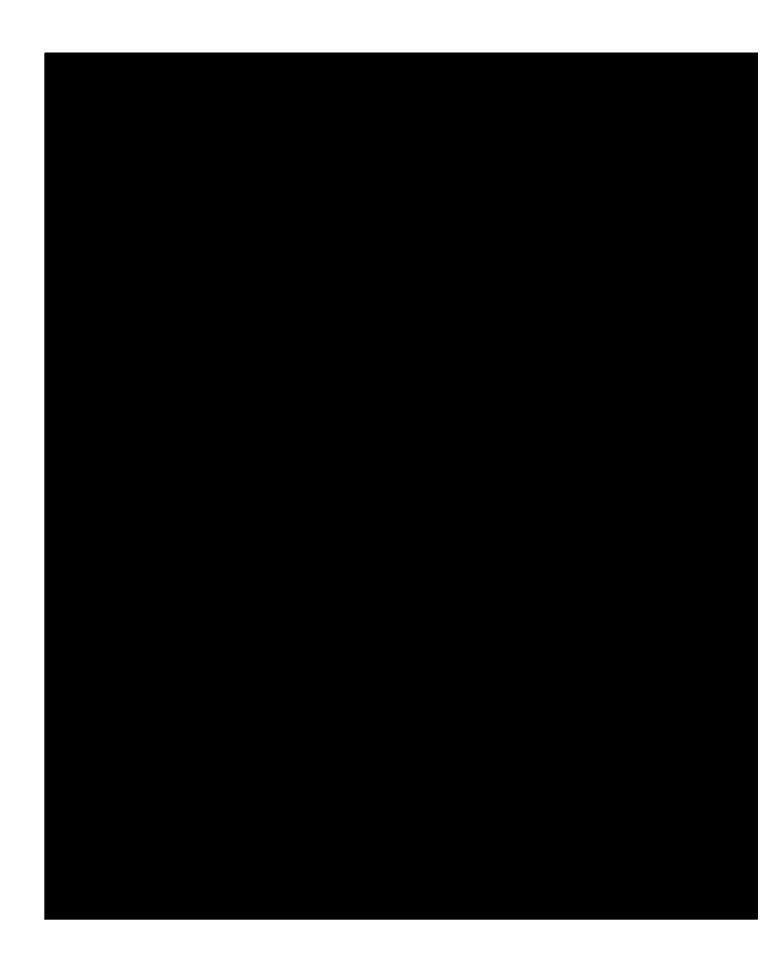
The Vendor must list, itemize, and describe any applicable offer costs in ATTACHMENT D: COST FORM.

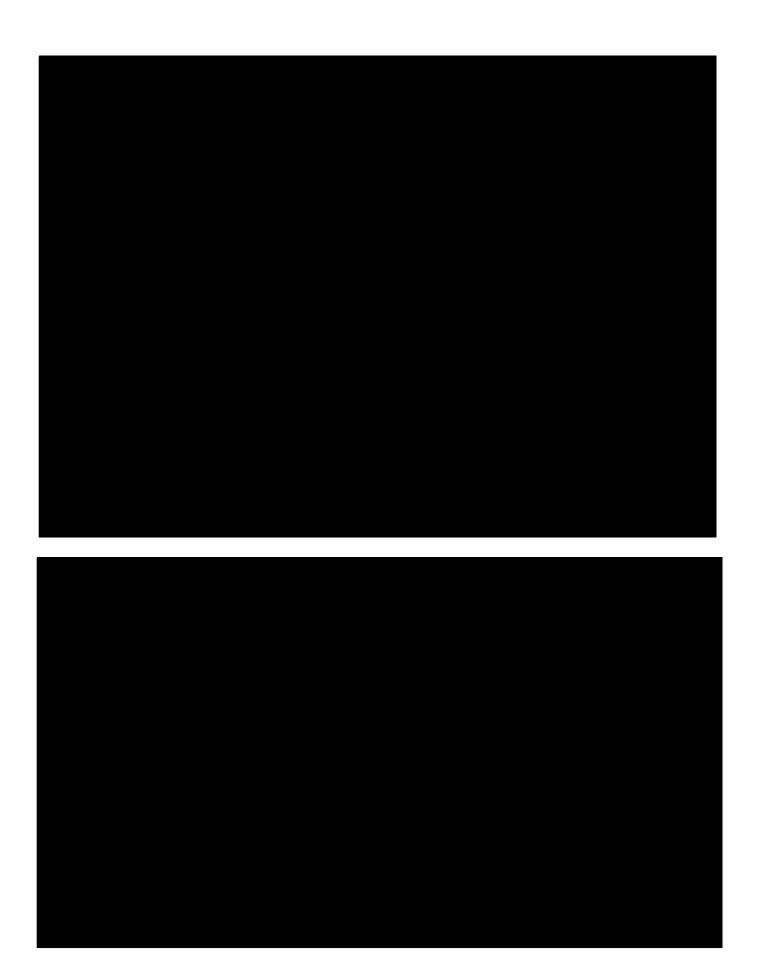
Our offer costs are included within Attachment D: Cost Form included on page ____. In addition to Attachment D, we have included details and payment schedule within section 4.2 below.

4.2 Payment Schedule

The Vendor shall propose its itemized payment schedule based on the content of its offer. All payments must be based upon the State's acceptance of one or more Deliverables.

Please see following page for our pricing details and payment schedule.







Role	Rate
Product Manager	\$200
Strategic Account Manager	\$175
Configura <mark>ti</mark> on Specialist	\$150
QA Engineer	\$175
Data Engineer	\$225
Data Analyst	\$200
Security Officer	\$250
Strategic Account Director	\$250
Solu <mark>ti</mark> ons Consultants	\$225

- DCR will manage payment disbursements in-house, and Neighborly Software will support required integrations with NCFS to ensure seamless data flow. If needs change, Neighborly Software can also provide a fully integrated payment module, enabling DCR to issue payments directly through the platform if desired. The annual costs is included within "Application Enhancements".
- Pricing is based on all four programs launching within the proposed 8-week implementation period, with dedicated resources aligned to that timeline. Should DCR prefer a staggered rollout or if the timeline extends beyond 8 weeks due to factors outside of Neighborly Software's control, additional time and materials costs may apply to support continued resource availability. We're happy to collaborate on a revised schedule if needed to ensure alignment.

Our all-in pricing includes a six-year maintenance portal, providing DCR with a cost-effective solution that supports up to 12 total years of system access and continuity (Years 1–6 plus an additional 6 years for maintenance and reference).

Itei	m Description	Proposed Payment Schedule
1	Software Licenses: 150 concurrent users	Monthly fixed fee, beginning the first full month after the launch of the first program. Unlimited users included.
2	Hosting Service	Vionthly fixed fee, beginning the first full month after the launch of the first program.
3	Implementation/ Configuration	One-time fee, invoiced upon successful launch of each respective program.
4	Transition In	Not applicable for SaaS solutions — included within Implementation & Configuration.
5	Training	One-time fee, invoiced upon successful delivery of go-live training for the first program.

6	Maintenance and Support	Monthly fixed fee, beginning the first full month after the launch of the first program.	- 52
7	Transition Out	One-time fee, invoiced upon acceptance of the Transition Out Plan.	
8	Other Costs: Must be itemized in detail	our core services above. Once DCR provides further clarity, we are happy to propose pricing options—such as a fixed fee—based on those parameters.	
		Only invoiced if the State elects to add enhancements. To be scoped and priced separately if identified.	
9	Application		
10	Software License	estimated. Additional licenses may be added as needed (\$3,000/user per year).	
11	Hosting Service	Monthly fixed fee, beginning in Year 4 with an estimated 25 concurrent users.	
12	Training	Not anticipated for years 4-6 but included.	
13	Maintenance and Support	Monthly fixed fee, beginning in Year 4 with an estimated 25 concurrent users.	0
14	Other Costs: Must be itemized in details.	Our maintenance portal is the only other costs not included within our core services above. The maintenance portal will cover the 6 years following close-out as requested by DCR. DCR can elect to pay as a one-time fee or an annual recurring cost for each year the maintenance portal is maintained.	

Exhibit A: Resumes

Exhibit A includes resumes of the Neighborly Team's key personnel. Additional details and resumes can be provided upon request.

Name	Doug Montesano	
Degree/Education	B.A. Biology / English – Colgate University	
	M.B.A. – University of Illinois Urbana-Champaign	
Certifications	Project Management Professional – PMP	
	Certified Change Management Practioner - Prosci	
Total Years of Experience	2 Years	

Doug is a Technology Director within Guidehouse's State and Local Government (SLG) practice. He brings 12+ years of professional experience in the areas of IT portfolio, program, and project management, IT strategy, IT modernization and IT transformation, requirements gathering, client relationship management, financial management (budgeting, forecasting, variance analysis), and business development. Over his career, Doug has extensive experience working strategically with senior executives and government leaders on IT transformation and modernization projects and managing client IT programs and projects. Doug is a strong communicator and focuses on delivering projects on time, within budget, and of high quality. Prior to joining Guidehouse, Doug worked at Booz Allen Hamilton, where he supported Government Agencies on IT strategy and IT transformation projects, and was an Associate Director at the Education Advisory Board (a sub-division of The Advisory Board Company), where he advised Chief Information Officers and Chief Financial Officers on key IT and financial issues facing higher education executives.

Relevant Experience

Executive Summary

- For the State of Maryland, Doug is currently leading the State of Maryland's Financial Management System
 modernization project. Partnering with State of Maryland leadership across 99 Maryland Executive Agencies,
 Doug is leading a team that will engage all Maryland Agencies to understand current state financial
 management processes and pain points and define Maryland's future state financial management ecosystem.
- For the Virginia State Corporation Commission (SCC), Doug served as Director leading a Salesforce
 implementation project to improve the ability of SCC to regulate insurance companies throughout the state.
 The project team was responsible for requirements gathering, system design, and configuration activities
 based on the Salesforce Public Sector Foundations product.
- For the Georgia Environment Finance Authority (GEFA), Doug helped lead the technology workstream for Georgia's implementation of the Inflation Reduction Act (IRA) Home Energy Rebate Programs under Sections 50121 and 50122. He played a pivotal role in designing and deploying the digital infrastructure that supports Georgia's statewide rebate application system, leading to Georgia becoming one of the first states fully integrated with the Pacific Northwest National Laboratory (PNNL) API, enabling real-time data exchange and streamlined reporting to the U.S. Department of Energy. The project enabled seamless intake and processing of home energy applications across single-family and multifamily housing sectors, setting a national benchmark for program efficiency, transparency, and scalability.
- For the Commonwealth of Pennsylvania, Doug served as Director leading an Identity and Access
 Management (IAM) assessment project. Partnering with the Commonwealth's Chief Information Officer and
 Chief Information Security Officer, Doug led a team that assessed the Commonwealth's current state IAM
 environment, gathered their future state IAM requirements, identified and evaluated potential IAM product
 options, conducted market research, and provided a roadmap and recommendations for the Commonwealth to
 achieve its desired future state IAM environment.
- For the Pennsylvania Liquor Control Board (PLCB), Doug acts as a Director supporting PLCB in
 transitioning from its on-premise Oracle ERP application stack to a cloud-based Oracle ERP solution. He
 provides leadership oversight, program management direction for reporting workstream, helping identify and
 define requirements for reports, manage level of efforts for design and development of reports, and manage
 project plan to incorporate reporting activities within schedule of larger implementation. He also oversees the
 Guidehouse team provided IT Program Management as part of the Oracle ERP cloud implementation.
- For the New York City Department of Education, Doug served as a Director overseeing a project focused on transforming technology, architecture, and business processes to improve efficiency and accuracy of the department's operations. He provides oversight to Guidehouse IT project management, business requirements gathering, and implementation support teams as the agency develops an IT application to improve transportation of students to and from their schools.
- Doug was the engagement leader and program manager for IT strategy and transformation for a sub-Agency
 at the U.S. Department of Labor. He oversaw all aspects of contract delivery (budget, schedule, risk, scope,
 deliverable quality) and ensured all deliverables were delivered on time and on budget. Doug developed

Name Doug Montesano

client's organizational IT Modernization roadmap across all client lines of business and updated roadmap based on quarterly meetings. He created "as-is" and "to-be" business process maps of multiple client lines of business and identified opportunities to transform currently manual business processes via IT to improve operational efficiency. Doug facilitated sessions with key stakeholders to capture business requirements and wrote user stories and developed acceptance criteria for IT modernization of client's lines of business. He also developed wireframes, mock-ups, dashboards, process maps, and other visuals of how future state IT systems could integrate interact with the general public to support client mission. He oversaw client's overall IT modernization strategy and implementation.

- Doug acted as the engagement leader for the Client Engagement Management Division within the Office of the Chief Information Officer (OCIO) at the U.S. Department of Labor (DOL). As part of an IT shared services consolidation, DOL consolidated 27 disparate Agency IT organizations into the central OCIO. Supported OCIO's Division of Client Engagement Management in developing and executing an engagement framework, structure, and strategy for OCIO to engage key stakeholders from all 27 DOL Agencies following the IT shared services transition. Doug created IT Modernization Roadmaps for 27 DOL Agencies, capturing each Agency's IT modernization projects, success outcomes, funding, schedule, risks, and alignment with DOL mission. He supported preparation, facilitation, and execution of Joint Business Planning strategy meetings between DOL's Chief Information Officer and Agency Assistant Secretaries and executives to discuss Agency IT modernization priorities, DOL's enterprise IT capabilities, and how OCIO could advance Agency business and mission through IT. He gathered business requirements for any new Agency IT initiatives and helped drive requirements through OCIO's internal governance committees (Demand Management and Enterprise Architecture).
- Doug was the project manager for a project supporting the IT Administrator for a sub-Agency at the U.S. Department of Labor. He acted as strategic advisor for sub-Agency's IT Administrator, supporting the Senior Executive Service (SES) client on developing, communicating, and executing against organizational IT strategy and business objectives. He operated cross-functionally to create client organization's FY19 IT Strategic Goals that aligned to DOL's IT Strategic Plan and sub-Agency's Operating Plan and tracked progress quarterly. He created executive-level IT briefings, budget & proposal justifications, and reports for the sub-Agency's Assistant Secretary, Deputy Assistant Secretaries, DOL Chief Information Officer, Office of Management and Budget, and other executive-level stakeholders, both internal and external to DOL. Doug supported strategy to successfully integrate client organization IT portfolio into new central IT authority as part of an enterprise-wide IT shared services consolidation.
- He served as the business analysis lead and Capital Planning and Investment Control (CPIC) lead for a sub-Agency within the U.S. Department of Labor. He utilized IT portfolio management skills to manage \$5M+ IT investment, including tracking and reporting on the health of the investment in terms of schedule, budget, scope, and risk. Doug led development and implementation of a New IT Project Intake Process that standardized how stakeholders initiated new IT projects, ensuring projects were properly evaluated according to select criteria (e.g., interoperability, cost, timeline, risk, etc.) prior to initiation, improving overall IT Governance. He supported the development of a Cost Allocation Model for a mission-critical client system by helping identify all costs associated with the system (labor, hardware, software, etc.) and how costs should be allocated across stakeholders to improve cost transparency to all users.
- Doug acted as the business analysis lead for a sub-Agency within the U.S. Department of Labor. He evaluated the current state of the client and provided strategic recommendations to modernize the organization's IT and business processes. Doug conducted individual stakeholder interviews and facilitated stakeholder focus groups of client staff across three separate offices (Washington, DC, Chicago, IL, and Atlanta, GA) to identify pain points and uncover business processes that could be improved through IT modernization. He analyzed information gained from over 100 total interviews, focus groups, and validation sessions to develop business requirements for 27 disparate business lines and 1 shared service across client's 6 program divisions. He developed client's 5-Year Strategic Roadmap that defined the short, medium, and long-term strategy of moving client from its current state to its target state in 6 key areas (Program Management, Business Process, IT Solution, Infrastructure, Communications, Training and Development). This roadmap was then executed against for a full IT modernization implementation.
- As the Associate Director for an Education Advisory Board project, Doug maintained executive-level client relationships with Chief Financial Officers (CFOs), Chief Information Officers (CIOs), and other senior executives at colleges and universities, ranging in scale from small regional colleges to mid-size and large state universities. He advised executive-level clients on key strategic issues facing higher education senior

Name	Faraz Shamsi, Grants Management and Reporting
Education	B.S. Information Technology, Pennsylvania State University
Training and	Certified SAFe Agilist
Certifications	AWS Cloud Practition
	Certified Scrum Master (CSM)

Specific Dates and Names of Previous Employers

January 2005 - January 2012, Deloitte Advisory

January 2012 - January 2016 Daugherty Business Solutions

Summary of Relevant and Related Experience

Faraz Shamsi is an Associate Director in Guidehouse's Public Sustainability Practice. His professional career spans over 20 years in a large variety of fields, including Public Sector, Retail, Pharmaceutical, and Financial. During his career, Mr. Shamsi has held many positions such as a Grants/Program Manager, people manager, data architect, reporting architect, PMO support, independent project advisor, owner/executive of customer-facing companies, and a mentor.

Relevant Experience

Louisiana Governor's Office of Homeland Security and Emergency Management Data Lead

- Mr. Shamsi worked on a large effort to design, implement and report on processes that help residents with post disaster recovery
- Architected, modeled and led a team responsible for creating a SQL Server mart and of the SharePoint 2010 BI
- Developed reporting for task orders worth over 9 billion Dollars aimed at providing disaster recovery
- Designed and Presented SLA/PM Reporting for Project leadership to convey timelines and progress

Homeowner Assistance Fund Application Management

- Mr. Shamsi led a team of policy makers and Reviewers to implement and manage the applications and payments under the HAF fund for a large US State.
- The State's Challenge: End-to-end administration of over \$3 Billion of federal funding for various agencies across the State
- Approach: Program design, configuration deployment and maintenance of an applicant facing cloud-based grant management platform, operations, staffing, providing quality control and oversight, grant maximization, communication strategies, compliance and payment integration with the State's payment system (SCEIS).
- Guidehouse's Results: Over \$2.7B paid out to over 150k diverse recipients. Rapid setup
 and launch of applicant and review portals within weeks of being retained; Stood up a 600+
 member review and call center team to support program review operations and applicant
 support services.

Emergency Rental Assistance Closeout Lead

- Mr. Shamsi led a team of different team members to help a large US State and Guidehouse to help the State with quarterly reporting and starting of the internal and external close out processes.
- The State's Achievement: This was ERAP, a federally funded rental assistance program, that provided more than \$335 million in financial assistance to over 55,000 households experiencing financial hardship as a result of the COVID-19 pandemic.

IRA Home Energy Rebates Program

 Mr. Shamsi is currently leading the technology implementation across a large US State for designing and implementing two programs that will disperse over 100,000,000 in funds

Name Faraz Shamsi, Grants Management and Reporting

- across the State. The program will require coordination with DOE, Utilities, Call Centers, Boots on the Ground, the Program Admins and the payment systems.
- His involvement in the State's IRA includes key contributions to program design and marketing, alongside serving as the technology lead. In this role, he collaborates with PNNL and the Department of Energy (DOE) to guide implementation plans, develop privacy and security blueprints, and oversee system design. Additionally, Faraz manages the software vendor responsible for rebates, payments, and manages the reporting workstreams.
- Faraz also serves as an advisor to three other states on the setup of similar programs, particularly in the areas of implementation, payments, security frameworks, and meeting technology requirements.



- ✓ Lead Implementation Manager for DR and Mitigation Programs Nationwide
- ✓ Rapid Launch of CDBG-DR Programs in Under 30 Days
- ✓ Expert in Workflow Automation, Program Buildout, and Training
- ✓ Proficient in Duplication of Benefits Logic and Complex Rule Configuration
- ✓ Hands-On Support for Recovery, Mitigation, and Housing Programs
- ✓ Key Contributor to Sarasota County and California DR Efforts

EDUCATION AND CERTIFICATIONS/TRAININGS

BS, University of South Florida

Sandy Macenat is a seasoned disaster recovery leader and Strategic Accounts Manager at Neighborly Software, with more than a decade of experience supporting federally funded housing and community development programs. She leads Neighborly Software's Disaster Recovery & Mitigation team, overseeing full lifecycle system implementations—from configuration and training to launch and ongoing support.

Sandy has successfully delivered high-impact DR solutions under compressed timelines, including the Sarasota Resilient SRQ launch completed in just three weeks. She specializes in workflow design, automation, duplication of benefits tracking, and complex rule logic—ensuring that clients achieve compliance and usability from day one. Her approach blends technical precision with client-focused adaptability, making her an essential partner in delivering programs that must evolve quickly while staying federally aligned. Sandy will serve as the assigned Technical Lead for DCR.

Sandy Macenat

RELEVANT ROLES & PROJECTS

Sarasota County, Resilient SRQ | 07/2024 - Present

Rapid Recovery System Launch - CDBG-DR System of Record

- Recovered a failed implementation by launching Sarasota's Housing Recovery Program in under three weeks.
- Led end-to-end configuration of multiple programs, including Economic Development, Infrastructure, and Voluntary Home Buyout.
- Designed automated workflows, created custom templates, and provided targeted training for County staff.
- Continues to provide support for change management, reporting, and system enhancements.

California Department of Housing and Community Development | 04/2021 - Present CDBG-DR System of Record

- Supports program maintenance, technical enhancements, and state-wide user experience improvements.
- Assisted in the development of complex calculations for Rehab and Mitigation applications.
- Provides disaster-specific workflow support for ReCoverCA's ongoing recovery phases.

State of Florida, My Safe Florida Home | 08/2022 - Present Technical Support and Relaunch Strategy

- Assisted with program relaunch and implementation strategy for anticipated Summer 2025 deployment.
- Supported SFTP/JSON integrations and deobligation scripting in partnership with the Data Team.
- Leads weekly stand-ups to manage implementation updates and troubleshoot client needs.

Additional programs and details can be provided upon request.



Jason Rusnak
20+ Years of Experience
President & Co-Founder

- ✓ 23 Years in Public Sector Strategy and Program Transformation
- ✓ Co-Founder of one of the Nation's Fastest-Growing Disaster Recovery System of Record
- √ \$14B+ in Federal Funds Supported Nationwide
- ✓ Deep Experience in CDBG-DR, DRGR, and HUD Regulatory Alignment
- ✓ Leader in Compliance-Focused, Scalable SaaS Solution Delivery
- ✓ Bridges Government Priorities with Practical, Configurable Technology
- ✓ Strong Record of Launching High-Impact Programs Under Urgent Timelines

EDUCATION AND CERTIFICATIONS/TRAININGS

MBA, University of North Carolina BS, Denison University

Jason Rusnak is the Co-Founder and President of Neighborly Software, where he has guided the company's mission to modernize federally funded program delivery through strategic, scalable technology. With over two decades of experience in public sector consulting, Jason brings unmatched insight into the operational and political complexity of large-scale government initiatives—from CDBG-DR recovery to housing rehabilitation and infrastructure investments.

Under Jason's leadership, Neighborly Software has become one of the fastest-growing disaster recovery system of record in the country, supporting the secure deployment of more than \$14 billion in federal funding and serving nearly 8 million applicants. Jason ensures Neighborly's platform bridges policy priorities with the real-world execution needs of agencies—allowing clients to meet public expectations, regulatory obligations, and delivery deadlines with confidence.

Jason Rusnak

RELEVANT ROLES & PROJECTS

CDBG-DR Comprehensive System of Record - \$1B+ Allocations

President, SME

- California Department of Housing and Community Development | 04/2021 Present
- City of Detroit, MI | 04/2024 Present
- Oregon Housing and Community Services | 03/2023 Present
- Sarasota County, Resilient SRQ | 07/2024 Present
- ✓ Provides executive leadership across Neighborly Software's CDBG-DR system portfolio, guiding partnerships with local and state governments to ensure strategic alignment, successful implementation, and public accountability.
- ✓ Oversees client relationships and cross-functional coordination for high-stakes disaster recovery programs—supporting compliance, transparency, and rapid deployment.
- ✓ Advises clients on policy-to-system translation and technology-enabled narrative control, helping jurisdictions stay ahead of media cycles and federal oversight.
- ✓ Plays a key role in Neighborly's emergence as the nation's fastest-growing system of record for disaster recovery.

Inflation Reduction Act HEAR and HOME & EPA Solar for All - \$800M+ Allocations President, SME

- Ohio Air Quality Development Authority | 03/2025-Present
- Missouri Department of Natural Resources | 03/2025-Present
- Georgia Environmental Finance Authority | 03/2025-Present
- ✓ Oversees strategic positioning and partner engagement across the IRA Home Energy Rebate and Solar for All portfolios.
- ✓ Serves as a trusted advisor to agency executives navigating first-time funding streams, offering insight on how to deliver measurable impact through configurable, compliant systems.
- ✓ Ensures that Neighborly's offerings meet the unique needs of IRA programs by fostering cross-team collaboration between product, compliance, and client success.
- ✓ Plays a lead role in aligning platform capabilities with federal guidance and evolving state priorities ensuring successful program outcomes from planning through closeout.



Tanya Rustin
12+ Years of Experience
Senior Director, Client Success & Strategic Accounts

- ✓ 12+ Years in Client Services and Strategic Implementation
- ✓ Oversight of Multi-Billion-Dollar System Implementations for Federally Funded Programs
- ✓ Leader of Cross-Functional DR Implementation and Account Teams
- ✓ Oversight of \$1B+ CDBG-DR, Housing, Infrastructure, and Mitigation Technology Programs
- ✓ Oversight of \$15B+ Federally Funded System Deployments
- ✓ Specialists in Client Onboarding, Retention, and Long-Term Success
- ✓ Bridges Program Operations with Technology Deployment
- ✓ Executive Partner to State and Local Agencies Across the U.S.

EDUCATION AND CERTIFICATIONS/TRAININGS

BS, Georgia State University

Tanya Rustin is a seasoned strategic accounts leader with over 12 years of experience delivering implementation excellence and client success across technology-driven public sector programs. As Senior Director of Client Success and Strategic Accounts at Neighborly Software, Tanya leads cross-functional teams responsible for launching and maintaining complex systems for disaster recovery, housing, and community development.

She has helped guide CDBG-DR implementations for numerous clients across the country, including in California, Sarasota County, Detroit, and Oregon. Tanya plays a central role in bridging the client's goals with Neighborly Software's system capabilities—ensuring timely delivery, system adoption, and long-term client satisfaction. Her leadership supports both immediate recovery needs and the future evolution of program portfolios. Tanya will have oversight of the team, including our Project Manager, Technical Lead, and Senior Business Analysis.

Tanya Rustin

RELEVANT ROLES & PROJECTS

CDBG-DR Comprehensive System of Record - \$1B+ Allocations

Senior Director of Client Success and Strategic Accounts

- California Department of Housing and Community Development | 04/2021 Present
- City of Detroit, MI | 04/2024 Present
- Oregon Housing and Community Services | 03/2023 Present
- Sarasota County, Resilient SRQ | 07/2024 Present
- ✓ Provides executive oversight across Neighborly Software's CDBG-DR portfolio, supporting end-to-end system deployment for housing, infrastructure, and mitigation programs.
- ✓ Leads client engagement strategy, system configuration planning, and DRGR compliance alignment across multiple jurisdictions.
- ✓ Partners with state and local agencies to ensure rapid program launches, full system adoption, and long-term operational success.
- ✓ Oversees strategic planning and change management for evolving program needs, including the relaunch of failed implementations and integration of new federal guidance.
- ✓ Trusted by clients to advise on policy-to-system translation, compliance strategy, and scalable technology enhancements.

Inflation Reduction Act HEAR and HOME & EPA Solar for All - \$800M+ Allocations Senior Director of Client Success and Strategic Accounts

- Ohio Air Quality Development Authority | 03/2025 Present
- Missouri Department of Natural Resources | 03/2025 Present
- Georgia Environmental Finance Authority | 03/2025 Present
- ✓ Serves as the strategic account lead across Neighborly Software's portfolio of IRA Home Energy Rebate and Solar for All implementations, overseeing client engagement, program onboarding, and long-term partnership success.
- ✓ Works in tandem with Implementation and Product teams to ensure each state receives timely, tailored support across program design, platform configuration, and training.
- ✓ Provides high-level coordination to align client goals with system capabilities—facilitating scalable solutions that meet DOE and EPA expectations.
- ✓ Maintains executive relationships with agencies to ensure performance, transparency, and flexibility as federal guidance evolves.
- ✓ Supports clients in overcoming implementation challenges similar to those faced by disaster recovery programs—such as rapid timelines, compliance demands, and multi-stakeholder coordination.



Ali Garrison, CPA
10 Years of Experience
Vice President of Partnerships & SME

- √ \$15B+ in Compliance & Operational Support for Federally Funded Programs
- √ \$1.8B+ Federal Funding Secured for State Agencies
- √ 17 State Agencies Served for Federal Program Design, Implementation, System Deployment, and Closeout
- ✓ Eligibility Determination and Income Verification
- √ 14 Statewide Programs Delivered for Low-Income and Disadvantaged Communities
- ✓ Rapid Program Implementation
- ✓ First-Time Federal Funding

EDUCATION AND CERTIFICATIONS/TRAININGS

MBA, Concentration in Accounting, *Mississippi College*BS, Accountancy, *Mississippi College*Certified Public Accountant

Ali brings over 10 years of experience in compliance and client management, specializing in the rapid implementation of large-scale federally funded programs across the country. Every initiative she's supported has required the successful delivery of complex technology solutions. She has held leadership roles in a \$15 billion pandemic response portfolio, supporting initiatives such as the CARES Act, Emergency Rental Assistance, Homeowner Assistance Fund, and Low-Income Household Water Assistance Programs. Additionally, she led the planning phase of the Department of Energy's Home Energy Rebate portfolio, managing nearly \$400 million.

During the pandemic, Ali was instrumental in helping state agencies navigate large-scale, first-time federal programs, driving flexibility and innovation in response to daily challenges. The processes and systems deployed for both the pandemic and the Home Energy Rebates were built upon proven frameworks from CDBG-DR programs. Ali married those best practices with innovative solutions to accelerate outcomes for those in need.

With experience in over 15 large-scale system implementations, Ali excels at bridging program and technology teams to define requirements that balance speed, usability, and effectiveness. At Neighborly Software, she ensures best-in-class technology solutions are delivered with urgency and integrity. Her role is to make sure

Ali Garrison, CPA

the team has what it needs to exceed DCR's expectations—and to follow through on every commitment we make.

RELEVANT ROLES & PROJECTS

Inflation Reduction Act HEAR and HOME & EPA Solar for All

Energy National Executive/Portfolio Director

- Montana Department of Environmental Quality, Energy Bureau | 05/2024 02/2025
- Kansas Corporation Commission, Energy Office | 05/2024 02/2025
- Kentucky Energy Environment Cabinet's Office of Energy Policy | 05/2024 02/2025
- Puerto Rico Department of Economic Development and Commerce | 2024 02/2025
- Ohio Air Quality Development Authority | 03/2025-Present
- Missouri Department of Natural Resources | 03/2025-Present
- Georgia Environmental Finance Authority | 03/2025-Present

Ali previously oversaw the IRA Home Energy Rebate Program planning portfolio for Montana, Kansas, Kentucky, and Puerto Rico. She now oversees Neighborly Software's portfolio including Ohio, Missouri, and Georgia. Ali works with federal agencies and states nationwide to provide program design, planning, implementation, and technology deployment expertise. As the IRA Home Energy Rebate Program portfolio national executive, Ali ensures each state team provides the level of service expected, as well as maintains executive relationships with the clients. These programs require many of the same elements and present many of the same challenges DCR faces.

Low-Income Household Water Assistance Program Design and Implementation

LIHWAP National Executive/Portfolio Director

- California Department of Community Services and Development | 02/2022 09/2024
- Arkansas Energy Office | 04/2022 09/2024

Ali provided overall program oversight for the portfolio, including the launch of the program technology. She supported the enrollment of over 1,100 utility companies of varying sizes to facilitate program access for low-income households with 99% geographic coverage. She played a vital role in both programs' successful launch, developing and deploying a marketing plan within two weeks of kickoff. Ali made sure enrollment portals were deployed within 30 days of kickoff and guided the programs to full obligation and expenditure of their allocations well ahead of federal deadlines while supporting the delivery of much-needed assistance to 60,000 low-income and disadvantaged households.

Homeowner Assistance Fund Program Planning and Implementation

HAF National Executive/Portfolio Director

- FloridaCommerce | 03/2022 05/2024
- Louisiana Office of Community Development | 07/2021 02/2024
- Arkansas Development Finance Authority | 05/2021 02/2024
- Alabama Housing and Finance Authority | 05/2021 02/2024



Sarah Bohentin

10+ Years of Experience
General Counsel & Disaster Recovery SME

- ✓ Disaster Recovery & Resilience Program Design
- ✓ HUD CDBG-DR & FEMA HMGP Program Administration and Compliance
- ✓ Federal, State, and Local Grant Lifecycle Management (Application to Closeout)
- ✓ SaaS Contracts & Regulatory Compliance
- ✓ Legal Strategy & Risk Mitigation for Public Sector Programs
- ✓ Affordable Housing & Infrastructure Development
- ✓ Local Government Operations & Intergovernmental Relations
- ✓ Stakeholder Engagement & Community Resilience
- ✓ Nonprofit Management & Transitional Housing Programs

EDUCATION AND CERTIFICATIONS/TRAININGS

Juris Doctor, *Florida State University College of Law* – Admitted to practice law in Florida (Bar No. 99310) BA, *Jacksonville University*

FEMA Emergency Management Institute Training

- IS-100.C: Introduction to the Incident Command System (ICS)
- IS-200.C: Basic Incident Command System for Initial Response
- ICS-300: Intermediate ICS for Expanding Incidents
- ICS-400: Advanced ICS for Command and General Staff
- IS-700.B: National Incident Management System (NIMS) Overview
- IS-800.D: National Response Framework, An Introduction
- Damage Assessment Training (State or FEMA-sponsored)

U.S. Department of Housing and Urban Development Training

- CDBG Basics
- CDBG-DR Training
- CDBG-DR Subrecipient Training

Sarah Bohentin is a licensed attorney and consultant with almost a decade of experience in administering and working on disaster recovery and mitigation programs, including CDBG-DR, CDBG-MIT, HMGP, etc. Outside of providing legal counsel to the Executive team regarding the software services industry and the company's products and services, she offers guidance to clients on technical and programmatic questions as a subject matter expert for Neighborly Software's disaster recovery & mitigation solution.

Sarah Bohentin

RELEVANT ROLES & PROJECTS

Benevate, LLC

General Counsel / Disaster Recovery SME 03/22 – current

- ✓ Serve as general counsel and disaster recovery subject matter expert (SME) for a SaaS company providing software for administration of government-funded programs including disaster recovery and housing programs.
- ✓ Advise on compliance with federal and state disaster recovery program requirements, including HUD CDBG-DR.
- ✓ Support disaster recovery implementations in multiple jurisdictions, including the State of Oregon's Disaster Recovery Program and the My Safe Florida Home Program.
- ✓ Provide legal oversight for disaster recovery contracts.
- ✓ Supported contracting and program implementation across various Florida jurisdictions post-Hurricane Ian.
- Attends trainings and webinars regarding updates to disaster recovery/mitigation programs rules, regulations, and trends.

City of Jacksonville, FL

Administrator, Housing and Community Development Division & Emergency Preparedness Division 01/18 - 02/22

- ✓ Spearheaded recovery and mitigation projects following federally declared disasters, including drafting project proposals, securing grant awards, and overseeing project administration.
- ✓ Led the City's CDBG-DR and other disaster recovery programs for Hurricanes Matthew and Irma, overseeing all phases from application, program design, and policy development to full administration, compliance, and closeout. Directed major program components including housing rehabilitation, reconstruction, and voluntary buyout initiatives.
- ✓ Managed CDBG-DR and HMGP-funded voluntary home buyout programs, including community outreach, property acquisition, relocation assistance, environmental review, and compliance with local, state, and federal requirements.
- Contributed to the development of the City's Local Mitigation Strategy, working with internal departments and external partners to plan, scope, and prioritize mitigation projects including acquisitions, flood risk reduction, and infrastructure improvements.
- ✓ Assisted with the development of HMGP projects and oversaw selected projects to ensure compliance, timeliness, and alignment with broader mitigation objectives.
- ✓ Served as the City's liaison to the Long-Term Recovery Organization, enhancing collaboration with nonprofits and community partners to support residents before, during, and after disasters.
- ✓ Coordinated community engagement initiatives, leading public meetings, drafting press releases, and educating residents on program eligibility and resilience measures.
- Managed intergovernmental relations by preparing and presenting program updates to the City Council, Housing and Community Development Commission, and State oversight bodies.



Jigesh Parikh
15 Years of Experience
Chief Technology Officer

- √ 15+ Years in Enterprise Technology and Data Leadership
- √ \$14B+ in Oversight of Federal Funds Securely Managed
- ✓ Architect Oversight of Neighborly Software's Scalable, Secure SaaS Platform
- ✓ Oversees Compliance, Security, and SOC 2 Type 2 Certification
- ✓ Expert in Data Analytics, Microservices, and API-Driven Design
- ✓ HUD Compliance, DRGR, and Disaster Recovery System Architecture
- ✓ Drives Cross-Functional Collaboration Between Product, Dev, and Clients

EDUCATION AND CERTIFICATIONS/TRAININGS

MBA, Georgia State University BS, Gujarat University

Jigesh Parikh is a seasoned technology executive with over 15 years of experience leading high-performing engineering, data, and product teams. As Chief Technology Officer at Neighborly Software, he is responsible for driving the technical vision, platform evolution, and security strategy behind one of the nation's fastest-growing systems of record for disaster recovery. Under his leadership, our team has supported the secure administration of more than \$14 billion in federal funding across nearly 8 million applicant records.

Jigesh oversees Neighborly's SOC 2 Type 2 compliance program, ensuring the platform meets rigorous standards for data protection, availability, and privacy. He guides the teams responsible for development, architecture, data analytics, and microservices—ensuring the platform can scale rapidly and securely in response to evolving client needs. Jigesh is deeply involved in all major system implementations, helping align programmatic needs with technical execution and driving innovations that enhance speed, flexibility, and reporting across federally funded programs. Jigesh will be responsible for ensuing our team delivers a secure and reliable platform for DCR

Jigesh Parikh

RELEVANT ROLES & PROJECTS

CDBG-DR Comprehensive System of Record - \$1B+ Allocations CTO

- California Department of Housing and Community Development | 04/2021 Present
- City of Detroit, MI | 4/2024 Present
- Oregon Housing and Community Services | 03/2023 Present
- Sarasota County, Resilient SRQ | 07/2024 Present
- ✓ Serves as the technical architect behind Neighborly Software's CDBG-DR deployments, guiding system configuration, scalability, and HUD-compliant workflows across major disaster recovery efforts.
- ✓ Oversees the implementation of DRGR reporting, audit readiness features, and custom data visualization dashboards.
- ✓ Leads the engineering and security teams to deliver rapid system launches—ensuring jurisdictions like California and Sarasota County can disburse recovery funding under compressed timelines.
- ✓ Supports cross-agency system requirements and integration strategies, helping local and state clients meet evolving recovery and mitigation mandates.

Inflation Reduction Act HEAR and HOME & EPA Solar for All - \$800M+ Allocations CTO

- Ohio Air Quality Development Authority | 03/2025-Present
- Missouri Department of Natural Resources | 03/2025-Present
- Georgia Environmental Finance Authority | 03/2025-Present
- ✓ Leads technical execution across the company's Home Energy Rebate and Solar for All implementations, ensuring each state's solution is secure, configurable, and compliant with DOE/EPA guidelines.
- ✓ Oversees platform enhancements to accommodate new program types, including layered eligibility, contractor portals, emissions metrics, and dynamic rule-building.
- ✓ Manages the secure infrastructure, data privacy frameworks, and SOC 2 Type 2 compliance that underpin all energy rebate deployments.
- ✓ Collaborates closely with program teams to align system functionality with state priorities—supporting speed to launch without sacrificing data integrity or oversight.



Antonio Calderon

10+ Years of Experience Strategic Implementation Manager, Disaster Recovery

FAST FACTS AND AREAS OF EXPERTISE

- ✓ Specialist in CDBG-DR Workflows and System Implementations
- ✓ Power BI Dashboard Development and DRGR Reporting
- ✓ Disaster-Specific Workflow Configuration and Training
- ✓ Bridges Technology Teams and Program Staff
- ✓ Rapid Launch of DR Systems for States and Localities
- ✓ Contributor to the Nation's Fastest-Growing Disaster Recovery System of Record

EDUCATION AND CERTIFICATIONS/TRAININGS

MBA, *Liberty University* BS, *SUNY Geneseo*

Antonio Calderon is a strategic implementation leader with more than a decade of experience. He specializes in delivering successful end-to-end technology solutions for state and local governments, including disaster recovery and HUD-funded programs, bringing a deep understanding of CDBG-DR workflows and system configuration.

Antonio plays a key role in launching complex software solutions under accelerated timelines, working closely with program staff to define needs and with product and engineering teams to deliver flexible, compliant systems. He has supported DRGR reporting, developed Power BI dashboards to promote data visibility, and trained government teams on system capabilities to maximize self-sufficiency.

He is a key contributor to Neighborly Software's rapidly expanding disaster recovery portfolio, supporting the successful launch of CDBG-DR systems in jurisdictions including California, Detroit, and Fort Worth. Antonio helps agencies modernize their operations through scalable, user-focused systems that align with federal guidance and local priorities.

Antonio Calderon

RELEVANT ROLES & PROJECTS

California Department of Housing and Community Development | 04/2021 - Present CDBG-DR Comprehensive System of Record

- Led the successful implementation of the state's CDBG-DR system of record for their \$240million allocation to support recovery from the 2018 and 2020 wildfires.
- Designed and configured disaster-specific workflows, ensuring rapid intake, eligibility, and disbursement of funds to impacted households while meeting stringent HUD requirements.
- Implemented DRGR reporting and real-time Power BI dashboards to equip the state with live data on program performance, bottlenecks, and equity outcomes.
- Trained HCD administrative teams on platform functionality, enabling long-term self-sufficiency and reducing reliance on outside vendors.
- Delivered a system that balanced speed, compliance, and visibility—empowering California to respond faster and with more control than custom-built systems allow.

City of Detroit, MI | 04/2024 - Present

Citywide Recovery and Housing Program Deployment

- Oversaw configuration and go-live of over 20 programs, including the City's CDBG-DR program.
- Integrated DRGR reporting and developed real-time Power BI dashboards to increase transparency and datadriven decisions.
- Supported implementation of Homelessness Solutions, 0% Home Repair Loans, and Emergency Repair Programs.

City of Fort Worth, TX | 02/2024 - Present

CDBG-DR Program Modernization

- Modernized delivery of CDBG-DR funding and reporting workflows for the City.
- Configured all applications, reports, and audit-ready processes to City standards.
- Helped the City overcome technical and compliance challenges through hands-on collaboration with local staff.

Additional programs and details can be provided upon request.

Sophie Lemisch, Senior Consultant

Name	Sophie Lemisch
Education	M.A. Energy Policy and Data Analysis, University of Chicago 2022
Training and Certifications	Six Sigma – Yellow Belt Certification

Specific Dates and Names of Previous Employers

August 2020 – May 2022, Teaching Assistant University of Chicago, Geographic Information Systems (GIS) For Policy Analysis

May 2021 – September 2021, Data Science and Policy Intern, Environmental Law and Policy Center (ELPC)

Summary of Relevant and Related Experience

Sophie Lemisch is a Senior Consultant for the State and Local Government, Advisory Federal Practice. Sophie excels at leading the end-to-end delivery of new feature development with proven expertise in gathering and refining business requirements, designing scalable workflows, and driving cross-functional collaboration across product, engineering, and client teams. She is adept at architecting and configuring robust solutions, managing user acceptance testing (UAT), and ensuring seamless implementation aligned with program goals. Sophie is recognized for translating complex needs into actionable strategies that enhance user experience and operational efficiency.

Relevant Experience

IRA Home Energy Rebate Programs:

• Sophie is currently leading the full lifecycle of new feature development for Neighborly, a SaaS platform supporting a \$218.8 million IRA Rebates Program. She leads requirements gathering, workflow design, and solution architecture, ensuring that each feature aligns with program goals and user needs. Sophie drives cross-functional collaboration across engineering, product, and stakeholder teams, and manages user acceptance testing (UAT) to validate functionality and usability. Her expertise in configuring scalable solutions and translating complex requirements into actionable outcomes has been instrumental in the program's success.

Program Management:

PSEG Long Island – Deputy Program Manager: Developed the project implementation plan for
the first default Time of Day rate for the State of New York. Captured and tracked business and
technology requirements for the program. Lead monthly KPI reporting and conducted gap
analysis to identify critical areas of the program necessary for improvement prior to migration
over 1 million customers to the new rate. Managed and tracked key deliverables for the
Guidehouse team as well as the client.

Data Governance:

 DTE Energy – Documented a data governance strategy for DTE and their implementation contractors. Developed system diagrams to identify points of weakness in data sharing that could impact customers and MPSC guidelines. Provided suggestions and timelines for improvements.

Data analysis and visualization:

 University of Chicago – GIS Applications in the Social Sciences. Lead Teaching Assistant for Master level course in ArcGIS map making for policy research. Taught students how to use the software for data analysis and visualization. Assisted students in integrating visualizations into dashboards and applications for interactive use.

Environmental Law and Policy Center (ELPC)

- Used ArcGIS and Python to analyze and visualize the environmental impact of forestry practice on Wisconsin's Northwoods.
- Environmental Law and Policy Center (ELPC). Conducted research on old growth trees in Wisconsin's Northwoods forest to compare and assess the effects of forestry practices on potential carbon sequestration.

Exhibit B: Vendor Readiness Assessment Report (VRAR)

Exhibit B includes our completed VRAR. Additional information or clarification can be provided upon request.

ENTERPRISE SECURITY & RISK MANAGEMENT OFFICE (ESRMO)



Vendor Readiness Assessment Report (VRAR) for Solutions Not Hosted on State Infrastructure

Executive Summary

The State of NC requires that all systems connected to the State Network or process State data, meet an acceptable level of security compliance. This includes those systems that operate outside of the States' direct control such as Cloud Services defined as Software as a Service (SaaS), Infrastructure as a Service (IaaS) or Platform as a Service (PaaS).

The State of NC has adopted the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53 as the foundation for identifying and implementing information technology security controls. These controls are described in the State of NC Statewide Information Security Manual (SISM).

The following is a high-level view of specific security requirements that are needed to meet compliance. The control references (e.g., AC-2) refer to the specific NIST 800-53 control as listed in the SISM, which may be found at the following link: https://it.nc.gov/statewide-information-security-policies.

Note: There may be additional requirements depending on the sensitivity of the data and other Federal and State mandates, or agency specific requirements.

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1. Introduction

1.1. Purpose

This report and its underlying assessment are intended to enable State agencies to reach a state-ready decision for a specific system **not hosted** on the State of NC's infrastructure that is based on organizational processes and the security capabilities of the Moderate/Low-impact information system.

1.2. Outcomes

Submission of this report by the Vendor <u>does not guarantee</u> a state-ready designation, nor does it guarantee that the State will procure services from the vendor.

1.3. State Approach and Use of This Document

The VRAR identifies clear and objective security capability requirements, where possible, while also allowing for the presentation of more subjective information. The clear and objective requirements enable the vendor to concisely identify whether an application or vendor is achieving the most important State Moderate or Low baseline requirements. The combination of objective requirements and subjective information enables State to render a readiness decision based on a more complete understanding of the vendor's security capabilities.

Section 4, Capability Readiness, is organized into three sections:

- Section 3.1, State Mandates, identifies a small set of the state mandates a vendor must satisfy. State will not waive any of these requirements.
- Section 3.2, State Requirements, identifies an excerpt of the most compelling requirements from the National Institute of Science and Technology (NIST) Special Publication (SP) 800 document series and State guidance. A VENDOR is unlikely to achieve approval if any of these requirements are not met.
- Section 3.3, Additional Capability Information, identifies additional information that is not tied to specific requirements, yet has typically reflected strongly on a VENDOR's ability to achieve approval.

2. VENDOR System Information

Provide and validate the information below. For example, if the deployment model is Government only, ensure there are no non-Government customers. The VRAR template is intended for systems categorized at the Moderate or Low security impact level, in accordance with the FIPS Publication 199 Security Categorization.

Table 2-1. System Information

Manipukanamen banevaren eta da. Ga

Solution/System Name: Neighborly Software

Service Model: SaaS

FIPS PUB 199 System Security Level: Moderate

Fully Operational as of: 2016

Number of Customers (State/Others): 680

Deployment Model: Public Cloud

System Functionality: With a mission to enhance the impact of public sector funds, Neighborly Software simplifies the enrollment, administration, and reporting processes for grant programs ranging from Housing, Economic, and Community Development to Department of Energy initiatives.

2.1. Relationship to Other Vendors or CSPs

If this system resides in another VENDOR's environment or inherits security capabilities, please provide the relevant details in Tables 2-2 and 2-3 below. **Please note**, the leveraged system itself must be State Authorized. For example, a large VENDOR may have a commercial service offering and a separate service offering with a State Authorization. Only the service offering with the State Authorization may be leveraged.

IMPORTANT: If there is a leveraged system, be sure to note below every capability that partially or fully leverages the underlying system. When doing so, indicate the capability is fully inherited or describe both the inherited and non-inherited aspects of the capability.

Table 2-2. Leveraged Systems

#	Question	Yes	No	N/A	If Yes, please describe.
1	Is this system leveraging an	X		(800)	Microsoft Azure
	underlying provider?				

List all **services** leveraged. The system from which the service is leveraged must be listed in Table 2-2 above.

Table 2-3. Leveraged Services

#	Service	Service Capability	System
1	Please see the Leveraged	N/A	N/A
	Services in the SOC 2 Summary		
	Report.		

2.2. Data Flow Diagrams

Insert Vendor-validated data flow diagram(s) and provide a written description of the data flows. The diagram(s) must:

- clearly identify anywhere State data is to be processed, stored, or transmitted;
- clearly delineate how data comes into and out of the system boundary;
- clearly identify data flows for privileged, non-privileged and customer access; and
- depict how all ports, protocols, and services of all inbound and outbound traffic are represented and managed.

Our platform architecture is attached, which includes a description of our data-flows.

2.3. Separation Measures [AC-4, SC-2, SC-7]

Assess and describe the strength of the physical and/or logical separation measures in place to provide segmentation and isolation of tenants, administration, and operations; addressing user-to-system; admin-to-system; and system-to-system relationships.

The Vendor must base the assessment of separation measures on very strong evidence, such as the review of any existing penetration testing results, or an expert review of the products, architecture, and configurations involved. The Vendor must describe how the methods used to verify the strength of separation measures.



2.4. System Interconnections

A System Interconnection is a dedicated connection between information systems, such as between a SaaS/PaaS and underlying laaS.

The Vendor must complete the table below. If the answer to any question is "yes," please briefly describe the connection. Also, if the answer to the last question is "yes," please complete Table 2-5 below.

Table 2-4. System Interconnections

#	Question	Yes	No	If Yes, please describe.
1	Does the system connect to the Internet?	X		Cloud-based platform
2	Does the system connect to a corporate or state infrastructure/network?		X	
3	Does the system connect to external systems?		X	

If there are connections to external systems, please list each in the table below, using one row per interconnection. If there are no external system connections, please type "None" in the first row.

Table 2-5. Interconnection Security Agreements (ISAs)

		Does : ISA Ex	an ist?	
#	External System Connection	Yes	No	Interconnection Description. If no ISA, please justify below.
1	None		Х	N/A
2				

3. Capability Readiness

3.1. State Mandates

This section identifies State requirements applicable to all State approved systems. All requirements in this section must be met. Some of these topics are also covered in greater detail in Section 3.2, State Requirements, below.

Only answer "Yes" if the requirement is fully and strictly met. The Vendor must answer "No" if an alternative implementation is in place.

Table 3-1. State Mandates

#	Compliance Topic	Fully Cor	mpliant? No
1	Data at Rest, Authentications Are FIPS 140-2/-3 Validated or National Security Agency (NSA)-Approved cryptographic modules only used where cryptography is required?	×	
2	Fransmission, Remote Access, Are FIPS 140-2/-3 Validated or National Security Agency (NSA)-Approved cryptographic modules consistently used where cryptography is required?	X	,
3	Can the VENDOR'S solution integrate with the State's NCID solution?		X
4	protect the network, system, applicatione.g., firewalls intrusion detection/ prevention systems, end point protection etc.? [SC-7] [SI-3/SI-4]	×	
5	Does the VENDOR have the ability to consistently remediate High risk vulnerabilities within 30 days and Medium risk vulnerabilities within 60 days?	×	
5	Requirements, including the ability to support record holds, National Archives and Records Administration (NARA) requirements, and Freedom of Information Act (FOIA) requirements?	X	
7	Does the VENDOR store, process or transmit <u>State data</u> only in the continental US and is that data backed up in only US locations?	X	
8	Does the VENDIOR have a process to securely dispose of State data from its systems upon request that is in accordance with the National Institute for Standards and Technology (NIST) Special Publication 800-88 revision 1 and will provide to the State a certificate of data destruction? [MP-6]	×	
9	All operating systems (OS) AND major application software components (e.g., Microsoft SQL, Apache Tomcat, Oracle Weblogic, etc.), must NOT be past N-L. Applications which are not operating on the most recent platform MUST have a roadmap to upgrade with a State approved timeline. Does the application support the N-L requirement?	X	
10	Party attestation certification and is it regularly renewed? The State requires an independent 3 rd party attestation (e.g., FedRAMP, SOC 2 Type 2, ISO 27001, or HITRUST) prior to contract award for systems containing Restricted/Highly Restricted data. Note: SaaS vendors cannot use laaS/PaaS certification unless the application is explicitly covered as part of the laaS/PaaS assessments. [CA-7, RA-3, SA-9]		

16	Does the VENDOR's staff have appropriate background checks for	X	
	unprivileged and privileged access and accounts according to Federal and/or	"-	
	State designation procedures for those systems that require it? [AC-2, PS-3]		

3.2. State Requirements

This section identifies additional State Readiness requirements. All requirements in this section must be met; however, alternative implementations and non-applicability justifications may be considered on a limited basis.

3.2.1. Data at Rest and Authentication [SC-13]

The Vendor must ensure FIPS 140-2, or 140-3 where available, Validated or NSA-Approved algorithms are used for all encryption modules. FIPS 140-2 Compliant is not sufficient. The Vendor may add rows to the table if appropriate but must not remove the original rows. The Vendor must identify all non-compliant cryptographic modules in use.

Table 3-2a. Data at Rest & Authentication

	Cryptographic Module Type	FIPS 1	.40-2	NSA Appro	oved?	Alternative Implementations	Describe Missing Elements or N/A	
		Yes	No	Yes	No			
1	Data at Rest [SC-28]	Х					256-bit AES encryption	
2	Authentication [IA-5, IA-7]	Х					MFA (Azure B2C)	

3.2.2. Transport Layer Security [NIST SP 800-52, Revision 2]

The Vendor must ensure FIPS 140-2, or 140-3 where available, Validated or NSA-Approved algorithms are used for all encryption modules relating to block ciphers, digital signatures and hash functions. Full FIPS mode is not required unless other regulatory requirements must be met. The Vendor may add rows to the table if appropriate but must not remove the original rows. The Vendor must identify all non-compliant cryptographic modules in use.

Table 3-2b. Transport Encryption

	Cryptographic Module Type FIPS 140-2		NSA Approved?		Describe Any Alternative Implementations (if applicable)	Describe Missing Elements or N/A	
		Yes	No	Yes	No		
1	Transmission [SC-8 (1), SC-12, SC-12 (2, 3)]	Х					SSL2048-bit SHA-2
2	Remote Access [AC-17 (2)]		Х				

The Vendor must identify all protocols in use. The Vendor may add rows to the table if appropriate, but must not remove the original rows.

Table 3-3. Transport Protocol

#	The Cryptographic Module Type	Cryptographic Module Type Use?		If "yes," please describe use for both internal
		Yes	No	and external communications

1	SSL (Non-Compliant)		X	
2	TLS 1.0 (Non-Compliant)		X	
3	TLS 1.1 (Non-Compliant)		X	
4	TLS 1.2 (Compliant)	X		
5	TLS 1.3 (Compliant)		X	

3.2.3. Identification and Authentication, Authorization, and Access Control

Table 3-4. Identification and Authentication, Authorization, and Access Control

#	Question	Yes	No	Describe capability, supporting evidence, and any missing elements
1	authorize organizational users (or processes acting on behalf of organizational users) in a manner that cannot be repudiated, and which sufficiently reduces the risk of impersonation? [IA-2, IA-4]	×		email address within the system
2	authentication (MFA) for administrative accounts and functions? [IA-2, IA-2 (1), IA-2	X		System requires MFA for all users.
3	s role-based access used, managed, and monitored? [IA-4, IA-5]	X		Role-based security access
4	personnel's access to resources? [AC-6, AC-6	×.		Isers are only granted access to job- related roles.
5	users from performing privileged function? AC-6, AC-6 (1), AC-6 (2), AC-6 (10)	X		Ves, must have elevated privileges to perform certain functions
6	Does the system ensure secure separation of customer data? [SC-4]	X		Customer data is logically segmented with SQL databases.
7.	of customer processing environments? [SC-	X		Test and SOC 2 audits.
8	administrative personnel in a way that limits the capability of individuals to compromise the security of the information system? [AC-	X		Test and SOC 2 audits.
9	VENDOR-defined and implemented usage restrictions, configuration guidance, and		×	No remote access

#	Question	Yes	No	Describe capability, supporting evidence, and any missing elements
	enforced? State requires minimum 14-character complex passwords (Upper, Lower, Special Character & Numerical) [IA-5]			Our team can explore expanding the password policy to 14-characters if required by the State to execute the program.

3.2.4. Audit, Alerting, Malware, and Incident Response

Table 3-5. Audit, Alerting, Malware, and Incident Response

#	Question	Yes	No	Describe capability, supporting evidence, and any missing elements
1	Does the system have the capability to detect, contain, and eradicate malicious software? [SI-3]	X		through the use of GrowdStrike we detect, maintain, and eradicate malicious software.
2	Does the system store audit data in a tamper-resistant manner which meets chain of custody and any e-discovery requirements? [AU-4, AU-9]	X		Tenant-specific audit loa tracks all
3	detect unauthorized or malicious use of the system, including insider threat and external intrusions? [SI-4, SI-4 (4), SI-4 (5), SI-7, SI-7 (7)]	X		Azure B2C (platform's authentication technology) and Cloudflare (WAF) prevent unauthorized access and external intrusions in the system.
4	Does the VENDOR log and monitor access to the system? [SI-4]	X		Can pull information such as IP address for users.
5	Does the VENDOR have an incident Response Plan and a fully developed incident Response test plan? (IR-3, IR-8)	X		ncident Response plan is in place and tested annually.
5	capability to perform security code analysis and assess code for security flaws, as well as identify, track, and remediate security	×		All code is run through sonar cloud

#	Question	Yes	No	Describe capability, supporting evidence, and any missing elements
7	mechanisms for incident handling and reporting? [IR-4, IR-4 (1), IR-6]	X		used for incident handling and reporting. Users can also notify their CSMs or create support ticket if they are experiencing any issue.
8	records for at least 90 days to provide support for after-the-fact investigations of security incidents and offline for at least one year to meet regulatory and organizational information retention requirements? [AU-11]	K		Yes, lags are retained for 10 years.
	notify customers and regulators of confirmed incidents in a timeframe consistent with all legal, regulatory, or contractual obligations? The State of NC's requirement for security breach reporting is 24 hrs. of incident confirmation. [IR-6]	X		res, in the event of an incident, customers will be reached out to in accordance with the contract.
10	"send as" capabilities, does it support DMARC and DKIM for email protection?	Yes		

3.2.5. Contingency Planning and Disaster Recovery

Table 3-6. Contingency Planning and Disaster Recovery

#	Question	Yes	No	Describe capability, supporting evidence, and any missing elements
1	recover the system to a known and functional state following an outage, breach, DoS attack, or disaster? [CP-2, CP-2, CP-10]	K		recovery and business continuity plan we can recover your data.
2	Does the VENDOR have a Contingency Plan and a fully developed Contingency Plan test plan in accordance with Statewide Information Security Manual? [CP-2, CP-4]	×		business continuity plan, which serves as a contingency plan in the event of a disaster. Our team has reviewed the Statewide Information Security Manual and our internal disaster recovery and business continuity plan meets the requirements.
3	Does the system have alternate storage and processing facilities? [CP-6, CP-7]	Х		We back up in South Central US and Central US.

#	Question	Yes	No	Describe capability, supporting evidence, and any missing elements
4	Does the system have or use alternate		Х	Not Applicable, as we are an Azure
5	telecommunications providers? [CP-8]			based SaaS Platform.
5	Does the system have backup power	×		High availability is built into the
	generation or other redundancy? [PE-11]			system
6	Does the VENDOR have service level	X		SLAs are noted in the contract.
	agreements (SLAs) in place with all	27 - 2 8		_
	telecommunications providers? [CP-8]			

3.2.6. Configuration and Risk Management

Table 3-7. Configuration and Risk Management

#	Question	Yes	No	Describe capability, supporting evidence, and any missing elements
1	complete, and accurate baseline configuration of the information system? [CM-2]			and accurate baseline configuration of our platform
2	complete, and accurate inventory of the information system software, hardware, and network components? [CM-8]	X		and accurate inventory of the information system software. As a SaaS platform, we do not have hardware or network requirements
3	Does the VENDOR have a Configuration Management Plan? [CM-9]	X		Yes, we maintain a change management policy
4	control process that includes a security impact assessment? [CM-3, CM-4, CM-4	×		Not exactly a security impact assessment but it goes through security testing
5	mechanisms to detect inventory and configuration changes? [CM-2, CM-2 (2), CM-6, CM-8]	X		Yes, automated mechanisms are in
6	changes to the system? [CM-5]	X		system before changes are made to the system.
7	Does the VENDOR establish configuration settings for products employed that reflect the most restrictive mode consistent with operational requirements? [CM-6, CM-7]	X		Adhered to SOC 2 requirements.
8	Does the VENDOR ensure that checklists for configuration settings are Security Content Automation Protocol (SCAP)-validated or SCAP-compatible (if validated checklists are not available)? (GW-6)	X		security automation is done on all configuration settings

For the following questions, Vendors may use Table 3-18 "Continuous Monitoring Capabilities – Additional Details" to enter the capability descriptions, supporting evidence, and missing elements.

	operating system/ infrastructure, web, and database vulnerability scans at least monthly, as applicable? [RA-5, RA-5 (5)]	X		Validated through SOC 2 report
	Coes the VENDOR demonstrate the capability to remediate High risk vulnerabilities within 30 days and Moderate risk vulnerabilities within 60 days? [RA-5, SI-2]	X		Validated through SOC 2 report
	when a High risk vulnerability is identified as part of continuous monitoring activities, does the VENDOR consistently check audit logs for evidence of exploitation? [RA-5]	Х		Audit logs are consistently checked for
i	Management (SCRM) plan and processes to identify and address weaknesses or deficiencies in the supply chain elements and processes of information systems?		X	Not Applicable

3.2.7. Data Center Security

Only answer "yes" if the answer is consistently "yes." For partially implemented areas, answer "no" and describe what is missing to achieve a "yes" answer. If inherited, please indicate partial or full inheritance in the "Describe Capability" column. Any non-inherited capabilities must be described.

Table 3-8. Data Center Security

#	Question	Yes	No	Describe capability, supporting evidence, and any missing elements
1	access to only authorized personnel? [PE-2 through PE-6, PE-8]	X		Handled by Microsoft, as we are a fully cloud-hosted platform
2	Does the VENDOR monitor and log physical access to the information system, and maintain access records? [PE-6, PE-8]	X		No physical access to the system as we are cloud hosted.
3	Does the VENDOR monitor and respond to physical intrusion alarms and surveillance equipment? [PE-6, PE-6 (1)]	X		

3.2.8. Policies, Procedures, and Training

The Vendor must indicate the status of policy and procedure coverage for the NIST 800-53 Rev 5 families listed in Table 3-9 below.

To answer "yes" to a policy, it must be fully developed, documented, and disseminated; and it must address purpose, scope, roles, responsibilities, management commitment, coordination among organizational entities, and compliance. A single policy document may address more than one family provided the NIST requirements of each "-1" are fully addressed.

To answer "yes" to a procedure, it must be fully developed and consistently followed by the appropriate staff. List all applicable procedure documents for each family.

VENDORs must establish their own set of Policies and Procedures (P&Ps). They cannot be inherited from a leveraged system, nor can they be provided by the customer. Any exceptions and/or missing policy and procedure elements must be explained in Table 3-10 below.

Table 3-9. Policies and Procedures

	NO. 1921	Pol	lev	Proce	dure	
#	Family	Yes	No	Yes	No	Title Version and Date
1	Access Control [AC-1]	X				Policy: Access Control
2	Awareness & Training [AT-1])(Policy: IT Ops Security Plan
3	Audit & Accountability [AU-1]		X		K	Policy: Not Applicable Procedure(s): Not Applicable
4	Authorization [CA-1]	X		×		Policy IT Ops Security Plan Procedure(s): IT Ops Security Plan
5	Configuration Management [CM-1]	X		×		Policy: Change Management Procedure(s): Change Management
6	[CP-1]			K		Politics Disaster Recovery and Business Continuity Plan Procedure(s): Disaster Recovery and Business Continuity Plan
7	dentification & Authentication [IA-1]	K		X		Procedure(s): Access Control
8	incident Response [IR-1]	K		K		Policy: Incident Response Plan Procedure(s): Incident Response Plan
9	Maintenance [MA-1]	X		K		Policy: IT Ops Security Plan Procedure(s): IT Ops Security Plan

#	Family	Policy Procedure		dure	Title Version and Date	
	**	Yes	No	Yes	No	
10	Media Protection [MP-	Х		X		Policy: IT Ops Security Plan
	1]					• · · · · · · · · · · · · · · · · · · ·
						Procedure(s):
						IT Ops Security Plan
11	Physical &		X		X	Policy: Not Applicable
	Environmental					•
	Protection [PE-1]					Procedure(s):
						Not Applicable
12	Personnel Security [PS-	Х		×		Policy: IT Ops Security Plan
	1]					•
						Procedure(s):
12.22						IT Ops Security Plan
13	Risk Assessment [RA-1])(X		Policy: Risk Management
	- PA					•
						Procedure(s):
						Risk Management
14	System & Services	×		×		Policy: Vendor Management
	Acquisition [SA-1]			5.34 SSS		•
						Procedure(s):
						Vendor Management
15	System &	X		×		Policy: IT Ops Security Plan
	Communications			80 88		•
	Protection [SC-1]					Procedure(s):
						IT Ops Security Plan
16	System & Information	×		X		Policy: Data Privacy
	Integrity [SI-1]					•
						Procedure(s):
						Data Privacy
17	Planning [PL-1]		X		Х	Policy: Not Applicable
						•
						Procedure(s):
						Not applicable
18	Supply Chain Risk		X		X	Policy: Not Applicable
	Management [SR-1]					•
						Procedure(s):
						Not Applicable

For any family with a policy or procedure gap, please describe the gap below.

Table 3-10. Missing Policy and Procedure Elements

lissing Policy and Procedure Elements

- AU-I Not applicable due to not being a part of SOC 2 compliance
- PE-1 Physical & Environmental protection plan not needed because we are fully hosted in Microsoft Azure
- PL-1 Not Applicable
- SR-1 Benevate has a risk management policy but not a supply chain risk management policy is not applicable based upon offered services.

The Vendor must answer the questions below.

Table 3-11. Security Awareness Training

Question	Yes	No	Describe capability, supporting evidence, and any missing elements
on security awareness and role- based security responsibilities? [AT-2]	×		Security trainina is assigned upon hire and given

3.3. Additional Capability Information

State will evaluate the responses in this section on a case-by-case basis relative to a State-Ready designation decision.

3.3.1. Staffing Levels

In the table below, the Vendor must describe the VENDOR's organizational structure, staffing levels currently dedicated to the security of the system, as well as any planned changes to these staffing levels. This description must clearly indicate role and number of individuals as well as identify which staff is full-time dedicated, and which are performing their role as a collateral duty. Note: It is not necessary to include specific names of individuals, but rather their roles/titles.

Table 3-12. Staffing Levels



Benevate, LLC has a Director of Technical Operations who works in conjunction with the Lead Security Engineer to maintain compliance and the security of the system.

3.3.2. Change Management Maturity

While the following change management capabilities are not required, they indicate a more mature change management capability and may influence a State Readiness decision, especially for larger systems.

The Vendor must answer the questions below.

Table 3-13. Change Management

#	Question	Yes	No	If "no", please describe how this is accomplished.
1	Does the VENDOR's change management capability include a fully functioning Change Control Board	Х		Yes, handled through JIRA
2	Does the VENDOR have and use development and/or test environments to verify changes before implementing them in the production environment?	X		

3.3.3. Vendor Dependencies and Agreements

The Vendor must answer the questions below.

Table 3-14. Vendor Dependencies and Agreements

#	Question	Yes	No	Instructions
1	vendors such as a leveraged service offering, hypervisor and operating system patches, physical security and/or software and hardware support?		X	
2	Within the system, are all products still actively supported by their respective vendors?	×		
3	Does the VENDOR have a formal agreement with a vendor, such as for maintenance of a leveraged service offering?		X	

If there are vendor dependencies, please list each in the table below, using one row per dependency. For example, if using another vendor's operating system, list the operating system, version, and vendor name in the first column, briefly indicate the VENDOR's reliance on that vendor for patches, and indicate whether the vendor still develops and issues patches for that product. If there are no vendor dependencies, please type "None" in the first row.

Table 3-15. Vendor Dependency Details

			Still Sup	ported?	
#	Product and Vendor Name	Nature of Dependency	Yes	No	
1	Not Applicable				
2					

If there are formal vendor agreements in place, please list each in the table below, using one row per agreement. If there are no formal agreements, please type "None" in the first row.

Table 3-16. Formal Agreements Details

#	Organization Name	Nature of Agreement
1	Not Applicable	
2		

3.3.4. Continuous Monitoring Capabilities

In the tables below, please describe the current state of the VENDOR's Continuous Monitoring capabilities, as well as the length of time the VENDOR has been performing Continuous Monitoring for this system.

Table 3-17. Continuous Monitoring Capabilities

#	Question	Yes	No	Describe capability, supporting evidence, and any missing elements
1	Does the VENDOR have a lifecycle management plan that ensures products are updated before they reach the end of their vendor support period?	×		IT will follow a particular
2	Does the VENDOR have the ability to scan all hosts in the inventory?	×		
3	Does the VENDOR have the ability to provide scan files in a structure data format, such as CSV, XML files?	X		Only CSV

#	Question	Yes	No	Describe capability, supporting evidence, and any missing elements
4	and Milestones (POA&M), including timely, accurate, and complete information entries for new scan findings, vendor check-ins, and closure of POA&M items?	×		/es_internal willnerohility

In the table below, provide any additional details the Vendor believes to be relevant to State's understanding of the VENDOR's Continuous Monitoring Capabilities. If the Vendor has no additional details, please state, "None."

Table 3-18. Continuous Monitoring Capabilities - Additional Details

Continuous Monitoring Capabilities — Additional Details

Can the vendor provide a current 3rd party attestation certification annually when required? Note:

SaaS vendors cannot use laaS/PaaS certification unless the application is explicitly covered as part of the laaS/PaaS assessments. [CA-7, RA-3, SA-9]

Yes, this attestation is completed as part of the SOC 2 Type 2 certification. Benevate, LLC can provide annually upon request.

3.3.5. Status of System Security Plan (SSP)

In the table below, explicitly state whether the SSP is fully developed, partially developed, or non-existent. Identify any sections that the VENDOR has not yet developed.

Table 3-19. Maturity of the System Security Plan

Maturity of the System Security Plan
Fully developed and detailed in SOC 2 security plan

In the table below, state the number of controls identified as "Not applicable" in the SSP. List the Control Identifier for each, and indicate whether a justification for each has been provided in the SSP control statement.

Table 3-20. Controls Designated "Not Applicable"

<x> Controls are Designated "Not Applicable"

Not Applicable

In the table below, state the number of controls with an alternative implementation. List the Control Identifier for each.

Table 3-21. Controls with an Alternative Implementation

<x> Controls have an Alternative Implementation
Not Applicable

Organization's Security Representative or designee

Jigesh Parikh		
PLEASE PRINT NAME		
	5/29/2025	
SIGNATURE	Date	

Exhibit C: Network Architecture & Technology Stack

Exhibit C includes our Network Architecture & Technology Stack. Additional information or clarification can be provided upon request.

O VERVIEW





Exhibit D: Draft Schedule & WBS

Exhibit D represents a draft schedule & WBS for DCR. Our team will immediately work with DCR to modify and refine the schedule to meet DCR's goals and mission.

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Jul 6, '25 S M T W T F	L		-3	3																
Resource Names			Neighborly Technical Lead	Thu 7/10/25 Neighborly Technical Lead	Thu 7/10/25 Neighborly Technical Lead	Thu 7/10/25 Neighborly Technical Lead	C DCR	C DCR	C DCR	NC DCR	C DCR	C DCR.	External Tasks	External Milestone	■ Deadline ◆	Progress	Manual Progress			
Finish	Mon 8/25/2	Fri 7/25/25	Thu 7/10/25 Ne	Thu 7/10/25 Ne	Thu 7/10/25 Ne	Thu 7/10/25 Ne	Thu 7/10/25 NC DCR	Thu 7/10/25 NC DCR	Thu 7/10/25 NC DCR	Thu 7/10/25 NO	Thu 7/10/25 NC DCR	Thu 7/10/25 NC DCR							П	
Start	Tue 7/8/25	Tue 7/8/25	Tue 7/8/25	Tue 7/8/25	Tue 7/8/25	Tue 7/8/25	Tue 7/8/25	Tue 7/8/25	Tue 7/8/25	Tue 7/8/25	Tue 7/8/25	Tue 7/8/25	Inactive Summary	Manual Task	Duration-only	Manual Summary Rollup	Manual Summary	only	-only	Page 1
Duration	35 days	14 days	3 days	3 days	3 days	3 days	3 days	3 days	3 days	3 days	3 days	3 days	Inactiv	Manu	Durat	Manu	Manu	Start-only	Finish-only	В
	Sample Project Schedule	Task 1: Applicant Functionality	Demonstrate Applicant functio 3 days	Discuss best practices to incorp 3 days	Review current internal processes and note possible changes or concerns	Review Implementation/ Configuration Guide #1, clarify questions	Identify initial named users (individuals) who will be granted administrative access to each program	Identify Program Application Open Date (Go Live Date)	Identify and provide program Income Limits (if applicable)	ument Uploads for	Provide a brief program summary that will be listed on the public participant portal.	Develop/provide the participant/sub recipient application for each program			*		ımary		estone	
Task Name	Sample Proj	Task 1: Ap	Demon	Discuss	Review process change	Review Im Configurat questions	Identify (individ granted to each	Identify Open D	Identify Income	Provide Doc application.	Provide summa the pub	Develop particip applicat	Task	Split	Milestone	Summary	Project Summary	Inactive Task	Inactive Milestone	
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О	Task Mode	WBS	Task Name	Duration	Start	Finish	Resource Names	Jul 6, '25 S M T W T F S S
13	ľ	1.1.11	Create list of configuration planning workshop findings that cannot be accommodated in the system without additional software	3 days	Tue 7/8/25	Thu 7/10/25	Neighborly Technical Lead	Neigh
41	L [†]	1.1.12	Translate design decisions to Configuration Planning List	3 days	Tue 7/8/25	Thu 7/10/25	Thu 7/10/25 Neighborly Technical Lead	Neigh
15	S [†]	1.1.13	Configure application for each program	3 days	Tue 7/8/25	Thu 7/10/25	Thu 7/10/25 Neighborly Technical Lead	Neigh
16	B [†]	1.1.14	Set up Submit Step for Application to change to	3 days	Tue 7/8/25	Thu 7/10/25	Thu 7/10/25 Neighborly Technical Lead	Neigh
17	S [†]	1.1.15	Add Document Types for upload by applicant	3 days	Tue 7/8/25	Thu 7/10/25	Thu 7/10/25 Neighborly Technical Lead	Neigh
18	S [†]	1.1.16	Enable Print All Function for every application Step	3 days	Tue 7/8/25	Thu 7/10/25	Neighborly Technical Lead	Neigh
19	*	1.1.17	Demonstrate configuration #1 functionaltiy	11 days	Fri 7/11/25	Fri 7/25/25	Neighborly Technical Lead	
20	B*	1.1.18	Administrative Proofing & Edits	s 11 days	Fri 7/11/25	Fri 7/25/25	NC DCR	
21	I	1.1.19	Provide feedback on configuration, including	11 days	Fri 7/11/25	Fri 7/25/25	NC DCR	
22	B ⁺	1.1.20	Update system based on feedback provided	11 days	Fri 7/11/25	Fri 7/25/25	Neighborly Technical Lead	
23	F [†]	1.1.21	Document all configuration changes made in system and	11 days	Fri 7/11/25	Fri 7/25/25	Neighborly Technical Lead	
24	*	1.2	Task 2: Software Configuration #2 Administrator Functionality	11 days	Fri 7/25/25	Fri 8/8/25		
			Task	Inactiv	Inactive Summary		External Tasks	
			Split	-	Manual Task		External Milestone	
Project: Morth Carolina DCP - S	ilore) dtr	ins DCP.	Milestone	Durati	Duration-only		■ Deadline ◆	
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Names	Neighborly Technical Lead	Neighborly Technical Lead	Neighborly Technical Lead									External Tasks	External Milestone	Deadline •	Progress	Manual Progress			
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Start	Fri 7/25/25	Fri 7/25/25	Fri 7/25/25	Fri 7/25/25	Fri 7/25/25	Fri 7/25/25	Fri 7/25/25	Fri 7/25/25	Fri 7/25/25	Fri 7/25/25	Fri 7/25/25	Inactive Summary	Task	n-only	Manual Summary Rollup	Manual Summary	yln	only	Page 3
Duration	11 days	11 days	11 days	11 days	11 days	11 days	11 days	11 days	11 days	11 days	11 days	Inactive	Manual Task	Duration-only	■ Manual	- Manual	Start-only	Finish-only	Pa
			sible	Provide content for automated 11 days application submitted email	Provide reviewer scoring rubric 11 days per program, if applicable	Provide funding amount (\$) by program	Provide Budget Categories - all 11 days the budget categories, (aka line items) that make up a case's budget (e.g. Construction costs, Permit fees, Administration,	Create reviewer checklist (eligib 11 days	Define administrator roles and 11 days permissions	email on,	les/documents ploaded as part			•				\qquad	
Task Name	Demonstrate Adminstrator functionality	Discuss best practices to incorporate (e.g. checklists,	Review current internal processes and note poss changes or concerns	Provide conte application su	Provide reviewer scoring r per program, if applicable	Provide fundir program	Provide Budget Categories the budget categories, (aka items) that make up a case' budget (e.g. Construction commit fees, Administration	Create review	Define admini permissions	Provide/edit customized templates (e.g. approval, denial, missing information	List all admin fi that must be u of the case file	Task	Split	Milestone	Summary	Project Summary	Inactive Task	Inactive Milestone	
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Resource Names	NC DCR	NC DCR	NC DCR	NC DCR	NC DCR	NC DCR	NC DCR	Neighborly Technical Lead	Neighborly Technical Lead	Neighborly Technical Lead	Neighborly Technical Lead	Neighborly Technical Lead	NC DCR	Neighborly Technical Lead	External Tasks	External Milestone	■ Deadline ◆	Progress	Manual Progress			
Finish	Fri 8/8/25	Fri 8/8/25	Fri 8/8/25	Fri 8/8/25	Fri 8/8/25	Fri 8/8/25	Fri 8/8/25	Fri 8/8/25	Fri 8/8/25	Fri 8/8/25	Fri 8/8/25	Fri 8/8/25	Fri 8/8/25	Fri 8/8/25	1			3.45	L	L	п	
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Duration	11 days	11 days	11 days	11 days	11 days	11 days	11 days	11 days	11 days	11 days	11 days	11 days	11 days	11 days	Inactive	Manual Task	Duration-only	■ Manual	Manual	Start-only	Finish-only	Pa
	(s)	and/or phone listed on the or applicant	Provide email address for who will receive notifications when new applications are		se statuses	Provide document templates to 11 days render (word documents)	Need to identify standard tasks 11 days and provide standard task subject and detail language	m Year and m Year		categories	Set up statuses for each progra 11 days	gn decisions to Planning List	е	Setup admin users and provide proper rights			*				 \tau \tau \tau \tau \tau \tau \tau \tau	
Task Name	List the draw approval steps and the name(s) of approver	Provide email and/or phone numbers to be listed on the public portal for applicant	Provide email address for v will receive notifications wl new applications are	Provide inspection checklist	Review/edit case statuses	Provide document templa render (word documents)	Need to identify standard tand provide standard task subject and detail language	Update Program Year and Default Program Year	Set up Funding tab	Set up budget categories	Set up statuses	Translate design decisions to Configuration Planning List	Define and set up assignabl Admin roles per program	Setup admin u proper rights	Task	Split	Milestone	Summary	Project Summary	Inactive Task	Inactive Milestone	
WBS Ta	1.2.12	1.2.13	1.2.14	1.2.15	1.2.16	1.2.17	1.2.18	1.2.19	1.2.20	1.2.21	1.2.22	1.2.23	1.2.24	1.2.25			S DCP . C	מ הכה ב				
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Task Name	Configure program c key dates	Configure customize templates	Configure draw approval workflow for each progra	Set up Admin upload Documents (Intake D	Create documents to ren based on .doc templates	Modify automated a complete email	Demonstrate configuenting functionaltiy	Administrative Proof	Provide feedback on configuration, including	Update system based on feedback provided	Document all configues that the configues of the configuration of the co	3. Software Configuration #3 Third Party Functionality	Demonstrate Third Party functionality	2	Task	Split	Milestone	Summary	Project Summary	Inactive Task
WBS	1.2.26	1.2.27	1.2.28	1.2.29	1.2.30	1.2.31	1.2.32	1.2.33	1.2.34	1.2.35	1.2.36	1.3	1.3.1				Project North Carolina DCR - S			
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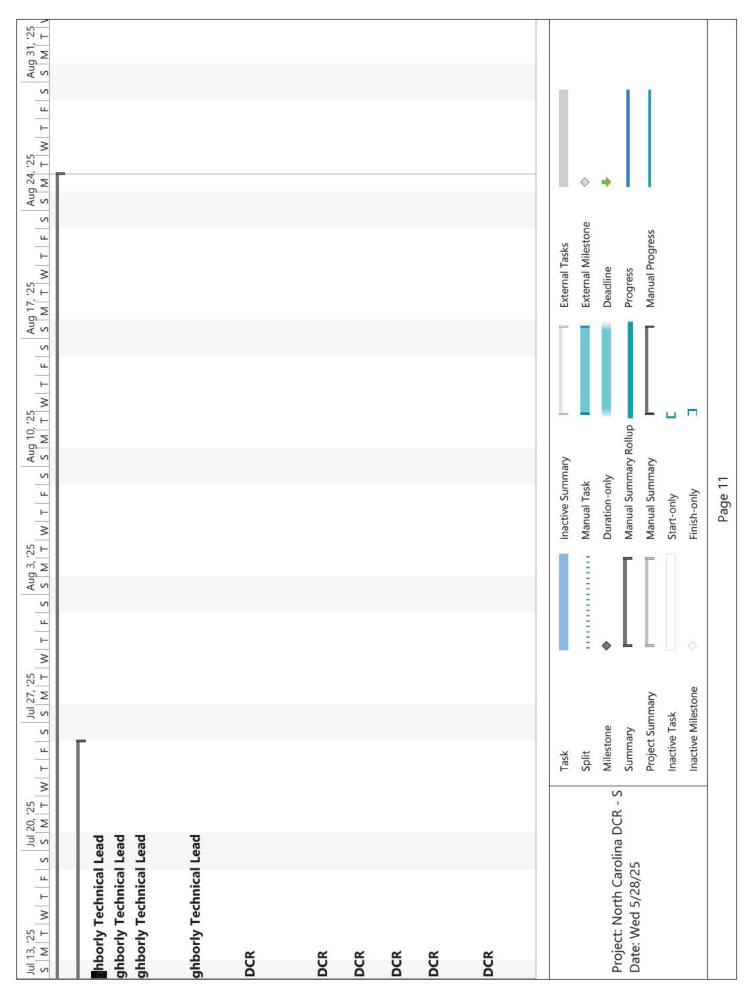
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Resource Names	Neighborly Technical Lead	Neighborly Technical Lead	Neighborly Technical Lead	Neighborly Technical Lead	Neighborly Technical Lead	NC DCR	NC DCR	Neighborly Technical Lead	Mon 8/11/2 Neighborly Technical Lead	Neighborly Technical Lead	Neighborly Technical Lead	External Tasks	External Milestone	Deadline	Progress	Manual Progress			
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Start	Fri 8/8/25	Fri 8/8/25	Fri 8/8/25	Fri 8/8/25	Fri 8/8/25	Fri 8/8/25	Fri 8/8/25	Fri 8/8/25	Fri 8/8/25	Fri 8/8/25	Fri 8/8/25	Inactive Summary	Manual Task	Duration-only	Manual Summary Rollup	Manual Summary	ylly	only	Page 6
Duration	2 days	2 days	2 days	2 days	2 days	2 days	2 days	2 days	2 days	2 days	2 days	Inactiv		Durati	Manua	Manua	Start-only	Finish-only	ď
	Discuss best practices to incorporate (e.g. Compliance reports, scheduled reports, contractor online bidding, etc)	t internal note possible ncerns	Review Implementation/ Configuration Guide #3, clarify questions	Create list of configuration planning workshop findings that cannot be accommodated in the system without additional software	Translate design decisions to Configuration Planning List	Provide/edit online inspection f 2 days	Provide contractor registration 2 days application/questions, if	Set up compliance reports (Monthly and/or Quarterly), if	Set up contractor portal, if appli 2 days	tractor oplication, if	ρι			*				\(\)	
Task Name	Discuss best practices to incorporate (e.g. Complian reports, scheduled reports, contractor online bidding,	Review current internal processes and note possibl changes or concerns	Review Implementation/ Configuration Guide #3, or questions	Create list of configuration planning workshop findings that cannot be accommodal in the system without additional software	Translate design decisions Configuration Planning List	Provide/edit o	Provide contractor regist application/questions, if	Set up compliance reports (Monthly and/or Quarterly	Set up contrac	Configure contractor registration application, if	Configure Work Write Up an online bidding, if applicable	Task	Split	Milestone	Summary	Project Summary	Inactive Task	Inactive Milestone	
WBS Ta	1.3.2	1.3.3	1.3.4	1.3.5	1.3.6	1.3.7	1.3.8	1.3.9	1.3.10	1.3.11	1.3.12			א שטעי	מיכור				
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© QI	6 3	64	65	• 1	67	89	69	02	71	72	73			Project: Morth Carolina DCB - 9	Date: Wed 5/28/25				

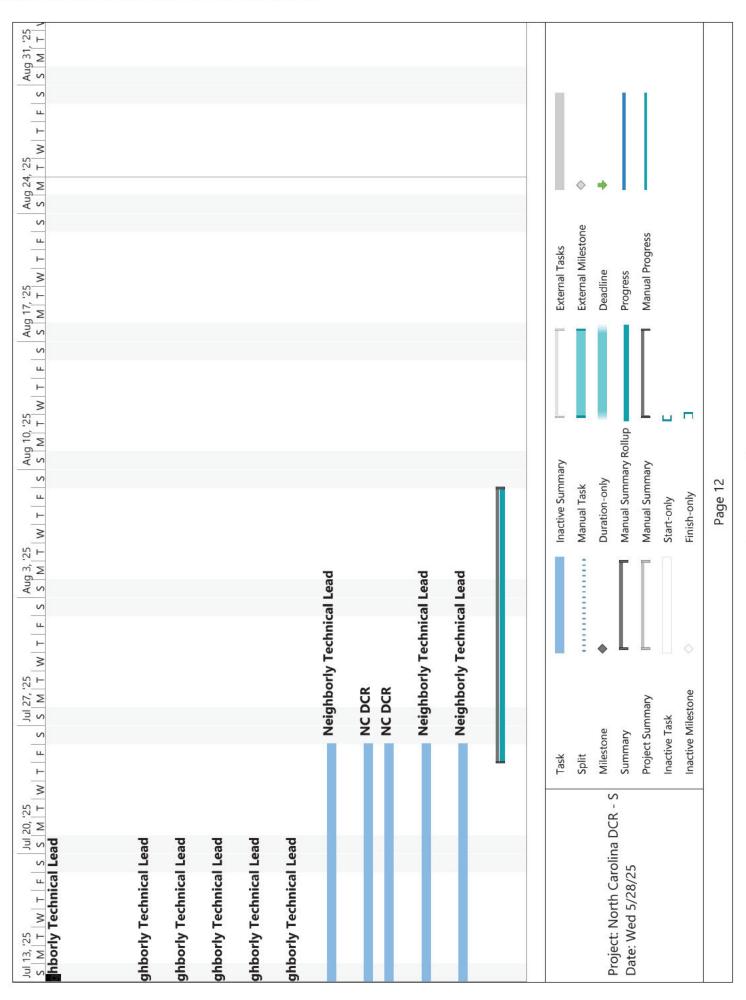
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Start	Fri 8/8/25	Fri 8/8/25	Fri 8/8/25	Fri 8/8/25	Fri 8/8/25	Fri 8/8/25	Fri 8/8/25	Fri 8/8/25	Fri 8/8/25	Fri 8/8/25	Fri 8/8/25	Fri 8/8/25	Inactive Summary	Manual Task	Duration-only	Manual Summary Rollup	Manual Summary	ylıc	-only	Page 7
Duration	2 days	2 days	Edits 2 days	2 days	2 days	2 days	2 days	2 days	2 days	2 days	2 days	2 days	Inactiv	-	Durati	Manus	Manus	Start-only	Finish-only	P
Task Name	Set up draw request process from subrecpient and	Demonstrate updated configuration and new functionaltiy	Administrative Proofing & Edit	Provide feedback on configuration, including	Update system based on feedback provided	Document all configuration changes made in system and submit report	Discuss best practices to for data imports	Proof and Edit Data Imports	Review, edit, and train on imported data	Demonstrate Reporting and Loan Functionality/ Custom	Discuss best practices to incoproate (e.g. Custom payment file, PowerBI Reports, DRGR reports, etc)	Build Custom Reports	Tack	Split	Milestone	Summary	Project Summary	Inactive Task	Inactive Milestone	
WBS Tasl	1.3.13	1.3.14	1.3.15	1.3.16	1.3.17	1.3.18	1.3.19	1.3.20	1.3.21	1.3.22	1.3.23	1.3.24			6	a DCR - S				į.
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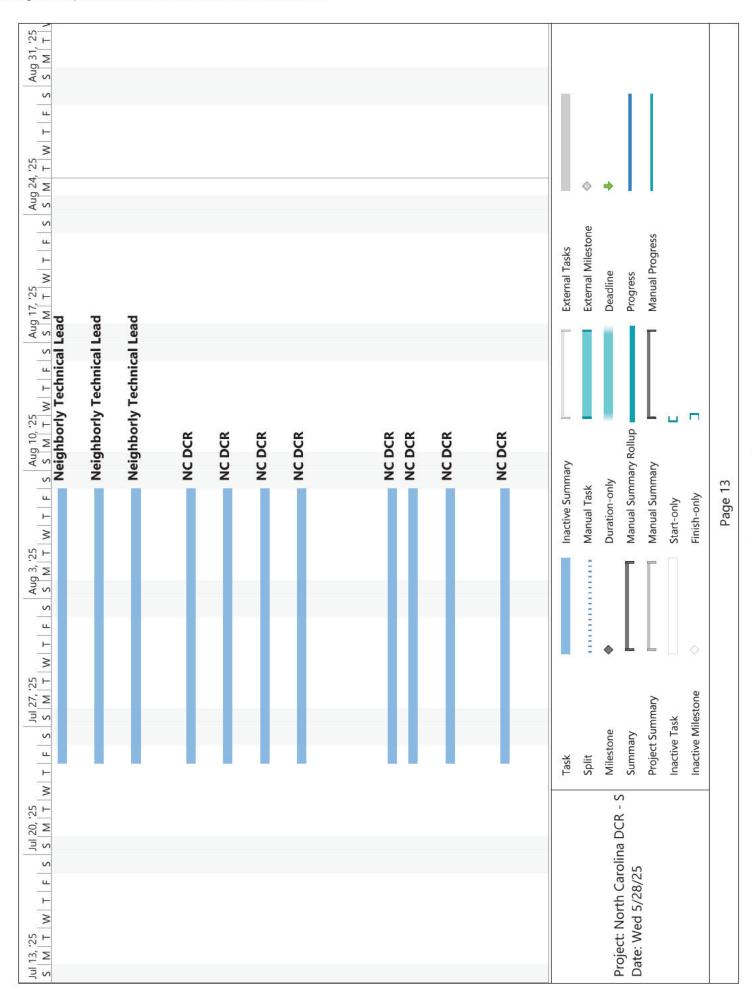
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Resource Names	Neighborly Senior BA	NC DCR	Neighborly Technical Lead	Neighborly Technical Lead	Neighborly Technical Lead	Mon 8/11/2 Neighborly Technical Lead	NC DCR	NC DCR	NC DCR	NC DCR	Neighborly Technical Lead	External Tasks	External Milestone	■ Deadline ◆	Progress	Manual Progress			
Finish	Mon 8/11/25	Mon 8/11/25	Mon 8/11/25	Mon 8/11/25	Mon 8/11/25	Mon 8/11/2	Mon 8/11/25	Mon 8/11/2 NC DCR	Mon 8/11/2 NC DCR	Mon 8/11/25	Mon 8/11/25						ш	П	
Start	Fri 8/8/25	Fri 8/8/25	Fri 8/8/25	Fri 8/8/25	Fri 8/8/25	Fri 8/8/25	Fri 8/8/25	Fri 8/8/25	Fri 8/8/25	Fri 8/8/25	Fri 8/8/25	Inactive Summary	Manual Task	Duration-only	Manual Summary Rollup	Manual Summary	uly	only	Page 8
Duration	2 days	2 days	2 days	2 days	2 days	2 days	2 days	2 days	Edits 2 days	2 days	2 days	Inactiv	_	Durati	Manua	Manua	Start-only	Finish-only	P.
	Review, edit, and train on reports and dashboards	Review current internal processes and note possible changes or concerns	Review Implementation/ Configuration Guide #4, clarify questions	Create list of configuration planning workshop findings that cannot be accommodated in the system without additional software	Ensure all data fields are available in Report Builder	Generate data dictionary	Create and Save standard reports via Report Builder	loans	Administrative Proofing & Edits	Provide feedback on configuration, including	Update system based on feedback provided			*		ary		tone	
Task Name	Review, e reports a	Review cu processes changes c	Review Im Configurat questions	Create list planning that cann in the system additional	Ensure all available	Generate	Create an reports vi	Generate loans	Administr	Provide fe configura	Update system bas feedback provided	Task	Split	Milestone	Summary	Project Summary	Inactive Task	Inactive Milestone	
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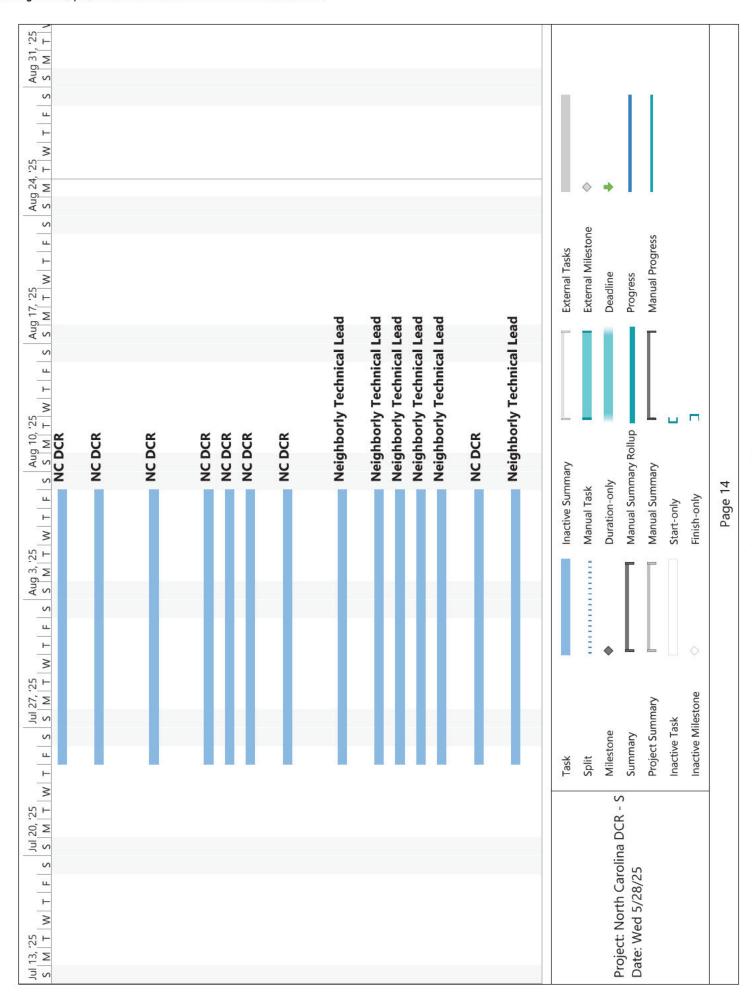
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	Document all configuration changes made in system and submit report	Provide rendered documents for Loans module.	4: Testing	Develop test cases	Create test scripts including pass/fail criteria	Assign test cases to the requirements matrix	Execute test cases and document findings	Remediate failed test criteria	5: Training	Create training materials, including process flow diagram	Review of the training plan schedule (2 hrs)	Conduct Session 1 Program Training - recorded (4 hrs)	Conduct virtual training to accounting, budget and fiscal staff - recorded (2 hrs)	Condcut virtual training for applicant - recorded (1 hr)	Task	Split	Milestone	Summary	Project Summary	Inactive Task	Inactive Milestone
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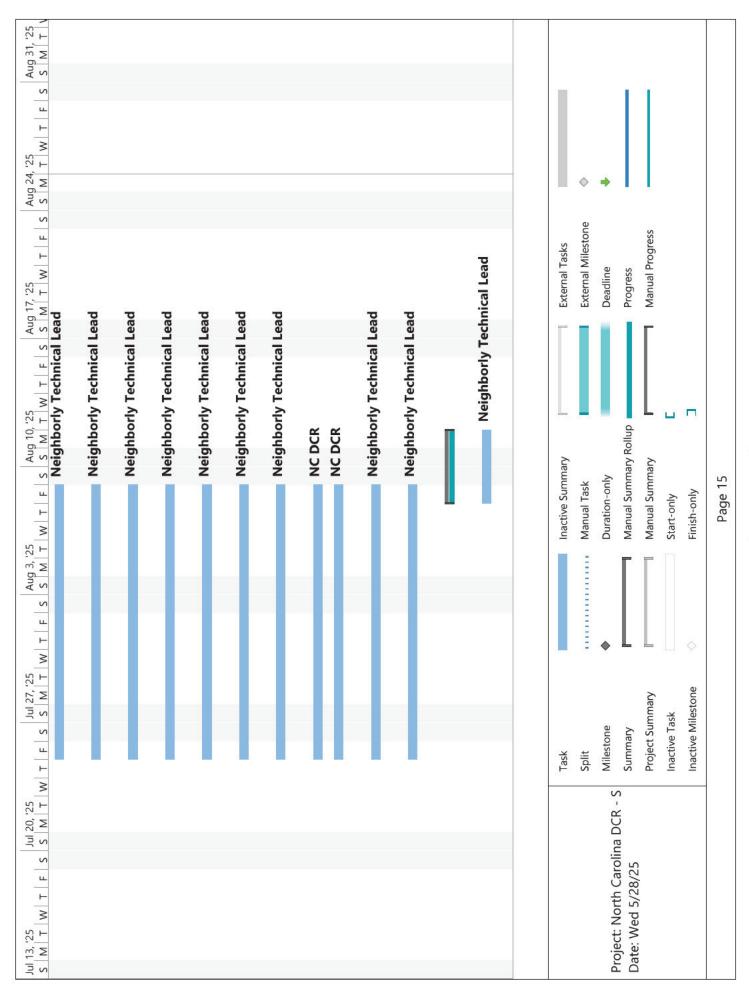
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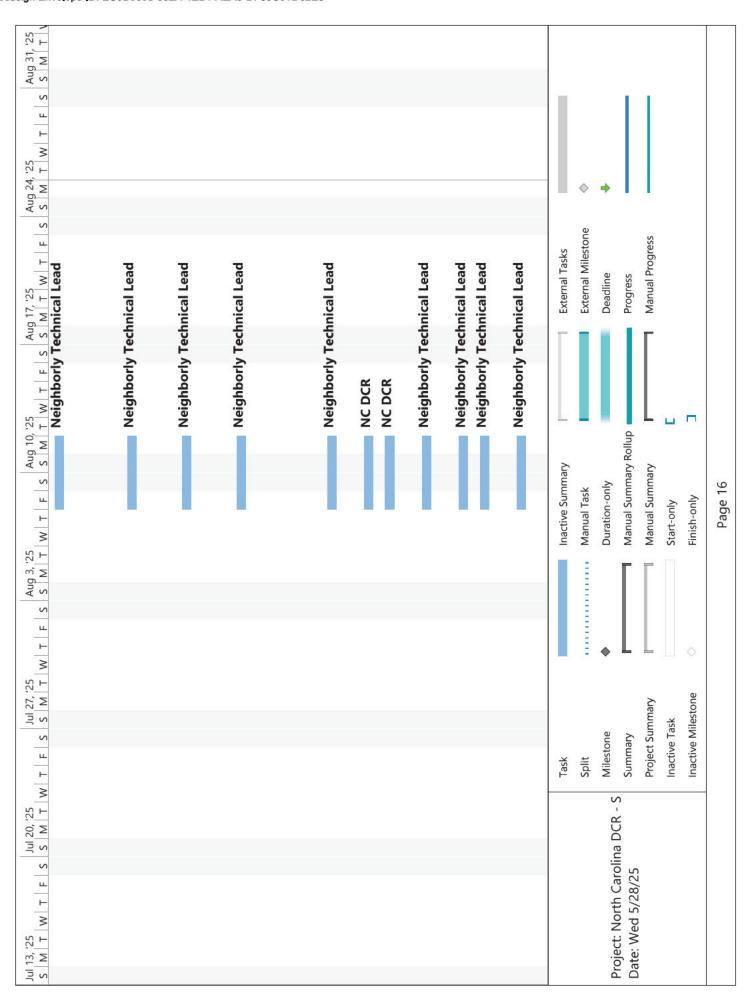


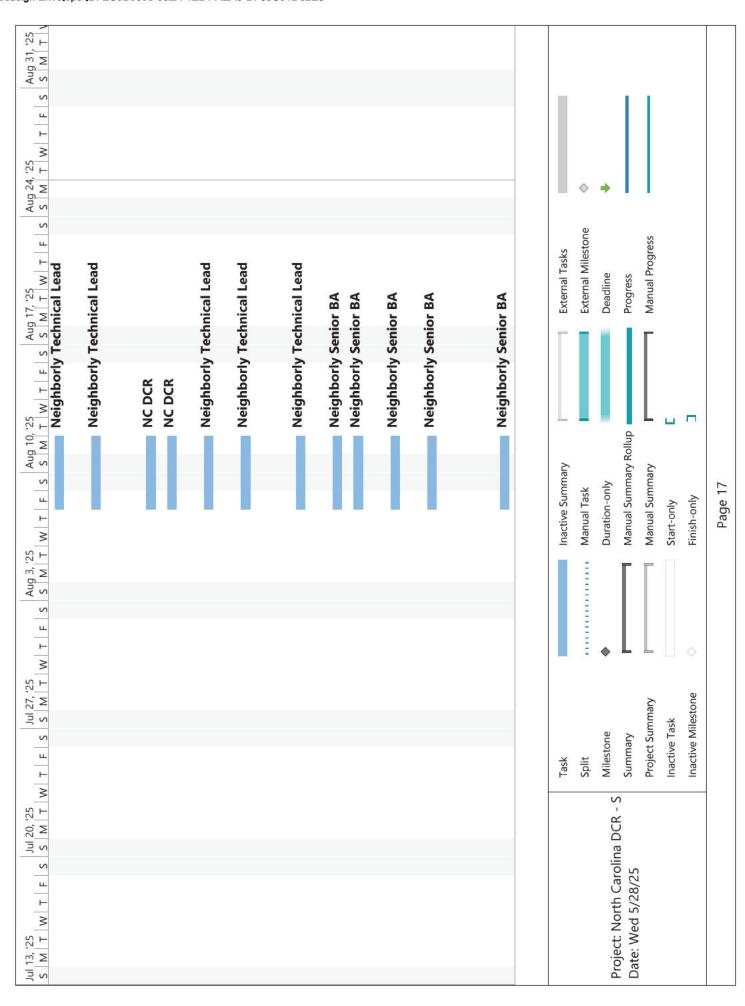


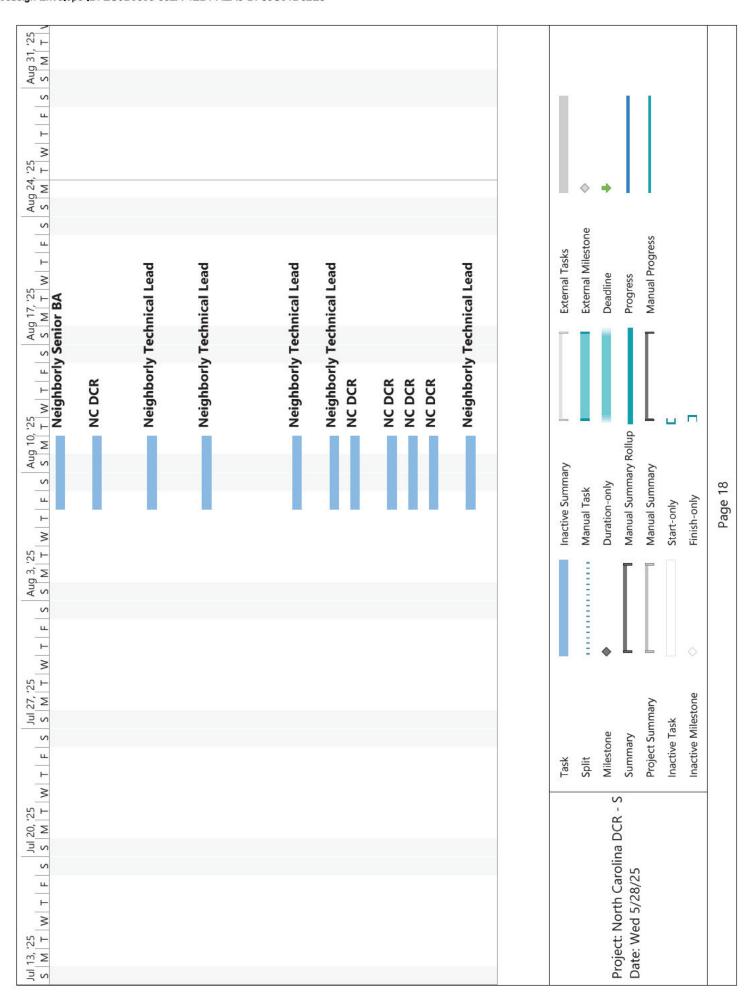












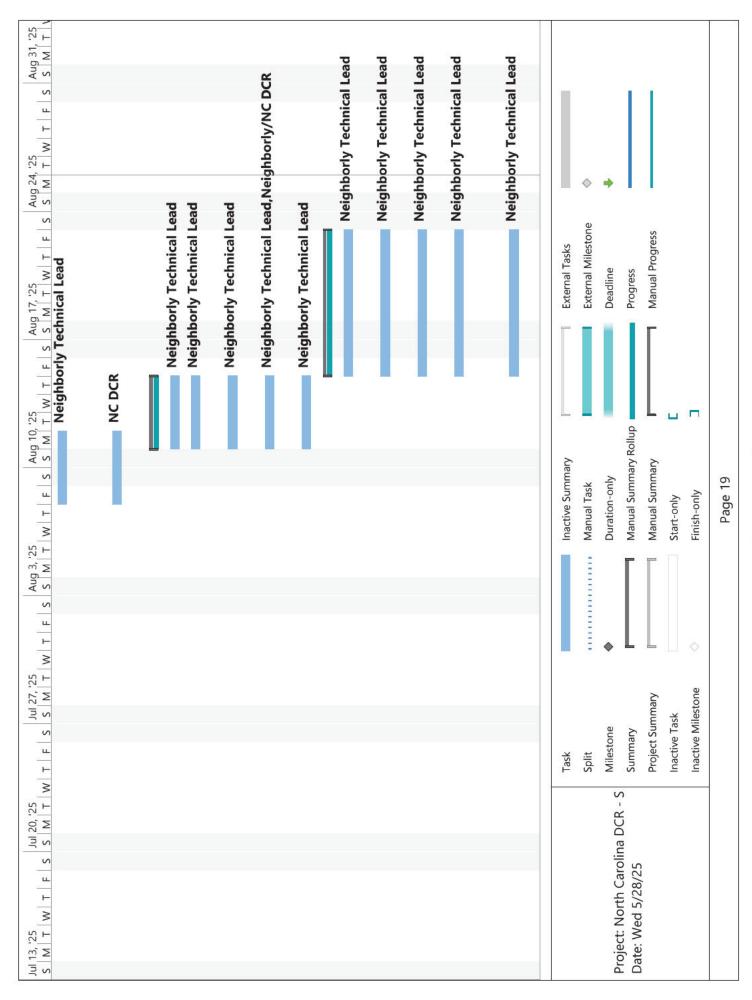




Exhibit E: Neighborly Software Certificate of Insurance

Exhibit E represents our current Certificate of Insurance. As clarified in the Q&A, we confirm that if awarded we will secure additional coverage to meet DCR's specific requirements.

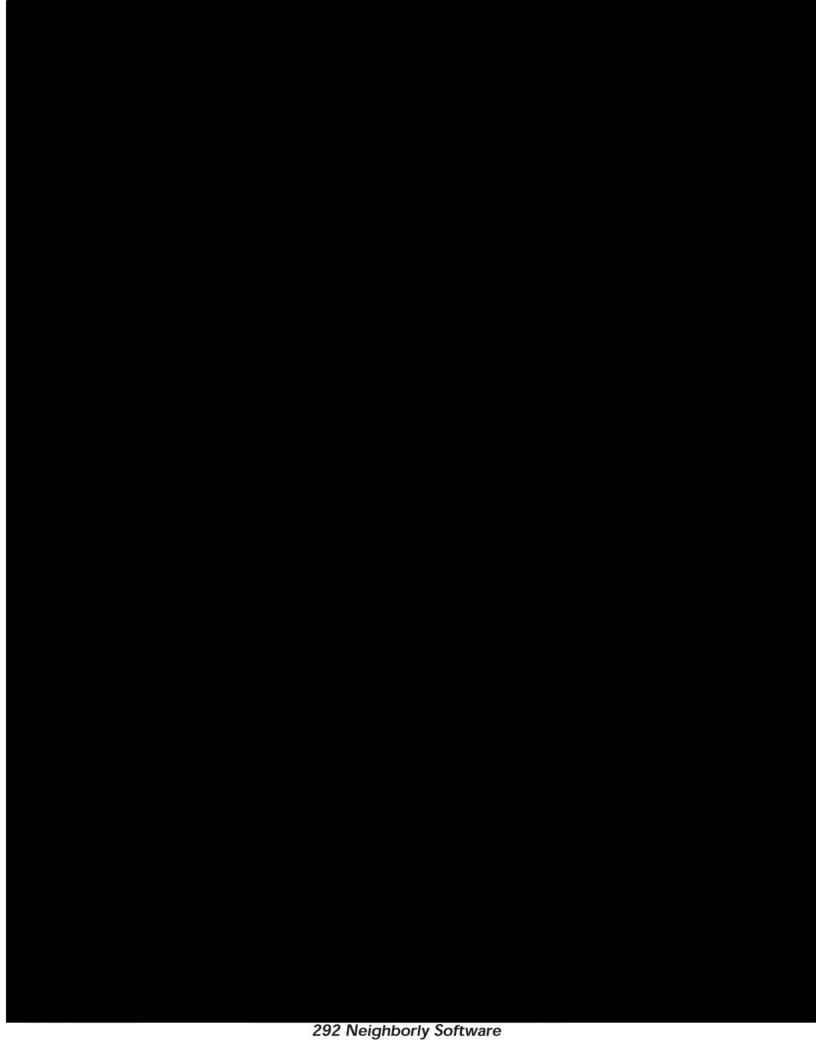


Exhibit F: Exceptions to Requirements and Specifications

Exhibit F outlines three items our team would like to discuss collaboratively with DCR. We've provided initial context for each and welcome the opportunity to explore them further. We understand DCR may not be in a position to accept modifications and appreciate your consideration.

Schedule of Exceptions for North Carolina RFP

Section 1. General Terms and Conditions Applicable to All Purchases – 2 Discussion Points

21) TERMINATION

i) Termination for Cause. Remove: "holding Vendor liable for any excess costs occasioned thereby, subject only to the limitations provided in Paragraphs 22) and 23) herein."

Explanation: Vendor would like to discuss liability for indirect, incidental, special, or consequential damages. We are willing to discuss a different cap for such scenarios.

39) PATENT, COPYRIGHT, AND TRADE SECRET PROTECTION

Explanation: Edits may be needed to address the following:

All rights, title, and interest in and to the Software as well as any improvements, modifications, enhancements, updates, or derivative works created by Vendor, whether during the term of this Agreement or otherwise, are and shall remain the exclusive property of Vendor. Vendor shall also retain all intellectual property rights, including but not limited to copyrights, patents, trade secrets, and any other proprietary rights related to the Software, its components, and any associated inventions, designs, or discoveries. State shall have no rights, title, or interest in the Software or any proprietary rights related thereto.

Section 2: Terms and Conditions Applicable to Vendor Hosted Solutions – 1 Discussion Point

2) ACCESS AND USE OF SAAS SERVICES:

e)

Explanation: In order to remain compliant with our SOC2, Vendor does require the acceptance of its Privacy Policy and End User License Agreement to access Neighborly Software, both of which are provided with our response.

Section 3: Terms and Conditions Applicable to Personnel and Personal Services – 0 Discussion Points

Exhibit G: Neighborly Software License and End User Agreements

As referenced in Exhibit F, Exhibit G includes Neighborly Software's License and End User Agreements. Maintaining our SOC 2 Type II compliance is essential to ensuring a secure, reliable, and industry-leading platform. As part of that commitment, our standard process includes customer acceptance of these agreements. Should DCR have any concerns, we are happy to engage in further discussion.

MASTER SERVICES AGREEMENT

This Master Services Agreement ("MSA") is entered into by and between Benevate, LLC, a Delaware Limited Liability Company (the "Company") and the Customer (collectively referred to as the "Parties") and establishes the terms under which Customer may use the Software.

1. DEFINITIONS.

- a. "Confidential Information" means all information, in oral, written, machine readable, sample or any other form, that either Party discloses ("Discloser") to the other ("Recipient") relating to the business of Discloser, whether furnished before or after the Effective Date of this MSA, including, without limitation, information related to pricing, products, services, security, and any implementing regulations or guidelines, proprietary business practices, policies, finances, procedures, sales, costs, liabilities, markets, strategies, concepts, methods or employees, that is not generally ascertainable from public or published information or sources, and all analyses, compilations, data, studies, notes, memoranda or other documents prepared by Discloser based on such Confidential Information.
- b. "Documentation" means the applicable training materials, user guides, publicly available marketing and/or proposal materials, and other similar information, or other documents disseminated under or governed by confidentiality obligations which pertain to the Software or Services provided by Company, which may be updated by Company at any time without notice to include information about new features and incorporate feedback to help Company's customers understand how to use the Software and Services.
- c. "Customer Data" means all non-public information or data that is inputted or uploaded into the Customer's portal(s) by the Customer or the Customer's end users.
- d. "Order" or "Order Form" means a transaction document identifying the services ordered by the Customer, the associated fees, and commercial details applicable to the order.
- e. "Portal" means the individual instance created within Neighborly Software to administer program(s) as created and specified in an applicable Order.
- f. "Professional Services" refers to non-standard, fee-based services that are not included as part of the Company's standard Software or Services offering. These services are available upon request and are defined in a mutually agreed-upon Statement of Work or Addendum. Examples of Professional Services include, but are not limited to:
 - Customized training sessions tailored to the Customer's unique workflows or user groups
 - Professional development services
 - Power BI consulting or report development
 - Data migration assistance beyond standard import templates
 - Custom integrations or configurations
- g. "Services" means standard onboarding, implementation services, technical support services, and other services provided by Company and as described in an Order or this MSA but shall exclude all Professional Services.
- h. "Software" means the proprietary web-based products referred to as Neighborly Software, including, but not limited to, the source code, object code or underlying structure, ideas, know-how or algorithms, documentation, or data related to the services provided by Company, or its licensors identified in an Order and subsequently made available to Customer by Company in accordance with an Order or this MSA.
- i. "Subscription User" means those individuals designated and authorized by the Customer to use one of the purchased subscriptions to access the Software available through a specified Portal, using his or her login credentials (email address and password), which may only be used by that single, named user.

2. SOFTWARE AND SERVICES.

- a. During the Term of this MSA, Customer will have subscription access to, and use of, the Software, as described in detail in the Order, by enabling a Portal(s) for Customer to access through a web browser for the number of Subscription Users identified in the Order.
- b. The Services to be provided by Benevate under this Agreement are explicitly outlined in the definitions above and in any accompanying Order Form. Any work, deliverables, or tasks outside the scope defined herein will not be performed unless mutually agreed upon in writing by both parties.
- c. This Agreement does not contemplate any customized products, services, work-for-hire, or code developed exclusively for Customer that would result in ownership rights for the Customer. If the Parties agree that Company shall provide such non-standard Professional Services, the description of the services and applicable ownership rights with respect to such non-standard Professional Services will be set forth in a separately executed Professional Services Agreement.
- d. Customer may request that Company provide Professional Services in connection with the Software or Services in accordance with terms mutually agreed upon in an applicable SOW and as otherwise set forth in this Agreement. Unless otherwise stated, Company shall provide such Professional Services based on an hourly rate specified in the applicable SOW. Company shall provide an estimate of the charges for any Professional Services. With respect to any deliverables (which shall be defined in the applicable SOW) associated with the Professional Services, Customer shall have a license to access and use such deliverables concurrently with the access and use of the Software and Services during the Subscription Term. All ownership rights, titles, and interests in and to any scripts, software, documentation, materials, methodologies, know-how or other such information or materials that are developed or provided by Company in the course of delivering the Professional Services, is and will remain the exclusive property of Company. Customer may, subject to payment of all Fees due under this Agreement, retain any deliverables provided to it under a SOW and may use such deliverables for its own internal purposes to the extent that such retention and use does not violate the terms of this Agreement.
- e. Company will make available to Customer all updates and any documentation for such updates to the Software. Company will use commercially reasonable efforts to ensure that (i) new features or enhancements to existing features are synchronized with the previous version, and (ii) updates will not degrade the performance, functionality, or operation of the Software. General maintenance of the system is completed on a regular basis to ensure optimal performance of the Software.
- f. Service Levels. Company will use commercially reasonable efforts to maintain the availability of the Software at a level of 99.5%. For further specifications regarding the Service Levels, refer to Service Level Terms attached as Exhibit "A" to this MSA.
- g. Data Storage. All Customer Data will be stored, processed, and maintained solely in data centers located in the United States.
- h. Backup and Recovery of Customer Data. Company is responsible for maintaining a backup of the Customer Data and for an orderly and timely recovery. Company shall maintain a contemporaneous backup of Customer Data that can be recovered within a reasonable period of time, not to exceed forty-eight (48) hours.

3. SUBSCRIPTION USERS.

- a. Generally. Each Subscription User must create a username and password to access the Software. Subscription Users are prohibited from sharing their login credentials with anyone else or allowing others to use their credentials to access the Software. The authorized number of Subscription Users is specified in the Order or as otherwise requested and approved in writing during the Term.
- b. Prorated Additions. Subscription Users may be added at any time during the Subscription Term on a prorated basis, meaning the fee for additional users will be calculated based on the remaining duration of the current annual subscription period.

- c. Decreases upon Renewal. The number of Subscription Users may only be decreased at the time of annual renewal of the subscription. Any reduction in Subscription Users will be effective for the upcoming renewal period, and the corresponding fee will be adjusted accordingly.
- d. User Swaps. The Customer may swap one Subscription User for another at any time during the Subscription Term, provided that the total number of Subscription Users remains unchanged. Any such swap must be communicated to the Company in writing, and the Company will provide access to the new user upon receipt of the request.
- e. No Refunds for Deactivation. No refunds or credits will be issued for any Subscription Users deactivated during the annual Subscription Term, regardless of the reason for deactivation.

4. CUSTOMER RESTRICTIONS AND RESPONSIBILITIES.

- a. Customer will not, directly, or indirectly: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the services or any software, documentation, or data related to the services; (ii) modify, translate, or create derivative works based on the services or the Software; (iii) use the Software to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (iv) interfere with or disrupt the integrity or performance of the Software; (v) attempt to gain unauthorized access to any service or content within the Software or its related systems or networks; and/or (vii) copy a service or any part, feature, function or user interface thereof; nor access any service or content in order to build a competitive product or software.
- b. Customer is responsible for ensuring that use of the Software is consistent with all applicable laws, regulations, and program requirements. To the extent permitted by law, Customer acknowledges that Company shall not be held responsible for any claims, liabilities, or expenses (including reasonable legal fees) that may arise solely from Customer's failure to comply with such laws or requirements in connection with its use of the Software.
- c. Customer acknowledges and agrees that the Software is a tool provided by Company to support and streamline the administrative processes associated with Customer's grant programs. Customer retains full responsibility for the design, structure, eligibility criteria, delivery, and administration of such programs, including compliance with all applicable laws, regulations, and funding requirements. Company does not assume control over or responsibility for any aspect of Customer's program design or administration. Customer is responsible for notifying Company of any changes to compliance requirements or program parameters that may affect the Software configuration or functionality.
- d. Customer is responsible for the actions and activities of its Subscription Users and must promptly inform Contractor of any changes to user status, including when access should be modified or deactivated. Customer must also notify Contractor immediately if it becomes aware of any lost, stolen, or compromised login credentials, or any actual or suspected security breach involving such credentials. Contractor is not liable for any claims, damages, or losses resulting from the actions, omissions, or misuse of the Software by Subscription Users, including unauthorized access or other conduct—whether intentional or negligent.
- e. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Software, including, without limitation, modems, hardware, servers, software, operating systems, networking, web servers and the like.
- f. Implementation. Implementation fees are based on a mutually agreeable Implementation Schedule (based on the number of programs purchased). Customer agrees to allocate the time and personnel necessary to complete implementation during this period. Unless the Parties agree to an alternative schedule, in writing, implementations extending beyond the allocated time, caused solely by the Customer, will be subject to a weekly charge of \$1,000.00 per additional week.

5. CONFIDENTIALITY; PROPRIETARY RIGHTS

- a. Duty Not to Disclose Confidential Information. In connection with the MSA, Recipient, and its employees and agents (collectively referred to as "Recipient" in this paragraph), may have access to the Confidential Information of the Discloser. Recipient shall keep the Confidential Information of the Discloser in strict confidence and use it only for the purpose of performing its duties under this MSA. Recipient will not directly or indirectly disclose, publish, disseminate, make available or otherwise communicate in any way, to any third person not having a need to know in order to perform its duties under this MSA, any Confidential Information of the Discloser, without the Discloser's prior written consent. Recipient will have appropriate safeguards in place within its organization to restrict access to Confidential Information to only those individuals as needed in connection with the performance of this MSA. Recipient will take care of Confidential Information using at least the same standard of care it would use with its own confidential information, but in no event shall Recipient use less than reasonable care in protecting such Confidential Information.
- b. Mandatory Disclosures. If Recipient is required by a binding order of a governmental agency or court of competent jurisdiction to disclose any Confidential Information of the Discloser, it shall, if legally permitted, provide Discloser with prompt written notice (via e-mail that is acknowledged as received) allowing the Discloser an opportunity to object prior to Recipient's compliance with requested disclosure. The written notice shall provide Discloser with sufficient information describing the content of the information to be disclosed. If such objection is unsuccessful, then Recipient shall produce only such Confidential Information as is required by the court order or governmental action.
- c. Requests for Customer Data. If the Company receives a request for Customer Data, the Company will direct the requesting entity to contact the Customer directly.
- d. Customer shall own all rights, title, and interest in and to the Customer Data, as well as any data that is based on or derived from the Customer Data and provided to Customer in support of the provision of Services.
- e. The Customer acknowledges and agrees that all rights, title, and interest in and to the Software as well as any improvements, modifications, enhancements, updates, or derivative works created by the Company, whether during the term of this MSA or otherwise, are and shall remain the exclusive property of the Company. The Company shall also retain all intellectual property rights, including but not limited to copyrights, patents, trade secrets, and any other proprietary rights related to the Software, its components, and any associated inventions, designs, or discoveries. The Customer shall have no rights, title, or interest in the Software or any proprietary rights related thereto, except for the limited, subscription access granted by the Company under the terms of this MSA.
- f. Company shall have the right to collect, use, and disclose quantitative data derived from Customer's use of the Software for industry analysis, benchmarking, analytics, marketing, and other business purposes in support of the provision of services. For clarity, any such data collected, used, and disclosed will be in anonymized, aggregate form only and shall not include any Customer Confidential Information or any personally identifiable information.

6. FEES & PAYMENT TERMS

- a. Payment Terms. Customer shall pay the applicable fees set forth in the Order. Unless otherwise stated in the Order, Customer will pay such fees within thirty (30) days from the date of the invoice.
- b. Suspension of Service for Late Payments. If the Customer fails to pay any invoice in full within thirty (30) days from the due date, the Company shall have the right to suspend access to the Software. Suspension of access in accordance with this subsection shall not be deemed a breach of this MSA.
- c. Annual Increase for Subscription Services. Unless otherwise stated in an Order, fees for all subscription services shall automatically increase by five percent (5%) upon each annual renewal.
- d. One-Time Services. Unless otherwise specified in an applicable Order, all one-time services (including new program implementations) will be charged at the Company's rates in effect at the time the service is requested. Any one-time service purchased must begin within one (1) year from the date of purchase. If the service does not

commence within this one-year period, the Customer will be required to pay the difference between the original fee and the current rate at the time the service begins, unless: (1) the Parties agree to an extension in writing, or (2) the delay is solely caused by the Company.

e. Taxes. The fees do not include any taxes, including, without limitation, sales, use or excise tax. If Customer is a tax-exempt entity, a tax-exempt certificate must be provided. Otherwise, Company will pay all applicable taxes to the proper authorities and Customer will reimburse Company for such taxes (this excludes Company's income taxes, both federal and state, as applicable, arising from Company's performance of this MSA).

7. TERM AND TERMINATION

- a. This MSA shall apply to all Orders that reference this MSA and will continue for a period of up to five (5) years from the date of the first Order ("Initial Period"), so long as there is a valid Order between the Parties. This MSA will be deemed to have been automatically extended until the termination date of the last Order entered into by the Parties during the Initial Period. No new Orders can be entered into after the Initial Period, unless this MSA is renewed by the Parties.
- b. Term of Order. Each Order will specify the Subscription Term. Unless otherwise stated in an applicable Order and subject to earlier termination as provided herein, each Order shall <u>automatically renew</u> for additional one (1) year periods throughout the Initial Period, unless either party requests termination at least thirty (30) days prior to the end of the then-current one-year term.
- c. Termination. Either party may terminate this MSA and/or any Order (i) upon the other party's material breach that remains uncured for fifteen (15) days after receiving a reasonably detailed written notice describing the breach, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.
- d. Consequence of Termination. The termination or expiration of an Order shall not affect the validity or continuance of any other Order pursuant to this MSA or this MSA itself.
- e. Termination Procedures. Upon termination of this MSA or an applicable Order for any reason, the Parties shall proceed with the following procedures: (i) Company will immediately disable access to the applicable Portal(s); (ii) Customer will provide contact information necessary to facilitate the return of the Customer Data within thirty (30) days following termination; (iii) Company shall return the Customer Data via the Secure File Transfer Protocol promptly upon receipt of necessary information from Customer to facilitate the return; and (iv) Customer Data will be deleted within sixty (60) days from the date that the Customer Data is returned.
 - If Customer fails to cooperate in facilitating the return of the Customer Data, Company reserves the right to delete the Customer Data ninety (90) days after the termination of this MSA or an applicable Order. Customer is solely responsible for ensuring that the Customer Data is downloaded, stored, and reviewed. Customer acknowledges and agrees that Company has no obligations whatsoever with regard to the Customer Data following the final destruction. Upon request, Company will provide Customer with a Certification of Data Destruction. This Section shall survive the termination of this MSA.
- f. Optional Data Retention. If Customer desires for Company to retain the Customer Data beyond sixty (60) days from the date of the final extraction, Customer must make that request, in writing (via email), and receive an acknowledgement of said request. Requests that do not receive an acknowledgement or requests that are made after the sixty (60) day window are not considered valid. The minimum cost for continued data retention is \$6,000.00 for six (6) months.

8. WARRANTY AND DISCLAIMER

- a. Company Warranty. Company represents and warrants the following: (a) the Documentation sufficiently describes features, functionality, and operation of the Software as applicable; (b) the Software, as applicable, conforms to the Documentation and is free from defects in material and workmanship; (c) the Software does not contain any viruses or other malicious threats, programs, features, or devices ("Viruses") that could harm Customer, and Company uses commercially reasonable efforts to prevent and eradicate such Viruses; and (d) that the Software does not and will not infringe, misappropriate, or otherwise violate the intellectual property rights of any third-party. Furthermore, consistent with prevailing industry standards, Company shall maintain the Software in a manner which minimizes errors and interruptions and shall perform the Services in a professional and workmanlike manner. Notwithstanding the foregoing, the Software may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, or because of other causes beyond Company's reasonable control, but Company shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.
- b. DISCLAIMER. EXCEPT AS EXPRESSLY SET FORTH HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, COMPANY DISCLAIMS ALL WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. COMPANY DOES NOT WARRANT THAT THE SERVICES WILL BE ERRORFREE OR UNINTERRUPTED OR GUARANTEE THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SOFTWARE. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY THE COMPANY.

9. DATA SECURITY BREACH NOTIFICATION AND RESPONSE

The Company maintains appropriate technical and organizational measures to protect Customer Data from accidental loss, unauthorized access, use, alteration, or disclosure. In the event of any compromise or suspected compromise of the security, confidentiality, or integrity of Customer Data, or of the physical, technical, administrative, or organizational safeguards related to its protection, the Company shall, as applicable: (i) notify the Customer as soon as practicable, but no later than twenty-four (24) hours after becoming aware of the occurrence; (ii) cooperate with the Customer in investigating the occurrence, including making available all relevant records, logs, files, data reports, and other materials required to comply with applicable laws; and (iii) take any other actions required to comply with applicable State law resulting from the occurrence.

10. INDEMNITY

- a. Company will indemnify, defend, and hold harmless the Customer against all claims, suits and actions asserted by an unaffiliated third-party against the Customer for liabilities, damages and costs, including reasonable attorneys' fees, incurred in the defense of any claim brought against Customer alleging that the Software infringes or misappropriates a third-party's U.S. registered patent right, trademark, or copyright (an "Infringement Claim"). Company's indemnity obligation under this section shall not extend to claims that arise from any of the following:
 - (1) Any unauthorized modification of the Software by Customer where the Software would not be infringing without such modifications.
 - (2) Customized portions of the Software designed in accordance with written specifications provided by Customer where the Software would not be infringing but for Company's compliance with such written specifications.
 - (3) The combined use by Customer of the Software with other components, products, or services not provided by Company where the Software would not be infringing but for such combination.
 - (4) Workflows, analytic applications, algorithms, or other applications or programming built by Customer or created by or on behalf of Customer without Company's approval.

- b. The indemnification obligations set forth in this Section are subject to the following conditions:
 - (1) Customer provides Company with prompt written notice of any Infringement Claim;
 - (2) Company is permitted to assume sole control over the defense and settlement of the Infringement Claim;
 - (3) Customer provides reasonable cooperation and assistance in the defense of such claim, at Company's expense.
 - (4) Customer does not settle or compromise any Infringement Claim without the prior written consent of Company.
- c. If the Software becomes, or in Company's reasonable opinion is likely to become, the subject of an Infringement Claim, Company may, at its sole option and expense: (i) obtain the right for Customer to continue using the Software; (ii) replace or modify the Software to make it non-infringing while maintaining substantially similar functionality; or (iii) if neither (i) nor (ii) is commercially reasonable, terminate Customer's license to the affected Software and refund any prepaid, unused fees for the remaining subscription term.
- d. The Company's total liability under this Section shall not exceed the limits of insurance coverage required to be maintained under this Agreement.

11. LIMITATION OF LIABILITY

- a. Limitation of Liability. In no event shall either party's total liability arising from or related to this MSA exceed the amounts paid and/or due from the Customer under the respective Order related to the claim during the twelve (12) month period immediately preceding the event giving rise to such liability.
- b. Exclusion of Certain Damages. Neither party shall be liable for any indirect, punitive, special, exemplary, incidental, or consequential damages (including, without limitation, loss of revenue, profits, or use) arising out of or relating to this MSA, even if that party has been advised of the possibility of such damages.
- c. Exceptions to Liability Limitations. Notwithstanding the foregoing, nothing in this section shall exclude or limit the liability of a party for any liability: (1) that cannot be excluded or limited under applicable law (including liability for death, bodily injury, or fraud), or (2) related to the indemnity obligations set forth in Section 10.

12. INSURANCE

During the course of performing its duties under this MSA, Company agrees to maintain the following levels of insurance: (a) Commercial General Liability of at least \$2,000,000 in aggregate and \$1,000,000 each occurrence; (b) Professional Liability (E&O) of at least \$5,000,000; (c) Cyber Liability of at least \$5,000,000; (d) Commercial Auto Insurance for Hired and Non-Owned vehicles of at least \$1,000,000; and (e) Workers Compensation complying with applicable statutory requirements. Company will provide Customer with copies of certificates of insurance upon Customer's written request.

13. DISPUTE RESOLUTION

With the exception of actions for injunctive relief for actions arising under the Confidentiality provisions set forth herein, the Parties intend that any and every dispute by and between them, including but not limited to any dispute arising out of or relating to this MSA or the breach, termination, enforcement, interpretation or validity thereof, be resolved first by resorting to mediation, to be conducted in a mutually agreeable location in accordance with the laws of the State of Delaware.

14. NOTICE

Any notice required or permitted by this MSA shall be in writing and shall be deemed sufficient when delivered (a) personally or by overnight courier, (b) sent by email, or (c) forty-eight (48) hours after being deposited in the U.S. mail as certified or registered mail with postage prepaid, addressed to the party to be notified at such party's address or email address as set forth in the applicable Order or as subsequently updated in writing.

15. MISCELLANEOUS

- a. Severability. If any provision of this MSA is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this MSA will otherwise remain in full force and effect and enforceable.
- b. Waivers. The failure of a party to enforce any right or provision in this MSA will not constitute a waiver of that right or provision unless the waiver is in writing, signed by the waiving party.
- c. Company may use Customer's name and/or logo in marketing materials.
- d. Entire MSA and Modifications. This MSA and any applicable Order(s) constitute the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of this MSA, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein.
- e. Assignment. This MSA is not assignable, transferable, or sub-licensable by either Party without the other Party's prior written consent, except as such assignment, transfer or sublicense is in connection with a merger, acquisition, or similar change of control event.
- f. Relationship. No agency, partnership, joint venture, or employment is created as a result of this MSA and the Parties do not have any authority of any kind to bind the other Party in any respect whatsoever.
- g. Force Majeure. Neither Party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder (except for the payment of amounts due) to the extent caused by strikes, shortages, riots, insurrection, fires, flood, storm, explosions, pandemics, acts of God, terror, war, governmental action, labor conditions, earthquakes, material shortages or any other cause which is beyond the reasonable control of such party. Upon an occurrence of an event of force majeure, Company cannot ensure uninterrupted or error free service or access to the Software or Services and there may be periods where access is delayed, limited or unavailable. Company shall use commercially reasonable efforts to provide the Software or Services to Customer in accordance with its Business Continuity and Disaster Recovery Plan a copy of which will be provided upon written request.
- h. Applicable Law. This MSA, and all matters arising out of or relating to it, including any disputes, claims, or causes of action, shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles.

EXHIBIT A

Service Level Terms

This Exhibit A outlines the Company's commitments to provide Support Services and problem resolution regarding the performance of the Software.

1. Definitions.

- a. "Error" means a failure of the Software to perform in accordance with the Documentation, resulting in the inability to use, or material restriction in the use of, the Software.
- b. "Scheduled Downtime" means any period of time during which the Software is unavailable due to the Company's planned maintenance and support of the Software. Scheduled Downtime is excluded from the 99.5% Service Availability calculation.
- c. "Support Services" means technical support assistance provided by Company personnel to Customer's designated administrators for problem resolution, bug reporting, and/or technical assistance.
- d. "Unscheduled Downtime" means any time the Software is not available due to an event or circumstance excluding Scheduled Downtime or Force Majeure and the amount of time required by Company to resolve or provide a work around for the failure of any documented feature required to complete a primary function of the Software in accordance with the Documentation.
- e. "Update" means any error correction, bug fix, patch, enhancement, improvement, update, upgrade, new version, release, revision or other modification to the Software provided or made available by the Company pursuant to the MSA, including, without limitation, any update designed, intended, or necessary to make the Software or Customer's use thereof compliant with applicable law.

2. Service Availability.

a. Company will use commercially reasonable efforts to maintain the availability of the Software to the Customer at 99.5%. All Updates will be completed outside of standard business hours (same as Support Hours). Notification of Updates will not be provided unless downtime is expected. If major Updates are required during standard business hours due to necessity, Company will provide notification to Customer as soon as reasonably possible. Updates during Scheduled Downtime are excluded from the 99.5% Service Availability calculation.

3. Technical Support.

- a. Availability. With the exclusion of Federal Holidays, Technical Support is available from 8:00 a.m. to 8:00 p.m. EST, Monday Friday. ("Support Hours").
- b. Procedure. Customer must initiate a helpdesk ticket during Support Hours by sending an email to support@neighborlysoftware.com. Company will use commercially reasonable efforts to respond to all Help tickets in the manner set forth below in Paragraph 4.
- c. Conditions for Providing Support. Company's obligation to provide Software in accordance with the stated Service Availability is conditioned on Customer providing Company with sufficient information and resources to correct the Error, as well as access to the personnel, hardware, and any additional systems involved in discovering the Error.
- 4. **Ticket Resolution.** Company will use all commercially reasonable efforts to resolve support tickets in

the process described below. Response metrics are based on issues being reported during Support Hours.

- a. <u>Standard Ticket</u>: Issue does not significantly impact the operation of the Software or there is a reasonable workaround available.
 - (i) <u>Response Metric:</u> Company will use commercially reasonable efforts to respond and resolve all Standard tickets within eight (8) business hours of notification.
- b. Priority Ticket: Software is usable, but some features (not critical to operations) are unavailable.
 - (i) <u>Response Metric</u>: Company will use commercially reasonable efforts to respond to all Priority tickets within two (2) hours and resolve Priority tickets within six (6) business hours of notification.
- c. <u>Emergency Ticket</u>: Issue has rendered Software unavailable or unusable, resulting in a critical impact on business operations. The condition requires immediate resolution.
 - (i) <u>Response Metric</u>: Company will use commercially reasonable efforts to respond to all Emergency tickets within one (1) hour and resolve Emergency tickets within two (2) business hours of notification.
- 5. **Remedies.** If Customer reasonably believes that Company has failed to achieve its Service Availability commitments in any given month, the Company shall, following Customer's written request, provide a report that contains true and correct information detailing Company's actual Service Availability performance. Customer must have reported an issue with the Service Availability within the calendar month and must request the report within ten (10) days of the end of the calendar month. The sole remedies for failure to meet the Service Availability level of commitment is a service refund based on the following:
 - a. less than 99.5% but equal to or above 97%, Company shall provide Customer with a root cause analysis and a written plan for improving Company's Service Availability to attain the 99.5% Service Availability and Company shall promptly implement such plan;
 - b. between 96.9% and 95%, Company shall provide Customer with a service refund in an amount equal to 10% of the prorated amount of the Subscription Fees for one month;
 - c. between 94.9% and 92%, Company shall provide Customer with a service refund in an amount equal to 25% of the prorated amount of the Subscription Fees for one month;
 - d. Less than 92%, Company shall provide Customer with a service refund in an amount equal to 100% of the prorated amount of the Subscription Fees for one month.
- 6. **Exclusions.** Company shall have no liability for, and shall make no representations or warranties respecting Service Availability or lack of availability of the Software due to: (1) outages caused by the failure of public network or communications components; (2) outages caused by a Force Majeure event; (3) outages or Errors caused by the Customer's use of any third-party hardware, software, and/or services; (4) Errors caused by the individual user's desktop or browser software; (5) Errors caused by the Customer's negligence, misconduct, hardware malfunction, or other causes beyond the reasonable control of the Company; and/or (6) Customer has not paid Fees under the MSA or an applicable Order when due.

END USER LICENSE AGREEMENT

This End User License Agreement (EULA) is a legal agreement between You (the "Licensee") and Benevate, LLC (the "Licensor" or "Benevate") regarding the use of Neighborly Software (defined below). By using Neighborly Software, Licensee agrees to be bound by the terms and conditions set forth in this EULA. If Licensee does not agree to the terms and conditions in this EULA, then Licensee may not access Neighborly Software. Please contact your local program administrator for information to determine if the jurisdiction offers alternative methods to apply for program(s).

1. Definitions.

- a. "Confidential Information" means all information, oral or written, that either party discloses ("Discloser") to the other ("Recipient") that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. The Licensees' Confidential Information includes its Data; Licensor Confidential Information includes but is not limited to services and content provided to the Licensee through access to Neighborly Software.
- b. "Client" means the organization (i.e. governmental entity, non-profit, etc.) that purchased subscription access to Neighborly Software through a separate agreement with the Licensor.
- c. "Data" means electronic data and information submitted by a Licensee through Neighborly Software or collected and processed by a Licensee using Neighborly Software.
- d. "Licensee" refers to the types listed below:
 - "Subscription User" means those Licensees designated and authorized by the Client to use one of the purchased subscriptions to access Neighborly Software in accordance with a separate agreement between the Client and Licensor.
 - ii. "Applicant User" means those Licensees creating an account for the purposes of applying for a program through Neighborly Software, using his or her login credentials (email address and password), which may only be used by that single, named user.
 - iii. "General User" means all other Licensees, such as a contractor, subrecipient, or other user who has created an account at the direction of a Subscription User or Applicant User for a specific and limited purpose such as assisting on an application or uploading required documentation.
- e. "Neighborly Software" means "the proprietary cloud-based software solution and web-based products, including, but not limited to, the source code, object code or underlying structure, ideas, know-how or algorithms, documentation, or data related to the services provided by Licensor."

2. Licensee Certification and Responsibilities.

- a. The Licensee acknowledges and certifies the following:
 - i. you are accessing Neighborly Software for a legitimate and lawful purpose;
 - ii. you are responsible for compliance with the terms of this EULA;

- you are responsible for the accuracy, quality, and legality of the Data and the means by which you acquire the Data;
- iv. that at no time is it permissible for a Licensee to share his or her login credentials with another individual and that you will use reasonable efforts to prevent unauthorized access to or use of Neighborly Software and Data; and
- v. that you will notify Licensor immediately if login information is lost, stolen, or disclosed to an unauthorized person or any other breach of security in relation to its passwords, usernames, or other access information that may have occurred or is likely to occur.

3. Grant of License and Reservation of Rights.

- a. <u>Scope of License</u>. Licensor grants Licensee access to Neighborly Software, subject to the Licensee type defined above as well as all terms of this EULA.
- b. <u>Reservation of Rights.</u> Licensor shall own and retain all right, title, and interest in and to Neighborly Software, all improvements, enhancements, or modifications thereto; any software, applications, inventions, or other technology developed in connection with implementation of services or support; and all intellectual property rights related to any of the foregoing. No rights are granted to the Licensee hereunder other than those expressly set forth herein.

4. Limitations.

- a. <u>Copies, Reproduction, and Distribution.</u> The Licensee is prohibited from making copies, reproducing, and/or distributing Neighborly Software and any content (excluding Data) or service therein without written consent from the Licensor.
- b. <u>Usage Restrictions.</u> Licensee will not, directly, or indirectly: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code, object code or underlying structure, ideas, know-how or algorithms relevant to the services or any software, documentation, or data related to the services; (ii) modify, translate, or create derivative works based on the services or Neighborly Software; (iii) use Neighborly Software to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights; (iv) interfere with or disrupt the integrity or performance of Neighborly Software; (v) attempt to gain unauthorized access to any service or content within Neighborly Software or its related systems or networks; (vii) copy a service or any part, feature, function or user interface thereof; nor access any service or content in order to build a competitive product or software.

5. Protection of Confidential Information.

a. <u>Protection of Data.</u> Licensor has adopted appropriate data collection, storage and processing practices, and security measures to protect against unauthorized access, alteration, disclosure, or destruction of your personal information, username, password, transaction information, and data stored using Neighborly Software. Access to your data on Neighborly Software is password-protected, and data is protected by SSL encryption. See our Privacy and Consent Policy for more information.

- b. <u>Use of Data by Subscription Users.</u> All Data is technically owned by the Client that has entered into an Agreement with the Licensor. All Data is available to authorized Subscription Users to qualify and process your application for services as well as to generally administer programs.
- c. <u>License by Applicant User to Licensor</u>. Applicant User is granting permission to Licensor to collect and store Data through Neighborly Software on behalf of the Client. Further, you are granting Licensor permission to (i) use such information and data to improve and enhance its system and/or (ii) disclose such data solely in aggregate or other de-identified form in connection with its business. For more information, please see Benevate's Data Privacy and Consent Policy.

6. SMS Terms and Conditions.

Business Name: Benevate, LLC

Text Program Name: Neighborly Software Text Notification

Number Used for Program: +18442302521

- a. <u>Overview.</u> The Neighborly Software Text Notification Program ("Neighborly Text Program") will be utilized by the Client to send you updates regarding your application, case status, or other notifications related to your application for assistance.
- b. Opt-In/Out instructions. Users that have not indicated their SMS preferences will be prompted to opt-in or out from the dashboard when they log in. All users will be able to opt-in or out from the 'My profile' screen at any time. Users that have opted to receive SMS messages can opt-out at any time by texting 'STOP' to 1-844-230-2521.
- c. Message Type. The Neighborly Text Program will be used by the Client to update you on the status of your application, case status, or other notifications related to your application for assistance. The Neighborly Text Program will not be used for sales or marketing purposes. If you receive a text message through the Neighborly Text Program that is not for the stated purpose, please notify Neighborly Software by sending an email to support@neighborlysoftware.com. Please include a screenshot of the text message in the email. Benevate reserves the right to utilize the Neighborly Text Program to provide urgent/emergency updates to Users regarding the system.
- d. <u>Messaging Frequency</u>. Messaging frequency will vary based on the preferences specified by the Client. For more information on messaging frequency, applicants must contact the local jurisdiction administering the program for which they are applying.

e. Additional Information as listed below:

The Neighborly Text Program supports all valid US and Canada wireless carriers.

Standard message and data rates apply.

Privacy and Consent Policy

Contact Information

7. Disclaimer.

EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEIGHBORLY SOFTWARE AND SERVICES ARE PROVIDED "AS IS" AND LICENSOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. LICENSOR DOES NOT WARRANT THAT THE SERVICES WILL BE ERROR-FREE OR UNINTERRUPTED OR MAKE ANY WARRANTIES AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF NEIGHBORLY SOFTWARE AND SERVICES. THE LIMITED WARRANTIES PROVIDED HEREIN ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED TO LICENSEE IN CONNECTION WITH THE PROVISION OF NEIGHBORLY SOFTWARE AND SERVICES.

8. Limitation of Liability.

TO THE EXTENT PERMITTED BY LAW, LICENSOR SHALL NOT BE LIABLE TO LICENSEE, OR ANY OTHER PERSON OR ENTITY CLAIMING THROUGH LICENSEE ANY LOSS OF PROFITS, INCOME, SAVINGS, OR ANY OTHER CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, DIRECT, OR INDIRECT DAMAGE, WHETHER ARISING IN CONTRACT, TORT, WARRANTY, OR OTHERWISE. THESE LIMITATIONS SHALL APPLY REGARDLESS OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

9. Miscellaneous.

- a. Non-Transferable. Licenses are non-transferable without prior written consent of Licensor.
- b. <u>Jurisdiction</u>. To the extent permitted by law, this EULA shall be deemed to have been made in and shall be construed pursuant to the laws of the State of Delaware, without regard to conflicts of law provisions thereof.
- c. <u>Waivers</u>. No waiver of any provision of this EULA or consent to any action shall constitute a waiver of any other provision of this EULA or consent to any other action. No waiver or consent shall constitute a continuing waiver or consent or commit a Party to provide a future waiver.
- d. <u>Severability</u>. If any provision of this EULA is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this EULA will otherwise remain in full force and effect and enforceable.
- e. <u>Entire Agreement.</u> This EULA constitutes the entire agreement between Licensor and Licensee (except for agreements made directly between Licensor and Client(s) and Benevate's Data Privacy and Consent Policy) and supersedes all prior understandings of Licensor and Licensee, including any prior representation, statement, condition, or warranty with respect to the subject matter of this EULA.

10. Updates.

Benevate reserves the right to update this EULA periodically and without prior notice to you. We will post a notice on the Neighborly Software portal that points to this EULA to notify you of any substantive changes. Any changes will become effective upon posting of the revised EULA on the portal. We will indicate at the bottom of this EULA when it was last updated.

DATA PRIVACY AND CONSENT POLICY

This Data Privacy and Consent Policy governs the manner in which Benevate, LLC ("Benevate") collects, uses, maintains, and discloses information collected from users of our cloud-based software solution ("Neighborly Software"). By accepting this Privacy and Consent Policy, you are stating that you understand, acknowledge, and agree to the following:

Overview of Personally Identifiable Information (PII)

Neighborly Software is a leading software solution designed to help organizations efficiently administer and report on various government-funded programs. As part of this role, Neighborly Software may obtain and process personally identifiable information (PII) on behalf of the jurisdiction or organization administering the program (the "Client"). PII will only be collected from users when they voluntarily submit such information (such information may be required to apply for a particular program). Neighborly Software processes, maintains, and stores PII solely on behalf of our Clients.

PII may include the following:

- 1. Name;
- Postal address;
- E-mail address;
- 4. Telephone or mobile number;
- 5. Birthdate;
- Social Security Number;
- Employment information;
- 8. Credit information;
- 9. Asset and Income information;
- 10. Other relevant data.

Information Collected Other Than PII

When you access Neighborly Software, we automatically collect certain information, including your browser details, device information, and IP address, to enhance security and maintain quality control. Specifically, the IP address allows Benevate to identify and respond to suspicious activity or unauthorized access attempts. Browser information helps ensure compatibility with the app and allows us to troubleshoot issues or offer assistance based on your browser type and version. Additionally, device information is gathered to help resolve any technical issues that may be reported by users.

How Benevate Protects Your Information

Benevate adopts appropriate security measures as well as data collection, storage, and processing practices to protect against unauthorized access, alteration, disclosure, or destruction of your information. Access to your data in Neighborly Software is password-protected, and data is protected by SSL encryption when it is exchanged between your web browser and Neighborly Software.

Login Credentials

All users of Neighborly Software are required to create a username and password to access the system. All Subscription Users (those individuals with a paid subscription) are strictly prohibited from sharing their login credentials, including usernames and passwords, with any other individual or entity. Subscription Users are responsible for maintaining the confidentiality of their credentials and ensuring that they are used solely for their own access to Neighborly Software.

While all other end users with free access to Neighborly Software are not subject to the same restrictions as Subscription Users, they are strongly encouraged to keep their login credentials private and not share them with others. Protecting account security helps maintain the integrity and privacy of user data.

Benevate will never request your password via email, phone, or any other form of communication. If you receive a request for your password claiming to be from the company, please report it immediately.

To protect your PII and prevent unauthorized access to your account or computer, all users are encouraged to do the following:

- · Log out of the Neighborly Software website when finished.
- Close the browser after logging out, especially on shared or public devices.
- · Use strong, unique passwords and update them regularly.
- Enable multi-factor authentication (if available).

Sharing Your Information

Benevate is committed to protecting your privacy and ensuring the security of your data. Benevate does not share your information with any third party, except as follows:

- 1. Clients. Data is collected, processed, and maintained on behalf of Benevate's Clients. As such, data entered into Neighborly Software is accessible by the Client that is administering the program for which a user is applying. Following the completion of a Clients' program, the Client may choose to continue to store the data with Neighborly Software. Alternatively, all data is provided to the Client and may be retained to comply with record retention requirements mandated by applicable rules, regulations, and/or laws. All data is permanently destroyed by Benevate after it has been provided to the Client. Benevate has no ability to control the data once it is provided to the Client and the Client is solely responsible for maintaining and ensuring the security of said data.
- Third-Party Service Providers. Neighborly Software integrates with third-party service providers to deliver the comprehensive services offered through our platform. Data is shared with third-party service providers as necessary to provide the services requested.
- 3. Legal Requirements. In certain circumstances, Benevate may be required by law or regulation to disclose your data. This includes, but is not limited to, situations where we are compelled to comply with legal processes such as subpoenas, court orders, or regulatory requests. We may also share your information in response to a lawful request by government authorities or law enforcement agencies, when necessary to protect our legal rights or the safety of others, or in cases of fraud detection or prevention. Benevate's standard process is to notify the Client when such request is received.
- 4. De-Identified or Aggregate Data. Benevate may disclose data solely in aggregate or other de-identified form in connection with its business.

Benevate will take reasonable steps to ensure that your data is disclosed only to the extent necessary and in accordance with applicable laws and regulations.

Permissions You Are Granting

By accessing Neighborly Software, you are granting Benevate permission to collect, process, maintain, and store your information and/or data as outlined herein. You are granting Benevate permission to use such information and data to improve and enhance its system as well as to share such information and data as outlined above.

Requests for Access to Data

All data entered into Neighborly Software by a program applicant is accessible to the applicant using their Username and Password that was created to submit an application. If you have questions regarding your information and/or data, are unable to access said information and/or data, or wish to exercise any rights granted under applicable data protection laws, please contact your local program administrator.

Updates

Benevate reserves the right to update this Privacy and Consent Policy periodically and without prior notice to you. We will post a notice on the Neighborly Software portal that points to this Privacy and Consent Policy to notify you of any substantive changes to the way Benevate collects, processes, maintains, or uses your information. Any changes will become effective upon posting of the revised Privacy and Consent Policy on the portal. The date this policy was updated last will be indicated at the bottom of this document.

Exhibit H: Case Studies & Reference Letter

Exhibit H represents a few examples of case studies and reference letters to further demonstrate our commitment to our clients and outcomes DCR can expect from the Neighborly Team.





REBUILDING OREGON: HOW REOREGON TRANSFORMED WILDFIRE DISASTER RECOVERY WITH TECHNOLOGY



THE CHAIL ENGE &

I lint 2022, devastrating widthers event through eight Chapon counter, causing unprecedented diamage to communities. In reporter, the U.S. Department of Housing and Uther Development (FUD) evented the state \$422 million in Community. Development Block Grant Disaster Recovery (CDBC-DR Minds to support funyatern recovery efforts. 30 inscenses the impact of these funds and help survivors return to sele, premarent housing, Oregon Housing and Community Services (CHCS Burchell BOUNDOWN order in Sparter Recovery voltage land survivors).

Other the scale and complexity of the recovery effort, OHCS required a united system of record to manage multiple recovery programs white ensuring transparency compliance, and efficient case management for this large-scale, publicfacing initiative.

OUR SOLUTION &

To ensure an efficient and accountable recovery process, CHICS introduced its procurement to requestes offware fourservices—selecting Neighbor's, Scholars through a competitive RPP process to serve as the distance recovery system of record, with ETP searches on operation are management and completors excellent. This strongic expection exhibited Occorn to become better due to rechibit on discussive execut operant adversariation.

Today, Neighborly Software powers four critical ReOregon activities:

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Supports the construction and rehabilitation of affordable rental and owner-occupied housing to meet post-disaster



HAND for an experience of the first section of the HAND HAND Assists fire-effected homeowners in repairing, rebuilding



Provides case management, counsiling, and financia assistance to ensure long-term housing stability for disaster survivors.

RESULTS O

have played a key rela in Oragon's disease recovery. Complaines feature—including automated deplication of benefits violation with PDMA and SSA data—attitude accuracy, while DRGR reporting took provide real-time insights to maintain complaines and managements.

As of February 2025, the partnership between OHCS, ICF, and Neighborly Software has achieved

- Launched HARP in March 2024, processing over 800 sunsworapp@cations for home rebuilding or purchase
- Published a publisheding dishboard displaying HARP results by county and demographic
- Conditionally approved over \$10 million in PIER projects for infrastructure and economic revitalization
- Established over 40 distinct system roles to enforce compliance and ensure least-privilege access
- Provided training for 140 admins (OHCS and IDF) through training calls, video walkthroughs, and user guides

KEY SUCCES

FACTORS @

- OHSO needed a single planform to administer all disease receives statistics, evokeling seamless collaboration among survivors, subvergionis, contraction, and administration while aroung consolidated reporting and a single source of truth for concern date.
- As a fraction region to CRSS-OR hadrys, CHCS pricritized compliance. Neighbork, Schwarth Sollts safeguard-middeling a full audit log, oll-based security, a sofematic development propriet process, a fluid disabloard, Outly Assumes cheld line, and mentating form—security against patherosis.



IMPACT O

"Neighbody Software's platform gave us the tools we needed to manage a compiler, multiprogram and multiplasmed tools necessary effort which enviraning transparing and accountable, Not only Jahan our internal core managers reduced their administrative burder, but their multitative tides models have allowed for contractors, solven-givents, and Origina administration to reference a ringle source of truth for quick visibility into our disease recovery programs."

> Material Taylor Se Project Manager, ReDroppin Disastor, Recovery and Resistance Disast



READY TO TRANSFORM YOUR DISASTER RECOVERY PROGRAM?

Schedule a demo to learn how Neighborly Software can help your community implement efficient, compliant solutions.







RAPID RESPONSE: HOW SARASOTA COUNTY ACCELERATED DISASTER RECOVERY AFTER HURRICANE IAN



READY TO ACCELERATE YOUR DISASTER RECOVERY PROGRAM?

Schedigle a dame to jearn how Neighborly Software can help your community respond
faster white maintaining compliance.





Planning, Development and Neighborhood Services Troy Bolander

602 S Main Street Joplin, Missouri 64801 417-624-6644 ext.1510 Email: Tbolande@joplinmo.org

To whom it may concern,

I am writing to provide a letter of reference for Guidehouse in support of their work related to the Community Development Block Grant- Disaster Recovery (CDBG-DR) program. I have had the privilege of witnessing firsthand their dedication, professionalism, expertise and support the team has demonstrated in serving our community.

Guidehouse has played a crucial role in the Action Plan development, amendments, stakeholder engagement as worked on the Capital Planning process to identify and prioritize CDBG-DR funding in the community. They also helped the City develop successful housing programs such as the Joplin Housing Assistance Program (JHAP) by providing mortgage assistance to interested individual and/or families that were willing to help the City infill damaged areas in the City; to infrastructure programs such as the streetscape, sanitary and sewer projects; to economic development projects such as helping to provide job creation and retention opportunities in the expansion of our Industrial park; to public service activities such as providing salaries to teachers to help provide mental health support o affected individuals and/or families.

Their commitment to providing comprehensive technical assistance, monitoring and compliance support, and community engagement sets them apart as a trusted and valuable partner. That being said, I have no hesitation in recommending Guidehouse to assist with the CDBG-DR Action Plans and Implementation.

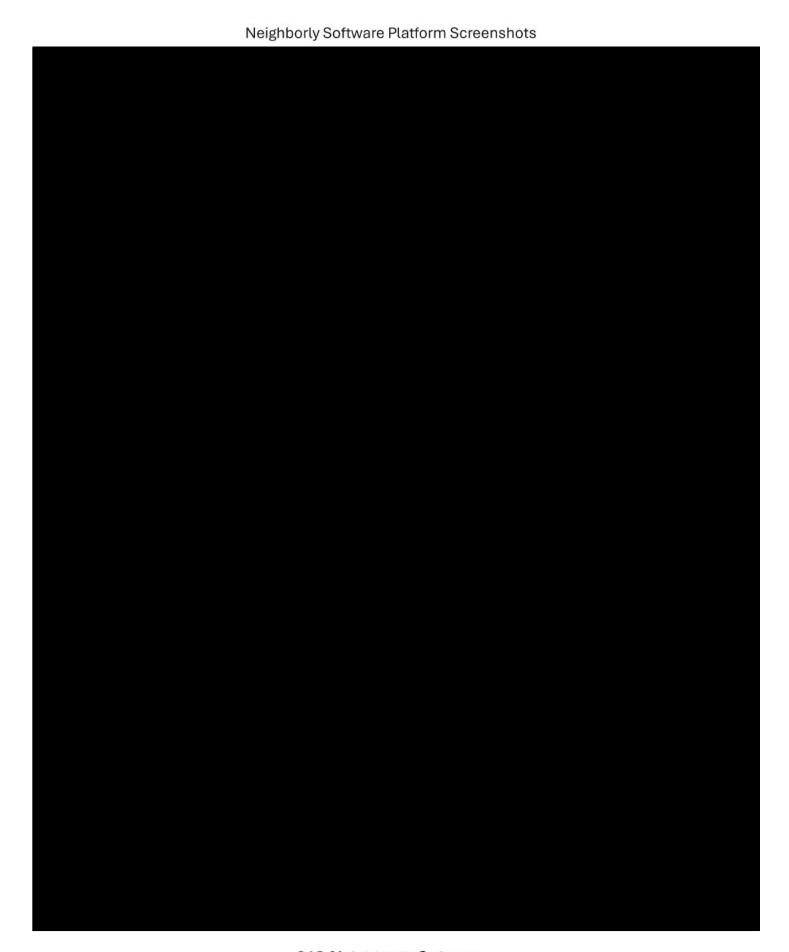
Thank you for considering this reference. Should you require any further information, please do not hesitate to contact me at 417-624-0820 ext. 1510

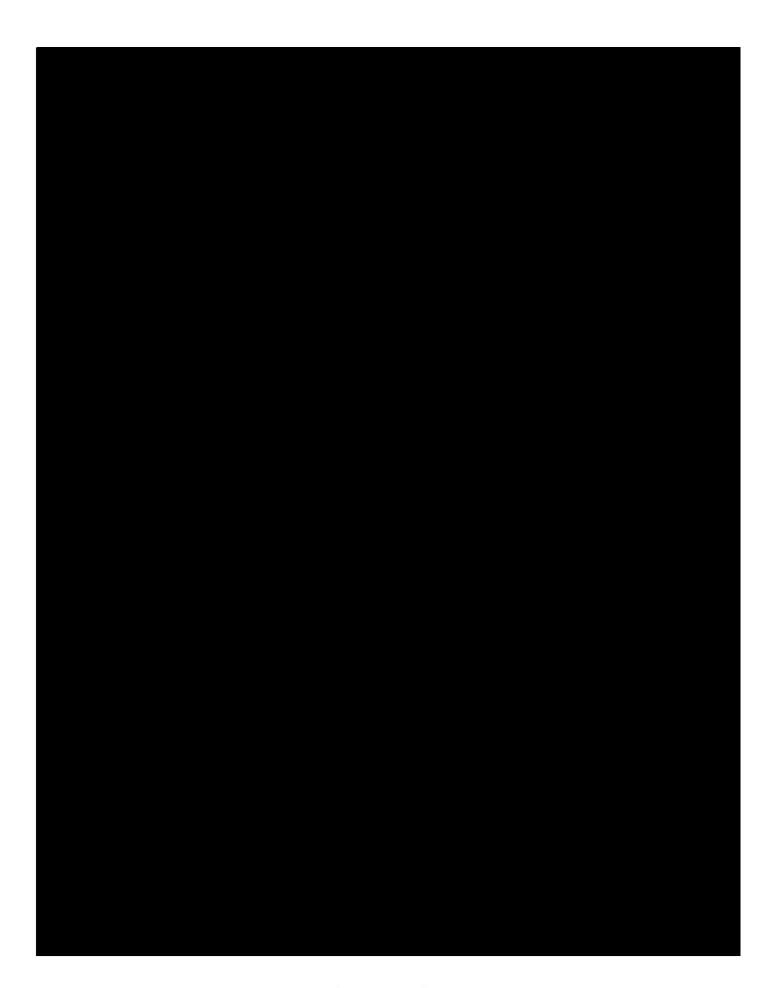
Sincerely

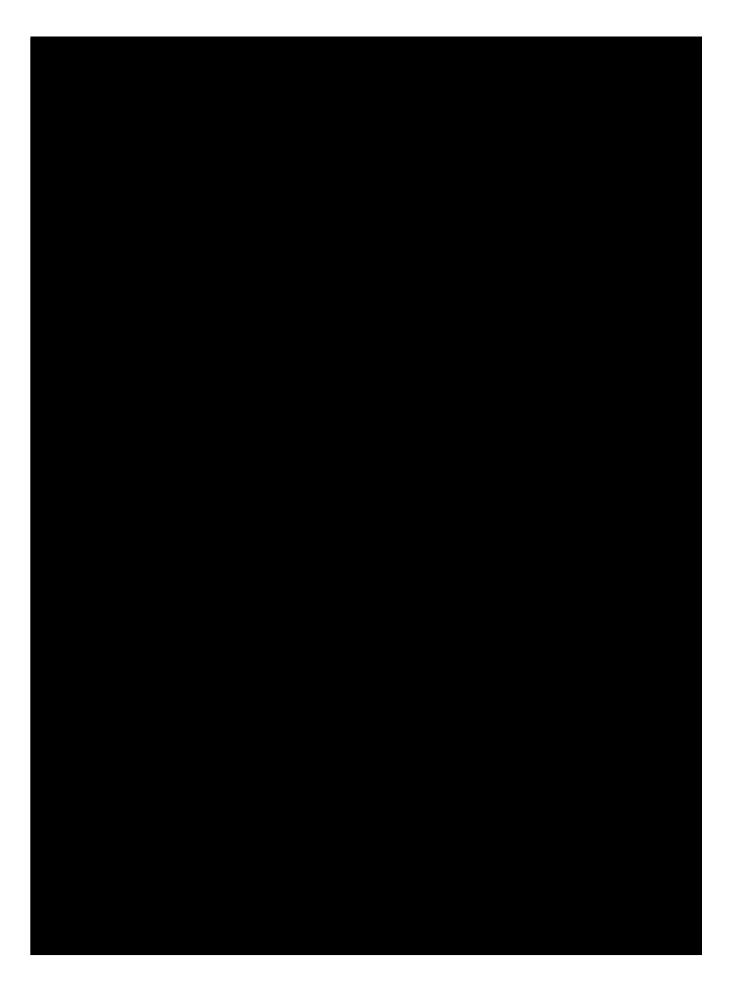
Troy Bolander Director of Planning, Development and Neighborhood Services

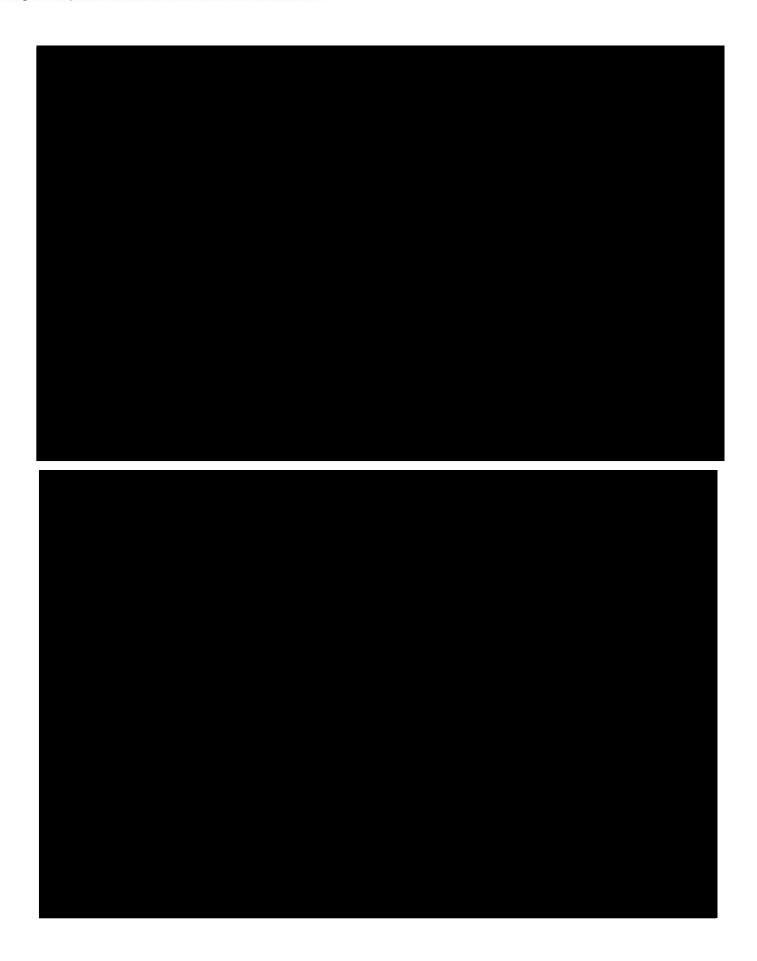
Exhibit I: Neighborly Software Platform Screenshots

Exhibit I represents various screenshots from our platform to supplement details and descriptions within our technical response. Our technical response includes page numbers for DCR to reference. We welcome the opportunity for a system demonstration to provide a real-time look at our purpose-built platform.









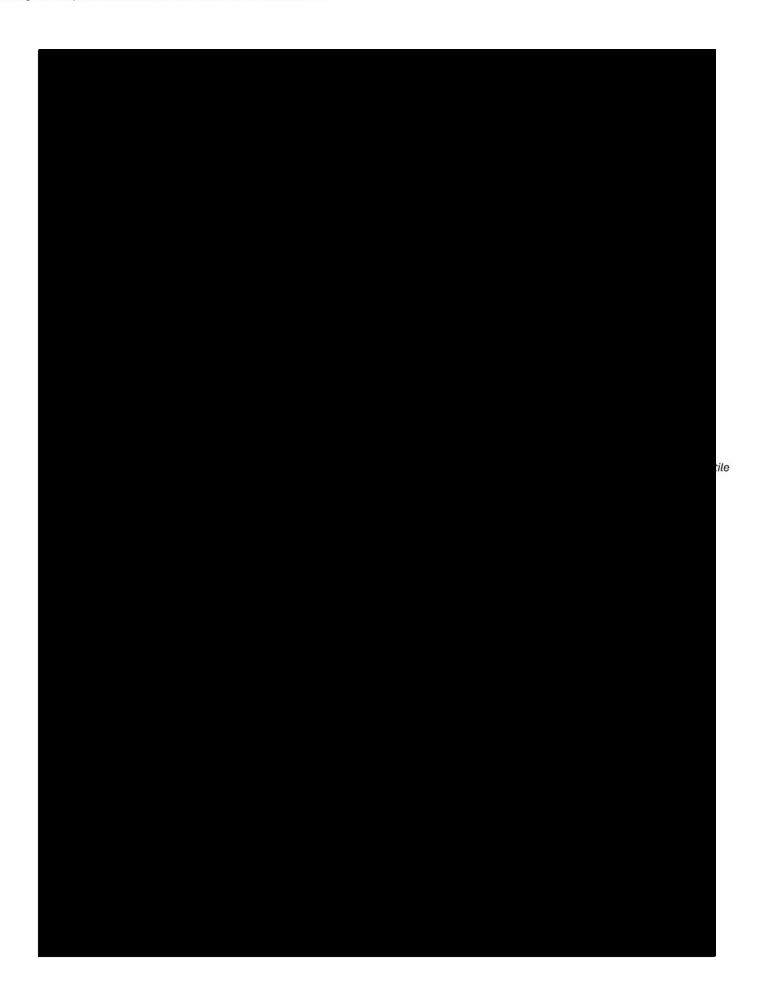




Exhibit J: Other Supplemental Information

Exhibit J represents other supplemental information to support our technical response. We have included specific page numbers within the technical response to reference each of the items included within this exhibit.



SECURITY AND COMPLIANCE: OUR COMMITMENT TO EXCELLENCE



Neighborly Software demonstrates its commitment to customer trust through comprehensive third-party security and accessibility certifications. These independent validations provide our clients with verified assurance that their data is protected by industry-leading safeguards while ensuring all users can effectively access our platform's capabilities. Our ongoing certification process, including recurring external audits, gives stakeholders confidence that we consistently meet the highest standards of both security and accessibility—critical factors in today's digital business environment.

Compliance Certifications

SOC 2 Type 2

Service Organizational Controls



The American Institute of Certified Public Accountants (AICPA) Service Organization Controls (SOC) reports give assurance over control environments as they relate to the retrieval, storage, processing, and transfer of data. The SOC 2 reports cover controls around security, availability, and process integrity of customer data.

VPAT

Voluntary Product Accessibility Template



A Voluntary Product Accessibility Template (VPAT®) is a document that explains how information and communication technology (ICT) products such as software, hardware, electronic content, and support documentation meet (conform to) the Revised 508 Standards for IT accessibility

Continuous Compliance





SECURITY OVERVIEW



In today's evolving digital landscape, robust security and data protection are paramount for business operations. Our comprehensive security framework combines advanced threat detection, proactive monitoring, and enterprise-grade data protection to safeguard your digital assets. Through a multi-layered approach using best-of-breed partners, we provide continuous protection against sophisticated cyber threats while ensuring your sensitive data remains secure.



Security Architecture





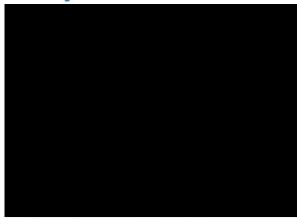
Neighborly Software Platform Hosted in FedRAMP High P-ATO Datacenter (Neighborly Software Azure Commercial Data Centers)



For more information https://learn.microsoft.com/en-us/azure/ compliance/offerings/offering-fedramp



Security Protocols





Data Security



Database architecture ensures complete isolation of client data



Encryption at rest using AES-256 secures al stored data using military-grade cryptographic standards



Privacy by design principles

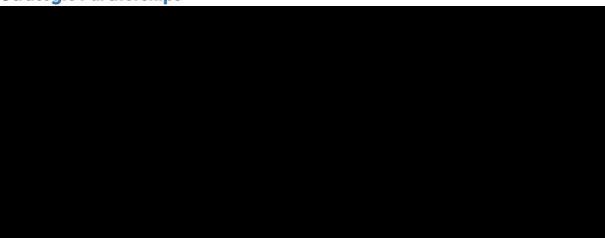


TLS 1.2 encryption for data in transit with industry-standard protocols



Snowflake security controls offer additional layers of data protection and access

Industry Leading Strategic Partnerships



Neighborly Software is SOC2 Type 2 Compliant.

More information is available within our Platform/Organization Compliance Documentation.

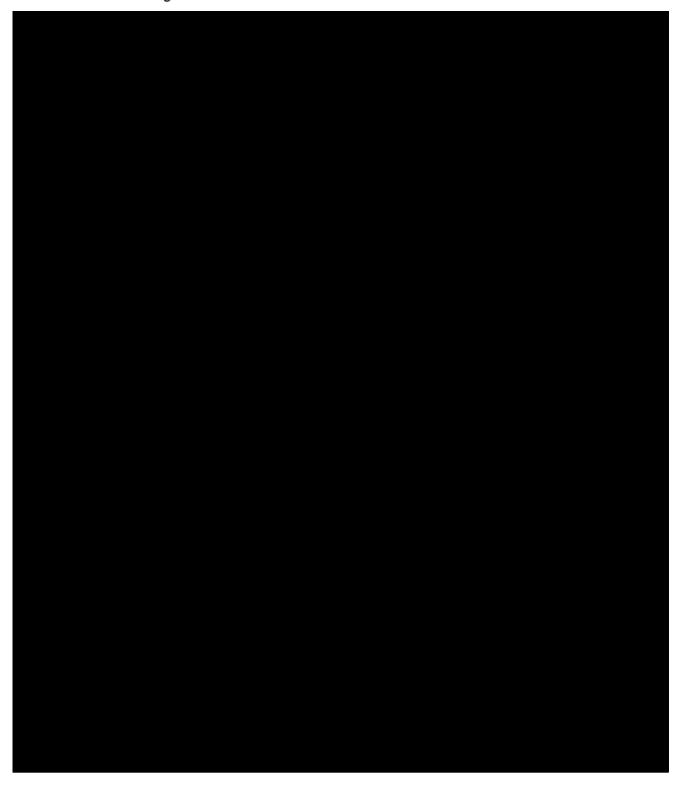


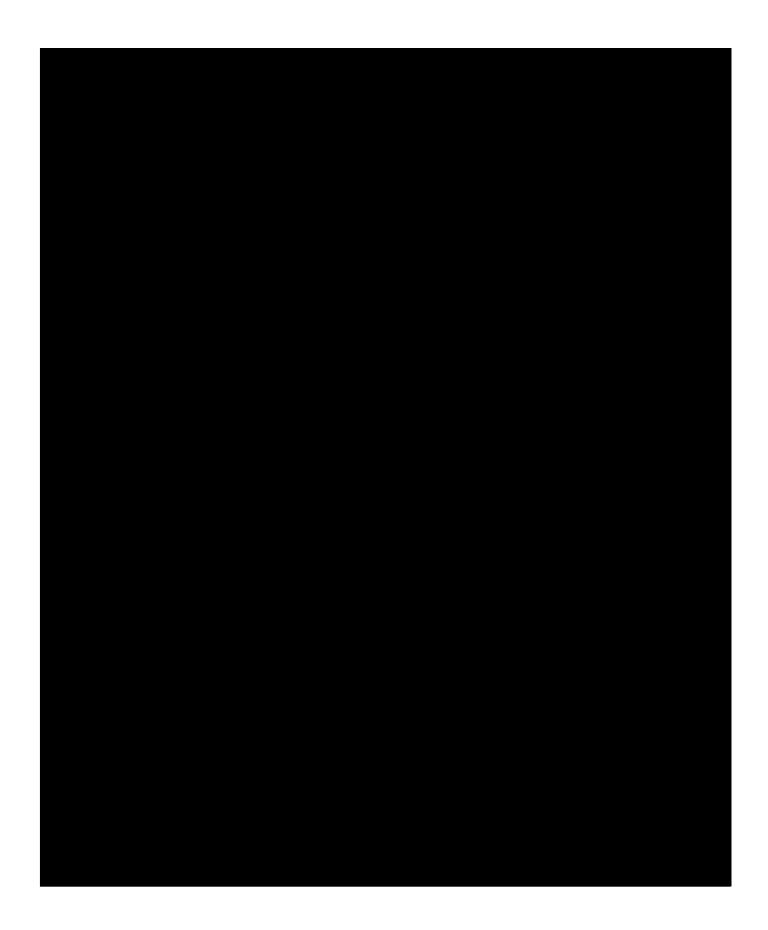




Neighborly Software Disaster Recovery Plan

The Neighborly Software Disaster Recovery and Business Continuity Plan defines the tools, roles, and procedures to enable the recovery and continuation of services supporting our clients in the event of an outage due to a natural or human induced disaster.





Disaster Recovery and Business Continuity Test



Neighborly Software

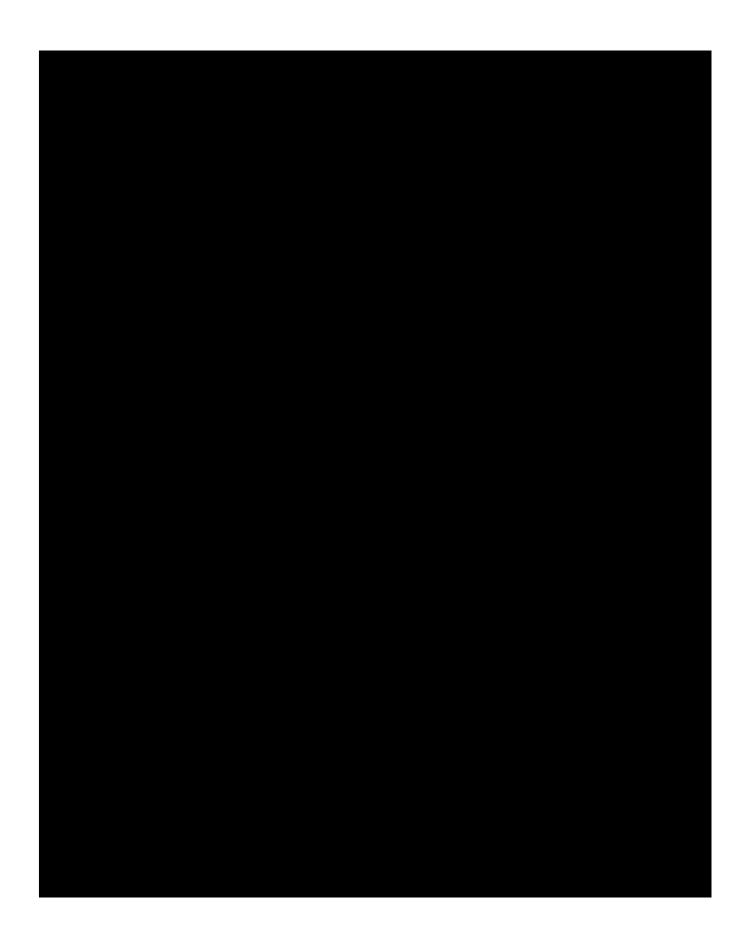
BENEVATE, INC.
DBA NEIGHBORLY SOFTWARE





















Neighborly Software SaaS Platform employs several key geographical Azure Data Centers for its provisioning. The primary data centers utilized are US East, US East 2, and US Central. These data centers ensure high availability and optimal performance for the platform. Additionally, the platform benefits from global services such as Azure AD B2C, which provides secure and scalable identity management, and Traffic Managers that enhance the platform's scalability by efficiently directing user traffic.













Neighborly Software offers Single Sign-on with Azure Active Directory using OpenID Connect (ODIC) and OAuth 2.0 through Azure Active Directory B2C. NOTE: Neighbor is required to be on Azure ActiveDirectory to consume the Neighborly Software's SSO Feature.

Retrieving Tenant ID from your Azure Portal



Figure 1: Retrieving the Tenant ID from your Azure Portal

PLEASE NOTE

Once you have obtained your Azure AD Tenant ID, please send this to Neighborly Software Implementation Lead.



Implementation Process for Enabling Single Sign On

Pre-Requisite



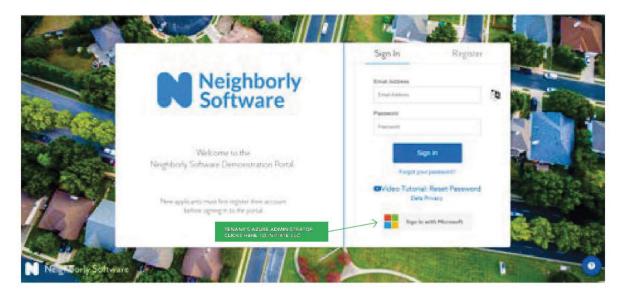


Figure 2: Azure Administrator Initiates SSO from neighbor portal





Figure 3: Azure Admin using the Single Sign-on feature to login to the Neighborly Software Portal

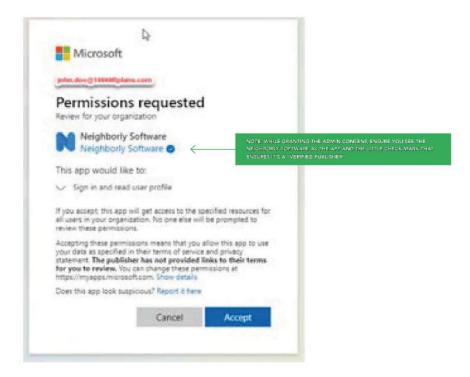


Figure 4: Granting Admin Consent in Azure Portal for Neighborly Software App



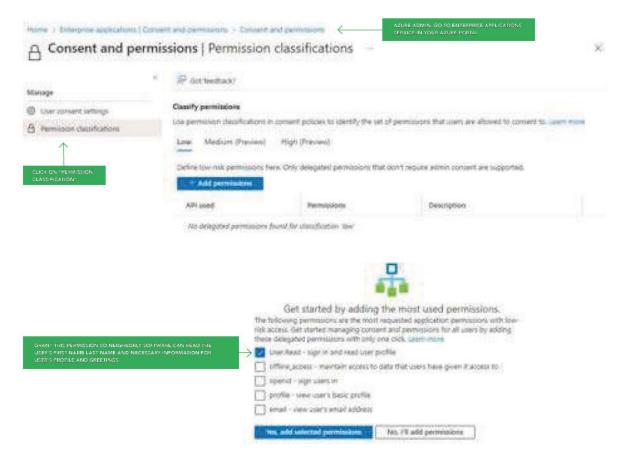


Figure 5: Granting permission for User's profile



Appendix A

FAQs









UNLOCK THE POWER OF YOUR DATA WITH THE **NEIGHBORLY SOFTWARE DATA WAREHOUSE**



EMPOWER YOUR

TEAM TODAY @

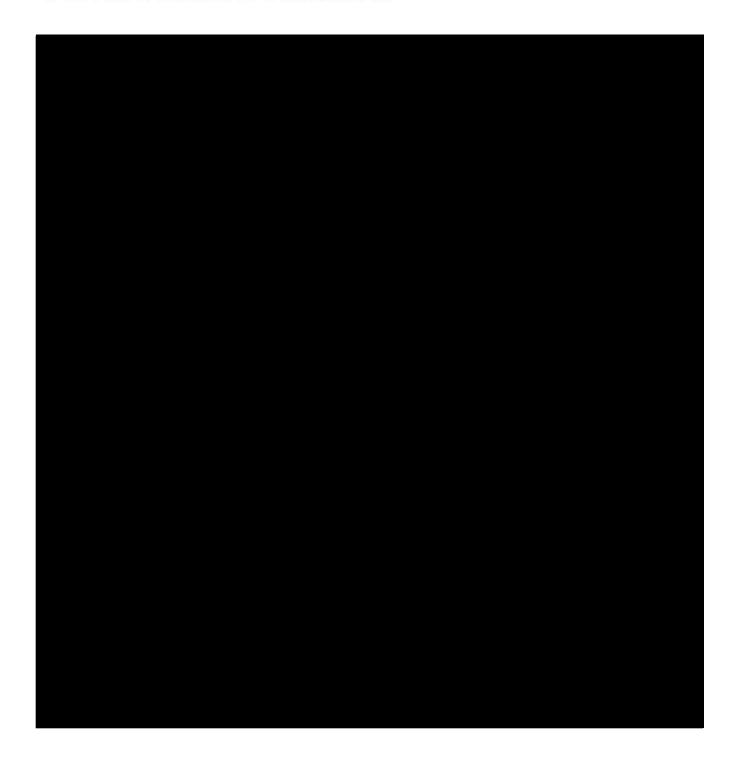
With Neighborly Software's Data Warehouse solution, your organization can unlock the true potential of your program data. Gain immediate insights, drive impactful decand enhance your ability to serve your community.

Discover how Neighborly Software can transform your data experience and streamline your operations.





Neighborly Software Application Performance Document











ENTERPRISE ANALYTICS MADE SIMPLE WITH THE NEIGHBORLY SOFTWARE POWER BI MANAGED INSTANCE



EMPOWER YOUR TEAM TODAY 9

Neighborly Software's Power BI Managed Instance provides a powerful, scalable, and fully managed solution for your data needs. Empower your analysis team with the right tools and let us bascle the infrastructure, so you can focus on driving Impactful decisions.





Exhibit K: Section 15. Project Management Supporting Documents

Exhibit K represents supporting documents requested within Section 15 of the RFP. We have included specific page numbers within Section 15 to reference each of the items included within this exhibit. Each of these items is merely an example and starting point from best practices. We will work with DCR to tailor each to North Carolina's unique needs.



Sample Project Management Templates

The following pages provide sample content and structure for key project management deliverables. These templates are aligned with North Carolina EPMO standards and will be tailored in collaboration with DCR.

1. Project Status Report Template

Sample Fields:

- Project Name: NC Grant Management System
- Reporting Period: MM/DD/YYYY MM/DD/YYYY
- Project Manager Contact:
- Overall Status: Green
- Accomplishments This Period: Completed JAD sessions, finalized requirements.
- Planned Activities Next Period: Begin configuration sprint 1.
- Open Issues: Awaiting decision on system integration specs from DCR IT team.
- Risks: Resource availability during holidays.
- Change Requests: None.

2. Risk Management Log

Sample Entry:

- Risk ID: R-001
- Description: Delays in integration with financial system.
- · Impact: High
- Probability: Medium
- Mitigation Strategy: Schedule dedicated JAD sessions with IT teams early.
- · Risk Owner: Technical Lead
- Status: Open



3. Change Request Form

Sample Entry:

• Change Request ID: CR-01

• Requestor Name: Jane Doe

Date Submitted: MM/DD/YYYY

• Description of Change: Add new report to meet legislative requirements.

• Impact Assessment: Minor scope increase; no cost or schedule impact.

Approval Status: Approved

• Justification: Required by recent policy update.

• Implementation Timeline: 2 days

4. Meeting Notes Template

Sample Fields:

· Meeting Title: Kickoff Meeting

Date: MM/DD/YYYY

• Participants: DCR PM, Vendor PM, BA, Tech Lead

• Agenda Topics: Overview, Schedule, Roles

• Key Discussion Points: Confirm timeline and resource allocation.

Decisions Made: Weekly check-ins to be held every Tuesday.

• Action Items: PM to send calendar invites.



5. Issue Log Template

Sample Entry:

• Issue ID: I-001

• Description: Login issue reported by external users.

Date Identified: MM/DD/YYYY

• Owner: Support Team

• Resolution Steps: Reconfigured authentication settings.

• Target Resolution Date: MM/DD/YYYY

· Status: Resolved

6. Work Breakdown Structure (WBS)

Sample Structure:

• WBS ID: 2.0

• Phase: Requirements

• Task Name: Conduct JAD Sessions

• Duration: 10 days

• Start Date: MM/DD/YYYY

End Date: MM/DD/YYYY

Assigned Resources: PM, BA, SMEs

• Dependencies: Contract Execution



Expanded Weekly Project Status Report Template

1. Project Overview

- Project Name:
- Reporting Period (Start End):
- Overall Project Health (Green/Yellow/Red):
- Executive Summary & Overall Project Progress:

2. Key Accomplishments This Period

· Completed major milestones, deliverables, or activities:

3. Planned Activities for Next Period

• Planned configuration, testing, meetings, or deliverables:

4. Milestone Tracker

• Milestone Name | Target Date | Actual Date | Status | % Complete

5. Schedule Status

• Summary of timeline status, variances, and explanations:

6. Risk Log Summary

- New Risks:
- Updated Risk Status:
- Mitigation Strategies:

8. Issue Log Summary

- · New or escalated issues:
- · Resolution status and responsible party:

9. Decisions Needed

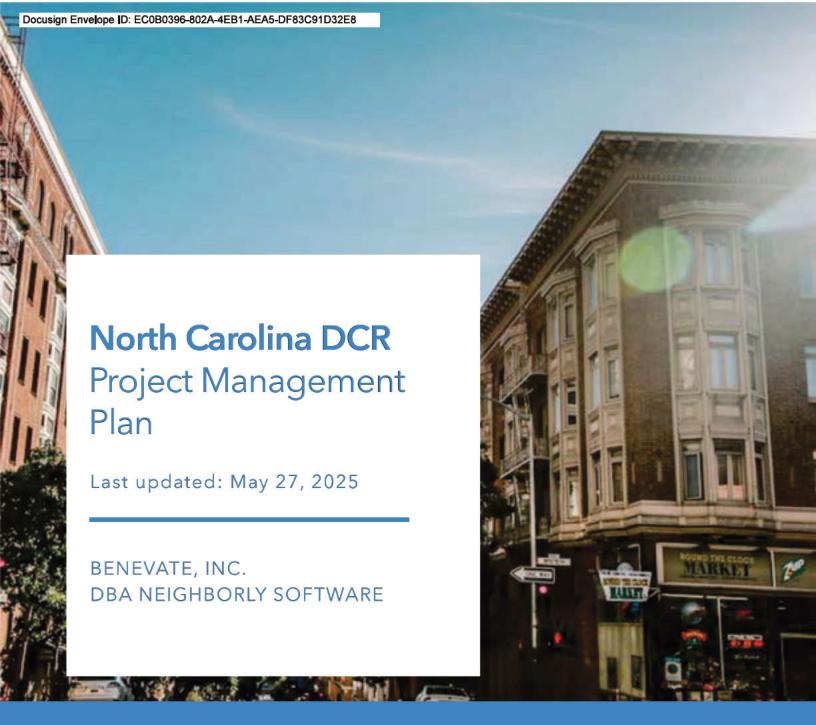
• Decision topic, responsible party, and due date:

10. Change Requests

• Change Request ID | Description | Status | Impact:

11. Attachments/Appendices

• Updated project schedule as applicable & Risk/Issue log details





Atlanta Tech Village 3423 Piedmont Road NE Atlanta, GA 30305 www.NeighborlySoftware.com PMO-13 Requires - Provide a Draft Project Management Plan in your proposal as an attachment. At a minimum, the plan will include proposed overall methodology (e.g., waterfall, iterative, agile) project phases milestones, deliverables, and resources. The State prefers an approach that provides value and rapid project delivery

Introduction

Our proposal includes a Draft Project Management Plan, which outlines our approach to delivering value and ensuring rapid project delivery.

Our methodology is rooted in the principles of agile and iterative project management, allowing us to adapt to changing requirements and deliver incremental value throughout the project lifecycle. This approach is supported by our user-friendly and highly flexible product, which is designed to work hand-in-hand with clients to review and iterate configurations, ensuring the best overall user experience.

By leveraging our agile and iterative approach, we are committed to delivering a project that meets the State's requirements for value and rapid delivery, while continuously improving the user experience through close collaboration with our clients. Please see below for examples and descriptions of our approach to each item requested by DCR. Many of these are merely examples and will be further refined as we meet with DCR to understand North Carolina's unique needs better.

 Draft Change Management Plan. Ensure the Change Management Plan describes how changes in scope, cost and schedule will be handled and escalated throughout the project lifecycle. At a minimum, describe how changes will be identified, tracked, and classified, and how changes will be incorporated into the project or deferred.

Change Management Plan

Managing scope is the ongoing process of monitoring/controlling the project scope as well as managing any changes in the scope baseline. Changes may be necessary to the project scope; however, it is imperative that they are controlled and integrated to prevent "scope creep."

Scope Management Approach

Neighborly Software's Project Change Management follows a five-step process (Exhibit A; Collect Requirements, Define Scope, Create WBS, Verify Scope, and Manage Scope. Each of the processes is defined below.

Exhibit A: Scope Management Process



Change Management Process

The Senior Director of Client Success & Strategic Accounts will have final oversight of the change management process and will work closely with DCR's team to control the scope of the project. The project team will leverage the project schedule to ensure that they perform the work required to complete the approved tasks and deliverables. The Technical Lead will oversee the project team and the progression of the project to ensure that the scope control process is followed, and progress is reported via the weekly status reports.

If a change to the scope is needed, the process for recommending and estimating changes to the scope of the project must be carried out. If the Project Manager and Technical Lead determine that the request has merit, it will be analyzed for its impact to project schedule and project costs, and a risk assessment of the scope change will be conducted.

All change requests must be submitted to the Project Manager in the form of a project Change Order. A Change Order at a minimum must contain:

- The effective date of the Change Order.
- A detailed description of the Services to be performed under the Change Order.
- The particular specification or matter in the Contract which will be altered, and the precise scope of that alteration.
- Whether the Change Order modifies critical path Deliverables or Milestones.
- Whether the changes are to be included in the Subscription Services for Go-Live.
- Any change in the cost of the Services to be performed pursuant to the Change Order.
- The cumulative cost changes of all Change Orders previously issued.

If the change request receives initial approval by the North Carolina Project Manager, the Project Manager will then formally submit the change request to the Client Project Sponsor. If the Project Sponsor approves the scope change, the North Carolina Project Manager will then formally accept the change by signing the project change control document. Upon acceptance of the scope change by the Project Sponsor, the Project Manager will update all project documents and communicate the scope change to all project team members and stakeholders.

2. Draft Risk Management Plan. The Risk Management Plan will describe how risks will be identified and managed throughout the life of the project. The Risk Matrix will be updated for each status meeting during the project.

Risk Management

Our Risk Management plan focuses on identifying, analyzing, and responding to risk throughout the life of a project. A risk is an uncertain event or condition that, if it occurs, affects at least one project objective. From a project management perspective, risk management is a continuous activity conducted throughout the life of our Neighborly Software projects. We will identify potential risks, analyze their likely impact, determine appropriate responses (as applicable), and monitor progress. Each step is described below.

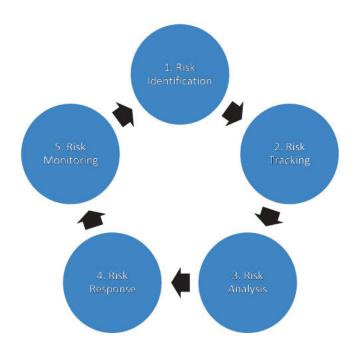


Exhibit J: Risk Management Process

Risk Identification

Risk identification involves identifying risks, determining which of those risks are likely to affect the project, and documenting characteristics of those risks. Spotting a potential risk is accomplished by recognizing that an event, state or condition within the boundaries of a project may occur with unplanned consequences, which are usually undesirable. All 'Project' team members, including end users, subject matter experts, and project sponsors are encouraged to identify and report potential risks to the Implementation Lead immediately upon detection.

Crucial to risk identification is the input of project team members and other Stakeholders to recognize and report risks as soon as possible. Risks can also be identified during project team meetings and should therefore be incorporated into the meeting agenda and minutes templates for all project meetings.

Identifying risks is an iterative process because new risks may become known as the project progresses through its project life cycle. For the CDBG-DR System of Record project, an initial set of risks was captured based on the RFP, accumulated lessons learned, and an initial risk brainstorming session.

Risk Tracking

Once a risk is identified, it will be entered into the project's Risk Tracking tool. The following fields are included in the risk matrix:

- 1. Risk Number
- 2. Risk Title
- 3. Risk Description
- 4. Risk Probability
- 5. Risk Impact
- 6. Risk Strategy (Avoid, Mitigate, Accept)
- 7. Risk Mitigation Strategy, if applicable
- 8. Risk Owner

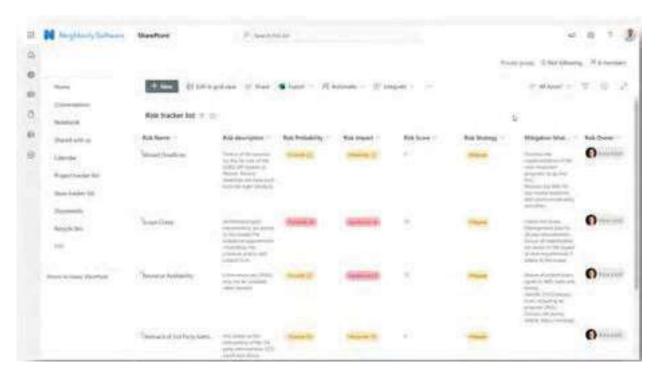


Exhibit K: Sample Risk Matrix

Risk Analysis

Once risks are identified, they are evaluated on a two (2) dimensional matrix using a qualitative rating of the likelihood of the event occurring and the scale of the possible consequences. This form of evaluation provides a good representation of how serious the risk is or where it lies within a group of risks. This in turn provides the ability to prioritize each risk to ensure that the risks with the greatest

potential impact to the project are avoided/monitored/mitigated as necessary. Below are the weighting scales for the likelihood of risk and the risk impact.

Likelihood of Risk Score

- 1 (Very unlikely): A very slim chance for this risk to occur (<10%).
- 2 (Not likely): Low chances for this risk to occur.
- 3 (Possible): Fifty-fifty chances for this risk to occur (50%).
- 4 (Probable): Good chances for this risk to occur.
- 5 (Very likely): You can bet this risk will occur at some point. (>90%)

Risk Impact Score

- 1 (Negligible): This risk will hardly impact the project.
- 2 (Low): The risk could cause minor project delays (< 2 weeks) and/or cost increases (<10%).
- 3 (Moderate): It will take some time and effort to mitigate the consequences of this risk.
- 4 (Significant): This risk could cause significant project delays (> 4 weeks) and/or cost impact (>30%).
- 5 (Catastrophic): The impact of this risk will be hard to recover from and could end the project.

Risk Score

Once the likelihood and impact of each risk is evaluated, the final step is to assign each risk a "risk score." The risk score is based on the following formula:

Likelihood of Risk x Risk Impact = Risk Score

The risk scores will range from 1 to 25. For example, a project risk that is very likely to happen (5) and will cause significant impact (4) will receive a risk score of 20 (5 x 4 = 20). Whereas a risk that has a very unlikely chance to occur (1) and a moderate risk (3) to the project will receive a risk score of 3 (1 x 3 = 3).

Risk Response Planning

Risk Response Planning is the process of selecting the appropriate response strategy for each identified risk. This in turn helps the project to avoid risks, mitigate the consequences of risks, or accept the consequences of risks. Below are the three strategies that will be employed as part of the CDBG-DR System of Record Risk Management Plan.

Strategies for Risks:

- Avoid (Risk Score 20+): Risk Avoidance involves changing the project management plan to
 eliminate the threat posed by the risk. Some risks can be avoided by modifying requirements,
 altering the schedule, adding resources, improving communication or acquiring expertise.
- Mitigate (Risk Score 9-19): Risk Mitigation implies taking some sort of action to reduce the
 probability and/or impact of a negative risk. Reducing the probability and/or impact of a risk
 occurring is often more effective than dealing with the risk after it has occurred.
- Accept (Risk Score <9): This strategy indicates that the project team has decided not to change the project management plan: schedule, approach or reduce project scope or is unable to identify another suitable response strategy.

Risk Monitoring

Once a risk is established, it is monitored on an ongoing basis. The Implementation Lead will work with the risk owners to monitor the risk and evaluate the effectiveness of the responses. All risks with a risk score of 10+ will be reviewed during the weekly status meetings. The goal of risk monitoring is to:

- Ensure that the right and appropriate risk responses have been implemented
- Determine the validity of the initial risk assumptions
- Monitor if risk response actions are as effective as anticipated
- Identify risk triggers for now and in the future
- Update risk mitigation strategies and alternatives, as necessary

Roles and Responsibilities

It is important to note that the identification and mitigation of risks is the responsibility of all team members.

Exhibit L: Risk Management Roles & Responsibilities

Role	Responsibility
Project Manager (NBLY)	 Reviews proposed risks to determine whether they should be logged and managed. Identifies and/or addresses major risks that are within their responsibility to monitor and manage. Enters and maintains all risks within the risk tracker Assigns owners to new risks Incorporates risk updates within the weekly status reports Validates and accepts risk reports prior to distribution.
IT Project Manager (North Carolina)	 Reviews risk tracker to ensure information is communicated in a transparent manner, and that concerns or issues are highlighted and escalated appropriately. Authorizes closure of documented risks, if applicable
Team Members	 Identifies and escalates risks to the Project Manager Supports the risk process with information needed for risk avoidance or mitigation strategies
Risk Owner	 Assesses new risks as they are assigned. Creates action plans to avoid or mitigate risks and ensures those plans are executed. Regularly evaluates risk probability and impact used to determine risk scores

Exhibit M: Risk Management Tracking Excel Report (Risk Tracker)

	Risk Title	Risk description	Risk Probability	Risk Impact	Risk Score	Mitigation Strategy
1	Missed Deadlines	Time is of the essence for the Go-Live of the CDBG-DR System of Record. Missed deadlines will have pushed back the tight schedule.	Possible (3)	Moderat e (3)	9	Prioritize the implementate most urgent programs to first. Monitor the project sched missed deadlines and corearly and often.
2	Scope Creep	Additional project requirements are added to the scope. Additional requirements could delay the schedule and/or add to project costs.	Probable (4)	Significa nt (4)	16	Follow the Scope Manage for all new requirements. Ensure all stakeholders are the impact of new require added to the scope.
8	Resource Availability	Client resources (SMEs) may not be available when needed.	Possible (3)	Significa nt (4)	12	WBS tasks and timing. Identify North Carolina progra Biscuss risk during weeks meetings.
4	Change in Implementation Lead	Implementation lead needs to drop from the project due to illness, unexpected leave, etc.	Very Unlikely	Moderat e (3)	3	Shannon Smith is able to the Lead role if necessary
5	Government Regulations	Changes to CDBG-DR regulations could impact reporting and compliance requirements.	Unlikely (2)	Moderat e (3)	6	Continue to proactively m HUD CDBG-DR legislation guidance.

3. Draft Quality Management Plan. The Quality Management Plan will define the quality requirements and/or standards for the project and its deliverables as well as document how the project will demonstrate compliance with those requirements and/or standards.

Overview:

Our Quality Management Plan outlines project quality measurements for quality planning, key responsibilities for quality assurance, an implementation checklist for quality control, and strategic account management requirements for quality improvement. Quality is defined as the degree to which the project's deliverables meet the requirements and expectations of stakeholders. We will uphold the quality standards outlined to implement and continuously optimize within the software's ever-evolving capabilities.



Project Quality Measurements (Quality Planning):

Key Measurements and Definitions of success

Implementation:

- 1. Implementation 100% completion of applicable project tracking items, as outlined in the shared project tracking document.
- 2. User Acceptance Testing 2-week period of end-to-end User acceptance testing, prior to Admin End-User Training and Internal Auditing.
- 3. Internal Auditing 100% of applicable configuration standards met, as outlined in the project plan.
- 4. Final Acceptance Sign-off on all implementation deliverables to close implementation and begin ongoing, post-implementation, strategic account management.

Post-Implementation:

- Postmortem Review confirm scope of work has been completed for all workflow triggers, data imports, and custom dashboards within each portal and/or program.
- 2. Bi-weekly touch-points review escalation process and schedule any additional trainings (Subrecipient, Specific Module Trainings).
- Ongoing Support Ticket tracking for program edits and/or troubleshooting requests.

Key Responsibilities (Quality Assurance):

Activity	Team Member
What to Expect Meeting	Technical Lead (NBLY)
Kickoff Meeting	Technical Lead (NBLY)
Workshop Meeting	Technical Lead (NBLY)
Configuration 1 Meeting	Technical Lead (NBLY)
Configuration 2 Meeting	Technical Lead (NBLY)
Additional Configuration	
Meetings	Technical Lead (NBLY)
User Acceptance Testing (UAT)	North Carolina Project Team
Review - Accept/Discuss	Technical Lead (NBLY) & North Carolina Project
Changes	Team
Repeat UAT and Review (as	Technical Lead (NBLY) & North Carolina Project
necessary)	Team
Admin (End-User) Training	Technical Lead (NBLY)
Internal Self-Audit	Technical Lead (NBLY)
Internal Peer-Audit	NBLY Staff Member
Final Acceptance	North Carolina Project Team
	Technical Lead (NBLY), Strategic Account Manager
Postmortem Review	& North Carolina Project Team
Ongoing Support	Strategic Account Team & NBLY Staff

Implementation Checklist (Quality Control):

WBS	Implementation Checklist	True/False
1	Project Planning:	
1.2	What to Expect Meeting completed	
1.3	Kickoff Meeting completed	

1.4	Workshop Meeting completed	
2	Project Execution:	
2.1	Configuration #1 Meeting completed	
2.2	Configuration #2 Meeting completed	
2.3	(As needed) Additional Configuration Meetings Completed	
2.4	Admin Training Call	
3	Monitoring & controlling	
3.1	User Acceptance Testing completed	
3.1.1	Provide/Discuss Feedback	
3.1.2	Accept Changes	
3.1.3	Repeat as necessary	
3.2	Internal Self-Audit	
3.3	Internal Peer-Audit	
4	Project Closure	
4.1	Final Acceptance & Sign-off on implementation deliverables	
4.2	Postmortem	

Strategic Account Management (Quality Improvement):

Role	Responsibilities:
Strategic Account Manager	Confirm work has been completed within scope of project for all portal builds, workflow triggers, data imports, and custom dashboards
Strategic Account Manager	Schedule any additional module or portal trainings

	•	Bi-weekly Touchpoints (or meeting at a mutually agreed upon cadence)
Strategic Account Manager	0	Discuss configuration changes, escalation process, general feedback, optimizations and/or enhancement requests.
Strategic Account Manager & Client Support Specialist	•	Ongoing Support through ticket management.

4. Draft Staffing Plan and Organizational Chart. The Staffing Plan will include: 1) List of all key personnel along with their title, function, role, responsibilities, allocation and authority. Key personnel minimally include the proposed Project Manager, Senior Business Analyst and Technical Lead, 2) Suggested State staff with function, role, and responsibilities, and 3) An organization chart including key personnel.

Key Project Personnel

Neighborly Software is committed to ensuring the success of its programs by leveraging a highly experienced and cross-functional team of experts. This team brings diverse expertise across technology implementation, disaster recovery compliance, federal funding lifecycles, strategic client success, and technical execution. By enlisting professionals with proven track records in managing complex initiatives, Neighborly Software guarantees a seamless, compliant, and impactful program delivery tailored to meet the unique needs of their stakeholders.

Neighborly Software will implement and service this partnership through our Strategic Accounts Group, a team dedicated exclusively to state-level engagements. All members of this group possess at least 5 years of experience in implementation and client success, and they specialize in delivering highly complex, federally funded programs at scale. In addition to our leadership team, we will leverage the expertise of our teaming partner, Guidehouse.

Our team typically supports clients through a team-based approach rather than assigning a single Project Manager, and we understand through Q&A that DCR is open to a model where a dedicated team provides project management, client success, and implementation support in lieu of a single vendor Project Manager. We

will utilize our holistic team for a robust delivery, while ensuring DCR has a single point of contact and seamless experience with our team. In addition to the key leaders noted below, we have included additional resumes for various Subject Matter Experts (SME) that will provide expertise as needed to our team. Our key team members are listed and defined within the RFP section 3.5, as well as resumes provided for the holistic team. Team members will be allocated appropriately to support DCR depending on the needs and phase of the project to ensure DCR has a robust delivery model, while providing budget efficiency through resource management.

- Sandy Macenat will serve as the Technology Manager, responsible for overseeing the
 end-to-end implementation of the solution. Sandy has led CDBG-DR implementations
 in Sarasota County, the State of California, and the State of Oregon, and brings a
 proven track record of managing technical execution, including configuration, data
 migration, integrations, testing, and launch.
- Tanya Rustin will serve as the Senior Director of Client Success and Strategic
 Accounts. Tanya will be the primary point of contact for DCR throughout
 implementation and for the life of the program. She is responsible for ongoing
 support, training, enhancement requests, and long-term strategic success. Tanya has
 supported high-impact, federally funded initiatives, including My Safe Florida Home,
 Texas ERAP, California ERAP, and Oregon CDBG- DR.
- Ali Garrison will serve as a SME, providing deep expertise in large-scale federal funding, compliance, complex technology deployments, eligibility, and operational execution. Ali brings an unmatched depth of knowledge across federal program lifecycles
- Sarah Bohentin will serve as CDBG-DR Compliance Expert, with end-to-end
 experience leading the City of Jacksonville's disaster recovery programs—from
 inception to implementation. She developed and executed the City's fiscal strategy for
 Federal and State disaster funds, ensuring compliance while maximizing impact. Her
 expertise spans funding acquisition, planning, administration, and long-term program
 management, equipping her with the strategic and practical insight to lead effective,
 compliant recovery initiatives.
- Jason Rusnak, Co-Founder and President of Neighborly Software, will serve as
 Executive Sponsor. Jason brings 25+ years of government experience, including the
 past 10 years leading Neighborly Software. He has personally overseen the company's
 most complex implementations and will provide executive-level oversight to ensure
 DCR's success.
- Doug Montesano will serve as the Project Manager, with oversight from Tanya. Doug
 has his PMP certification and has over 12 years of experience leading complex
 technology projects across federal, state, and local government agencies. His

- expertise includes large-scale IT modernization, financial and grants management system implementation, stakeholder coordination, and risk-based delivery oversight.
- Faraz Shamsi will serve as the Senior Business Analyst. He has over 20 years of
 experience in grants management, program operations, data architecture, and
 federal reporting, as well as deep technical and domain expertise in launching,
 scaling, and maintaining complex federal funding systems. Faraz also has deep
 experience in launching large-scale programs empowered by Neighborly Software.

Jason Rusnak

President and Co-Founder
Executive Sponsor

Tanya Rustin

Senior Director of Client Success and Strategic Accounts
Project Oversight

Sandy Macenat echnical Lead **Ali Garrison** Subject Matter Expert Sarah Bohentin CDBG-DR Compliance Expert

Doug Montesano Project Manager Faraz Shamsi Senior Business

Exhibit F: Key Client Stakeholders

Stakeholder Name	Stakeholder Description
	The group of individuals from North Carolina assembled to implement and test the CDBG-DR System of Record. This team should include the following roles and responsibilities:
Client Project Implementation Team	Project Manager - responsible for working with the NBLY project manager to ensure timely project execution including risk, scope and quality management.
	Business Owner - responsible for ensuring alignment of end users regarding business requirements.
North Carolina DCR Project sponsor(s)	Executives with demonstrable interest in the outcome of the project who are responsible for securing spending authority and resources for the project.
Third Party Partners	Other organizations (e.g. ICF, FEMA, SBA) who receive data and information from or provide data and information to the project.
Internal End Users	Individuals that will access the "Administration Portal" to perform their specific job functions
External End Users	External individuals or entities that will access the "Participant Portal," including, but not limited to households, public jurisdictions, non-profits, affordable housing developers, contractors, etc.

5. Draft Communications Plan. The Communications Plan will include what information is needed by certain individuals, how frequently the information should be delivered, form of information to be delivered (i.e., formal report, meeting, etc.) and the entity or person responsible for ensuring the communication is delivered. The type of information to be communicated will include reporting of project processes and progress as well as procedures and responsibilities for problem management and escalation.

Communications Management

The communications management plan describes the stakeholders, activities and timeframes for communicating information about the CDBG-DR System of Record project. It is important to note that the communications plan below only accounts for

communications that are the responsibility of Neighborly Software. North Carolina will likely have additional communication needs that will be managed outside of this plan.

Stakeholders

Stakeholders are all those groups, units, individuals or organizations, internal or external to the project—that are impacted by, or can impact, the outcomes of the project. Early identification and communication with stakeholders are imperative to ensure the success of the project by gaining support and input for the project. Some stakeholders may have interests that may be positively or negatively affected by the project. By initiating early and frequent communication and stakeholder engagement, the project team can more effectively manage and balance these interests while accomplishing all project tasks.

The following criteria are used to determine if an individual/organization will be included as a stakeholder:

- 1. Will the person or their organization be directly or indirectly affected by this project?
- 2. Does the person or their organization hold a position from which they can influence the project?
- 3. Does the person have an impact on the project's resources (material, personnel, funding)?
- 4. Does the person or their organization have any special skills or capabilities the project will require?
- 5. Does the person potentially benefit from the project, or are they in a position to resist this change?

Any individual/organization who meets one or more of the above criteria is identified as a stakeholder. Stakeholders will be grouped to simplify communication and stakeholder management. Exhibit F identifies the initial internal and external CDBG-DR System of Record project audiences. It is important to note that relevant audiences will be continually identified and assessed throughout the project.

The goal of the CDBG-DR System of Record project is to provide timely, appropriate, consistent, and accurate information to each stakeholder. Much of the formal communication will leverage approved templates/tools, including project status reports, risk tracker, etc.

Roles and Responsibilities

Specific communication management roles and responsibilities are described below.

Exhibit G: Communication Roles & Responsibilities

Role	Responsibility
Project Manager (NBLY)	 Provides content for program and project communications Develops and presents project status reports, project plans, and schedule updates Develops and maintains communications matrix to ensure that planned communications are tracked and meets communications goals.
IT Project Manager (North Carolina)	 Provides content for project communications Develops and provides messages, updates, and talking points to the Project Sponsor Reviews message content for consistency and accuracy or facilitates review by other North Carolina project members as necessary.
Team Members	Provides feedback on messaging and communications
Technical Lead/	 Conducts virtual training for administrators and subrecipients Conducts bi-annual account reviews

To ensure that the appropriate stakeholders are kept up to date on the status of the project and aware of any deliverables and action items, the Neighborly Software implementation team will adhere to the Communications Plan.

Exhibit H: Communication Matrix (Internal)

Stakeholder (Who?)	Objective/Message (What?)	Media (How?)	Frequency (When?)	Owner
		Email	As Needed	
	Ad-hoc communications	Teams Messaging	As Needed	
	Confirm project goals, deliverables and timeline	Kickoff Meeting	Once	Project Manager, Technical Lead
Project Team	Weekly assignments/ homework	Virtual Meetings: Workshop and Configuration Meetings	As outlined in Implementation Schedule (WBS)	Project Manager
	Project issues and risks	Issue Log and Risk Tracker	Updated as needed	Project Manager, Technical Lead
	O. toto to iou	Project Status Meeting	Weekly	Project Manager
	Froject status	Project Status Reports	Weekly	Project Manager
	Project status	Project Status Report	Weekly	Implementation Lead
Third Party	Weekly assignments/ homework	Virtual Meetings: Workshop and Configuration Meetings	As outlined in Implementation Schedule (WBS)	Project Manager, Implementation Lead
	Training	Virtual training sessions	8-hour session Prior to Go- Live	Technical Lead
		Job Aids (e.g. process flows)	Prior to Go-Live	Technical Lead
	Project status	Project Status Meeting	Weekly	Project Manager, Technical Lead
Project		Project Status Report	Weekly	Project Manager
Sponsor	Review/discuss key decisions, scope changes and project issues	Sponsor meetings	As needed	Project Manager, Technical Lead
	T	Virtual training sessions	8-hour virtual meeting prior to Go-Live (recorded)	Technical Lead
Internal End Users	ומוווות	Job Aids (e.g. Getting Started Guide)	Prior to Go-Live	Technical Lead
	Technical Support	Help Icon (software) and/or support email	As needed	Technical Lead, Client Support Team (post go live)

Exhibit I: Communication Matrix (External)

Stakeholder (Who?)	Stakeholder Objective/Message (Who?) (What?)	Media (How?)	Frequency (When?)	Owner
External End Users	Training	Virtual training sessions	One sixty-minute training session per program (recorded)	Technical Lead
(Households, Government, Developers	,	Job Aids (e.g. Getting Started Guide)	Prior to Go-Live	Technical Lead
Contractors)	Technical Support	Help Icon (software) and support email	As needed	Client Support (post go live)
	Project baseline information	Project Management Plan; Completed Project Initiation and Planning Checklist	Submitted to the vendor within the first two weeks of implementation activities	Project Manager, Technical Lead
Oversight	Project Deliverables	Access to Teams project portal	As Necessary	Project Manager, Technical Lead
iopiia.	Project status	Project Status Report	Weekly	Project Manager, Technical Lead
	Project closeout	Completed Project Close Out Checklist	Submitted to the vendor upon completion	Project Manager, Technical Lead

Communication Feedback and Measuring Effectiveness

Feedback is key to ensuring the ongoing effectiveness of project communication. In addition to determining whether people feel our communicators are doing a credible job, feedback will focus on finding the answers to a series of questions, for example, whether people:

- Understand what the project will deliver.
- Understand when the project will deliver specified capabilities.
- Understand the progress of the program.
- Understand the issues of the project.
- Feel they have been involved in what is happening.
- Feel they have had a chance to voice their opinions.
- Feel their questions have been answered.

By evaluating feedback, we will be able to adapt the communication plan in order to meet the needs of the audience at any given point in time. This will enable continuous improvement for future communication.

Face-to-face communication events (e.g., status meetings, workshops and configuration sessions, training meetings) will provide an opportunity for the internal audiences to provide direct feedback. Other channels will include end user support via the software's help icon—a place where people can post feedback or ask questions.

6. Draft Operations and Transition Plan. At a minimum, a draft plan should support the transition from the development and testing environment where the Offeror will implement changes to the production environment where the State implements changes and provides the day-to-day operational support. The updated Operations and Transition Plan delivered in PMO (14) will include cutover, controlled production, and operational readiness.

Our Operations and Transition Plan is outlined within section 11. Testing of the RFP response.

7. Draft Training Plan. The Training Plan will include an appropriate training strategy to demonstrate how the System will be used by the business staff and Operations Support staff. At a minimum, the plan should include the training methodology, expected learning outcomes, the target audience and a sample training schedule.

Training Plan

The Training Plan provides the foundation for the entire CDBG-DR System of Record end-user training program, including development, delivery, and evaluation of training for all end users of the system. The processes defined in the following sections will provide a blueprint for how training will be developed and executed for all end users. The Plan also includes the training roles and responsibilities for North Carolina and Neighborly Software.

Neighborly Software's training approach follows a four-step process as outlined in Exhibit A: Identify Training Needs, Develop Training Content, Deliver Training and Evaluate Training. Each of the processes is defined below.

Exhibit A: Training Methodology



Learning Outcomes and Roles

The first step in the Neighborly Software training process is to identify end users and their training needs. For the CDBG-DR System of Record project, six "role-based" user groups have been identified:

- 1. Administrators (Internal)
- 2. Reporting Team (Internal)
- 3. Finance Team (Internal)
- 4. Subrecipients/Applicants (External)
- 5. Contractors (External)
- 6. Advanced administrators (Internal)

It is important to note that each program may not include all the aforementioned roles. The high-level training needs for each group is outlined in Exhibit B.

Exhibit B: Sample Plan by Role

Role	Training Agenda		Training Session(s)
		60 Mins	
		15 Mins	
		30 Mins	
		15 Mins	
		15 Mins	
Administrators (Program staff)		30 Mins	Thirty-two (32) hours of user
		60 Mins	training (two 4hr classes per program, 8 total classes).
		30 Mins	
		60 Mins	
		60 Mins	
		30 Mins	
		15 Mins	
		30 Mins	
		15 Mins	
Reporting Team		15 Mins	
		30 Mins	One two-hour session of training for internal reporting SMEs.
		15 Mins	
		45 Mins	
Finance Team		30 Mins	Two hours of virtual training to accounting, budget, and fiscal staff.

Role	Training Agenda		Training Session(s)	
		30 Mins		
		30 Mins		
		30 Mins		
Subrecipients / Applicants		10 Mins	One session of training for subrecipients, one hour of time total per program for a total of 4 hours of training.	
		5 Mins		
		15 Mins		
		15 Mins		
		15 Mins		
Contractors		10 Mins		
		10 Mins	One session of training for	
		5 Mins	agency contractors, one hour of time total.	
		20 Mins		
		15 Mins		
Advanced Administrators		120 Mins		
		60 Mins		
		30 Mins	Tuesday	
		30 Mins	Two sessions to advanced administrators, for four hours	
		60 Mins	eachtoraning eight hours of times	
		60 Mins		
		60 Mins		

Develop Training Content

Step two of the Neighborly Software training plan is to develop the training content. The development of the training curriculum will correspond directly to the configured modules within the system as well as the "out-of-box" functions that are applicable to each program Recognizing that individuals have different learning styles, Neighborly Software utilizes different training methods to design the program that fits the needs of different types of learners (e.g. visual learners, reading learners, kinesthetic learners). Below are the four types of training offered:

- 1. Instructor training Interactive training where the instructor walks through each screen reviewing role-based functionality
- 2. Process flow guides Written step by step instructions, including screenshots, for completing administrative tasks
- 3. User Guides Written step by step instructions, including screenshots, that highlight software functionality specific to third party roles (e.g. contractors, subrecipients).
- 4. Support videos Short instructional videos posted to our online support forum that highlight discreet administrator processes (e.g. how to change annual income limits, how to generate a report)

The custom process flows will be used as the curriculum for the instructor-leading training. It is highly recommended that all administrators log into the software and follow along with the instructor as they navigate step by step through the process flow document.

The following chart provides an overview of the type of training that will be utilized for each identified role.

Exhibit C: Training Type by Role

Training Type	Admin.	Finance Team	Reporting Team	Subrecipient / Contractor	Advanced Admin.
Instructor Led	X	X	×	×	X
Process Flow	x	×			
User Guide				×	
Support Videos	×	×	х		х

Below is an example of a subrecipient user guide and an example of a process flow document.

Example Subrecipient User Guide



Process Flow Example

Deliver Training



Training shall take place after all configuration work has been completed and fully accepted by DCR. A proposed training schedule is included in deliverable 1.4 Project Schedule. This schedule is subject (and likely) to change based on implementation progress.

All instructor-led training shall be conducted and delivered virtually. Sessions will be scheduled at least one week ahead of the training date. The IT Project Lead (North Carolina) and the Implementation Lead (NBLY) will determine appropriate dates and times for each session. The IT Project Lead will be responsible for sending training invites to all appropriate stakeholders. Training will be held via Teams or Zoom calls and will be recorded. All stakeholders will receive a link to view the recorded session, with a transcript, within 48 hours of the session date.

Training session attendees may be provided with additional materials to review pre and post virtual training sessions. This includes, but is not limited to, process flow documentation, written user guides, and recorded video guides. It is important to note that all the video guides are available in the software under the information icon (See exhibit F).

Exhibit F: Support Videos / User Guides



Post-implementation Training

Unlike generic software systems that must be adaptable to a variety of industries, Neighborly Software's user interface was developed working with Housing and Community Development departments across the country and as such we consistently receive positive feedback from our clients with respect to ease of use, and speed of adoption for new users.

We mention our user experience in our "Training Plan" because a great user experience significantly reduces the amount of initial training and follow-up training required for all stakeholders. In addition to the implementation training described above, Neighborly Software also offers a variety of ongoing training.

Post-implementation training shall be provided on an as needed basis by the assigned Strategic Account Manager. This includes additional instructor lead training for administrators, finance, subrecipients, and contractors. Updates to the support video library will be done as needed and will be available in the online support forum for review. Exhibit H provides an overview of the ongoing training available from Neighborly Software.







Training Roles and Responsibilities

Exhibit I highlights the roles and responsibilities of the CDBG-DR System of Record Training program.

Exhibit I: Training Roles & Responsibilities

Role	Responsibility
IT Project Manager (North Carolina)	 Review and approve the Training Plan Send training invites/marketing collateral to internal and external participants Review training attendee feedback and provide recommendations for improvement
Implementation Lead (NBLY)	 Revise the Training Plan as necessary Guide initial training needs analysis Manage the schedule and activities related to the end user training program Conduct/present instructor lead training
End Users	 Participate in the training Complete follow up activities as assigned Provide feedback on training
Implementation Support	 Develop training content, including process flows and user guides Distribute content to relevant stakeholders Collect training feedback (post training survey)
Client Success Manager	Conduct virtual training for administrators, subrecipients and contractors post-implementation

^{8.} Draft Issues Management Plan. The Issues Management Plan will describe how issues will be identified, monitored, and resolved.

Issues Management

"Issues" are problems or complications that arise during a project and have affected the project's objectives. No matter how meticulously we plan, issues are bound to arise at one point or another. When an issue is identified, the Project Manager will document the issue and track it through resolution. Program Leads will be responsible for entering and tracking issues in the issues management log. Open issues will be reviewed as part of our ongoing communication plan.

The following fields will be captured for all issues:

- 1. **Issue Name:** A descriptive name is given to each issue. The name should be specific for easy identification.
- 2. **Issue Description:** The description should contain a detailed explanation of the problem, including all relevant information, such as when it was discovered and the cause.
- 3. **Status of the Issue**: This shows if the issue is new or old, resolved, not resolved, resolution, etc. You can see the issue's status and progress in real time.
- 4. **Priority**: The priority level assigned to each problem helps determine which issues need immediate attention or if they can be dealt with later.
- 5. **Assigned to**: This section is reserved for the person in charge of resolving the issue.
- 6. **Resolution:** If the issue is resolved, what were the resolution and measures taken? This section is helpful for future reference.
- 7. **Comments:** In this section, you can add relevant notes about an issue. For example, if someone on the team is working on resolving it, you can add their name in this section.
- 8. **Close date:** Close date is the date when the issue is deemed resolved. The data from open and close dates can help you forecast the time frame for when a similar problem arises in the future.
- 9. Draft Implementation Plan. The Implementation Plan should provide a list of shared actions from scope to implementation the project team will need to perform for a successful project implementation.

Implementation Plan

Our high-level implementation plan is used to ensure alignment throughout the course of our projects. At project initiation, the Project Manager will work with the team to align the plan that will be used to ensure stakeholder alignment on the project. This plan will include several key items including plans already described in this attachment:

Project Goals and Objectives: A high-level view of the project goals and objectives. This section outlines the purpose of the project and what it aims to achieve.

Scope Statement: A precise scope statement that outlines the project boundaries and delineates what tasks and activities are included in the project. This will also include what is excluded from scope to ensure alignment. The scope statement helps prevent scope creep and ensures that all stakeholders have a clear understanding of what the project entails.

Project Schedule: An outline of the key project tasks including Work Breakdown Structure (WBS), timeline, and task owners. The project schedule provides a roadmap for project execution and helps track progress against milestones.

Risk Management Plan: An initial evaluation of project risks will be created and maintained as part of the risk management plan. This plan identifies potential risks, assesses their impact, and outlines mitigation strategies to manage them effectively.

Resource Plan: A high-level document will be created that outlines the roles and engagement expected from all key stakeholders. The resource plan ensures that the necessary human, financial, and technological resources are allocated appropriately to achieve project success.

Communication Plan: Establish a communication plan for stakeholders, including frequency, channels, and reporting methods. This plan ensures that all stakeholders are kept informed and engaged throughout the project lifecycle.

Issues Management Process: Define the process for identifying, tracking, and resolving issues that arise during the project. This process helps manage and mitigate issues promptly to avoid project delays.

Change Management Plan: Define how changes to the project will be managed. This plan outlines the procedures for handling change requests and ensures that changes are evaluated, approved, and implemented effectively.

Quality Plan: The quality plan includes quality standards, quality assurance activities, and quality control measures to ensure that project deliverables meet the required standards.

Project Closure: Describe the procedures for closing the project and delivering final deliverables. This section ensures that all project activities are completed, deliverables are accepted, and project documentation is finalized.

Exhibit L: Financials and Supporting Finance Documents

Exhibit L represents our financials and other supporting documents. Section 7.2 a-c states: 7.2 Financial Statements The Vendor shall provide evidence of financial stability by returning with its offer 1) completed Financial Review Form (Attachment G), and 2) copies of Financial Statements as further described hereinbelow. As used herein, Financial Statements shall exclude tax returns and compiled statements.

- a) For a publicly traded company, provide financial statements for the past three (3) fiscal years, including at a minimum, income statements, balance sheets, and statement of changes in financial position or cash flows. If three (3) years of financial statements are not available, this information shall be provided to the fullest extent possible, but not less than one year. If less than 3 years, the Vendor must explain the reason why they are not available.
- b) For a privately held company, provide certified audited financial statements for the last three years; when certified audited financial statements are not prepared, provide a written statement from the company's certified public accountant stating the financial condition, debt-to-asset ratio for the past three (3) years and any pending actions that may affect the company's financial condition.
- c) The State may, in its sole discretion, accept evidence of financial stability other than Financial Statements for the purpose of evaluating Vendors' responses to this RFP. The State reserves the right to determine whether the substitute information meets the requirements for Financial Information sufficiently to allow the State to evaluate the sufficiency of financial resources and the ability of the business to sustain performance of this RFP award. Scope Statements issued may require the submission of Financial Statements and specify the number of years to be provided, the information to be provided, and the most recent date required.

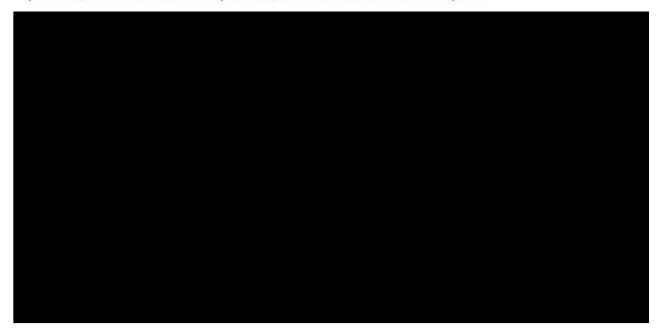


Exhibit M: SOC 2 Type II Report

Exhibit M includes our SOC 2 Type II report. Additional information or clarification can be provided upon request.

Neighborly Participant Portal Accessibility Conformance Report

Revised Section 508 + WCAG 2.2 edition, based on VPAT* version v2.51*

Name of product/version:	Neighborly Participant Portal
Report date:	21 August 2024
Product description:	website
Contact information:	Christa Driscoll (christa.driscoll@neighborlysoftware.com)
Notes:	
Evaluation methods used:	This conformance report is based on the results of an accessibility audit conducted by <u>TPG Interactive</u> on a representative sample of pages/components across selected user journeys, for the purpose of assessing conformance to accessibility
	guidelines.
	The W3C Website Accessibility Conformance Evaluation Methodology (WCAG-EM) was followed for conducting the
	accessibility audit. The testing included manual accessibility testing, automated accessibility tools, and testing with assistive
	_
	The following applications were used as part of the audit to identify potential accessibility issues:
	 Desktop browsers: Chrome, Firefox, Safari
	 Assistive technologies and settings: JAWS, NVDA, VoiceOver
	 Accessibility testing tools: ARC Toolkit, ARC Capture Extension, Colour Contrast Analyzer
Applicable standards/guidelines:	This report covers the degree of conformance for the following accessibility standards/guidelines:
	 Web Content Accessibility Guidelines (WCAG) 2.0 Level A/AA
	 Web Content Accessibility Guidelines (WCAG) 2.1 Level A/AA
	 Web Content Accessibility Guidelines (WCAG) 2.2 Level A/AA
	 Revised Section 508 standards published January 18, 2017 and corrected January 22, 2018Web Content Accessibility
	Guidelines (WCAG) 2.0 Level A/AA
	 Web Content Accessibility Guidelines (WCAG) 2.1 Level A/AA
	 Revised Section 508 standards published January 18, 2017 and corrected January 22, 2018

^{* &}quot;Voluntary Product Accessibility Template" and "VPAT" are registered service marks of the Information Technology Industry Council (ITI)

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ghborly Participant Portal Accessibility Conformance Report	Terms	WCAG 2.2 Report	Table 1: Success Criteria, Level A	Table 2: Success Criteria, Level AA	Table 3: Success Criteria, Level AAA	Revised Section 508 Report	Chapter 3: Functional Performance Criteria (FPC)	Chapter 4: <u>Hardware</u>	Chapter 5: <u>Software</u>	Chapter 6: Support Documentation and Services	Legal disclaimer
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Terms

The terms used in the conformance level information are defined as follows:

Supports: The functionality of the product has at least one method that meets the criterion without known defects or meets with equivalent facilitation.

Partially supports: Some functionality of the product does not meet the criterion.

Does not support: The majority of product functionality does not meet the criterion.

Not applicable: The criterion is not relevant to the product.

Not evaluated: The product has not been evaluated against the criterion. This can be used only in WCAG Level AAA criteria.

WCAG 2.2 Report

Tables 1 and 2 also document conformance with:

Revised Section 508: Chapter 5 — 501.1 Scope, 504.2 Content Creation or Editing, and Chapter 6 — 602.3 Electronic Support Documentation

Note: When reporting on conformance with the WCAG 2.2 Success Criteria, they are scoped for full pages, complete processes, and accessibility-supported ways of using technology as documented in the WCAG 2.0 Conformance Requirements.

Table 1: Success Criteria, Level A

Notes:

Criteria	Conformance level	Remarks and explanations	Remediation Update
1.1.1 Non-text Content (Level A)	Supports ¹	Non-text content that is presented to the	
Also applies to:		user has a text alternative that serves the	
Revised Section 508		equivalent purpose, with some exceptions.	
501 (Web)(Software)		These include: "Neighbourly Software"	
• 504.2 (Authoring Tool)		image and "Stop" images lacking text	
602.3 (Support Docs)		alternatives, the active neighbourly logo in	
		the header not having a descriptive text	
		alternative and some decorative images that	
		are not hidden from assistive technologies.	
1.2.1 Audio-only and Video-only	Not Applicable	The reviewed pages contain no audio-only	
(Prerecorded) (Level A)	700779	or video-only content.	
Also applies to:		×	
Revised Section 508			
501 (Web)(Software)			
504.2 (Authoring Tool)			
602.3 (Support Docs)			
1.2.2 Captions (Prerecorded) (Level A)	Not Applicable	The website does not contain synchronized	
Also applies to:		media with prerecorded audio content.	
Revised Section 508			
501 (Web)(Software)			
504.2 (Authoring Tool)			
602.3 (Support Docs)			
1.2.3 Audio Description or Media	Not Applicable	The website does not contain any	
Alternative (Prerecorded) (Level A)		synchronized media which would require an	
Also applies to:		E E	

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Criteria	Conformance level	Remarks and explanations	Remediation Update
Revised Section 508		alternative for time-based media or audio	
501 (Web)(Software)		description.	
504.2 (Authoring Tool) 602.3 (Support Pool)			
a series (support Docs)			
1.3.1 Into and Relationships (Level A)	Partially Supports	information, structure, and relationships	Semantic structure and programmatic
Also applies to:		conveyed through presentation can be	relationships are being addressed to align with
Revised Section 508		programmatically determined or are	1.3.1. Remediation completed includes proper
501 (Web)(Software)		available in text, with some exceptions.	heading levels for most used screens, semantic list
504.2 (Authoring Tool)		These include: headings not marked as	markup, and accessible table structures. Ongoing
• 602.3 (Support Docs)		headings, incorrect use of heading markup,	efforts focus on correcting heading use and
		lists not marked up as lists, controls that are	visually grouped controls.
		grouped visually but not programmatically	
		and some tables not defined or well formed.	
1.3.2 Meaningful Sequence (Level A)	Supports ²	A correct reading sequence can be	
Also applies to:		programmatically determined for most	
Revised Section 508		content in the website, with two exceptions:	
 501 (Web)(Software) 		the error message "Please enter a valid	
504.2 (Authoring Tool)		email address," intended to be hidden from	
602.3 (Support Docs)		all users, is being incorrectly announced to	
		screen readers in the "applicant	
		information" component and content in the	
		"side navigation" component not being	
		announced as in the visual.	
1.3.3 Sensory Characteristics (Level A)	Supports	Instructions provided for understanding and	
Also applies to:		operating content do not rely solely on	
Revised Section 508		sensory characteristics of components.	
501 (Web)(Software)			
• 504.2 (Authoring Tool)			
602.3 (Support Docs)			
1.4.1 Use of Color (Level A)	Supports ³	In the majority of cases, color is not used as	
Also applies to:		the only visual means of conveying	
Revised Section 508		information, indicating an action, prompting	
501 (Web)(Software)		a response, or distinguishing a visual	
504.2 (Authoring Tool)		element, with some exceptions. These	
 602.3 (Support Docs) 		include: controls with a slight change of	
		color for the custom focus indicator and in	
		some forms, the error state is being	

Criteria	Conformance level	Remarks and explanations	Remediation Update
		communicated by the use of the red color only.	
1.4.2 Audio Control (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Not Applicable	The website does not contain any audio which plays automatically for more than three seconds.	
2.1.1 Keyboard (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Supports⁴	All functionality of the content is operable through a keyboard interface without requiring specific timings for individual keystrokes, with some exception. These include: the 'Menu' popup button in small viewports from the "logged in header" component, tooltip in the "dynamic form" component, and the "Select" button controls from the "sale contact picker" component.	
2.1.2 No Keyboard Trap (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Supports	For every component that receives keyboard focus, focus can be moved away from that component using only a keyboard interface.	
2.1.4 Character Key Shortcuts (Level A 2.1 only) Revised Section 508 – Does not apply	Not Applicable	The website does not provide keyboard shortcuts.	
2.2.1 Timing Adjustable (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Partially Supports	The majority of the website features time limits that are essential provide a mechanism for users to extend the time limit, with some exceptions. These include: some status messages that disappears automatically.	The platform has implemented mechanisms to allow users to adjust time limits for most interactive features where time is essential. Completed updates include configurable session timeouts. However, some transient elements and infrequently used status messages for unique use cases are on the accessibility roadmap to ensure full compliance.
Also applies to: Revised Section 508 • 501 (Web)(Software)	Supports	For all moving, blinking, scrolling content presented in parallel with other content, a mechanism is available to pause, stop, or hide the content. For all auto-updating	

Criteria	Conformance level	Remarks and explanations	Remediation Update
504.2 (Authoring Tool)		content, a mechanism is available to pause,	
602.3 (Support Docs)		stop, hide, or control the frequency of updates.	
2.3.1 Three Flashes or Below Threshold (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Supports	The website does not contain anything that flashes more than three times in any one second period.	
2.4.1 Bypass Blocks (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) – Does not apply to non-web software • 504.2 (Authoring Tool) • 602.3 (Support Docs) – Does not apply to non-web docs	Not applicable	The website does not contain blocks of content that are repeated on multiple pages.	
2.4.2 Page Titled (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Does not support	Pages do not have titles that describe their topic or purpose.	12/1/25 - New Pages are now built with the design pattern of context sensitive title embedded, while the remediation efforts for key pages with context-relevant <title> elements are prioritized as part of our accessibility roadmap.</td></tr><tr><td>2.4.3 Focus Order (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)</td><td>Partially Supports</td><td>Focusable components receive focus in an order that preserves meaning and operability, with some exceptions. These include some non-interactive elements that receive focus, focus order being illogical, and some hidden elements receive keyboard focus.</td><td>Most interactive components follow a logical and meaningful focus order that supports operability via keyboard navigation. Some edge cases such as non-interactive or hidden elements, receive focus in tab sequencing. These are being actively reviewed and addressed as part of ongoing accessibility enhancements.</td></tr><tr><td>2.4.4 Link Purpose (In Context) (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool)</td><td>Partially Supports</td><td>The purpose of each link can be determined from the link text alone or from the link text together with its programmatically determined link context, with one exception: the 'Neighbourly' link is</td><td>Most links now convey their purpose clearly through link text alone or in context with surrounding content, meeting accessibility expectations.</td></tr></tbody></table></title>

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Criteria	Conformance level	Remarks and explanations	Remediation Update
602.3 (Support Docs)		announced as "logo" link in the "logged header" component.	One known exception is the Neighborly logo link in the logged-in header, an enhancement is on the roadmap to a more descriptive accessible name in addition to the logo link.
2.5.1 Pointer Gestures (Level A 2.1 only) Revised Section 508 – Does not apply	Supports	All functionality can be operated using a single pointer without a path-based gesture.	
2.5.2 Pointer Cancellation (Level A 2.1 only) Revised Section 508 – Does not apply	Supports	Single-pointer functions can be aborted by moving the pointer to a neutral location or are reversed by the up-event.	
2.5.3 Label in Name (Level A 2.1 only) Revised Section 508 – Does not apply	Partially Supports	Controls with visible text labels, the accessible name of the control contains the label text with some exception: the "Start Application" control in the "start a new application" component, the form fields in the "dynamic form" component and the combobox in the "house income	Most controls follow accessible name best practices. The specific ones mentioned here are identified and scheduled for remediation on the accessibility roadmap.
2.5.4 Motion Actuation (Level A 2.1 only) Revised Section 508 – Does not apply	Not Applicable	The website does not have functionality operated by device motion or user motion.	
3.1.1 Language of Page (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Supports	The human language of all pages on the website is correctly identified.	
3.2.1 On Focus (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Supports	Interactive controls do not initiate a change of context when they receive focus.	
3.2.2 On Input (Level A) Also applies to: Revised Section 508 • 501 (Web)(Software) • 504.2 (Authoring Tool) • 602.3 (Support Docs)	Supports	Changing the values of form controls does not cause an automatic change of context.	

Criteria	Conformance level	Remarks and explanations	Remediation Update
3.2.6 Consistent Help (Level A 2.2 only)	Supports	Users can find help for completing tasks on a	
apply		web site, wrien it is available.	
3.3.1 Error Identification (Level A)	Partially Supports	For the majority of input errors that are	We are improving how input errors are
Also applies to:		automatically detected, the items that are in	communicated by ensuring all form fields clearly
Revised Section 508		error are identified and the errors are	identify errors and provide helpful descriptions.
501 (Web)(Software)		described to the user in text, with some	Enhancements are underway to align error
• 504.2 (Authoring Tool)		exceptions. These include: the "register	messaging with accessibility standards across all
602.3 (Support Docs)		form" and "dynamic form" in the error state.	form components.
3.3.2 Labels or Instructions (Level A)	Partially Supports	Labels or instructions are provided for the	3/6/25 - All component issues identified in the
Also applies to:		majority of content that requires user input,	audit for this criterion has been addressed by
Revised Section 508		with some exceptions. These include:	Neighborly Software
501 (Web)(Software)		required form controls do not convey or	
• 504.2 (Authoring Tool)		expose the fact that they are required, and	We have updated our forms so that all non-
602.3 (Support Docs)		some controls rely on placeholder text as a	required fields now display an "(optional)" label,
		label.	while required fields are indicated by default. This
			ensures clearer guidance for all users, including
			those using assistive technologies.
3.3.7 Redundant Entry (Level A 2.2	Not Applicable	There are no form fields that require	
only)		redundant entry.	
EN 301 549 Criteria – Does not			
holy			
Revised Section 508 – Does not			
apply			
4.1.1 Parsing (Level A)	Supports	No parsing issues relevant to this criterion	
Also applies to:		were observed.	
Revised Section 508			
501 (Web)(Software)			
504.2 (Authoring Tool)			
 602.3 (Support Docs) 			
4.1.2 Name, Role, Value (Level A)	Partially Supports	For most of the user interface components,	
Also applies to:		the name and role can be programmatically	
Revised Section 508		determined; states, properties, and values	
501 (Web)(Software)		that can be set by the user can be	
• 504.2 (Authoring Tool)		programmatically set; and notification of	
602.3 (Support Docs)		changes to these items is available to user	
		agents, including assistive technologies.	
		However, there are some exceptions,	
		including controls that lack accessible	

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Criteria	Conformance level	Remarks and explanations	Remediation Update
		names, controls with incorrect accessible	
		names, additional instructions that are not	
		programmatically associated with the	
		relevant controls, and custom controls, such	
		as buttons and grids, that expose missing or	
		incorrect roles, states, and properties.	

Table 2: Success Criteria, Level AA

Notes:

Criteria	Conformance level	Remarks and explanations	Remediation Update
1.2.4 Captions (Live) (Level AA)	Not Applicable	The website does not contain synchronized	
Also applies to:		media with live audio content.	
Revised Section 508			
 501 (Web)(Software) 			
504.2 (Authoring Tool)			
602.3 (Support Docs)			
1.2.5 Audio Description (Prerecorded)	Not applicable	The website does not contain any	
(Level AA)		synchronized media which would require an	
Also applies to:		audio description.	
Revised Section 508			
 501 (Web)(Software) 			
504.2 (Authoring Tool)			
602.3 (Support Docs)			
1.3.4 Orientation (Level AA 2.1 only)	Supports	All content and functionality are presented	
Also applies to:		and usable at different orientations.	
Revised Section 508 – Does not apply			
1.3.5 Identify Input Purpose (Level AA 2.1	Partially Supports	The purpose of each input field collecting	1/6/25 - Input fields in the "Register" and "Sign In"
only)		information about the user can be	forms have been updated to support browser
Also applies to:		programmatically determined with some	heuristics for programmatic identification.
Revised Section 508 – Does not apply		exceptions: the inputs from "applicant	
		information" component, "dynamic form",	Remaining fields in the "Applicant Information"
		"register form" and "sign in" form.	component and "Dynamic Form" are scheduled for
			enhancement as part of the accessibility roadmap.
1.4.3 Contrast (Minimum) (Level AA)	Partially Supports	Most text has sufficient contrast. Exceptions	We are reviewing and adjusting text contrast
Also applies to:		include: some placeholders text, "Down	across the platform to ensure readability in all
Revised Section 508		Payment Assistance" text content in the	contexts. Updates will address known areas of
501 (Web)(Software)		"Overview Questions" component and some	insufficient contrast, including placeholders and
504.2 (Authoring Tool)		error text message in the "Sign in form".	

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Criteria	Conformance level	Remarks and explanations	Remediation Update
602.3 (Support Docs)			form messages, and are being incorporated into our regular release cycles.
1 A A Bosizo toyt (Love I AA)	Dartially Supports	On most pages toxt say he resized in to	We are undating components to ensure that text
Al I - I - I - I - I - I - I - I - I -	a camp sappores	ייייטין לייייטין ליייייטין ליייייטין ליייייטין ליייייטין ליייייטין ליייייטין ליייייטין ליייייטין ליייייטין ליייי	מאר מור משמתווו פ בסווי של הייד הייד הייד הייד הייד הייד הייד היי
Also applies to:		200% without loss of content or	can be resized up to 200% without loss of content
Revised Section 508		functionality. Exceptions include loss of	or functionality. Improvements are focused on
501 (Web)(Software)		content in the "task details", "sale contact	areas where layout issues were identified and will
504.2 (Authoring Tool)		picker" and "profile navigation" components.	be addressed in upcoming releases as part of our
 602.3 (Support Docs) 			accessibility enhancements.
1.4.5 Images of Text (Level AA)	Supports	The website uses text characters to convey	
Revised Section 508		information rather than images of text.	
• 501 (Web)(Software)			
• 504.2 (Authoring Tool)			
 602.3 (Support Docs) 			
1.4.10 Reflow (Level AA 2.1 only) Revised Section 508 – Does not apply	Does not support	Resizing the website to a width of 320 CSS pixels results in two-dimensional scrolling	All component issues identified in the audit for this criterion has been addressed by Neighborly
		and loss of content or functionality.	Software:
			1. Content may be presented without loss of
			information or functionality and does not
			require both horizontal and vertical
			scrolling
1.4.11 Non-text Contrast (Level AA 2.1	Partially Supports	The majority of interface components and	All component issues identified in the audit for
only)		graphical objects have a contrast ratio of at	this criterion has been addressed by Neighborly
Revised Section 508 – Does not apply		least 3:1, with some exceptions. These	Software:
		include: some graphic controls, some	1. Ul components and meaningful graphical
		custom-styled control borders and some	objects (buttons, scrollbars etc) have
		custom focus indicators.	been updated to have sufficient color
			contrast
1.4.12 Text Spacing (Level AA 2.1 only)	Partially Supports	The website allows for relevant text style	All component issues identified in the audit for
Revised Section 508 – Does not apply		properties to be changed without loss of	this criterion has been addressed by Neighborly
		the "Application" and "Document" links are	1. Changing text spacing does not result in a
		obscured in "side navigation" component	
		and "1406 SE 43rd Ave Portland, OR 97215"	Changing text spacing does not obscure
		data cell (associated with the "Address"	text
		column header) is partially obscured in "sale	
		contact picker" component.	

Criteria	Conformance level	Remarks and explanations	Remediation Update
1.4.13 Content on Hover or Focus (Level AA 2.1 only)	Supports	Additional content that appears on hover or focus is dismissable, hoverable, and	
Revised Section 508 – Does not apply		persistent.	
2.4.5 Multiple Ways (Level AA)	Supports	More than one way is available to locate web	
Also applies to:		pages (with the exception of pages that are	
Revised Section 508		the result of, or a step in, a process).	
 501 (Web)(Software) – Does 			
not apply to non-web			
software			
 504.2 (Authoring Tool) 			
602.3 (Support Docs) – Does not apply to non-web docs			
2.4.6 Headings and Labels (Level AA)	Partially Supports	The majority of headings and labels	We are reviewing and refining headings and labels
Also applies to:		appropriately describe the topic or purpose	to ensure they are descriptive, relevant, and
Revised Section 508		of their related content, with some	consistently applied. Updates will remove
• 501 (Web)(Software)		exceptions. These include labels that lack	unnecessary content and add missing context to
• 504.2 (Authoring Tool)		necessary information and labels that	improve clarity for all users, including those using
602.3 (Support Docs)		include irrelevant information.	assistive technologies.
2.4.7 Focus Visible (Level AA)	Partially Supports ⁵	The majority of keyboard operable user	
Also applies to:		interface components provide a visible	We are enhancing focus indicators to ensure they
Revised Section 508		keyboard focus indicator, with some	are clearly visible for all keyboard-operable
 501 (Web)(Software) 		exceptions. These include: all the data cells	components. Improvements will address areas
504.2 (Authoring Tool)		associated with the column headers	where focus is currently missing or difficult to
 602.3 (Support Docs) 		"Contact", "Address", and "Phone Numbers"	perceive. These updates are being incorporated
		in the "sale contact picker" component, the	into upcoming development cycles as part of our
		"Rows per page" combobox in "sale contact	accessibility roadmap.
		picker navigation" and calendar widget and	
		the eye controls in the "dynamic form"	
		component.	
2.4.11 Focus Not Obscured (Minimum)	Supports	When a user interface component receives	
(Level AA 2.2 only)		keyboard focus, the component is not	
Revised Section 508 – Does not apply		entirely hidden due to author-created	
		content.	
2.5.7 Dragging Movements (Level AA 2.2	Not applicable	The website does not contain any author-	
only)		defined functionality which uses pointer	
Revised Section 508 – Does not apply		dragging movements.	

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Criteria	Conformance level	Remarks and explanations	Remediation Update
2.5.8 Target Size (Minimum) (Level AA 2.2	Supports	The size of the targets for pointer inputs is at	
only)		least 24 by 24 CSS pixels.	
Revised Section 508 – Does not apply			
3.1.2 Language of Parts (Level AA)	Supports	The human language of each passage or	
Also applies to:		phrase in the content can be	
Revised Section 508		programmatically determined.	
501 (Web)(Software)			
504.2 (Authoring Tool)			
602.3 (Support Docs)			
3.2.3 Consistent Navigation (Level AA)	Supports	Navigational mechanisms that are repeated	
Also applies to:		on multiple pages within a set of Web pages	
Revised Section 508		occur in the same relative order each time	
501 (Web)(Software) – Does		they are repeated.	
not apply to non-web			
software			
504.2 (Authoring Tool)			
602.3 (Support Docs) – Does			
not apply to non-web docs			
3.2.4 Consistent Identification (Level AA)	Supports	Components that have the same	
Also applies to:	:	functionality within a set of pages are	
Revised Section 508		identified consistently.	
• 501 (Web)(Software) – Does			
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soltware			
504.2 (Authoring Tool)			
 602.3 (Support Docs) – Does 			
not apply to non-web docs			
3.3.3 Error Suggestion (Level AA)	Supports	For all automatically detected input errors	
Also applies to:		where suggestions for correction are known,	
Revised Section 508		the suggestions are provided to the user.	
• 501 (Web)(Software)			
504.2 (Authoring Tool)			
 602.3 (Support Docs) 			
3.3.4 Error Prevention (Legal, Financial,	Not Applicable	The website does not contain pages that	
Data) (Level AA)		cause legal commitments or financial	
Also applies to:		transactions, modify, or delete user-	
Revised Section 508		controllable data in a data storage system, or	
501 (Web)(Software)		submit user test responses.	
 504.2 (Authoring Tool) 			

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602.3 (Support Docs)			
3.3.8 Accessible Authentication	Not Applicable	There are no cognitive function tests used	
(Minimum) (Level AA 2.2 only)		for authentication.	
Revised Section 508 – Does not apply			
4.1.3 Status Messages (Level AA 2.1 only)	Does not support	Most status messages can be presented to	We are working to ensure that all status messages
Revised Section 508 – Does not apply		the user by assistive technologies without	are programmatically conveyed to assistive
		receiving focus, with some exceptions. These	technologies without requiring focus. Updates are
		include: the loading state, the visible	planned to improve announcements for dynamic
		"Downloading" status messages that appear	content such as loading indicators, error prompts,
		after activating the "Print This Step", the "no	and search results. These improvements will be
		results found" when searching in "sale	released as part of our ongoing accessibility
		contact picker", and "Please provide all	enhancement efforts.
		required information to complete this step,"	
		from "applicant information" component.	

Table 3: Success Criteria, Level AAA

Notes: Not evaluated

Revised Section 508 Report

Chapter 3: Functional Performance Criteria (FPC)

Notes:

Criteria	Conformance level	Remarks and explanations	Remediation Update
302.1 Without Vision	Partially Supports	Most product functions are usable without	We are enhancing support for non-visual users by
	d-redge	vision. Exceptions include non-text content	improving keyboard accessibility, providing
		without text alternatives, confusing labels	accurate text alternatives for non-text content,
		and link text, controls that are not keyboard	and ensuring that controls have clear labels, roles,
		accessible, controls without accessible	and programmatic associations.
		names, and controls that do not	
		programmatically convey correct	
		relationships, roles, states, and properties.	
302.2 With Limited Vision	Partially Supports	Most product functions are usable with	We are addressing edge case issues related to text
		limited vision. Exceptions include those from	resizing, content reflow, and color contrast to

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Criteria	Conformance level	Remarks and explanations	Remediation Update	_
		302.1 as well as color contrast issues, reflow	improve usability for users with limited vision.	
		issues and loss of content or functionality	These updates are part of our phased accessibility	
		when text size is changed.	improvements and are being prioritized for	
			upcoming releases.	
302.3 Without Perception of Color	Partially Supports	Most product functions are usable without	We are actively addressing edge case areas where	
		perception of color. with the exception of the	color is currently the sole means of conveying	
		focus indicator in some controls and some	information. Planned updates will ensure that	
		error states communicated only by red color.	visual cues such as focus indicators and error	
			messages are perceivable without relying on color	
			alone. These improvements are part of our	
			broader accessibility roadmap and will be included in uncoming releases.	
302.4 Without Hearing	Supports	Functions are usable without hearing.		_
302.5 With Limited Hearing	Supports	Most product functions are usable with		_
)		limited hearing.		
302.6 Without Speech	Supports	Product functions are usable without speech.		
302.7 With Limited Manipulation	Partially Supports	Most product functions are usable with	We are working to enhance keyboard accessibility,	
		limited manipulation except some controls	label clarity, and focus management across the	
		that are not keyboard accessible, controls	product. Updates are being planned to ensure that	
		whose visible labels do not match their	all controls are operable without complex	
		accessible names, confusing labels and link	manipulation and consistently convey roles, states,	
		text, controls that lack accessible names,	and properties.	
		sections with poor focus management, and		
		controls that do not programmatically		
		convey correct relationships, roles, states,		
		and properties.		
302.8 With Limited Reach and Strength	Supports	Product functions are usable with limited		
		reach and strength.		_
302.9 With Limited Language, Cognitive,	Partially Supports	Most product functions are usable with	1/9/25 - Most functionality is operable for users	
and Learning Abilities		limited language, cognitive, and learning	with limited language, cognitive, or learning	
		abilities. Exceptions include non-text content	abilities. We are actively working to improve the	
		without text alternatives, poorly structured	remaining items by providing clear text	
		content, keyboard inaccessible controls, poor	alternatives for non-text content. These	
		focus management, confusing labels and link	enhancements are part of our ongoing accessibility	
		text, controls without accessible names, and	roadmap.	
		controls that do not programmatically		
		convey correct relationships, roles, states,		
		and properties.		

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Chapter 4: Hardware

Notes: Not applicable

Chapter 5: Software

Notes: Not applicable. The product is a website and does not have authoring tool functionality.

Chapter 6: Support Documentation and Services

Notes: Not applicable. The product has no documentation and no support services.

Legal disclaimer

[For the client to fill in – Include your company legal disclaimer here, if needed.]

Frequently Asked Questions

Does your company have a digital accessibility policy statement?

At Neighborly Software we are committed to providing an inclusive and accessible digital experience for all users. Our goal is to ensure that everyone, regardless of ability or disability, can access and benefit from our software solutions.

Our Commitment to Accessibility

We continuously work to improve accessibility across our products, guided by the principles of the Web Content Accessibility Guidelines (WCAG) 2.1. Our efforts include:

- Accessible Design: We strive to build user interfaces that are intuitive and easy to navigate for users of all abilities. We incorporate feedback from individuals with diverse needs and conduct usability testing to improve access and functionality.
- Keyboard & Screen Reader Compatibility: We strive to make our applications fully operable by keyboard and compatible with screen readers and other assistive technologies, ensuring a seamless experience for users who rely on these tools.
- Continuous Improvement: Accessibility is an ongoing priority for us. We regularly review and update our software to meet evolving accessibility standards, striving to create an experience that is both inclusive and adaptable.
- 2. Who at your company is responsible for digital accessibility compliance?

audits, and staying informed about the latest accessibility standards and regulations. Christa collaborates closely with our development teams to Our digital accessibility compliance is overseen by Christa Driscoll our Accessibility Product Manager. Christa leads our efforts to ensure that our software solutions are accessible to all users, regardless of ability. This includes implementing accessibility best practices, conducting regular integrate accessibility into every stage of our product lifecycle.

3. Describe how digital accessibility fits into your product's development lifecycle.

Digital accessibility is a core part of our product development lifecycle at Neighborly Software. Our commitment to accessibility is integrated into each stage, from initial concept through deployment and maintenance, to ensure our software is accessible for all users.

Design Phase

Our design follows accessibility best practices from the outset, ensuring that all elements—from layouts to color schemes—meet WCAG 2.2, Level AA standards. We prioritize keyboard navigation, color contrast, and readability, aiming to build an intuitive experience for all users, including those with disabilities.

Development and Testing

We incorporate accessibility features as a standard part of the coding process. To validate our compliance with accessibility standards, we use ARC and JAWS tools, which allow us to detect and address accessibility barriers. These tools help ensure compatibility with assistive technologies, such as screen readers, and improve the accessibility of our product for users with disabilities.

Ongoing Maintenance

Digital accessibility is an ongoing priority. We conduct regular accessibility assessments, including VPAT updates and audits, to align with evolving standards and user needs. Each software update is assessed for accessibility impact to ensure continued compliance.

4. Does your company have an accessibility road map?

At Neighborly Software, we have an accessibility roadmap that outlines our commitment to creating an inclusive digital experience for all users. Our roadmap is structured around key goals and milestones designed to ensure continuous improvement in accessibility. Here's a general

Accessibility Roadmap Overview

Goal 1: Achieve Full WCAG 2.2 Level AA Compliance

- Milestones
- Current State Audit: Conduct a comprehensive accessibility audit to identify any current gaps in WCAG 2.2 Level AA compliance.
- Remediation: Address identified issues in phased releases, prioritized by impact.
- Verification: Use ARC and JAWS tools for testing accessibility and conduct user testing to confirm remediation effectiveness.

Goal 2: Integrate Accessibility in Product Development

Milestones:

- Team Training: Ensure that all product teams receive ongoing training on accessibility best practices.
- Accessible Design Integration: Embed accessibility reviews in the design and development phases of our product lifecycle to proactively prevent accessibility barriers.

Goal 3: Enhance User Support and Feedback Channels

Milestones:

- Accessibility Feedback Mechanism: Establish dedicated channels for users to report accessibility barriers.
- Response Plan: Develop a standardized process for addressing accessibility feedback promptly.

Goal 4: Maintain Continuous Improvement and Compliance

Milestones:

- Quarterly Accessibility Audits: Conduct regular audits to monitor compliance and address new issues as the product evolves.
- VPAT/ACR Updates: Refresh our VPAT and ACR documentation regularly to reflect the latest accessibility status of our product.
- 5. Do your developers have experience coding for digital accessibility?

technologies. In addition to their training, our developers work closely with accessibility tools like ARC and JAWS for testing, which further enhances their ability to detect and resolve potential accessibility barriers. This experience enables them to build and maintain a product proficient in techniques for making content accessible to screen readers, keyboard navigation, and ensuring compatibility with assistive Our development team has experience coding for digital accessibility and is well-versed in accessibility standards. Our developers are that aligns with industry standards for accessibility.

If accessibility changes are needed to your web apps, what guarantee can we have that these will be implemented to our satisfaction prior to go-live/going forward? 6

We understand that accessibility is a priority and are committed to delivering a product that meets our client's needs prior to launch and throughout its lifecycle. Here are the steps we take to improve accessibility compliance:

- Pre-Launch Accessibility Testing: Before each release, we conduct comprehensive accessibility testing using ARC and JAWS tools, along with manual reviews to confirm that our interfaces align with WCAG 2.2, Level AA standards. This ensures that all accessibility requirements are met prior to go-live. ۲.
- Accessibility Remediation: Should any additional accessibility changes be required, our team is prepared to prioritize and address these as part of our pre-launch checklist. We work closely with clients to verify that changes meet your satisfaction before going live. 5
- Collaborative Review Process: We value feedback and collaboration, so we provide ongoing communication to ensure that accessibility updates meet your standards. We welcome client accessibility audits and feedback prior to launch, allowing for a collaborative review process to achieve optimal outcomes. e,
- Post-Launch Support and Maintenance: Accessibility is a continuous commitment. We conduct regular audits, maintain a current VPAT, and implement necessary updates as web standards and technologies evolve, ensuring that our product remains compliant over time. 4

Our approach is built to ensure that accessibility standards are not only met but maintained to the highest level.

Accessibility Conformance Report Addendum

accessibility may occasionally be impacted. To address this, we conduct regular audits and dedicate time to identify and resolve accessibility implemented targeted updates to improve accessibility. These updates address specific remarks from the evaluation, resulting in enhanced conformance with the identified accessibility criteria. As our codebase frequently evolves with the addition of new features and updates, Our development team has reviewed feedback from a third-party evaluation of the VPAT (Voluntary Product Accessibility Template) and issues, ensuring continuous improvement and alignment with accessibility standards.

1.1.1 Non-text Content (Level A)

Non-text content assertions identified in the audit have been addressed as follows:

- Meaningful images now include alternative text where necessary that accurately describes their purpose.
- Decorative images have been appropriately hidden from assistive technologies to reduce unnecessary announcements.

21.3.2 Meaningful Sequence (Level A)

Items identified in the audit has been organized in a logical sequence that is understandable even without visual layout.

Error messages are better displayed in context and are announced only when deemed relevant.

31.4.11 Non-text Contrast (Level AA)

UI components and graphical objects have been remediated to better meet the contrast ratios for accessibility.

Custom-styled control borders and focus indicators have been enhanced to ensure sufficient contrast.

⁴2.1.1 Keyboard (Level A)

Interactive elements have been improved to be operable using a keyboard.

Keyboard functionality has been aligned with mouse capabilities, ensuring consistent access to actions.

52.4.7 Focus Visible (Level AA)

Focus indicators for keyboard-operable components have been improved.

Updates include more distinct and clearer visual cues to aid navigation.

²age 21



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