

## Contract Award

|                       |                           |
|-----------------------|---------------------------|
| Contract Number:      | <b>Doc1677946894</b>      |
| Contract Description: | <b>Staff Augmentation</b> |
| Vendor:               | <b>Capital Access</b>     |

### **Task Order Categories Awarded:**

**TASK 1 – Development of Policies, Procedures, and Standard Operating Procedures (SOPs)**

**TASK 2 – Financial Compliance, Oversight, and Fraud Prevention**

**TASK 3 – Duplication of Benefits (DOB) Compliance**

**TASK 4 – Procurement Compliance and Monitoring**

**TASK 5 – Claims, Appeals, and Case Reviews**

**TASK 6 – Action Plan Development and Amendments**

**TASK 7 – Needs Assessments, Market Analysis, and Geospatial Support**

**TASK 8 – Program Performance Monitoring and Evaluation**

**TASK 9 – Civil Rights, Fair Housing, Labor Standards, and Historic Preservation**

**TASK 10 – Audit Readiness and Monitoring Support**

**TASK 12 – Training, Technical Assistance, and Capacity Building**

**TASK 13 – Relocation Program (URA/TRA) Development and Compliance Support**

**TASK 14 – Communication, Public Information, and Outreach Support**

**TASK 15 – Grant Management**

**STATE OF NORTH CAROLINA**  
**Division of Community Revitalization (DCR)**

|   |  |
|---|--|
| Refer <u>ALL</u> Inquiries regarding this RFP to:<br><a href="mailto:angela.dunaway@commerce.nc.gov">angela.dunaway@commerce.nc.gov</a> | Request for Proposals # Doc1677946894<br><br>Proposals will be publicly opened: September 4, 2025, at 2:00 pm ET |
| <b>Using Agency:</b> North Carolina Department of Commerce, Division of Community Revitalization  | <b>Commodity No. and Description:</b> 801016 Project management  |

**EXECUTION**

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

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

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

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

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

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

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

By executing this proposal, Vendor certifies that it has read and agreed to the INSTRUCTIONS TO VENDORS and the NORTH CAROLINA GENERAL TERMS AND CONDITIONS. This procurement complies with the State's own procurement laws, rules and procedures per 2 CFR § 200.317.

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

|   |            |                    |        |
|---|------------|--------------------|--------|
| COMPLETE/FORMAL NAME OF VENDOR:                               |            |                    |        |
| Capital Access, Inc.  |            |                    |        |
| STREET ADDRESS:   |            | P.O. BOX:          |        |
| 220 Locust St, Suite 16-C                                     |            | ZIP:               |        |
| CITY & STATE & ZIP:   |            | TELEPHONE NUMBER:  |        |
| Philadelphia, PA 19106  |            | TOLL FREE TEL. NO: |        |
| PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE : |            |                    |        |
| PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:     |            | FAX NUMBER:        |        |
| Jeremy Newberg , CEO  |            |                    |        |
| VEND  | [REDACTED] | DATE:              | EMAIL: |
|   |            | 09/03/2025         |        |

Proposal Number: Doc1677946894

Vendor: \_\_\_\_\_

### **VALIDITY PERIOD**

Offer valid for at least 90 days from date of proposal opening, or if extended by mutual agreement of the parties. Any withdrawal of this offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

### **ACCEPTANCE OF PROPOSAL**

If your proposal is accepted, all provisions of this RFP, along with the written results of any negotiations, shall constitute the written agreement between the parties ("Contract"). The NORTH CAROLINA GENERAL TERMS AND CONDITIONS are incorporated herein and shall apply.

**FOR STATE USE ONLY:** Offered \_\_\_\_\_ Signed by: \_\_\_\_\_ Contract awarded this 19th day of December, 2025, as indicated on the attached certification, by \_\_\_\_\_ [REDACTED] \_\_\_\_\_ (Authorized Representative of Department of Commerce).



## Request for Offer Extension

**Solicitation Number:**

Doc1677946894

**Solicitation Description:**

Staff Augmentation

**Solicitation Opening Date and Time:**

September 11, 2025, at 2:00 pm ET

**Issue Date Request for Offer Extension:**

December 5, 2025

**Procurement Director:**

Angie Dunaway

[angela.dunaway@commerce.nc.gov](mailto:angela.dunaway@commerce.nc.gov)

919-526-8340

**Extension Response Due Date and Time:**

**December 8, 2025 by 5:00 pm EST**

Return executed copy of this Request for Offer Extension via email to [angela.dunaway@commerce.nc.gov](mailto:angela.dunaway@commerce.nc.gov) by the due date and time indicated above.

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Per Request for Proposal (RFP) #Doc1677946894, VALIDITY PERIOD, page 3 states, “Offer valid for at least 90 days from date of proposal opening, or if extended by mutual agreement of the parties.” The State is requesting Vendor to extend its offer for thirty (30) calendar days.

**YES**, Vendor acknowledges and agrees to extend its offer thirty (30) calendar days.

**NO**, Vendor does not acknowledge and does not agree to extend its offer thirty (30) calendar days.

**Sign Request for Offer Extension:**

**Offer (Vendor Name):**

Capital Access, Inc.

**Authorized Signature:**

Jeremy Newberg  
12/5/2025

**Name and Title:**

**Date:**

**ATTACHMENT A: TASK ORDER CATEGORIES / PRICING**

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**TASK ORDER CATEGORIES:**

Per RFP Section 5.1 GENERAL, SCOPE OF WORK, Vendors may choose to submit an offer for all task order categories or only certain categories. Indicate below which task order category(s) Vendor would like to perform work. While Vendors may choose which task order category(s), DCR makes no guarantee of task order award, volume of task orders Vendors will receive, or the task order types Vendors will receive. Task Orders will not be made outside of the task order category(s) selected by the Vendor during this solicitation process.

- YES  NO TASK 1 – Development of Policies, Procedures, and Standard Operating Procedures (SOPs)
- YES  NO TASK 2 – Financial Compliance, Oversight, and Fraud Prevention
- YES  NO TASK 3 – Duplication of Benefits (DOB) Compliance
- YES  NO TASK 4 – Procurement Compliance and Monitoring
- YES  NO TASK 5 – Claims, Appeals, and Case Reviews
- YES  NO TASK 6 – Action Plan Development and Amendments
- YES  NO TASK 7 – Needs Assessments, Market Analysis, and Geospatial Support
- YES  NO TASK 8 – Program Performance Monitoring and Evaluation
- YES  NO TASK 9 – Civil Rights, Fair Housing, Labor Standards, and Historic Preservation
- YES  NO TASK 10 – Audit Readiness and Monitoring Support
- YES  NO TASK 11 – Technical and Engineering Support for Infrastructure and Housing Projects
- YES  NO TASK 12 – Training, Technical Assistance, and Capacity Building
- YES  NO TASK 13 – Relocation Program (URA/TRA) Development and Compliance Support
- YES  NO TASK 14 – Communication, Public Information, and Outreach Support
- YES  NO TASK 15 – Grant Management
- YES  NO TASK 16 – Technical Systems Specification & Project Management
- YES  NO TASK 17 – Environmental Review

**PRICING:**

Vendor to replicate the table below and provide an hourly not-to-exceed rate per position for each task order category(s) offered with its solicitation response. Rates shall be inclusive of salary, overhead, administrative and other similar fees, travel and other expenses. Vendor is responsible for providing cell phones, computers/laptops, and all IT support related thereto.

| TASK ORDER CATEGORY   | YEAR 1<br>HOURLY RATE |        | YEAR 2<br>HOURLY RATE |        | YEAR 3<br>HOURLY RATE |        |
|---|-----------------------|--------|-----------------------|--------|-----------------------|--------|
|   | On-Site               | Remote | On-Site               | Remote | On-Site               | Remote |
| <b>TASK 1 – Development of Policies, Procedures, and Standard Operating Procedures (SOPs)</b> |                       |        |                       |        |                       |        |
| Project Lead / Senior Consultant  | \$240                 | \$195  | \$240                 | \$195  | \$280                 | \$215  |
| HUD TA Program Manager / Senior Consultant  | \$240                 | \$195  | \$240                 | \$195  | \$280                 | \$215  |
| Director of Policy / Senior Consultant  | \$240                 | \$195  | \$240                 | \$195  | \$280                 | \$215  |
| Financial Systems Specialist / Senior Consultant  | \$240                 | \$195  | \$240                 | \$195  | \$280                 | \$215  |
| Senior Consultant   | \$240                 | \$195  | \$240                 | \$195  | \$280                 | \$215  |
| Assistant HUD Consultant  | \$155                 | \$125  | \$155                 | \$125  | \$195                 | \$135  |
| <b>TASK 2 – Financial Compliance, Oversight, and Fraud Prevention</b>                         |                       |        |                       |        |                       |        |
| Project Lead/ Senior Consultant   | \$240                 | \$195  | \$240                 | \$195  | \$280                 | \$215  |
| HUD TA Program Manager / Senior Consultant  | \$240                 | \$195  | \$240                 | \$195  | \$280                 | \$215  |
| Director of Policy / Senior Consultant  | \$240                 | \$195  | \$240                 | \$195  | \$280                 | \$215  |
| Contracts Manager / HUD Finance Manager   | \$225                 | \$180  | \$225                 | \$180  | \$275                 | \$210  |
| Construction / Software Management Systems  | \$195                 | \$150  | \$195                 | \$150  | \$230                 | \$165  |
| <b>TASK 3 – Duplication of Benefits (DOB) Compliance</b>                                      |                       |        |                       |        |                       |        |
| Project Lead/ Senior Consultant   | \$240                 | \$195  | \$240                 | \$195  | \$280                 | \$215  |
| HUD TA Program Manager / Senior Consultant  | \$240                 | \$195  | \$240                 | \$195  | \$280                 | \$215  |
| Director of Policy / Senior Consultant  | \$240                 | \$195  | \$240                 | \$195  | \$280                 | \$215  |
| <b>TASK 4 – Procurement Compliance and Monitoring</b>   |                       |        |                       |        |                       |        |
| Project Lead/ Senior Consultant   | \$240                 | \$195  | \$240                 | \$195  | \$280                 | \$215  |
| HUD TA Program Manager / Senior Consultant  | \$240                 | \$195  | \$240                 | \$195  | \$280                 | \$215  |
| Director of Policy / Senior Consultant  | \$240                 | \$195  | \$240                 | \$195  | \$280                 | \$215  |
| <b>TASK 5 – Claims, Appeals, and Case Reviews</b>   |                       |        |                       |        |                       |        |
| Project Lead/ Senior Consultant   | \$240                 | \$195  | \$240                 | \$195  | \$280                 | \$215  |
| HUD TA Program Manager / Senior Consultant  | \$240                 | \$195  | \$240                 | \$195  | \$280                 | \$215  |
| Director of Policy / Senior Consultant  | \$240                 | \$195  | \$240                 | \$195  | \$280                 | \$215  |
| Senior Consultant   | \$240                 | \$195  | \$240                 | \$195  | \$280                 | \$215  |
| Assistant HUD Consultant  | \$155                 | \$125  | \$155                 | \$125  | \$195                 | \$135  |
| <b>TASK 6 – Action Plan Development and Amendments</b>  |                       |        |                       |        |                       |        |
| Project Lead/ Senior Consultant   | \$240                 | \$195  | \$240                 | \$195  | \$280                 | \$215  |
| HUD TA Program Manager / Senior Consultant  | \$240                 | \$195  | \$240                 | \$195  | \$280                 | \$215  |
| Director of Policy / Senior Consultant  | \$240                 | \$195  | \$240                 | \$195  | \$280                 | \$215  |
| Senior Consultant   | \$240                 | \$195  | \$240                 | \$195  | \$280                 | \$215  |
| Assistant HUD Consultant  | \$155                 | \$125  | \$155                 | \$125  | \$195                 | \$135  |
| HUD TA Administrative Assistant   | \$145                 | \$100  | \$145                 | \$100  | \$175                 | \$110  |
| <b>TASK 7 – Needs Assessments, Market Analysis, and Geospatial Support</b>                    |                       |        |                       |        |                       |        |
| Project Lead/ Senior Consultant   | \$240                 | \$195  | \$240                 | \$195  | \$280                 | \$215  |
| HUD TA Program Manager / Senior Consultant  | \$240                 | \$195  | \$240                 | \$195  | \$280                 | \$215  |
| Director of Policy / Senior Consultant  | \$240                 | \$195  | \$240                 | \$195  | \$280                 | \$215  |
| Subject Matter Expert   | \$220                 | \$175  | \$220                 | \$175  | \$260                 | \$195  |
| Assistant HUD Consultant  | \$155                 | \$125  | \$155                 | \$125  | \$195                 | \$135  |



| TASK ORDER CATEGORY  | YEAR 1<br>HOURLY RATE | YEAR 2<br>HOURLY RATE | YEAR 3<br>HOURLY RATE |
|--|-----------------------|-----------------------|-----------------------|
| <b>TASK 12 – Training, Technical Assistance, and Capacity Building</b>           |                       |                       |                       |
| <i>Vendor to Indicate All Position Title(s) HERE</i>                             |                       |                       |                       |
| Teresa Carter, Grants Management Team Program Manager (Project Lead)             | \$220                 | \$231                 | \$243                 |
| Lisa Abbott, Senior Consultant and HUD TA Program Manager                        | \$185                 | \$195                 | \$205                 |
| Kathryn Mayrose O'Connell, Senior Consultant and Director of Policy              | \$185                 | \$195                 | \$205                 |
| Dayatra Coles, Senior Consultant and Financial Systems Specialist                | \$185                 | \$195                 | \$205                 |
| Nykia Thomas, HUD TA Administrative Assistant                                    | \$95                  | \$100                 | \$105                 |
| <b>TASK 13 – Relocation Program (URA/TRA) Development and Compliance Support</b> |                       |                       |                       |
| <i>Vendor to Indicate All Position Title(s) HERE</i>                             |                       |                       |                       |
| Teresa Carter, Grants Management Team Program Manager (Project Lead)             | \$220                 | \$231                 | \$243                 |
| Grant Johnson, Chief Operating Officer   | \$210                 | \$221                 | \$233                 |
| Lisa Abbott, Senior Consultant and HUD TA Program Manager                        | \$185                 | \$195                 | \$205                 |
| Kathryn Mayrose O'Connell, Senior Consultant and Director of Policy              | \$185                 | \$195                 | \$205                 |
| <b>TASK 14 – Communication, Public Information, and Outreach Support</b>         |                       |                       |                       |
| <i>Vendor to Indicate All Position Title(s) HERE</i>                             |                       |                       |                       |
| Teresa Carter, Grants Management Team Program Manager (Project Lead)             | \$220                 | \$231                 | \$243                 |
| Lisa Abbott, Senior Consultant and HUD TA Program Manager                        | \$185                 | \$195                 | \$205                 |
| Kathryn Mayrose O'Connell, Senior Consultant and Director of Policy              | \$185                 | \$195                 | \$205                 |
| Isela Lopez, Program & Communications Coordinator                                | \$110                 | \$116                 | \$122                 |
| <b>TASK 15 – Grant Management</b>  |                       |                       |                       |
| <i>Vendor to Indicate All Position Title(s) HERE</i>                             |                       |                       |                       |
| Teresa Carter, Grants Management Team Program Manager (Project Lead)             | \$220                 | \$231                 | \$243                 |
| Lisa Abbott, Senior Consultant and HUD TA Program Manager                        | \$185                 | \$195                 | \$205                 |
| Kathryn Mayrose O'Connell, Senior Consultant and Director of Policy              | \$185                 | \$195                 | \$205                 |
| Dayatra Coles, Senior Consultant and Financial Systems Specialist                | \$185                 | \$195                 | \$205                 |
| Taylor Lee, Contracts Manager and HUD Program Finance Manager                    | \$165                 | \$174                 | \$183                 |
| Kelly Peterson, Assistant HUD Consultant   | \$110                 | \$116                 | \$122                 |
| Nykia Thomas, HUD TA Administrative Assistant                                    | \$95                  | \$100                 | \$105                 |
| <b>TASK 16 – Technical Systems Specification &amp; Project Management</b>        |                       |                       |                       |
| <i>Vendor to Indicate All Position Title(s) HERE</i>                             |                       |                       |                       |
| N/A  |                       |                       |                       |
| <b>TASK 17 – Environmental Review*</b>   | <b>UNIT COST</b>      | <b>UNIT COST</b>      | <b>UNIT COST</b>      |
| Initial Environmental Review:  |                       |                       |                       |
| Exempt   |                       |                       |                       |
| Categorically Excluded Not Subject to §58.5                                      |                       |                       |                       |
| Categorically Excluded Subject to §58.5  |                       |                       |                       |
| Environmental Assessment   |                       |                       |                       |
| Environmental Impact Statements  |                       |                       |                       |
| Reevaluation Environmental Review:   |                       |                       |                       |
| Exempt   |                       |                       |                       |

|   |  |  |  |
|---|--|--|--|
| Categorically Excluded Subject to §58.5 |  |  |  |
| Environmental Assessment                |  |  |  |
| Environmental Impact Statements         |  |  |  |



# Technical Assistance and Consulting Services Proposal

For North Carolina Department of Commerce  
August 2025

Request for Proposal #: Doc1677946894

**Jeremey Newberg, CEO**

**CAPITAL ACCESS, INC.**

220 Locust St., Suite 16-C, Philadelphia, PA 19106

215.551.2000

[capitalaccessinc.com](http://capitalaccessinc.com)



**NORTH CAROLINA  
DEPARTMENT of  
COMMERCE**

## CONFLICT OF INTEREST

### Conflict of Interest Disclosure Statement

Capital Access, Inc. affirms that, to the best of our knowledge and belief, neither the company, nor any of its officers, directors, employees, or agents has any actual or potential conflict of interest that would interfere with our ability to perform the services described in Request for Proposals #Doc1677946894 issued by the North Carolina Department of Commerce, Division of Community Revitalization.

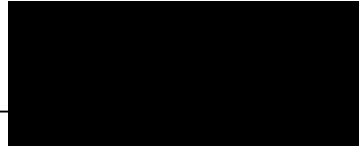
We further certify that:

- No relationships, financial interests, or other circumstances exist that would compromise or appear to compromise our objectivity or independence in carrying out the responsibilities of this contract.
- Neither Capital Access, Inc. nor its key personnel has participated in the preparation of this RFP or has any undisclosed arrangement that would provide an unfair competitive advantage.
- Should any potential conflict of interest arise during the course of performance, Capital Access, Inc. will promptly disclose it in writing to the Department of Commerce and will take all necessary steps to resolve the matter to the State's satisfaction.

By signing below, the undersigned certifies that the foregoing statement is true and correct.

**Vendor:** Capital Access, Inc.

**Signature of Authorized Representative:** \_\_\_\_\_



**Authorized Representative:** Jeremy Newberg

**Title:** CEO

**Date:** 9/3/2025



NC DEPARTMENT

of COMMERCE

COMMUNITY REVITALIZATION

Josh Stein  
GOVERNOR

Lee Lilley  
SECRETARY

Stephanie McGarrah  
DEPUTY SECRETARY

# BID ADDENDUM

August 26, 2025

**FAILURE TO RETURN THIS ADDENDUM MAY SUBJECT YOUR BID TO REJECTION**

|                          |                    |
|--------------------------|--------------------|
| Solicitation Number      | Doc1677946894      |
| Solicitation Description | Staff Augmentation |
| Addendum Number          | 1                  |

**Solicitation Opening has been extended to September 11, 2025.**  
**Submit proposals BEFORE 2:00 pm ET (by 1:59:59).**

**CHANGE TO SOLICITATION:**

1. **Section 4.3 PAYMENT STRUCTURE** has been amended to read:  
Payment will be a fixed fee not-to-exceed for services based on the scope of work for each task order.
2. **Attachment C: North Carolina General Contract Terms and Conditions 2(b)** is stricken as written in the original solicitation and is hereby replaced with the following language:

If, through any cause, Vendor shall fail to fulfill in a timely and proper manner the obligations under the Contract, including, without limitation, in these North Carolina General Terms and Conditions, the State shall have the right to terminate the Contract by giving ten days written notice to the Vendor and specifying the effective date thereof. In that event, any or all finished or unfinished deliverables that are prepared by the Vendor under the Contract shall, at the option of the State, become the property of the State (and under any applicable Vendor license to the extent necessary for the State to use such property), and the Vendor shall be entitled to receive just and equitable compensation for any acceptable deliverable completed (or partially completed at the State's option) as to which such option is exercised. Notwithstanding, Vendor shall not be relieved of liability to the State for damages sustained by the State by virtue of any breach of the Contract, and the State may withhold any payment due the Vendor for the purpose of setoff until such time as the exact amount of damages due the State from such breach can be determined. The State, if insecure as to receiving proper performance or provision of goods deliverables, or if documented Vendor Services performance issues exist, under this Contract, may require at any time a

performance bond or other alternative performance guarantees from a Vendor without expense to the State as provided by applicable law. G.S. 143-52(a); 01 NCAC 05B.1521; G.S. 25-2-609.

If this Contract contemplates deliveries or performance over a period of time, the State may terminate this Contract for convenience at any time by providing 30 days' notice in writing from the State to the Vendor. In that event, any or all finished or unfinished deliverables prepared by the Vendor under this Contract shall, at the option of the State, become its property, and under any applicable Vendor license and permits to the extent necessary for the State to use such property. If the Contract is terminated by the State for convenience, the State shall pay for those items or Services for which such option is exercised, less any payment or compensation previously made.

**RESPONSE TO QUESTIONS:**

State's Responses to Questions Received by the due date and time of August 18, 2025, by 5:00 pm ET. The Question appears exactly as submitted by the Vendor.

|   | CITATION  | VENDOR QUESTION   | DCR RESPONSE  |
|---|---|---|---|
| 1 | 5.2.7 – Task 7: Needs Assessments, Market Analysis, and Geospatial Support; 5.2.8 – Task 8: Program Performance Monitoring and Evaluation | May vendors include <b>nonbinding annexes</b> (e.g., sample dashboards or geospatial maps) to illustrate technical approach for Tasks 7 and 8, or should responses remain narrative only? | Samples are acceptable.   |
| 2 | 5.1 General (SOR)   | For the <b>System of Record (SOR)</b> referenced, does DCR anticipate a required integration with <b>HUD DRGR</b> , or will DRGR be operated separately alongside the SOR?                | No, DRGR will be separate from the SOR.   |
| 3 | 4.5 HUB Participation; Attachment E – HUB Information   | To confirm: will a <b>woman-owned prime (not HUB-certified) partnering with certified HUB subcontractors</b> be recognized as meeting the State's <b>10% HUB utilization goal</b> ?       | The minority participation goal is for state construction projects for state-owned buildings (N.C.G.S. 143-128.2). Outside of state construction, the state has a policy of encouraging and promoting the use of small, minority, and women-owned businesses (see N.C.G.S. 143-48) but it is not a criterion for award. |
| 4 | 5.1 General (staffing & hours)  | Will <b>remote or hybrid staffing</b> be acceptable if we maintain <b>weekday 8:00 a.m.–5:00 p.m. ET</b> coverage and comply with any required in-person roles?                           | As described in the RFP, DCR may require in-person roles depending upon program needs. Virtual or hybrid will not meet the in-person requirement for those roles determined to be in-   |

|    |  |   |   |
|----|--|---|---|
|    |  |   | person. In-person needs will be identified in each task order.  |
| 5  | 4.6 Background Checks  | Are specific background checks required (e.g., <b>SBI, CJIS, fingerprinting</b> ), or will standard vendor HR screenings suffice unless otherwise requested?  | Standard HR screenings will suffice unless otherwise requested based on specific needs. Additional background checks may be required for in-person roles.   |
| 6  | 4.2 Pricing; Attachment A – Task Order Categories / Pricing                                    | For pricing, may vendors propose <b>category specific position titles and rates</b> (i.e., rates can differ by Task Order category), provided all rates are <b>not to exceed</b> and inclusive of expenses? | Yes.  |
| 7  | 2.7 Proposal Contents<br>Narrative Response: Vendor Qualifications and Approach<br>Page No: 10 | Is it mandatory, the Vendor should meet the Relevant experience with HUD-funded programs (e.g., CDBG-DR, CDBG-MIT, HOME, ESG) or other disaster recovery work as an eligibility to submit the bid           | Vendors will not be disqualified for lack of experience, so a bid could be evaluated even without relevant experience. Experience is an important criterion, and lack of experience would be considered a weakness in the evaluation and might result in the vendor not being placed on the contract at all or for a particular task. |
| 8  | 2.7 Proposal Contents<br>Narrative Response: Vendor Qualifications and Approach<br>Page No: 10 | Can CDBG-DR confirm if vendors without experience in HUD-funded programs or other disaster recovery work, may still be considered to bid if they demonstrate strong qualifications in other areas?"         | Yes, vendors without experience in HUD-funded programs may still be considered for a bid.   |
| 9  | No reference citation provided by the Vendor.  | Is there an existing incumbent vendor or vendor pool currently providing staff augmentation services for the CDBG-DR program?   | Not for the NC Department of Commerce's CDBG-DR programs.   |
| 10 | No reference citation provided by the Vendor.  | Can DCR confirm whether there is a minimum number of personnel the vendors required to propose for each task order category   | There are no minimums.  |
| 11 | 2.6 RFP Submittal<br>Page No: 9  | Will the Department require both electronic submission through eProcurement <i>and</i> a hard copy, or is electronic submission alone sufficient?   | Electronic submission alone is sufficient.  |

|    |  |   |  |
|----|--|---|--|
| 12 | No reference citation provided by the Vendor.          | Could DCR please provide more insights regarding vendors may propose staffing levels (labor categories) based on their approach and capacity to meet each task order category?  | Based on their experiences with HUD and/or disaster recovery work, vendors should propose how they would staff each task.  |
| 13 | 2.7 Proposal Contents Examples<br>Page No: 10          | For Attachment H, are all example projects required to be related specifically to HUD-funded programs and disaster recovery work, or may we include other relevant staffing engagements that demonstrate comparable scope and complexity? | Other relevant staffing engagements are acceptable, though more comparable experience may receive a stronger evaluation.   |
| 14 | 2.7 Proposal Contents Resumes<br>Page No: 10           | Can DCR confirm whether it is mandatory to submit minimum of two resumes for all proposed staff for each proposed position or labor category?   | It is not mandatory but encouraged for key personnel.  |
| 15 | No reference citation provided by the Vendor.          | Can you confirm whether vendors must be registered with the State of North Carolina at the time of proposal submission?   | Vendors do not have to have a Certificate of Authority to Transact Business in NC at the time of submission, but they will be required to obtain one upon contract.  |
| 16 | No reference citation provided by the Vendor.          | Is business registration is required upon award of a contract?  | Yes, a Certificate of Authority to Transact Business in North Carolina from the NC Secretary of State's Office is required upon award of a contract.   |
| 17 | Attachment B<br>North Carolina Instructions to Vendors | Could you please confirm the bid opening date and advise when and where the bid tabulation results will be made available for public viewing?   | Per this Addendum the solicitation opening date has been extended to September 11, 2025. Submit proposals by September 11, 2025, BEFORE 2:00 pm ET (by 1:59:59).<br><br>Per ATTACHMENT B: NORTH CAROLINA INSTRUCTIONS TO VENDORS, paragraph 26 TABULATIONS, " <i>Bid tabulations can be electronically retrieved at the Electronic Vendor Portal (eVP), <a href="https://evp.nc.gov">https://evp.nc.gov</a>.</i> " |
| 18 | 2.7 Proposal Contents Resumes                          | Can we submit <b>sample resumes</b> instead of actual staff resumes?  | This is not prohibited but may receive a weaker evaluation, as   |

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|    | Page No: 10  |  | DCR will not be able to determine actual experience. Sample resumes should be identified as such.  |
| 19 | 2.7 Proposal Contents Examples<br>Page No: 10                              | For the experience requirements outlined in the RFP, can project examples from subcontractors be included in the proposal, or must all examples reflect the direct past performance of the prime contractor? | Project examples from subcontractors may be included and should be identified as such.   |
| 20 | 2.6 Reference: Section RFP Submittal,<br>Page no: 9                        | Is there a maximum file size limit for electronic proposal submissions through eProcurement Sourcing?  | The file size limit is 100MB. If Vendor response is greater than 100MB Vendors are allowed to "ZIP" the file and upload a zip file. The State must be able to open any file submitted.<br><br>Per the RFP, " <b><i>Questions or issues related to using eProcurement Sourcing must be directed to the eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM ET</i></b> ". |
| 21 | Offer Checklist<br>Page no: 60   | Should the attachments be included within the Technical Proposal?  | The entire offer, one (1) pdf file, should be uploaded in eProcurement Sourcing in Section 5.1 VENDOR OFFER.   |
| 22 | Offer Checklist<br>Page no: 60   | Should the attachments be submitted as separate files?   | The attachments should not be submitted as separate files.   |
| 23 | 4.5 Hub Participation<br>Page no: 16                                       | Is it mandatory for the vendor to meet the 10% HUB participation goal  | No. See response to Question #3.   |
| 24 | No reference citation provided by the Vendor.                              | Will the vendor's resources be required to work on-site?   | Some personnel may be required to work on-site, depending on the task order.   |
| 25 | No reference citation provided by the Vendor.                              | Will the vendor's resources be required to work on-site, remotely, or a combination of both?   | Depending on the task order, some personnel may be required to work on-site; others will be able to work remotely.   |
| 26 | 5.2.16 Technical Systems Specification & Project Management<br>Page No: 23 | Will the vendor be required to provide actual IT development/configuration, or only project management and system specification support?   | Only project management system specification support. DCR has issued a separate procurement for a grants management system.  |

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| 27 | 4.3 Payment Structure<br>Page No: 15                              | Payment is stated as a “fixed fee per task order.” Can you clarify how this aligns with Attachment A’s hourly rate structure? Should vendors present max hourly rates only, with task order pricing later converted into fixed fees?  | See clarification at the top of this addendum. Payment will be a NOT-TO-EXCEED amount for services based on the scope of work for each task order.   |
| 28 | 1.0 Purpose and Background (p. 6); 3.1 Method of Award (p. 11–12) | Can the State clarify how many vendors it intends to pre-qualify under this pool, and whether there is a target number of awards and contract value?  | The number of prequalified vendors may vary by task and will depend on the applicant pool. The State does not have a target number at this time.   |
| 29 | 2.4 RFP Schedule (p. 8)   | We respectfully request a one- to two-week extension to the current proposal submission deadline of September 4, 2025 for Staff Augmentation, Community Development Block Grant-Disaster Recovery, Expert Administrative Support, RFP # Doc1677946894. Due to the complexity and level of detail required, additional time would enable our team to prepare a thorough and high-quality response that fully aligns with the objectives and expectations outlined in the solicitation. | Per this Addendum the solicitation opening date has been extended to September 11, 2025. Submit proposals by September 11, 2025, BEFORE 2:00 pm ET (by 1:59:59).   |
| 30 | 5.3 Task Order Methodology (p. 24)                                | Will all pre-qualified vendors be invited to respond to each task order, or will DCR use a rotation, shortlisting, or limited competition approach?   | The State does not have any information to add to Section 5.3 Task Order Methodology at this time.   |
| 31 | 5.3 Task Order Methodology (p. 24)                                | Will task order awards be based solely on the hourly rates in Attachment A, or can vendors propose reduced rates or discounts when competing for individual task orders?  | Task order awards will not be based solely on hourly rates. Please see the description in Section 5.3 regarding best value. Reduced rates may be acceptable, but the State encourages vendors to submit their best rate in response to this RFP. |
| 32 | 4.2 Pricing (p. 15); Attachment A (p. 27–28)                      | The RFP states that hourly rates must be “inclusive of salary, overhead, administrative and other similar fees, travel and other expenses.” Can the State   | Travel should be included in the hourly rates and will not be reimbursed separately.   |

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|    |  | confirm that no separate travel reimbursement will be permitted under task orders?  |   |
| 33 | 4.2 Pricing (p. 15); Attachment A (p. 27–28)         | Are vendors permitted to propose different position titles under different task order categories (e.g., Senior Policy Analyst for Task 1 vs. Analyst for Task 7), or must positions be standardized across all categories?      | Vendors may propose different positions titles under different task order categories.   |
| 34 | 5.2.17 Environmental Review (p. 24)                  | For Task 17, should unit pricing for environmental reviews include the cost of specialized studies (e.g., wetlands delineations, Phase I ESA), or will those be procured separately by DCR or reimbursed as pass-through costs? | Unit pricing will be considered inclusive of any specialized study necessary to complete the review. See response to Question #27.  |
| 35 | 4.2 Pricing (p. 15)                                  | Does the State allow annual rate escalation within the three-year base term, or are hourly rates fixed for all three years?   | The table in Attachment A asks for hourly rates each year for three years – the rates do not have to be the same each year but must be identified in the response to this RFP.  |
| 36 | 4.5 HUB Participation (p. 15); Attachment E (p. 55)  | Will HUB participation be evaluated during the pre-qualification stage, or only at the task order level?  | See response to Question #3.  |
| 37 | 4.9 Insurance Requirements (p. 16–17)                | Must vendors demonstrate proof of all required insurance at the time of proposal submission, or is it sufficient to show the ability to obtain coverage prior to task order award?  | Proof of insurance coverage is not required at the time of submission, though vendors should indicate their willingness and ability to obtain the required amount of coverage. Proof of insurance will be required prior to any task order award. |
| 38 | 5.2.14 Communication & Outreach (p. 23)              | For communication and outreach deliverables, will DCR provide centralized branding and style guidelines, or should vendors propose their own branding/messaging approach?   | Yes, DCR will provide branding and style guidelines. Vendors may draft messaging, subject to DCR final approval.  |
| 39 | 1.0 Scope of Services – Staff Augmentation<br>Page 6 | Can the Department clarify whether augmented staff will be embedded onsite at DOC offices or deployed remotely, and if  | See response to Question #4, #25.   |

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|    |   | there is a required percentage of onsite vs. remote presence?  |   |
| 40 | 1.0 Scope of Services – Staff Augmentation<br>Page 7          | Are staff expected to support multiple grant programs simultaneously (e.g., CDBG-DR and other federal disaster recovery grants), or will assignments be dedicated to one program at a time?    | As an Agency-Specific Term Contract, this contract could be used for any need within the Department of Commerce. Currently, the intent is to use the contract for CDBG-DR funded Helene Recovery programs. Specific Task Orders will identify the program(s) and assignments needed at that time. |
| 41 | 1.0 Scope of Services – Disaster Recovery Expertise<br>Page 8 | Does “expert support” refer to programmatic advisory roles (e.g., policy, compliance, technical assistance) or operational roles (e.g., processing applications, reviewing files)?             | Could apply to either depending upon the respective Task order.   |
| 42 | 3.2 Minimum Qualifications<br>Page 13                         | Will the Department accept equivalent professional experience in place of formal certifications, particularly in community revitalization, federal grant administration, or disaster recovery? | It depends upon the task order.   |
| 43 | 3.3 Key Personnel<br>Page 14                                  | Are bidders required to name specific personnel in the proposal, or can they submit general position descriptions with resumes provided upon request or at award?                              | See response to Question #14 and #18.   |
| 44 | 4.0 Deliverables and Reporting<br>Page 18                     | What are the specific reporting expectations for augmented staff (e.g., weekly timesheets, task completion reports, outcome-based metrics)?  | Reporting expectations will be task-dependent and will reflect completion activities and timesheets as needed.  |
| 45 | 4.0 Performance Standards<br>Page 19                          | How will the Department measure successful augmentation — is it based on hours delivered, tasks completed, or program outcomes?  | DCR will measure successful staff augmentation through tasks completed and program outcomes, but will require documentation for billing based on the task order.  |
| 46 | 5.1 Contract Term<br>Page 22                                  | Is there an anticipated maximum number of augmented staff to be engaged at one time, or will this be on a task-order/on-demand basis?  | No, it will be task order dependent.  |

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| 47 | 5.2 Compensation<br>Page 23                                    | Will the Department reimburse based on fixed hourly rates per role, or can firms propose blended rates?  | See clarification at the top of this addendum. Payment will be a NOT-TO-EXCEED amount for services based on the scope of work for each task order.  |
| 48 | 6.0 Proposal Submission Requirements<br>Page 25                | Does the Department require hard-copy submission in addition to electronic, or is electronic submission via email sufficient?  | See responses to Question #11 and #72.  |
| 49 | 6.0 Proposal Format<br>Page 27                                 | Is there a required template for resumes and qualifications, or will standard organizational formats be acceptable?  | There is no required template; standard formats are acceptable.   |
| 50 | 4.0 Deliverables and Reporting<br>Page 20                      | Would the Department be open to integrating lightweight third-party engagement tools (such as AskHumans) to gather stakeholder feedback and track satisfaction with augmented staff over time?             | Any third-party engagement tools will have to be approved by the NC Department of Information Technology.   |
| 51 | 2.7 Proposal Contents<br>Page 10                               | Can vendors submit more than three project examples in Attachment H to demonstrate broader HUD-related experience, or will additional examples beyond three be disregarded?                                | See response to Question #184.  |
| 52 | 4.11 Financial Information<br>Page 17                          | For privately held firms, will reviewed financial statements prepared by a CPA be acceptable if audited financials are not available?  | Please see Section 4.11 re privately owned entities or sole proprietorships, which includes the following language: "Last three years of audited or <b>un-audited</b> accrual-basis financial statements, including an income statement, cash flow statement and balance sheet" |
| 53 | 4.9 Requirements<br>Page 16                                    | For contracts valued at less than \$1,000,000, will vendors still be required to provide proof of insurance at the higher thresholds outlined in Attachment C, or will minimum statutory coverage suffice? | Vendors should anticipate being required, at the time of the Task Order, to provide proof of insurance in the amounts for Contracts Valued in Excess of \$1,000,000.  |
| 54 | 5.2.1 Development of Policies, Procedures, and SOPs<br>Page 19 | Will DCR provide existing policies and templates to be updated, or should vendors plan to create all materials from scratch?   | This will vary by task order.   |

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| 55 | 5.2.2 Financial Compliance, Oversight, and Fraud Prevention<br>Page 19      | Can DCR clarify whether financial monitoring will include direct oversight of subrecipients' accounting systems, or be limited to compliance reviews?             | DCR does not anticipate financial monitoring to include direct oversight of subrecipients' accounting systems.                 |
| 56 | 5.2.3 Duplication of Benefits Compliance<br>Page 20                         | Will DCR provide access to federal and state data systems for DOB checks, or must vendors procure and integrate their own data sources?                           | DCR will provide access to the data systems.   |
| 57 | 5.2.4 Procurement Compliance and Monitoring<br>Page 20                      | Should vendors anticipate providing procurement training to subrecipients, or will DCR handle training and vendors focus solely on compliance monitoring?         | This will depend upon the task order and needs of subrecipients.   |
| 58 | 5.2.5 Claims, Appeals, and Case Reviews<br>Page 20                          | Can DCR confirm whether vendors will have direct authority to make eligibility determinations, or will recommendations be reviewed and approved by DCR staff?     | DCR staff will review and approve.   |
| 59 | 5.2.7 Needs Assessments, Market Analysis, and Geospatial Support<br>Page 21 | Will DCR provide access to state GIS and data repositories, or must vendors rely on publicly available datasets?  | DCR can provide access to state data, but the vendor may also choose to use publicly available datasets.                       |
| 60 | 5.2.8 Program Performance Monitoring and Evaluation<br>Page 21              | Can DCR clarify whether vendors are expected to design new performance metric systems or only provide staff to operate and maintain DCR-selected systems?         | Vendors will be expected to help develop and design performance metric systems and conduct program evaluation activities.      |
| 61 | 5.2.8 Program Performance Monitoring and Evaluation<br>Page 21              | Will vendors be granted access to the Disaster Recovery Grant Reporting (DRGR) system directly, or will all DRGR reporting be managed through DCR staff?          | DRGR reporting will be managed by DCR staff.   |
| 62 | 5.2.8 Program Performance Monitoring and Evaluation<br>Page 21              | Should proposed tools for milestone tracking and progress reporting be integrated with the future System of Record (SOR), or will standalone tools be acceptable? | Standalone tools will be acceptable as long as they can at least interface with the SOR to avoid manual data entry.            |
| 63 | 5.2.11 Technical and Engineering Support<br>Page 22                         | Can DCR clarify whether engineering services must be performed by licensed Professional Engineers (PEs) in  | Licensing in the state of North Carolina will not be required for most tasks, however PEs must be knowledgeable of local codes |

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|    |   | North Carolina, or if equivalent licensed professionals from other states are acceptable?  | and requirements sufficient to provide a thorough review and feasibility analysis of projects.                                |
| 64 | 5.2.12 Training, Technical Assistance, and Capacity Building<br>Page 22   | Should training materials be designed for statewide use and reuse, or should they be tailored to specific subrecipients/programs?  | Statewide use.  |
| 65 | 5.2.14 Communication, Public Information, and Outreach Support<br>Page 23 | Will DCR provide branding/graphic standards for public-facing materials, or should vendors propose their own?  | See response to Question #38.   |
| 66 | 5.2.16 Technical Systems Specification & Project Management<br>Page 23    | Can DCR clarify whether the vendor's role is limited to documenting workflows and specifications, or will vendors also be expected to manage vendors providing SOR development services?                 | Documenting workflows and specifications. DCR will manage vendors providing SOR development services.                         |
| 67 | 5.2.16 Technical Systems Specification & Project Management<br>Page 23    | Is there an anticipated timeline for finalizing the System of Record (SOR), and will Task 16 vendors be engaged prior to or after system vendor selection?   | See response to Question #104.  |
| 68 | 5.2.16 Technical Systems Specification & Project Management<br>Page 23    | Will vendors under Task 16 be expected to provide ongoing project management support for system implementation (e.g., sprint planning, testing, user acceptance) or only provide initial specifications? | Anticipated deliverables are workflow and technical specification documentation and project management and monitoring of SOR. |
| 69 | 5.2.16 Technical Systems Specification & Project Management<br>Page 23    | Can DCR clarify if integration requirements with financial management and reporting systems are within scope for Task 16 vendors?  | Yes, these could be within scope depending upon the task orders.  |
| 70 | 5.2.17 Environmental Review<br>Page 24                                    | Should vendors provide unit costs inclusive of all required studies (e.g., noise, floodplain, endangered species), or will these be contracted separately as needed?                                     | See response to Question #34.   |
| 71 | 3.4 Evaluation Criteria<br>Page 13  | Will DCR assign weighted scoring to the evaluation factors (experience, firm qualifications, methodology, cost), and if so, can  | Criteria are listed in order of importance; no specific weights will be assigned.   |

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|    |   | the weights be shared with vendors?  |   |
| 72 | 2.6 RFP Submittal<br>Page 8                           | If a vendor experiences technical issues with the eProcurement portal on the submission deadline, is there an alternate method (e.g., email submission) permitted as backup? | Pursuant to O1 NCAC 05B .0303, e-mail, facsimile, and telephone offers shall not be accepted in response to a Solicitation that is required to be sealed pursuant to Rule .0301. Vendors should not wait until the submission deadline to begin submitting through the portal. Submit well in advance with plenty of time to call the helpdesk for assistance. For training on how to use eProcurement Sourcing, <a href="https://eprocurement.nc.gov/training/vendor-training">https://eprocurement.nc.gov/training/vendor-training</a> . Questions or issues related to using eProcurement Sourcing must be directed to the eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM ET |
| 73 | 2.7 Proposal Contents,<br>Page 9                      | Can the vendor include cover letter with the submittal?  | Yes   |
| 74 | 18 Subcontracting,<br>Page 46                         | Is it permissible for a firm to be included as a subcontractor on another firm's response in addition to submitting its own proposal as a prime respondent?                  | Yes. DCR will ensure there are no conflicts of interest when issuing task orders and making selections.   |
| 75 | 18 Subcontracting,<br>Page 46                         | Are subcontractors required to complete the attachment forms as well, or is that only required of the prime respondent?  | The prime respondent is the responsible entity, so it is only required of the prime respondent for now. Information from subcontractors, such as the lobbying certification, may be required upon contract.   |
| 76 | 3.5 Performance Outside the United States,<br>Page 14 | Should the completed form required, Attachment D, be included in the upload of the entire RFP document via the Ariba procurement portal or                                   | See response to Question #21.<br><br>The entire offer, one (1) pdf file, should be uploaded in eProcurement Sourcing in Section 5.1 VENDOR OFFER.   |

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|    |  | separately as an appendix in the submittal?   |  |
| 77 | 4.5 Hub Participation, Pages 15-16                               | Should the completed form required, Attachment E, be included in the upload of the entire RFP document via the Ariba procurement portal or separately as an appendix in the submittal?                  | See response to Question #21 and #76.  |
| 78 | 4.10 Lobbying Activity Certification for Federal Grants, Page 17 | Should the completed forms required, Attachments F & G, be included in the upload of the entire RFP document via the Ariba procurement portal or separately as an appendix in the submittal?            | See response to Question #21, #76, and #77.  |
| 79 | No reference citation provided by the Vendor.                    | What would be the number of awards you intend to give (approximate number)?   | See response to Question #28.  |
| 80 | No reference citation provided by the Vendor.                    | What are the estimated funds that are estimated to be allocated for this contract?  | Funds allocated to these activities depend upon task orders issued.  |
| 81 | No reference citation provided by the Vendor.                    | What is the tentative start date of this engagement?  | That will vary by task order, but first tasks could start as early as October 2025 after evaluation committee reviews. |
| 82 | No reference citation provided by the Vendor.                    | What is the work location of the proposed candidates?   | See response to Question #4 and #25.   |
| 83 | No reference citation provided by the Vendor.                    | Is this a new contract or are there any incumbents? If there is an incumbent, could you please let us know the incumbent name and pricing and are the incumbents eligible to submit the proposal again? | The Division of Community Revitalization (DCR) is a new division and new program. This is a new contract for DCR.      |
| 84 | No reference citation provided by the Vendor.                    | Are there any pain points or issues with the current vendor(s)?   | See response to Question #83.  |
| 85 | No reference citation provided by the Vendor.                    | Could you please share the previous spending on this contract, if any?  | See response to Question #83.  |
| 86 | No reference citation provided by the Vendor.                    | Is there any mandatory subcontracting requirement for this contract? If yes, Is there any specific goal for the subcontracting?   | There is no mandatory subcontracting requirement. Please see NC General T&Cs #18 on page 46 regarding subcontracting.  |

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| 87 | No reference citation provided by the Vendor. | How many positions were used in the previous contract (approximate)?  | See response to Question #83.  |
| 88 | No reference citation provided by the Vendor. | How many positions will be required per year or throughout the contract term?   | This information is not known. Per RFP Section 5.1 GENERAL, <i>"The specific level of Vendor support for each task order is not yet known and will depend on evolving program needs."</i>  |
| 89 | No reference citation provided by the Vendor. | If the resources we provide at the time of proposal submission are not available at the time of a potential contract award could vendors replace them with equally qualified resources? | Yes, subject to approval of proposed replacement personnel by the Division of Community Revitalization.  |
| 90 | No reference citation provided by the Vendor. | Can we provide hourly rate ranges in the price proposal?  | No, rate ranges per position are not acceptable.   |
| 91 | No reference citation provided by the Vendor. | Is it entirely onsite work or can it be done remotely to some extent / Does the services need to be delivered onsite or is there a possibility for remote operations and performance?   | See response to Question #4 and #25.<br><br>The specific Task Order will contain requirements, terms, and conditions particular to that project.   |
| 92 | No reference citation provided by the Vendor. | Are resumes required at the time of proposal submission? If yes, Do we need to submit the actual resumes for proposed candidates or can we submit the sample resumes?                   | See response to Question #14, #18, #43, and #49.   |
| 93 | No reference citation provided by the Vendor. | Could you please provide the list of holidays?  | 2025 State Holidays:<br>September 1 (Labor Day)<br>November 11 (Veterans Day)<br>November 27-28 (Thanksgiving)<br>December 24-26 (Christmas)<br><br>2026 State Holidays:<br>January 1 (New Year's Day)<br>January 19 (Martin Luther King Jr. Birthday)<br>April 3 (Good Friday)<br>May 25 (Memorial Day)<br>July 3 (Independence Day)<br>September 7 (Labor Day)<br>November 11 (Veterans Day)<br>November 26-27 (Thanksgiving)<br>December 24, 25, 28 (Christmas) |

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| 94  | No reference citation provided by the Vendor.   | Are there any mandated Paid Time Off, Vacation, etc.?  | This is up to each vendor.  |
| 95  | 5.0 Scope of Work<br>Page 18  | If a vendor is selected for inclusion on the STC, will they be required to submit proposals for all subsequent Task Orders within their designated task areas, or will vendors have the discretion to determine which Task Orders they wish to pursue? | Vendors will not be required to respond to subsequent Task Orders.  |
| 96  | General Clarification (Applicable Across Categories)<br>Section 5.0, Scope of Work<br>Page 18<br>Section 4.0, Requirements<br>Page 14 | For software-driven deliverables, are there preferred platforms or technical standards (e.g., security, integration) DCR requires for training, reporting, or grant management tools?  | DCR does not have any preferred platforms. DCR is in the procurement process for a grant management system that could have potential requirements, but they are not yet known. Technical standards will depend on the deliverable and must conform to NCDIT's relevant standards. |
| 97  | General Clarification<br>Section 5.2.12, Task 12: Training, Technical Assistance, and Capacity Building<br>Page 22                    | What is the anticipated volume or scale of training sessions (in-person/virtual) per year? Is there a preferred mode (on-site vs remote) for delivery?   | There could be multiple training sessions per year, depending on training needs. The mode of delivery will vary depending on the type of training.  |
| 98  | General Clarification<br>Section 5.2.12, Task 12: Training, Technical Assistance, and Capacity Building<br>Page 22                    | Will DCR provide existing training materials or resources for the vendor to build upon, or is the successful proposer expected to develop content from scratch?  | Training materials will be developed in collaboration with DCR. The exact training needs are not yet known.   |
| 99  | Task 12: Training, Technical Assistance, and Capacity Building<br>Section 5.2.12<br>Page 22   | Can you clarify what regulatory areas (e.g., CDBG-DR specifics, HUD rules, state procurement) you anticipate requiring ongoing training for?   | The exact training needs are not yet known, but training will likely be needed to ensure compliance with CDBG-DR, HUD, federal, state, and local requirements.  |
| 100 | Task 12: Training, Technical Assistance, and Capacity Building<br>Section 5.2.12<br>Page 22   | Is there a required certification for trainers or specific credentials preferred in training staff?  | No specific certifications are required, but trainers should have expertise in the training that is being provided.   |
| 101 | Task 12: Training, Technical Assistance, and Capacity Building<br>Section 5.2.12<br>Page 22   | Will the successful proposer be supporting only DCR staff, or will task orders extend to subrecipients and external partners? What is the expected   | Per the RFP in task 12, training sessions are for DCR staff, subrecipients, and partners. The expected size of these events is not yet known.   |

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|     |   | attendee profile/size for technical assistance events?  |   |
| 102 | Task 12: Training, Technical Assistance, and Capacity Building<br>Section 5.2.12<br>Page 22   | What systems or formats do DCR prefer for application intake support? For example, web portals, paper-based, or hybrid?   | This is not yet determined due to a system not yet being procured. An interim process is being developed.   |
| 103 | Task 12: Training, Technical Assistance, and Capacity Building<br>Section 5.2.12<br>Page 22   | Does DCR intend to incorporate any Learning Management System (LMS) or digital training platform as part of this work, or should the vendor propose one?                  | Currently, DCR does not plan to incorporate a digital training platform.  |
| 104 | Task 15: Grant Management<br>Section 5.2.15<br>Page 24  | Can you specify which grant management systems (if any) are currently used by DCR, or should vendors recommend/provide their own?   | The Division of Community Revitalization (DCR) issued a competitive procurement for a grant management system; offers are under evaluation.                     |
| 105 | Task 15: Grant Management<br>Section 5.2.15<br>Page 24  | Is grant management support expected to include direct interaction with subrecipients regarding compliance or just tools/workflows?                                       | Grants management support could include direct interaction with subrecipients depending on the task.  |
| 106 | Task 15: Grant Management<br>Section 5.2.15<br>Page 24  | Does DCR seek tools that integrate with HUD reporting systems (e.g., DRGR) or should vendor workflows remain standalone?  | Integration with DRGR is not allowed. Data can be uploaded to the system using templates provided by HUD.   |
| 107 | Task 14: Communication, Public Information, and Outreach Support<br>Section 5.2.14<br>Page 23 | Are there existing branding, accessibility, or language translation standards vendors must adhere to for outreach materials?  | See response to Question #38.   |
| 108 | Task 14: Communication, Public Information, and Outreach Support<br>Section 5.2.14<br>Page 23 | What digital platforms are currently leveraged for public communication (e.g., website, email, social media), and is the vendor intended to manage any of these directly? | DCR uses email, listservs, website, social media, and may implement additional platforms as needed. The vendor is not intended to manage any of these directly. |
| 109 | Task 14: Communication, Public Information, and Outreach Support<br>Section 5.2.14<br>Page 23 | For crisis communication protocols, will the vendor act as spokesperson or advisory support only?   | Advisory support only.  |
| 110 | Task 14: Communication, Public Information, and Outreach Support                              | Are rural/low-connectivity communities a focus for outreach delivery and, if so, what accommodations are preferred?   | Yes; accommodations depend on community need but may include in-person meetings, printed materials, or working with local                                       |

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|     | Section 5.2.14<br>Page 23   |   | partners, stakeholders, and other groups directly in the community.  |
| 111 | Task 8: Program Performance Monitoring & Evaluation<br>Section 5.2.8<br>Page 21               | Does DCR have an existing DRGR or program performance dashboard, or is the vendor expected to implement and operate such a system?  | DCR is a new division and does not have a program performance dashboard.   |
| 112 | Task 8: Program Performance Monitoring & Evaluation<br>Section 5.2.8<br>Page 21               | What KPIs or compliance metrics are used in current monitoring, and will samples/templates be provided to the selected vendor?  | DCR has not yet developed KPIs.  |
| 113 | Task 8: Program Performance Monitoring & Evaluation<br>Section 5.2.8<br>Page 21               | Are site visits, interviews, or fieldwork expected as part of evaluation deliverables, or will work be limited to reporting and data analysis?                                | Task 8 will mainly be limited to reporting and data analysis and could require interviews. Monitoring is under Task 10.                                |
| 114 | Additional Strategic Questions<br>Section 5.2, Tasks / Deliverables<br>Multiple pages (19–24) | Is there a preferred form and structure for reporting deliverables (e.g., templates, digital uploads)?  | No.  |
| 115 | Additional Strategic Questions<br>Section 5.4, Transition Assistance<br>Page 24               | How will transition assistance during closeout (Section 5.4) be handled for technical/software deliverables?  | Please see clarification for T&C 2(b) at the top of this Addendum.   |
| 116 | 5.1 Scope of Work - General<br>Page 21  | The Scope of work indicates "DCR will utilize a System of Record (SOR) for CDBG-DR grant activities"<br><br>Has this system of record been finalized, if so. Please indicate. | See response to Question #104.   |
| 117 | 5.2.8 - TASK 8 – Program Performance Monitoring and Evaluation<br>Page 21                     | The RFP notes the vendor will assist with "performance metric tracking systems."<br><br>Does DCR have a preferred project or task management software currently in use?       | No.  |
| 118 | 5.2.14 - TASK 14 – Communication, Public Information, and Outreach Support<br>Page 23         | The RFP notes the vendor will assist with "language translation."   | Materials may be provided through both oral interpretation and written translation services to people at no cost and these services are available upon |

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|     |  | Does DCR have a known list of target languages for translation?   | request. Meaningful and equal access to federally funded programs and activities is required by Title VI of the Civil Rights Act of 1964.  |
| 119 | 3.4 Evaluation Criteria<br>Page 13   | Under Evaluation Criteria 1. Experience, the State lists "Years of experience in the business". Is this the total years of the firm has been in business or total years of experience managing federal/HUD funds?   | Please include both in your proposal; HUD and disaster recovery experience is the most relevant.   |
| 120 | 2.7 Proposal Contents<br>Page 9  | The RFP requires the disclosure of the respondent's finance information, but the Proposal Contents Section does not list an area to provide that disclosure. Is it OK that the respondent's financial information is provided after 6. Examples?                          | Yes.   |
| 121 | 2.7 Proposal Contents<br>Page 9 and 10                                     | May respondents provide a cover letter?   | See response to Question #73.  |
| 122 | Attachment E: Historically Underutilized Businesses Information<br>Page 55 | If we are utilizing a subcontractor that is a Historically Underutilized Business, may we indicate "Yes" to the questions on the form? What other information in the response will the state require to identify subcontractors?  | Attachment E: Historically Underutilized Business Information regards the Vendor submitting the offer (prime contractor). The Vendor may indicate in their offer names of subcontractors and the subcontractor(s) HUB status.  |
| 123 | 2.7 Proposal Contents<br>Pages 9 and 10                                    | Section 2.7 states that "All pages of the RFP should be returned," but Item #2 asks only for "Signed Execution Pages and signed Addenda." Where should bidders attach all pages of the RFP? In the section corresponding to Item #2, or as an attachment to the proposal? | The entire offer, one (1) pdf file, should be uploaded in eProcurement Sourcing in Section 5.1 VENDOR OFFER. The entire offer includes information in RFP Section 2.7 PROPOSAL CONTENTS, and all information required by the RFP. The State will not disqualify a Vendor for where in the offer the Vendor elects to place all pages of the RFP. |
| 124 | 4.9 Insurance Requirements<br>Page 16                                      | This section states that "Vendor shall submit acceptable evidence of insurance with each task order." Please confirm that proof of insurance should be submitted  | See response to Question #37.  |

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|     |   | only with task orders, not with this response.  |   |
| 125 | Ariba Sourcing Event, Section 5.1                                       | Please confirm that the upload required in this section should include a complete, signed, and initialed copy of the Solicitation Document, and our unredacted offer, in a single PDF file. (If not, please clarify the intended content to upload.)  | eProcurement Sourcing, Section <b>5.1 VENDOR OFFER</b> , is where to upload the complete and <u>signed</u> <b>UNREDACTED</b> offer. The <u>entire</u> <u>offer</u> should be one (1) pdf file.<br><br>eProcurement Sourcing, Section <b>5.3 VENDOR OFFER (REDACTED)</b> , is where to upload the <b>REDACTED</b> offer.   |
| 126 | Ariba Sourcing Event, Section 5.2                                       | This section requests that bidders upload a completed Attachment A, Pricing, in Excel format. However, Attachment A is provided only in PDF format, not in Excel. Is there an Excel version of Attachment A that DCR will provide? Or are bidders expected to replicate the entire content of Attachment A in Excel before completing it and uploading it? Or is Excel only for the pricing table, and the rest of Attachment A should be completed in PDF format? If the latter, are bidders able to upload more than one file in Section 5.2? | eProcurement Sourcing, Section <b>5.2 ATTACHMENT A: PRICING</b> is where to upload <u>pricing</u> in <u>Excel</u> format. Do not password protect the Excel Price file.<br><br>There is not an Attachment A: Pricing (in Excel) for Vendors to download. Vendors should replicate in Excel the format shown in Attachment A for pricing submittal.<br><br>Attachment A (RFP page 26) <b>TASK ORDER CATEGORIES</b> the vendor should return in <u>pdf</u> format. The TASK ORDER CATEGORIES selected by the Vendor should be included in the entire Vendor offer uploaded in Section <b>5.1 VENDOR OFFER</b> (unredacted). |
| 127 | 5.2.1 Task 1 – Development of Policies, Procedures, and SOPs<br>Page 19 | Will this staff augmentation also support the Workforce Housing for Homeownership (WHO) Program?  | Yes, it could potentially support the Workforce Housing for Homeownership (WHO) Program, depending on the requirements of individual task orders.   |

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| 128 | 2.3 Notice to Vendors<br>Regarding RFP Terms and<br>Conditions<br>Page 7                  | Is there a preferred format for<br>submitting exceptions or redlines<br>in the “Errata and Exceptions”<br>section, i.e., does the State prefer<br>redlines or a statement<br>describing the changes vendor<br>would seek to negotiate upon<br>award?   | The State prefers a statement<br>describing the changes vendor<br>would seek to negotiate. The<br>State is not required to consider<br>any proposed modifications and<br>may choose not to negotiate<br>T&Cs.   |
| 129 | 3.4 Evaluation Criteria<br>Page 13  | Please confirm the presence of<br>exceptions or redlines to the RFP<br>Terms and Conditions will not<br>impact proposal scoring under<br>the Firm Qualifications or<br>Methodology criteria.   | Exceptions or redlines to the<br>T&Cs will not impact scoring;<br>however, the State is not<br>required to consider any<br>proposed modifications and may<br>choose not to negotiate T&Cs.  |
| 130 | Attachment C, Section 2(b),<br>Default and Termination<br>Page 38                         | Can the State please define the<br>term “CONTRACTOR” as used in<br>this section? Will the State<br>consider adding this term to its<br>definitions under RFP Section<br>2.8?   | A contractor is a business or<br>entity that agrees to perform<br>work under terms of a contract.<br>DCR will add this term to its<br>definitions under RFP Section<br>2.8.   |
| 131 | Attachment C, Section 2(b),<br>Default and Termination<br>Page 38                         | Please confirm that section 2(b)<br>within Attachment C does not<br>apply to the staff augmentation<br>vendor.   | See replacement language at the<br>beginning of this Addendum.  |
| 132 | Attachment C, Section 2(b),<br>Default and Termination<br>Page 38                         | Please confirm that delays<br>beyond vendor’s control (e.g.,<br>force majeure, state or grantee<br>actions, and delays by the State<br>other third parties, etc.,) will not<br>trigger liquidated damages.   | See clarification at the top of this<br>Addendum regarding 2(b).  |
| 133 | Attachment B, Section VI,<br>Bid Submission, 23. Valid<br>Taxpayer Information<br>Page 35 | Can the State please provide a<br>working link to the Substitute W-<br>9 and Instructions?   | <a href="https://www.osbm.nc.gov/direct-ed-grants-w-9-form/open">https://www.osbm.nc.gov/direct-ed-grants-w-9-form/open</a> . For General Instructions, please refer to the IRS Form W-9 located on the IRS Website ( <a href="https://www.irs.gov/">https://www.irs.gov/</a> ) |
| 134 | Section 4.3, Payment<br>Structure<br>Page 15  | The RFP states “Payment will be a<br>fixed fee for services based on<br>the scope of work for each task<br>order,” however the state is only<br>requesting not to exceed labor<br>rates (other than for the<br>environmental unit tasks). Please<br>confirm offerors will be able to<br>invoice the state based on the | See clarification at the top of this<br>addendum: Payment will be a<br>NOT-TO-EXCEED amount for<br>services based on the scope of<br>work for each task order.  |

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|     |   | not-to-exceed labor rates for the time and materials portion.   |   |
| 135 | Section 2.1, Request for Proposal and Task Orders<br>Page 7                                 | Can the state provide a sample task order for review?   | We do not have a sample task order for review at this time.   |
| 136 | Section 5.2.17, Task 17 – Environmental Review<br>Page 24                                   | Is there currently a statewide Section 106 Programmatic Agreement which the state utilizes to expedite Section 106 compliance?  | No. A statewide PA does not yet exist.  |
| 137 | Section 5.2.17, Task 17 – Environmental Review<br>Page 24                                   | Given the wide range of complexities and variables of a potential Environmental Impact Statement (EIS), would it be acceptable to omit a cost estimate for EISs? And instead, provide an estimate when more details are known?  | A cost estimate should be provided for all levels of review, however vendors may note assumptions utilized to determine their cost estimates. |
| 138 | 2.7 Proposal Contents,<br>5. Resumes and Bios<br>Page 10                                    | Can DOC clarify what staff should be considered key personnel?  | Key personnel are task-specific.  |
| 139 | 2.7 Proposal Contents,<br>5. Resumes and Bios<br>Page 10                                    | By encouraging vendors to submit at least two qualified candidates per position or labor category, is this also requesting resumes/bios for every potential candidate? Should there be multiple named candidates proposed for every LCAT, or for support/lower level LCATs can the vendor simply provide a summary of the qualifications that will be met by the individual slated to support in this role? | See response to Question #14, #18, #43, and #49.  |
| 140 | 3.4 Evaluation Criteria<br>Page 13-14   | Is DOC able to elaborate further on the criteria/scoring that goes into the narrative evaluation, specifically if any points or weight is assigned to the multiple factors taken into consideration of the best-value evaluation?   | See response to Question #71.   |
| 141 | Attachment C, 2. <u>DEFAULT AND TERMINATION</u> , b)<br>Liquidated damages...<br>Page 38-39 | Can DOC clarify if this clause is relevant since the task orders and descriptions do not imply that any single-family reconstruction projects will be done under this contract?   | See replacement language at the top of this Addendum.   |

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| 142 | Attachment B, VI. BID SUBMISSION, 22. <u>INELIGIBLE VENDORS</u><br>Page 35 | Given there are possible monitoring and oversight responsibilities under this contract, can DOC clarify if the vendor selected to provide services for DOC/DCR for the Single-Family Homeowner Recovery program is precluded from pursuing this contract?   | Horne, in its capacity as the Single-Family Housing Recovery vendor, is precluded from participating in any monitoring-related task orders for the Single-Family Housing program, as well as any other task orders that would present a conflict of interest.                     |
| 143 | Attachment B, VI. BID SUBMISSION, 22. <u>INELIGIBLE VENDORS</u><br>Page 35 | Given there are possible monitoring and oversight responsibilities under this contract, can DOC clarify if any subcontractor providing services under the prime for the Single-Family Homeowner Recovery program is precluded from pursuing this contract?  | Vendors or subcontractors may not monitor or provide oversight for work they have performed themselves. However, they may be included in the pre-qualified vendor pool to support monitoring or oversight for other programs or task orders where no conflict of interest exists. |
| 144 | 3.5 Performance outside the US<br>Page 14                                  | Does DCR specifically prefer firms that would provide the "option" to offshore some of the awarded work, or is this merely the disclosure of where each firm employee resides?  | No, DCR does not specifically prefer firms that offshore work. The request is solely for disclosure of where each firm's employees reside.  |
| 145 | 4.3 Payment Structure<br>Page 15   | Please clarify the "fixed fee for services based on the scope of work for each task order" statement. It is our understanding that this RFP is the vehicle for interested firms to get into a pre-approved pool of vendors for future work considerations. Please confirm that this fixed fee seems to be referencing future opportunities for firms that achieve pre approval status, to submit "fixed fee" task order bids for future work RFP's. Our interpretation is that there will be no fixed fee submittals for this specific RFP, only a detailed hourly rate card for any Task Order Categories that our firm is interested in | That is correct. See clarification at the top of this Addendum.   |

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|     |   | responding, will be submitted, correct?   |   |
| 146 | 4.8 Vendor's Representations<br>Page 16                 | Please confirm whether the selected vendor will be classified as a contractor rather than a subrecipient?   | The selected vendor will be classified as a contractor.   |
| 147 | 5.1 General (Scope of Work)<br>Page 18                  | Please confirm whether these tasks pertain to full-team capabilities rather than being specific to any one vendor?  | If this question is referring to partners and subcontractors, then the tasks pertain to full-team capabilities (including partners and subcontractors).   |
| 148 | 5.1 General (Scope of Work)<br>Page 18                  | For tasks similar to previous DCR CDBG-DR RFPs, does DCR expect to engage vendors for expanded scopes of work not previously contemplated, or only in the event of identified limitations with selected vendor for those RFPs?  | DCR recognizes that either of these is possible – unanticipated work as well as limitations with another selected vendor. DCR will distribute tasks among vendors depending on its need and the vendors' qualifications and experience. |
| 149 | 5.2 Tasks/Deliverables<br>Page 19                       | Would selected vendor(s) for the below tasks assist work in conjunction or in the alternative potentially to vendor(s) selected to perform the Scope of Work envisioned in RFP# DPC-646236801-MT? <ul style="list-style-type: none"><li>• Financial Compliance, Oversight, and Fraud Prevention.</li><li>• Duplication of Benefits (DOB) Compliance.</li><li>• Procurement Compliance and Monitoring.</li><li>• Program Performance Monitoring and Evaluation.</li><li>• Civil Rights, Fair Housing, Labor Standards, and Historic Preservation.</li><li>• Audit Readiness and Monitoring Support.</li><li>• Training, Technical Assistance, and Capacity Building.</li><li>• Grant Management.</li></ul> | DCR will distribute tasks among vendors on this contract and on State Term Contract 8411A depending on its need and the vendors' qualifications and experience. DCR intends to separate tasks, but some collaboration may be required.  |
| 150 | 5.2.1 Task 1 – Development of Policies, Procedures, and | Is the service of assisting in the "Development of Policies, Procedures, and Standard   | Anticipated for both Action Plan programs and general grants management.  |

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|     | Standard Operating Procedures (SOPs)<br>Page 19  | Operating Procedures (SOPs)" envisioned as something that would be done for each Action Plan program or for more general CDBG-DR grant management needs?  |   |
| 151 | 5.2.13 Task 13 – Relocation Program (URA/TRA) Development and Compliance Support<br>Page 22-23 | Is the service of assisting with "Relocation Program Development and Compliance Support" envisioned as something that would be done as a separate program and contract from current contracts with vendors operating the Renew NC Reconstruction and Rehabilitation for Owner-Occupied Units Program? | The service of assisting with "Relocation Program Development and Compliance Support" is envisioned as something that would support URA compliance within housing, infrastructure, and/or economic revitalization programs, as required.  |
| 152 | 5.2.14 Task 14 – Communication, Public Information, and Outreach Support<br>Page 23            | Is the service of assisting with "Communication, Public Information, and Outreach Support" envisioned as something that would be done for each Action Plan program or specific ones?  | The service of assisting with "Communication, Public Information, and Outreach Support" is envisioned as being available for all Action Plan programs. Specific scope, level of effort, and deliverables will be defined at the task order level based on the needs of each program.                  |
| 153 | 5.2.16 Task16 – Technical Systems Specification & Project Management<br>Page 23                | Is the service of assisting with "Technical Systems Specification & Project Management" envisioned as something that would be done as an overarching service across all Action Plan programs or specific ones?  | The service of assisting with "Technical Systems Specification & Project Management" is envisioned as an overarching service available across all Action Plan programs. Specific scope, level of effort, and deliverables will be defined at the task order level based on the needs of each program. |
| 154 | 5.2.5 Task 5 – Claims, Appeals, and Case Reviews<br>Page 20                                    | Is the service of assisting with "Claims, Appeals, and Case Reviews" envisioned as something that would be done for each Action Plan program or specific ones?  | The service of assisting with "Claims, Appeals, and Case Reviews" is envisioned as being available for all Action Plan programs. Specific scope, level of effort, and deliverables will be defined at the task order level based on the needs of each program.  |

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| 155 | 5.2.7 Task 7 – Needs Assessments, Market Analysis, and Geospatial Support<br>Page 21                                      | Is the service of assisting with “Needs Assessments, Market Analysis, and Geospatial Support” envisioned as something that would be done for each Action Plan program or specific ones?  | The service of assisting with “Needs Assessments, Market Analysis, and Geospatial Support” is envisioned as being available for all Action Plan programs. Specific scope, level of effort, and deliverables will be defined at the task order level based on the needs of each program. |
| 156 | 5.0 Scope of Work<br>Page 18  | Are the selected vendors of this RFP expected to support Hurricane Helene efforts and reporting to current Program Manager, Horne; or is this exclusively related to future events.  | The selected vendors of this RFP are expected to support DCR. Horne is providing implementation services to one of the five DCR programs outlined in the Action Plan.   |
| 157 | 5.2.3<br>Page 20  | Does DCR currently have access to benefits datasets required for the duplication of benefits calculation at beneficiary and property level?  | Yes.  |
| 158 | 5.2.16<br>Page 23   | What platform/products does DCR intend to use as the system of record?   | See response to Question #104.  |
| 159 | 5.2.16<br>Page 23   | Does DCR expect the system of record to integrate with financial or other agency/State-owned system.   | Yes.  |
| 160 | 2.7 Proposal Contents/<br>5. Resumes and Bios<br>Page 10  | For the “two qualified candidates per position or labor category”, is this by overall service or by billing rate?  | See response to Question #14, #18, #43, and #49.  |
| 161 | 5.2.17 TASK 17 – Environmental Review<br>Page 24  | Do you anticipate any SEPA documentation under Task 17?  | Yes. NEPA compliance will require the state to follow any applicable SEPA requirements.   |
| 162 | 5.2.17 TASK 17 – Environmental Review / Anticipated Deliverables<br>Page 24<br>—and—<br>Attachment A – Pricing<br>Page 28 | For Task 17 we are being asked to provide Unit Costs for Environmental Reviews (ER) on the basis of the required <i>level</i> of the review. However, different project reviews at the <i>same level</i> may have significantly different costs associated with them based on site-specific conditions requiring additional assessment/studies (e.g. Phase I | Vendors are welcome to provide any project assumptions along with their cost estimates however project costs must be sufficient to include any information necessary for a compliant NEPA review.   |

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|     |   | <p>and/or Phase II ESAs, wetlands delineation, etc.) to produce a compliant ER. Costs for these additional assessments may exceed the typical unit cost by a factor of 10 or more. How do we account for these potential differences in costs for the purpose of submitting unit costs?</p>   |  |
| 163 | 5.2 TASKS / DELIVERABLES<br>Task 9 (section 5.2.9)<br>Page 21 | <p>The section requests technical assistance "including but not limited to civil rights, fair housing, labor standards, and historic preservation."</p> <p>It appears as if the intention of the RFP is for firms to propose on a full task; however, there are firms that specialize in historic preservation and Section 106 consultation without any expertise in items like fair housing and labor standards.</p> <p>Would it be permissible for a firm to propose on a subset of services within a Task? Specifically for Task 9, can a firm provide qualifications for work involving Section 106 consultation and other historic resources services but not the other scope items within Task 9?</p> | <p>The vendor or its team should be able to respond to all tasks and deliverables within task 9. DCR may or may not issue task orders for all of these activities.</p>   |
| 164 | 4.11 FINANCIAL INFORMATION<br>Page 17                         | <p>Can submit financial statements directly instead of including in the response, to avoid any unintentional disclosure given the highly confidential nature of the information?</p>  | <p>No, all documents that are part of the proposal should be submitted in one pdf file in the sourcing tool, as described in the RFP. A redacted version should be submitted separately.</p>                                   |
| 165 | 5.1 General<br>Page 18  | <p>Does the State have an estimate of how many staff will be activated for this contract?</p>   | <p>See response to Question #88. This information is not known. Per RFP Section 5.1 GENERAL, "<i>The specific level of Vendor support for each task order is not yet known and will depend on evolving program needs.</i>"</p> |

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| 166 | 5.1 General<br>Page 18   | How many staff has the State hired on previous staff augmentation contracts for CDBG-DR program?  | See response to Question #83. The Division of Community Revitalization (DCR) is a new division and new program. This is a new contract for DCR. The number of staff hired via staff augmentation contracts by agencies other than the Department of Commerce, Division of Community Revitalization, the information would need to be obtained from that respective agency. |
| 167 | 3.1 Method of Award<br>Page 11-12                                      | Does the State have an estimate of how many vendors will be awarded per Task?   | See response to Question #28.  |
| 168 | 2.7 Proposal Contents, Item 5. Resumes and Bios<br>Page 10             | Does the State intend for vendors to provide 2 resumes per position listed in the cost form, 2 resumes per Task, or other?                            | Two resumes for each position listed in the cost form.   |
| 169 | 2.1 Request for Proposals and Task Orders<br>Page 7                    | How will task orders be issued among the pre-qualified pool of vendors? Competition, Low Price, DCR's discretion, other?                              | See responses to Question #28 and #31.   |
| 170 | 5.1 General<br>Page 18   | Should the hourly rate provided for a task consider the position as remote or on location position?   | See response to Question #32.  |
| 171 | 5.2.3 - Task 3- Duplication of benefits (DOB)<br>Compliance<br>Page 20 | Will the staff augmentation vendor complete all DOB verifications for Horne LLP, or only assist in case of the lack of capacity?                      | The staff augmentation vendor may assist the Single Family Housing program only in case of lack of capacity, though it will assist with DOB for other state-run CDBG-DR programs.  |
| 172 | 5.2.5 & 5.2.10<br>Page 20 & 22   | With the exception of the Appeals responsibility, how do responsibilities between 5.2.5- Task 5 on page 20 differ from 5.2.10: Task 10 on page 22?    | Task 5 is for appeals, and Task 10 is for monitoring of grants.  |
| 173 | 5.1 General<br>Page 18   | Once a selected-pool vendor is notified of being actived, how much lead time is expected between notification and implementation of responsibilities? | Once a vendor is selected for a particular task order, the time to begin implementation will be fairly short. It will depend upon the task.  |
| 174 | 5.2.3-Task Order 3<br>Duplication of Benefits (DOB) Compliance         | What data sources will be available to the contractor to analyze duplication of benefits?   | DCR has data-sharing agreements in place with SBA,   |

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|     | Page 20                                       |   | NFIP, NC Emergency Management and FEMA  |
| 175 | 2.7 Proposal Contents<br>Page 10              | Will the state accept personnel experience in lieu of firm experience?  | The RFP requires personnel and firm experience.   |
| 176 | 2.7 Proposal Contents<br>Page 10              | Will the state consider the firm's broader experience in disaster recovery?   | As stated in the RFP, vendor qualifications include experience with HUD-funded programs or other disaster recovery work.  |
| 177 | 5.3 Task Order Methodology<br>Page 24         | In Section 5.3, the State says, "DCR will issue task orders, as the need arises, to at least two vendors qualified in that category." Does the state intend to issue a task order to all qualified vendors for a specific task or a selected few? | See response to Question #30.   |
| 178 | 5.0 Scope of Work<br>Page 18                  | The RFP states that some tasks may require vendors to report to an office provided by the State. Which tasks are projected to have this requirement?  | See response to Question #4, #25  |
| 179 | 5.0 Scope of Work<br>Page 18                  | Can the State confirm if both biographies and resumes are required?   | Per the RFP, resumes <i>or</i> biographies must be provided for all key personnel proposed.   |
| 180 | No reference citation provided by the Vendor. | Please identify the current vendor(s) providing the services outlined in this RFP, and provide the corresponding contract number(s) and period of performance for each.   | See response to Question #9.  |
| 181 | No reference citation provided by the Vendor. | Will the State consider out-of-state vendors for prime contractor roles if all work is performed during North Carolina business hours and personnel can travel on-site as needed?   | Yes.  |
| 182 | 2.7 Proposal Contents<br>Page 9               | Please confirm whether the State prefers the proposal to be submitted as a single consolidated PDF within the eVP system, or as separate files for the technical proposal, pricing, and attachments.  | See response to Question #21, #22, #76, #123, #125, and #126.<br><br>Yes, the State prefers the proposal to be submitted as a single consolidated PDF in eProcurement Sourcing in Section 5.1 VENDOR OFFER. |

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|     |  |   | Pricing should be submitted in Excel format in eProcurement Sourcing Section 5.2 ATTACHMENT A: PRICING.  |
| 183 | 2.7 Proposal Contents<br>Page 9                        | Kindly confirm whether specific formatting requirements ,e.g., font size, font type, margin settings, apply to the technical narrative, resumes, or attachments.  | There are no formatting requirements.  |
| 184 | 2.7 Proposal Contents<br>Page 9                        | Please clarify whether any page limitations apply to the technical narrative, and whether required attachments (e.g., resumes, forms, references) are excluded from any applicable page count.  | There is not a page limitation; however, Vendors are requested to keep offers concise and not to include marketing material.   |
| 185 | 2.7 Proposal Contents<br>Page 9                        | The RFP states that “All pages of the RFP should be returned.” Please clarify whether the agency requires vendors to return the entire RFP document (including all pages) as part of the proposal submission, or only the completed forms and required attachments. | All pages of the RFP should be returned as part of the proposal submission. The entire document would become part of the contract between the vendor and DCR if the vendor is awarded, so it should be signed and submitted in full. |
| 186 | 2.7 Proposal Contents<br>5. Resumes and Bio<br>Page 10 | At the prequalification stage, will the State accept sample resumes for labor categories, or must all the proposed personnel be confirmed and committed for potential task orders?  | See response to Question #14, #18, #43, and #49.   |
| 187 | 2.7 Proposal Contents<br>5. Resumes and Bio<br>Page 10 | Could the agency please clarify which specific labor categories will be required under this contract and the expected experience and skill sets associated with each?   | These labor categories are task-specific and will vary by task.  |
| 188 | 2.7 Proposal Contents<br>6. Examples<br>Page 10        | Please confirm whether past performance from proposed subcontractors may be included in Attachment H  | See response to Question #19   |
| 189 | 2.7 Proposal Contents<br>6. Examples<br>Page 10        | Are state ,local government or federal disaster recovery programs (non-HUD funded) considered acceptable relevant experience if they demonstrate  | As stated in the RFP, vendor qualifications include experience with HUD-funded programs or other disaster recovery work. Lack of such experience could be  |

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|     |   | comparable scope and complexity?  | evaluated as a weakness in the proposal.   |
| 190 | 5.0 SCOPE OF WORK<br>5.1 GENERAL<br>Page 18 | Please clarify the expected ratio of on-site versus remote work for personnel under this contract.  | The determination of on-site versus remote work will be based on program needs. DCR does not have an estimate at this time.  |
| 191 | 5.1 General<br>Page 18                      | Can vendors add or remove task order categories after initial qualification, or must their selections remain fixed for the three-year contract term?                                      | Vendors can remove task order categories, but the agency may not allow addition of task order categories.  |
| 192 | 4.7 Personnel<br>Page 16                    | What is the process and expected timeline for DCR approval of key personnel substitutions, and how will delays in approval affect active task orders?                                     | The expected process is that the vendor will notify the State in writing of any changes, and the State will attempt to respond in writing with a decision within 5 business days.  |
| 193 | 4.11 Financial Information<br>Pages 17–18   | For privately held firms, will unaudited financial statements be acceptable if audited statements are unavailable, and what level of detail must be disclosed for contingent liabilities? | See answer to Question #52. Vendor should provide sufficient detail for DCR to “determine: whether the Vendor has sufficient ability to perform the Contract; whether the Vendor is able to meet its short term obligations, debts, liabilities, payroll, and expenses; whether Vendor has provided complete, reliable and accurate financial information regarding its business operation; whether the Vendor is financially solvent; and whether Vendor has sufficient cash flow and/or available financing from a financial institution to perform the proposed contract for an extended period without receiving payment from the State.” (per Section 4.11) |
| 194 | 2.6 RFP Submittal<br>Page 9                 | Since redacted copies of proposals are required, what criteria will DCR use to determine whether a vendor’s confidentiality designations are  | The State does not create “criteria” to make such determinations but follows the Public Records Act. Initially, the State may accept the Vendor’s redactions and assume they were  |

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|     |  | accepted or overruled under the Public Records Act?  | made on a good faith basis. The State generally gives Vendors notice and an opportunity to defend their redactions if the State receives a request to provide unredacted information. Vendors are reminded that all redacted versions of the contracts must be posted on DCR's website. |
| 195 | 4.9 Insurance Requirements<br>Page 16  | Will the insurance requirements outlined in Attachment C apply to the master agreement as a whole, or only to individual task orders valued in excess of \$1,000,000?                                | Vendors should anticipate being required, at the time of the Task Order, to provide proof of insurance in the amounts for Contracts Valued in Excess of \$1,000,000.  |
| 196 | 3.4 Evaluation Criteria<br>Pages 13–14 | While the RFP lists evaluation criteria in order of importance, will DCR publish specific scoring percentages or weights associated with each factor?  | See response to Question #71.   |
| 197 | 4.7 Personnel<br>Page 16               | Are subcontractors allowed to be proposed at the pool qualification stage, or must they be identified and approved only when responding to specific task orders?                                     | Subcontractors should be proposed in the vendor's response to this RFP for the qualification stage.   |
| 198 | 5.4 Transition Assistance<br>Page 24   | What specific activities are expected under "transition assistance"—for example, data/system turnover, staff training, or ongoing service delivery until a new vendor is operational?                | See response to Question #115.  |
| 199 | 5.1 General<br>Page 18                 | Since the SOR has not yet been finalized, what level of responsibility will vendors bear in its implementation and maintenance (for example, configuration, user support, or system administration)? | Vendors in this RFP shall not be responsible for the implementation or ongoing maintenance of the System of Record (SOR).   |
| 200 | 5.2.17 Environmental Review<br>Page 24 | Must vendors provide unit costs for all levels of environmental review and reevaluations, even if they intend to compete only for selected review levels?  | Vendors must provide costs for all areas in which costs are required to be provided.  |

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| 201 | No reference citation provided by the Vendor. | Are firms that hold disaster recovery contracts that include CDBG-DR support services for Helene impacted municipalities precluded from bidding on this contract?  | No; however if a conflict of interest exists, the firm may be prohibited from working on specific task orders. |
| 202 | 2.7<br>Page 10                                | Section Language: 5. Resumes and Bios. This section states, "Vendors are encouraged to submit at least two qualified candidates per position or labor category, where applicable."<br><br>Question: Please confirm the two candidates per position is only applicable to key staff and not all staff listed to support the project.  | See response to Question #14, #18, #43, and #49.   |
| 203 | 4.5<br>Page 16                                | Section Language: HUB Participation. States, "...Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors.<br>Vendor shall complete ATTACHMENT E: HUB SUPPLEMENTAL VENDOR INFORMATION"<br><br>Question: This section states there is a HUB Certified goal of 10% met by a prime or subcontract certified firm; however, Attachment E appears to only inquire the state of a prime vendors HUB status. Please confirm if non-HUB-certified firms who partner with HUB-certified subcontractors will receive the same evaluation scoring. Or is the evaluation only applicable to prime firms. | See response to Question #3 and #122.  |
| 204 | Offeror Checklist<br>Page 60                  | Section Language: Signed Offer. Submit the complete RFP, not just the signature page.  | Inserting the Vendor name in the top right corner of each RFP page   |

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|     |   | Question: Please confirm whether vendors should be placing their firm name at the top of each page of the RFP in this section.  | is encouraged, but is not required.   |
| 205 | 2.7 Proposal Contents (page 9) and Section 4.2 Pricing (page 15)        | The cost proposal is not listed under the components. Please clarify where it should be included.   | See response to Question #126.  |
| 206 | 4.11 Financial Information (Page 17) and 2.7 Proposal Contents          | This section requires submittal of financial information, but that is not listed in Section 2.7 Proposal Content. Please clarify where it should be included.   | Financial information may be included anywhere in the proposal; most vendors typically include it towards the end or last.  |
| 207 | 2.7 Proposal Contents (page 10) and 4.1 Task Order Categories (page 14) | The instructions for Section 4 "Narrative Response: Vendor Qualifications and Approach" appear to focus on past project experience and qualifications and capacity of staff. Please confirm that you are not looking for an actual technical approach response to each task in the scope of work? | As stated in the RFP, "for each task order category that Vendor wishes to be considered Vendor proposal should demonstrate specific proof of experience and qualifications to carry out the respective task." Based on the vendor's experience, it will need to generally describe a staffing plan, how Vendor will ensure quality and timely services, and how Vendor will ramp up services across the task order categories. Vendors should describe their experience in each specific category for which they wish to be prequalified. Vendors can provide a more specific technical approach in response to individual task orders. |

**Execute Addendum:**

**VENDOR:** Capital Access, Inc

**AUTHORIZED SIGNATURE:** \_\_\_\_\_

**NAME and TITLE (Print or Typed):** Jeremy Newberg, CEO

**DATE:** September 3, 2025

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## INTRODUCTION & RESPONSE TO SCOPE OF WORK

### Introduction

Capital Access, Inc. (CAI) is a trusted partner dedicated to helping state and local governments, along with their community development stakeholders, maximize the impact of their housing and community programs. With over 30 years of experience—including more than 25 years as a HUD Technical Assistance provider—we offer deep expertise across federal, state, and local housing and recovery initiatives.

Since 2000, we have supported grantees through complex federal programs such as CDBG, HOME, and Section 108, delivering tailored guidance from planning through implementation, monitoring, and closeout. Our comprehensive services encompass program design, compliance, financial oversight, disaster recovery, and resilience planning, all underpinned by innovative, technology-driven solutions like our proprietary CAPGEMS platform.

We are committed to fostering collaborative, innovative approaches that address community needs effectively and efficiently. Our team emphasizes capacity building, compliance, and strategic planning, ensuring that every program we support not only meets federal requirements but also advances community well-being.

At Capital Access, our mission is to make your work easier, your programs more successful, and your communities stronger. We look forward to the opportunity to partner with you in achieving your housing and community development goals.

Capital Access respectfully submits our qualifications, staff and consulting rates to assess, train and consult on the program design and regulatory requirements for North Carolina Department of Commerce use of HUD Community Development Block Grant Disaster Recovery (CDBG-DR) awards.

CAI recognizes that leadership and staff are seeking clarification, guidance, and practical tools to ensure compliance with HUD CDBG-DR grants, along with the applicable federal regulations and audit requirements during implementation.

Drawing on a decade of HUD technical assistance services provided to North Carolina, CAI has a deep understanding of the state's CDBG-DR program history, as well as grant management staffing and organizational development. Our consulting team is equipped with a comprehensive suite of ready-made program designs, tools, templates, policy language, and training materials that can be swiftly customized to meet client-specific needs, reducing the time required for material development. We are experienced not only in navigating administrative requirements but also in addressing operational needs and ensuring compliance with policy and audit standards tailored to each client's project scope and staffing capacity.

## Response to Scope of Work

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| Ability to Perform the Work  | Capital Access has extensive experience supporting state and local governments in the design, launch, and administration of CDBG-DR and mitigation programs. Our team combines federal compliance expertise with direct experience as former HUD grantees, bringing a practical understanding of how programs are implemented at the local level.<br><br>We draw on a strong bench of senior consultants, subject matter experts, and program managers with backgrounds in disaster recovery, financial management, housing, and infrastructure. This expertise allows us to deliver policies, procedures, tools, and training that are both compliant with HUD requirements and practical for day-to-day operations, ensuring grantees can administer recovery programs effectively and efficiently. |
| Proposed Methodology and Technical Proposal                                  | Capital Access applies a phased methodology that aligns with the full CDBG-DR lifecycle under the Universal Notice. Each task begins with discovery and assessment, followed by the development of tailored policies, procedures, and tools that integrate HUD requirements with practical workflows. Training and technical assistance ensure consistent implementation, while structured feedback loops keep guidance current as programs evolve. This approach is sequenced and managed through Capital Access's Gantt chart tool, which provides a clear roadmap of all phases from initial preparation through closeout.   |
| Ensuring Quality and Timely Service and Ramping Across Task Order Categories | Capital Access has developed a tool to help grantees navigate the CDBG-DR grant process under the Universal Notice in a timely and organized manner. The Gantt chart provides a high-level view of the grant lifecycle, showing how activities progress from initial preparation through closeout. Major phases include start-up tasks, unmet needs assessment and action plan development, plan approval and financial certifications, program design and procurement, and ultimately program launch, construction, and closeout. The chart illustrates how these phases build on one another, with clear sequencing and dependencies to guide progress from planning through full implementation.   |

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CAI maintains a robust team of staff and consultants who can be mobilized to provide additional or specialized technical assistance as required. The attached list (Attachment A) of personnel and pricing outlines the potential key team members available to support your needs across the following tasks:

***Staffing tables highlight the primary staff proposed for the various tasks. Additional subject matter experts, analysts, coordinators, and support staff will be assigned as needed to ensure timely and compliant delivery.***

### **TASK 1 – Development of Policies, Procedures, and Standard Operating Procedures (SOPs)**

Capital Access recognizes that effective policy frameworks, procedures, and SOPs are the backbone of consistent, compliant, and high-quality CDBG-DR program administration. Our approach blends strategic design, hands-on operational experience, and the development of usable tools to ensure that written guidance is not only regulatory compliant but also fully accessible and practical for staff and partners responsible for implementation.

Capital Access will support the development and refinement of policies, procedures, and SOPs by beginning with a structured discovery process. This includes reviewing existing materials, mapping administrative systems, and conducting a gap analysis against HUD regulations, the CDBG-DR Universal Notice, and 2 CFR Part 200 requirements. We will also engage program managers, subrecipients, and local stakeholders to capture workflow challenges and operational realities. From this foundation, our team drafts tailored, program-specific policies and procedures that address the full range of activities—including Single-Family Housing Rehabilitation/Reconstruction, Multifamily Rental Housing, Commercial District Revitalization, Community Infrastructure & Resilience, Private Roads and Bridges, Small Rental, and the overall administration of CDBG-DR funds.

Every program Policy & Procedure will be supported by detailed SOPs that define processes for key functions such as application intake, eligibility verification, environmental review, duplication of benefits, procurement, financial disbursement, monitoring and reporting, citizen participation, and closeout.

To ensure adoption and long-term sustainability, we provide user guides, job aids, and/or training (delivered remotely or in-person) tailored to the needs of different audiences such as administrators, case managers, finance staff, and subrecipients. Capital Access also designs systems for continuous improvement, including a structured feedback loop and committee review process, so that P&Ps and SOPs remain current as regulations change or as new lessons emerge during program delivery.

#### **Primary Task Staff**

| <b>Role/Title</b>                          | <b>Key Staff</b> | <b>Relevant Experience and Expertise</b>   |
|--|------------------|--|
| Project Lead / Senior Consultant           | Teresa Carter    | Teresa Carter a former State of North Carolina Recovery Manager and former Public Assistance Officer has over 37 years of experience in disaster recovery and federal grant management, where she has consistently developed and implemented policies, procedures, compliance systems and training. She managed recovery projects nationwide in the billions in addition to policy, QA/QC, and eligibility operations for an \$120 million Emergency Rental Assistance Program, and a 70 million blight elimination program. . She has authored FEMA's Public Assistance and Debris courses, establishing standardized procedures used nationwide. Her expertise in federal compliance, closeout supervision, and program documentation positions her to create effective SOPs for CDBG-DR programs. |
| Senior Consultant / HUD TA Program Manager | Lisa Abbott      | Lisa Abbott has over 30 years of experience designing and implementing policies and procedures to ensure compliant administration of HUD-funded programs. As Director of Bloomington's Housing and Neighborhood Development Department, she developed three Consolidated Plans, Annual Action Plans, and CAPERs, and implemented strategic programs for housing, economic development, and compliance. In her role as a Senior Consultant at Capital Access, she provides technical assistance nationwide, developing policies, program designs, and compliance systems for CDBG, HOME, and Disaster Recovery programs.  |

## Capital Access Qualifications and Rates for NC Department of Commerce

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| Role/Title   | Key Staff                 | Relevant Experience and Expertise   |
|--|---------------------------|---|
| Senior Consultant / Director of Policy             | Kathryn Mayrose O'Connell | Kathryn Mayrose O'Connell has developed multiple program-specific policies and procedures to ensure compliant program administration. At Capital Access, she co-authored policies and procedures manuals for the City of St. Louis to guide CDBG- and HOME-funded housing programs. As CDBG Program Manager in St. Louis County, she oversaw program design and compliance systems that standardized processes across CDBG and disaster recovery programs.  |
| Senior Consultant and Financial Systems Specialist | Dayatra Coles             | Dayatra Coles brings over 20 years of experience in housing and community development, specializing in program design, policy development, compliance monitoring, and grant management for CDBG, HOME, NSP, and Disaster Recovery programs. She has a proven record of implementing program management tools, updating policies and procedures, and leading training initiatives to improve efficiency and ensure compliance with HUD and OIG requirements. Her expertise in developing workflows, conducting internal audits, and managing multi-million-dollar housing budgets demonstrates her ability to create sustainable, compliant, and impactful affordable housing programs |

### TASK 2 – Financial Compliance, Oversight, and Fraud Prevention

Capital Access brings extensive experience in strengthening financial compliance for federally funded disaster recovery and mitigation programs. We recognize that effective oversight of CDBG-DR funds requires more than accounting systems. It requires practical processes, tools, and internal controls that ensure funds are allocated and expended in full compliance with HUD requirements. Our approach ensures accountability while enabling grantees to deliver recovery resources in a timely and transparent manner.

Capital Access has been a HUD Technical Assistance provider since 2000, supporting grantees in developing and implementing financial management processes consistent with 2 CFR Part 200, HUD regulations, and state requirements. We routinely assess internal controls and support grantees in completing HUD's required financial certifications, identifying areas where additional controls or documentation are needed to safeguard funds and reduce risk exposure. Our Senior Consultant staff also bring direct experience as former HUD grantees. Having managed disaster recovery and community development programs themselves, they understand both the regulatory requirements and the on-the-ground challenges, which allows us to provide solutions that are practical as well as compliant. This expertise is complemented by advanced financial training on our team, including staff with a Master's in Accounting from North Carolina State University and a Master of Public Affairs with a concentration in Public Finance from Indiana University.

As part of this task, Capital Access will develop financial management tools and written processes that establish clear protocols for fund tracking, segregation of CDBG-DR accounts, and documentation of expenditures. We will design fraud, waste, and abuse prevention processes that include both proactive safeguards and reactive detection mechanisms, embedding compliance into everyday workflows. Capital Access will also create monitoring tools for oversight of subrecipients and contractors, including templates for award approvals, reimbursement requests, drawdown reconciliations, and monitoring visit documentation.

To support accurate allocation of funds, Capital Access develops tools that help grantees plan and track Activity Delivery Costs (ADCs), ensuring that administrative and program delivery expenses are properly

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allocated and reported in compliance with HUD guidance. By helping grantees distinguish ADCs from Program Administration Costs (PACs), which are subject to strict caps, Capital Access tools preserve limited administrative funds while maximizing eligible cost recovery and maintaining transparency and audit readiness.

In addition, Capital Access provides corrective action procedures and performance tracking tools that allow grantees to identify financial compliance issues early and resolve them quickly. Where beneficial, we can support the integration of automated tracking mechanisms for fund utilization, milestone reporting, and audit trail documentation, further strengthening accountability.

By combining deep regulatory knowledge, proven compliance tools, practical field experience, advanced financial expertise, and the perspective of staff who have served as HUD grantees, Capital Access equips grantees to manage CDBG-DR funds responsibly, protect against fraud or misuse, and ensure allocations are deployed effectively to meet recovery objectives.

### Primary Task Staff

| Role/Title                                    | Key Staff                 | Relevant Experience and Expertise   |
|---|---------------------------|---|
| Project Lead / Senior Consultant              | Teresa Carter             | Ms. Carter has overseen multimillion-dollar federal disaster recovery programs, including \$120 million in Treasury and Pennsylvania funding for rental assistance and extensive FEMA Public Assistance grant programs. She has led financial closeouts, reimbursement reviews, and audits to ensure compliance with federal requirements. Her experience managing funding streams across FEMA, HUD, ARPA, US Treasury and FHWA demonstrates her ability to safeguard resources through rigorous financial oversight.   |
| Senior Consultant / HUD TA Program Manager    | Lisa Abbott               | Ms. Abbott managed a \$25M+ program portfolio in Bloomington, where she oversaw financial compliance, TIF reporting, and contract administration for housing and neighborhood programs. She enhanced oversight and reporting systems, including creating a citywide Consolidated TIF Strategy to improve transparency and financial management. Her leadership in managing multimillion-dollar budgets demonstrates her ability to ensure strong financial oversight and compliance with federal and state regulations. |
| Senior Consultant / Director of Policy        | Kathryn Mayrose O'Connell | Ms. O'Connell has managed complex federal grant budgets, including oversight of a \$5.5 million annual CDBG portfolio and a \$24 million Section 108 loan program for St. Louis County. She ensured financial compliance through monitoring, reporting, and contractor oversight, and implemented new systems to strengthen accountability. Her technical assistance work has also included financial analysis, underwriting, and loan servicing tools for Section 108 projects.  |
| Contract Manager/ HUD Program Finance Manager | Taylor Lee                | Taylor Lee has over two decades of experience managing federal grant compliance, financial controls, and fraud prevention protocols. As Contract Manager at Capital Access, she oversees HUD and ERAP contracts, develops financial tracking systems, and ensures adherence to federal and state regulations  |

### **TASK 3 – Duplication of Benefits (DOB) Compliance**

Duplication of Benefits (DOB) compliance is a critical requirement for all CDBG-DR and mitigation programs. These funds are designed to serve as a resource of last resort, filling gaps that remain after insurance, FEMA, SBA, or other forms of disaster assistance have been applied. Strong DOB prevention and monitoring processes help ensure that recovery dollars are directed to genuine unmet needs, while also protecting grantees from compliance findings, reducing financial risk, and maintaining public confidence in the program.

Capital Access has supported state and local governments in developing written DOB prevention policies that align with HUD guidance and OIG best practices. These policies provide clear protocols that withstand federal review while also being practical and straightforward for staff and applicants to follow.

To strengthen DOB compliance, Capital Access develops tools and training that reflect the latest HUD policy updates. HUD's revised DOB guidance allows grantees to apply the necessary and reasonable cost principles of 2 CFR Part 200 without having to determine how non-CDBG-DR assistance was used when it served a different purpose than the HUD-funded activity. This change simplifies the analysis and reduces documentation burdens, while keeping the focus on addressing unmet needs. Capital Access tools are designed to incorporate this approach, helping grantees streamline compliance and direct funds where they are needed most.

Our DOB resources include data matching templates, benefit calculation worksheets, and policy checklists that help staff systematically track and document benefit determinations across FEMA, SBA, NFIP, insurance, and other programs. We also create process maps, such as the one developed for New York State, that walk through each step from intake and eligibility screening to data verification, calculation, award decision, and recapture if necessary.

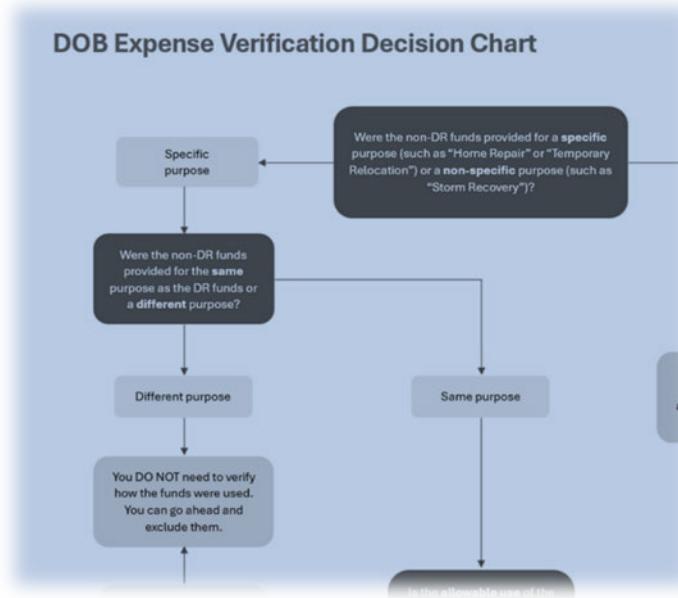


Figure 1: Example of a DOB Resource created for grantees

Capital Access remains current with evolving DOB requirements. We have recently delivered trainings for HUD TA grantees on the revised policies and the application of cost principles, ensuring our guidance is both up to date and grounded in practical application. Our subject matter experts also assist grantees with developing subrogation agreements, establishing recapture procedures for post-award DOB findings, and setting up processes to reassess unmet needs and resolve duplication issues as programs evolve.

Through a combination of clear written policies, practical tools, structured workflows, and tailored technical assistance, Capital Access ensures that DOB prevention and monitoring become part of everyday program administration. This approach helps grantees safeguard their programs against compliance risk while giving staff the knowledge and confidence to apply DOB requirements consistently and effectively.

#### Primary Task Staff

| Role/Title                             | Key Staff                 | Relevant Experience and Expertise   |
|--|---------------------------|---|
| Project Lead / Senior Consultant       | Teresa Carter             | As a senior FEMA PA and debris advisor in Puerto Rico, Ms. Carter assisted in developing disaster-specific guidance for funding allocations and eligibility, ensuring compliance with federal regulations and avoidance of duplication of benefits. She provided oversight of grant management, reimbursement, and closeout activities for more than 60 agencies. Her career reflects a strong focus on aligning funding strategies with federal standards to prevent overlapping benefits. |
| Senior Consultant / Director of Policy | Kathryn Mayrose O'Connell | As a CDBG Program Manager, Ms. O'Connell was responsible for ensuring compliance across multiple funding sources, including CDBG and disaster recovery grants, where preventing duplication of benefits was critical. She managed oversight of grantees and implemented review processes to align with HUD regulations. Her technical expertise includes program design and compliance monitoring, which directly supports DOB compliance requirements.                                     |

#### TASK 4 – Procurement Compliance and Monitoring

Transparent, fair, and compliant procurement practices safeguard federal and state funds, reduce the risk of audit findings or de-obligations, and build public trust in disaster recovery programs. Capital Access brings extensive experience helping states and local governments design procurement processes that meet the requirements of 2 CFR Part 200, HUD regulations, and state-specific rules while remaining practical and efficient for day-to-day program operations. Where CDBG-DR projects leverage FEMA PA or HMGP requirements, we can advise on regulatory flexibilities, pre-positioning, and other ways to expedite purchasing.

Grantees often encounter challenges with documenting cost or price analyses, ensuring full and open competition, following procurement thresholds, and maintaining consistent records across solicitations, contracts, and evaluations. These issues can lead to questioned costs, de-obligations, or delays in program implementation. Capital Access provides targeted technical assistance to address these risks by developing clear policies, practical tools, and monitoring workflows that make compliance easier to achieve and sustain.

Capital Access specializes in helping grantees integrate procurement requirements into their program policies and procedures. Each program P&P must contain clear procurement standards, and staff working in those programs must understand how to apply procurement rules to their day-to-day activities. We also review program P&Ps across housing, infrastructure, and economic recovery initiatives to ensure procurement sections are consistently aligned, minimizing compliance risks and creating a uniform standard for staff and subrecipients. Through our HUD Technical Assistance program, we are currently working with five grantees funded under the Universal Notice to develop procurement policies, workflows, and oversight tools tailored to local contexts while maintaining consistency with federal requirements.

We create procurement policies and SOPs that set clear standards for solicitations, contracts, cost reasonableness, and records management. To help grantees manage high-risk areas, we provide templates for documenting cost and price analyses, model workflows for competitive processes, and checklists for maintaining complete procurement files. Capital Access also designs monitoring tools that allow grantees to track compliance, verify contractor performance, and ensure procurement actions remain defensible under audit.

In addition, we deliver targeted procurement training for grantee staff and subrecipients, both remotely and in person. These sessions focus on common sticking points such as distinguishing between procurement methods, justifying noncompetitive procurements, and maintaining proper documentation. By equipping staff with practical knowledge and ready-to-use tools, we help grantees reduce procurement-related risks and improve the speed and quality of program delivery.

By combining subject matter expertise in procurement compliance, experience across multiple states, and practical training and tools, Capital Access is well positioned to support DCR in ensuring procurement practices are fair, transparent, and fully compliant with federal and state requirements.

#### Primary Task Staff

| Role/Title                             | Key Staff                 | Relevant Experience and Expertise  |
|--|---------------------------|--|
| Project Lead / Senior Consultant       | Teresa Carter             | Ms. Carter has advised state and local governments nationwide on contracts, scopes of work, and procurement processes under multiple federal programs including, HUD, FEMA Public Assistance, FHWA and ARPA programs. She has managed program operations and reviewed contractor compliance as part of her leadership in multiple recovery programs. Her expertise in federal procurement requirements ensures transparent, compliant, and efficient use of disaster recovery funds.   |
| Senior Consultant / Director of Policy | Kathryn Mayrose O'Connell | Ms. O'Connell has supervised procurement processes and contractor performance to ensure compliance with HUD requirements, including Davis-Bacon and Section 3 monitoring. In St. Louis County, she overhauled the Notice of Funding Availability (NOFA) and community engagement processes to strengthen procurement transparency. She also provided contractual oversight and monitoring of subrecipients and contractors to ensure adherence to federal and local procurement rules. |

#### TASK 5 – Claims, Appeals, and Case Reviews

Claims, appeals, and case reviews provide communities with a structured way to express concerns and request reconsideration, while giving the state a consistent and transparent process for responding. These procedures ensure that program decisions are not arbitrary or capricious, and that both applicants and the administering agency can have confidence in fair, well-documented outcomes.

Capital Access helps grantees develop written procedures that clarify how claims are evaluated, how appeals and exceptions are reviewed, and when cases should be escalated for further determination. These procedures provide applicants with a clear understanding of the process while giving staff consistent workflows and documentation standards that hold up under oversight.

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We create standardized tools such as review checklists, decision logs, and applicant notification templates that make it easier for staff to apply policies uniformly and to explain decisions clearly to applicants. These tools also give the state an auditable record that supports accountability and helps prepare for HUD monitoring or other oversight reviews.

Our approach incorporates HUD guidance and best practices, such as carefully documenting exceptions, ensuring eligibility thresholds are applied consistently, and aligning processes across housing, infrastructure, and economic recovery programs. Importantly, Capital Access staff bring direct experience as former grantees who have managed case reviews and appeals. This perspective helps us design processes that reflect real program operations, address applicants' concerns, and give states confidence in their decision-making.

In addition to developing policies and tools, Capital Access provides training and technical assistance to program staff and subrecipients. Training emphasizes how to handle claims and appeals with both fairness and accuracy, how to communicate decisions effectively to applicants, and how to prepare for potential HUD or state inquiries. This approach builds capacity so that case reviews are conducted consistently, decisions are well-documented, and applicants feel respected throughout the process.

By supporting both the people served and the state agencies administering CDBG-DR funds, Capital Access ensures that claims, appeals, and case reviews strengthen program integrity, promote fairness, and help recovery resources reach communities in need with clarity and accountability.

### Primary Task Staff

| Role/Title                                 | Key Staff                 | Relevant Experience and Expertise   |
|--|---------------------------|---|
| Project Lead / Senior Consultant           | Teresa Carter             | Throughout her career, Ms. Carter has prepared first-level appeals, amendments, and alternate/improved project plans under FEMA PA and hazard mitigation programs. She has advised jurisdictions on audits, claims, and appeals processes to ensure program compliance and maximize recovery outcomes. Her experience includes direct negotiation with FEMA and recipients to resolve case-specific funding and eligibility disputes.                                   |
| Senior Consultant / HUD TA Program Manager | Lisa Abbott               | In Bloomington, Ms. Abbott regularly reviewed compliance and program documentation for HUD-funded initiatives, addressing program deficiencies and responding to federal inquiries. She led defense and updates of the City's Rental Inspection Program, demonstrating her ability to manage appeals and regulatory challenges. Her experience in compliance review and corrective action provides a strong foundation for supporting claims and case review processes. |
| Senior Consultant / Director of Policy     | Kathryn Mayrose O'Connell | In her role as CDBG Program Manager, Ms. O'Connell oversaw grantee compliance and monitoring, including case reviews and corrective actions for federally funded projects. She developed standardized processes for oversight, ensuring consistent documentation and accountability across multiple programs. Her experience in stakeholder communication and policy implementation positions her to support appeals and case review processes effectively.             |

#### **TASK 6 – Action Plan Development and Amendments**

Capital Access has deep expertise in supporting grantees with the development, revision, and submission of CDBG-DR Action Plans and amendments. We recognize that the Action Plan is more than a federal requirement. It serves as the strategic blueprint for recovery. Its quality shapes the clarity, transparency, and efficiency with which funds are programmed and deployed. A strong Action Plan sets priorities, defines the path forward, and provides a framework for aligning recovery resources with community needs.

Our team combines technical knowledge of HUD regulations with practical experience guiding grantees through the requirements of the CDBG-DR Universal Notice, including plan drafting, public comment, and amendment management. We help translate federal requirements into clear, actionable language that can be operationalized by program staff and understood by stakeholders. Our support includes drafting language, incorporating current HUD policy guidance, developing resources and templates to streamline the drafting process, and ensuring that plans meet all requirements for submission.

Beyond initial development, Capital Access provides continued assistance to help grantees manage amendments, maintain version control, and determine when changes require a substantial amendment. We deliver documentation and tracking strategies that reduce delays, facilitate review, and sustain compliance. We also assist grantees in meeting citizen participation requirements by creating systems for recording public comment and stakeholder engagement.

Through the combination of technical writing expertise, regulatory knowledge, and practical implementation experience, Capital Access ensures that Action Plans and amendments are drafted with accuracy, efficiency, and foresight. Our approach equips grantees with processes and tools that support compliance and make future updates seamless. The result is an Action Plan that functions as both a federally compliant document and a true foundation for long-term recovery.

#### **Primary Task Staff**

| Role/Title                                 | Key Staff     | Relevant Experience and Expertise  |
|--|---------------|--|
| Project Lead / Senior Consultant           | Teresa Carter | Teresa Carter has supported jurisdictions in developing disaster-specific strategies and guidance for federal funding programs, including FEMA's Public Assistance Alternative Procedures under Section 428 for many communities, including NYU Medical Center's \$1.4 billion 428 Grant. She has advised recipients and subrecipients on aligning program design with federal requirements to ensure eligibility and maximize resources. Her ability to translate federal guidance into actionable plans directly supports Action Plan development and amendment processes. |
| Senior Consultant / HUD TA Program Manager | Lisa Abbott   | Lisa Abbott has led the development of three HUD Consolidated Plans, multiple Annual Action Plans, and CAPERs during her 20+ years as Bloomington's Housing and Neighborhood Development Director. She ensured these plans met HUD compliance standards while aligning with local housing, infrastructure, and economic development priorities. At Capital Access, she continues to support grantees in Action Plan design and amendments for CDBG and Disaster Recovery programs.   |

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| Role/Title                             | Key Staff                 | Relevant Experience and Expertise  |
|--|---------------------------|--|
| Senior Consultant / Director of Policy | Kathryn Mayrose O'Connell | Kathryn O'Connell has extensive experience preparing HUD-required planning documents, including Annual Action Plans and CAPERs while at St. Louis County. She ensured plans were fully compliant with federal requirements and aligned with local housing and community development needs. Her work at Capital Access has also included supporting policy and program design for CDBG and disaster recovery initiatives nationwide.  |
| Senior Consultant                      | Ross Woods                | Ross Woods brings expertise in CDBG-DR program administration, having managed large-scale housing recovery efforts, including New York City's \$2.2B Build it Back program and subsequent grant closeout activities. He has extensive experience overseeing compliance, data management, and program documentation to support Action Plan development and amendments. His leadership in managing \$1B+ in community development programs and cross-agency initiatives demonstrates his ability to deliver complex, HUD-compliant solutions |

### TASK 7 – Needs Assessments, Market Analysis, and Geospatial Support

Capital Access understands that the Unmet Needs Analysis is one of the most critical drivers of program design and Action Plan development. By accurately assessing unmet housing, infrastructure, and economic recovery needs, grantees can align CDBG-DR resources with the areas of greatest impact while meeting HUD compliance requirements. A comprehensive needs assessment not only informs program design and resource allocation but also establishes the evidence base for policy choices, program priorities, and funding distribution.

To deliver this work, Capital Access has contracted with a subject matter expert to conduct technical data analysis, while our staff lead the development of the full assessment that will guide program design within the Action Plan. This partnership ensures that the analysis is grounded in robust data but also translated into clear, actionable findings that can be directly applied to program development.

Capital Access has extensive experience in reviewing and preparing Unmet Needs Assessments for CDBG-DR grantees. We support states and local governments in developing clear, data-driven assessments that comply with HUD's expectations while being practical to implement. Our team routinely provides technical guidance to help structure assessments, analyze data sources, and document results in a way that withstands federal review. In doing so, we use the HUD-provided Action Plan template under the Universal Notice as the foundation, ensuring consistency with federal expectations and streamlining the path to approval.

To strengthen the accuracy and comprehensiveness of these assessments, Capital Access guides grantees in requesting and integrating data from FEMA, SBA, NFIP, and local government partners, and in interpreting this information to identify recovery gaps and document unmet needs. This approach ensures that assessments are data-rich, methodologically sound, and aligned with HUD's requirements.

In addition, Capital Access can support market studies, gap analyses, and resource allocation reports to inform housing, infrastructure, and economic development program design. We also have the capacity to prepare geospatial products, maps, and dashboards to visually convey recovery needs, program reach, and

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funding outcomes. These tools strengthen decision-making, enhance transparency, and provide clear communication to stakeholders and the public.

Through this combined approach, Capital Access ensures that raw data is transformed into actionable insights, enabling grantees to allocate CDBG-DR resources strategically, equitably, and in full compliance with HUD requirements.

### Primary Task Staff

| Role/Title                             | Key Staff                 | Relevant Experience and Expertise  |
|--|---------------------------|--|
| Project Lead / Senior Consultant       | Teresa Carter             | Ms. Carter has conducted damage assessments and hazard mitigation project identification for multiple jurisdictions following major disasters, including in Brunswick County, NC after Hurricane Florence. She collaborated with local governments to evaluate unmet needs and prioritize infrastructure and housing recovery projects. Her experience in critical infrastructure planning provides a strong foundation for needs assessments and resource allocation analysis.  |
| Chief Operating Officer                | Grant Johnson             | Grant Johnson has over two decades of experience conducting housing and community development assessments to guide strategic planning and program design. He has led large-scale revitalization and disaster recovery efforts, integrating data-driven analysis to allocate resources for NSP, CDBG, and CDBG-DR programs across multiple states.  |
| Senior Consultant / Director of Policy | Kathryn Mayrose O'Connell | Ms. O'Connell has led strategic planning and program design efforts that incorporated needs assessments and stakeholder engagement to prioritize resource allocation. At St. Louis County, she managed community development and housing programs requiring analysis of unmet needs across low- and moderate-income populations. She also developed policies and procedures that incorporated data collection and analysis to guide program implementation.  |
| SME                                    | Christopher Weiss         | Christopher Weiss is a nationally recognized expert in program evaluation, data analytics, and geospatial analysis, with over two decades of experience leading evidence-based research initiatives. He has directed multi-agency evaluations for federal programs at the U.S. Departments of Education, Labor, Health and Human Services, and Agriculture, producing actionable needs assessments and data-driven reports to guide program strategy. His leadership includes developing advanced data systems, GIS analysis, and systematic reviews to support targeted resource allocation and policy decisions. |

## **TASK 8 – Program Performance Monitoring and Evaluation**

Capital Access recognizes that effective performance monitoring and evaluation are essential to ensuring that CDBG-DR programs achieve their intended outcomes, remain compliant with HUD requirements, and are implemented with transparency and accountability. Our experience extends beyond technical assistance. Through our own in-house housing programs, Capital Access manages performance milestones, compliance requirements, and monitoring protocols firsthand. This dual perspective—both as a TA provider and as a program operator—gives us unique insight into how performance systems function in practice and how to design them for usability and accountability.

We bring extensive experience in building tracking tools, performance reporting systems, and monitoring protocols that help grantees manage progress across multiple programs and activities. Our team has developed and implemented timelines, milestone tracking tools, and standardized reporting templates to streamline program oversight and improve consistency across subrecipients and contractors. We also design performance metric systems and compliance monitoring tools that enable grantees to measure progress against program goals, identify risks, and implement corrective actions as needed.

A particular strength of Capital Access is our expertise in the Disaster Recovery Grants Reporting (DRGR) system. We have an in-house DRGR expert who provides training, technical assistance, and one-on-one guidance to grantees. In addition, Capital Access maintains access to a broader network of DRGR specialists, including a subject matter expert engaged at the system's design level. This combined capacity allows us to troubleshoot challenges, optimize use of DRGR, and ensure that Quarterly Performance Reports (QPRs) and other reporting requirements are accurate, timely, and audit-ready. Beyond compliance, we help grantees use DRGR as a management tool to improve internal tracking, resource allocation, and performance evaluation. For example, Capital Access has provided technical assistance to states and local governments to improve the accuracy and completeness of QPRs, build reporting workflows that minimize delays, and design internal systems that integrate DRGR reporting with financial and program data.

In addition to DRGR support, Capital Access has helped grantees build comprehensive monitoring frameworks that address both compliance and outcomes. This includes risk-based monitoring protocols for subrecipients and contractors, corrective action plans that are both realistic and enforceable, and reporting structures that integrate financial and performance data. In several engagements, we have helped state-level grantees align monitoring schedules with program milestones and create dashboards that track housing completions, infrastructure progress, and program expenditures in real time. These frameworks help grantees move beyond compliance checklists to systems that actively drive program results.

By leveraging our subject matter expertise, proven tools, and training capabilities, Capital Access ensures that grantees have the infrastructure and support needed to monitor performance, track compliance, and meet HUD reporting standards. Our approach strengthens both external accountability and internal capacity, creating monitoring systems that are sustainable, adaptive, and designed to improve over time.

**Primary Task Staff**

| Role/Title                                       | Key Staff                 | Relevant Experience and Expertise   |
|--|---------------------------|---|
| Project Lead / Senior Consultant                 | Teresa Carter             | With decades of grant management oversight, Ms. Carter has managed QA/QC operations, eligibility reviews, and compliance monitoring for federally funded disaster recovery programs. She has produced management reports for clients and internal teams to track performance, outputs, and compliance. Her experience ensuring accountability across large-scale recovery programs demonstrates her capacity to support program performance monitoring and evaluation.  |
| Senior Consultant / HUD TA Program Manager       | Lisa Abbott               | As Director in Bloomington, Ms. Abbott oversaw a \$25M+ program portfolio, implementing monitoring systems to track performance across housing, rental inspection, and economic development programs. She strengthened compliance and accountability by creating reporting structures for HUD and local stakeholders. Her consulting role at Capital Access emphasizes program monitoring and evaluation to maximize impact and maintain compliance.  |
| Senior Consultant / Director of Policy           | Kathryn Mayrose O'Connell | As CDBG Program Manager, Ms. O'Connell monitored compliance and performance across multiple CDBG-funded activities, ensuring timely expenditures and adherence to federal regulations. She provided oversight of grantees, conducted monitoring visits, and developed corrective actions when necessary. Her consulting experience also includes helping grantees build compliance systems that improve program impact and performance.   |
| Senior Consultant / Financial Systems Specialist | Dayatra Coles             | Ms. Coles has extensive expertise in performance tracking and program evaluation, with a strong background in developing milestone tracking tools, compliance monitoring systems, and reporting processes for HUD-funded programs. She is an experienced HUD Technical Assistance provider and DRGR Subject Matter Expert, having led technical support and training to optimize reporting accuracy and program oversight. Her track record of implementing monitoring audits, reducing findings, and managing multi-million-dollar CDBG and Disaster Recovery program budgets demonstrates her ability to deliver effective evaluation and reporting solutions |

## **TASK 9 – Civil Rights, Fair Housing, Labor Standards, and Historic Preservation**

Compliance with civil rights, fair housing, labor standards, and historic preservation requirements is a cornerstone of federally funded disaster recovery and mitigation programs. These cross-cutting requirements are federal obligations and act as critical safeguards to ensure that recovery programs are implemented fairly and responsibly. The Capital Access team includes policy experts who provide compliance oversight and program management to CDBG-DR and other HUD-funded programs, equipping us with the knowledge and tools to help grantees meet these obligations with precision.

As a long-standing HUD Technical Assistance provider, Capital Access has supported more than 36 state and local CDBG-DR grantees in embedding cross-cutting compliance into their program design and delivery. Our team has developed compliance tracking tools, monitoring protocols, and documentation systems that withstand federal review while also being practical for day-to-day program operations. Examples of these compliance resources include a suite of Section 3 compliance and reporting forms that aligns with 24 CFR 75, labor standards and payroll monitoring tools, and a citizen participation and equitable engagement checklist for CDBG-DR project implementation.

Capital Access brings significant experience in advancing fair housing and civil rights compliance. Our team has worked in regions with longstanding patterns of segregation and disparities, and has successfully supported local governments in taking affirmative steps to further fair housing. For example, we have helped coalitions of municipalities adopt coordinated fair housing efforts, worked alongside HUD and local advocates to investigate and resolve fair housing complaints, and guided grantees in responding to HUD Office of Fair Housing and Equal Opportunity (FHEO) complaints. We have also assisted grantees in developing compliance measures under Voluntary Compliance Agreements (VCAs), ensuring that corrective actions are effectively implemented and sustained. In recent months, we have tracked federal updates in this area to ensure we are providing guidance that aligns with current priorities while still working to promote equal opportunities and access to housing.

Capital Access has deep expertise in labor standards compliance, including direct experience enforcing Davis-Bacon and Related Acts (DBRA) and the Contract Work Hours and Safety Standards Act (CWHSSA). In previous roles working for local government, our staff have extensively reviewed certified payrolls and conducted worker interviews, as well as worked with HUD and DOL to resolve more serious issues involving CWHSSA violations and contractor fraud. We have also undergone labor-specific monitoring visits by HUD DBLS on two separate occasions.

In addition to civil rights, fair housing and labor standards enforcement, our staff also have direct experience performing Section 106 reviews under the National Historic Preservation Act, including seeking SHPO concurrence and consulting with interested tribes to ensure compliance while minimizing delays in project implementation. Much of our work has taken place in neighborhoods that are rich in historic buildings and tribal artifacts, which has from time to time resulted in extended consultation and compliance steps such as cultural resource surveys and archaeological monitoring.

As a TA provider, Capital Access strives to translate the lessons from our hands-on experience into actionable resources for others. We have delivered practical and engaging training sessions on a variety of cross-cutting requirements—such as federal and state procurement, Section 3, federal labor standards, and environmental review—helping program staff and subrecipients fully understand their responsibilities and build the capacity to implement these requirements effectively.

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In short, Capital Access offers the expertise, tools, and training capacity to ensure that all aspects of civil rights, fair housing, labor standards, and historic preservation requirements are met. By combining decades of technical assistance delivery, hands-on program management experience, and training expertise, we provide grantees with both immediate compliance support and long-term capacity to sustain these practices.

### Primary Task Staff

| Role/Title                                 | Key Staff                 | Relevant Experience and Expertise   |
|--|---------------------------|---|
| Project Lead / Senior Consultant           | Teresa Carter             | Ms. Carter has overseen recovery programs requiring compliance with federal civil rights, labor, and historic preservation standards. In Galveston, TX, she coordinated with FEMA, USACE, and the Texas GLO on historic preservation and NEPA compliance as part of disaster recovery efforts. Her expertise includes managing Section 106 consultations and hazard mitigation proposals to align with HUD and FEMA requirements.   |
| Senior Consultant / HUD TA Program Manager | Lisa Abbott               | Ms. Abbott advanced fair housing and civil rights compliance in Bloomington through housing policy enforcement and program oversight. She partnered with public health initiatives like pediatric lead testing to address equity issues and promote healthy housing outcomes. Her leadership in program administration demonstrates expertise in applying fair housing and compliance standards to federally funded programs.   |
| Senior Consultant / Director of Policy     | Kathryn Mayrose O'Connell | Ms. O'Connell has direct experience monitoring compliance with Davis-Bacon, Section 3, MBE/WBE, and fair housing requirements as part of CDBG program administration. She also completed environmental reviews that included tribal consultation and historic preservation analysis for federally funded projects. Her leadership in launching St. Louis County's Section 3 program demonstrates her ability to ensure equitable compliance outcomes.   |
| Senior Consultant                          | Ross Woods                | Ross Woods has extensive knowledge and experience ensuring compliance with federal cross-cutting requirements, including Fair Housing, URA, and civil rights mandates, while managing multi-billion-dollar CDBG-DR programs. He directed compliance oversight, documentation, and reporting for New York City's Build it Back program and other federally funded initiatives, ensuring adherence to HUD regulations and program integrity. His expertise spans grant management, stakeholder coordination, and technical oversight to support equitable and compliant program delivery. |

## TASK 10 – Audit Readiness and Monitoring Support

Capital Access understands the importance of maintaining strong compliance systems that not only withstand federal and state monitoring but also proactively identify and address potential risks before they become findings. Our team includes staff with advanced financial training, including a Contract Manager with a Master's in Accounting and another staff member with a Master of Public Affairs with a concentration in public finance. In addition, all of our senior consultants have served as entitlement grantees and have themselves been through federal and state audit processes. This combination of professional credentials and practical experience gives Capital Access the ability to prepare grantees for the realities of HUD and OIG monitoring, state reviews, and other federal oversight.

We specialize in strengthening grantees' compliance infrastructure by ensuring that program documentation, financial systems, and case files are audit-ready at all times. Our team develops readiness review tools, monitoring checklists, and file review protocols that allow grantees to assess their preparedness before auditors or monitoring staff arrive. This proactive approach reduces risk, prevents surprises, and builds internal capacity so grantee staff are better equipped to sustain compliance long term.

A major part of our HUD technical assistance practice has been working side by side with grantees to resolve audit findings and monitoring issues. Over many years, Capital Access has supported states and local governments in drafting clear and comprehensive responses, designing corrective action plans, and developing tracking tools that address immediate findings while also improving long-term compliance systems. This experience has given us the insight to help grantees move beyond reactive fixes. We work with them to create durable processes and controls that prevent repeat issues and, in many cases, resolve risks before they escalate into findings.

Through a combination of technical expertise, financial credentials, and practical experience as entitlement grantees, Capital Access ensures that grantees approach monitoring and audits with confidence. Our approach goes beyond preparing for oversight. It equips grantees with the tools and systems needed to sustain compliance, demonstrate accountability, and ensure that recovery funds are administered responsibly and transparently. These efforts complement program performance monitoring by reinforcing accountability and creating an integrated compliance framework that supports both day-to-day management and long-term program success.

### Primary Task Staff

| Role/Title                                 | Key Staff     | Relevant Experience and Expertise   |
|--|---------------|---|
| Project Lead / Senior Consultant           | Teresa Carter | Ms. Carter has led financial compliance and closeout supervision for FEMA, HUD, and Treasury-funded programs, preparing jurisdictions for audits and federal monitoring. She has advised clients on audit findings, eligibility reviews, and corrective actions to resolve compliance issues. Her hands-on experience with large-scale disaster recovery grants positions her to ensure audit readiness and effective monitoring support. |
| Senior Consultant / HUD TA Program Manager | Lisa Abbott   | Ms. Abbott has managed HUD monitoring and audit processes for more than two decades, ensuring Bloomington's housing and neighborhood programs remained in full compliance. She prepared documentation, strengthened oversight systems, and addressed audit findings across a broad portfolio of federal grants. Her ability to coordinate financial reporting and compliance reviews ensures readiness for HUD and state monitoring.      |

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| Role/Title                                       | Key Staff                 | Relevant Experience and Expertise   |
|--|---------------------------|---|
| Senior Consultant / Director of Policy           | Kathryn Mayrose O'Connell | Ms. O'Connell has prepared program files, documentation, and compliance systems for monitoring visits and audits at both the local and federal level. In St. Louis County, she managed multiple funding streams—including CDBG, Section 108, and disaster recovery grants—ensuring readiness for HUD oversight. She has also provided technical assistance to other jurisdictions to strengthen compliance documentation and audit preparedness.  |
| Contract Manager/ HUD Finance Manager            | Taylor Lee                | Ms. Lee has extensive expertise preparing for audits and monitoring visits, including developing readiness tools, processing invoices, and ensuring documentation accuracy through her Masters in Accounting and years of experience managing contracts. She has successfully supported HUD and FEMA-funded programs with corrective action plans and compliance tracking   |
| Senior Consultant / Financial Systems Specialist | Dayatra Coles             | Ms. Coles offers deep expertise in preparing grantees for HUD and OIG monitoring visits, audits, and compliance reviews, having successfully overseen readiness efforts and corrective action implementation for multiple housing and community development programs. She has developed internal monitoring audits, updated policies and procedures, and created tracking tools that reduced findings and improved overall program compliance. Her leadership in managing CDBG, HOME, NSP, and Disaster Recovery grants demonstrates her ability to deliver thorough readiness reviews, responsive reporting, and effective corrective action plans |

### TASK 12 – Training, Technical Assistance, and Capacity Building

Capital Access recognizes that effective disaster recovery administration depends not only on strong policies and systems, but also on equipping the staff and partners responsible for implementation with the knowledge and confidence to succeed. Training, technical assistance, and capacity building are central to our work as a Community Compass TA provider. We specialize in translating complex federal requirements into clear, practical guidance tailored to the needs of grantees, subrecipients, and community partners.

Our team has designed and delivered targeted training sessions on a wide range of compliance topics, including procurement, environmental review, Section 3, labor standards, URA, and Duplication of Benefits. We create updated materials, guidance documents, and instructional resources that give program staff and subrecipients the tools needed for efficient, compliant program delivery. Many of our training resources have been accepted into HUD's Disaster Recovery Resource Library on the HUD Exchange.

HUD has also engaged Capital Access to deliver trainings for a national audience of grantees, reflecting both the depth of our expertise and the accessibility of our approach. These engagements have included the 2022 CDBG-CV Conference, a 2023 webinar series on manufactured housing, the 2024 CDBG-DR Problem Solving Clinic, and most recently a series of Section 3 listening sessions in 2025.

In addition to regulatory compliance topics, Capital Access provides training and technical assistance that strengthens overall program management and organizational capacity. This includes deep expertise in HUD's DRGR system, where we have delivered hands-on instruction to help grantees build internal knowledge and confidence. These sessions are designed not only to promote compliance, but also to strengthen institutional knowledge and resilience—ensuring continuity in program delivery even as grantees experience staff turnover.

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By reinforcing skills and building organizational capacity, we help grantees sustain effective disaster recovery programs over time.

Our training approach is polished, engaging, and inclusive. We recognize that grantees are extremely busy, so our sessions emphasize practical recommendations drawn from real-world experience, with theory and regulatory detail introduced only when it is directly relevant. To support different learning styles, we incorporate a variety of elements—including learning checkpoints, Q&A opportunities, and interactive exercises—while ensuring that sessions remain focused and accessible. Trainings are typically recorded and provided afterward for reference, and at the conclusion of each engagement we compile all slides, materials, tools, and templates into a virtual binder. This resource allows grantees to retain knowledge and sustain capacity even in the face of staff turnover.

Capital Access approaches technical assistance and capacity building with a grantee-centered mindset—we strive to make every client feel like our only client. We focus not just on achieving the desired outcomes, but also on building strong, collaborative relationships with the individuals we work with. While we draw on our broad experience as a TA provider—sharing examples of how other grantees have addressed similar challenges or how HUD has advised particular approaches—we prioritize listening carefully to understand and respect the unique context, priorities, and goals of each grantee.

### Primary Task Staff

| Role/Title                                       | Key Staff                 | Relevant Experience and Expertise   |
|--|---------------------------|---|
| Project Lead / Senior Consultant                 | Teresa Carter             | Teresa Carter brings 37 years of training and program management experience in federal programs, specializing in construction management, procurement, and grant management for infrastructure and housing projects. She has coordinated project development and NEPA compliance in Galveston, TX, supporting relocation considerations and hazard mitigation initiatives. Her expertise in developing and delivering training, coupled with hands-on program oversight, ensures compliance and effective implementation of URA and TRA requirements. |
| Senior Consultant / Director of Policy           | Kathryn Mayrose O'Connell | At Capital Access, Ms. O'Connell has developed training materials and conducted workshops for grantees nationwide on disaster recovery compliance and cross-cutting requirements. She has provided technical assistance to local governments to strengthen program management and staff capacity, to improve CDBG infrastructure for many of our grantees. Her ability to translate complex regulations into practical tools demonstrates her strength in capacity building.  |
| Senior Consultant / Financial Systems Specialist | Dayatra Coles             | At Capital Access, Ms. Coles has provided extensive training and technical assistance to improve the internal capacity of our grantees on DRGR reporting system and financial management to grants for over 5 years. Her 27 years of experience in CDBG program management make her a seasoned expert on these systems and has helped many grantees learn these system and help them troubleshoot complex problem that arise.   |

### **TASK 13 – Relocation Program (URA/TRA) Development and Compliance Support**

Capital Access has extensive experience designing, implementing, and monitoring relocation programs in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act (URA) and Temporary Relocation Assistance (TRA) requirements. We recognize that effective relocation programs must balance strict compliance with compassion, ensuring that displaced households and businesses receive the benefits to which they are entitled while grantees remain fully aligned with HUD regulations.

Our team provides technical guidance to integrate URA and TRA requirements into program workflows. This includes preparing eligibility review tools for accurate benefit determinations, drafting required relocation notices, and developing monitoring tools and corrective action resources to support compliance throughout the relocation process.

In addition, Capital Access delivers training and capacity-building sessions for grantee staff and program partners. These sessions ensure that all parties understand URA requirements, documentation standards, and compliance responsibilities, building internal knowledge and reducing the risk of findings during HUD monitoring or audits.

Capital Access also brings extensive experience in drafting Residential Anti-Displacement and Relocation Assistance Plans (RARAPs) for grantees under the Universal Notice, Consolidated Notice, and earlier HUD notices. We have assisted in developing RARAPs and related URA policies and procedures for jurisdictions including Ohio, Baton Rouge, Washington, North Carolina, Alaska, and Washington. Building on this experience, we are currently developing a RARAP Toolkit for posting on the HUD Exchange, which will provide CDBG-DR grantees with a comprehensive suite of resources, including FAQs, a checklist for modifying existing RARAPs, and a sample CDBG-DR-specific RARAP that can be directly adopted.

#### **Primary Task Staff**

| Role/Title                             | Key Staff                 | Relevant Experience and Expertise  |
|--|---------------------------|--|
| Project Lead / Senior Consultant       | Teresa Carter             | In her role managing recovery programs in Galveston, TX, Ms. Carter coordinated project development and compliance with NEPA and hazard mitigation requirements, which included relocation considerations. She has advised local governments on contracts, scopes, and grant compliance issues that intersect with relocation and resettlement processes. Her experience ensures compliance with federal requirements while supporting displaced households and communities. |
| Chief Operating Officer                | Grant Johnson             | Mr. Johnson is a recognized expert in tenant relocation and URA compliance, with extensive experience designing and managing acquisition and buyout programs, including New York State's \$80M Buyout and Acquisition for Redevelopment program post-Superstorm Sandy. He has overseen relocation planning, policy development, and implementation for federally funded housing initiatives.   |
| Senior Consultant / Director of Policy | Kathryn Mayrose O'Connell | Ms. O'Connell has managed programs that involved relocation considerations, including housing rehabilitation and community development activities funded by CDBG. She ensured compliance with applicable federal requirements during project planning and oversight of subrecipients. Her expertise in program design and monitoring provides a strong foundation for supporting URA and TRA compliance.   |

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| Role/Title                                 | Key Staff   | Relevant Experience and Expertise  |
|--|-------------|--|
| Senior Consultant / HUD TA Program Manager | Lisa Abbott | Ms. Abbott has managed HUD monitoring and audit processes for more than two decades, ensuring Bloomington's housing and neighborhood programs remained in full compliance. She prepared documentation, strengthened oversight systems, and addressed audit findings across a broad portfolio of federal grants. Her ability to coordinate financial reporting and compliance reviews ensures readiness for HUD and state monitoring. |

### TASK 14 – Communication, Public Information, and Outreach Support

Capital Access has extensive experience in developing communication materials, public information resources, and outreach tools that meet HUD requirements while remaining accessible to the public. We understand HUD's requirements surrounding program transparency and recognize that effective communication is about more than compliance. For communities impacted by disaster, clear and accessible communication can determine whether families understand how to access the assistance they need.

A key part of our approach is the website assessment tool developed by Capital Access to help grantees ensure their CDBG-DR websites meet the requirements outlined in the Universal Notice. These assessments evaluate both compliance with HUD's public information standards and the accessibility of program information for impacted communities. By providing clear recommendations and practical solutions, Capital Access helps grantees maintain websites that serve as transparent, user-friendly resources for disaster survivors.

Beyond website compliance, Capital Access designs outreach materials that make complex information digestible for individuals who may be displaced, stressed, and unfamiliar with federal funding programs. This includes guidance on requirements for translated content, plain-language explanations of program policies, and resources that reflect local community needs. Our work also includes communication protocols that cover crisis communications, public inquiries, media responses, and the support needed for public meetings, stakeholder engagement, and community outreach events.

Capital Access brings unique expertise to this work through the backgrounds of our staff. In addition to their knowledge of CDBG-DR, our communications team includes individuals with advanced training in writing, illustration, and journalism. One staff member holds a degree in English Literature with a certificate in creative writing, another has an MFA and BFA in illustration, and another has a BA in journalism. This mix of technical program knowledge and professional communications expertise ensures that our products are not only compliant but also engaging, accessible, and tailored to the needs of communities seeking recovery resources.

#### Primary Task Staff

| Role/Title                       | Key Staff     | Relevant Experience and Expertise  |
|----------------------------------|---------------|--|
| Project Lead / Senior Consultant | Teresa Carter | Ms. Carter excels at building community partnerships and collaborating with federal, state, and local agencies to support recovery programs. She has managed communications between clients, FEMA, and other recovery partners in projects Nationwide, including Florida, Texas, Puerto Rico, and North Carolina. Her leadership in stakeholder engagement and outreach ensures clear communication and transparency in federally funded recovery efforts. |

| Role/Title                                 | Key Staff                 | Relevant Experience and Expertise  |
|--|---------------------------|--|
| Senior Consultant / Director of Policy     | Kathryn Mayrose O'Connell | As CDBG Program Manager, Ms. O'Connell led community engagement efforts, including overhauling St. Louis County's NOFA and engagement processes to ensure transparency and accessibility. She coordinated with stakeholders and designed outreach strategies that informed program priorities. Her consulting role has also included developing tools and materials that clarify program requirements for staff and beneficiaries.   |
| Senior Consultant / HUD TA Program Manager | Lisa Abbott               | Ms. Abbott has extensive experience leading community engagement and public information campaigns for housing and economic development initiatives. She collaborated with state and local partners to implement façade improvements, small business loans, and neighborhood revitalization projects, ensuring strong stakeholder engagement. Her success in outreach and public communication demonstrates her ability to foster transparency and community trust.   |
| Program & Communications Coordinator       | Isela Lopez               | Isela Lopez is a skilled communications and program coordination professional with experience supporting HUD Technical Assistance projects through design of client-facing materials, outreach content, and proposal development. She creates impactful visual communications, including flyers, infographics, and presentations, to enhance stakeholder engagement and program visibility. Her background in bilingual client communications, branding, and administrative support strengthens her ability to deliver effective outreach and public information strategies. |

#### TASK 15 – Grant Management

Capital Access brings extensive experience supporting CDBG-DR grantees in managing and implementing programs outlined in their HUD-approved Action Plans. We understand that successful grant management requires more than technical expertise. It depends on practical tools, clear procedures, and strong oversight to ensure that programs operate efficiently and remain compliant with federal and state requirements.

Our expertise in grant management is both broad and deep. All of our senior consultants have previously served as entitlement grantees with direct responsibility for managing HUD programs, giving them firsthand knowledge of the challenges that local governments face. Beyond technical assistance, Capital Access continues to operate federally funded programs through its in-house housing development division, where staff actively manage milestones, compliance requirements, and reporting. This dual role as both TA provider and program operator provides us with a unique perspective on what works in practice and how to design grant management systems that are sustainable.

Capital Access provides comprehensive support across the grant lifecycle, including subrecipient contracting, compliance monitoring, and closeout activities. Our team has developed templates and resources to strengthen program delivery in critical areas such as housing development, public services, Section 3, and Davis-Bacon compliance. We also provide guidance and tools that address subrecipient oversight, financial reporting, and performance tracking, helping grantees proactively manage risk and ensure accountability.

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Where needed, Capital Access can also develop customized tools that respond to the specific needs of a grantee. Examples include our Developer Agreement Checklist, which helps determine whether a project partner should be classified as a developer or subrecipient while outlining required provisions, and our Subrecipient Risk Assessment Tool, which guides grantees in evaluating subrecipient risk levels and applying appropriate monitoring strategies. By tailoring tools to the unique circumstances of each grantee, we ensure that compliance requirements are met while day-to-day program management remains practical and effective.

Strong grant management also sets the stage for a smooth and timely closeout. To support this, Capital Access is currently developing a grant closeout tool designed to help grantees reconcile program and financial data, prepare required documentation, and complete the closeout process with HUD efficiently and confidently.

Through this combination of technical expertise, policy depth, and practical experience, Capital Access delivers a grant management approach that is both compliant and realistic. Our systems strengthen capacity, reduce risks, and enable grantees to administer disaster recovery funds responsibly, efficiently, and transparently.

### Primary Task Staff

| Role/Title                                 | Key Staff                 | Relevant Experience and Expertise   |
|--|---------------------------|---|
| Project Lead / Senior Consultant           | Teresa Carter             | With more than 37 years of experience, Ms. Carter has managed billions in federal disaster recovery and mitigation funding across FEMA, HUD, US Treasury and FHWA programs. She has led large-scale operations, including overseeing an \$80 million Emergency Rental Assistance Program and supervising closeout and compliance for FEMA PA programs in Puerto Rico and North Carolina. Her expertise spans grant design, administration, financial oversight, and closeout. |
| Chief Operating Officer                    | Grant Johnson             | Mr. Johnson has directed numerous CDBG-DR and NSP-funded initiatives, managing program design, policy development, and compliance systems for multi-million-dollar grants. His leadership spans federal and state-level disaster recovery and housing programs, demonstrating deep expertise in grant oversight, subrecipient management, and reporting   |
| Senior Consultant / HUD TA Program Manager | Lisa Abbott               | Ms. Abbott directed a \$25M+ grant portfolio in Bloomington, administering CDBG, HOME, and other federal entitlement programs for over two decades. She ensured timely expenditure, compliance, and reporting, while also launching innovative programs that expanded housing and economic opportunities. In her current role with Capital Access, she continues to provide grant management technical assistance for HUD-funded programs nationwide.                         |
| Senior Consultant / Director of Policy     | Kathryn Mayrose O'Connell | In her consulting role, Ms. O'Connell has worked with jurisdictions to strengthen compliance management systems and integrate relational databases such as IDIS. She helped design policies and tools for program tracking, underwriting, and loan servicing to improve efficiency and accountability. Her project management experience includes overseeing program implementation teams and coordinating staff resources to meet compliance and reporting standards.        |

Capital Access Qualifications and Rates for NC Department of Commerce

Proposal Number: Doc1677946894

| Role/Title                                       | Key Staff     | Relevant Experience and Expertise  |
|--|---------------|--|
| Senior Consultant / Financial Systems Specialist | Dayatra Coles | Through her 20+ experience with direct program management and her many years as a Senior Consultant, Dayatra Coles brings extensive expertise in managing and implementing CDBG-DR programs, including overseeing subrecipient contracting, compliance monitoring, and closeout activities. She has successfully administered multi-million-dollar housing and community development budgets, led internal audits, and implemented program management tools to strengthen reporting and accountability. Her deep knowledge of HUD regulations and Disaster Recovery program administration equips her to support grantees and subrecipients in meeting compliance standards and achieving program goals. |
| Contracts Manager / HUD Finance Manager          | Taylor Lee    | With her Program Management experience in state-level disaster recovery programs from NC ReBuild, Taylor has managed grant implementation, like the set-up and management of FEMA temporary Housing in North Carolina. Her background includes overseeing contracts, budgets, and reporting for complex HUD-funded initiatives.  |

## BUDGET PROPOSAL

### Fee

Our consulting rates are restricted to our HUD approved hourly rates as part of our agreements with HUD for Technical Assistance. However, it is the amount of time rather than the rate that has the biggest impact on pricing. We therefore seek first to assess what the client team needs and what their program or intended use of funds currently anticipates so that we can assign the right team to provide a high quality service at a reasonable not to exceed amount per task. Our use of hourly rates against not to exceed amounts on certain deliverables provides our clients the most flexibility to adjust pricing as technical work and the nature of needs evolves. The Budget Proposal is included in Attachment A.

With each monthly task order invoice submitted Capital Access will provide North Carolina Department of Commerce with a progress report which may include:

- A summary of accomplishments
- Issues that require executive decisions
- Anticipated tasks

### Expenses

As per the bid requirements, all expenses are included in our hourly rates, including travel, overhead, and profit. We anticipate that most services can be provided remotely; however, when in-person working sessions are requested, our team can accommodate 1–3 day on-site sessions to support accelerated progress.

Thank you for this opportunity to work with North Carolina Department of Commerce!

## NARRATIVE RESPONSE: COMPANY QUALIFICATIONS & APPROACH

Capital Access, Inc. Inc. is a consulting and operations firm specializing in community, housing, consulting and operations firm specializing in community, housing and economic development. We speak the language of federal compliance and are active with HUD, FEMA and U.S. Treasury emergency grants management and compliance. We bring over 25 years of experience working with HUD, their grantees, and partners.

As a HUD Technical Assistance provider since 2000, our team possesses a wide range of experience with HOME, CDBG, CDBG-DR, and other federal programs. We serve both the administrative and operations components of federal funding to provide our clients with a holistic view of solutions and opportunities available to them, and our collaboration with grantees leverages insights into local knowledge and conditions to inform a customized approach to meeting each community's unique needs. We can analyze, research, and advise our clients on direct program design and implementation, we bring extensive federal project and grants management and reporting experience.

Capital Access (CAI) has served as a HUD TA provider, prime contractor or subcontractor on storm-related and financial disaster recovery efforts in numerous states, counties, cities and territories. Building on our experience serving, Capital Access delivers comprehensive assistance across the full lifecycle of HUD-funded recovery and resilience programs. Our work includes developing program Policies and Procedures and associated SOPs; ensuring financial compliance, oversight and fraud prevention; duplication of benefit and procurement compliance; and assisting with Action Plan development and amendments, needs assessments and market analysis. CAI will provide program performance monitoring and evaluation, case reviews and appeals, audit readiness, and assistance maintaining compliance with all applicable cross-cutting federal regulations, and assistance maintaining compliance with all applicable cross-cutting federal regulation and executive orders. To strengthen long-term capacity, we also deliver training, mentoring, communication and public outreach strategies, and grant management.

Capital Access, Inc. brings together policy and operations professionals, subject matter experts, and compliance specialists to help state, local, and tribal governments successfully design, launch, and manage federally funded programs. We provide consulting, staff augmentation, and training services, delivered on-site or remotely, and tailored to support grantee needs across program operations, compliance management, and grant administration. Our services cover the full lifecycle of CDBG-DR program delivery, from policy and SOP development to subrecipient oversight and closeout.

Capital Access, Inc. utilizes a proven technical assistance (TA) approach built on decades of experience supporting CDBG-DR grantees in launching new programs, streamlining grant management, and implementing long-term recovery solutions. We assign highly qualified personnel whose expertise is directly aligned with the scope of work required, drawing from a team of subject matter experts who have built their careers in local government and disaster recovery. As a remote firm, CAI's senior consultants are strategically located across the United States, with a strong presence in North Carolina and deep knowledge of the state's disaster recovery landscape. Adaptability is also a key element to success in our approach to TA, as we are careful to be educated on all new guidance from shifting priorities with the new administration to ensure our grantees remain operational and can continue to serve their communities.

We are accomplished regulatory analysts and project managers that implement programs and develop projects nationally. Our experience provides a range of strategies for issue resolution, reduction of waste and methods to ensure programs successfully spend funds on time and within budget.

The value added to engaging Capital Access is that we integrate strategy, management and administrative operating considerations with compliance. We bring the experience of trainer, subject matter expert, program

coordinator and real estate developer which gives us a unique insight on how to avoid potential project challenges and resolve issues if they arise.

## WHO WE ARE

Capital Access helps state, local government and their partners realize the full potential of their housing and community development programs.

Since 2000 Capital Access has served as a HUD Technical Assistance provider under the Community Compass, Disaster Recovery, and Distressed Cities programs. We help HUD grantees navigate the complexities of:

- CDBG, CDBG-Disaster Recovery and Mitigation, and CDBG-CV
- HOME Investment Partnerships
- Section 108 Loan Guarantee Programs
- Cross-cutting federal requirements

We integrate deep program knowledge with hands-on tools, coaching, and capacity building to support grantees from action plan through implementation, monitoring, and closeout.

## Housing Program Design & Compliance

We provide expert guidance in designing and managing single-family and multifamily housing programs that meet HUD standards and community needs. Services include:

- Affordable housing finance and layered subsidy structuring
- Owner-occupied home repair and energy retrofit program delivery
- Acquisition, relocation, and environmental compliance
- Modular and manufactured housing program development

## 2 CFR Part 200 Compliance & Financial Oversight

We help grantees and subrecipients align with Uniform Guidance to ensure strong internal controls, clean audits, and confident reporting. Our services include:

- Policy, procedures, and template development
- DRGR and IDIS setup and optimization
- Cost allocation and eligible expense planning
- Procurement and contracting compliance
- Monitoring and audit readiness

## Disaster Recovery & Resilience Planning

As seasoned leaders in CDBG-DR and Mitigation programs, Capital Access supports communities impacted by disasters with recovery strategies that move quickly and comply fully. We provide:

- Unmet needs assessments and methods of distribution
- Program Design and Implementation Strategies
- Duplication of Benefits (DOB) policy design and interagency coordination
- Informed guidance on the CDBG-DR Universal Notice

Capital Access has supported recovery for over 20 state and local government grantees following wildfires, hurricanes, earthquakes, tornadoes, floods, and winter storms—including Alaska, California, Florida, Hawaii, Louisiana, Missouri, North Carolina, Ohio, New Jersey, Puerto Rico, USVI and Texas.

### **HUD CDBG Disaster Recovery Technical Assistance:**

HUD continues to assign Capital Access to support new grantees in developing CDBG-DR and MIT Action Plans and preparing for program implementation or closeout. We have recently completed, or are actively managing, CDBG-DR and other program launches or renewed engagements in Washington, Oregon, California, Ohio, Alaska, Indiana, New Mexico, and West Virginia. In addition, through private awards and contracts, Capital Access provides technical assistance to municipalities across Pennsylvania, New Jersey, New York, Virginia, Delaware, Michigan, Florida, as well as direct housing program implementation services in Philadelphia.

Capital Access specializes in the development of tools, drawing on a library of existing resources and creating customized solutions tailored to each client's needs. We equip administrative staff, subrecipients, and contractors with practical guidance and overviews on a wide range of topics, including Environmental Review and Reporting, Procurement, Systems of Record development, Davis-Bacon and labor standards compliance, Subrecipient Monitoring and Reporting, Construction Management and Contractor Cultivation, Multifamily Underwriting, and URA Relocation services.

### **HUD TA Disaster Recovery Tools**

***Universal Notice Award Timeline*** is a comprehensive timeline and planning tool to provide grantees with a structured, phased approach to implementing disaster recovery programs funded through CDBG-DR grantees under the Universal Notice. This tool is designed to provide front-to-end support. This tool outlines important milestones in phases on a monthly and weekly basis, as well as deadlines and funding caps.

***Partner Role Assessment and Developer Agreement Checklist*** This checklist and reference sheet assists grantees in determining whether a project partner qualifies as a developer or should be classified under another role, such as subrecipient. The tool provides criteria to ensure accurate partner categorization and guides users through the provisions required in developer agreements for CDBG-DR-funded projects. Key features include an assessment to evaluate developer eligibility, a Partner Type Comparison Table to highlight distinctions between partner roles, and the Developer Agreement Checklist outlining essential provisions with corresponding regulatory citations. The tool offers a streamlined overview and guidance on required provisions to help a CDBG-DR grantee make the appropriate choice for assigning their project partners' roles.

***Subrecipient Pre-Award Risk Assessment*** This tool was developed to help grantees analyze their subrecipients and assess the appropriate monitoring measures that will need to be implemented when working together to implement their CDBG-DR programs.

***Section 3 Final Rule Implementation Guide*** which includes: Final Rule overview two-part series, business and laborer underwriting forms, reporting and hourly site log templates and assistance for developers and general contractors.

### **HUD TA Disaster Recovery Training**

Providing training to increasing internal capacity and knowledge is a staple in CAI's Technical Assistance package we provide our grantees. CAI's training structure focuses on breaking down HUD regulatory requirements into manageable and interactive concepts for grantee staff and subrecipients the time to digest, ask questions, and retain critical information. CAI staff routinely offer trainings on a variety subject matter such as Procurement, Section 3, Davis Bacon, Environmental Review, DRGR, Quarterly Performance Reports, and National Objectives.

## Conclusion

Capital Access combines over 25 years of HUD Technical Assistance experience with deep knowledge of federal programs and local implementation conditions. We help clients reduce risk, safeguard public funds, and ensure compliance while streamlining operations and maximizing program impact. Our team integrates program strategy, operational management, and regulatory expertise to deliver results that are both effective and sustainable.

By leveraging our seasoned staff, proven tools, and practical training, grantees gain the capacity to successfully manage federal funding while achieving meaningful community outcomes. With a demonstrated ability to scale quickly and adapt to evolving program requirements, Capital Access is a trusted partner in advancing housing, community development, and disaster recovery programs.

## RESUMES AND BIOS

The following pages provide resumes for the key staff identified in this proposal. Each resume highlights relevant qualifications, experience, and expertise aligned with the scope of work, demonstrating the team's capacity to deliver high-quality support and successful outcomes.



# JEREMEY NEWBERG

## FOUNDER & CEO CAPITAL ACCESS, INC.

Trained as a banker and community developer, Jeremy Newberg brings skills in financial analysis, business planning and HUD grants management to housing and disaster recovery. A HUD Technical Assistance Provider since 2000, Mr. Newberg has a 32-year track record of aligning community needs with client-centered program design and operations that comply with HUD requirements.

## AREAS OF EXPERTISE

Housing, Community & Economic Development  
HUD Grants Management  
Program Design  
Policy & Production Planning  
Project Underwriting  
Financial Analysis & Modeling  
Strategic & Business Planning and Implementation  
Staff Training, Coaching & Leadership Development

## EDUCATION AND CERTIFICATIONS

- HUD HOME Program Certification
- Certificate of Training, Real Estate License - Temple University Real Estate Institute, Philadelphia, PA
- Bachelor of Arts, History & Political Science, Washington University, St. Louis, MO
- Fellow in Public Affairs, Coro Foundation, San Francisco, CA
- Federal Reserve Bank Examiner Training

## CONTACT

220 Locust Street, Suite 16C  
Philadelphia, PA 19106  
215.551.2000  
jn@capitalaccessinc.com

## EXPERIENCE

### Capital Access, Inc., Philadelphia, PA | Founder & CEO

- Serves as Executive Leader for innovation, relationship, and business development for a 30-year-old consulting and program and construction management firm in housing and community development.
- Supervises a team that provides HUD Technical Assistance in policy, program design and compliance systems for CDBG, Disaster Recovery, Section 108 Financing, and HOME programs nationwide.
- Serves as leader for the strategy, staff, and systems development of the new CAPGEMS Whole Home Performance business line that integrates basic system repairs with energy retrofits to help low- and moderate-income homeowners make their homes safer, more functional, energy efficient and affordable. Currently managing \$14 million in WHP programs in Bucks County and Philadelphia, PA.
- Cultivated six engagements, built the program design, staff and systems to administer \$126 million in COVID emergency rental, mortgage and small business assistance grants that help 18,000 renters avoid eviction, homeowners avoid foreclosure and businesses to retain employees during and after the COVID crisis.
- Developed the Capital Access Grants Expenditure and Management System (CAPGEMS) as a web-based project management system that is the platform for production and flow for \$215 million in home repair and energy retrofit, rental assistance and grants management programs in Pennsylvania, Florida and Michigan.
- Developed program design, policies and procedures and program management tools for launch of \$300 million CDBG-Disaster Recovery funded small business grant and loan program for Puerto Rico.
- Developed the vision, strategy, and implementation plan that resulted in a \$223 million grant for the Michigan Neighborhood Stabilization Program 2 Consortium. Collaborated with HUD, Michigan State Housing Development Authority, 12 cities, and eight land banks to produce 3,600 demolitions, 1,000 improved housing units, three mixed-use projects, and 1,000 land-banked parcels.

### Corestates Bank N.A., Philadelphia and Lancaster, PA | Vice President & Director of Community Development

- Generated new business and provided underwriting services to finance affordable housing and community commercial real estate projects for nonprofit and private sector clients.
- Re-organized community development department for Hamilton Bank subsidiary. Implemented marketing plan that generated 340 new applications and closed 190 first-time homebuyer mortgages for total value of \$9.6 million in one year.
- Developed homebuyer education curriculum that provided uniform standards for 13 banks.

### Federal Reserve Bank, San Francisco, CA | Community Investment Specialist

- Provided consulting and training in Community Reinvestment Act regulations and lending opportunities to banks in nine western states.

### Neighborhood Housing Services of America, Inc., Oakland, CA | Housing Development Specialist

- Developed pilot for \$15 million home purchase and rehabilitation loan product, with World Savings that subsequently was marketed as national program.



# GRANT JOHNSON

## DIRECTOR OF DEVELOPMENT AND PROGRAM MANAGEMENT CAPITAL ACCESS, INC.

Mr. Johnson began his career in housing and development as a project manager for non-profit neighborhood revitalization programs. His specialties include aligning federal regulation policies with program strategies, procedures and implementation in addition to real estate acquisition and development experience. As a HUD Technical Assistance Provider for more than 15 years, Mr. Johnson provides subject matter expertise for HUD funded projects and programs that include HOME, CDBG, NSP, CDBG-DR, CDBG-Mitigation and cross-cutting federal regulations.

## AREAS OF EXPERTISE

- Affordable and Market Rate Housing Development: Ownership and Rental
- Tenant Relocation and URA
- Disaster Recovery Programs and Strategies
- HUD CDBG-DR Project Management
- Program Design and Policy Development
- Production Planning and Implementation
- Underwriting, Financial Analysis and Modeling
- Strategic Business Planning and Implementation
- Staff Training, Coaching and Leadership Development

## CONTACT

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215.551.2000  
gj@capitalaccessinc.com

## EXPERIENCE

### **Capital Access, Inc., Philadelphia, PA | Director of Development and Program Management | Jan 1998 - Present**

- Provides program design, subject matter expertise and content for two policy and procedure manuals for the City of St. Louis Housing Production Program and the Healthy Home Repair Program.
- Provides HUD Technical Assistance consulting in policy, program design, housing development and compliance management systems for CDBG, Disaster Recovery, Mitigation, NSP and HOME programs nationwide for grantees such as St. John's County, Florida, Georgia and North Carolina.
- Managed team providing Super Storm Sandy \$80 million Buyout and Acquisition for Redevelopment program for the New York State Governor's Office of Storm Recovery.
- Facilitated operations and training for a team of housing and disaster recovery professionals who helped 3,200 homeowners complete their eligibility processing and proceed to funding for home repairs, elevations, and rebuilds as part of the New York City Build It Back program in response to Super Storm Sandy.
- Provided program design, staff orientation and start-up management services for New Jersey Super Storm Sandy initiatives including housing and acquisition programs. Was interim housing programs manager for the NJ Department of Community Affairs Superstorm Sandy team responsible for \$850 million in program allocations.
- Strategic planning and implementation of demolition, acquisition and new housing development for Michigan State Housing Development Authority \$223 Million NSP grant that produced 3,600 demolitions, 1,000 improved housing units, three mixed-use projects, and 1,000 land-banked parcels.
- Assisted the Jefferson Square Neighborhood Revitalization plan implementation, a 93-unit mixed income urban homeownership project in Philadelphia, PA. Supported non-profit board governance, strategic site assembly and maintenance of 282 parcels in a four-block target area. Project management services included community engagement, development oversight and grants management reporting for City, State and Federal funding sources.

### **University of Pennsylvania, Philadelphia, PA | Instructor for Digital Media and Design**

- Part-time non-standing faculty that developed and taught laboratory courses at the undergraduate and graduate student levels for six years.

### **Philadelphia Builders Industry Association, Philadelphia, PA | Board Secretary**

- Green Building, Government Affairs and Fundraising Committees
- Pennsylvania Builders Associations Philadelphia representative

### **Friends Select School and Friends Service Center, Philadelphia, PA Committees and Board Member**

## EDUCATION / CERTIFICATIONS

- MFA, University of Pennsylvania, Philadelphia, PA
- Certificate of Training, Pennsylvania Real Estate Salesperson License, Temple University Real Estate Institute, Philadelphia, PA
- Passive House Developer Training Certification



## SENIOR CONSULTANT AT CAPITAL ACCESS INC

Teresa Carter manages operations for grant management, disaster recovery, emergency management, hazard mitigation, resiliency, sustainability, and program services. With over 37 years of expertise, she specializes in disaster response and recovery funded by FEMA, FHWA, and HUD. Ms. Carter was the senior adviser for FEMA/NYC debris operations after 9/11, and served as a senior advisor to Louisiana post-Katrina and to Haiti after the 2010 earthquake. She co-authored FEMA's Public Assistance and Debris courses and held roles as State Public Assistance Officer and Infrastructure Branch Chief (NC). She is skilled in FEMA PA, hazard mitigation, federal compliance, FHWA programs, and critical infrastructure planning. Ms. Carter excels in building community partnerships and collaborating with state and federal agencies.

## AREAS OF EXPERTISE

- Disaster Response and Recovery (FEMA, FHWA, HUD)
- Public Assistance (PA) and Debris Operations
- Hazard Mitigation (FEMA PA 428, 406)
- Federal Compliance and Closeout Supervision
- Critical Infrastructure Planning and Homeland Security
- Community Engagement and Partnership Development

## CONTACT

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tcarter@capitalaccessinc.com

# TERESA CARTER

## EXPERIENCE

### Capital Access MI State Land Bank Blight Elimination Program | Program Lead |

October 2023 - Present

- Lead point of contact for client relationship & communications
- Manage assigned staff and/or subcontractors team for assigned programs operations.
- Produce all client & internal production management reports & materials
- Manage CAPGEMS custom software development needs with Devia

### Emergency Rental Assistance Program, Capital Access, Delaware County, PA |

#### Emergency Rental Assistance Program

- Manages 60 staff with operations, policy, QA/QC and eligibility of grants awarded to individuals due to financial conditions related to COVID
- Project size \$80 Million in US Treasury and Commonwealth of Pennsylvania funding.

### Public Assistance Program, Dare County, Kill Devil Hills, Duck, and MDA, NC |

Project SME | 10/2018 - Present

- Subject Matter Expert on the FEMA Public Assistance Grants
- Advises on project development, scope, contracts and all related issues to grant funding, close-outs, audits and appeals.

### Galveston Historic Foundation, Center for 20th Century Texas Studies, and the Rosenberg Library, Galveston, Texas | Program Director | 10/2010 - Present

- Manages the project development, damage assessments, coordination of communications between the client agencies, FEMA, and other recovery team members, such as USACE and GLO.
- Manages each subsequent phase of the process, including management of the FEMA PA Program and Insurance Financial Recovery; preparing NEPA compliance documents and hazard mitigation grant program (HMGP) proposals; developing first level appeals; and PW amendments, and alternate/ improved plans.

### Debris and PA Project Development following Hurricane Florence, Brunswick County, CSRS/TCC, NC | Senior Subject Matter Expert and Project Manager | 8/2018 - 8/2019

- Worked with Brunswick County staff to identify damage and develop public assistance projects, identify hazard mitigation projects and prepare documentation for project worksheet, grant management and closeout packages.

### Commonwealth Agencies, Puerto Rico Hurricane Irma and Maria Recovery, Puerto Rico Office of the COR 3, APTIM/DCMC Partners, San Juan, Puerto Rico | Senior FEMA PA and Debris Advisor | 9/2017 - 8/2018, 10/2018 - 10/2019

- Initial deployment after Hurricane Irma then subsequently post-Hurricane Maria in support of the territory's emergency management efforts to implement and manage FEMA's PA program
- Led team of over 100 PA professionals in support of 60+ state agencies providing assistance and expertise related to program issues including eligibility, administration, grant management, reimbursement, and closeout
- Assisted Recipient in developing strategies and tactics to administer FEMA PA funds between FEMA and eligible subrecipients
- Assisted Recipient in joint FEMA/Recipient negotiations to develop disaster-specific guidance for the Public Assistance Alternative Procedures (PAAP) or Stafford Act Section 428 program for permanent work



# KATHRYN MAYROSE

## SENIOR CONSULTANT & DIRECTOR OF POLICY CAPITAL ACCESS, INC.

Ms. Mayrose began her career as a community development specialist with St. Louis County, Missouri, administering a \$1.5 million portfolio of CDBG projects. She prepared Annual Action Plans and CAPERs, completed environmental reviews and associated tribal and historic analyses, monitored projects for Davis Bacon, Section 3 and MBE/WBE compliance, supervised procurement and contractor performance, and provided project management to ensure timely expenditure of CDBG funds. In 2016, Ms. Mayrose joined the Roman Catholic Foundation of Eastern Missouri where she provided project, compliance and financial management services for direct assistance and scholarship programs for low- and moderate-income beneficiaries. In 2018 Ms. Mayrose returned to St. Louis County as CDBG Program Manager, where she led a team of 12 implementing \$5.5 million in CDBG activities annually. She also managed a \$24 million Section 108 loan program and \$2.4 million Declared Disaster Relief grant, piloted the successful launch of St. Louis County's Section 3 program, and overhauled the County's NOFA and community engagement processes. Ms. Mayrose wrote two separate responses to NOFAs issued by the HUD Office of Lead Hazard Control and Healthy Homes, which resulted in \$4.4 million awarded to St. Louis.

## EDUCATION

Bachelor of Science, English Literature and Creative Writing Certificate - Washington University, St. Louis, Missouri

## CONTACT

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215.551.2000

[kmayrose@capitalaccessinc.com](mailto:kmayrose@capitalaccessinc.com)

## EXPERIENCE

### Capital Access, Inc., Philadelphia, PA | Senior Consultant | April 2020 - Present

- Provides HUD Technical Assistance consulting in policy, program design, housing development and compliance management systems for CDBG, Disaster Recovery, Section 108, HOME and Economic Development programs nationwide. Develop training materials and conduct trainings.
- Served as Deputy Compliance and Relationship Manager to help the City of Gainesville improve CDBG program management infrastructure that resulted in increased expenditures, community impact and also staff training.
- Provided technical assistance, underwriting support and loan servicing tools to help St. Louis County administer nearly \$12 million in Section 108 projects.
- Co-created two policies and procedures manuals to guide the City of St. Louis in successfully administering its Housing Production Program and Healthy Home Repair Program, which are funded with CDBG and HOME funds.

### St. Louis Co. Office of Community Development | CDBG Manager

- Administrator for St. Louis County's CDBG program, Section 108 loan program & associated Declared Disaster Relief Grant, and Home Improvement Program (providing minor rehabilitation of owner-occupied homes).
- Provided strategic planning, program design, staff allocation and stakeholder communication for St. Louis County OCD and ensured compliance with applicable regulations and reporting requirements.
- Responsible for contractual oversight of all grantees including technical assistance and compliance and monitoring.

### Roman Catholic Foundation of Eastern MO | Grants Administrator

- Managed \$60 million in education grants to Catholic schools and scholarship assistance to low & moderate-income families.
- Designed grant application process and launched online grant application and relational database.
- Coordinated and led service and fellowship events for scholarship recipients and technical assistance workshops for prospective grant applicants.
- Collected, analyzed & disseminated data.
- Managed donor engagement and assisted in the creation of a marketing plan and website refresh, and managed social media.

## AREAS OF EXPERTISE

- Administrator of CDBG and Section 108 programs
- Proficient in IDIS and other relational databases
- Needs Assessment & Compliance Monitoring
- Program Design & Policy Development
- Production Planning and Implementation
- Underwriting, Financial Analysis, and Modeling
- Strategic & Business Planning
- Staff Training
- Operations Support



# LISA ABBOTT

## PROGRAM MANAGER AND SENIOR CONSULTANT CAPITAL ACCESS, INC.

Lisa Abbott is a seasoned community development professional with over 30 years of experience in governmental and non-profit sectors. She has a proven track record of implementing HUD entitlement grants, managing code enforcement programs, and leading economic development projects. Key accomplishments include adding over 450 housing units through Indiana's READI initiative and developing the state's first LEED Certified affordable housing projects. Known for her collaborative approach, Lisa excels at balancing regulatory compliance with impactful community outcomes. She is also actively involved in volunteer work, including with CASA and Habitat for Humanity.

## ACHIEVEMENTS

- Led the Uplands region's READI initiative, resulting in 450+ new housing units and Indiana's first LEED-certified affordable housing projects.
- Developed and implemented strategic plans, including three Consolidated Plans, and launched key initiatives like façade improvements and business loans for 25+ buildings.
- Successfully lobbied the Indiana General Assembly to preserve Bloomington's Residential Rental & Lodging Inspection Program.

## CONTACT

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## EXPERIENCE

### Capital Access, Inc., Philadelphia, PA | Senior Consultant and Program Manager

Jun 2024 - Present

- Provides HUD Technical Assistance consulting in policy, program design, housing development and compliance management systems for CDBG, Disaster Recovery, Section 108, HOME and Economic Development programs nationwide.
- Develop training materials and conduct trainings.
- Management and coordination of logistics, compliance and reporting related to contract management for all HUD Technical Assistance contracts and engagements.

### Regional Opportunity Initiatives, Inc./Bloomington, Indiana | Executive Vice

President of Community and Economic Development | 2020 - 2024

- Directed Quality of Place division for 11-county region; managed budgets, staff, and partnerships to expand housing, deliver TA, and launch educational initiatives.
- Led quality-of-life investments, allocating funds for downtown redevelopment, parks, broadband, childcare, and youth programming, while guiding communities in strategic planning.
- Secured and administered \$60M+ in State of Indiana READI grant funds; launched READI Housing and community programs, advanced broadband and EV strategies, and created a grant fellowship securing \$4.6M+.

### Bloomington Board of REALTORS®, Indiana | Executive Vice President | 2017 - 2020

- Directed operations for a REALTOR® association serving 450+ members across three counties, including strategic leadership of a for-profit MLS corporation and its financial management.
- Revamped the Strategic Plan and led initiatives like launching a new public-facing website and member management system to enhance services and engagement.
- Represented the association in local government and economic development efforts, collaborating with EDCs and state/national REALTOR® organizations.

### City of Bloomington, Indiana/Bloomington, Indiana | Director, Housing and Neighborhood Development Department | 1993 - 2015

- Directed Bloomington's Housing and Neighborhood Development Department, overseeing a \$25M+ program portfolio and leading a 17-member team.
- Spearheaded Indiana's first LEED-certified housing development, including rezoning, subdivision, and eco-friendly infrastructure like riparian buffers and permeable trails.
- Enhanced oversight and reporting for Tax Increment Financing (TIF) Districts, leading to the creation of a citywide Consolidated TIF Strategy.
- Led development of three Consolidated Plans, Annual Action Plans, and CAPERS; updated and defended the City's Rental Inspection Program for over 22,000 units.
- Drove local economic and public health initiatives, including small business grants and a pediatric lead-testing partnership reaching 90% of county children.

## EDUCATION / CERTIFICATIONS

- Master of Public Affairs, Public Financial Administration (2017), Master Certificate in Public Finance (2010), B.A. in Journalism and Marketing (1991) - Indiana University
- Certified Economic Development and Housing Development Finance Professional, National Development Council (2018)
- CDBG Grant Administrator, State of Indiana (2023); HUD HOME Investment Partnerships Program Certified (2008, 2010)



# DAYATRA COLES

## SENIOR CONSULTANT AND FINANCIAL SYSTEMS SPECIALIST, CAPITAL ACCESS, INC.

Ms. Coles began her career in affordable housing and community development as a housing finance officer for the City of Lakeland, Florida providing case management and residential lending experience as part of affordable housing program development, implementation and closeout processes. As a HUD Technical Assistance provider and Subject Matter Expert, she assists federal and state grantees with program management and compliance oversight for HOME, CDBG, IDIS, DRGR, NSP, PLP and SHIP funded Programs. During her tenure with the City of Jacksonville, Florida, Ms. Coles played an integral role in the increase of available affordable housing units. As a grant administrator, she effectively managed the disbursement of multiple funding sources. She increased the efficiencies by implementing project management tools to reconcile budgetary issues, implemented mandatory training for all stakeholders, updated policies and procedures and conducted internal monitoring audits. Thus, reducing the number of Red Flags in IDIS, no findings in HUD and/or OIG findings, and creating a sustainable and effective affordable housing program.

## EDUCATION

Jacksonville University

- BA, Social Science
- MS, Organizational Leadership

## CONTACT

220 Locust Street, Suite 16C  
Philadelphia, PA 19106  
215.551.2000  
dcoles@capitalaccessinc.com

## EXPERIENCE

### Capital Access, Inc., Philadelphia, PA | Senior Consultant | Aug 2018 - Present

- Provides HUD Technical Assistance consulting in policy, program design, housing development and compliance management systems for CDBG, Disaster Recovery, NSP and HOME and Economic Development programs nationwide. Develop training materials and conduct trainings.
- Lead Consultant to help cities of Ocala, Gainesville and Marion County, Florida improve CDBG program management infrastructure that resulted in increased expenditures, community impact and also staff training.
- Underwriting and Technical Assistance Provider for Predevelopment Loan Program for Florida Housing Finance Agency. Managed \$10 million loan funds for low-income rental, home purchase and special needs housing.

### Florida Non-Profit Housing Inc., Sebring, FL | Deputy Director & Farmworker Program

#### Director | Jul 2018 - Sep 2019

- Administrator for the Department of Labor Farmworker Housing Program and Provided strategic planning, program design, staff allocation and stakeholder communication for the Department of Labor Farmworker Housing Program and the USDA Self-Help Program and ensured compliance with applicable regulations and reporting requirements. Responsible for contractual oversight of all grantees including technical assistance and compliance and monitoring.

### City of Jacksonville, Jacksonville, FL | Housing Manager | Feb 2007 - Jun 2018

- Provided grant management for City Housing Programs including HOME, CDBG, IDIS, NSP1, NSP3, ESG, HOPWA and SHIP. Grants management of housing budget of \$26 million. Compliance monitoring and liaison in HUD & OIG reviews. Co-creator of surplus property donation initiative and affordable housing trust fund. Administrator for the Foreclosure Registry and the Fair Housing Initiative. Lead coordinator of public/private partnerships while serving as the strategic communications liaison for Mayoral and City Council affordable housing.

### City of Lakeland, Lakeland, FL | Housing Finance Officer | Aug 1996 - Jun 2000

- Managed application process for affordable housing programs. Provided case management services.
- Served as community liaison for revitalization of public housing. Provided coordination of all social services for the housing rehabilitation program.

## AREAS OF EXPERTISE

- Administrator & project manager for CDBG, HOME NSP programs
- Expert in IDIS & HUD TA provider for DRGR information systems
- Needs Assessment & Compliance Monitoring
- Program Design & Policy Development
- Production Planning & Implementation
- Underwriting, Financial Analysis and Modeling
- Strategic & Business Planning and Implementation
- Staff Professional & Interpersonal Development



# TAYLOR LEE

## CONTRACTS MANAGER CAPITAL ACCESS, INC.

With over a dozen years in grant management, disaster recovery, and accounting experience, Taylor Lee is well-versed in the detailed requirements related to federal funding, vendor procurement, and project management. Holding a master's in accounting, Ms. Lee has worked on numerous small and large projects related to HUD, the US Treasury Emergency Rental Assistance Program, public assistance, grant management at state and local levels, and the Federal Housing Inspection contract.

## AREAS OF EXPERTISE

- Financial & Managerial Accounting
- Federal Regulatory Compliance
- Procedures Development
- Budget Development & Coordination
- Program Management
- Program Financial Oversight;
- Enterprise Risk Management (ERM) Specialist
- Quality Assurance
- Audits and Assurance
- Microsoft Office Suite (Excel, Word, PowerPoint, Outlook)
- Various Accounting applications: QuickBooks, Deltek Costpoint, Viewpoint

## CONTACT

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Philadelphia, PA 19106  
215.551.2000  
tlee@capitalaccessinc.com

## EXPERIENCE

### Capital Access, Inc., Philadelphia, PA | Contracts Manager | 2020 - Present

- Development, implementation and monitoring of financial and internal controls
- Manage logistics, compliance, and reporting for HUD, ERAP, and Technical Assistance contracts, ensuring adherence to all regulatory requirements.
- Coordinate with CEO, Finance Director, and Production Leads on active projects, overseeing the setup of financial accounting systems, cost tracking, and project budgets.
- Provide daily project status reporting and manage communication for both client and internal management updates.
- Develop, prepare, and maintain affiliate agreements, task orders, and labor logistics, ensuring seamless HR coordination and onboarding processes.
- Review and process all incoming invoices for accuracy, ensuring timely payment in accordance with financial guidelines.
- Prepare and generate client invoices, utilizing advanced accounting knowledge to ensure accuracy and alignment with financial records.

### Excel Contractors, Raleigh, NC & Baton Rouge, LA | Program Manager | 2019- 2020

- Responsible for project accounting and management of the daily operations for the company's contract with NC ReBuild, which included management of project staff, sub-contractors, and all project controls.
- Monitored all project costs, monthly financial reporting, and expense reconciliation.
- Reporting, monitoring and validation of HUD requirements
- Assisted in set-up and project management of FEMA temporary housing recertification project, including staff interviews and onboarding, project accounting set-up, time reporting development and training, and client communications.

### T Carter Consulting, Raleigh, NC | Operations and Finance Manager | 2017 - 2022

- Direct liaison between staff, contractors, external vendors and clients.
- Internal financial reporting, firm expenditures, project invoicing, expense reconciliation, and other miscellaneous tasks related to managerial accounting procedures.
- Coordinated all AP/AR related accounting and tax reporting for both US domestic and Puerto Rico specific accounting.
- Staff expense and labor validation and approval. Direct contractor/ staff payments.
- Directed client work related to Public Assistance and recovery efforts for various projects. Created and developed training manuals for Federal Direct Administrative Costs (DAC) tracking, time keeping, and expense tracking software used by office field staff.
- Developed, wrote and created a number of software training modules for grant management software.

## EDUCATION

MA, Accounting, North Carolina State University  
BA, Communications, North Carolina State University



# ISELA LOPEZ

## PROGRAM AND COMMUNICATIONS COORDINATOR AT CAPITAL ACCESS, INC.

Detail-oriented administrative and program coordination professional with experience supporting executive leadership and managing complex logistics for HUD Technical Assistance and private consulting projects. Skilled in program support, communications, and creating engaging visual materials, including flyers, infographics, and proposals. Committed to providing reliable, high-quality support in mission-driven environments.

## EDUCATION

Hartford University, Hartford, Connecticut  
Master of Fine Arts (MFA) in Illustration

Marywood University, Scranton, Pennsylvania  
Bachelor of Fine Arts (BFA) in Illustration  
Minor in Psychology

- Earned 52 credits towards a Bachelor of Science degree

## CONTACT

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ilopez@capitalaccessinc.com

## EXPERIENCE

### Capital Access, Inc., Philadelphia, PA | Program & Communications Coordinator

Jun 2024 - Present

- Assist Contracts Manager with workplan DRGR management and HUD invoicing.
- Design and produce flyers, infographics, and marketing materials to support communications and client engagement.
- Coordinate availability and schedule meetings between Capital Access staff, clients, and affiliate consultants.
- Organize and maintain digital files related to HUD Technical Assistance and private consulting engagements.
- Support Senior Consulting and Executive staff with communications, coordination, proposal submissions, management, invoicing, and special projects.
- Prepare for meetings and presentations; take notes and distribute follow-up actions.

### ACLAMO, Norristown, PA | Case Manager | Sep 2021 to Jun 2024

- Administered emergency rental and utility assistance to a diverse clientele, demonstrating proficiency in supporting individuals from various backgrounds, including English and Spanish speakers.
- Utilized strong organizational skills while working remotely to ensure efficient operations and timely assistance delivery.

### Comfort Dental Care, Paterson, NJ | Office Manager | Oct 2017 to Aug 2021

- Oversaw office operations and human resources for a team of 9 staff members.
- Managed hiring and training processes, resulting in a 25% increase in revenue collection over 6 months.
- Provided bilingual (English and Spanish) customer communications.
- Designed business cards, organizational charts, and internal materials to support office branding and communication.

### Molly Maid, Riverdale, NJ | Office Manager | Oct 2016 to Jun 2017

- Led a team of Spanish-speaking employees, exceeding revenue goals and managing various administrative tasks.
- Handled sales leads, scheduling, daily settlements, and customer communications.
- Acted as a liaison between employees and HR, ensuring effective communication and collaboration.

## AREAS OF EXPERTISE AND SKILLS

- Administrative Support & Program Coordination
- Graphic Design & Marketing Materials: flyers, infographics, business cards, organizational charts, proposals
- Adobe Creative Suite: Illustrator, Photoshop, InDesign, Acrobat
- Microsoft Office: Word, Visio, PowerPoint, Excel
- Data Entry & Organization
- Professional & Interpersonal Communication
- Editing & Proofreading
- Schedule Management & Meeting Coordination
- Customer Service
- Onboarding/Training Support
- Record Keeping



# ROSS WOODS

## SUBJECT MATTER EXPERT AND CONSULTANT AT CAPITAL ACCESS, INC.

Ross Woods is an accomplished leader in program management, technology integration, and large-scale program delivery. He is skilled at partnering with government, nonprofit, and private stakeholders to design and implement innovative, sustainable programs. Known for advancing tech adoption, streamlining operations, and fostering high-performing teams, Ross delivers solutions that drive meaningful impact for clients and communities.

## SKILLS

- Advanced proficiency in Microsoft Excel, MS Office Suite, Salesforce, Power BI, Visio, Microsoft Dynamics, Google Analytics, Smartsheet, and Quickbase
- Data management and Analytics, including proficiency with SQL, R, and Python
- User Acceptance Testing
- AI prompt engineering and API Implementation
- Project Management and Agile Methodologies
- Change Management
- Federal cross-cutting grant management & compliance (CDBG, CDBG-DR, CDBG-MIT, CPF, URA)

## CONTACT

220 Locust Street, Suite 16C  
Philadelphia, PA 19106  
215.551.2000  
rwoods@capitalaccessinc.com

## EXPERIENCE

### Qualis Consulting LLC, Founded 2021, New York, NY | Founder & Principal Consultant

Apr 2025 - Present

- Lead a boutique consulting firm providing strategic, tech-enabled solutions across public, nonprofit, and private sectors, including grant management, product development, and operational modernization.
- Partner with government and nonprofit clients to design and implement compliant, high-impact programs.
- Advise on business process reengineering and digital transformation with a focus on sustainable, mission-driven, capacity-building outcomes.

### Community Development GrantWorks, New York, NY | Associate Vice President

Mar 2023 - Apr 2025

- Directed partnerships with government, nonprofit, and private stakeholders to manage large-scale program solutions, including over \$1B+ in grant-funded community development, infrastructure, and housing programs across multiple regions.
- Spearheaded operational improvements, including UI redesign and automation for 550+ projects, progress billing unlocking ~\$3M revenue, and revamped billing structures for accurate forecasting.
- Oversaw 75+ staff across six divisions, implementing retention and career advancement initiatives to strengthen organizational capacity.

### NYC Office of Technology and Innovation, New York, NY | Senior Program Manager, COVID-19 Technology Initiatives (Consultant) | Feb 2021 - Feb 2023

- Managed a 25-member team overseeing program management and quality assurance for NYC's VAX application, scaling 19 major releases that enabled 4.3M COVID-19 vaccinations across 2,500 sites.
- Directed provider management and support (onboarding, training, operations, analytics) while coordinating with City Hall and agencies to adapt the platform for emergent public health needs, including Monkeypox.
- Led agency support and user acceptance testing for the NYC Emergency Housing Voucher Case Tracker, integrating referrals across 13 agencies for streamlined tracking and reporting.

### NYC Mayor's Office of Housing Recovery Operations, New York, NY

Associate Director | Feb 2019 - Feb 2021

- Ensured regulatory compliance in administering NYC's \$2.2B CDBG-DR Build it Back housing recovery program.
- Directed organization-wide data management, analysis, and reporting to support program oversight.
- Managed special projects, including property acquisitions/buyouts, Duplication of Benefits coordination, and CDBG-DR grant closeout.

## EDUCATION

- Master of Business Administration, Economic Development, Eastern University, St. Davids, Pennsylvania, Graduated 2014
- Bachelor of Business Administration, Real Estate, University of Georgia, Athens, Georgia, Graduated 2006



# KELLY PETERSON

## ASSISTANT CONSULTANT CAPITAL ACCESS, INC.

Ms. Peterson has variety of experiences in Political Advocacy, GIS, and Public Programming and excited to apply these experiences to her work in the Technical Assistance field. Additionally, she has an undergraduate degree in Urban Planning, and is passionate about applying empathy and compassion to community development practices, ultimately creating sustainable and healthy communities. She has experience and education in policy research and database management, as well.

## EDUCATION

BA, Growth and Structure of Cities Certificate  
Bryn Mawr College, Bryn Mawr, PA

## CONTACT

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215.551.2000  
kpeterson@capitalaccessinc.com

## EXPERIENCE

### Capital Access, Inc., Philadelphia, PA | Assistant Consultant | Apr 2024 - Present

- Assist staff and consultants with communications, contracts, and special projects related to performance of TA activities
- Support the development of TA products such as procedure manuals, process maps, presentations, reports, and compliance tools to assist clients.
- Research regulatory questions, presentation topics and client questions related to performance of TA activities
- Manage completion and submission of Quarterly Performance Reports (QPRs)

### Aqua America, Bryn Mawr, PA | GIS Technician | Jun 2023 - Apr 2024

- Led the coordination efforts for Water Main Replacement Programs across eight states, using effective communication with state engineers to implement a streamlined system to capture and analyze critical project data and create accurate maps tracking all projects to support capital planning efforts.
- Applied advanced GIS techniques and tools to collect, analyze, and interpret spatial data to produce detailed maps.
- Collaborated with interdisciplinary teams to provide geospatial resources and data, contributing to informed decision-making processes across the company.

### Intelligent Transportation Society of America, Washington, D.C. | Policy Intern

#### May 2022 - Aug 2022

- Coordinated membership participation in advisory committees including Cybersecurity, Emerging Technologies, Smart Infrastructure, and V2X/Connected Transportation.
- Created data visualization map of Urban Air Mobility deployments using Tableau and presented research to ITSA members from state DOTs.
- Assisted in writing IIJA grant recommendations and guidance on subject matter for ITSA members.
- Attended congressional hearings and presented weekly executive summaries to transportation policy staff.

### Philadelphia Visitor Center Corporation, Philadelphia, PA

#### Public Programming Intern | Jan 2023 - Jun 2023

- Conducted historical research, cataloged archival documents, and created promotional materials to enhance the educational tour program at Philadelphia's City Hall.
- Curated and Led tours to educate visitors on city government functions and the architectural history of City Hall.
- Developed membership engagement by encouraging feedback from visitors to foster a positive public image and further develop the programs available at the visitor center.

## AREAS OF EXPERTISE AND SKILLS

- ArcGIS software and online applications
- Database management
- Coordination
- Research
- Microsoft Word



# NYKIA THOMAS

## ADMINISTRATIVE ASSISTANT AT CAPITAL ACCESS INC

Detail-oriented administrative and program support professional with experience managing complex schedules, correspondence, and special projects for executive leadership. Skilled at coordinating meetings and events, maintaining organized digital and physical files, and preparing materials for presentations and proposals. Experienced in providing high-level administrative support, training staff, and streamlining processes to ensure efficient operations in mission-driven environments.

## ADDITIONAL TRAINING

- Customer Service Skills and Techniques – August 2018
- Business Writing – August 2018
- HCV Specialist Course – September 2018
- SharePoint 2016 Technologies Introduction – April 2019
- Interpersonal Skills: Developing Effective Relationships – May 2019
- Grammar Refresher – June 2019
- Communicating Strategically – July 2019
- Professional Skills Certificate: Briefing and Presentation Skills and Critical Thinking for Problem Solving – September 2019

## CONTACT

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## EXPERIENCE

### Capital Access, Inc., Philadelphia, PA | HUD TA Administrative Assistant

July 2025 - Present

- Coordinate availability and schedule meetings between Capital Access staff, clients, and affiliate consultants.
- Organize and maintain digital files related to HUD Technical Assistance and private consulting engagements.
- Provide administrative support to Senior Consulting and Executive staff, including communications, coordination, proposal submissions, project management, and special assignments.
- Prepare materials for meetings, events, and presentations; take meeting notes and distribute action items.
- Proofread and edit outgoing correspondence, proposals, and marketing materials.
- Organize and maintain shared folders and standardized document templates.
- Participate in training programs related to organizational management systems.
- Support affiliate consultants and other functions related to HUD TA services.
- Perform other administrative duties as assigned.

### Department of Housing and Urban Development, Washington, DC | Office Assistant

July 2018 - April 2025

- Provided comprehensive administrative support to the Director and Senior Executive Service staff of the Office of Housing Choice Voucher Programs, managing calendars, correspondence, and high-profile communications including Congressional letters and program funding memoranda.
- Coordinated and supported events, VIP visits, ceremonies, and live or virtual meetings, ensuring smooth logistics and timely information sharing across departments.
- Drafted, reviewed, and formatted office correspondence, memoranda, and reports, ensuring accuracy, proper style, and compliance with departmental procedures.
- Conducted research, analysis, and reporting for housing program inquiries, special projects, and systems such as eVMS and PIH Electronic Clearance, providing guidance to staff and leadership.
- Trained and led incoming administrative personnel, delegated duties, and maintained continuity of operations during staff shortages, including cross-training with financial management processes.
- Managed tracking and dissemination of departmental correspondence, screened publications and policies for significance, and assisted with investigations related to lost or damaged property.

## EDUCATION

Kaplan University - April 2012 – December 2015

Bachelor of Science

Major: Human Services (Summa Cum Laude)

Bowie State University – September 2001

Major: Psychology & Sports Medicine



# ALEX CARTER

## CONSTRUCTION MANAGEMENT SYSTEMS AND ASSISTANT AT CAPITAL ACCESS INC

Consultant with experience supporting Fortune 500 companies, mid-market organizations, and federal, state, and local governments at the intersection of business, technology, and operations. Skilled in developing applications, streamlining processes, and designing tools that enhance workflows and improve organizational efficiency.

## AREAS OF EXPERTISE

- Strong social skills
- ERA & HUD experience
- Product development
- Product management
- Program operations
- Process improvement

## TECHNICAL SKILLS

- Tools: Jira, Figma, Sketch, Notion, SQL, Tableau, JavaScript, Excel + Visual Basic
- Training: Agile/Scrum, Web Development Boot Camp ('20), Product Management Boot Camp ('23)
- Domain Expertise: Social Personalization & Discovery, Podcasts, Twitter, Social Community

## CONTACT

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acarter@support.capgms.com

## EXPERIENCE

### Capital Access, Inc., Philadelphia, PA | Operations, Software development, Product Management | 2022 - Present

- Assisting with the operations and product management for home repair programs in Philadelphia and Bucks County
- Wrote a tool to automate the generation of over 100 invoices each month for HUD Technical Assistance related projects
- Assisted with Delaware County's emergency COVID rental relief program operations

### Apple Podcasts, San Francisco, CA | Contractor | 2018 - 2020

- Provided strategic input and work products for the redesign of podcasters.apple.comCreated documentation, managed newsletters, and identified a critical bug preventing power users from using Apple Podcasts
- Standing member of Apple Podcasts' weekly product, engineering, and design meeting

### Tiny Garage Labs (60dB), Palo Alto, CA | Operations | 2016 - 2017

- Hired by former Netflix executives to join their seed stage startup to create a 'Netflix for Podcasts' app; acquired by Google
- Operational responsibilities included product management, business development, user analysis, content curation, product design

### Product Hunt, San Francisco, CA | Podcast Community Owner | 2015 - 2016

- Selected to launch and run the most prominent community for podcast discovery and discussion on the internet
- Performed the roles of community manager, social media manager, customer support, and product + growth strategy
- Grew a weekly newsletter to 25k+ subscribers facilitating podcast discovery and news
- Hosted live chats with prominent figures, including Brian Koppelman (Billions, Super Pumped) and Kara Swisher (Recode)

### Knoma, Raleigh, NC | Co-Founder, Product Lead | 2013 - 2016

- Created the first social podcast app on the iPhoneEmpowered users to follow friends, like episodes, and listen/bookmark/favorite podcast episodes from a social home feed
- Personally ideated and implemented all product, design, and backend engineering

### Deloitte Consulting, Atlanta, GA | Consultant | 2009 - 2013

- Worked with clients spanning health plans, health providers, banks, governmental agencies, and mid-market companiesAssisted with contract proposals, requirements gathering, vendor analysis, and strategic roadmapping + planning
- Received highest annual rating (top 3%) and proposed internal initiatives granting access to the highest levels of leadership

## EDUCATION

B.S., Industrial Engineering

North Carolina State University, 2003-2008

- University Scholars Program, Ranking Student Senator, VP Engineering Student Council, Student Member Eng Foundation Board
- Worked with successful engineering alumni to raise awareness about management consulting and entrepreneurship

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## **PROFESSIONAL EXPERIENCE**

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**Principal Researcher, *Mathematica*, Princeton, NJ**  
2023-Present

**Evaluation Technical Assistance Team Lead, and New Technical Assistance Product Development, What Works Clearinghouse Technical Assistance for Studies of Effectiveness (2023-).** Direct a team of technical assistance (TA) liaisons providing TA to funded program evaluators to ensure they design and implement high-quality evaluations. Co-lead development of new TA products to help grantees of the Postsecondary Student Success Grant program and the broader community of postsecondary researchers.

**Project Director, Technical Assistance for Pennsylvania Evidence Resource Center (2023-).** Assist Pennsylvania Department of Education implement the Pennsylvania Evidence Resource Center (ERC). Develop reviews of the effectiveness of programs and practices to address the state's pressing education issues. Create briefs on state of evidence on topics such as effects of financial literacy instruction and of effective education programs for migrant youth.

**Partnership Project Director, Technical Assistance for South Dakota Chronic Absenteeism Project, Regional Educational Laboratory (REL) Central (2024-).** Develop tools and supporting materials to help staff at South Dakota Department of Education and a set of Local Education Agencies conduct implementation and impact evaluations of a state grant program to address chronic absenteeism.

**Deputy Task Lead, Regional Educational Laboratory (REL) Peer Review (2023-).** Create training opportunities for reviewers to learn about advanced techniques and review processes. Develop updated version of review handbook to guide all reviews of REL products. Serve as lead quality assurance reviewer to evaluate quality of reviews of REL products.

**Co-Lead, Practitioner Working Group, What Works Clearinghouse Tools, Online Assistance, Standards, and Training (2023-).** Co-ordinate work of organizing group of practitioners to improve reach and usefulness of WWC products.

**Quality Assurance Lead, What Works Clearinghouse (WWC) Preschool-to-Postsecondary Evidence Synthesis Task Order 7 (2024-).** Conduct final quality assurance reviews of study reviews for WWC Practice Guide to ensure accuracy and clarity.

**Quality Assurance Reviewer, What Works Clearinghouse (WWC) Preschool-to-Postsecondary Evidence Synthesis Task Orders Task Order 2 (2023-).** Conducted final quality assurance reviews of study reviews for WWC Practice Guide to ensure accuracy and clarity.

**Project Director and Overall Quality Assurance Director, Evaluation Dissemination and Technical Assistance (TA) Activities (2024-).** Lead and direct team providing direct evaluation TA to state workforce staff. Oversee development of evaluation and technical assistance resources for the U.S. Department of Labor (DOL).

**Lead, Older Americans Act (OAA) Health Promotion Evidence-Based Criteria Study (2024-).** Oversee Mathematica team work on evaluating and updating the OAA definition and criteria for Evidence-Based Programs (EBP) for health promotion. The project may include development of a new framework and protocols for EBP Review Process for Health Promotion Programs.

**Senior Advisor, Impact Evaluation of America's Promise Regional Sectoral Training Partnership Program (2023).** Served as advisor for analysis, presentation of results, and methodology. Helped to draft and edit final report and report briefs.

**Principal Associate, *Abt Associates*, Rockville, MD**

2019-2023

**Principal Investigator, Clearinghouse for Labor Evaluation and Research (CLEAR), Chief Evaluation Office, U.S. Department of Labor (2021-2023).** Oversees and provides thought leadership for the Department of Labor's systematic review of evidence related to workforce, employment, and earnings. Manages the processes and procedures related to the systematic review of studies, leads syntheses, spearheads communications and dissemination efforts, and manages coordination with other contractors on the investment.

**Study Review Specialist, Investing in Innovation (i3), U.S. Department of Education (2020-2021).** Conducts reviews of interim and final reports of grantees from ED's i3 program. Assess study quality, code study findings, and document study context and other features using the What Works Clearinghouse review standards and online review tool.

**Training and Technical Assistance Development, Investing in Innovation (i3), U.S. Department of Education (2020-2023).** Develops materials to identify best practices in study design and reporting, providing specific step-by-step guidance to help researchers improve their studies.

**Meta-Analysis Lead, Descriptive and Analytical Career Pathways Project, U.S. Department of Labor (2019-2023).** Directs and manages the coding of data from effectiveness studies of career pathways programs, ensuring accuracy and completeness. Leads the writing of the primary report, including review and assessment of all data, models, and study findings. Held weekly office hours for study review staff and project leadership to discuss methodological and substantive issues from studies. Developed study review guide to help study authors report information needed for inclusion in systematic reviews and meta-analyses.

**Systematic Review Lead, Evidence Based Practices Resource Center, Substance Abuse and Mental Health Services Administration (SAMHSA), U.S. Department of Health and Human Services (2019-2023).** Created and implemented literature review procedures, study review protocols, and study review guides for SAMHSA's Evidence-Based Practices Resource Center (EBPRC). Established processes for literature searches, study assessment, and synthesis, while overseeing technical aspects of the review and synthesis process. Holds weekly office hours for study review staff and Guide Leads to present and discuss methodological and substantive issues from studies.

**Senior Advisor, Study Design and Evaluation of Federal Technical Assistance: Regional Educational Laboratories and Comprehensive Centers (2020-2023).** Contributed to several different aspects of the large and complex design, including development of measures of capacity, drafting and reviewing components of design plans, contributing to development of approaches for elements of data collection and analysis, and helping to think through specific aspects of the broader effort.

**Senior Training and Communications Specialist, Prevention Services Clearinghouse, U.S. Department of Health and Human Services (2019-2023).** Leads the process of enhancing and improving training process for Prevention Services Clearinghouse reviewers, developing a suite of online training modules to provide opportunities to conduct reviews and to enhance transparency of PSC. Co-leads PSC's efforts to develop tools and resources that will aid users in finding and using the evidence and other information from studies and interventions presented in PSC. Serves as reviewer and reconciler of studies.

**Arizona Site Lead and Project Quality Assurance Advisor, Evaluation of the 2019-2022 Summer EBT Demonstration, Food and Nutrition Service, U.S. Department of Agriculture (2022-2023).** Led and coordinated field work in multiple disparate tribal areas of Arizona, establishing relationships with local staff, retailers, and parents, conducting interviews and focus groups, and coding data. Developing and overseeing quality assurance components of data work, report writing, and communications.

**Lead, Featured Postsecondary Study, What Works Clearinghouse (WWC)  
PEPPER, Institute of Education Sciences, U.S. Department of Education (2020-2021).** Leads project work for the WWC's Featured Postsecondary Study initiative, including scan of research literature, identification of studies for nomination, review publication, and communications with the Department.

**Evaluation and Analysis Specialist, Common Components of Successful Programs for At-Risk Youth, U.S. Department of Health and Human Services (2019-2021).**

Conducts research on "core components" approach to systematic evidence reviews. Authored practice guidelines and presented project to variety of audiences to demonstrate project and approach.

**Senior Research Scientist, *Institute of Education Sciences, U.S. Department of Education*, Washington, DC**

2016-2019

- Directed all operations of the Institute of Education Sciences' What Works Clearinghouse (WWC), the U.S. Department of Education's resource of evidence on education effectiveness.
- Managed more than \$11 million in government contacts and direct the work of more than 200 WWC contractors, leading the Clearinghouse's efforts on all projects, ensuring the highest standards for product quality, consistency, and timeliness.
- Led the WWC's strategic planning for the investment's overall approach to evidence generation and dissemination.
- Spearheaded evidence-related initiatives with partners across government, both domestic and international, as well as foundations, professional associations, and non-profit organizations.
- Led a team of three research and program staff, coordinating WWC efforts with those across IES, as well as within the Department of Education more broadly.
- Represented the WWC to Congress, executive branch leadership, partners, and external stakeholders through written and oral communication.

**Director, Substance Use and Mental Health Program, *Vera Institute of Justice*, New York, NY**

2014-2015

- Conducted evaluation of the nation's first Social Impact Bond program, the Adolescent Behavior Learning Experience (ABLE) program for adolescents at the Rikers Island jail, including:
  - Collaborating to establish the research design, including matched cohorts to assess both change over time and evaluate non-program changes;
  - Data collection and preparation, including obtaining records from the NYC Department of Correction, Department of Health and Mental Hygiene, New York Police Department, and the ABLE program provider;
  - Statistical analysis, including the propensity score matching techniques to establish comparable groups of incarcerated youth and comparison over time; and,
  - Communication, including writing all reports, analysis notes, internal technical reports, and presentations for stakeholders.
- Managed an interdisciplinary staff of four researchers and attorneys comprising the Substance Use and Mental Health (SUMH) program, and other research staff across Vera.
- Led strategic efforts to identify, develop, and implement ideas for new work; advanced existing policy evaluation projects; created proposals to fund the work of the SUMH program.

**Senior Research Analyst, *Langer Research Associates*, New York, NY**

2013-2014

- Led all phases of research and communication related to a variety of survey research-based initiatives for clients, including international NGOs, nonprofits, and domestic and international media.
- Created research products tailored for television, web, radio, and print.
- Developed new lines of work and revenue for the organization, including successful initiatives with the United Nations and with local New York City-based nonprofits.

**Clinical Associate Professor of Sociology, *New York University*, New York, NY**

2012-2013

- Designed and helped to institute a new master's degree program, the Applied Quantitative Research (AQR) program within NYU's Department of Sociology
- Established partnerships with numerous local nonprofits to connect students to opportunities to conduct research and analysis to improve the social and economic well-being of the communities they serve.
- Created new data-focused initiatives, including the Datathon on Climate Change and Urban Resiliency, a 24-hour competitive data event to explore how social and meteorological data can be combined to enhance research on climate change and cities.

**Director, Quantitative Methods in the Social Sciences (QMSS) M.A. Program, *Columbia University*, New York, NY**  
2002-2012

- Led the Quantitative Methods in the Social Sciences (QMSS), Columbia University's interdisciplinary applied research methods graduate program for a decade of continuous improvement and growth.
- Created new degree programs to expand course offering and attract new students, including dual degree programs with Columbia's School of International and Public Affairs.
  - Developed a suite of new courses to expand the skills of students in the program, including courses on geography and GIS analysis, data sciences, advanced causal techniques, and the methodology of exit polling.
- Directed organizational change in the program through introducing applied evaluation focus, connecting students with hands-on opportunities to contribute to research studies.
  - Established a Research Fellows program to connect students in the program with faculty research projects as a way to enhance students' real-world research skills and help them develop projects for their theses.
- Methods-focused short courses, tailored to the needs of specific domestic and international audiences, training participants in statistical and analytical techniques (see listing below).
- Created initiatives to connect enrolled students with external evaluation and research organizations, leading to employment after graduation.
- Led efforts to connect students to work in the community designed to improve the social and economic well-being of the city, such as the New York City Homeless Enumeration or an assessment of the impact of the programs of the Center for Employment Opportunities.
- Co-founded Built Environment and Health (BEH) Research Group interdisciplinary research team studying the influence of features of the urban environments on obesity.
  - Created unique data resources from numerous government, nonprofit, and private data sources to examine how the social and physical environment affect activity, diet, and overall well-being.
  - Established record of publication, presentation, and policy briefing on issues including park access, quality of food sources, urban design to promote activity, and fast food access among school students.

## Training and Short Courses

**El Colegio de México.** Mexico City, Mexico, June 2011. One-week intensive course on new innovations in causal analysis and the analytical techniques that allow stronger causal inference in social science data. Part of El Colegio's *Talleres de Verano* program.

**Columbia University Global Center.** Amman, Jordan, December 2010. Two-week intensive course on theories and research methodologies of social science. Offered to more than 20 researchers from Jordanian ministries, research institutions, and NGOs.

**Ecole des Hautes Études en Santé Publique (EHESP – French School of Public Health).** Paris, France. November 2010. Three-day workshop on new techniques and perspectives on causality in social scientific research. The audience was 20 students enrolled in a Masters of Public Health program at EHESP.

**Scholar Rescue Fund, Iraqi Scholars in Exile.** Amman, Jordan. January 2010. Three-day training on research and perspectives on higher education systems in post-conflict regions. Attendees were more than 45 Iraqi scholars in exile, sponsored by the Scholar Rescue Fund and USAID.

**Ford Summer Workshops.** New York City, July 2008 and 2009. Two-week course on advanced research methods and causal techniques for doctoral students studying Higher Education. Offered to more than 20 doctoral students from American universities.

**Kazakhstan School of Public Health.** Almaty, Kazakhstan. May 2009. Weeklong course on biostatistics and social science research methods. Offered to more than 30 professionals in the field of health, health services, and medicine.

## Education

- 1999 Ph.D., Sociology and Demography, University of Pennsylvania
- 1992 A.M., Demography, University of Pennsylvania
- 1991 B.A., *cum laude*, Sociology and Mathematics, Trinity University

## Selected Publications

Nutter, R., Enver, A., Porowski, A., Wei, W., **Weiss, C.** & Chanhatalip, C. (2024). “Evaluation of the 2019-2022 Summer EBT Demonstration.” Report prepared for Office of Policy Support, Food and Nutrition Service, U.S. Department of Agriculture. Washington, DC: Abt Associates.

Spitzer, A., English, B., Williams, B., Thal, D., Marks-Anglin, A., **Weiss, C.C.**, Bellotti, J., & Berk, J. (2024). “The Impact of Regional Sectoral Training Partnerships: Findings from America’s Promise.” Report submitted to the U.S. Department of Labor. Washington, DC: Mathematica.

Peck, L.R., Schwartz, D., Strawn, J., **Weiss, C.C.**, Juras, R., Mills de la Rosa, S., Greenstein, N., Morris, T., Durham, G., & Lloyd, C. (2021). A Meta-Analysis of 46 Career Pathways Impact Evaluations. Report prepared for the U.S. Department of Labor, Chief Evaluation Office. Rockville, MD: Abt Associates.

**Weiss, C.**, Wilson, S.J., Francis, K., Hyra, A., & Norvell, J. (2021). Improving Social Competence Programs for Children and Youth: Recommendations for Aligning Programs with Evidence on Core Components. Office of the Assistant Secretary for Planning and Evaluation, U.S. Department of Health and Human Services.

Francis, K., Wilson, S.J., Hyra, A., **Weiss, C.**, & Norvell, J. (2020). Improving Programs for Children and Youth that Address Behavior Problems: Recommendations for Aligning Programs with Evidence on Core Components. Office of the Assistant Secretary for Planning and Evaluation, U.S. Department of Health and Human Services.

Parsons, J., **Weiss, C.** & Wei, Q. (2016). Impact Evaluation of the Adolescent Behavioral Learning Experience (ABLE) Program. New York: Vera Institute of Justice.

**Weiss, C.C.**, & García, E. (2015). Student engagement and academic performance in Mexico: Evidence and puzzles from PISA. *Comparative Education Review*, 59(2): 305-331.

Amaral, E.F.D., Gonçalves, G.Q., and **Weiss, C.C.** (2014). The Impact of Brazil's *Bolsa Família* Program on School Attendance, Age-Grade Discrepancy, and Child Labor, 2010. *Journal of Social Science for Policy Implications*, 2(1): 101-125.

Hill, J.L., **Weiss, C.C.**, & Zhai, F. (2011). Challenges with propensity score strategies in a high-dimensional setting and a potential alternative. *Multivariate Behavioral Research*, 46(3): 477-513.

Neckerman, K.M. & **Weiss, C.C.** (2011). "Tobacco-Dependent Communities and Tobacco Control Policy." In P.S. Bearman, K.M. Neckerman, & L. Wright (Eds.) *After Tobacco: What Would Happen if Americans Stopped Smoking?* New York: Columbia University Press.

**Weiss, C.C.**, Purciel, M., Bader, M., Quinn, J.W., Lovasi, G.S., Neckerman, K.M., & Rundle, A. (2011). Reconsidering access: Park facilities and the social environment in New York City. *Journal of Urban Health*, 88(2): 297-310.

Adger, J. & **Weiss, C.C.** (2011) Why place matters: Exploring county-level variations in death sentencing in Alabama *Michigan State Law Review* 2011(3): 659-704.

**Weiss, C.C.** & Baker-Smith, E.C. (2010). Eighth grade school form and resilience in the transition to high school: A comparison of middle schools and K-8 schools. *Journal of Research on Adolescence* 20(4): 825-839.

Weiman, D.F. & Weiss, C.C. (2009). "The Origins of Mass Incarceration in New York State: The Rockefeller Drug Laws and the Local War on Drugs." In Steven Raphael and Michael A. Stoll (Eds.) *Do Prisons Make Us Safer: The Benefits and Costs of the Prison Boom*. Russell Sage Foundation.

Lovasi, G.S., Neckerman, K.M., Quinn, J.W., **Weiss, C.C.**, and Rundle, A. (2009). Effect of individual or neighborhood disadvantage on the association between neighborhood walkability and body mass index. *American Journal of Public Health*. 99(2): 279-284.

**Weiss, C.C.** and Bearman, P.S. (2007). Fresh starts: Reinvestigating the effects of the transition to high school on student outcomes. *American Journal of Education*. 113(3): 395-421.

**Weiss, C.C.**, and Kipnes, L.B. (2006). Re-examining middle school effects: A comparison of middle grades students in middle schools and K-8 schools. *American Journal of Education* 112(2): 239-272.

**Weiss, C.C.** (2001). Difficult starts: Turbulence in the school year and its impact on urban students' achievement. *American Journal of Education* 109(2): 196-227.

## ATTACHMENTS

The following pages include the attachments referenced in this proposal, presented in the order listed below.

- Attachment A: Task Orders & Pricing
- Attachment B: Instructions to vendor
- Attachment C: General Terms & Conditions of Contract
- Attachment D: Location of Workers by Vendor
- Attachment E: HUB Info
- Attachment F: Signature
- Attachment G: Lobbying disclosure form
- Attachment H: Examples
- Financial Statements

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## ATTACHMENT B: NORTH CAROLINA INSTRUCTIONS TO VENDORS

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### I. READ, REVIEW AND COMPLY

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

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

### II. REQUEST FOR OFFERS

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

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

The Contract is a separate document that represents the Vendor's and the State's entire agreement. If Your bid is accepted and results in a Contract, You will be expected to accept the North Carolina General Terms And Conditions included in the Solicitation document as part of the Contract. Depending upon the good or service being offered, other terms and conditions may apply.

### III. DUTY TO INQUIRE

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

### IV. DEFINITIONS, ACRONYMS AND ABBREVIATIONS

The following definitions, acronyms, and abbreviations may be used within the Solicitation document.

- 1. AGENCY SPECIFIC TERM CONTRACT:** A contract generally intended to cover all normal requirements for a commodity for a specified period of time based on estimated quantities for a single entity.
- 2. ADDENDUM:** a document issued to supplement or modify the original Solicitation document. Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope changes to the Solicitation.
- 3. BAFO:** Best and Final Offer, submitted by a Vendor to alter its initial bid, made in response to a request by the issuing agency.
- 4. BUYER:** The employee of the State or Other Eligible Entity that places an order with the Vendor.
- 5. COMMUNITY COLLEGE:** Any of the fifty-eight (58) public North Carolina Community Colleges.
- 6. CONTRACT:** A contract resulting from or arising out of Vendor responses to this Solicitation.

**7. CONTRACT ADMINISTRATOR:** A representative of the Agency who is responsible for the functions that are performed after all parties have signed a contract, including any modifications to the contract.

**8. CONTRACT MANAGER:** A representative of the agency or awarded vendor who ensures compliance with the contract terms and conditions while giving attention to the achievement of the stated output and outcome of the contract.

**9. ELECTRONIC VENDOR PORTAL (eVP):** System for vendors to do business with the State of North Carolina, including registering to do business, responding to bid opportunities, and certifying as a HUB and/or NCSBE.

**10. E-PROCUREMENT SERVICES:** The program, system, and associated services through which the State conducts electronic procurement.

**11. FOB-DESTINATION:** Title changes hand from Vendor to purchaser at the destination point of the shipment; Vendor owns the commodity in transit and files any claims. Vendor pays all freight and any related transportation charges. A Solicitation may request that a Vendor separately identify freight charges in its bid, but no amount or charge not included as part of the total bid price will be paid.

**12. HUB:** Historically Underutilized Business <https://ncadmin.nc.gov/businesses/hub>

**13. IFB:** Invitation for Bids (a type of Solicitation document)

**14. LOT:** A grouping of similar products within this Solicitation document.

**15. OFFER:** the bid or proposal submitted in response this Solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.

**16. OFFEROR:** the single legal entity submitting the Offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.

**17. ON-TIME DELIVERY:** The delivery of all items within a single order to the receiving point designated by the ordering entity within the delivery time required.

**18. PROCUREMENT LEAD:** Representative of the agency identified on the first page of the Solicitation document who will correspond with potential Vendors concerning Solicitation issues, will contract with the Vendor providing the best offer to the State, and is the individual who will administer the Contract for the State.

**19. QUALIFIED BID/PROPOSAL:** A responsive bid submitted by a responsible Vendor.

**20. RESPONSIBLE:** Refers to a Vendor who demonstrates in its Offer that it has the capability to perform the requirements of the Solicitation.

**21. RESPONSIVE:** Refers to an Offer that conforms to the Requirements of the Solicitation in all respects to be considered by the State for award.

**22. RFI:** Request for Information (an information gathering tool that does not result in a contract)

**23. RFP:** Request for Proposals (a type of Solicitation document)

**24. RFP:** Request for Pre-Qualifications (a type of Solicitation document)

26. **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.

27. **STATE AGENCY:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, institutions, boards, commissions, universities, and units of the State.

28. **STATE DEPARTMENTS:** Department of Administration, Department of Agriculture and Consumer Services, Department of Commerce, Department of Natural and Cultural Resources, Department of Environmental Quality, Department of Health and Human Services, Department of Information Technology, Department of Insurance, Department of Justice, Department of Labor, Department of Military and Veteran Affairs, Department of Public Instruction, Department of Public Safety, Department of Revenue, Department of State Treasurer, Office of the Secretary of the State, Department of Transportation, Wildlife Resources Commission, Office of Budget and Management, Office of the Governor, Office of the Lieutenant Governor, Office of The State Auditor, Office of the State Controller.

29. **VENDOR:** The supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Solicitation document. Following award of a contract, the term refers to an entity receiving such an award.

30. **WORK:** All labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.

31. **YOU and YOUR:** Offeror.

## **V. INTERPRETATION OF TERMS AND PHRASES**

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

## **VI. BID SUBMISSION**

1. **VENDOR'S REPRESENTATIVE:** Each Vendor shall submit with its bid the name, address, and telephone number of the person(s) with authority to bind the Vendor and answer questions or provide clarification concerning the Vendor's bid.
2. **SIGNING YOUR OFFER:** Every Offer must be signed by an individual with actual authority to bind the Offeror.
  - a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm.
  - b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner.
  - c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign.

d) An Offer may be submitted by a joint venture involving any combination of individuals, partnerships, or corporations. If the Offeror is a joint venture, the Offer must be submitted in the name of the Joint Venture and signed by every participant in the joint venture in the manner prescribed in paragraphs (a) through (c) above for each type of participant.

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

3. **EXECUTION:** Failure to sign the Execution Page (numbered page 1 of the Solicitation document) in the indicated space may render an Offer nonresponsive, and it may be rejected.

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

5. **BID IN ENGLISH and DOLLARS:** Offers submitted in response to this Solicitation shall be in the English language and in US dollars, unless otherwise permitted by the Solicitation.

6. **LATE BIDS:** Late bids, regardless of cause, will not be opened or considered, and will automatically be disqualified from further consideration. It shall be the Vendor's sole responsibility to ensure delivery at the designated office by the designated time.

a) Vendor shall bear the risk for late submission due to unintended or unanticipated delay— whether submitted electronically, delivered by hand, U.S. Postal Service, courier or other delivery service. It is the Vendor's sole responsibility to ensure that its bid has been received by this Office by the specified time and date of opening. The date and time of submission will be marked on each bid when received, and any bid received after the bid submission deadline will be rejected.

b) For proposals submitted via U.S. mail, please note that the U.S. Postal Service generally does not deliver mail to a specified street address but to the State's Mail Service Center. Vendors are cautioned that proposals sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the agency's purchasing office on the due date in time to meet the proposal deadline. All Vendors are urged to take the possibility of delay into account when submitting a proposal by U.S. Postal Service, courier, or other delivery service.

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

8. **CONTENTS OF OFFER:**

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

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

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

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

10. **CLARIFICATION:** The State may elect to communicate with You after bid opening for the purpose of clarifying either Your Offer or the requirements of the Solicitation. Such communications may be conducted only with Offerors who have submitted an Offer which obviously conforms in all material aspects to the Solicitation. Clarification of an Offer must be documented in writing and included with the Offer. Clarifications may not be used to revise an Offer or the Solicitation.

11. **ACCEPTANCE AND REJECTION:** The State reserves the right to reject any and all bids, to waive any informality in bids and, unless otherwise specified by the Vendor, to accept any item in the bid.

12. **BASIS FOR REJECTION:** Pursuant to 01 NCAC 05B .0501, 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 requirements 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 any other determination that the proposed requirement 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.

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

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

15. **COST FOR BID OR PROPOSAL PREPARATION:** Any costs incurred by Vendor in preparing or submitting Offers are the Vendor's sole responsibility.

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

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

18. **CERTIFICATE TO TRANSACT BUSINESS IN NORTH CAROLINA:** As a condition of Contract award, each out-of-State Vendor that is a corporation, limited-liability company, or limited-liability partnership shall have received, and shall maintain throughout the term of The Contract, a Certificate of Authority to Transact Business in North Carolina from the North Carolina Secretary of State, as required by North Carolina law. A State contract requiring only an isolated transaction completed within a period of six months, and not in the course of a number of repeated transactions of like nature, shall not be considered transacting business in North Carolina and shall not require a Certificate of Authority to Transact Business.

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

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

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

21. **RECIPROCAL PREFERENCE:** G.S. 143-59 establishes a reciprocal preference requirement to discourage other states from favoring their own resident Vendors by applying a percentage increase to the price of any bid from a North Carolina resident Vendor. To the extent another state does so, North Carolina applies the same percentage increase to

the bid of a Vendor resident in that state. Residency is determined by a Vendor's "Principal Place of Business," defined as that principal place from which the overall trade or business of the Vendor is directed or managed.

22. **INELIGIBLE VENDORS:** As provided in G.S. 147-86.59 and G.S. 147-86.82, the following companies are ineligible to contract with the State of North Carolina or any political subdivision of the State:

a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and

b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81. A contract with the State or any of its political subdivisions by any company identified in a) or b) above shall be void *ab initio*.

23. **VALID TAXPAYER INFORMATION:** All persons or entities desiring to do business with the State must provide correct taxpayer information on North Carolina specified forms. The Substitute W-9 and Instructions are here: [https://files.nc.gov/ncosc/documents/NCAS\\_forms/State\\_of\\_North\\_Carolina\\_Sub\\_W-9\\_01292019.pdf](https://files.nc.gov/ncosc/documents/NCAS_forms/State_of_North_Carolina_Sub_W-9_01292019.pdf)

24. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** The North Carolina electronic Vendor Portal (eVP) allows Vendors to electronically register free with the State to receive electronic notification of current procurement opportunities available as well as notifications of status changes to those Solicitations. Online registration and other purchasing information is available at the following website: <https://evp.nc.gov>.

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

26. **TABULATIONS:** Bid tabulations can be electronically retrieved at the Electronic Vendor Portal (eVP), <https://evp.nc.gov>. Tabulations will normally be available at this web site not later than one working day after the bid opening. If negotiation is anticipated under 01 NCAC 05B.0503, pricing may not be public until award. Lengthy or complex tabulations may be summarized, with other details not made available on eVP. Requests for additional details or information concerning such tabulations cannot be honored.

27. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the State will maintain as confidential trade secrets in bids that the Vendor does not wish disclosed. As a condition to confidential treatment, each page containing trade secret information shall be identified in boldface at the top and bottom as "CONFIDENTIAL" by the Vendor, with specific trade secret information enclosed in boxes, marked in a distinctive color or by similar indication. Cost information shall not be deemed confidential under any circumstances. Regardless of what a Vendor may label as a trade secret, the determination whether it is or is not entitled to protection will be determined in accordance with G.S. 132-1.2. Any material labeled confidential constitutes a representation by the Vendor that it has made a reasonable effort in good faith to determine that such material is, in fact, a trade secret under G.S. 132-1.2. Vendors are urged to limit the marking of information as a trade secret or as confidential so far as is possible. If a legal action is brought to require the disclosure of any material so marked confidential, the State will notify Vendor of such action and allow Vendor to defend the confidential status of its information.

28. **COMMUNICATIONS BY VENDORS:** In submitting its bid, the Vendor agrees not to discuss or otherwise reveal the contents of its bid to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this Solicitation. All Vendors are forbidden from having any communications with the

using or issuing agency, or any other representative of the State concerning the Solicitation, during the evaluation of the bids (i.e., after the public opening of the bids and before the award of the Contract), unless the State directly contacts the Vendor(s) for purposes of seeking clarification or another reason permitted by the Solicitation. A Vendor shall not: (a) transmit to the issuing and/or using agency any information commenting on the ability or qualifications of any other Vendor to provide the advertised good, equipment, commodity; (b) identify defects, errors and/or omissions in any other Vendor's bid and/or prices at any time during the procurement process; and/or (c) engage in or attempt any other communication or conduct that could influence the evaluation or award of a Contract related to this Solicitation. Failure to comply with this requirement shall constitute sufficient justification to disqualify a Vendor from a Contract award. Only those communications with the using agency or issuing agency authorized by this Solicitation are permitted.

29. **INFORMAL COMMENTS:** The State shall not be bound by informal explanations, instructions or information given at any time by anyone on behalf of the State during the competitive process or after award. The State is bound only by information provided in writing in this Solicitation document and in formal Addenda.

30. **PROTEST PROCEDURES:** When a Vendor wishes to protest a contract awarded by the Division of Purchase and Contract or awarded by an agency when the award amount exceeds the agency's general delegation and the contract is not subject to a special delegation or exemption, a Vendor shall submit a written request addressed to the State Purchasing Officer at: Division of Purchase and Contract, 1305 Mail Service Center, Raleigh, NC 27699-1305.

When a Vendor wishes to protest a contract awarded by an agency when the award amount is less than an agency's general delegation or when the contract is subject to a special delegation or exemption the Vendor shall submit a written request to protest to the purchasing officer of the agency that issued the award.

The protest request must be received in the proper office within thirty (30) consecutive calendar days from the date of the Contract award. Protest letters shall contain specific grounds and reasons for the protest, how the protesting party was harmed by the award made and any documentation providing support for the protesting party's claims.

**Note:** Contract award notices are sent only to the Vendor actually awarded the contract, and not to every person or firm responding to a Solicitation. Award notices are posted on eVP at <https://evp.nc.gov>. All protests will be handled pursuant to the North Carolina Administrative Code, 01 NCAC 05B .1519.

31. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this Solicitation or those in any resulting Contract documents, the order of precedence shall be (high to low) (1) any special terms and conditions specific to this Solicitation document, including any negotiated terms, (2) requirements and specifications and administration, (3) North Carolina General Terms and Conditions in North Carolina General Terms And Conditions, (4) Instructions To Vendors, (5) Pricing, and (6) Vendor's Bid.

32. **ADDENDA:** Critical updated information may be included in Addenda to the Solicitation. It is important that all Vendors bidding on the Solicitation periodically check for any Addenda that may be issued prior to the bid opening date. All Vendors shall be deemed to have read and understood all information in the Solicitation document and all Addenda thereto. Vendors are also responsible for obtaining and complying with all Addenda and other changes that may be issued concerning the Solicitation.

33. **ORAL EXPLANATIONS NON-BINDING:** Oral explanations or instructions will not be binding. Any information given a prospective Offeror concerning a Solicitation will be furnished promptly to all other prospective Offerors as an Addendum to the Solicitation, if that information is necessary for submitting offers or if the lack of it would be

prejudicial to other prospective Offerors. See clause herein entitled "Duty to Inquire." The State will not identify You in its answer to Your question.

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

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

**ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS****1. PERFORMANCE:**

- a) It is anticipated that the tasks and duties undertaken by the Vendor under the contract which results from the State solicitation in this matter (Contract) shall include Services, and/or the manufacturing, furnishing, or development of goods and other tangible features or components, as deliverables.
- b) Vendor agrees to perform under the Contract in at least the same or similar manner provided to comparable users and customers. The State shall notify the Vendor of any defects or deficiencies in performance or failure of deliverables to conform to the standards and specifications provided in this Contract. Vendor agrees to timely remedy defective performance or any nonconforming deliverables on its own or upon such notice provided by the State.
- c) Vendor has a limited, non-exclusive license to access and use State Data provided to Vendor, but solely for performing its obligations under and during this Agreement and in confidence as further provided for herein or by law.
- d) Vendor or its suppliers, as specified and agreed in the Contract, shall provide support assistance to the State related to all Services performed or other deliverables procured hereunder during the State's normal business hours. Vendor warrants that its support, customer service, and assistance will be performed at a minimum in accordance with generally accepted and applicable industry standards.
- e) The State may document and take into account in awarding or renewing future procurement contracts the general reputation, performance, and performance capabilities of the Vendor under this Contract as provided by G.S. 143-52 and 143-135.9 (a) and (b) (Best Value).

**2. DEFAULT AND TERMINATION.**

- a) In the event of default by the Vendor, the State may, as provided by NC law, procure goods and services necessary to complete performance hereunder from other sources and hold the Vendor responsible for any excess cost occasioned thereby. See, G.S. 25-2-712. In addition, and in the event of default by the Vendor under the Contract, or upon the Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Vendor, the State may immediately cease doing business with the Vendor, terminate the Contract for cause, and take action to recover relevant damages, and if permitted by applicable law, debar the Vendor from doing future business with the State. 01 NCAC 05B.1520.
- b) Liquidated damages for not completing the work within 150 calendar days for reconstruction projects, 60 calendar days for MHU replacement projects, 30 calendar days for demolition projects, and 30 calendar days for rehabilitation projects with a scope <\$50,000, 60 calendar days for rehabilitation projects with a scope >\$50,000 and <\$100,00, 90 calendar days for rehabilitation projects with a scope >\$100,000 and <\$150,000, 120 calendar days for rehabilitation projects with a scope >\$150,000 commencing on the date specified in written Notice to Proceed, including all officially approved extensions thereto, are to be One Hundred Dollars and No/100 (\$100.00) PER DAY, per individually assigned Project. The Contractor may be liable for liquidated damages in the amount of One Hundred Dollars and No/100 (\$100.00) PER DAY, per affected Project, if Contractor fails to complete the work within the contracted period. If, through any cause, Vendor shall fail to fulfill in a timely and proper manner the obligations under the Contract, including, without limitation, in these North Carolina General Terms and Conditions, the State shall have the right to impose liquidated damages per affected Project as described herein, issue a Stop Work Order requiring Vendor to immediately Stop Work on any or all of Vendor's Projects, demand return of expended funds, and/or terminate the Contract by giving at least five days written notice to the Vendor and specifying the effective date thereof. In the event of a Stop Work Order or a Contract termination, any or all finished or unfinished deliverables that are prepared by the Vendor under the Contract shall, at the option of the

State, become the property of the State until such time as the State can identify another Vendor to complete the work (and shall include any applicable Vendor license and permits to the extent necessary for the State to use such property), and the Vendor may be entitled to receive just and equitable compensation for any acceptable deliverable completed (or partially completed at the State's sole discretion) as to which such option is exercised. Notwithstanding, Vendor shall not be relieved of liability to the State for damages sustained by the State by virtue of any breach of the Contract, and the State may withhold any payment due the Vendor for the purpose of setoff until such time as the exact amount of damages due the State from such breach can be determined. The State, if failing to receive proper performance or provision of goods deliverables, or if documented Vendor Services performance issues exist, under this Contract, may make a claim upon the Vendor's surety. G.S. 143-52(a); 01 NCAC 05B.1521; G.S. 25-2-609. If this Contract contemplates deliveries or performance over a period of time, the State may terminate this Contract for convenience at any time by providing 30 days' notice in writing from the State to the Vendor. In that event, any or all finished or unfinished deliverables prepared by the Vendor under this Contract shall, at the option of the State, become its property, and under any applicable Vendor license and permits to the extent necessary for the State to use such property. If the Contract is terminated by the State for convenience, the State shall pay for those items or Services for which such option is exercised, less any payment or compensation previously made.

- c) The State may terminate this Contract, and any Scope of Work/Task Order assigned under this Contract, immediately upon discovery of the Vendor's commission of fraud.
- d) This Contract may be terminated at any time by mutual agreement of the State and the Vendor, to be effective upon a date agreed to by the State and the Vendor.
- e) If funds for the project become unavailable for any reason, including without limitation, a change in state or federal laws, the State shall have the right to terminate this Contract, and any Scope of Work/Task Order assigned thereto, after giving Vendor written notice of termination at least 5 calendar days in advance of the termination date. The notice of termination shall contain the effective termination date of this Contract. Upon notice, the Vendor shall not expend any funds without the State's express written authorization.
- f) The Vendor acknowledges and agrees that the rights and remedies of the State as set forth herein and elsewhere in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

### **3. INTERPRETATION, CONFLICT OF TERMS.**

- a) The definitions in the Instructions to Vendors in the relevant solicitation for this Contract, and in 01 NCAC 05A.0112 are specifically incorporated herein.
- b) If federal funds are involved in the transactions under this Contract, the Vendor shall comply with all applicable state and federal requirements and laws, except where State requirements are more restrictive. See the additional federal requirements included in the "Federal Funds Provisions" section below.
- c) "Purchasing Agency" herein is as defined in 01 NCAC 05A.0112, except that if this Contract has been entered into by the NC Department of Administration, Division of Purchase and Contract (P&C) as indicated in the Contract (e.g., a State Term Contract), then P&C will then be a Purchasing Agency for the purposes herein and in the Federal Funds Provisions, below.
- d) Contracts made in contravention of General Statutes, Chapter 143, Article 3 and the Rules in 05 NCAC Chapter 5, are void. G.S. 143-58.
- e) In cases of conflict between specific provisions in this Contract and any other referenced documents, the Order of Precedence shall be (high to low) (1) any special terms and conditions specific to this Contract, including any negotiated terms; (2) requirements, specifications and administrative terms; (3) these

NORTH CAROLINA GENERAL TERMS AND CONDITIONS, including the Federal Funds Provisions; (4) Definitions and other provisions in INSTRUCTIONS TO VENDORS in this solicitation, which is specifically incorporated in this Contract; (5) PRICING, and (6) Vendor's Bid, to the extent specifically and mutually incorporated into this Contract.

- f) In the event of conflict of terms between applicable provisions of the Federal Funds Provisions and the other provisions of these North Carolina General Contract Terms and Conditions, the more restrictive provision will govern.

**4. GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the goods, material, quality, workmanship, or performance of the Services offered, prior to acceptance, it shall be the responsibility of the Vendor to notify the State Contract Lead or Administrator indicated in the Contract at once, in writing, indicating the specific regulation which requires such alterations. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.

**5. AVAILABILITY OF FUNDS:** Any and all payments to the Vendor shall be dependent upon and subject to the availability of funds appropriated or allocated to the agency for the purpose set forth in the Contract, including the availability of federal funds intended for the purpose set forth in the Contract.

**6. TAXES:** Any applicable taxes shall be invoiced as a separate item.

- a) G.S. 143-59.1 bars the Secretary of Administration from entering into Contracts with Vendors if the Vendor or its affiliates meet one of the conditions of G.S. 105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G.S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the Vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the proposal document the Vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.
- b) The agency(ies) participating in the Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Vendor will be executed and returned by the using agency.
- c) Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.

**7. SITUS AND GOVERNING LAWS:**

- a) This Contract is made under and shall be governed by and construed in accordance with the laws of the State of North Carolina, including, without limitation, the relevant provisions of G.S. Chapter 143, Article 3, and the Rules in 01 NCAC Chapter 05, and any applicable successor provisions, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract, tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined. G.S. 22B-3.
- b) Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with the Contract, including those of federal, state, and local agencies having jurisdiction and/or authority, and including, without limitation, the applicable requirements in the Federal Funds Provisions, below.
- c) Non-resident Vendor corporations not formed under NC law must be domesticated in the Office of the NC Secretary of State in order to contract with the State of North Carolina. G.S. 55A-15-01.

**8. NON-DISCRIMINATION COMPLIANCE:**

- a) The Vendor will take affirmative action in complying with all State requirements and laws concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees

without regard to discrimination by reason of race, color, religion, sex, national origin or disability or rights, such as preserved by Governor Roy Cooper Order E.O. 24 or 25, and will take necessary action to ensure that its internal employee policies and procedures are consistent with Executive Order #82 (Roy Cooper, December 6, 2018), which extends workplace protections and accommodations to pregnant employees.

b) Federal Law, such as the following, applies as provided for therein: Titles VI and VII of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (prohibiting discrimination on the basis of race, color, national origin and ensuring that individuals are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age); Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 et seq.) (prohibiting discrimination on the basis of sex); Titles I, II, III, IV, and V of the Americans with Disabilities Act of 1990 (prohibiting discrimination on the basis of disability); Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) (prohibiting discrimination on the basis of handicap); the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 et seq.) (prohibiting age discrimination); and Section 109 of the Housing and Community Development Act of 1974, as amended.

**9. PAYMENT TERMS:** Payment terms are net not later than 30 days after receipt of a correct invoice or acceptance of goods, whichever is later. The Procuring Agency is responsible for all payments to the Vendor under the Contract. Payment by some agencies may be made by procurement card. If the Vendor accepts Visa, MasterCard, etc., from other customers, it shall accept procurement card payment by the State under the terms provided for the procurement card. 01 NCAC 05B.1523. If payment is made by procurement card, then payment for amounts then due may be processed immediately by the Vendor.

The State does not agree in advance, in contract, pursuant to Constitutional limitations, to pay costs such as interest, late fees, penalties or attorney's fees. This Contract will not be construed as an agreement by the State to pay such costs, and will be paid only as ordered by a court of competent jurisdiction.

**10. CONDITION AND PACKAGING:** Unless otherwise expressly provided by special terms and conditions or specifications in the Contract or by express, specific federal law or rule, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose, is newly manufactured, and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.

**11. INTELLECTUAL PROPERTY WARRANTY AND INDEMNITY:** Vendor shall hold and save the State, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any Services or copyrighted material, patented or patent-pending invention, article, device or appliance delivered in connection with the Contract.

a) Vendor warrants to the best of its knowledge that:

- i) Performance under the Contract does not infringe upon 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;

b) Should any deliverables supplied by Vendor become the subject of a claim of infringement of a patent, copyright, trademark or a trade secret in the United States, the Vendor, shall at its option and expense, either procure for the State the right to continue using the deliverables, or replace or modify the same to become non-infringing. If neither of these options can reasonably be taken in Vendor's judgment, or if further use shall be prevented by injunction, the Vendor agrees to cease provision of any affected deliverables and refund any sums the State has paid Vendor for such deliverables and make every reasonable effort to assist the State in procuring substitute deliverables. If, in the sole opinion of the State, the cessation of use by the State of any such deliverables due to infringement issues makes the retention of other items acquired from the Vendor under this Agreement impractical, the State shall then have the

option of terminating the Agreement, or applicable portions thereof, without penalty or termination charge; and Vendor agrees to refund any sums the State paid for unused Services or other deliverables.

- 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 deliverables supplied by the Vendor, their use or operation, infringe on a patent, copyright, trademark or violate a trade secret in the United States. The Vendor shall pay those costs and damages finally awarded or agreed in a settlement against the State in any such action. 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) Vendor will not be required to defend or indemnify the State to the extent any claim by a third party against the State for infringement or misappropriation results solely from the State's material alteration of any Vendor-branded deliverables or Services, or from the continued use of the Services or other deliverables after receiving written notice from the Vendor of the claimed infringement.

**12. ADVERTISING:** Vendor agrees not to use the existence of the Contract or the name of the State of North Carolina as part of any commercial advertising or marketing of products or Services except as provided in 01 NCAC 05B.1516. A Vendor may inquire whether the State is willing to be included on a listing of its existing customers.

**13. ACCESS TO PERSONS AND RECORDS:**

- a) During, and after the term hereof during the relevant period required for retention of records by State law (G.S. 121-5, 132-1 *et seq.*, typically five years), the State Auditor and any Purchasing Agency's internal auditors shall have access to persons and records related to the Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-49(9). 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 such retention of records 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 record retentions period, whichever is later.
- b) The following entities may audit the records of this contract during and after the term of the contract to verify accounts and data affecting fees or performance:
  - i. The State Auditor.
  - ii. The internal auditors of the affected department, agency or institution.
  - iii. The Joint Legislative Commission on Governmental Operations and legislative employees whose primary responsibility is to provide professional or administrative services to the Commission.
- c) The Joint Legislative Commission on Governmental Operations has the authority to:
  - i. Study the efficiency, economy and effectiveness of any non-State entity receiving public funds.
  - ii. Evaluate the implementation of public policies, as articulated by enacted law, administrative rule, executive order, policy, or local ordinance, by any non-State entity receiving public funds.
  - iii. Investigate possible instances of misfeasance, malfeasance, nonfeasance, mismanagement, waste, abuse, or illegal conduct by officers and employees of a non-State entity receiving, directly or indirectly, public funds, as it relates to the officer's or employee's responsibilities regarding the receipt of public funds.
  - iv. Receive reports as required by law or as requested by the Commission.

## v. Access and review

1. Any documents or records related to any contract awarded by a State agency, including the documents and records of the contractor, that the Commission determines will assist in verifying accounts or will contain data affecting fees or performance; and
2. Any records related to any subcontract of a contract awarded by a State agency that is utilized to fulfill the contract, including, but not limited to (i) records related to the drafting and approval of the subcontract, and (ii) documents and records of the contractor or subcontractor that the Commission determines will assist in verifying accounts or will contain data affecting fees or performance.

d) The Joint Legislative Commission on Governmental Operations has the power to:

- i. Compel access to any document or system of records held by a non-State entity receiving, directly or indirectly, public funds, to the extent the documents relate to the receipt, purpose or implementation of a program or service paid for with public funds.
- ii. Compel attendance of any officer or employee of any non-State entity receiving public funds, provided the officer or employee is responsible for implementing a program or providing a service paid for with public funds.

e) Unless prohibited by federal law, the Commission and Commission staff in the discharge of their duties under this Article shall be provided access to any building or facility owned or leased by a non-State entity receiving public funds provided (i) the building or facility is used to implement a program or provide a service paid for with public funds and (ii) the access is reasonably related to the receipt, purpose, or implementation of a program or service paid for with public funds.

f) Any confidential information obtained by the Commission shall remain confidential and is not a public record as defined in G.S. 132-1.

g) Any document or information obtained or produced by Commission staff in furtherance of staff's duties to the Commission is confidential and is not a public record as defined in G.S. 132-1.

h) A person who conceals, falsifies, or refuses to provide to the Commission any document, information, or access to any building or facility as required by this Article with the intent to mislead, impede, or interfere with the Commission's discharge of its duties under this Article shall be guilty of a Class 2 misdemeanor.

**14. ASSIGNMENT OR DELEGATION OF DUTIES.**

- a) As a convenience to the Vendor, the State may include any person or entity designated by the Vendor in writing as a joint payee on the Vendor's payment check. In no event shall such approval and action obligate the State to anyone other than the Vendor.
- b) If Vendor requests any assignment, or delegation of duties, the Vendor shall remain responsible for fulfillment of all Contract obligations. Upon written request, the State may, in its unfettered discretion, approve an assignment or delegation to another responsible entity acceptable to the State, such as the surviving entity of a merger, acquisition or a corporate reorganization if made as part of the transfer of all or substantially all of the Vendor's assets. 01 NCAC 05B.1507. Any purported assignment or delegation made in violation of this provision shall be void and a material breach of the Contract. G.S. 143-58.

**15. INSURANCE:** This section provides minimum insurance coverage rates that are applicable to most moderate risk solicitations. Agency Risk Analysis will determine if higher insurance coverage amounts are needed based on the likelihood and severity of exposure to the State. The analysis is documented in writing in the official file and considers the following non-exclusive factors:

1. Potential for damage to State property or property of a third party,

2. Potential for bodily injury to State employees or third parties,
3. Whether Vendor will transport State property, clients, or employees,
4. Use of a vehicle to accomplish the work or to travel to or from State locations,
5. Anticipated physical contacts of the Vendor with the State,
6. Anticipated number and activity of Vendor personnel within the State, and
7. Any other unique considerations that could result in harm, bodily injury, or property damage.

The Purchasing Agency has specified elsewhere in this Contract any increase in the minimum insurance coverage requirements below if the risk from the above factors is high.

**a) REQUIREMENTS** - Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of the Contract. 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 NC 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 Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations or the indemnification requirements under the Contract. As provided above, a State agency is authorized, upon written evaluation and substantiation in the official file of the significant risk of bodily injury and/or property or other damage in the contract, to require and enforce higher coverage limits to mitigate the potential risk of liability to the State.

**b) COVERAGE** - During the term of the Contract, 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 Contract. At a minimum, the Vendor shall provide and maintain the following coverage and limits, subject to higher requirements by an agency after the risk analysis indicated above:

1. **For Small Purchases** as defined under North Carolina Administrative Code 01 NCAC 05A.0112 (35) and 05B.0301 (1), the minimum applicable insurance requirements for Worker's Compensation and Automobile Liability will apply as required by North Carolina law. The Purchasing Agency may require Commercial General Liability coverage consistent with the assessed risks involved in the procurement.
2. **For Contracts valued in excess of the Small Purchase threshold, but up to \$1,000,000.00 the following limits shall apply:**
  - i. **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as may be required by the laws of North Carolina, as well as employer's liability coverage, with minimum limits of \$250,000.00, covering all of Vendor's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-Contracted, the Vendor shall require the sub-contractor to provide the same coverage for any of its employees engaged in any work under the Contract within the State.
  - ii. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$500,000.00 Combined Single Limit. Defense costs shall be in excess of the limit of liability.
  - iii. **Automobile** - Automobile Liability Insurance, to include liability coverage covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be \$250,000 bodily injury and property damage; \$250,000 uninsured/under insured motorist; and \$2,500 medical payment.
3. **For Contracts valued in excess of \$1,000,000 the following limits shall apply:**
  - i. **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as may be required by the laws of North Carolina, as well as employer's liability

coverage, with minimum limits of \$500,000, covering all of Vendor's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-Contracted, the Vendor shall require the sub-contractor to provide the same coverage for any of its employees engaged in any work under the Contract within the State.

- ii. **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000 Combined Single Limit. Defense costs shall be in excess of the limit of liability.
- iii. **Automobile** - Automobile Liability Insurance, to include liability coverage covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be \$500,000 bodily injury and property damage; \$500,000 uninsured/under insured motorist; and \$5,000 medical payment.

#### **16. GENERAL INDEMNITY:**

- a) The Vendor shall indemnify, defend and hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses 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 Contract, and also from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of the Contract that are attributable to the negligence or intentionally tortious acts of the Vendor, provided that the Vendor is notified in writing within 30 days from the date that the State has knowledge of such claims.
- b) The Vendor, at its own expense shall defend any action brought against the State, under this section. 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.
- c) The Vendor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of Vendor deliverables or Services to the State.
- d) As part of this provision for indemnity, if federal funds are involved in this procurement, the Vendor warrants that it will comply with all relevant and applicable federal requirements and laws, and will indemnify, defend and hold and save the State harmless from any claims or losses resulting to the State from the Vendor's noncompliance with such federal requirements or law in the performance of this Contract. The representations and warranties in the preceding two sentences shall survive the termination or expiration of the Contract.
- e) The State does not participate in indemnification due to Constitutional restrictions, or arbitration, which effectively and unacceptably waives jury trial. See, G.S. 22B-3, -10.

#### **17. ELECTRONIC PROCUREMENT:**

- a) Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third-party agent shall serve as the Supplier Manager for this E-Procurement Service. The Vendor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this Contract.
- b) RESERVED. The Supplier Manager will capture an order from a State approved user, including the shipping and payment information, and submit the order in accordance with E-Procurement Service procedures. 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, bids received, evaluation of bids received, award of Contract, and the payment for goods delivered.

c) Vendor shall at all times maintain the confidentiality of its username and password for the Statewide E-Procurement Services. Vendor shall be responsible for all activity and all charges by its agents or employees. Vendor agrees not to permit a third party to use its E-Procurement Services 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 email. Vendor shall cooperate with the State and the Supplier Manager to mitigate and correct any security breach.

**18. SUBCONTRACTING:** The Vendor may subcontract the performance of required Services under the Contract. Upon request, Vendor shall identify its subcontractors to the State; identify any financial interest it has in any subcontractor to the State; and/or provide the State with complete copies of any agreements made by and between Vendor and any subcontractors. The Vendor remains solely responsible for the performance of its subcontractors. Subcontractors shall adhere to all applicable requirements, terms, and conditions set forth in this Contract and the subsequent Scope of Work/Task Order. It may be required as a condition of award that an authorized officer or agent of a subcontractor sign a statement to the effect that the subcontractor has read, and will agree to abide by, Vendor's obligations under any contract awarded pursuant to this Solicitation. 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. **CONFIDENTIALITY:** Vendor information that cannot be shown to be, e.g., a trade secret, may be subject to public disclosure under the terms of the State Public Records Act (SPRA), beginning at G.S. 132.1. Blanket assertions of confidentiality are not favored, but confidentiality of specific material meeting one or more exceptions in the SPRA will be honored. Vendors are notified that if the confidentiality of material is challenged by other parties, the Vendor has the responsibility of defending the assertion of confidentiality. G.S. 143-52(a).

**19. CARE OF STATE DATA AND PROPERTY:** Any State property, information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under the Contract shall be kept as confidential, used only for the purpose(s) required to perform the Contract and not divulged or made available to any individual or organization without the prior written approval of the State.

The State's data and property in the hands of the Vendor shall be protected from unauthorized disclosure, loss, damage, destruction by a natural event or another eventuality. The Vendor agrees to reimburse the State for loss or damage of State property while in Vendor's custody. Such State Data shall be returned to the State in a form acceptable to the State upon the termination or expiration of this Agreement.

The Vendor shall notify the State of any security breaches within 24 hours as required by G.S. 143B-1379. For further information, see, G.S. 75-60 *et seq.* **Notice** is given to the Vendor that the NC Department of Information Technology (DIT) has requirements relating to the security of the State network, and rules relating to the use of the State network, IT software and equipment, that the Vendor must comply with, as applicable. See, e.g., G.S. 143B-1376.

**20. OUTSOURCING:** Any Vendor or subcontractor providing call or contact center services to the State of North Carolina or any of its agencies shall disclose to inbound callers the location from which the call or contact center services are being provided.

If, after award of a Contract, and consistent with any applicable NC DIT security provisions, the Contractor wishes to relocate or outsource any portion of performance to a location outside the United States, or to Contract with a subcontractor for any such performance, which subcontractor and nature of the work has not previously been disclosed to the State in writing, prior written approval must be obtained from the State Purchasing Agency. Vendor shall give notice to the Purchasing Agency of any relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons providing performance under a State Contract to a location outside of the United States. See, G.S. 143-59.4.

**21. ENTIRE AGREEMENT:** The Contract (including any documents mutually incorporated specifically therein) resulting from a relevant solicitation represents the entire agreement between the parties and supersedes all prior oral or written statements or agreements. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

**22. ELECTRONIC RECORDS:** The State will digitize all Vendor responses to the relevant solicitation, if not received electronically, as well as any awarded Contract together with associated procurement-related documents. These electronic copies shall constitute a preservation record and shall serve as the official record of this procurement with the same force and effect as the original written documents comprising such record. Any official electronic copy, printout or other output readable by sight shown to reflect such record accurately shall constitute an "original."

**23. AMENDMENTS:** This Contract may be amended only by a written amendment duly executed by the State and the Vendor.

**24. NO WAIVER:** Notwithstanding any other language or provision in the Contract or in any Vendor-supplied material, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to the State under applicable law. The waiver by the State of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.

**25. FORCE MAJEURE:** Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations 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, other catastrophic epidemic or pandemic, natural event or Act of God.

**26. SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in the Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other State or federal constitutional provision or principle that otherwise would be available to the State under applicable law.

**27. FEDERAL FUNDS PROVISIONS**

*To the extent applicable and absent stricter or controlling State provisions, the following federal provisions (in addition to the North Carolina General Terms and Conditions above) apply consistent with Uniform Guidance in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, and its Appendix II and HUD requirements. Relevant federal authorities may 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.*

**Any links to websites not maintained by the State are provided as a courtesy. The State does not warrant or guarantee the accuracy of the hyperlink or the information contained therein.**

- a) **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.
- b) **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 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.

c) **Remedies and Termination**, For purposes of this section the State Remedies and Termination provisions above apply as written.

d) **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).

e) **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.

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.

**f) 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.

**g) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) (as Amended).**

Vendors that apply or bid for an award of \$100,000 or more shall submit 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. Vendors must sign and submit to the Purchasing Agency the certification attached hereto as Attachment F and, if applicable, complete the disclosure form in Attachment G. See the latest version of "Certification for Contracts, Grants, Loans, and Cooperative Agreements" found at <https://ncadmin.nc.gov/documents/vendor-forms>.

**h) Procurement of Recovered Materials.**

1. 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:
  - Competitively within a timeframe providing for compliance with the Contract performance schedule;
  - Meeting Contract performance requirements; or
  - 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>.

3. The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."
- i) **Access to Records.** In addition to the North Carolina General Contract 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.
- j) **Modifications to Contract.** Modifications to the Contract are governed by the North Carolina General Contract Terms & Conditions section above entitled "AMENDMENTS," except as approval and signature by any federal official may also be required.
- k) **Records Retention.** All records required to be kept on the project shall be maintained for at least eight (8) 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 eight (8) 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 eight (8) year period, whichever is later.
- l) **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).
- m) **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.
- n) **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.
- o) **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.
- p) **Federal Seals, Logos, and Flags.** In addition to the prohibitions of the North Carolina General Contract Terms & Conditions section above entitled "ADVERTISING," 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.
- q) **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, <https://ncadmin.nc.gov/documents/nc-debarred-vendors> to verify that Contractors or sub-Recipients have not been suspended or debarred from doing business with federal or State government.

r) **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).

s) **Non-Discrimination.** Vendor will comply with all Federal statutes relating to non-discrimination. These include but are not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C 2000(d)) and implementing regulations (24 CFR part 1), which provide that no person in the United States shall, on the grounds of race, color or national origin, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity that receives Federal financial assistance.
2. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), as amended, and implementing regulations at 24 CFR part 8, the American Disabilities Act (42 U.S.C. §§ 12101 et.seq.), and implementing regulations at 28 CFR part 35 or 36, as applicable, and the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-6107) as amended, and implementing regulations at 24 CFR part 146, which together provide that no person in the United States shall, on the grounds of disability or age, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance.
3. The Fair Housing Act (42 U.S.C. 3601- 19), as amended, and the implementing regulations at 24 CFR part 100, which prohibit discrimination in housing on the basis of race, color, religion sex (including gender identity and sexual orientation), disability, familial status, or national origin and will affirmatively further fair housing, will apply.
4. Title IX of the Education Amendments of 1972, as amended (20 USC §§ 1681 – 1683, and 1685-1686), which prohibits discrimination on the basis of sex.
5. The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse.
6. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.
7. §§ 523 and 527 of the Public Health Service Act of 1912 ( 42 U.S.C §§ 290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records.
8. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing.
9. Any other applicable Federal nondiscrimination requirements, including those listed at 24 CFR §§ 5.105(a) and 5.106 as applicable.

t) **URA.** The acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (42 U.S.C. 4601) and implementing regulations at 49 CFR part 24 and, as applicable, Section 104(d) of the Housing and Community Development Act of 1974 (42 U.S.C. 5304(d)) and implementing regulations at 24 CFR part 42, subpart A, will apply.

u) **National Environmental Policy Act.** The environmental requirements of the National Environmental Policy Act (42 U.S.C. 4321 et.seq.) and related Federal authorities prior to the commitment or expenditure of funds for property will apply.

v) **Plans, supervision, and reports.** Vendor will comply with HUD requirements with regard to the drafting, reviewing and approval of construction plans and specifications. Vendor will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by HUD or the State.

w) **Davis-Bacon Act.** Vendor will comply with the David-Bacon Act, as amended (40 U.S.C. 3141-3148), if required by the federal program legislation, in Construction contracts involving an excess of \$2000, and

subject to any other federal program limitations, all laborers and mechanics must be paid at a rate not less than those determined by the Secretary of Labor to be the prevailing wages. These wage rates are a federally mandated minimum only, and will be superseded by any State or local requirement mandating higher wage rates. Vendor also agrees to comply with Department of Labor Regulations pursuant to the Davis-Bacon Act found in 29 CFR Parts 1, 3, 5 and 7 which enforce statutory labor standards provisions. Wage determinations are available at <https://sam.gov/wage-determinations>.

- x) **Lead Based Paint.** Vendor will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.), which prohibits the use of lead-based paint in construction or rehabilitation of residence structures, and HUD's lead based paint regulations at 24 CFR Part 35.
- y) **Copeland Act.** Vendor will comply, as applicable, with the Copeland Act (40 U.S.C. §§ 276c and 18 U.S.C. §874).
- z) **Environmental.** Vendor will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

- aa) **Wild and Scenic Rivers Act of 1968.** Vendor will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- bb) **Preservation.** Vendor will assist HUD and the State in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
- cc) **Audits.** Vendor will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200 Subpart F Audit Requirements.

**ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR**

In accordance with NC General Statute 143-59.4, the Vendor shall detail the location(s) at which performance will occur, as well as the manner in which it intends to utilize resources or workers outside of the United States in the performance of this Contract. The State will evaluate the additional risks, costs, and other factors associated with such utilization prior to making an award. Please complete items a, b, and c below.

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

If the Vendor answered "YES" above, Vendor must complete items 1 and 2 below:

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

Capital Access staff are exclusively based in the US, with the exception of one full time staff member who currently resides in Ireland, and may or may not be involved in performing work under this contract.

2. Describe the corporate structure and location of corporate employees and activities of the Vendor, its affiliates or any other sub-Contractors that will perform work outside the U.S.:

Capital Access is comprised of a team of highly qualified and experienced full time staff who are located all across the United States, with a strong presence in North Carolina and the East Coast.

**b) The Vendor agrees to provide notice, in writing to the State, of the relocation of the Vendor, employees of the Vendor, sub-Contractors of the Vendor, or other persons**  YES  NO **performing services under the Contract outside of the United States**

NOTE: All Vendor or sub-Contractor personnel providing call or contact center services to the State of North Carolina under the Contract **shall** disclose to inbound callers the location from which the call or contact center services are being provided.

**c) Identify all U.S. locations at which performance will occur:**

Capital Access (CAI) employees are located across the United States in multiple time zones. CAI staff are located in the following states: North Carolina, Pennsylvania, Florida, Maryland, and Colorado.

## **ATTACHMENT E: HISTORICALLY UNDERUTILIZED BUSINESSES INFORMATION**

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

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

Pursuant to G.S. 143B-1361(a), 143-48 and 143-128.4, the State invites and encourages participation in this procurement process by businesses owned by minorities, women, disabled, disabled business enterprises and non-profit work centers for the blind and severely disabled. This includes utilizing subcontractors to perform the required functions in this RFP. Any questions concerning NC HUB certification, contact the [North Carolina Office of Historically Underutilized Businesses](#) at (919) 807-2330. The Vendor shall respond to question a) and b) below.

a) Is Vendor a Historically Underutilized Business?  Yes  No

b) Is Vendor Certified with North Carolina as a Historically Underutilized Business?  Yes  No

## ATTACHMENT F: CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal Contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and Contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Vendor, Capital Access, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Vendor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



**Signature of Vendor's Authorized Official**

Jeremy Newberg, CEO

**Name and Title of Vendor's Authorized Official**

9/3/25

**Date**

## **ATTACHMENT G: DISCLOSURE OF LOBBYING ACTIVITIES**

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The Disclosure of Lobbying Activities form, is located at <https://www.doa.nc.gov/pandc/onlineforms/pc-omb-standard-form-III-72020-pdf/open>. If applicable, download and attach the completed form with Vendor's response to this Solicitation.

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure.)

Approved by OMB

0348-0046

|  |   |   |
|--|---|---|
| <b>1. Type of Federal Action:</b><br><input checked="" type="checkbox"/> B. a. contract<br>b. grant<br>c. cooperative agreement<br>d. loan<br>e. loan guarantee<br>f. loan insurance   | <b>2. Status of Federal Action:</b><br><input checked="" type="checkbox"/> A. a. bid/offer/application<br>b. initial award<br>c. post-award   | <b>3. Report Type:</b><br><input checked="" type="checkbox"/> A. a. initial filing<br>b. material change<br><b>For Material Change Only:</b><br>year _____ quarter _____<br>date of last report _____ |
| <b>4. Name and Address of Reporting Entity:</b><br><input type="checkbox"/> Prime <input checked="" type="checkbox"/> Subawardee<br>Tier _____, if known   | <b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b><br>Capital Access, Inc.<br>220 Locust St, Suite 16-C<br>Philadelphia, PA 19106   |   |
| <b>Congressional District, if known:</b>   |   | <b>Congressional District, if known:</b>  |
| <b>6. Federal Department/Agency:</b><br>Housing and Urban Development (HUD)  | <b>7. Federal Program Name/Description:</b><br>CDBG-DR<br>CFDA Number, if applicable: _____   |   |
| <b>8. Federal Action Number, if known:</b>   | <b>9. Award Amount, if known:</b><br>\$   |   |
| <b>10. a. Name and Address of Lobbying Registrant</b><br><i>(if individual, last name, first name, MI):</i><br>N/A.  | <b>b. Individuals Performing Services</b> <i>(including address if different from No. 10a)</i><br><i>(last name, first name, MI):</i><br>N/A.<br><br><span style="background-color: black; color: black;">[REDACTED]</span> |   |
| <b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. |   | Signature: <span style="background-color: black; color: black;">[REDACTED]</span><br>Print Name: Jeremy Newberg<br>Title: CEO<br>Telephone No.: 215.551.2000 Date: 09/09/2025                         |
| <b>Federal Use Only:</b>   |   | Authorized for Local Reproduction<br>Standard Form LLL (Rev. 7-97)  |

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

## ATTACHMENT H: EXPERIENCE

Complete one form for each of at least three (3) examples of projects delivered. More examples may be provided.

| Example 1                                      |  |
|--|--|
| <b>Client Name:</b>                            | US Virgin Islands VIHFA  |
| <b>Program:</b>                                | CDBG-DR  |
| <b>Brief Description of Services Rendered:</b> | <p>In October 2024, HUD assigned Capital Access (CAI) to provide in-depth Technical Assistance (TA) to the U.S. Virgin Islands (USVI) CDBG-DR and CDBG-MIT programs, following four consecutive years of monitoring that identified findings and concerns requiring immediate corrective action. CAI deployed its multidisciplinary team to develop a comprehensive TA Roadmap aligned with HUD's monitoring reports and the Grantee's stated needs.</p> <p>CAI's virtual TA included implementing a secure two-way document exchange for sensitive data, leading collaborative training and problem-solving sessions via MS Teams, and conducting baseline assessments to identify compliance gaps and design corrective action plans.</p> <p>Building on virtual progress, CAI delivered five full days of onsite TA in July 2025 across St. Thomas and St. Croix. This engagement resulted in:</p> <ul style="list-style-type: none"><li>▪ Closure of multiple HUD monitoring flags and resolution of all HUD findings, with clear compliance pathways documented.</li><li>▪ Revision and development of four critical administrative policies and SOPs/SOGs covering Rehabilitation/Construction, Procurement, Environmental Review Records, and Financial Management.</li></ul> <p>CAI continues to provide TA to strengthen program design, address remaining monitoring concerns, and develop tools to prevent duplication of benefits. A follow-up onsite engagement is scheduled for December 2025–January 2026 to institutionalize revised policies, provide training for internal and external partners, and reinforce compliance practices.</p> <p>This work demonstrates CAI's ability to deliver comprehensive TA, both remote and onsite, in high-stakes, compliance-driven environments. Our team can:</p> <ul style="list-style-type: none"><li>▪ Rapidly mobilize virtual TA platforms and secure data systems</li><li>▪ Lead structured engagements and deliver compliance-focused solutions</li><li>▪ Execute multi-day onsite TA sessions and provide follow-up policy development</li></ul> <p>CAI's work with the USVI highlights our capacity to respond quickly to HUD-directed needs while creating lasting improvements in program compliance, administration, and performance.</p> |

| Example 2                               |   |
|---|---|
| Client Name:                            | State of Washington   |
| Program:                                | CDBG-DR   |
| Brief Description of Services Rendered: | <p>In October 2024, Capital Access, Inc. (CAI) began providing Technical Assistance (TA) to the State of Washington as part of its CDBG-DR program implementation. Our support included activities that align directly with multiple Task Order Categories outlined in this solicitation:</p> <ul style="list-style-type: none"><li>▪ <b>Action Plan Development and Amendments:</b> CAI guided the State through preparing a substantial amendment to its CDBG-DR Action Plan, which included the addition of several new programs. The plan was approved by HUD with minimal comments.</li><li>▪ <b>Training, Technical Assistance, and Capacity Building:</b> We delivered targeted training on federal cross-cutting requirements, equipping state staff and subrecipients with the knowledge needed to comply with environmental, labor, and fair housing regulations.</li><li>▪ <b>Program Design for Housing Rehabilitation and Elevation Programs:</b> CAI developed subrecipient agreements, monitoring tools, and compliance checklists to strengthen local oversight and ensure consistent application of federal and cross-cutting requirements. We additionally provided policy guidance on affordability requirements and long-term affordability covenant enforcement.</li></ul> <p>This engagement demonstrates CAI's ability to provide end-to-end support—from policy and planning through program implementation and monitoring—while ensuring compliance with HUD requirements. The breadth of services delivered reflects our adaptability, technical expertise, and proven capacity to scale support across multiple functional areas simultaneously.</p> |

| Example 3                                      |   |
|--|---|
| <b>Client Name:</b>                            | North Carolina Office of Recovery and Resiliency  |
| <b>Program:</b>                                | CDBG-DR   |
| <b>Brief Description of Services Rendered:</b> | <p>Capital Access, Inc. (CAI) brings extensive experience in providing grant management consulting for CDBG-DR programs, demonstrated through a long-standing engagement with the State of North Carolina in its administration of disaster recovery funds. For the past five years, CAI has provided technical assistance to the State through HUD's Community Compass program, supporting disaster recovery programs administered by the North Carolina Office of Recovery and Resiliency (NCORR). This role has given CAI a deep understanding of North Carolina's recovery landscape and the unique needs of its communities.</p> <p>Through this engagement, CAI has provided grant management support across multiple program areas, including financial management and capacity building in DRGR; policy and procedure development; financial certification processes; capacity building and technical assistance on cross-cutting requirements; HUD monitoring preparation and response; Uniform Relocation Act (URA) policy guidance; and development of the Residential Anti-Displacement and Relocation Assistance Plan (RARAP). CAI has also supported improvements to the State's CDBG-DR program administration through revision of procurement procedures and training on environmental review, procurement, and labor standards. CAI has offered guidance to NCORR staff with navigating compliance challenges and strengthening financial systems to help accelerate the use of recovery funds and improve overall program effectiveness.</p> <p>Recent outcomes of CAI's work with the State of North Carolina include: developing a grant closeout tool to guide staff through the DRGR closeout process; analyzing existing DRGR flags and providing guidance on corrective actions; reviewing and providing comments on program policy manuals; and advising staff on HUD monitoring findings, including revisions to URA policies.</p> <p>CAI's proven track record reflects both subject matter expertise and practical, hands-on experience in helping state and local governments administer CDBG-DR funds effectively and in full compliance with HUD requirements.</p> |

| Example 4                               |  |
|---|--|
| Client Name:                            | Spokane County, WA   |
| Program:                                | CDBG-DR  |
| Brief Description of Services Rendered: | <p>Capital Access (CAI) has proven success with guiding new CDBG-DR Universal Notice grantees through the processes required to build compliant and effective recovery programs. Our team applies deep knowledge of CDBG-DR regulatory requirements and Universal Notice provisions to ensure grantees are equipped with the tools and structures needed for program success. Our work included:</p> <ul style="list-style-type: none"> <li>▪ <b>Action Plan Development:</b> As a new grantee, Spokane requested assistance in developing their Action Plan. CAI provided them with an Action Plan template and checklists that included Universal Notice requirements. In addition to providing them the necessary tools for success, we reviewed multiple draft versions, refining program design components, and preparing the plan for HUD submission and approval.</li> <li>▪ <b>Policy and Procedure Development:</b> In order to assist the grantee in developing policies and procedures relevant to the timely submission of Financial Certifications, CAI created a tailored Financial Certification template reflecting the updated Universal Notice requirements to ensure the grantee had a clear and compliant framework for financial management. We also reviewed and commented on their draft policies and provided additional sample policies as needed.</li> <li>▪ <b>Training &amp; Capacity Building:</b> To further support implementation, CAI provided a suite of tools and resources designed to help the grantee interpret and apply new guidance. Our team also developed a detailed program launch timeline, outlining every required step and milestones, from Action Plan approval to program launch, so that the grantee could efficiently allocate time and resources while maintaining compliance with HUD regulations.</li> </ul> <p>This engagement illustrates CAI's ability to deliver integrated, multi-disciplinary support—spanning planning, program design, compliance, and capacity building—that equips grantees to successfully implement complex and high capacity CDBG-DR programs. With the support of Capital Access, Spokane County has distinguished itself as one of the frontrunners among Universal Notice grantees in reaching program milestones and launching DR programs.</p> |

| Example 5                               |   |
|---|---|
| Client Name:                            | Lee County, FL  |
| Program:                                | CDBG-DR   |
| Brief Description of Services Rendered: | <p>Capital Access began our engagement with Lee County in August of 2023. In this assignment, Capital Access was assigned to this grantee to increase their internal capacity and assist the Lee County team with managing their \$1.1 billion CDBG-DR grant, the largest DR grant ever awarded to a County at the time. Throughout this engagement, we delivered a broad range of technical assistance that closely aligns with the task order categories outlined in this solicitation. Our work included:</p> <ul style="list-style-type: none"> <li>▪ <b>Action Plan Development and Amendments:</b> Supported the grantee with drafting and submitting substantial Action Plan amendments, ensuring alignment with HUD requirements, public comment processes, and timely HUD approval.</li> <li>▪ <b>Program Design for Multifamily Housing Projects:</b> Assisted in designing and implementing a multifamily housing program, including eligibility criteria, program policies, and compliance workflows to accelerate recovery housing production.</li> <li>▪ <b>Procurement Compliance and Monitoring:</b> Review and provide feedback on procurement policies to ensure that procurement standards and record keeping requirements were adequately met.</li> <li>▪ <b>Infrastructure Capacity Building:</b> Helped grantee implement Infrastructure activities by providing review of Notice of Funding Available (NOFAs) released by the grantee and provide training sessions to inform the grantee on topics such as national objective, disaster tie-back, and environmental review related to infrastructure projects.</li> </ul> <p>This project illustrates CAI's ability to deliver integrated, multi-disciplinary support—spanning planning, program design, compliance, and capacity building—that equips grantees to successfully implement complex and high capacity CDBG-DR programs.</p> |

**Audited Financial Statements**

[REDACTED]

[REDACTED]



