

Contract Award

Contract Number:	Doc1677946894
Contract Description:	Staff Augmentation
Vendor:	EAG Gulf Coast

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 8 – Program Performance Monitoring and Evaluation

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)
Request for Best and Final Offer (BAFO)

Refer All Inquiries regarding this to:
angela.dunaway@commerce.nc.gov
(919) 526-8340

Request for Best and Final Offer (BAFO)
RFP #Doc1677946894 Staff Augmentation
BAFO Issue Date: December 15, 2025
BAFO Response will be received until: December 17, 2025, at 5:00 pm EST

Using Agency: North Carolina Department of Commerce, Division of Community Revitalization

NOTICE TO VENDOR:

Request for Best and Final Offer (BAFO), subject to the conditions made a part hereof, will be received at the email address angela.dunaway@commerce.nc.gov until the date and time specified above.

EXECUTION:

In compliance with this Request for Best and Final Offer, and subject to all the terms and conditions herein, those in the original Request for Proposal, and in Vendor's offer thereto (except as noted herein), the undersigned offers and agrees to furnish any and all goods and services which are offered, at the prices agreed upon and within the time specified herein. Pursuant to GS §143-54 and §143-59.2 and under penalty of perjury, the undersigned Vendor certifies that this offer has not been arrived at collusively or otherwise in violation of Federal or North Carolina law and this offer is made without prior understanding, agreement, or connection with any firm, corporation, or person submitting an offer for the same services, and is in all respects fair and without collusion or fraud. This procurement complies with the State's own procurement laws, rules and procedures per 2 CFR § 200.317.

Failure to sign offer prior to submittal shall render offer invalid.

COMPLETE/FORMAL NAME OF VENDOR: EAG Gulf Coast		
STREET ADDRESS: 2115 Rexford Rd.		P.O. BOX: ZIP: 28211
CITY & STATE & ZIP: Charlotte, NC		TELEPHONE NUMBER: 704-248-2301
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE : 733 Third Avenue, New York, NY 10017		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: Jennifer Butler, Partner		FAX NUMBER:
VENDOR'S AUTHORIZED [Redacted]	DATE: 12/15/2025	EMAIL: jennifer.butler@eisneramper.com

Offer valid for ninety (90) calendar days from date of opening unless otherwise stated here: _____ days.

ACCEPTANCE OF OFFER:

If the State accepts any or all parts of this offer, an authorized representative of the Department of Commerce shall affix her/his signature to the Vendor's response to this Request for BAFO. The acceptance shall include the response to this BAFO, any provisions and requirements of the original Solicitation, and the North Carolina General Terms and Conditions. These documents shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

REQUEST FOR BEST AND FINAL OFFER (BAFO):

This request is to solicit a best and final offer from Vendor regarding the Errata and Exceptions noted in its proposal.

Vendor's Errata and Exceptions

The State does not agree to the Vendor's Errata and Exceptions included in its proposal, and all Terms and Conditions remain as stated in the RFP. Should the State issue a proposed Task Order to the Vendor, the Vendor may, at that time, seek to negotiate relevant Terms and Conditions. The State will have no obligation to accept Vendor's proposed Terms and Conditions, nor will the Vendor have any obligation to accept the Task Order.

YES, Vendor acknowledges and agrees to the above statement.

NO, Vendor does not acknowledge or agree to the above statement.

NOTE: This Solicitation is still in the evaluation period. During this period and prior to award, possession of the BAFO, original bid response, and accompanying information is limited to personnel of the Division of Community Revitalization responsible for participating in the evaluation. Vendors who attempt to gain this privileged information, or to influence the evaluation process (i.e., assist in evaluation), will be in violation of purchasing rules and their offer will not be further evaluated or considered.



Josh Stein
GOVERNOR
Lee Lilley
SECRETARY

Stephanie McGarrah
DEPUTY SECRETARY

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
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 by the due date and time indicated above.

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): EAG Gulf Coast, LLC

Authorized Signature: 


Name and Title: Jennifer Tullier, Partner

Date: 12/5/2025

Task Order Category	Year 1 Hourly Rate	Year 2 Hourly Rate	Year 3 Hourly Rate
TASK 1 – Development of Policies, Procedures, and			
Project Manager	\$ 265.00	\$ 265.00	\$ 270.00
Deputy Project Manager	\$ 235.00	\$ 235.00	\$ 242.00
Grant Lead	\$ 228.00	\$ 228.00	\$ 235.00
Training & Outreach Lead	\$ 228.00	\$ 228.00	\$ 235.00
Monitoring and Evaluation Lead	\$ 228.00	\$ 228.00	\$ 235.00
Subject Matter Expert (SME)	\$ 265.00	\$ 265.00	\$ 270.00
Action Plan Specialist	\$ 195.00	\$ 195.00	\$ 205.00
URA/TSA Support	\$ 195.00	\$ 195.00	\$ 205.00
Compliance Specialist	\$ 175.00	\$ 175.00	\$ 182.00
Project Monitor	\$ 170.00	\$ 170.00	\$ 182.00
Claims Specialist	\$ 125.00	\$ 125.00	\$ 130.00
TASK 2 – Financial Compliance, Oversight, and Fraud Prevention			
Project Manager	\$ 265.00	\$ 265.00	\$ 270.00
Deputy Project Manager	\$ 235.00	\$ 235.00	\$ 242.00
Grant Lead	\$ 228.00	\$ 228.00	\$ 235.00
Training & Outreach Lead	\$ 228.00	\$ 228.00	\$ 235.00
Monitoring and Evaluation Lead	\$ 228.00	\$ 228.00	\$ 235.00
Subject Matter Expert (SME)	\$ 265.00	\$ 265.00	\$ 270.00
Action Plan Specialist	\$ 195.00	\$ 195.00	\$ 205.00
URA/TSA Support	\$ 195.00	\$ 195.00	\$ 205.00
Compliance Specialist	\$ 175.00	\$ 175.00	\$ 182.00
Project Monitor	\$ 170.00	\$ 170.00	\$ 182.00
Claims Specialist	\$ 125.00	\$ 125.00	\$ 130.00
TASK 3 – Duplication of Benefits (DOB) Compliance			
Project Manager	\$ 265.00	\$ 265.00	\$ 270.00
Deputy Project Manager	\$ 235.00	\$ 235.00	\$ 242.00
Grant Lead	\$ 228.00	\$ 228.00	\$ 235.00
Training & Outreach Lead	\$ 228.00	\$ 228.00	\$ 235.00
Monitoring and Evaluation Lead	\$ 228.00	\$ 228.00	\$ 235.00
Subject Matter Expert (SME)	\$ 265.00	\$ 265.00	\$ 270.00
Action Plan Specialist	\$ 195.00	\$ 195.00	\$ 205.00
URA/TSA Support	\$ 195.00	\$ 195.00	\$ 205.00
Compliance Specialist	\$ 175.00	\$ 175.00	\$ 182.00
Project Monitor	\$ 170.00	\$ 170.00	\$ 182.00
Claims Specialist	\$ 125.00	\$ 125.00	\$ 130.00
TASK 4 – Procurement Compliance and Monitoring			
Project Manager	\$ 265.00	\$ 265.00	\$ 270.00
Deputy Project Manager	\$ 235.00	\$ 235.00	\$ 242.00
Grant Lead	\$ 228.00	\$ 228.00	\$ 235.00
Training & Outreach Lead	\$ 228.00	\$ 228.00	\$ 235.00
Monitoring and Evaluation Lead	\$ 228.00	\$ 228.00	\$ 235.00
Subject Matter Expert (SME)	\$ 265.00	\$ 265.00	\$ 270.00
Action Plan Specialist	\$ 195.00	\$ 195.00	\$ 205.00
URA/TSA Support	\$ 195.00	\$ 195.00	\$ 205.00
Compliance Specialist	\$ 175.00	\$ 175.00	\$ 182.00
Project Monitor	\$ 170.00	\$ 170.00	\$ 182.00
Claims Specialist	\$ 125.00	\$ 125.00	\$ 130.00
TASK 5 – Claims, Appeals, and Case Reviews			
Project Manager	\$ 265.00	\$ 265.00	\$ 270.00
Deputy Project Manager	\$ 235.00	\$ 235.00	\$ 242.00
Grant Lead	\$ 228.00	\$ 228.00	\$ 235.00
Training & Outreach Lead	\$ 228.00	\$ 228.00	\$ 235.00
Monitoring and Evaluation Lead	\$ 228.00	\$ 228.00	\$ 235.00
Subject Matter Expert (SME)	\$ 265.00	\$ 265.00	\$ 270.00
Action Plan Specialist	\$ 195.00	\$ 195.00	\$ 205.00
URA/TSA Support	\$ 195.00	\$ 195.00	\$ 205.00
Compliance Specialist	\$ 175.00	\$ 175.00	\$ 182.00
Project Monitor	\$ 170.00	\$ 170.00	\$ 182.00
Claims Specialist	\$ 125.00	\$ 125.00	\$ 130.00
TASK 6 – Action Plan Development and Amendments			
Project Manager	\$ 265.00	\$ 265.00	\$ 270.00
Deputy Project Manager	\$ 235.00	\$ 235.00	\$ 242.00
Grant Lead	\$ 228.00	\$ 228.00	\$ 235.00
Training & Outreach Lead	\$ 228.00	\$ 228.00	\$ 235.00
Monitoring and Evaluation Lead	\$ 228.00	\$ 228.00	\$ 235.00
Subject Matter Expert (SME)	\$ 265.00	\$ 265.00	\$ 270.00
Action Plan Specialist	\$ 195.00	\$ 195.00	\$ 205.00
URA/TSA Support	\$ 195.00	\$ 195.00	\$ 205.00
Compliance Specialist	\$ 175.00	\$ 175.00	\$ 182.00
Project Monitor	\$ 170.00	\$ 170.00	\$ 182.00
Claims Specialist	\$ 125.00	\$ 125.00	\$ 130.00
TASK 7 – Needs Assessments, Market Analysis, and Geospatial			
Project Manager	\$ 265.00	\$ 265.00	\$ 270.00
Deputy Project Manager	\$ 235.00	\$ 235.00	\$ 242.00
Grant Lead	\$ 228.00	\$ 228.00	\$ 235.00
Training & Outreach Lead	\$ 228.00	\$ 228.00	\$ 235.00
Monitoring and Evaluation Lead	\$ 228.00	\$ 228.00	\$ 235.00
Subject Matter Expert (SME)	\$ 265.00	\$ 265.00	\$ 270.00
Action Plan Specialist	\$ 195.00	\$ 195.00	\$ 205.00
URA/TSA Support	\$ 195.00	\$ 195.00	\$ 205.00
Compliance Specialist	\$ 175.00	\$ 175.00	\$ 182.00
Project Monitor	\$ 170.00	\$ 170.00	\$ 182.00
Claims Specialist	\$ 125.00	\$ 125.00	\$ 130.00
TASK 8 – Program Performance Monitoring and Evaluation			
Project Manager	\$ 265.00	\$ 265.00	\$ 270.00
Deputy Project Manager	\$ 235.00	\$ 235.00	\$ 242.00

Grant Lead	\$ 228.00	\$ 228.00	\$ 235.00
Training & Outreach Lead	\$ 228.00	\$ 228.00	\$ 235.00
Monitoring and Evaluation Lead	\$ 228.00	\$ 228.00	\$ 235.00
Subject Matter Expert (SME)	\$ 265.00	\$ 265.00	\$ 270.00
Action Plan Specialist	\$ 195.00	\$ 195.00	\$ 205.00
URA/TSA Support	\$ 195.00	\$ 195.00	\$ 205.00
Compliance Specialist	\$ 175.00	\$ 175.00	\$ 182.00
Project Monitor	\$ 170.00	\$ 170.00	\$ 182.00
Claims Specialist	\$ 125.00	\$ 125.00	\$ 130.00
TASK 9 – Civil Rights, Fair Housing, Labor Standards, and Vendor to Indicate All Position Title(s) HERE			
TASK 10 – Audit Readiness and Monitoring Support			
Project Manager	\$ 265.00	\$ 265.00	\$ 270.00
Deputy Project Manager	\$ 235.00	\$ 235.00	\$ 242.00
Grant Lead	\$ 228.00	\$ 228.00	\$ 235.00
Training & Outreach Lead	\$ 228.00	\$ 228.00	\$ 235.00
Monitoring and Evaluation Lead	\$ 228.00	\$ 228.00	\$ 235.00
Subject Matter Expert (SME)	\$ 265.00	\$ 265.00	\$ 270.00
Action Plan Specialist	\$ 195.00	\$ 195.00	\$ 205.00
URA/TSA Support	\$ 195.00	\$ 195.00	\$ 205.00
Compliance Specialist	\$ 175.00	\$ 175.00	\$ 182.00
Project Monitor	\$ 170.00	\$ 170.00	\$ 182.00
Claims Specialist	\$ 125.00	\$ 125.00	\$ 130.00
TASK 11 – Technical and Engineering Support for Vendor to Indicate All Position Title(s) HERE			
TASK 12 – Training, Technical Assistance, and Capacity			
Project Manager	\$ 265.00	\$ 265.00	\$ 270.00
Deputy Project Manager	\$ 235.00	\$ 235.00	\$ 242.00
Grant Lead	\$ 228.00	\$ 228.00	\$ 235.00
Training & Outreach Lead	\$ 228.00	\$ 228.00	\$ 235.00
Monitoring and Evaluation Lead	\$ 228.00	\$ 228.00	\$ 235.00
Subject Matter Expert (SME)	\$ 265.00	\$ 265.00	\$ 270.00
Action Plan Specialist	\$ 195.00	\$ 195.00	\$ 205.00
URA/TSA Support	\$ 195.00	\$ 195.00	\$ 205.00
Compliance Specialist	\$ 175.00	\$ 175.00	\$ 182.00
Project Monitor	\$ 170.00	\$ 170.00	\$ 182.00
Claims Specialist	\$ 125.00	\$ 125.00	\$ 130.00
TASK 13 – Relocation Program (URA/TRA) Development and			
Project Manager	\$ 265.00	\$ 265.00	\$ 270.00
Deputy Project Manager	\$ 235.00	\$ 235.00	\$ 242.00
Grant Lead	\$ 228.00	\$ 228.00	\$ 235.00
Training & Outreach Lead	\$ 228.00	\$ 228.00	\$ 235.00
Monitoring and Evaluation Lead	\$ 228.00	\$ 228.00	\$ 235.00
Subject Matter Expert (SME)	\$ 265.00	\$ 265.00	\$ 270.00
Action Plan Specialist	\$ 195.00	\$ 195.00	\$ 205.00
URA/TSA Support	\$ 195.00	\$ 195.00	\$ 205.00
Compliance Specialist	\$ 175.00	\$ 175.00	\$ 182.00
Project Monitor	\$ 170.00	\$ 170.00	\$ 182.00
Claims Specialist	\$ 125.00	\$ 125.00	\$ 130.00
TASK 14 – Communication, Public Information, and Outreach			
Project Manager	\$ 265.00	\$ 265.00	\$ 270.00
Deputy Project Manager	\$ 235.00	\$ 235.00	\$ 242.00
Grant Lead	\$ 228.00	\$ 228.00	\$ 235.00
Training & Outreach Lead	\$ 228.00	\$ 228.00	\$ 235.00
Monitoring and Evaluation Lead	\$ 228.00	\$ 228.00	\$ 235.00
Subject Matter Expert (SME)	\$ 265.00	\$ 265.00	\$ 270.00
Action Plan Specialist	\$ 195.00	\$ 195.00	\$ 205.00
URA/TSA Support	\$ 195.00	\$ 195.00	\$ 205.00
Compliance Specialist	\$ 175.00	\$ 175.00	\$ 182.00
Project Monitor	\$ 170.00	\$ 170.00	\$ 182.00
Claims Specialist	\$ 125.00	\$ 125.00	\$ 130.00
TASK 15 – Grant Management			
Project Manager	\$ 265.00	\$ 265.00	\$ 270.00
Deputy Project Manager	\$ 235.00	\$ 235.00	\$ 242.00
Grant Lead	\$ 228.00	\$ 228.00	\$ 235.00
Training & Outreach Lead	\$ 228.00	\$ 228.00	\$ 235.00
Monitoring and Evaluation Lead	\$ 228.00	\$ 228.00	\$ 235.00
Subject Matter Expert (SME)	\$ 265.00	\$ 265.00	\$ 270.00
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URA/TSA Support	\$ 195.00	\$ 195.00	\$ 205.00
Compliance Specialist	\$ 175.00	\$ 175.00	\$ 182.00
Project Monitor	\$ 170.00	\$ 170.00	\$ 182.00
Claims Specialist	\$ 125.00	\$ 125.00	\$ 130.00
TASK 16 – Technical Systems Specification & Project Management			
Vendor to Indicate All Position Title(s) HERE			
TASK 17 – Environmental Review*	UNIT COST	UNIT COST	UNIT COST
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 Not Subject to §58.5			
Categorically Excluded Subject to §58.5			
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Environmental Impact Statements			

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**NC DEPARTMENT
of COMMERCE**
COMMUNITY REVITALIZATION

EisnerAmper Response to:

State of North Carolina

Department of Commerce

Division of Community Revitalization

Request for Proposals # Doc1677946894

September 11, 2025

Vendor Name: EAG Gulf Coast

Vendor Business Address and Phone Number: 2115 Rexford Rd,
Charlotte, NC 28211, (P) 704.248.2301

Name and Title of Authorized Representative: Jennifer Butler, Partner

Conflict Disclosure: No conflict of interest exists.



Signed Execution Pages and Signed Addenda

Please see Appendix A: Attachments for the full, executed RFP and other forms.

		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:

10. A. Booth

NAME and TITLE (Print or Typed): Jennifer Butler, Partner

DATE: Sept 10, 2025

September 11, 2025

Ms. Angie Dunaway
State of North Carolina
Department of Commerce
Division of Community Revitalization
Angela.Dunaway@commerce.nc.gov

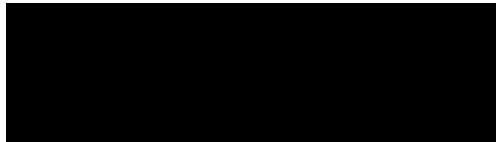
Dear Ms. Dunaway,

EisnerAmper is pleased to submit this proposal to support the North Carolina Department of Commerce, Division of Community Revitalization (DCR), through the Staff Augmentation RFP #Doc1677946894. We appreciate the opportunity to be considered for inclusion in the State's pool of pre-qualified vendors that will provide expert administrative, technical, programmatic, and project support for CDBG-DR and related recovery initiatives.

Our firm has deep experience in disaster recovery, community revitalization, and federal grant compliance. We have successfully supported state and local governments in North Carolina and across the country in administering billions of dollars in CDBG-DR, FEMA, Treasury, and other federally funded programs. Our team brings a proven ability to mobilize quickly, scale staffing as program needs evolve, and deliver disciplined oversight that helps state agencies meet compliance requirements while advancing recovery for impacted communities.

We look forward to working with DCR to strengthen recovery outcomes following Hurricane Helene and to support the State's long-term revitalization goals.

Sincerely,



Jennifer Butler, Partner
jennifer.butler@eisneramper.com
(P) 225.922.4600



Table of Contents

Signed Execution Pages and Signed Addenda	ii
Executive Summary.....	1
Vendor Qualifications and Approach	4
A Brief History of the Organization	4
<i>Rooted in North Carolina</i>	4
Relevant Experience with HUD-funded Programs	5
Expertise in Federal Policies and Requirements	6
Approach to Fulfilling Task Orders	6
<i>TASK 1 — Development of Policies, Procedures, and Standard Operating Procedures (SOPs)</i>	7
<i>TASK 2 — Financial Compliance, Oversight, and Fraud Prevention</i>	12
<i>TASK 3 — Duplication of Benefits (DOB) Compliance</i>	19
<i>TASK 4 — Procurement Compliance and Monitoring.....</i>	26
<i>TASK 5 — Claims, Appeals, and Case Reviews.....</i>	35
<i>TASK 6 — Action Plan Development and Amendments.....</i>	40
<i>TASK 8 — Program Performance Monitoring and Evaluation</i>	48
<i>TASK 10 — Audit Readiness and Monitoring Support.....</i>	52
<i>TASK 12 — Training, Technical Assistance, and Capacity Building</i>	59
<i>TASK 13 — Relocation Program (URA/TRA) Development and Compliance Support</i>	64
<i>TASK 14 — Communication, Public Information, and Outreach Support....</i>	67
<i>TASK 15 — Grant Management</i>	71
Internal Systems for Quality Assurance, Regulatory Compliance, and Project Oversight.....	76
<i>Compliance-Driven Delivery and Timely Performance.....</i>	76
A Summary of Staffing Capacity	76
Resumes and Bios.....	77
Clear Alignment of Proposed Staff with the Type of Work to be Performed	77
Resumes	79
<i>Jennifer Butler — Partner.....</i>	79
<i>Ann Hilzim, PMP — Partner.....</i>	80
<i>Laura Katz, JD — Senior Manager.....</i>	81
<i>Katherine Nesser, CSM, MBTI Certified Practitioner, CEI Practitioner — Director.....</i>	82
<i>Angie Brown — Senior Manager.....</i>	83
<i>LeAnn Ragusa, PMP, CSM, CSPO — Senior Manager.....</i>	84



<i>Nicole Mattier — Manager</i>	85
<i>Jennifer Kurien — Director</i>	86
<i>Courtney Pingel — Senior Project Manager</i>	87
<i>Kristin Bourque, CRMA, CIA — Senior Manager</i>	88
<i>Dana Daigle, Partner</i>	89
<i>Louise Gannuch, Partner</i>	90
<i>Daniel Sardine — Program Manager</i>	91
<i>Angela Lawson — Director</i>	92
<i>Aileen Aponte — Associate Project Manager</i>	93
<i>Solange Cordero — Outreach Engagement Specialist/Deputy Project Manager/Inspections</i>	94
<i>Hannah Crane — Senior Consultant</i>	95
<i>Jane Clark — Senior Manager</i>	96
<i>Peter Cavadini, MNA — Engagement Manager</i>	97
<i>Stafanesha Rogers-Young — Project Manager</i>	98
<i>Angelo Lassey, PMP, CSM — Advisory Manager</i>	99
<i>Delilah Ruiz Manzano — Director</i>	100
<i>Drew Blanchard — Senior Manager</i>	101
<i>Tate Jones — Senior Consultant</i>	102
<i>LeKeesha Dixon — Manager</i>	103
.....	104
Project Examples	104
Proven Experience	104
Appendix A: Attachments	115
Attachment A: Task Order Categories / Pricing	115
Task Order Categories	115
Attachment B: North Carolina Instructions to Vendors	116
Attachment C: North Carolina General Contract Terms & Conditions	117
Attachment D: Location Of Workers Utilized by Vendor	118
Attachment E: Historically Underutilized Businesses Information	119
Attachment F: Certification For Contracts, Grants, Loans and Cooperative Agreements	120
Attachment G: Disclosure of Lobbying Activities	121
Attachment H: Experience	122
Appendix B: Insurance Requirements	123
Appendix C: Financial Information	124
Appendix D: Errata and Exceptions	125
EisnerAmper Exceptions Table	125



www.EisnerAmper.com



The EisnerAmper Team: Independent, Scalable Support for North Carolina's Helene Recovery

The Division of Community Revitalization (DCR) faces the dual challenge of standing up a new agency and administering one of the nation's largest allocations of CDBG-DR funding (\$1.428 billion). EisnerAmper, along with our teaming partner Tidal Basin, offers a uniquely qualified team to provide the flexible staffing, technical expertise, and compliance support necessary to help DCR safeguard these funds, expand capacity, and deliver results for communities. Together, we bring a proven record of administering disaster recovery programs in North Carolina and nationwide, and on-the-ground presence needed to help DCR deliver timely recovery while safeguarding public funds.

Our Qualifications and Approach

Our team has supported federal grant programs for more than two decades, spanning HUD, FEMA, Treasury, and USDA funding streams. We have helped agencies manage CDBG-DR, CDBG-MIT, HOME, ESG, ARPA, and CARES Act programs, reviewing tens of thousands of files, monitoring hundreds of subrecipients, and overseeing billions of dollars in recovery disbursements.

North Carolina Presence

We are already embedded in North Carolina recovery programs, with staff currently serving in ReBuild NC, the HOPE rental assistance program, and the Department of Agriculture's Disaster Crop Loss Program. While our offices are in Raleigh and Charlotte, our team is prepared to travel and support DCR's intake centers in Asheville, Boone, and Marion when on-site presence is required.

Task-Order Readiness

Qualified staff available across the following task categories:

- **Task 1:** Development of Policies, Procedures, and 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 8:** Program Performance Monitoring and Evaluation
- **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

Extensive Federal Grants Experience

- 20+ years supporting HUD, Treasury, and FEMA programs.
- Proven experience managing HUD and Treasury disaster recovery programs nationwide.
- Delivered compliance reviews, monitoring, and oversight of billions in disaster recovery funds.



- **Task 15:** Grant Management

Our scalable model draws on a bench of professionals with direct CDBG-DR experience, available for both surge assignments and long-term placements.

Every engagement is delivered with a compliance-first mindset, using risk-based monitoring, audit-ready documentation, and embedded QA/QC to align with HUD, 2 CFR 200, NCAC, and state-specific requirements.

Our Team

EisnerAmper leads this engagement as prime contractor. We have deep expertise in financial management, grants administration, and compliance oversight. In North Carolina alone, our team has managed more than \$1.5 billion in disbursements through programs such as ReBuild NC, HOPE, and the Department of Agriculture's \$300 million Disaster Crop Loss Program. Nationally, we have supported disaster recovery initiatives in Louisiana, Florida, Texas, and New York, applying a compliance-focused approach that reduces risk, protects funds from repayment, and accelerates delivery to communities.

Tidal Basin complements this expertise with unmatched operational depth. Founded in 2006 by a former FEMA Regional Administrator, the firm has grown into a national leader in emergency management and resilience consulting. Tidal Basin has supported more than 250 clients and managed over \$40 billion in federal, state, and local recovery programs. Its teams bring field-tested knowledge of FEMA PA and IA, CDBG-DR program management, hazard mitigation, housing inspections, debris monitoring, community outreach, and technology integration. This combination of strategic program management and hands-on operational delivery makes Tidal Basin an ideal partner for large-scale, multi-jurisdiction recovery efforts.

Together, the EisnerAmper Team combines financial discipline and audit readiness with operational capacity and strategic planning, giving DCR a partner equipped for both immediate recovery needs and sustainable long-term outcomes. This partnership provides DCR with immediate deployment capability, deep regulatory fluency, and the ability to scale across the targeted task order categories.

Our Value to DCR

We bring more than compliance checks, we connect financial controls, program operations, and staff capacity into a single, accountable framework. By pairing EisnerAmper's financial and audit expertise with Tidal Basin's operational depth, DCR gains a team that safeguards program integrity while supporting daily delivery.

Our value lies in operationalizing policy, not just drafting it. We translate procedures into real workflows, training staff to apply rules consistently and resolving appeals fairly. We also view training and outreach as compliance tools, helping staff and the public understand program

Scalable Staffing
<ul style="list-style-type: none">• Professionals with direct CDBG-DR experience.• Flexible model to support short-term surge or long-term assignments.
Compliance-First Delivery
<ul style="list-style-type: none">• Risk-based monitoring and tiered oversight.• Embedded QA/QC and audit-ready documentation practices.• Aligned with HUD, 2 CFR 200, and state requirements.



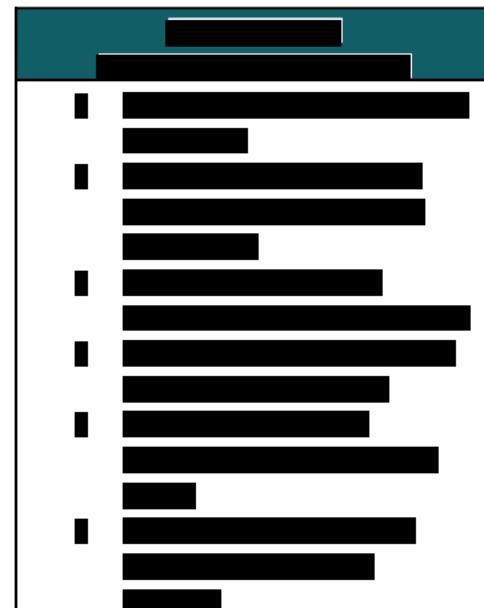
requirements and reducing errors that can trigger findings.

This integrated approach makes us both a compliance backstop and an implementation partner. From disbursement through oversight to corrective action, we provide continuity across every stage of recovery. That perspective allows DCR to deliver funds quickly while maintaining transparency and public trust.

Our Commitment

The EisnerAmper Team is committed to working side by side with DCR to deliver a recovery that is efficient, transparent, and accountable. We will apply lessons from North Carolina and national recovery programs to provide solutions that are defensible in audits, practical for staff, and clear to the public.

By combining EisnerAmper's programmatic and financial management expertise with Tidal Basin's operational depth, the EisnerAmper Team offers end-to-end support across the full lifecycle of recovery. From the first disbursement through long-term closeout, we will provide tools, training, and real-time assistance that reduce risk, build capacity, and strengthen public trust.



The EisnerAmper Team is ready to provide immediate, scalable support to help North Carolina deliver a resilient, transparent, and accountable recovery.



A Brief History of the Organization

EisnerAmper

EisnerAmper brings more than 20 years of experience managing and monitoring federally funded recovery programs, with specialized capabilities in CDBG-DR grant compliance, subrecipient oversight, internal audit, anti-fraud waste and abuse, and funds disbursement. Our professionals have served key advisory and technical roles for some of the country's largest post-disaster recovery efforts, including projects for the State of North Carolina, City of Houston, State of Louisiana, State of New York, and State of Florida. We have helped distribute billions in HUD and Treasury funding and have advised on programs tied to a host of hurricanes, including Delta, Florence, Harvey, Ian, Ida, Irma, Katrina, Laura, Matthew, and Sandy.

Tidal Basin

Founded in 2006 by former presidentially appointed FEMA Region One Administrator, Daniel A. Craig, Tidal Basin Group has grown from a small company focused on supporting communities with disaster recovery to a powerhouse management consulting firm with integrated technology, resilience, and emergency management solutions. Our team is led by industry experts, including former FEMA and state government senior leadership, providing us with unmatched expertise in emergency and program management solutions.

As a leader in the industry, we have successfully supported our clients with some of the most complex, large-scale programs and disaster recovery initiatives in recent history. We are dedicated to helping our clients navigate every emergency management phase, from preparedness and response to long-term recovery and mitigation. Our core values of People First, Creativity, and Collaboration drive our actions and purpose, to deliver agile, integrated solutions that enhance resilience within communities and help organizations respond, recover, and rebuild effectively.

Rooted in North Carolina

Our team has deep experience supporting North Carolina state agencies and local governments, including direct work with NCORR, NC Emergency Management, NC Natural and Culture Resources, the NC Department of Agriculture, Wilson County, and North Carolina

Association of County Commissioners. We have helped these entities navigate HUD and Treasury compliance requirements, build audit-ready documentation systems, and disburse recovery funds quickly and accurately.

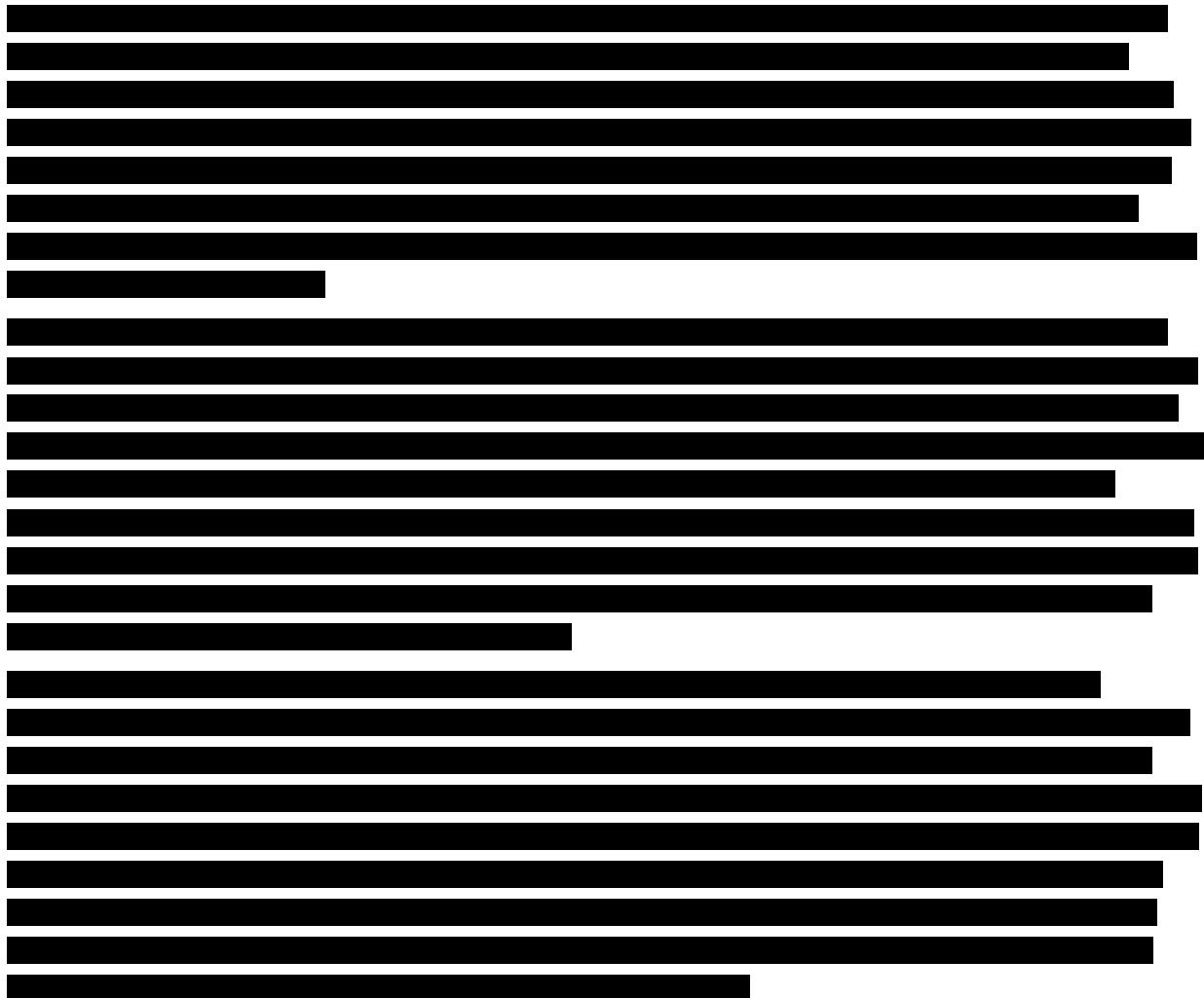
We operate out of physical offices in Raleigh and Charlotte, with personnel embedded in North Carolina based recovery efforts. With staff already in place, we are positioned to begin immediately without ramp-up, reducing DCR's oversight risk from day one and accelerating the delivery of practical, field-tested technical assistance to local partners.

North Carolina Presence

Local offices, embedded staff, and a history of helping communities recover and thrive.

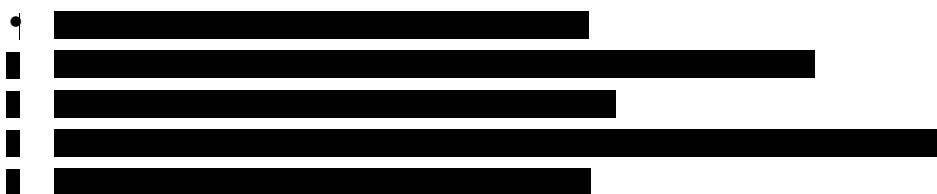


Relevant Experience with HUD-funded Programs



Tidal Basin

Tidal Basin brings deep experience, having managed more than \$14 billion CDBG-DR and mitigation programs across the country. We deliver expert-level guidance, technical assistance, and advisory services in program management, program implementation, grant management, disaster recovery, rehabilitation and reconstruction management, call center establishment and operation, grant compliance, monitoring, and more.





Expertise in Federal Policies and Requirements

Proven expertise in HUD, Treasury, FEMA, and state-level compliance frameworks.

EisnerAmper has extensive experience guiding clients through the complex regulatory environment that governs federally funded disaster recovery programs. Our professionals are well-versed in the requirements of **2 CFR 200 (Uniform Guidance), the Stafford Act, HUD CDBG-DR regulations, FEMA PA/HMGP, and state procurement laws**.

We have successfully applied these policies while supporting large-scale recovery programs and guided disaster programs through OIG reviews, HUD monitoring visits, and state-level audits with no major findings. Our compliance-first approach will give DCR confidence that every dollar is thoroughly documented, properly justified, and safeguarded against de-obligation, while ensuring that projects not only accelerate community recovery but consistently meet the highest standards of federal and state compliance.

Approach to Fulfilling Task Orders

Our approach to fulfilling task orders is designed to provide the Division of Community Revitalization (DCR) with highly qualified personnel, proven methodologies, and scalable systems that ensure responsive, compliant, and outcome-focused support across the selected categories. By aligning staff expertise with the specific needs of Tasks 1, 2, 3, 4, 5, 6, 8, 10, 12, 13, 14, and 15, we are positioned to assist DCR with developing clear policies and procedures, strengthening financial and compliance oversight, supporting action plan development, building program capacity, and providing effective communication and outreach. We will draw on EisnerAmper's deep experience with HUD-funded recovery programs to ensure each task order is addressed with rigor, timeliness, and a focus on measurable results. This framework allows us to adapt to evolving program priorities while ensuring consistency, accountability, and transparency in all deliverables.

Compliance First

- Deep knowledge of 2 CFR 200 Uniform Guidance and HUD cross-cutting requirements
- Experienced in OIG, HUD, Treasury, and FEMA monitoring reviews with strong outcomes
- Proven compliance with Stafford Act and duplication of benefits policies
- Track record of aligning state procurement rules and federal guidelines
- Successful navigation of HUD Environmental and Historic Preservation (EHP) reviews



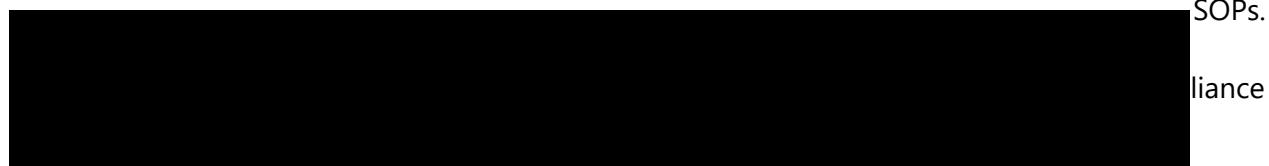
TASK 1 — Development of Policies, Procedures, and Standard Operating Procedures (SOPs)

Laying the Foundation for Compliance and Consistency

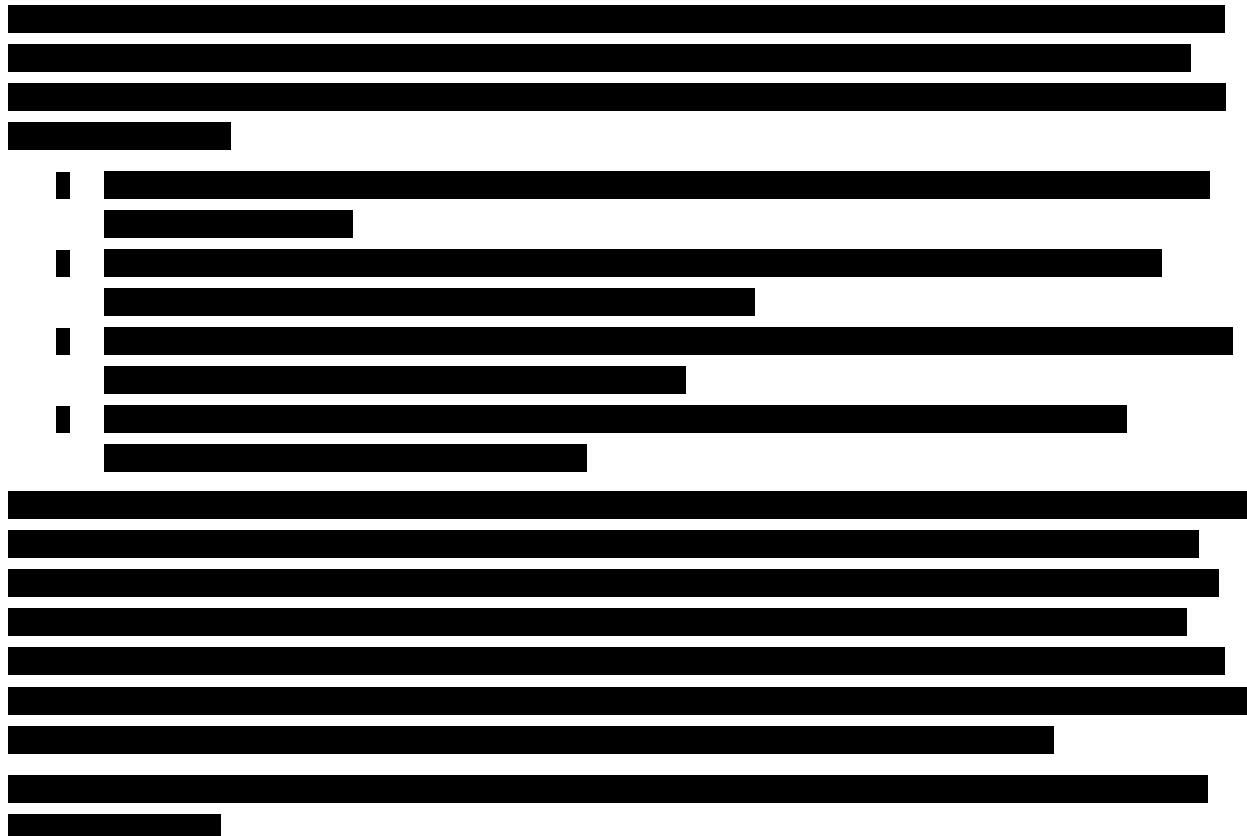
The Division of Community Revitalization (DCR) has been entrusted with managing over a billion dollars in recovery funding to help North Carolina communities rebuild after Hurricane Helene. With such a large and visible investment comes heightened scrutiny from HUD, state leaders, and the public. The only way to deliver these programs with credibility is to ground every action in written, consistent, and enforceable rules. Policies and SOPs are more than paperwork; they are the backbone of a compliant and efficient recovery effort. They provide staff with clarity, create accountability to funders, and give residents confidence that programs are fair and transparent. Our philosophy is that policy work should not sit on a shelf, it should drive daily decision-making and program performance.

Our policies and SOPs are grounded in the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200)* and the *Community Development Block Grant Program Regulations (24 CFR Part 570)*, and HUD's federal register notices for CDBG-DR allocations. These provide the federal framework for financial management, procurement, eligibility, and recordkeeping that applies across every CDBG-DR program.





Drafting and Alignment



Stakeholder Validation

Drafts are then shared with DCR leadership, program managers, and implementation partners for validation. This step is more than review; it is a structured process for building consensus. Through structured working and feedback sessions, we confirm that policies reflect both regulatory intent and on-the-ground realities. In prior engagements, such as Louisiana's Restore Program, these sessions helped refine closeout procedures that later enabled the state to pass HUD monitoring with no major findings. In North Carolina, we will replicate that collaborative approach.

During this stage, we pilot tools such as templates, forms, and checklists with staff to confirm usability. Reporting instructions are tested against live program data, and reconciliation and closeout steps are validated with finance staff to confirm they work in practice. Validation tools are aligned with **HUD's CPD Monitoring Handbook (6509.2) Chapter 6: Disaster Recovery Community Development Block Grant**, which provides the federal standard for compliance checklists and monitoring protocols for CDBG-DR grants.



This produces SOPs and tools that staff trust and can implement confidently. Following validation, we finalize SOPs and deliver training so staff can apply them consistently across the state.

Finalization and Training

Once validated, policies and SOPs are finalized into structured manuals and practical tools. Each SOP includes step-by-step instructions, standardized forms, and job aids. Training sessions, both virtual and in-person, allow staff to practice applying them to real scenarios. For example, in ReBuild NC we trained staff in 11 offices using newly created intake checklists, which significantly improved the consistency of eligibility determinations. Our training approach focuses on comprehension and confidence, so staff can quickly adopt new procedures and apply them accurately.

At this stage, we finalize user-ready templates, reporting job aids, and a closeout playbook. Training materials are developed in parallel and tied directly to SOPs, so adoption happens seamlessly. This gives staff the ability to apply procedures quickly and accurately, reducing learning curves and minimizing errors in live program delivery. Our training and job aids also incorporate **HUD's Disaster Recovery Grant Reporting (DRGR) System Guidance** and DRGR data upload templates, so that staff know exactly how to capture and document the information needed to access grant funds and report performance accomplishments for grant-funded activities.

As SOPs are adopted, we continue to support DCR with updates and quality reviews to keep guidance current as HUD and state requirements evolve.

Continuous Updating

Disaster recovery programs evolve as HUD issues new guidance and as state priorities shift. To keep pace, we build in mechanisms for continuous updating. We maintain version control, track revisions through redlined SOPs, and provide refresher training as changes occur. This approach keeps DCR's policies as living documents, current, relevant, and defensible under federal or state review.

All policies and SOPs are housed in a centralized, version-controlled repository such as SharePoint or DCR's preferred platform. This gives staff easy access to the most current versions while creating a clear audit trail for HUD or state monitoring. Staff always have current guidance, reporting remains aligned with federal requirements, and closeout files stay audit ready.

Audit Readiness

It's not an afterthought—it is built into every stage. SOPs include compliance controls, citations, and checklists that mirror HUD monitoring tools. Our QA/QC reviews surface issues before HUD or OIG does, giving DCR confidence that files, processes, and systems remain audit ready.



Commitment to Quality in Policy and SOP Development



Quality is not a checkpoint at the end of our process; it runs through every stage. During the assessment, we establish baseline risks and compliance obligations that translate into measurable quality targets. Drafting ties each procedure to citations and documentation standards. Validation sessions function as live QA reviews against real cases. Finalization includes independent reviewers for clarity and accuracy before training materials are released. After implementation, ongoing updates operate as a continuous quality loop that reduces rework and audit exposure.

Our Experience Turning Policy into Practice

The strength of our approach lies in our history of helping states translate policy into day-to-day operations. In North Carolina, our team supported ReBuild NC by creating and operationalizing financial management SOPs that governed more than 90,000 payments totaling over \$500 million, demonstrating that well-structured policies can support program delivery at scale. In Louisiana, we developed SOPs and QA/QC processes for Restore Louisiana that supported more than 49,000 eligibility and construction file reviews and helped the state avoid major HUD findings. In Florida, we revised SOPs and trained field staff for the Rebuild Florida Housing

Repair and Replacement Program, embedding QA/QC protocols into intake and eligibility so procedures were applied consistently statewide. And in Houston, following Hurricane Harvey, we authored policy manuals, compliance checklists, and monitoring procedures that guided implementation for one of the nation's most complex recovery efforts.

Proven In Practice

Clear, well-structured SOPs give staff the confidence to act quickly and accurately under pressure. This ability to deploy policy is what distinguishes our approach.

What unites these experiences is not simply writing policy but making sure it works in practice. We have sat side by side with staff applying SOPs to real cases, seen where documentation tends to fall short, and built in tools to catch issues before they become audit findings.

Specialized Team with HUD and CDBG-DR Expertise

Our team includes professionals with the certifications and experience necessary to deliver this work at the highest level. Certified Public Accountants, Certified Internal Auditors, Certified Fraud Examiners, and Project Management Professionals bring both technical rigor and operational judgment. Many of our staff have led or advised on policy development for state-level CDBG-DR programs, and others have direct HUD experience, including drafting guidance used nationwide. Together, this team offers a mix of policy authorship, compliance enforcement, QA/QC expertise, and training leadership. That combination means we can produce policies that are defensible, practical, and teachable.

Ramp-Up Capacity

DCR requires a partner that can scale services quickly across task orders as program priorities shift. Our staffing model is built with this flexibility in mind. We maintain a pre-vetted pool of professionals with disaster recovery, compliance, and program management backgrounds who



can be mobilized within days. This includes subject matter experts in housing, infrastructure, financial oversight, and training.

During previous engagements, such as our support to NCORR's ReBuild program, we surged staff into regional intake centers on short notice, allowing the program to keep pace with demand. This ability to flex resources means DCR will not experience delays in implementing or updating policies and SOPs, even when recovery timelines accelerate or program needs expand. With established offices in Raleigh and Charlotte, we are positioned to provide on-the-ground support across North Carolina, ensuring DCR receives rapid, responsive assistance from professionals who already work in the state.

Practical Deliverables That Support Daily Operations

These activities result in tangible outputs for DCR, policies, SOPs, tools, and guidance materials that are practical, auditable, and easy for staff to use. The table below summarizes these outputs and the outcomes they drive.

Deliverable	Description	Outcome (What Success Looks Like)
[REDACTED]	[REDACTED]	[REDACTED]

Building a Sustainable Policy Framework for North Carolina's Recovery

Policy, Procedure, and SOP Development is about creating the rules and tools that will govern every aspect of North Carolina's recovery programs. But the true measure of success is not the number of pages produced; it is whether those pages help staff deliver assistance more fairly, quickly, and accurately. HUD guidance gives DCR a living policy framework, one that evolves with HUD guidance, embeds compliance controls from the outset, and equips staff with the confidence to carry out their responsibilities. By combining technical rigor with usability, we help DCR safeguard federal funds while accelerating recovery for the communities that need it most.



TASK 2 — Financial Compliance, Oversight, and Fraud Prevention

Safeguarding the Integrity of Recovery Funds

The Division of Community Revitalization (DCR) has been entrusted with managing more than a billion dollars in Community Development Block Grant–Disaster Recovery (CDBG-DR) funds to rebuild communities impacted by Hurricane Helene. With an allocation of this scale, financial oversight is not just an administrative task; it is a safeguard that protects the integrity of the entire recovery effort. Every disbursement, from large infrastructure reimbursements to small subrecipient drawdowns, must be transparent, compliant, and backed by a defensible audit trail.

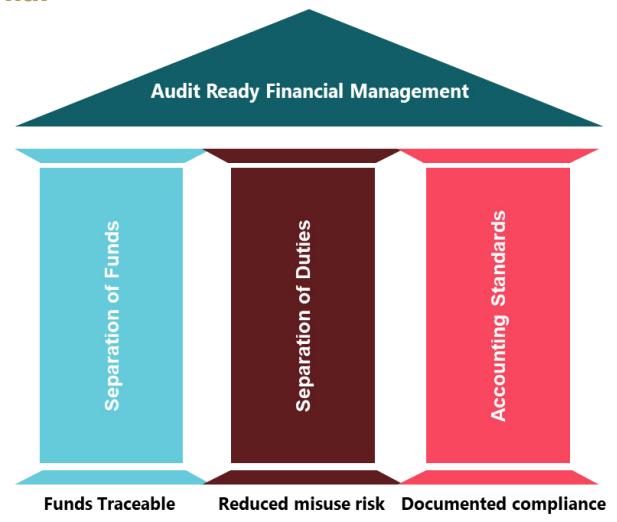
Strong financial management processes are the backbone of program credibility. They prevent fraud, waste, and abuse; reassure residents that funds are being used as intended; and equip state leaders with accurate, timely information to make decisions. At the federal level, HUD and the Office of Inspector General closely monitor CDBG-DR programs. States that fall short risk repayment demands, delayed recovery, and reputational damage. By contrast, programs with strong controls not only withstand audits but also gain the trust of HUD, the legislature, and the public they serve.

Our approach to financial compliance begins with the principle that every dollar should be traceable from appropriation to expenditure. We embed controls into daily operations so that DCR staff and subrecipients can carry out their responsibilities confidently, knowing that systems are in place to catch errors and irregularities before they become findings. This work is not about slowing down disbursement; it is about giving DCR the tools to move quickly while maintaining full compliance and transparency. In doing so, we help DCR achieve both of its mandates: to accelerate recovery and to protect public funds.

Our Structured Approach to Financial Compliance and Oversight

Financial Controls That Protect Every Dollar

We are committed to serving as responsible stewards of CDBG-DR funds. Our written financial policies and internal controls for fund tracking, separation of CDBG-DR funds, and proper accounting establish the framework for protecting every dollar. We begin by establishing written financial policies that clearly define how funds are tracked, approved, and reported. Our controls are built on three pillars: separation of funds, separation of duties, and compliance with federal and state accounting standards.



- **Separation of funds** is fundamental. CDBG-DR dollars must never be commingled with other revenue streams. We create transparent tracking systems that distinguish recovery



funds from other funds, including state, local and other federal sources, at every step, for ease of accounting and reconciliation and so auditors can follow a clear chain of custody for each transaction.

- **Separation of duties** reduces risk by making sure no one individual controls a financial transaction from start to finish. By assigning responsibilities for initiation, review, and approval across different staff roles, we minimize the possibility of errors or misuse.
- **Accounting standards** guide every financial policy. We align with 2 CFR 200 and North Carolina requirements, documenting that every expense is allowable, allocable, and properly supported.

In practice, these controls give DCR staff a straightforward framework to follow while creating documentation that withstands HUD or state review. Our financial management systems are designed not to burden staff, but to simplify their work. By embedding compliance steps into daily processes, staff gain confidence that each decision is properly supported, and DCR leadership gains assurance that every dollar is traceable and defensible.

These written policies and controls create the foundation for our fraud, waste, and abuse prevention protocols.

Fraud, Waste, and Abuse Prevention

We design fraud, waste, and abuse prevention protocols and detection tools that are embedded into every financial process we oversee. Preventing fraud, waste, and abuse (FWA) is not an afterthought in our model, it is integrated into every financial process we design. Our philosophy is that the best fraud protection is preventive: build controls into daily workflows, so irregularities are identified before they become findings or reputational risks for DCR.

Our approach includes multiple layers:

- **Embedded Detection Tools.** We incorporate automated exception reporting into reimbursement request reviews, invoice testing, and drawdown reconciliations. These checks flag anomalies such as duplicate payments, unsupported charges, or unusual vendor activity. Exceptions are routed into a documented review process, so issues are not just identified, but resolved.
- **Staff and Subrecipient Training.** Controls are only effective if staff know how to apply them. We provide targeted training on fraud "red flags" such as duplicate vendor IDs, unexplained invoice adjustments, or conflicts of interest. We train subrecipients to recognize and report suspicious activity, creating an early-warning system that multiplies the reach of DCR's compliance team.
- **Case Handling Protocols.** When suspected fraud or waste is identified, we apply a structured escalation process: notification, documentation, investigation, and resolution. Every step is logged in a centralized fraud monitoring system, creating a defensible trail for HUD, OIG, or state oversight bodies.

Controls in Action
In prior CDBG-DR engagements, our financial management Standard Operating Procedures (SOPs) supported the processing of tens of thousands of payments. By designing fund tracking and reconciliation steps up front , we helped our clients maintain compliance under heavy federal scrutiny while disbursing recovery dollars quickly.



In practice, these measures give DCR two protections: immediate prevention of irregular payments, and long-term deterrence by making clear that every transaction is reviewed against documented controls. With prevention protocols built into daily processes, we extend compliance through monitoring plans and tools that hold subrecipients and contractors to the same high standards.

Monitoring and Oversight of Subrecipients and Contractors

Our monitoring plans and tools for financial oversight of subrecipients and contractors meet federal requirements while also supporting partner capacity and accountability. Strong internal controls at the state level are only effective if subrecipients and contractors also apply the same standards. Our approach to monitoring balances compliance rigor with practical support, so that DCR not only detects issues but also helps partners improve their financial stewardship.

Our monitoring plans are designed to comply with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (**2 CFR § 200.332(d)**), which requires pass-through entities to monitor subrecipients for both compliance and performance. We also align our practices with *HUD's Community Planning and Development (CPD) Monitoring Handbook* (**HUD Handbook 6509.2, Chapter 6**), which provides the federal framework for site visits, desk reviews, and documentation standards. Embedding these requirements into daily monitoring activities gives DCR a defensible record that withstands both HUD and Office of the Inspector General (OIG) scrutiny. Our monitoring process includes:

- **Reimbursement request testing:** Confirming invoices and supporting documentation align with procurement rules, cost reasonableness standards, and contract terms.
- **Transaction sampling:** Selecting high-risk or high-value transactions for deeper review to detect irregularities before they escalate.
- **Site visits:** Comparing financial records to physical progress, verifying that expenditures reflect the work actually completed.

We recognize that in North Carolina, subrecipients vary widely, from large municipalities with dedicated finance teams to smaller rural counties with limited staff capacity. Our approach is to design monitoring tools that work across this spectrum. This flexibility helps DCR apply a consistent oversight standard statewide, while giving each partner the tools appropriate for their operating environment.

To make monitoring more than a compliance exercise, we track findings and corrective actions in a central system. This allows DCR to see which issues recur across subrecipients, where additional training may be needed, and which corrective actions are overdue. Our goal is not just to identify problems but to reduce repeat findings through capacity-building.

This model gives DCR leadership visibility into subrecipient performance in real time. It also gives HUD and state auditors a defensible record that demonstrates oversight was consistent, documented, and timely. By combining technical compliance with practical tools, monitoring becomes a driver of accountability, not just a requirement to be checked off. The results of this monitoring flow directly into dashboards and KPI systems, giving DCR leadership visibility into both compliance status and financial performance.



Dashboards and KPI Tracking

We develop financial performance dashboards, KPI tracking systems, and corrective action procedures that translate compliance data into reportable insights for DCR leadership. Oversight is strongest when leadership has clear, real-time insight into program performance. We build financial dashboards and key performance indicator (KPI) tracking systems that take compliance data and translate it into actionable intelligence for DCR. These tools are not designed for reporting alone; they are management instruments that allow leadership to see where risks are forming and act before they escalate.

Dashboards are configured to track indicators such as drawdown cycle times, reimbursement error rates, and the frequency and severity of monitoring findings. We also include resolution timelines for corrective actions, so leaders can see not only where issues exist but how quickly they are being addressed. By aligning these dashboards with HUD's Disaster Recovery Grant Reporting (DRGR) system and quarterly performance reporting (QPR) requirements, we create a single source of truth that supports both internal management and federal compliance.

For program staff, dashboards function as a practical tool to manage daily tasks. For DCR leadership, they provide a high-level view of financial health, compliance posture, and risk exposure across the portfolio. This dual function helps DCR stay audit-ready while also empowering staff to manage programs efficiently.

The outcome is a monitoring environment, where data drives decisions. Instead of reacting to audit findings months later, DCR can see risk patterns in real time, intervene early, and demonstrate to HUD and state oversight bodies that funds are being managed with transparency and accountability. These dashboards not only provide real-time oversight but also feed into our broader quality framework, where corrective actions are tracked and improvements are continuously reinforced.

Beyond Compliance

Our approach to financial oversight goes beyond baseline compliance. EisnerAmper provides added value that gives DCR confidence its recovery funds are being managed with rigor and transparency

Commitment to Quality in Financial Oversight



Protecting federal funds requires more than strong processes, it requires a quality framework that operates continuously. We apply multi-tiered QA/QC reviews across all financial oversight activities, including reimbursement requests, monitoring logs, and corrective action plans. Each review is checked for accuracy, timeliness, and compliance before it is finalized.

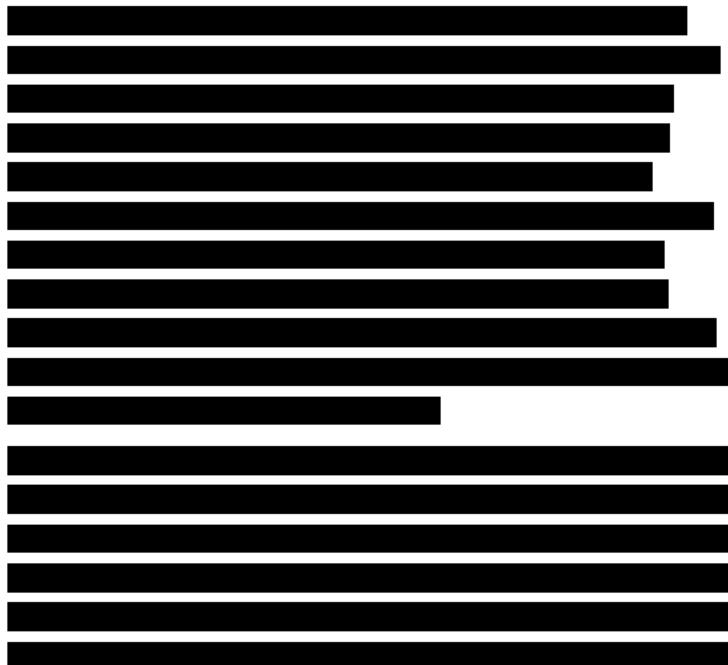
We maintain audit-ready documentation in a secure, centralized system such as SharePoint. This structure enforces version control, standardized file naming, and reviewer sign-off, giving DCR leadership confidence that every record is complete, traceable, and defensible in a HUD or state audit.

Quality is not static. We analyze monitoring results and auditor feedback to identify recurring risks or documentation challenges. Those insights inform updates to review tools, training, and



procedures. This continuous improvement loop reduces repeat findings and shortens corrective action timelines, giving DCR a proactive compliance posture rather than a reactive one.

Proven Record in Financial Compliance and Monitoring



Financial Management in Action

Our Financial Management team performs a monthly disbursement reconciliation that accounts for all funds expended, triangulating information from the state, the disbursement system, and the system of record. For every program where we have managed disbursements, ***we have reconciled to the penny every month.***

Specialized Team in Finance, Audit, and Fraud Prevention

Our financial oversight team combines technical accounting expertise with decades of disaster recovery experience. This balance means DCR will have professionals who not only understand federal requirements but also know how to operationalize them in a high-volume recovery environment. Our team includes:

- Certified Public Accountants (CPAs) who design and validate accounting controls, ensuring all disbursements meet federal cost principles.
- Certified Internal Auditors (CIAs) with deep experience in risk assessment and internal control frameworks, providing confidence that processes will withstand audit review.
- Certified Fraud Examiners (CFEs) who specialize in fraud prevention and detection, embedding anti-fraud measures into every financial process.
- Project Management Professionals (PMPs) who coordinate rollout of financial oversight tools across programs, ensuring timeliness and consistency.

Together, this team brings direct experience supporting HUD CDBG-DR, Treasury ERAP, and state-funded disaster recovery programs in North Carolina, Louisiana, Georgia, Florida, and beyond. Their credentials are backed by years of hands-on oversight work. This depth of experience provides DCR with a partner capable of protecting federal funds while enabling efficient recovery.



Proven Oversight at Scale

- \$512M in payments processed under ReBuild NC with reconciliations and audit-ready files.
- \$689M disbursements in support of NC's HOPE Program with 2-day turnaround at peak.
- 49,000+ file reviews completed for Restore Louisiana, supporting compliance and cost recovery.

Ramp-up Capacity

Financial oversight needs can change quickly as new programs launch, or disbursement volumes increase. DCR requires a partner that can expand capacity without compromising quality. Our staffing model is designed for this flexibility. We maintain a pre-vetted pool of professionals with backgrounds in grants management, internal audit, accounting, financial policy design, and fraud detection who can be mobilized within days.

In North Carolina, our financial management and disbursement teams have scaled rapidly to meet demand, processing more than 2,000 payments a day at the peak of the HOPE rental assistance program and managing over \$500 million in CDBG-DR disbursements for ReBuild NC. With offices in both Raleigh and Charlotte, we are positioned to provide on-the-ground support quickly if needed, coordinate with state agencies, and maintain a continuous presence close to program operations.

Our approach to surge staffing is not limited to volume. We also adapt skill sets as priorities shift. If DCR requires more intensive invoice review, additional CIAs and CPAs can be assigned. If fraud risk increases, CFEs are brought in to focus on prevention, detection and escalation. This tiered approach to resource deployment gives DCR confidence that financial oversight will remain strong even as program conditions evolve.

Practical Tools and Outcomes

The following deliverables translate our approach into tangible tools and results that give DCR clear oversight, stronger controls, and defensible compliance.

Deliverable / Tool	Description	Outcome (What Success Looks Like)
Written Financial Policies	Policies governing fund tracking, separation of CDBG-DR funds, accounting standards, and documentation.	Transparent financial management, clear audit trail, and reduced risk of misallocation.
Fraud, Waste, and Abuse Protocols	Embedded prevention measures, including automated exception reporting, fraud risk training, and escalation procedures.	Reduced fraud risk, earlier detection of irregularities, and strengthened public trust.
Monitoring Plans and Tools	Structured checklists, sampling methodologies, and monitoring logs for subrecipients and contractors.	Consistent oversight, timely identification of issues, and documented corrective actions.
Compliance Reviews	Desk reviews and site visits to confirm eligibility of award approvals, reimbursement requests, and expenditures.	Fewer audit findings, faster resolution of compliance issues, and improved accountability.



Deliverable / Tool	Description	Outcome (What Success Looks Like)
Dashboards and KPI Tracking	Financial dashboards linked to DRGR and QPR reporting, tracking drawdowns, error trends, and corrective action timelines.	Real-time visibility into program health, proactive risk management, and continuous audit readiness.

Together, these deliverables provide DCR with more than compliance checklists. They create a financial oversight framework that is transparent, audit-ready, and practical for staff and subrecipients to use every day. By embedding fraud prevention, monitoring, and performance tracking into routine operations, these tools not only safeguard federal funds but also strengthen public trust and give state leadership real-time visibility into program health.

Building a Culture of Financial Integrity

Financial compliance and oversight is about more than creating policies or dashboards, it is about building a culture of integrity that runs through every transaction, monitoring visit, and compliance review. Our approach combines strong financial controls, proactive fraud prevention, and transparent oversight tools so that DCR can manage billions in recovery funds with confidence.

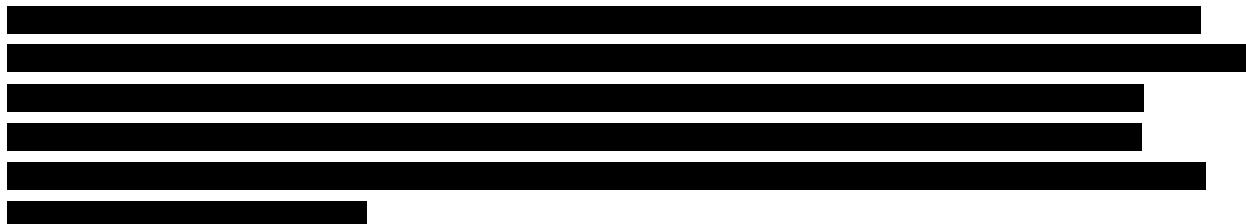
This culture of integrity protects federal dollars from fraud, waste, and abuse, while also giving program staff the tools they need to work efficiently and accurately. It reassures HUD and state oversight bodies that North Carolina is meeting its compliance obligations and strengthens public trust by showing residents that recovery funds are being used exactly as intended. By embedding compliance into daily operations, we help DCR achieve both of its mandates: accelerating recovery for communities while safeguarding the resources entrusted to the State.



TASK 3 — Duplication of Benefits (DOB) Compliance

Safeguarding Equity and Program Integrity

The following section outlines our approach to Duplication of Benefits (DOB) compliance, a critical requirement for North Carolina's Hurricane Helene recovery programs. With billions in federal and state funds at stake, strong DOB controls give DCR the ability to deliver assistance quickly while maintaining public confidence and meeting HUD standards



For the Division of Community Revitalization (DCR), DOB compliance is about more than regulatory adherence. It is a mechanism for equity and accountability. By embedding clear policies and consistent workflows, DCR can deliver funds quickly to households and businesses that need them most, while demonstrating to HUD and state leaders that every award is defensible. Robust DOB prevention practices also help level the playing field: whether a homeowner in western North Carolina is navigating insurance settlements or a small business is awaiting SBA loan decisions, each applicant benefits from a transparent and consistent approach to eligibility.

Our Structured Approach to DOB Compliance

Effective DOB compliance requires more than a one-time eligibility check. It must be embedded into every stage of program delivery, from intake through closeout, so that assistance is awarded fairly, delivered quickly, and defended confidently under audit. Our approach combines written policies, automated data tools, practical workflows, and ongoing file management to give DCR a framework that is both rigorous and usable across North Carolina's diverse recovery programs.

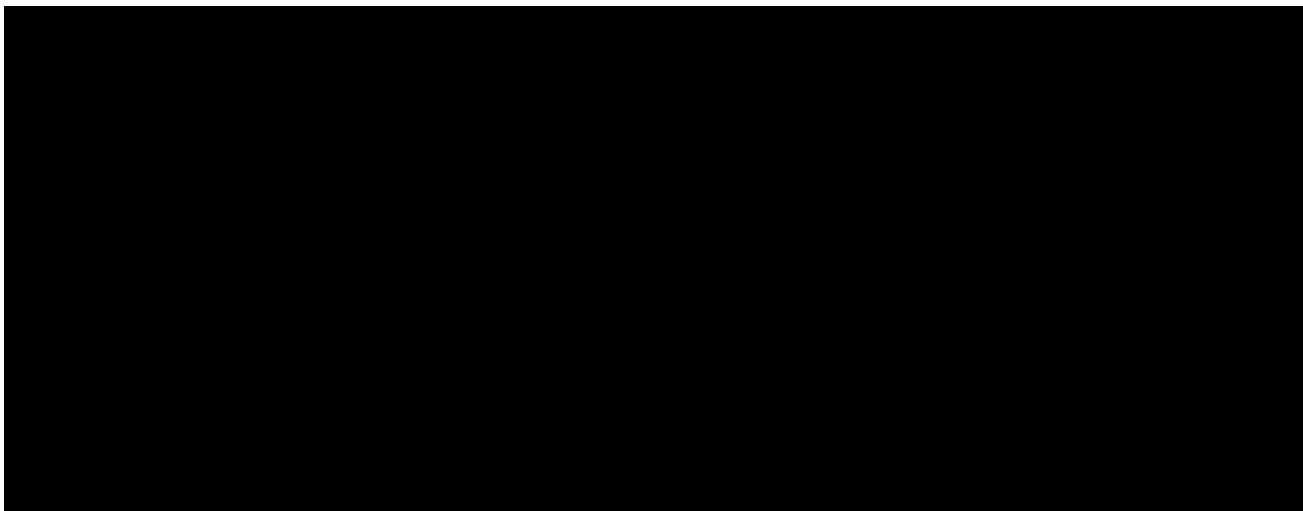
Policy Development: Translating HUD Rules into Usable Guidance

Clear, documented policies are the foundation of DOB compliance. We draft policies aligned with HUD's *Section 312 requirements under the Stafford Act*, CDBG-DR regulations, and HUD's *June 2019 Federal Register guidance*. These policies define how assistance is identified, what sources must be considered, and the order of benefit application when overlaps occur.

We translate these federal requirements into operational standards that staff and subrecipients can apply consistently. Policies are developed with decision trees, examples of benefit types, and step-by-step instructions for documenting determinations. For example, they specify not just that SBA loans are considered DOB, but how to document loan status, when to request supporting information, and how to proceed if repayment has been waived. This makes compliance practical rather than interpretive.



This specificity is especially important in North Carolina, where recovery spans both large urban centers and smaller rural counties with limited staff capacity. Applicants often juggle multiple aid sources, FEMA, insurance, and charitable aid, without a clear understanding of how each affects their award. By creating policies that are both compliant and user-friendly, DCR can achieve statewide consistency, reduce audit risk, and help applicants receive timely, fair outcomes while avoiding DOB.



Once the framework has been established through policy, the next step is maintaining compliance by validating applicant information against reliable third-party data sources.





- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Built-In Compliance, Not Added Burden

DOB prevention does not have to slow recovery. By embedding exception reporting and risk scoring directly into daily workflows, DCR staff can process applications faster while maintaining audit-ready documentation. This reduces rework, protects funds, and gives applicants confidence that benefits are awarded fairly and consistently. [REDACTED]

With data tools maintaining vigilance across the program, the next step is to equip staff with practical workflows and templates that embed DOB compliance into daily case management.

Workflows and Templates: Making Compliance Practical

Even the strongest policies and data tools only work if staff have practical ways to apply them case by case. To make DOB prevention part of daily operations, we provide workflows and templates that translate federal rules into clear, repeatable steps. These tools are designed to be usable in both high-volume urban centers and resource-constrained rural counties, creating consistency statewide. [REDACTED]

- [REDACTED]
- [REDACTED]
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- [REDACTED]
- [REDACTED]

By giving staff practical tools, we make DOB compliance less about interpretation and more about consistent execution. This not only reduces the risk of repayment demands but also helps applicants move through the process more quickly, with fewer delays caused by inconsistent documentation. With staff equipped with workflows and templates, the final element is continuous oversight, managing compliance throughout intake, disbursement, and closeout so every file remains defensible under review.

Processing and Compliance Management: Building an Audit-Ready Trail

DOB compliance is not a one-time eligibility check; it must be managed across the entire lifecycle of each case. Our approach embeds DOB validation into intake, eligibility determinations, disbursement, and closeout, creating a consistent, defensible record for every applicant file. The table below illustrates how this process works in practice and why each step matters for protecting funds and building audit-ready documentation.



Stage	How We Manage DOB Compliance	Why This Is Important
[REDACTED]	<ul style="list-style-type: none">[REDACTED][REDACTED][REDACTED][REDACTED][REDACTED][REDACTED][REDACTED][REDACTED]	<ul style="list-style-type: none">[REDACTED][REDACTED]
[REDACTED]	<ul style="list-style-type: none">[REDACTED][REDACTED][REDACTED][REDACTED][REDACTED][REDACTED][REDACTED][REDACTED][REDACTED]	<ul style="list-style-type: none">[REDACTED][REDACTED][REDACTED]
[REDACTED]	<ul style="list-style-type: none">[REDACTED][REDACTED][REDACTED][REDACTED][REDACTED][REDACTED][REDACTED][REDACTED]	<ul style="list-style-type: none">[REDACTED][REDACTED][REDACTED]
[REDACTED]	<ul style="list-style-type: none">[REDACTED][REDACTED][REDACTED][REDACTED][REDACTED][REDACTED][REDACTED][REDACTED]	<ul style="list-style-type: none">[REDACTED][REDACTED][REDACTED]

By embedding DOB controls throughout intake, eligibility, disbursement, and closeout, DCR gains a compliance model that is both proactive and transparent. This process provides confidence that funds are being managed responsibly while allowing recovery to move forward without delays.



Having established how DOB prevention is applied in practice, the next section outlines our quality approach the checks, reviews, and continuous improvements that strengthen compliance over time.

Commitment to Quality in DOB Monitoring



Strong DOB controls must do more than detect duplication, they must stand up to audit and monitored reviews long after funds are disbursed. Our quality framework applies multiple layers of review to keep determinations accurate, consistent, and audit ready. By integrating QA/QC into each stage of the DOB process, we reduce rework, shorten resolution timelines, and strengthen public trust in North Carolina's recovery programs.

Layered Reviews Across the Case Lifecycle. We embed checks throughout the lifecycle so that errors are caught early and files remain defensible:

Review Stage	What Happens	Why It Matters
Front-End	Confirm applicant disclosures are complete before eligibility review.	Prevents missing benefits from being overlooked at the start.
Mid-Process	Use reconciliation worksheets and exception reports during eligibility and disbursement.	Detect duplication while awards are being calculated and adjusted.
Closeout	Validate that all adjustments, offsets, and repayments are documented in the case file.	Creates a transparent, audit-ready record for HUD and OIG.

Risk-based quality monitoring. Reviews are scaled to risk, so effort is concentrated where it is most needed:

- High-risk cases undergo secondary eligibility reviews, transaction testing, and supervisory sign-off.
- Moderate-risk cases receive spot-checks and reconciliation reviews to validate accuracy.
- Low-risk cases are validated through random sampling or desk reviews.

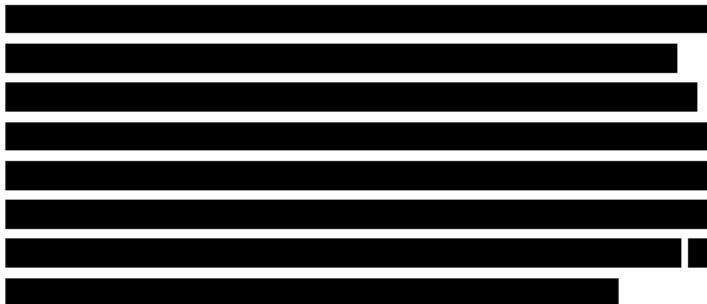
Continuous improvement. QA/QC results, HUD monitoring feedback, and audit findings are analyzed to identify trends. Updates to DOB policies, training, and checklists address recurring issues at their source, creating a cycle of improvement that strengthens compliance while streamlining the applicant experience.

By applying layered reviews, risk-based monitoring, and continuous feedback loops, we give DCR a quality model that protects funds, prevents duplication, and maintains an audit-ready posture from the first applicant intake to final closeout.



Proven Record in DOB Compliance

Our experience shows that strong DOB controls keep recovery dollars moving while avoiding costly findings. In North Carolina, we helped staff resolve overlaps before awards were finalized, preventing overpayments and repayment demands.



DOB in Action: North Carolina

In North Carolina, our DOB reviews were embedded directly into eligibility and disbursement workflows, giving case workers the tools to resolve overlaps in real time and protect funds from repayment demands.

Specialized Team with HUD DOB Expertise

Our strength lies in the people we can bring to DCR. We have a pre-vetted pool of professionals who specialize in CDBG-DR compliance and who have already supported DOB determinations in active recovery programs. These are not generalists, they are reviewers, auditors, and case managers who know how to document FEMA, SBA, NFIP, and insurance benefits, apply DOB offsets with accuracy, and maintain files that pass HUD or OIG review.

Our staff bring to DCR:

- **Hands-on DOB case review experience** from programs in North Carolina, Louisiana, Florida, and Texas.
- **Credentials that matter in compliance** — CPAs, CFEs, CIAs, and PMPs with backgrounds in internal audit, fraud detection, and financial oversight.
- **Case-level expertise** in reconciling multiple assistance sources, documenting adjustments, and preparing files for monitoring.
- **Training and mentoring skills** to support state staff and subrecipients in applying DOB rules consistently.

Ramp-Up Capacity

Because this is staff augmentation, we also emphasize speed and flexibility. With offices in Raleigh and Charlotte and staff already working on North Carolina recovery programs, we can place qualified DOB reviewers, analysts, and compliance managers into DCR operations without delay. Our surge staffing model maintains a ready bench of disaster recovery specialists who can be mobilized for:

- **High-volume periods** when applications surge or deadlines compress.
- **HUD monitoring or OIG reviews** that require rapid, detailed file reconciliation.
- **Field-based support in Western North Carolina** counties where local staff capacity is limited.



This approach gives DCR confidence that, as needs evolve, the right people, already trained on DOB compliance, can be deployed quickly and effectively.

Practical Tools and Outcomes for DCR

Our approach to DOB compliance results in practical tools that staff can use every day and outcomes that matter to DCR's leadership and HUD. Each deliverable required by the RFP is translated into something usable in the field, with a clear connection to the results it produces.

Deliverable	Description	Outcome (What Success Looks Like)
DOB Prevention Policies	Written guidance aligned with HUD requirements that defines how DOB is identified, documented, and resolved.	Consistent, statewide standards that protect funds and reduce audit risk.
Data Matching Tools	Automated exception reporting and structured reconciliation worksheets for FEMA, SBA, NFIP, insurance, and charitable aid.	Risks are flagged early and resolved before disbursement, reducing repayment demands.
Templates and Workflows	Standardized intake forms, calculation templates, checklists, and job aids for eligibility staff and subrecipients.	Staff apply DOB rules consistently; applicants experience fewer delays from inconsistent documentation.
Compliance Management Processes	Centralized logs and reconciliation protocols embedded across intake, eligibility, disbursement, and closeout.	Complete, audit-ready files that withstand oversight while ensuring consistent treatment of applicants statewide.

Together, these tools make DOB compliance more than a requirement. They create a system that protects North Carolina's recovery dollars, accelerates delivery, and gives every applicant, from large urban centers to smaller rural counties, confidence they are being treated fairly.

Building a Fair and Defensible Recovery Framework

DOB compliance creates a fair recovery system where every applicant is reviewed against the same standards, whether in a large urban center or a small rural county. With policies, tools, and experienced staff in place, DCR can deliver assistance quickly while showing residents and HUD alike that awards are both consistent and defensible.



TASK 4 — Procurement Compliance and Monitoring

Procurement Oversight and Monitoring You Can Trust

EisnerAmper recognizes that procurement is one of the most critical elements of post-award grant management, where transparency, fairness, and compliance determine the integrity of every program. Our approach is rooted in HUD CDBG-DR procurement standards, 2 CFR 200 requirements, and North Carolina state procurement rules, ensuring that every solicitation, evaluation, and award process is competitive, auditable, and compliant.

We bring a proven track record of helping state and local governments prevent procurement risks, safeguard recovery dollars, and withstand rigorous monitoring from HUD, OIG, and state auditors. Our team has supported procurement compliance on some of the nation's largest disaster recovery efforts, from developing federally compliant procurement policies to reviewing solicitations and monitoring vendor contracts. This experience supports the management of every step of the procurement lifecycle, from policy drafting through closeout, is managed with **transparency, accountability, and audit readiness**.

Through a compliance-first framework, EisnerAmper not only helps agencies and subrecipients meet the letter of HUD and NC procurement requirements, but also builds systems and workflows that prevent findings, reduce de-obligation risks, and strengthen trust in program delivery.

Our Procurement Policy Development and Oversight Approach

Procurement Done Right: Transparent, Compliant, Auditable

We Can Do It

"Every procurement action is competitive, fully documented, and aligned with HUD and NC compliance standards – ready to withstand any audit."

EisnerAmper brings over 20 years of experience supporting federal and state-funded disaster recovery programs, with a specialized focus on procurement compliance under HUD CDBG-DR, FEMA, and Treasury requirements. Our approach is grounded in 2 CFR 200, HUD's Procurement & Contracting guidance, and North Carolina procurement regulations. We provide assurance that every procurement action, whether conducted by DCR or by subrecipients, will be transparent, competitive, and auditable.

Our team applies a compliance-first approach that emphasizes fairness, open competition, and documentation integrity, preventing conflicts of interest and safeguarding programs from de-obligation risks during HUD or OIG reviews.

Because the EisnerAmper team understands that procurement is a critical component of effective post-award grant management, we will support DCR in adhering to federal and state procurement standards at every stage of the process. The EisnerAmper team can assist with preparing and reviewing procurement documentation, including Requests for Proposals, Invitations for Bids, and related materials, as well as providing support well beyond vendor selection.



We will design and implement federally compliant procurement workflows that include documenting procurement decisions, reviewing draft contract agreements, and assisting with vendor oversight to support transparency, fairness, and accountability throughout the procurement lifecycle.

A horizontal bar chart with 10 categories on the y-axis and sample counts on the x-axis. Category 0 has 1000 samples. Category 1 has 1000 samples. Category 2 has 1000 samples. Category 3 has 0 samples. Category 4 has 1000 samples. Category 5 has 1000 samples. Category 6 has 1000 samples. Category 7 has 1000 samples. Category 8 has 1000 samples. Category 9 has 1000 samples. Category 10 has 0 samples.

We Understand Procurement

- A **structured, tool-based approach** to procurement oversight that ensures transparency, fairness, and

Procurement Lifecycle

Phase	Support Activities	Compliance Alignment	Checklist / Deliverables



Phase	Support Activities	Compliance Alignment	Checklist / Deliverables
			• [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]

From start to finish, the EisnerAmper team provides comprehensive support for drafting policies and standard operating procedures, monitoring solicitations, review awards, and ensuring compliant closeouts to minimize findings and prevent de-obligation of funds.

Subrecipient Support and Oversight

EisnerAmper acknowledges that subrecipient management is central to the success of federally funded recovery programs. Our team of grant managers and compliance analysts are experienced in providing comprehensive support that enables subrecipients to not only comply with HUD CDBG-DR, FEMA Public Assistance/HMGP, and OIG standards, but also have the tools and knowledge to manage awards effectively and sustainably.

We apply a **compliance-first approach** throughout the subrecipient lifecycle, beginning with pre-award risk assessments to identify areas where enhanced oversight or technical assistance may be required. Using this risk-based approach, we design monitoring plans that incorporate site visits, desk reviews, monthly progress reporting, technical assistance, and invoice validation,



ensuring that program funds are managed responsibly and that all activities align with 2 CFR 200 Uniform Guidance.

Our team provides **hands-on procurement support**, including reviewing solicitations, contracts, and procurement files for alignment with 2 CFR 200, HUD and North Carolina procurement rules, as well as assisting subrecipients in developing audit-ready procurement documentation. This support extends into financial management, where we help establish systems that track expenditures, program income, and cost allocations while ensuring eligibility under federal cost principles.

We also emphasize **capacity building**, delivering training and technical assistance that equips subrecipients, especially those with limited federal grant experience to confidently navigate requirements such as duplication of benefits, environmental/historic preservation (EHP), and closeout documentation. Our team has successfully supported subrecipients across North Carolina and other states in preparing for and completing HUD, FEMA, and OIG monitoring reviews with no major findings, reinforcing our ability to mitigate risk and build confidence in program compliance.

At closeout, we work with subrecipients to reconcile expenditures, document performance outcomes, and prepare final closeout packages that are fully audit ready. By embedding compliance into every stage of the grant lifecycle, EisnerAmper not only reduces DCR's oversight burden but also strengthens subrecipient accountability, accelerates reimbursements, and safeguards recovery dollars from de-obligation.

Beyond the Standard

Documentation Standards

Our team equips DCR and its subrecipients with a full suite of tools and structured workflows that strengthen procurement oversight and compliance across the grant lifecycle. Each tool is designed to meet the federal and state requirements, simplify processes, reduce risk, and create complete procurement files ready for HUD CDBG-DR, FEMA, OIG, and state inspection.

EisnerAmper is positioned to assist DCR and its subrecipients to bridge the federal requirements with state implementation by providing:

- **Solicitation Support Tools** – standardized RFP/IFB templates, evaluation scorecards, and procurement file checklists that promote fair competition and transparent decision-making.
- **Contract Oversight Tools** – contract review protocols, award justification templates, and centralized contract trackers that document agreement alignment with federal cost principles and NC statutes.
- **Cost Reasonableness Tools** – cost analysis templates, invoice review logs, and documentation matrices that confirm all costs are documented, allowable, allocable, and reasonable under 2 CFR 200 Subpart E.

The outcomes of deploying the tools listed below are measurable and directly beneficial to DCR and their subrecipients.



Oversight Tools and Outcomes

By combining these tools with the EisnerAmper team's hands-on technical assistance, training, and monitoring expertise, EisnerAmper delivers a compliance framework that protects recovery dollars, strengthens subrecipient capacity, and reinforces DCR's reputation for accountability and transparency.

Structured Monitoring Tools & Workflows

Consistency drives effective monitoring and prevents unnecessary administrative burden. Our team equips DCR staff with **accessible, relevant, and defensible tools** built for both field and desk review conditions. We design these tools for efficient, practical, and audit-ready monitoring, not just policy compliant. We will develop and deliver a library of monitoring tools, templates, and logs tailored to each CDBG-DR program administered by DCR. Our tools include:

- Desk and Field Monitoring Checklists that map directly to HUD monitoring exhibits.
- Financial Review Logs that apply 2 CFR 200 Subpart E cost principles to validate allowability, allocability, and reasonableness.
- Corrective Action Request (CAR) Templates that embed federal citation prompts to streamline issue documentation and resolution.
- Technical Assistance (TA) Logs that capture training sessions, outcomes, and follow-up actions.

All templates are structured to be **configurable across housing, infrastructure, and economic revitalization programs**, allowing DCR to apply a consistent compliance standard even as program complexity, scale, and funding requirements evolve.

Monitoring Tools and Flexibility

We equip reviewers with guidance notes, decision trees, and file protocol standards that link directly to compliance evidence. Before rollout, we test tools in pilot reviews and refine them using feedback from DCR reviewers and grant managers. This process supports usability, reduces administrative burden, and delivers a monitoring system that is practical, scalable, and defensible in audits. Tools include, but are not limited to:



- **Reviewer Guidance Notes:** to maintain consistent application of federal and state standards.
- **Decision Trees:** to guide reviewers through compliance determinations and escalation protocols.
- **File Protocol Standards with Embedded Links:** to standardize documentation and verify all monitoring evidence is audit ready.

Technical Assistance and Hands-On Monitoring Support

Even strong procedures can fall short without experienced support during implementation. Grants managers and monitors often work under pressure to act quickly while navigating complex and unfamiliar regulations. The EisnerAmper team bridges that gap by helping staff apply policy to real-world cases and by embedding practical guidance into every phase of the monitoring lifecycle.

We provide technical assistance and operational support across the lifecycle, including preparation, execution, and follow-up. Our services cover site visit preparation, documentation review, and resolution of post-monitoring findings, ensuring compliance activities are both efficient and defensible.

The EisnerAmper Team specifically:

- Develops risk-based monitoring plans aligned with DCR priorities and subrecipient history.
- Assists with site visit logistics, including scheduling, agenda development, and document preparation.
- Conducts pre-visit case file reviews to identify documentation gaps, eligibility issues, and repeat findings.
- Attends monitoring visits (onsite or virtual) to advise on issue categorization, evidence standards, and remediation strategies.

Corrective Action and Continuous Monitoring

To strengthen these efforts, we deploy tailored tools and templates that streamline communication tracking, support document readiness, and coordinate follow-up activities, ensuring DCR has defensible, audit-ready documentation at every stage of the monitoring process.

- **Draft and Track Corrective Action Plans (CAPs):** We support CAP development, track progress, and manage follow-up communication with subrecipients for timely resolution of findings.
- **Conduct Targeted File Reviews:** We perform focused reviews to assess adherence to standard operating procedures (SOPs) and provide rapid compliance feedback that supports immediate corrective action.



- **Maintain Centralized Monitoring Tracker:** We manage a live tracker with risk ratings, assigned owners, target dates, and resolution notes. Using these data, we conduct root cause analyses to identify trends, reduce repeat findings, and recommend preventive measures.

This approach not only strengthens compliance but also detects vulnerabilities early, allowing DCR to address risks proactively and prevent findings from escalating into audit issues.

Our Role

Members of our monitoring team actively design, adapt, and field-test templates to align with program requirements. Their responsibilities include drafting new tools, tailoring content to DCR's needs, and piloting materials in collaboration with field reviewers. By engaging both program and field staff in this process, our team confirms that tools are practical, compliant, and tested under real operating conditions before full implementation.

Integrated Monitoring Tools

EisnerAmper offers a suite of practical tools that maintain consistent documentation, compliance tracking, and data integration. Each template and form is configurable to align with DCR's monitoring protocols and workflows, while remaining fully compatible with dashboarding or workflow automation platforms used by program and IT teams.

Our approach emphasizes flexibility and integration, providing assets that can adapt to systems DCR is currently selecting or will adopt in the future. This confirms monitoring tools are not static forms, but dynamic components embedded into real-time operational workflows.

The diagram below illustrates how each tool supports key stages of the monitoring lifecycle, reinforcing that our deliverables drive practical oversight, defensibility, and efficiency, rather than serving as stand-alone templates.

Risk Assessment & Monitoring

Scaling monitoring activities effectively requires more than simply dividing effort equally, it demands data-driven targeting and calibrated oversight intensity. Our risk evaluation framework will equip DCR with the insights needed to prioritize monitoring resources, ensure oversight is focused where risks are greatest and compliance vulnerabilities are most likely to occur.



Risk-Informed Monitoring Approach

We initiate risk assessments during subrecipient onboarding. The EisnerAmper team collects data from applications, prior audits, funding requests, and historical performance, with a particular focus on how entities have responded to past findings or corrective actions. Using this information, we apply a risk-scoring dashboard that combines quantitative metrics with qualitative indicators such as staff experience, organizational stability, and local operating conditions.

For subrecipients in rural or resource-limited areas, where audit records or internal policies may be less developed, our methodology incorporates additional context. Factors such as employee retention, prior experience with federal or state reimbursement processes, and overall grant management capacity are included to validate that risk is assessed fairly and accurately.

This tailored approach acknowledges regional challenges, including those common in western North Carolina, and produces a more precise picture of compliance risk across diverse subrecipient profiles.

Risk Scoring Model

Each entity receives a risk tier classification (low, moderate, or high) which our Risk Evaluation Lead reviews and validates in coordination with DCR program teams. These tiers directly shape engagement with DCR's compliance function, from site visit frequency to the depth of documentation review, ensuring that oversight intensity matches risk exposure. By applying this model, we detect procurement and compliance issues early, allowing DCR to address vulnerabilities before they escalate into audit findings or questioned costs.

Our scoring model provides DCR with a **defensible framework for oversight prioritization**, concentrating on monitoring resources where the risks are greatest. Key outcomes include:

- Clear, tiered classification of all subrecipients and contractors, enabling differentiated monitoring strategies instead of a one-size-fits-all approach.
- Audit-ready documentation of risk scoring rationale, reinforcing transparency and withstands HUD CPD or OIG audits, while reducing rework and back-end explanations.
- Optimized use of DCR's monitoring resources, focusing staff efforts on the highest-risk entities—an approach refined from lessons learned in prior recovery programs where fixed oversight cycles led to resource inefficiencies.

Use of HUD or Custom Risk Matrices

Our risk model draws directly from HUD's CDBG *Subrecipient Oversight Guidebook* and the monitoring standards in 2 CFR § 200.332(d), which define the key areas for evaluating

Our Approach to Capturing & Processing Entity- Level Data



Entity Onboarding



Review by Risk Evaluation Lead & DCR Coordination



Data Collection, Assessment, and Weighted Dashboard Scoring



Risk Tier Assignment

Our Scoring Model
Our scoring model provides DCR with a defensible framework for oversight prioritization, ensuring monitoring efforts are concentrated where the risk is greatest.



subrecipient risk. While HUD does not mandate a specific scoring structure, we organize our model into a four-pillar framework to provide a transparent, adaptable structure for tiering oversight.

- Financial Management
- Organizational Capacity
- Program Complexity
- Performance History

These pillars align with HUD's risk analysis matrix and create a strong foundation for customizing oversight to DCR's unique needs. Within each pillar, we apply weighted subfactors such as procurement documentation quality, internal control maturity, and responsiveness to prior findings, all recognized risk indicators in CDBG-DR programs and highly relevant to North Carolina's subrecipients.

In Practice: ReBuild NC Program

In North Carolina's ReBuild NC program, our financial management and disbursement controls supported over 93,000 payments totaling \$512 million. By applying HUD-aligned reconciliation and documentation protocols, we created a payment environment that was transparent, traceable, and audit-ready — the same foundation we use when building risk-based monitoring tools.

Strengthening Compliance Through Transparent Procurement

Oversight

EisnerAmper's approach to procurement compliance and monitoring provides DCR with more than policies and templates, it delivers a proven framework that ensures transparency, fairness, and accountability across the entire procurement lifecycle. By combining structured tools with practical, hands-on support, we help DCR and its subrecipients detect issues early, document every decision, and maintain audit-ready records that withstand HUD, OIG, and state scrutiny.

Our model reinforces confidence that every procurement action from solicitation through closeout meets the highest standards of compliance and defensibility. Most importantly, it allows DCR to direct oversight resources where they matter most, safeguarding federal recovery dollars and ensuring communities benefit fully from CDBG-DR and related federal and state funding programs.



TASK 5 — Claims, Appeals, and Case Reviews

Upholding Fairness and Transparency

An effective approach to claims, appeals, and case reviews is critical for North Carolina's Hurricane Helene recovery programs. With billions of dollars in federal and state recovery funding at stake, the fair and consistent resolution of appeals and case-specific exceptions is vital to maintaining both program integrity and public trust.

Within HUD's CDBG-DR framework, grantees are required to apply clear and consistent standards in application reviews, appeals, and exceptions. Our team brings proven experience in designing and implementing these standardized procedures, ensuring equitable treatment of applicants while safeguarding grantees against inconsistent determinations, compliance risks, audit findings from HUD, OIG, or state oversight bodies.

For the Division of Community Revitalization (DCR), case reviews and appeals represent more than a corrective measure - they serve as safeguards for equity, transparency, and accountability. By embedding clear procedures, standardized documentation, and consistent communication with applicants, DCR can instill confidence in households and businesses across North Carolina that their cases are handled fairly. This consistency not only strengthens public trust but also reduces the likelihood of repayment demands and ensures determinations withstand federal and state scrutiny.

Our Structured Approach to Case Reviews

Standardizing how applications, appeals, and exceptions are managed is not only a compliance requirement; it is the foundation of fairness for North Carolina's recovery. Applicants deserve consistent decisions no matter where they live or who reviews their case, and DCR needs a framework that produces equitable, defensible outcomes, at scale. Our approach is designed to build that consistency. We establish clear rules and escalation pathways, implement standardized documentation and communication, provide comprehensive staff training and support, and embed processes that keep every case audit ready. By integrating these elements into daily operations, DCR gains an audit ready model that helps ensure fairness for applicants, minimizes the risk of errors, and strengthens public trust, all while meeting federal and state oversight standards.

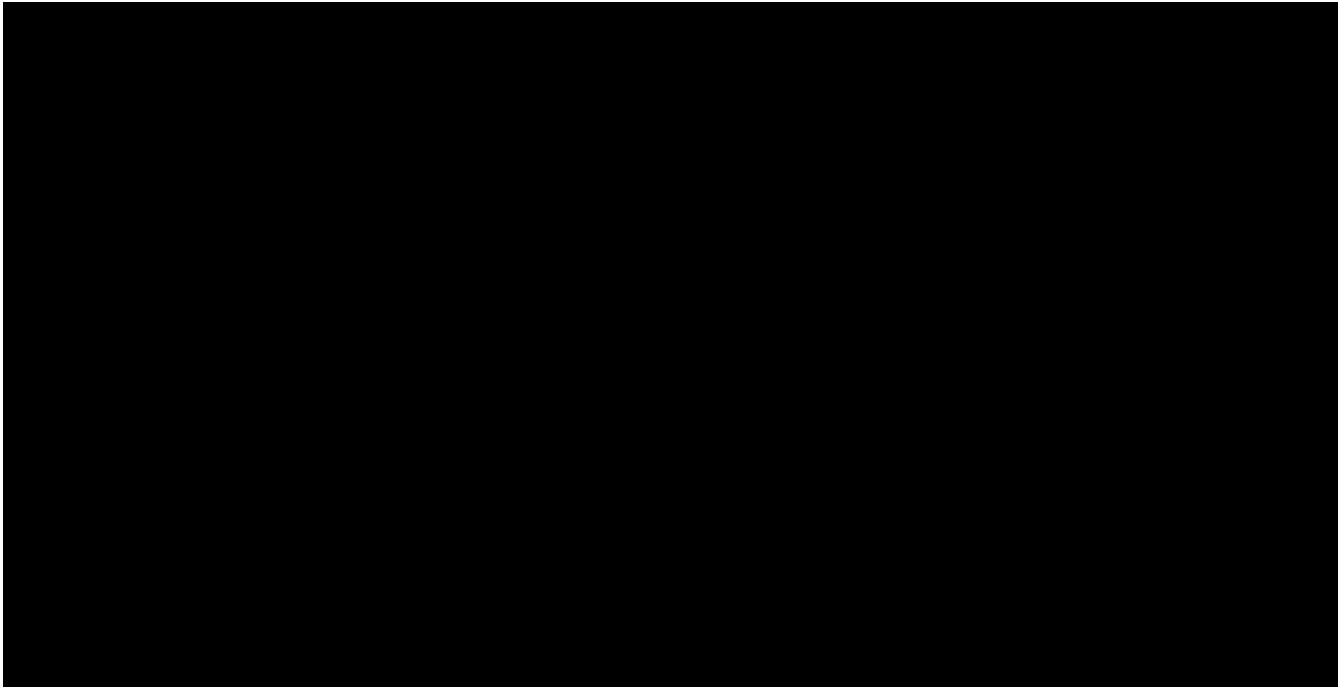
Establishing Clear Rules and Tiered Escalation Responsibilities

A fair and consistent case review process depends on more than written rules, it requires clear definition of decision-making authority and structured pathways for escalation. We work with DCR to develop SOPs that establish the foundation for routine case reviews while also establishing a structured, tiered escalation framework. This approach removes ambiguity, prevents delays, and each case is resolved at the appropriate level of authority.

At the foundation are frontline case reviewers, who apply standardized checklists and decision trees to handle most applications and exceptions. Program managers and senior reviewers provide a second layer of oversight, addressing complex or disputed cases to promote



consistency across counties. At the top, program leadership or appeals panels address escalated or precedent-setting cases, reinforcing policy alignment, transparency, and accountability.



In North Carolina, where recovery programs span both high-volume urban centers and smaller rural counties, this tiered model safeguards against inconsistent determinations. Applicants can expect the same process regardless of geography, while staff remain focused on cases within their scope of authority. For DCR, the result is a system where final determinations are not only fair and transparent, but also defensible under HUD and state oversight. With roles and escalation responsibilities clearly defined, we then integrate documentation and communication practices to help ensure every case review is both transparent and traceable.

Embedding Documentation and Communication into Every Case

Strong documentation and clear communication make case reviews transparent, traceable, and defensible. Our approach builds these elements into every step of the process:

- **Standardized review checklists and decision logs** guide reviewers through consistent steps, creating a clear record of how determinations are reached.
- **Case file templates** capture key evidence and reviewer notes, ensuring each case is complete and audit ready.
- **Applicant notification templates** provide clear, plain-language communication for approvals, denials, and appeal outcomes, reducing confusion and repeat inquiries.
- **Centralized documentation protocols** streamline tracking across counties and support HUD, OIG, or state oversight reviews.

In large-scale recovery programs, applicant communication can easily become inconsistent across counties and teams. By embedding standardized templates and clear decision logs into



DCR's process, reviewers across all 39 Helene-impacted counties will communicate outcomes consistently, reducing confusion for applicants and allowing them to move forward more quickly.

Supporting Staff for Consistent Decision-Making

Even the strongest procedures and tools only work if staff know how to apply them with confidence. Our approach equips case reviewers with training and support that translates policies into practice. The table below outlines the training and staff support elements we provide, showing how each works and how they help DCR achieve consistent case reviews across North Carolina's urban and rural counties.

What We Provide	How It Works	Intended Outcome
Training Modules	Practical sessions (in-person and virtual) that walk reviewers through real-world cases and HUD/state requirements.	Reviewers apply policies correctly, reducing errors and appeals.
Job Aids & Guides	Step-by-step instructions, decision trees, and quick reference sheets for common case scenarios.	Reviewers save time and avoid discretionary errors; determinations remain consistent statewide.
Mentoring & Peer Review	Pairing new reviewers with experienced staff; supervisors use structured review logs to check for consistency.	Builds staff confidence, reduces repeat mistakes, and strengthens program capacity in rural counties.
Audit Readiness Training	Emphasis on documenting determinations to withstand HUD/state oversight.	Every file is prepared to meet audit standards without rework.

In North Carolina, training will account for both experienced reviewers in high-volume counties and smaller rural teams with limited staff. In the HOPE Program, our training modules and job aids helped reviewers statewide apply the same standards while mentoring and peer reviews build confidence for less experienced staff. This same model gives DCR a scalable way to maintain fairness across programs, no matter where cases are reviewed.

With staff equipped to apply policies consistently, the next step is to design processes that keep every case file complete, transparent, and ready for HUD or state oversight.

Maintaining Audit Readiness Through Case Management

Audit readiness is an area where our team delivers exceptional depth and value. Incomplete or inconsistently documented case files create significant risks, including HUD findings, repayment demands, and delayed closeouts. Our experience supporting large-scale programs in North Carolina and Louisiana has shown that the key to preventing these issues is to design case management procedures where **audit readiness is built in from the start**, not added on at the end.

Key elements of our model include:

- **Standardized case files** capture all required documentation, reviewer notes, and final determinations.



- **Decision logs and tracking systems** that record every appeal or exception, creating a traceable history for each applicant.
- **Integrated checklists** to confirm required items are completed before a case is closed.
- **Secure document storage protocols** aligned with federal and state requirements, ensuring files are readily available for review.
- **Oversight response playbooks** that outline how to organize files and respond to HUD or state monitoring requests efficiently.

Because these elements are embedded in daily operations, case reviewers don't need to scramble to assemble files when oversight occurs. Every case is audit-ready the moment it is closed.

In prior engagements, this approach enabled our teams to deliver complete files for HUD and OIG reviews within days instead of weeks, reducing staff burden and strengthening confidence in program integrity. In North Carolina's HOPE Program, our audit-ready file structure allowed oversight inquiries to be answered in days, not weeks. For Helene recovery, this approach means even counties with limited staff capacity can quickly produce defensible files and avoid costly consequences of findings or repayment demands.

Commitment to Quality in Case Determinations



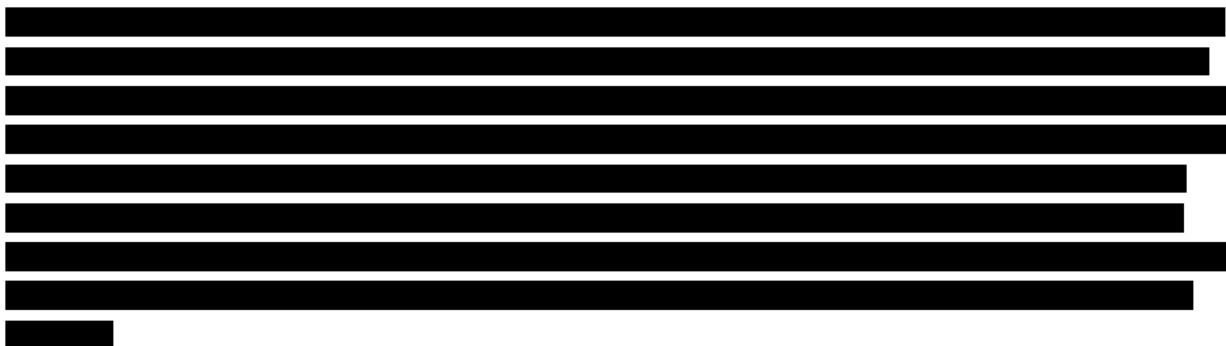
A system of clear rules, strong documentation, and audit-ready case files must be reinforced by continuous quality checks. Our quality framework for claims, appeals, and case reviews combines layered QA/QC, risk-based sampling, and process improvement, giving DCR confidence that determinations are accurate, consistent, and defensible.

Quality Element	How It Works	Intended Outcome
Layered QA/QC	Supervisors review samples of completed cases using structured checklists.	Errors are caught early and corrected before they become findings.
Risk-Based Sampling	Complex or high-risk cases (e.g., exceptions or repeat appeals) are reviewed at higher intensity.	Oversight effort is directed where it matters most.
Corrective Action Tracking	Findings are logged, monitored, and tied to staff coaching or policy updates.	Reduces repeat issues and builds long-term consistency.
Trend Analysis & Feedback	Appeal outcomes and reviewer errors are analyzed quarterly.	Lessons are folded back into training, reducing future exceptions.

For North Carolina, this model creates a feedback loop: reviewers gain clarity, applicants experience consistency, and DCR demonstrates to HUD and state oversight bodies that quality is continuously reinforced rather than checked only at the end.



Proven Record in Claims and Appeals



Experience Resolving High-Volume Appeals

Our teams have resolved more than 200,000 case reviews and appeals across programs such as Restore Louisiana, and the Deepwater Horizon Claims Center — reducing backlogs, accelerating determinations, and producing audit-ready files that passed HUD and state reviews.

Specialized Team with Appeals and Case Review Expertise

Our strength in claims and appeals work comes from the people we can place directly into DCR's operations. We maintain a pool of professionals who specialize in CDBG-DR case management, eligibility reviews, and appeals resolution. These are not generalists, they are case reviewers, auditors, and compliance specialists who have supported high-volume review environments in North Carolina, Louisiana, and Florida.

Our staff bring to DCR:

- **Hands-on appeals and case review experience** from programs such as NC's HOPE Program, Restore Louisiana, and the Deepwater Horizon Claims Center.
- **Credentials that matter in case determinations** such as CPAs, CFEs, CIAs, and professionals with backgrounds in internal audit, compliance, and program policy analysis.
- **Experience developing and applying SOPs** for eligibility reviews, exceptions, and appeals that align with HUD guidance and withstand oversight.
- **Training and mentoring skills** to coach case reviewers and subrecipients, helping to ensure determinations are consistent across teams and geographies.

Ramp-Up Capacity

Because this is staff augmentation, we emphasize both speed and scalability. With offices in Raleigh and Charlotte and staff already embedded in North Carolina recovery programs, we can place qualified appeals reviewers, analysts, and compliance managers into DCR operations without delay. Our surge staffing model allows us to mobilize additional specialists when case volumes spike or oversight inquiries increase. Examples of where this capacity adds value include:

- **High-volume review periods** when application surges or appeal backlogs require rapid staffing increases.



- **HUD or state oversight reviews** where DCR needs immediate support assembling case files and reconciling determinations.
- **Targeted field-based support** in rural counties where staff resources are limited but applicants expect the same fair and timely process as in larger counties.

This approach gives DCR confidence that as appeals and exceptions increase, whether due to program volume or oversight demands, the right people can be deployed quickly, already trained in HUD compliance and North Carolina program context.

Practical Tools and Outcomes for DCR

Our approach to claims, appeals, and case reviews results in tools that staff can use every day and outcomes that matter for applicants and for DCR. The table below summarizes each RFP deliverable, how we operationalize it, and the intended outcome.

Deliverable	Description	Intended Outcome
Written Procedures for Reviews	Standard operating procedures (SOPs) that define how applications, appeals, and exceptions are managed, including escalation steps and decision-making authority.	Consistent, transparent, and timely case resolutions across all programs and counties.
Documentation Tools	Standardized review checklists, decision logs, and case file templates; applicant notification templates for clear communication of outcomes.	Complete, traceable, and audit-ready files that demonstrate fairness and accountability.
Training Materials	Modules, job aids, and mentoring resources that prepare staff to apply review procedures consistently and confidently.	Staff at every level apply the same standards, reducing errors and improving applicant experience.
Audit Readiness Support	Integrated processes that build audit defensibility into every case file, plus response protocols for HUD, OIG, or state inquiries.	Determinations withstand federal and state oversight without rework or delays.

Together, these tools make case review processes more than administrative steps, they create a system where applicants are treated fairly, staff work with clarity, and DCR has confidence that every determination will stand up under oversight.

Delivering Fair and Defensible Case Reviews

Claims, appeals, and case reviews are where fairness and transparency are tested most directly. By combining clear procedures, standardized tools, trained staff, and audit-ready processes, we give DCR a framework that delivers consistent determinations for every applicant while protecting the program under federal and state oversight. The result is a recovery system that applicants can trust, and auditors can verify.

TASK 6 — Action Plan Development and Amendments

CDBG-DR Action Plan and Amendments Approach Summary



Task 1: Initial Assessment of CDBG-DR Allocation

Within five business days of the contract award, the contractor will provide a summary of the applicable Federal Register Notices, the Universal Notice, and other HUD issued guidance. Our team has a lot of experience reviewing, understanding, and summarizing HUD guidance. The bedrock of HUD's CDBG-DR guidance is the Community Development Block Grant (CDBG) program that was enacted through the Housing and Community Development Act of 1974. Disaster recovery grants began in 1992 and the CDBG-DR program has evolved in the three decades since. The Universal Notice that was just introduced was being developed for a long time and North Carolina's allocation will be among the first to fall under this new guidance.

Within five business days of the contract award, our team will provide a Public Action Plan development work plan with timeline, including milestones related to completing all sections of the Action Plan. The Public Action Plan development begins with the state adhering to its citizen participation plan for disaster recovery, consulting with stakeholders, and publishing the plan on its website for a minimum of 30 calendar days to solicit public comment. After the comment period, the state will respond to feedback, and we will incorporate necessary revisions. The Action Plan must identify the use of CDBG-DR funding, with a focus on long-term recovery needs, including housing restoration, infrastructure, economic revitalization, and mitigation in impacted areas. Key milestones include conducting an Unmet Needs Assessment, a Mitigation Needs Assessment, and a Fair Housing and Civil Rights Assessment. Additionally, the plan will link proposed programs to the identified needs, set allocation and award caps, establish funding criteria, and outline protocols for substantial amendments. Throughout the process, the state must consult with stakeholders and inform residents about the plan before submission to HUD.

The state must submit the Action Plan within 90 calendar days from the applicability date of the Federal Register Notice. HUD has 45 calendar days to review the plan, and approval is based on set criteria. If the Action Plan is not approved, the state must revise it and resubmit within 45 calendar days, with HUD responding within 30 calendar days of receiving the resubmission.

Task 2: Unmet Needs Assessment

The unmet need assessment is a critical component to the CDBG-DR Action Plan. It is necessary to properly determine and present to HUD where the greatest needs are within the communities impacted by the disasters. While these are block grant funds – giving the state greater flexibility to tailor programs towards your specific needs - HUD wants to ensure that the state is making proper funding determinations. Specifically, HUD wants to ensure that CDBG-DR assistance is being provided to activities where there is a quantifiable gap in funding. The process for the Unmet Needs Assessment involves data collection, mapping and visualizations, and analysis.

Data and Unmet Needs Analysis

An unmet needs assessment will be conducted by using demographic and other data. The analyst will use ArcGIS Pro Spatial Analyst to summarize and aggregate the data to model relationships and discover patterns. By using the HUD's Disaster Impact and Unmet Needs Assessment Kit, our analyst will be conducting analysis using industry best practices and standards that are well documented and repeatable. However, as technology improves, novel approaches will be applied when appropriate.



Define Unmet Needs

The analysis for identifying unmet needs will include housing, infrastructure, economic development, and mitigation by employing data collection and standardized information gathering. The general approach to assessing needs is:

- **Step one** is to meet with the state to identify potential unmet needs and to gain an understanding of the character of the communities being assessed and to understand if there are any local issues that are unique to the areas that may be a barrier to providing housing, infrastructure, and economic development needs.
- **Step two** is to conduct in-person assessments, where necessary. This would be completed through community outreach meetings, stakeholder interviews, or field surveys of neighborhoods and areas of interest.
- **Step three** is to compile all the data collected and identify trends, areas of concern(s), and patterns that could be addressed to improve housing or community conditions.
- **Step four** is to visualize all the collected data, maps, and charts, and aggregate into the Action Plan.

Most Impacted and Distressed Areas (MID)

At least 80 percent of CDBG-DR funds must be spent to benefit the most impacted and distressed areas (MID) designated by HUD, and up to 20 percent may be spent in areas designed by the DCA as the most impacted and distressed areas. Above is a map we created of the MID areas identified by HUD in the January 16, 2025, Federal Register notice. Per HUD, at least 80 percent of CDBG-DR funds will be for activities in these counties.

Task 3: Mitigation Needs Assessment

The CDBG-DR allocation includes a mitigation set-aside of 15 percent. The Action Plan requirements of the mitigation set-aside include:

- Grantees must identify how their proposed use of CDBG-DR Mitigation set-aside will meet the definition of mitigation activities
- Address the current and future risks as identified in the grantee's mitigation needs assessment in the most impacted and distressed areas
- Ensure that proposed activities are CDBG eligible activities under title I of the HCDA or otherwise eligible pursuant to a waiver of alternative requirement; and
- Meet a national objective of the program

CDBG-DR eligible mitigation activities may or may not include a "tie-back" to the qualified disaster. Thus, a mitigation activity may either address the impacts of the disaster and incorporate mitigation measures into the recovery activities, or they don't have a "tie-back" to the disaster but still incorporate mitigation measures into the recovery activities. In reporting these activities, the state will need to: document how those activities and the incorporated mitigation measures will meet the definition of mitigation; as well as report those activities as a "MIT" activity type in DRGR (grant reporting software) so they are easily tracked.

HUD requires all grantees to submit an Action Plan with a mitigation set-aside to also perform an assessment of the mitigation needs for housing, economic development, infrastructure,



vulnerable populations, and resilience in the impacted areas. The contractor will build upon its hazard mitigation planning expertise to deliver a thorough assessment that will expedite HUD approval. The mitigation need assessment is a critical component to the CDBG-DR Action Plan. It is necessary to properly determine and present to HUD where the greatest mitigation needs are within the communities impacted by the disasters. Mitigation can be a key element to preparing for the next disaster, but funds are limited. HUD wants to ensure that CDBG-DR mitigation assistance is being provided to activities where there is a quantifiable gap in funding.

Similar to the process for the Unmet Needs Assessment, the Mitigation Needs Assessment involves data collection, mapping and visualizations, and analysis. In building a Mitigation Needs Assessment, we will conduct a risk-based assessment of current and future hazards to inform the use of CDBG-DR mitigation funds. We will assess disaster mitigation needs in a manner that effectively enables continuous operation of indispensable services, including critical business and government functions, services critical to health and human safety, and economic security for all community members. In preparing the Mitigation Needs Assessment, we will cite data sources, and use the risks identified in current state resources. HUD puts great emphasis on the importance of FEMA Hazard Mitigation planning knowledge and references to state and local Hazard Mitigation Plans (HMPs) when preparing the mitigation needs assessment.

Our team is very experienced in hazard mitigation planning. We back this up with three former State Hazard Mitigation Officers (SHMOs) on staff. These SHMOs are available to assist the state with the preparation of this assessment. We have access to all available data sets and can pull existing documents to quickly and expertly deliver this assessment. This includes the best available data from the state and other federal and state agencies. We will also use proven mitigation best practices.

The Mitigation Needs Assessment will follow the same process as the Unmet Needs Assessment identified above, with some modifications specific to mitigation. The general approach to assessing mitigation needs is:

- **Step one** is to meet with the state to identify potential unmet mitigation needs and to gain an understanding of the character of the communities being assessed and to understand if there are any local issues that are unique to the areas that may be a barrier to providing mitigation needs.
- **Step two** is to conduct in-person assessments, where necessary. This would be completed through community outreach meetings, stakeholder interviews, or field surveys of neighborhoods and areas of interest. One component of determining mitigation need is identifying if any significant environmental contamination occurred as a result of the disaster, for which we will seek out any relevant data.
- **Step three** is to compile all the data collected and identify trends, areas of concern(s), and patterns that could be addressed to improve mitigation.
- **Step four** is to visualize all the collected data, maps, and charts, and aggregate into the Action Plan.



Task 4: Fair Housing and Civil Rights Assessment

Our approach will follow all applicable regulations, laws, and Federal Register Notices to achieve an effective solution that meets the state's policy goals, while also being compliant with the changing federal regulatory environment that will impact CDBG-DR programs. Based on our review of the applicable regulations, laws, and Federal Register Notices, we will develop a checklist of the required information that needs to be included in the document, and we propose to vet that checklist with both state stakeholders and HUD. Throughout our engagement, we will monitor for any additional changes to the funding requirements and adjust the Action Plan analyses and text accordingly.

North Carolina's CDBG-DR funds must be used in a manner that complies with its fair housing and civil rights obligations, including title VI of the Civil Rights Act of 1964, the Fair Housing Act, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act, and Section 109 of the Housing and Community Development Act. Our Fair Housing and Civil Rights assessment will be comprised of two keys parts: (1) data collection and assessment and (2) narrative of the connection between the proposed program and the data.

Data Collection and Analysis

The foundation of the Fair Housing and Civil Rights Assessment lies in robust data collection and analysis. Analyzing relevant data can clarify the recovery needs of protected groups, vulnerable populations, and underserved communities. We will compile a comprehensive picture of the impacted communities by leveraging multiple reliable sources. Our primary sources of data will be the U.S. Census Bureau, American Community Survey (ACS), and FEMA data. We will supplement that data with local data and knowledge gathered through consultations with stakeholders, HUD's Affirmatively Furthering Fair Housing (AFFH) open data, and Limited English Proficiency (LEP) mapping tools.

Our data analysis will identify the following information including the numbers and percentages of each in the HUD-identified and grantee-identified most impacted and distressed (MID) areas:

- Populations with Limited English Proficient (LEP) by languages spoken;
- Persons belonging to protected classes;
- Persons belonging to protected classes by housing tenure (i.e., homeowner vs renter);
- Persons belonging to vulnerable populations;
- Persons belonging to historically distressed and underserved communities;
- Indigenous populations and tribal communities; and
- Racially or ethnically concentrated areas of poverty (R/ECAPs)

The data will be visualized in the Action Plan through tables, maps, or charts with all sources cited allowing HUD and other stakeholders to understand the information quickly.

Connection Between Proposed Program Allocations and the Data

The Fair Housing and Civil Rights Assessment does not conclude with the collection and visualization of the data. We will analyze the data to identify patterns of inequity, such as disparities in housing conditions, access to resources, and recovery outcomes. By examining the



data of vulnerable populations and historically underserved communities, we will provide a granular view of the needs and challenges these groups face in the recovery process.

Our team will review all the assessments – unmet needs, mitigation needs, and fair housing and civil rights – to develop a comprehensive recovery portfolio that addresses the needs of the community. The data collected in our fair housing and civils rights assessment will be used to develop actionable recommendations on program designs and allocations. Working with the State, we will ensure the programs included in the Action Plan have a clear connection to the fair housing and civil rights data.

We will draft a narrative that demonstrates a clear connection between our assessment of the data and the proposed programs. The narrative will include a:

- Description of how protected classes will benefit from the CDBG-DR funds in proportion to their communities' needs;
- Assessment of the impact of the planned use of CDBG-DR funds on identified vulnerable populations and other identified historically underserved communities; and
- Description of all reasonable efforts the DCA will take to minimize displacement of persons or entities, assist any person or entities displaced, and ensure accessibility needs of displaced persons with disabilities.

Following submission of the Action Plan, we will continue to support the implementation of the plan by providing technical assistance and developing a monitoring framework. This framework will track progress toward achieving fair housing goals, detect emerging disparities that may require additional attention, and flag any changes to the federal requirements.

Task 5: Administration and Cross Cutting Requirements

Our team will review all of the state's current policies and draft all remaining administrative and cross-cutting requirements for the Action Plan as applicable, for all CDBG–DR funded activities including but not limited to the environmental requirements outlined in the Universal Notice, the Davis Bacon Act, Civil Rights Requirements, the Lead Safe Housing Rule, and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended ("URA") and its implementing regulations.

These cross-cutting requirements are identified in the Federal Register Notices, the Universal Notice, and other HUD-issued guidance, which we will compile and summarize. The state's program-specific policies and procedures must also adhere to these cross-cutting requirements. Cross-cutting requirements apply to allowable costs incurred on or after the incident date of the qualifying disaster, and, in the case of reimbursement, must be met before the underlying activity (e.g., rehabilitation of a government building) begins.

Our team's planning and program experience takes into consideration all administrative and cross-cutting federal regulations. Our team's diverse background, experience, and knowledge provides coverage for every aspect. We will consider all compliance issues when drafting the CDBG-DR Action Plan. We will write policies to address green building standards; broadband infrastructure standards; minimizing displacement as a result of program implementation; program income; duplication of benefits; contractor complaints procedures; risk assessment and



monitoring; preventing fraud, waste, abuse and mismanagement of funds; Davis Bacon labor standards; Section 3; and Section 504.

Our team will work with the state to align and coordinate the Action Plan with current resilience and/or planning initiatives of state and local governments. Additionally, alignment with state and local hazard mitigations plans will be a critical component for HUD approval of the Action Plan.

Task 6: Community and Stakeholder Outreach/Engagement

Comprehensive citizen participation is essential for the development of an Action Plan that meets the needs of citizens and stakeholders. The method by which citizen participation is conducted is important for reducing frustration arising from misunderstandings or lack of available information, increasing engagement, and meeting all HUD and federal requirements. Our team is committed to working closely with the State on these efforts.

The outreach and engagement process is fundamental to developing CDBG-DR-funded programs and projects, yielding valuable information about critical needs, and supporting public buy-in for the projects identified to meet those needs.

Our Public Engagement Team works with our clients to develop an engagement strategy that meets citizen participation requirements and maximizes participation from key stakeholders and diverse communities. Additionally, our Outreach Team is experienced at gaining input from stakeholders at the outset of planning efforts to make sure that the data presented to meet the unmet needs tells the complete story. We do this by developing comprehensive stakeholder databases, surveys, charrettes, focus groups, and interviews. The team is ready to support North Carolina with the development of marketing materials, social media posts, surveys, presentations, meeting logistics, moderation, and whatever else may be needed.

Per the Universal Notice, the State must hold two public hearings, in person or virtual, due to the size of the state's allocation. Our team ensures coordination of meetings that are accessible and convenient. We utilize a blend of in-person and digital methods to maximize attendance and input. We also incorporate digital surveys into our presentations so we can get automatic feedback from participants.

We find the greatest success engaging citizens via community and religious organizations using flyers, mailers, social media posts, and word of mouth. Once engaged a multiplicity of methods are utilized to document feedback including capture of oral comments in meetings, electronic and paper surveys, and centralized emails. All feedback is captured and managed in a document management system and incorporated into the Action Plan. We are able to provide translation, transcription, and other services as needed.

We ensure accessibility for all impacted or interested stakeholders. The major factors affecting accessibility include language barriers, hearing or sight disabilities, literacy barriers, and lack of internet access. To ensure program materials are accessible to all who are interested, tools such as Limited English Proficiency (LEP) plans and Section 504 compliance plans can help ensure the State is making materials available in the appropriate manner.



While many of the impacted counties are comprised mainly of speakers with English as a primary language, having the option to request materials in other common languages, especially Spanish, ensures residents can access information in their native language. Furthermore, Section 508 of the Rehabilitation Act requires that persons with disabilities have comparable access to and use of electronic information technology. By following document formatting guidelines, information available online can be more accessible to individuals who are visually impaired, or making hard copies of key documents will allow those without internet access to still access the critical program information.



TASK 8 — Program Performance Monitoring and Evaluation

Program performance monitoring and evaluation are essential to the success of a HUD CDBG-DR funded disaster recovery program because they ensure that recovery efforts are both effective and compliant with federal regulations. They require rigorous oversight, without it there is a heightened risk of delays, mismanagement, or misuse of funds. Monitoring provides real-time visibility into program activities, allowing administrators to track progress against goals, identify bottlenecks, and implement corrective actions swiftly. Evaluation helps assess whether the program is achieving its intended outcomes, such as restoring housing stability or rebuilding critical infrastructure, and informs future policy and funding decisions.

Moreover, performance monitoring and evaluation supports transparency and accountability, which are critical when managing public funds in disaster recovery contexts. Tools like the Disaster Recovery Grants Reporting (DRGR) system enable grantees to document expenditures, track milestones, and report on performance metrics in a standardized format. This not only facilitates HUD oversight but also builds public trust by demonstrating responsible stewardship of resources. By integrating milestone tracking, compliance monitoring, and data-driven reporting, the state ensures that recovery is timely, equitable, and aligned with community needs.

Our team will conduct continuous QA/QC and track risk indicators, including potential disallowed costs, fraud flags, and vendor performance. We operate with strict controls on duplication of benefits, fiscal reporting, and audit compliance to uphold the state's standards and protect public funds.

Strict Housing and Urban Development (HUD) Compliance

Program monitoring and evaluation is designed to align fully with HUD program requirements, including the CDBG-DR Consolidated Notice, and associated memos, Uniform Relocation Act, 2 CFR 200, and applicable state guidance. All policies, workflows, and system logic are mapped to the current regulatory framework and reviewed regularly by our compliance team. When HUD or Division of Community Revitalization (DCR) policies are updated, we coordinate closely with the state to interpret the changes, adjust procedures, and implement updates across intake, eligibility, construction, and finance processes. Our team issues real-time guidance and refresher training to staff, and our system of record is configured to support rapid updates to eligibility rules, documentation requirements, and approval pathways to maintain ongoing compliance.

Section 3 Compliance

The project is committed to being in full compliance with **Section 3 of the Housing and Urban Development Act of 1968** and will implement hiring, contracting, and reporting practices that maximize economic opportunities for low- and very low-income individuals and the businesses that employ them. We will give priority, to the greatest extent feasible, to Section 3 residents and business concerns in all hiring and procurement decisions related to this program. Our approach includes: 1) Hosting job fairs and outreach events in partnership with local organizations, trade schools, and housing authorities; 2) Advertising employment and subcontracting opportunities through Section 3-registered channels and community network; 3)



Monitoring hiring and contracting benchmarks and reporting outcomes through HUD's Section 3 Performance Evaluation and Registry System (SPEARS).

SOR Support for Compliance Reviews

It is imperative that the System of Record (SOR) capture all financial transactions, supporting documentation, approval workflows, and policy/SOP version histories, enabling rapid response to both internal reviews and external audits. Compliance staff will perform regular internal file reviews, including eligibility determinations, DOB analyses, construction progress, and payment requests. The compliance staff will also review all SOR user actions and audit trails to support verification of funds usage. We will coordinate directly with the state and any additional oversight agencies to prepare for monitoring visits or desk reviews and will resolve any findings promptly through documented corrective actions.

Fraud Reporting

The project will report all suspected fraud, waste, or abuse to DCR within **two (2) business days** of discovery. Our compliance team will document the issue, gather supporting information, and submit a formal notice to the state's designated point of contact in accordance with established reporting protocols. Our system of record allows staff to flag suspected fraud cases in real-time, triggering internal escalation and review. We will maintain a centralized log of all reported incidents and coordinate with DCR on any required investigation or corrective action.

Pipeline and Situation Reports

The program will provide the state with timely and detailed reporting to support program transparency, decision-making, and regulatory compliance. We will submit daily situation reports, along with any additional dashboard reports requested. Each report will include confirmation of work completed to date and a projection of near- and long-term performance based on real-time pipeline data.

We will maintain and regularly update a program timeline that outlines all critical recovery activities and estimated completion dates, including intake closure, eligibility determinations, environmental reviews, and construction milestones. Reports will track applications received and assisted, disaggregated by program phase and priority in accordance with the Action Plan. Financial reporting will detail funds obligated and expended to date, broken down by activity and geography, including HUD- and State-designated MID areas, with visibility into remaining balances and spending forecasts.

All reporting will be underpinned by our deep expertise in HUD CDBG-DR program administration. Our reporting and operational systems are designed to ensure strict compliance with all applicable federal and state requirements, including the CDBG-DR Consolidated Notice, the Davis-Bacon Act (if applicable), and Section 3 of the Housing and Urban Development Act of 1968. Our processes reflect current federal regulations, Executive Orders, policies, and standards to ensure that reporting is accurate, actionable, and compliant from Day One.



Program-specific Timelines

Program monitoring and evaluation will start immediately, with monitoring the Action Plan development and submission to ensure it meets all HUD requirements.

Milestone Tracking Tools

Performance metric tracking systems are vital for ensuring that a HUD CDBG-DR program meets its recovery goals efficiently and equitably, allowing program administrators to monitor key indicators such as the number of housing units repaired, infrastructure projects completed, and beneficiaries served. By collecting and analyzing this data regularly, the state can assess whether activities are progressing on schedule and within budget. Tools like dashboards, spreadsheets, and GIS platforms help visualize trends and identify gaps in service delivery, enabling timely adjustments to program strategies.

Effective tracking also supports transparency and accountability. When performance metrics are clearly defined and consistently reported, stakeholders - including HUD, other state agencies, and the public - can see how funds are being used and what outcomes are being achieved. This visibility is especially important in disaster recovery, where public trust and urgency are high. Moreover, performance data informs decision-making, helping program managers allocate resources where they are most needed and refine policies based on evidence.

Compliance monitoring tools complement performance tracking by ensuring that all program activities adhere to federal, state, and local regulations. These tools include standardized checklists for HUD requirements such as environmental reviews, labor standards, and fair housing laws. Monitoring plans often incorporate both desk reviews and on-site inspections to verify documentation, assess program quality, and detect potential risks. Automated systems can flag anomalies in financial transactions or beneficiary data, supporting early detection of fraud or mismanagement.

Progress Reporting and Disaster Recovery Grants Reporting (DRGR) Support

Each quarter, the program team will compile data from subrecipients and internal systems to prepare the progress report. This includes documenting the number of beneficiaries served, units completed, funds drawn down, and any challenges encountered. The narrative portion of the report will explain any deviations from the plan, corrective actions taken, and any changes in scope or timeline. Financial data must be reconciled with drawdown records in DRGR to ensure compliance with HUD regulations. Before submission, the report should be reviewed by compliance staff to verify completeness and accuracy. Once finalized, the progress report is submitted through DRGR and shared with HUD for review.

Application Close Out Checklist

The program will implement a standardized closeout checklist for each applicant file, to be completed no later than the end of the home warranty period. The checklist will align with state and HUD requirements and cover construction completion, inspections, lien releases, warranty documentation, certifications, and financial compliance.



Complying with State's Right to Monitor and Audit

We will fully comply with the State's right to monitor and audit any aspect of the program. The state, or its designee will have timely access to all records, personnel, subcontractors, systems, and facilities. Upon request, we will promptly produce all supporting documentation and assist with reviews, site visits, or resolution of findings.

Supporting Monitoring and Federal Audit Requests

Our compliance and program teams will support all monitoring and audit requests from the state, HUD, or other oversight entities. We will maintain well-organized, version-controlled files and provide staff for interviews, case walkthroughs, and clarification as needed. Audit findings will be jointly reviewed with the state, and corrective actions will be implemented promptly.

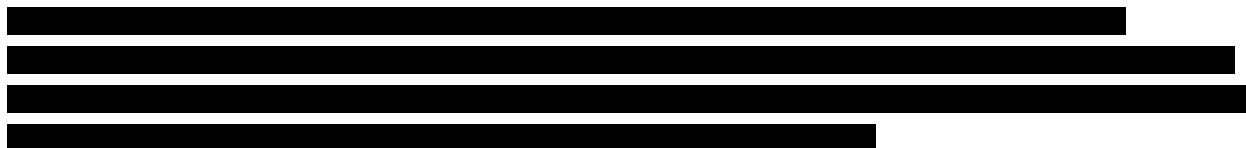
Final Grant Close Out Procedures

Upon program closeout or as requested, we will deliver a complete export of all program records—grant, construction, case management, and administrative, in a structured digital format agreed upon with the state. This will include document histories, metadata, and audit trails. If required, paper records will be indexed, securely packaged, and transferred. We will collaborate with the state's IT service to validate the file transfer and ensure long-term usability.

Handling Disallowed Costs

Any disallowed costs identified through internal QA, monitoring, or audit will be immediately flagged in our financial and case management systems. We will suspend further activity on affected files and work with the state to determine the cause and implement corrective measures, including training, documentation updates, or policy revisions. All actions will be tracked through resolution for transparency.

Program Records for 8 Years





TASK 10 — Audit Readiness and Monitoring Support

Building Confidence Through Audit Readiness

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Incomplete files, undocumented determinations, or delayed responses can trigger repayment demands, slow recovery, and weaken public trust. By contrast, programs that embed audit readiness from the start give reviewers, state leaders, and applicants confidence that recovery is fair, defensible, and consistent.

Our philosophy is simple: audit readiness is designed into the program, not something added at the end. We integrate monitoring protocols, documentation standards, and corrective action tools so that each case file is audit ready at closure and each transaction is traceable. This turns audit readiness from a one-time exercise into a daily discipline that keeps North Carolina's recovery defensible and trusted.

Our Structured Approach to Audit and Monitoring Support

Audit readiness requires more than policies; it takes a structured approach that turns federal and state requirements into daily practice. For DCR, this means systems where compliance is verified in real time, documentation is complete at file closure, and corrective actions are tracked through resolution. Our model blends readiness reviews, monitoring, and corrective action planning into a continuous cycle of improvement. By embedding these steps into North Carolina's housing, infrastructure, and economic revitalization programs, DCR gains more than compliance, it gains a defensible record that withstands HUD, OIG, and state oversight while maintaining public confidence.

Embedding Audit Readiness from Day One

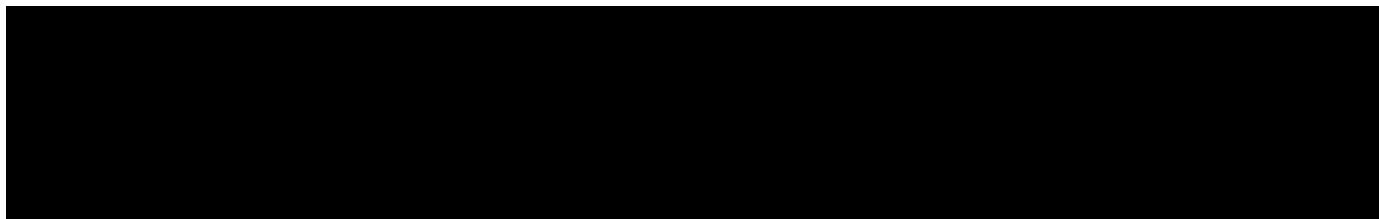
Audit readiness is strongest when it is built into program design, not left for closeout. From the first day of implementation, we help DCR integrate compliance protocols, documentation standards, and review tools into daily operations so that every file and transaction is audit ready at the point of completion. This approach prevents last-minute scrambles before monitoring visits, avoids gaps in the audit trail, and creates a culture where compliance is part of daily work.

Our readiness reviews give staff practical ways to confirm their work meets HUD and state requirements. We develop structured checklists for applicant files, financial transactions, procurement records, and monitoring documentation. These tools are tailored to North Carolina's programs and aligned with *HUD's CPD Monitoring Handbook (HUD 6509.2) Exhibit 6 – Disaster Recovery Community Development Block Grant*, any applicable Federal Register Notices, 2 CFR Part 200, specifically 2 CFR 200.331; 24 CFR 570.501(b) and 24 CFR 570.503. By embedding them into workflows, frontline staff can complete files correctly the first time, while supervisors validate accuracy and consistency across counties and programs.

Key Readiness Tools for DCR:



- **File checklists** for applicant eligibility, procurement, and financial transactions.
- **System audits** to validate data accuracy and reconciliations.
- **Supervisor validation logs** to confirm completeness before case closure.
- **Gap tracking** that routes issues into a resolution queue before oversight visits.



Embedding audit readiness into daily work so files exit the process in audit-ready status.

The outcome is a recovery effort where audit readiness is integrated into every program DCR administers, from single-family housing in flood-impacted mountain counties to economic revitalization projects in larger urban centers. Instead of reacting to findings, DCR can demonstrate to HUD, OIG, the State Auditor, and the General Assembly that compliance controls are consistently applied across all 39 Helene-impacted counties. For applicants, this reduces delays caused by incomplete files or rework. For state leadership, it provides confidence that every award and dollar disbursed is fully documented and defensible under review.

By establishing readiness checks in daily workflows, DCR sets the foundation for compliance. The next step is to apply a risk-based monitoring model that focuses attention on where the risks are greatest.

Risk-Based Monitoring that Prevents Findings

Monitoring is most effective when it directs effort where the risks are greatest. Drawing on our experience administering federal funds in ReBuild NC, the HOPE Program, Restore Louisiana, and other programs across the U.S., we apply a risk-based model that scores subrecipients and transactions by funding level, audit history, responsiveness to past findings, and staff capacity. This allows DCR to focus oversight on higher-risk activities while reducing unnecessary burden on counties and partners with stronger controls.

Our Monitoring Approach in North Carolina:

- **Transaction sampling** of high-risk reimbursements, such as large construction invoices in urban centers.
- **Desk reviews and targeted site visits**, including in rural counties where staff capacity may be limited.
- **Tiered oversight** (high, moderate, low) that scales monitoring intensity across all 39 Helene-impacted counties.
- **Centralized tracking** that logs findings and corrective actions.
- **Performance dashboards** that provide statewide visibility into error rates, resolution timelines, and compliance status.



This approach gives DCR a clear view of program risks across diverse recovery contexts. It means potential issues are identified and documented before they become findings, protecting recovery funds while reinforcing public trust that the state's housing, infrastructure, and economic revitalization programs are being monitored objectively and consistently.

By using risk-based monitoring to strengthen daily compliance, DCR builds the bridge from readiness into corrective action, where findings are resolved consistently and lessons are used to strengthen programs over time.

Corrective Actions that Drive Lasting Improvement

Findings alone do not build audit readiness; what matters is how quickly and effectively they are resolved. Our corrective action process is designed not only to close individual issues but also to strengthen compliance and prevent repeated findings. Every issue identified through reviews, monitoring, or audits is logged, assigned, and tracked to completion. The table below illustrates how this framework operates in practice.

Input	Action	Outcome
Finding identified	Logged in centralized tracking system with source, risk level, owner, and due date	Creates a single source of truth and immediate accountability
Corrective Action Plan (CAP)	Developed using standardized template citing requirement, assigning responsibility, and setting deadlines	Help ensure consistent, documented resolution process
Resolution tracking	Progress monitored until closure, with automatic escalation for overdue items	Prevents findings from remaining unresolved
Trend analysis	Findings aggregated and reviewed quarterly for systemic issues	Surfaces root causes and informs targeted training or SOP updates
Feedback loop	Lessons integrated into SOP revisions, updated checklists, and staff coaching	Reduces repeat errors and strengthens long-term compliance

This structured approach goes beyond "fixing problems." By documenting every finding, tracking resolution, and feeding lessons into updated SOPs and training, DCR can demonstrate to HUD, OIG, the State Auditor, and the General Assembly that compliance is continuously improving. The result is fewer repeat issues, shorter resolution times, and stronger files across all 39 Helene-impacted counties that stand up under audit.

While corrective actions close gaps, programs must also demonstrate to HUD, OIG, and state oversight bodies that those gaps are fully resolved. Our approach to oversight responses confirms that every finding is answered with clear evidence and a documented path forward.

Defensible Responses to Oversight Inquiries

Even with strong controls, federal and state monitors will identify issues that require explanation or resolution. The difference between programs that succeed and those that falter often comes down to how they respond. Our team specializes in drafting clear, well-supported responses that address the findings and demonstrate that DCR operates a system of continuous improvement.



When HUD, OIG, the State Auditor, or the General Assembly raises a question, we begin with a full review of the file, the cited policy, and all underlying documentation. We then prepare responses aligned with 2 CFR Part 200, 24 CFR Part 570, and HUD's CPD monitoring protocols for Community Development Block Grants, Disaster Recovery (CDBG-DR). Each response documents how the issue was resolved, the corrective action taken, and the steps in place to prevent recurrence. This gives reviewers confidence that DCR is compliant in practice, not only in policy.

This approach turns oversight into an opportunity for DCR to demonstrate accountability. Instead of scrambling to assemble files or debate findings, the state follows a tested process that responds with accuracy, transparency, and confidence. The result is stronger credibility with HUD and state partners and a public record that shows North Carolina's recovery programs can withstand scrutiny.

Proven Results

In ReBuild NC and Restore Louisiana, our teams managed hundreds of monitoring reviews and more than 49,000 file reconciliations — producing audit ready documentation that passed HUD and OIG oversight.

Strong responses are vital, but they are only part of the picture. Continuous quality monitoring ties all elements together so DCR can be confident that readiness, monitoring, and corrective actions consistently produce audit ready results.

Commitment to Quality and Continuous Improvement



Audit readiness depends on the quality of daily work. Our audit monitoring approach uses a layered QA/QC framework that reinforces accuracy at every stage, from case reviews and financial reconciliations to corrective action follow up. Rather than waiting for HUD or state auditors to flag issues, we integrate continuous quality checks, so problems are detected and corrected in real time.

To keep quality checks both transparent and practical, we organize QA/QC into defined elements. The table below shows how each element works in practice and why it matters for DCR's recovery programs.

Element	How it Works	Why it's Important
Layered Review	Each file is reviewed by both preparer and supervisor, with second-level checks for complex cases	Creates accountability and helps ensure accuracy before files close
Risk-Weighted Testing	Higher-value or complex cases sampled more intensively	Directs effort where the risk of error or findings is greatest
Defensible Documentation	Logs, reviewer notes, and sign offs maintained for every quality check	Provides a clear audit trail that satisfies HUD, OIG, and state oversight



Element	How it Works	Why it's Important
Trend Analysis	Findings aggregated and reviewed quarterly for systemic patterns	Surfaces root causes and informs targeted training and SOP updates

This model shows that North Carolina's recovery programs are not only compliant but improving with each review cycle. For DCR, that means fewer repeat issues, faster resolution timelines, and stronger credibility with HUD, OIG, the State Auditor, and the General Assembly. For residents, it means consistent, fair program delivery and clear stewardship of public funds.

This continuous cycle of readiness, monitoring, corrective actions, oversight responses, and quality checks gives DCR an integrated system of audit monitoring. In the next section, we highlight where this approach has delivered audit ready results in North Carolina and nationally.

Proven Experience Delivering Audit Ready Programs

Our team has delivered some of North Carolina's most visible recovery programs with audit readiness built into program design. In ReBuild NC, we managed *\$512 million in disbursements across 93,400 payments*, designing financial management systems and maintaining documentation that supported HUD and state reviews. In the HOPE Program, we *administered \$689 million in rent and utility assistance* with a two-day turnaround at peak while keeping files defensible under federal oversight. We are administering the *\$300 million Disaster Crop Loss Program*, where prepayment reviews, reconciliations, and real-time dashboards provide transparency as funds are delivered to 8,000 to 10,000 farmers.



Through these efforts, we combined speed with defensibility, giving funders, auditors, and the public confidence that recovery dollars are managed with integrity.

Specialized Team with Compliance and Audit Expertise

Our strength lies in combining technical certifications with hands-on disaster recovery experience. The team includes Certified Public Accountants (CPAs) who validate financial controls, Certified Internal Auditors (CIAs) who assess internal control frameworks, and Certified Fraud Examiners (CFEs) who focus on detecting fraud, waste, and abuse. We also bring former HUD leadership and monitoring specialists, giving DCR access to professionals who know exactly what federal reviewers will expect. This blend of credentials and operational judgment allows us to create audit ready files and defensible responses under real-world oversight conditions.

Ramp-Up Capacity for Audit Readiness Support

Oversight demand can spike during HUD monitoring, OIG audits, or legislative inquiries. With offices in Raleigh and Charlotte, we can place experienced compliance professionals onsite



within days. Our surge pool includes auditors, file reviewers, and QA/QC specialists trained in CDBG-DR. For DCR, operations continue during peak oversight: we expand file testing capacity, assign specialists to assemble response packages, and place reviewers in western North Carolina intake centers. Maintaining an in-state bench provides speed and scale so programs remain transparent, defensible, and trusted. With this team and surge capacity in place, we translate capability into practical deliverables for DCR.

Practical Deliverables and Outcomes for DCR

Delivering audit readiness and monitoring support means equipping staff with usable tools and producing outcomes that matter to DCR. The table below outlines the core deliverables for this task, how we implement them, and the results for North Carolina's recovery programs.

Deliverable	Description	Outcome
Readiness Review Tools & Checklists	Standardized protocols for case files, financial transactions, and system documentation	Every file is audit ready upon closure; fewer last-minute reconciliations
Monitoring Support	Risk-based desk reviews, file testing, and targeted site visits	Issues identified early and documented for oversight
Corrective Action Plans (CAPs)	Structured templates with assigned responsibilities and timelines	Findings resolved consistently; repeat issues reduced
Draft Oversight Responses	Prepared responses to HUD, OIG, or state monitoring inquiries	Clear, defensible replies that withstand external review
Audit Dashboard & Tracking Tools	Centralized system to log findings, CAPs, and resolution status	DCR leadership gains real-time visibility into compliance

With these deliverables in place, DCR can move forward confidently so that audit readiness is achieved and sustained. The final section highlights how this approach keeps North Carolina's recovery programs transparent, defensible, and trusted under any level of oversight.

Delivering Audit Ready Recovery for North Carolina

Audit readiness is where oversight, accountability, and public trust meet. By building compliance protocols from day one, applying risk-based monitoring, closing gaps through corrective actions, producing defensible responses, and maintaining continuous quality checks, our approach gives DCR more than tools. It creates a system of accountability that stands up under review.

For applicants, this leads to faster determinations and fewer delays from incomplete or inconsistent files. For DCR leadership, it provides confidence that every decision and disbursement is backed by documentation that satisfies HUD, OIG, the State Auditor, and the



General Assembly. For the people of North Carolina, it shows that recovery funds are administered with transparency and integrity.

We have a North Carolina presence, the surge capacity, and experience delivering audit ready programs across the country, we are prepared to help DCR protect the state's \$1.4 billion Helene allocation. Our record shows that speed and compliance work together, so recovery can be delivered quickly and fairly in a way that withstands the highest levels of oversight.



TASK 12 — Training, Technical Assistance, and Capacity Building

Training Strategy

Effective disaster recovery demands more than a one-time orientation, it requires a sustained, adaptive training ecosystem that fosters regulatory compliance, operational excellence, and public confidence. Our integrated change management model embeds training into every layer of program execution, equipping DCR personnel, subrecipients, and stakeholders with the tools to master CDBG-DR requirements. We initiate this process with a comprehensive readiness audit to pinpoint skill gaps and role-specific learning objectives. From there, we deliver structured, scenario-based modules that merge HUD directives with practical applications, ensuring participants grasp both procedural mechanics and their broader significance.

Our training continuum spans onboarding, policy refreshers, and responsive microlearning sessions, each calibrated to reinforce accountability and minimize risk exposure. By leveraging change management techniques, such as stakeholder alignment, iterative feedback, and adaptive content delivery, we cultivate a workforce that remains agile and informed amid evolving federal guidance.

Our instructional design enables us to craft modular, scalable curricula that reflect DCR's strategic priorities. We tailor content to operational roles and programmatic scope, incorporating SOPs and interactive simulations for functions like intake, eligibility determination, and procurement. Delivery formats are flexible, ranging from detailed training plans, curriculum guides, job aids, and instructor-led workshops to scalable knowledge transfer via train-the-trainer methodologies. These deliverables produce a structured and informed rollout, helping to build capacity and foster long-term sustainability within the CDBG-DR program. Additionally, continuous evaluation through performance analytics, post-training diagnostics, and QA insights enables learning outcomes that translate into measurable improvements. This approach transforms training from a compliance exercise into a strategic asset.

Technical Assistance Delivery

We view technical assistance as a strategic engine for program success, one that drives consistency, clarity, and compliance across all phases of CDBG-DR implementation. Our change management team embeds technical support directly into the operational framework, ensuring that DCR staff, subrecipients, and community partners receive timely, targeted guidance that enhances performance and mitigates risk. Support begins at the application intake stage, where we streamline procedures to align with HUD eligibility criteria and DCR's programmatic objectives. Our team provides hands-on assistance with eligibility reviews, guiding staff through a rigorous, multistep process designed to foster fairness and accuracy of application reviews.

We facilitate the submission of household details, income sources, and proof of disaster-related impact, such as job loss or medical expenses via an online portal or at intake centers. We also provide support for call centers as a means of the intake process with trained professionals who provide real-time support, guide applicants through the intake process, and assist with documentation submission. These centers also serve as a critical access point for individuals with limited internet connectivity or mobility challenges, helping to promote equitable participation



across all communities. Additionally, income verification is conducted using IRS tax returns, wage statements, or benefit letters to confirm that households fall below 80% of Area Median Income (AMI). In cases where documentation is limited, we accept self-certification forms, applying enhanced review protocols to maintain integrity. Income verification is conducted using IRS tax returns, wage statements, or benefit letters to confirm that households fall below 80% of Area Median Income (AMI). In cases where documentation is limited, we accept self-certification forms, applying enhanced review protocols to maintain integrity.

Our reviewers validate disaster tie-back by cross-referencing expense dates and locations with official disaster declarations, ensuring that all claims are directly linked to the applicable event. To prevent duplication of benefits, data from FEMA, SBA, and insurance databases is reviewed to identify potential overlaps, which are then flagged for manual reconciliation. This dual-layer approach combining automation with quality control reduces erroneous denials, strengthens audit readiness, and promotes consistent adjudication. We also conduct date threshold reviews to confirm that all expenses fall within HUD's eligibility window, typically within two years of the Applicable Action Notice or prior to the assistance request.

Throughout the review process, applicants receive real-time updates, and our team members are trained to assist with document collection and appeals related to duplication of benefits. This hybrid "tech-plus-human" model accelerates processing while preserving equity and compliance. For applicants with limited internet access or incomplete records, we offer assisted intake and validate self-attestations against disaster data, in accordance with HUD guidance for low-access households.

To provide transparency and accountability, technical assistance requests, resolution timelines, and performance metrics are systematically tracked and integrated into DCR's System of Record, establishing a centralized, auditable trail of support activities. Our change management methodology emphasizes continuous improvement, using feedback from technical assistance engagements to identify systemic challenges, recommend process enhancements, and inform future training. By embedding technical assistance into the change lifecycle, we reinforce that support is not reactive, it's strategic, anticipatory, and aligned with DCR's mission of revitalizing communities through resilient recovery.

Capacity Building Framework

Resilient recovery hinges on more than individual expertise, it demands institutional strength, operational agility, and continuity across all levels of program delivery. Our capacity building strategy is designed to reinforce the North Carolina Department of Commerce's Division of Community Revitalization (DCR) with the infrastructure, talent, and tools needed to sustain long-term success. We begin with a diagnostic assessment of current capabilities, identifying operational gaps and prioritizing development areas across teams and functions. This foundation allows us to tailor support that is both strategic and responsive.

From there, we deploy targeted coaching and hands-on guidance to help staff navigate transitions in roles, systems, and procedures. These engagements are informed by performance metrics, QA evaluations, and stakeholder input, ensuring that every intervention is relevant, results-driven, and aligned with program goals. Our approach fosters confidence and



competence, empowering teams to operate with clarity and precision in complex recovery environments.

Critically, our team excels at rapidly scaling staffing to meet urgent and evolving needs. Through a flexible deployment model and a deep bench of pre-vetted professionals, we can mobilize specialized personnel, whether in finance, eligibility, intake, or compliance, within days. We leverage regional talent pipelines, strategic partnerships, and streamlined onboarding protocols to ensure that staff are not only available quickly but fully trained and aligned with program objectives from day one. This agility enables us to respond to surges in applicant volume, shifting priorities, and emerging community needs without compromising quality or compliance.

To institutionalize gains, we establish performance management frameworks that monitor key indicators such as compliance benchmarks and stakeholder satisfaction. These systems offer a centralized mechanism for tracking progress, analyzing trends, and identifying opportunities for refinement ensuring that program improvements are sustained and measurable over time. We also implement robust knowledge transfer protocols, including cross-functional training plans, centralized documentation hubs, and succession planning strategies that safeguard institutional memory. Additionally, we offer tailored support to disaster-impacted communities, such as Asheville, Boone, and Marion to provide localized, hands-on support if needed as well as remote coordination, virtual assistance, and localized resource planning. By leveraging digital tools, regional partnerships, and targeted outreach, our team strives to address community-specific challenges effectively, and demonstrates that capacity building is not abstract, but grounded in the realities of each community's recovery journey. Through our change management lens, capacity building becomes a strategic imperative empowering DCR to fulfill its revitalization mission with resilience, agility, and enduring impact.

Deliverables

The following table outlines the comprehensive suite of deliverables our Change Management Team is equipped to provide—strategically designed to support NC DCR's goals in training, technical assistance, and capacity building through scalable, sustainable, and culturally responsive solutions.

Standard Operating Procedures	Detailed Training Plans
Job Aids	Trainer-the-Trainer Sessions
Policy Manuals	Microlearning Sessions
Resource Guides	Instructor-led workshops
Checklists / Cheat Sheets	Post-Training diagnostics
Workflows	QA Insights



Proven Success

Rebuild Florida

The EisnerAmper Team has a demonstrated history of successfully delivering comprehensive change management and training services in high-stakes, disaster recovery environments. In support of a statewide recovery initiative following Hurricane Irma, our team played a pivotal role in equipping frontline personnel with the knowledge, tools, and confidence needed to serve impacted homeowners effectively and consistently.

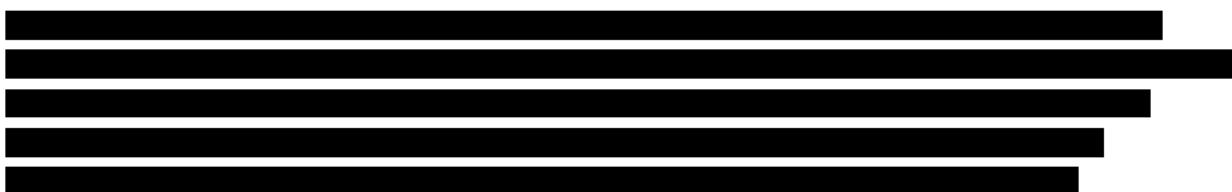
Operating within a dynamic and rapidly evolving program landscape, we partnered closely with project leadership to establish a unified training framework that encouraged alignment across all program offices. Our approach combined strategic change management principles with innovative training delivery methods, leveraging both virtual platforms and in-person sessions to maximize reach and engagement across the state.

We designed and delivered a robust curriculum tailored to the unique demands of HUD and CDBG-DR funded programs, with a strong emphasis on regulatory compliance, operational excellence, and empathetic service delivery. Key training modules included:

- **Program Policy & Compliance:** HUD, CDBG-DR, and program-specific updates
- **Leadership Development:** Intake Center Management, team supervision, and functional area leadership
- **Ethics & Integrity:** Anti-fraud, waste, and abuse protocols; conflict of interest awareness
- **Customer Experience:** Empathy-driven service, communication, and de-escalation techniques
- **Operational Readiness:** Program forms and applications, confidentiality and document retention, public records requests
- **Security & Safety:** Protection of Personally Identifiable Information (PII), workplace safety standards
- **Administrative Efficiency:** Scheduling, staffing, timesheet management, and performance expectations

Every aspect of our engagement was executed in full compliance with contractual requirements. We delivered all services on time and within budget, consistently meeting or exceeding performance benchmarks. Our training programs received outstanding feedback from participants and program leadership alike, reflecting high levels of satisfaction, improved operational consistency, and enhanced team morale.

Restore Louisiana Pre-Obligation — State of Louisiana, Division of Administration, Office of Community Development





Operating in a complex, multi-disaster recovery environment, our team provided strategic guidance and hands-on support across a wide range of program functions. We were instrumental in preparing program staff to navigate HUD's Community Development Block Grant Disaster Recovery (CDBG-DR) requirements, ensuring that every team member, from intake specialists to program administrators, was equipped with the knowledge and tools necessary to serve impacted residents effectively.

Our training and management services were designed to foster operational consistency, regulatory compliance, and a culture of accountability. We developed and delivered targeted training modules, both virtually and in-person, covering critical program areas, including:

- Verification of Benefits and Eligibility Review
- Anti-Fraud, Waste, and Abuse Protocols
- Program Policy Education and Implementation
- Damage Assessment and QA/QC Review
- Temporary Housing Assistance Procedures
- Reporting and Communication Planning
- Case Management and Customer Service Excellence
- Program Administration and Requisition Processing
- Grant Compliance Monitoring and Documentation Standards
- Disbursement, Tracking, and Reconciliation of Funds

Our change management approach emphasized proactive communication, stakeholder alignment, and continuous improvement. We worked closely with program leadership to identify training gaps, streamline workflows, and implement best practices that enhanced staff performance and program outcomes.

All services were delivered in full compliance with contractual requirements—on time and within budget. Our team consistently met or exceeded performance metrics and received exceptional feedback from program stakeholders, validating the effectiveness of our training strategy and the strength of our change management framework.

This engagement reflects our ability to operate at scale, adapt to evolving program needs, and deliver high-impact training solutions that empower teams and improve service delivery. We are confident in our capacity to bring the same level of excellence, precision, and commitment to the North Carolina Department of Commerce's initiatives.

These successes underscore our ability to deliver scalable, impactful training and change management solutions that drive measurable results. We are confident in our capacity to bring the same level of excellence, adaptability, and commitment to the North Carolina Department of Commerce's initiatives.



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

URA Summary

EisnerAmper proposes a comprehensive Uniform Relocation Act (URA) Disaster Recovery Project funded through the Community Development Block Grant – Disaster Recovery (CDBG-DR) program. This initiative will ensure compliance with federal relocation requirements and provide equitable assistance to individuals and families displaced by disaster recovery activities following Hurricane Helene (FEMA DR-4827-NC).

The project will develop and implement relocation policies, procedures, workflows, and training programs to support URA compliance across NCORR's housing, infrastructure, and buyout programs. It will also establish robust systems for eligibility determination, benefit calculation, compliance monitoring, and corrective actions.

Development of Relocation Policies, Procedures, SOPs, and Workflows

Our team will create a URA Policy Manual aligned with HUD's guidance and the April 2024 North Carolina URA Manual. This manual will include:

- **Relocation Policies:** Clearly defined principles governing eligibility, benefit types, advisory services, and appeals.
- **Standard Operating Procedures (SOPs)** for identifying displaced households, issuing notices, calculating benefits, and providing advisory services.
- **Process workflows** for each program type (e.g., buyout, rental rehab, infrastructure) using HUD's sample templates.
- **Decision trees and flowcharts** to guide staff through eligibility and benefit determination steps.
- **Integrated compliance checkpoints** to ensure URA triggers are identified early in project planning.

These resources will be reviewed and updated quarterly to reflect any changes in HUD regulations and the overall recovery program design.

Technical Guidance for System of Record Workflows

To ensure accurate documentation and tracking, EisnerAmper recommends implementing the following technical guidance for system of record workflows:

- **URA Integration** with the System of Record (SOR) to capture relocation data, notices, and payment records.
- **Automated alerts** for URA-triggering events such as demolition, acquisition, or tenant displacement.
- **URA Role-based access controls** to ensure data integrity and confidentiality.
- **Audit trails and version control** for all relocation-related documentation.

Guidance will be based on HUD's URA compliance checklists and monitoring protocols.



Application Review Tools for Eligibility and Benefit Determination

EisnerAmper will deploy a suite of tools to support relocation eligibility and benefit determinations:

- **Relocation Eligibility Assessment Tool (REAT):** A digital form that guides staff through URA definitions and triggers.
- **Benefit Calculation Worksheets:** Web-based tools for computing moving expenses, rental assistance, and replacement housing payments.
- **Household Needs Assessment Templates:** To document special needs, language access, and housing preferences.
- **Appeals Tracking System:** To manage disputes and ensure timely resolution.

These tools will be embedded in the program's case management platform and aligned with HUD's Handbook 1378.

Development of Required Notices, Monitoring Tools, and Corrective Action Resources

All notices will be available in multiple languages and formats to ensure accessibility.

EisnerAmper will develop and deploy:

- Required Notices:
 - General Information Notice (GIN)
 - Notice of Eligibility
 - Notice of Non-Displacement
 - 90-Day Notice to Vacate
 - Housing of Last Resort Notice
- Compliance Monitoring Tools:
 - URA Monitoring Checklist: A tool for internal audits and HUD reviews.
 - Relocation File Review Templates: Standardized forms for evaluating completeness and accuracy of relocation files.
 - Subrecipient Oversight Dashboard: A real-time dashboard to track relocation activities across partner organizations.
- Corrective Action Resources:
 - URA Corrective Action FAQ and Protocols: Step-by-step guidance for addressing non-compliance.
 - Templates for retroactive notices and benefit recalculations: For use when notices were not issued in a timely manner.
 - Outreach strategies to locate displaced households post-project: To locate and assist displaced persons who were missed during initial implementation.

These resources will be used during HUD monitoring visits and internal audits.

Training Materials and Sessions for Staff and Program Partners

EisnerAmper will implement a robust training program using HUD's "URA the HUD Way" training modules:



- Training Materials:
 - Slide decks and handbooks
 - Quick reference guides
 - PowerPoint presentations explaining URA and Section 104(d)
 - Case studies and role-play scenarios
- Training Sessions:
 - Quarterly webinars for program staff and subrecipients
 - In-person workshops for local governments and developers
 - Onboarding modules for new staff and contractors

Training will be tracked to ensure that all staff have received the necessary training and that their training is up-to-date.



TASK 14 — Communication, Public Information, and Outreach Support

Communication Strategy

Clear, consistent, and inclusive communication is essential to the success of any recovery program. Our team brings a proven approach to public engagement that ensures residents, stakeholders, and community partners receive timely, accurate, and actionable information throughout the program lifecycle.

We begin by conducting a comprehensive assessment of existing communication efforts, including outreach channels, engagement activities, and public feedback. This diagnostic phase allows us to identify gaps in reach, clarity, and effectiveness, particularly among underserved populations. We analyze how current messaging is received, which audiences are being missed, and where misinformation or confusion may be present. This insight informs a strategic roadmap for enhancing communication efforts moving forward.

Building on this foundation, we implement a multi-channel strategy that blends traditional methods, such as community meetings, and email campaigns. This approach encourages broad accessibility and allows us to tailor outreach to communication preferences of different demographic groups. Special emphasis is placed on reaching low-to-moderate income households, individuals with limited internet access, and elderly communities. .

To generate responsiveness during critical moments, we establish robust communication protocols that guide crisis response, and public inquiries. These protocols streamline the flow of accurate information, reduce confusion, and maintain public trust during high-pressure situations. We work closely with DCR leadership to define escalation paths, designate spokespersons, and develop pre-approved messaging frameworks that can be activated quickly.

We also provide comprehensive support for public meetings, stakeholder engagement sessions, and community outreach events. These forums are essential for building transparency, fostering two-way communication, and ensuring that program decisions reflect the lived experiences of those most impacted. Our team assists with event planning, logistics, facilitation, and post-event follow-up, ensuring that each engagement is purposeful, inclusive, and well-documented.

Public Information

To promote transparency, accessibility, and public trust, we develop and deploy a comprehensive suite of public information materials that serve as the foundation for effective program communication. These materials are designed to simplify complex program details, reduce confusion, and empower residents to take informed action throughout the recovery process.

Deliverables include:

- **Fact Sheets, Flyers, FAQs, and Website Content** for clear and concise materials that explain eligibility criteria, program timelines, and application procedures in plain language.



- **Tailored Outreach Materials for Impacted Communities** that is customized to include content for language translation and ADA-compliant formats to promote equitable access for non-English speakers and individuals with disabilities.
- **Standardized Templates for Press Releases and Public Updates** in ready-to-use formats that maintain consistency across agencies and partners while allowing for quick customization and deployment.
- **Guidance Documents for Messaging and Branding Resources** that support unified external messaging, visual identity, and tone of voice across all communication channels.

These tools are designed not only to inform, but to build trust and reinforce the credibility of DCR's recovery efforts. By ensuring that every resident, regardless of background or circumstance, has access to accurate, actionable information, we help foster a transparent and inclusive recovery process.

Outreach Support Strategy

Our team is prepared to work in close partnership with the North Carolina Department of Commerce Division of Community Revitalization (DCR) to implement a comprehensive outreach strategy that connects directly with the communities most impacted by disaster recovery efforts. Grounded in the principles of trust, compassion, clarity, and accessibility, our approach ensures that outreach is not only effective, but equitable, inclusive, and responsive to local needs. We also welcome the opportunity to collaborate with the state's communications department to amplify messaging and ensure alignment across public-facing channels, a model we've successfully implemented in previous engagements with the State of Louisiana.

We will collaborate with DCR to execute a Community Outreach and Communications Plan that reflects the unique demographics, challenges, and communication preferences of North Carolina's diverse communities. Outreach campaigns will be strategically designed to resonate with priority populations, including low- and moderate-income households, older adults, , and those with limited access to technology. We recognize that a one-size-fits-all approach is insufficient; our tactics will be tailored to meet people where they are geographically, culturally, and emotionally.

Our outreach support may include:

- **Community-based application assistance events** to provide hands-on support and reduce barriers to participation
- **Partnerships with faith-based organizations and nonprofit groups** to leverage trusted messengers and expand reach
- **Social and digital outreach** to engage residents across platforms and amplify program visibility
- **Transparent public reporting** on program progress and outcomes to reinforce accountability and build confidence

To further support outreach efforts, we offer a range of business-focused engagement tools and services:

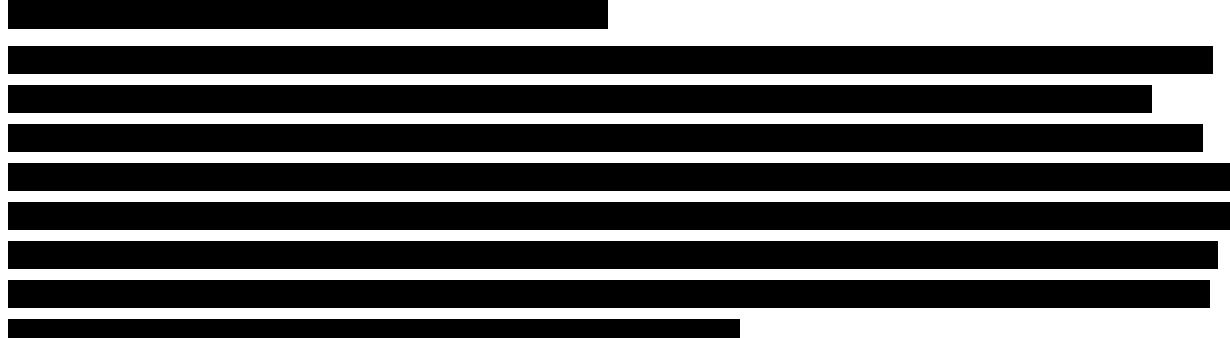
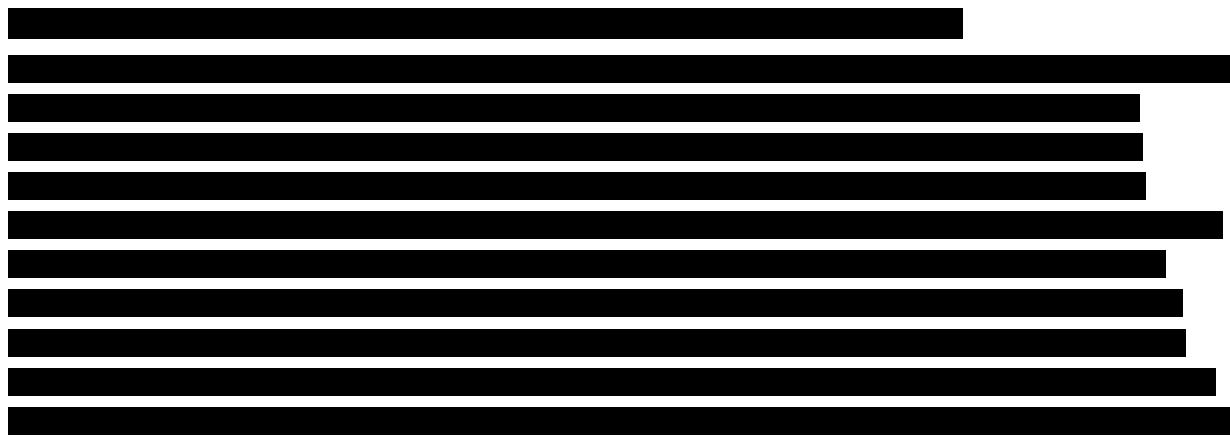


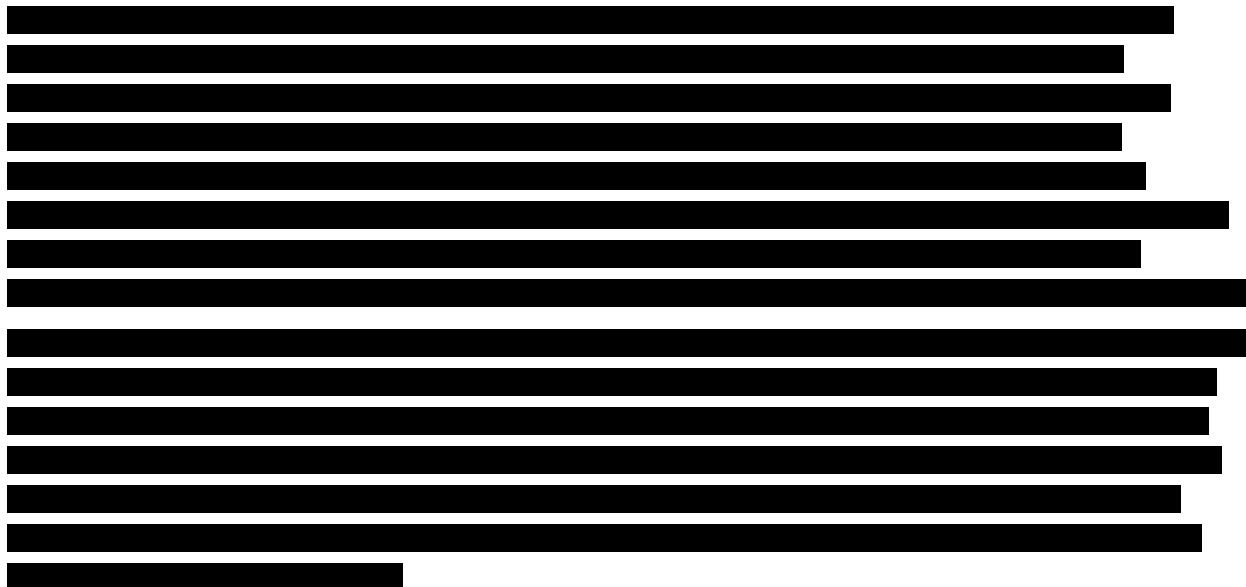
- **Workshops and Seminars** on eligibility criteria, bidding processes, and successful application strategies
- **Virtual Information Sessions** to ensure accessibility for remote or rural participants
- **Bid Opportunity Newsletters** highlighting upcoming opportunities and success stories
- **Resource Guides** outlining key processes and offering practical tips
- **One-on-One Consultations** to help businesses navigate program requirements
- **Email List Serves** segmented by industry to keep vendors informed of relevant opportunities

Deliverables will include a detailed summary of CDBG-DR Outreach and Communication Activities, outlining the specific methods, channels, and timelines used to engage residents and support their recovery journey. While DCR will lead the development of official press releases, website content, and marketing materials, our team will ensure that all outreach efforts are aligned with the Department's values and strategic objectives.

This outreach framework is designed not only to inform, but to empower. By fostering meaningful connections, listening actively, and responding with clarity, we help ensure that every resident has the opportunity to access recovery resources and participate fully in the rebuilding process.

Proven Success:





This comprehensive approach demonstrates our ability to deliver integrated outreach and communication support that is inclusive, scalable, and aligned with public sector priorities. NC DCR can rely on our team to build a similarly robust framework, one that connects with businesses, promotes transparency, and drives participation with clarity and compassion.



TASK 15 — Grant Management

Grant Management is Core to Successful Recovery

Grant management is not just an administrative function; it is the backbone of an effective disaster recovery program. When communities are rebuilding, the ability to track, administer, and report on funding determines whether resources reach those most in need in a timely and compliant way. Our team approaches grant management with a clear focus on accountability, transparency, and speed. By building efficient processes and applying deep subject-matter knowledge, we help the State translate its housing, infrastructure, economic revitalization, and mitigation programs described in its CDBG-DR Action Plan into visible, measurable recovery outcomes.

In our experience, successful recovery requires balancing technical requirements with the practical realities subrecipients face on the ground. Many subrecipients have limited staff capacity or are new to federal grant administration. Our team anticipates these challenges and proactively provides the structure and tools needed to make compliance manageable. This combination of strong oversight and capacity building leads to consistent performance across all subrecipients, even in high-volume and high-pressure recovery environments.

Ultimately, grant management is about risk reduction and community outcomes. When grant funds are well managed, the State minimizes compliance risks, accelerates recovery timelines, and maximizes the long-term impact of its investment. This is the lens through which we approach every engagement.

Grant Management and Compliance Support

EisnerAmper brings a team of seasoned grant managers, auditors, and compliance professionals with deep experience navigating the distinct challenges of the public sector. We leverage this expertise to advise DCR across every phase of the HUD CDBG-DR and FEMA grant lifecycle, from pre-award to program closeout.

Our team's strength lies in translating complex HUD and Uniform Guidance requirements into actionable processes that reduce risk, accelerate reimbursements, and protect federal funds. As auditors with substantial experience in federal programs, we understand the nuances of 2 CFR 200, including §200.328-232 reporting standards, and we design systems that ensure transparency, defensibility, and audit readiness.

Grant Activities Framework

Phase	Key Activities	Deliverables	Outcomes
Contracting	Draft compliant agreements: embed CDBG-DR required provisions; establish scopes of work, deliverables, and cost terms	Standard contract templates; clause library (e.g., preapproved language and mandatory federal, state and program-specific requirements)	Audit ready; CDBG-DR aligned contracts
Compliance Monitoring	Conduct risk-based monitoring; validate procurement; review invoices, track performance	Risk-based monitoring plans; corrective action plan templates; monitoring logs	Early detection of issues; reduced risk of findings; stronger subrecipient performance

Phase	Key Activities	Deliverables	Outcomes
Closeout	Reconcile expenditures; review deliverables; finalize documentation	Closeout checklists; documentation matrices	Audit ready closeout packages; funds protected from de-obligation

Here's How We Do It — Facilitating Contracting, Monitoring Compliance, Closing Out Efficiently

Our approach begins with facilitating subrecipient contracting. We provide standardized contract templates, recommended provisions, and tailored training to both State staff and subrecipients. These resources simplify the contracting process while embedding compliance requirements from the outset. We also conduct pre-award assessments to gauge subrecipient capacity and establish a baseline for technical assistance. This step allows us to strengthen contract language around performance expectations and accountability measures.

On the compliance side, we use a risk-based framework that allows the State to focus oversight where it is most needed. Our process includes desk reviews, on-site visits, financial reconciliations, procurement file checks, invoice reviews, and performance monitoring. We pair these activities with user-friendly compliance tools, such as standardized checklists and monitoring protocols, that create consistency across all subrecipient reviews. This not only reduces the administrative burden but also builds a clear record of compliance that withstands federal audits and reviews.

Closeout activities are conducted systematically, beginning with early tracking of performance metrics and financial drawdowns to identify issues long before the contract end date. Our team leads the resolution of outstanding items, reconciles expenditures, and documents achievement of contract deliverables. By addressing issues proactively, closeout becomes a smooth and timely process, rather than a last-minute scramble that can delay project completion or final payment.

We deploy a suite of practical tools to streamline compliance and reporting to support DCR. Deploying the tools below allows you to:

- Streamline processes
- Ensure compliance
- Detect risks early
- Produce audit ready documentation

Practical Tools to Streamline Compliance and Reporting

Contracting Tools	
Standardized Contract Templates	Pre-loaded with HUD and Uniform Guidance provisions.
Clause Library	Centralized repository of pre-approved compliance clauses.
Procurement Checklists	Ensure solicitations, bids, and awards meet 2 CFR 200 and state rules.
Monitoring Dashboard	Tracks awards, amendments, deadlines, and compliance requirements.

Monitoring Tools	
Risk-Based Monitoring Plans	Tiered oversight based on subrecipient/contractor risk profiles.



Monitoring Tools	
Desk and Field Review Checklists	Aligned with HUD monitoring exhibits
Invoice and Cost Validation Logs	Verify allowability, allocability, and reasonableness under 2 CFR 200 Subpart E.
Monitoring Dashboards	Capture status of site visits, findings, CAPs, and follow-up actions.

Reporting Tools	
Performance & Financial Reporting Templates	Align with 2 CFR 200.328-333 reporting requirements.
Automated Calendar/Reminder Systems	Alerts for monthly, quarterly, and annual reporting deadlines.
TA and Communication Logs	Document technical assistance provided, meeting notes, and subrecipient follow-ups.
KPI Tracking Scorecards	Measure compliance trends, timeliness, and subrecipient performance.

Closeout Tools	
Closeout Checklists	Ensure all programmatic, financial, and compliance requirements are complete.
Documentation Matrices	Map files to compliance standards, audit requirements, and retention rules.
Expenditure Reconciliation Tools	Validate financial drawdowns and prevent de-obligations.
Final Compliance Certificates	Standardized forms confirming contract/subrecipient files are audit ready.

Outcomes for DCR

EisnerAmper delivers outcomes that go beyond compliance checklists, we provide DCR with tangible results that strengthen oversight, accelerate recovery, and protect federal funds. Outcomes include:

- Reduced risk of findings and delays
- Audit ready documentation
- Efficient closeout
- Stronger subrecipient oversight
- Process improvements

As a compliance-first partner, the EisnerAmper team will not only support DCR with every stage of grants management but deliver efficient, compliant, and audit ready outcomes that provides lasting value to the communities in North Carolina.

Where We've Done It — Examples of CDBG-DR Grant Management

Proven CDBG-DR Grant Management Experience

Delivering quality service has always been a cornerstone of EisnerAmper work. For more than 20 years, our team has partnered with governmental agencies, municipalities, non-profit organizations, and small businesses to manage federal funds and drive disaster recovery efforts nationwide.



We have a track record **of rapidly mobilizing resources, launching program operations, scaling quickly, and sustaining high-quality service** to both clients and survivors. The ability to adapt at speed is what has allowed EisnerAmper to consistently deliver results on complex, large-scale recovery programs.

With our diverse backgrounds and extensive experience supporting CDBG-DR grant management, EisnerAmper has played a key role in recovery efforts for many of the largest federally declared disasters in recent history, demonstrating our capacity to support programs of significant scale and complexity.

Why This Matters for DCR

By combining experience, tools, and structured oversight, the EisnerAmper team helps DCR:

- Facilitate subrecipient contracting with federally compliant templates.
- Monitor compliance proactively with risk-based tools and dashboards.
- Close out efficiently with defensible, audit ready documentation.
- Reduce risk of findings, questioned costs, and funding delays.

In Practice

Where We've Done It	Program	What We Did
[REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED]	[REDACTED] assistance, case management, oversight, [REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED]	[REDACTED]	[REDACTED] [REDACTED] streamlined [REDACTED] and reduced audit findings.

Our Team — Experienced Grant Managers, Compliance Monitors, and Financial Staff

The team we propose for Task 15 includes seasoned professionals with extensive knowledge of CDBG-DR and Uniform Guidance requirements, and have led multi-million-dollar recovery programs from inception to closeout. Our grant managers bring. They are supported by compliance monitors who specialize in identifying and addressing program risks, as well as financial analysts who bring expertise in cost allowability, budget tracking, and reporting.

Beyond technical expertise, our team members excel at building strong working relationships with State staff and subrecipients. They understand that disaster recovery environments require both precision and empathy. By combining technical oversight with a collaborative approach, our team builds trust while maintaining accountability. When working with the EisnerAmper grant management and compliance team, subrecipients know they have a partner in navigating



complex requirements, while the State benefits from consistent, well-documented compliance outcomes.

We also bring specialized staff who can provide tools and technology solutions that streamline compliance and reporting. This includes the development of customized dashboards, reporting templates, and workflows that reduce time spent on administrative tasks and allow both the State and subrecipients to focus on program delivery. The collective expertise of our team gives the State confidence that every aspect of grant management will be handled effectively, from contracting to closeout.

Delivering Results Through Grant Management

Effective disaster recovery hinges on strong grant management. At EisnerAmper, we view grant management as the core of successful recovery, ensuring that funds flow quickly, projects advance without delays, and compliance is maintained at every stage. Our team combines deep knowledge of HUD, Uniform Guidance, and state grant requirements to deliver end-to-end grant management support. The EisnerAmper team is positioned to deliver practical tools to DCR that streamlines contracting, monitoring, reporting and closeout.

We bring proven experience in managing federally funded recovery programs with a risk-based approach that strengthens transparency, accountability, compliance, and efficiency. Our approach reduces the risk of findings, questioned costs, and reimbursement delays by embedding compliance into daily program operations. This provides DCR with the assurance that federal funds can withstand audit scrutiny while delivering meaningful outcomes for communities.



Internal Systems for Quality Assurance, Regulatory Compliance, and Project Oversight

Compliance-Driven Delivery and Timely Performance

Delivering audit-ready documentation and timely services under HUD and federal funding requirements.

Timeliness and compliance are critical to HUD CDBG-DR programs, where delays directly impact reimbursements and community recovery. EisnerAmper applies a comprehensive QA/QC framework and project tracking systems to ensure deliverables are accurate, compliant, and on time. Each product is peer-reviewed for alignment with HUD, Treasury, FEMA, and state requirements, ensuring funding flows without audit risks or de-obligations.

- QA/QC framework designed for HUD CDBG-DR and Treasury-funded programs
- Peer review and compliance oversight for all deliverables
- Proactive project tracking to meet HUD reporting deadlines
- Audit-ready documentation that withstands HUD, FEMA, and OIG reviews
- Proven record of timely reimbursements and program performance

A Summary of Staffing Capacity

Deploying the right people, with the right expertise, at the right time.

Our staffing approach emphasizes alignment of skills with the unique needs of each task order. EisnerAmper offers a bench of highly qualified professionals—including Program Managers, Grant Specialists, Compliance Analysts, and Technical Experts—who are ready for rapid deployment. Each staff member is carefully vetted for federal grant expertise, FEMA/HUD compliance knowledge, and cultural fit with client teams. We also maintain surge capacity to scale staffing as recovery demands increase, ensuring continuity and responsiveness across all phases of program delivery.



Clear Alignment of Proposed Staff with the Type of Work to be Performed

Our Project Delivery Team is composed of seasoned professionals who will draw on their collective expertise and engage subject matter experts as needed to ensure the delivery of the most effective, results-driven solutions for DCR. Our team has a deep bench of qualified and experienced resources. The team structure consists of a Project Manager and Deputy Project Manager overseeing all aspects of the engagements. Depending on the specific task, experienced resources will be staffed to lead those efforts including resources for roles such as Grant Lead, Training & Outreach Lead, Monitoring and Evaluation, etc. Additionally, we have Subject Matter Experts with deep technical knowledge in areas beneficial to specific task orders including internal audit/controls, anti-fraud, and funds disbursement.

As indicated in the RFP instructions and to demonstrate the qualified personnel available to support the task orders, we have included at least two proposed named resources for each role. Professional biographies are included. These roles correspond to the rate table in Attachment A. This listing exemplifies the qualified personnel our team can provide; in addition to those named below we have many experienced resources in each role to draw upon as necessary.

Name	Role	Associated Task(s)	Key Qualifications
Jennifer Butler	Project Manager	All proposed	20 years grants & disaster management experience
Ann Hilzim	Project Manager	All proposed	15 years training, change management; CDBG DR training
Laura Katz	Deputy Project Manager	All proposed	15 years experience; former state CDBG DR policy director
Katherine Nesser	Deputy Project Manager	All proposed	20 years training, change and program management
Angie Brown	Grant Lead	1, 4, 15	20 years grants and project management
Delilah Manzano	Grant Lead	1, 4, 8, 15	20 years disaster and grant management
LeAnn Ragusa	Training & Outreach Lead	1, 5, 12	Significant CDBG DR policy and training development for state programs
Nicole Mattier	Training & Outreach Lead	1, 5, 14	15 years training, change management, policy & procedure design
Jennifer Kurien	Monitoring and Evaluation Lead	10, 15	14 years managing performance for federal grants
Courtney Pingel	Monitoring and Evaluation Lead	7, 10	10+ years disaster recovery, CDBG DR



Name	Role	Associated Task(s)	Key Qualifications
Kristin Bourque	Subject Matter Expert (SME)	1, 2, 4, 10	10+ years experience in compliance, internal controls, grant programs
Dana Daigle	Subject Matter Expert (SME)	1, 2	10+ years financial management, funds disbursements, CDBG DR
Louise Gannuch	Subject Matter Expert (SME)	1, 2, 4, 10	10+ years experience in internal contracts, anti-fraud, federal program monitoring
Daniel Sardine	Action Plan Specialist	6, 7	8 years disaster management, CDBG DR Action Plan development and project management
Angela Lawson	Action Plan Specialist	1, 3, 6, 8, 12, 13, 14	CDBG DR expert, 15 years policy & mitigation
Aileen Aponte	URA/TSA Support	13	7 years federally funded programs, bilingual, stakeholder engagement
Solange Cordero	URA/TSA Support	13	Experience in home inspections, reporting, bilingual
Hannah Crane	Compliance Specialist	5, 6	Experienced CDBG DR policy analyst
Jane Clark	Compliance Specialist	1, 15	20 years grants and compliance; tribal government
Peter Cavadini	Compliance Specialist	5, 8	14 years disaster management, housing recovery
Stafanesha Rogers-Young	Compliance Specialist	1, 4, 8	10+ years in CDBG and DR, construction and URA
Angelo Lassey	Project Monitor	3, 5	10+ years project management, eligibility, CDBG DR programs
Delilah Ruiz Manzano	Project Monitor	8, 12, 15	20 years of disaster experience, CDBG DR, bilingual
Drew Blanchard	Project Monitor	1, 4, 5, 8, 10, 12, 15	10+ years project management on large state programs
Tate Jones	Claims Specialist	5, 12	Experienced large scale program specialist, engagement, training
LeKeesha Dixon	Claims Specialist	3, 5	17 years' experience, disaster recovery, compliance



Resumes

Jennifer Butler — Partner

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Jennifer Butler is a Partner in the firm and the Practice Group Leader for our Government Sector Services. With over 20 years of experience in executive leadership roles, Jennifer has significant experience in grants management, managing donor funds, managing federal programs, supporting recovery from disasters, and starting non-profits to operationalize and become stable and self-sustaining.

Jennifer excels in federal and philanthropic grant administration, contract compliance, federal regulations, grant writing, grantee and subrecipient monitoring, and financial management. Her leadership in administering donor advised funds and federal funds spans various programs including large-scale federal funding sources such as the Inflation Reduction Act and the Infrastructure Investment and Jobs Act. Additionally, she has deep experience with disaster recovery programs, including FEMA, RESTORE Act, CARES Act, American Rescue Plan Act, Homeland Security funding, and HUD CDBG grants. She has led non-profit start-up activities, managing operations and technology implementation, resource planning, federal indirect cost negotiations and managed being both a recipient of federal funds as well as running grant-making programs for grantees and subrecipients.

Prior to joining the firm, Jennifer was a Director at Postlethwaite & Netterville (P&N), a leading full-service accounting and business advisory firm.

Specialties

- Federal Grants & Compliance
- Grant Writing
- Disaster Management
- Large-Scale Program Management
- Subrecipient Monitoring

Credentials/Education

- Oklahoma City University: BS, History
- University of Connecticut: MS, Homeland Security
- Master's Certificate in Federal Grant Management
- Associate Certificate in Federal Contracting

Affiliations

- International Association of Emergency Managers
- Louisiana Emergency Preparedness Association
- National Grant Management Association



Ann Hilzim, PMP — Partner

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Ann Hilzim is a Partner in the EisnerAmper Advisory Services Department as part of the Strategy & Transformation Services Group. Ann leads and directly manages the Change Management and Project Management teams consisting of 30+ team members of varying levels within the organization

to lead and support a portfolio of projects in collaboration with teams across the Advisory practice. She joined the firm in 2012.

Ann has extensive experience in project management, change management, training, and communications, including developing project and communication strategies around change and developing and delivering training for large programs of 300 to 800+ team members. She has managed the external communications between team members and program applicants for large programs. Ann has also created processes and procedures to ensure compliance with settlement agreement, grant management regulations, and State and Federal policies, including for several state CDBG DR programs

Ann has more than 15 years of professional experience and establishes best practices and high-quality standards for the strategic communications, process and procedure development, training, process improvement, and project management functions delivered by the Change Management and Project Management Teams for large programs and organizations.

Specialties

- Project Management
- Change Management
- Organizational Transformation
- Portfolio Management
- Strategic Planning

Credentials/Education

- Prosci Change Practitioner
- Project Management Professional (PMP)
- Louisiana State University: BS, Finance

Affiliations

- Project Management Institute (PMI)
- Association of Change Management Professionals (ACMP)
- YPO Louisiana



Laura Katz, JD — Senior Manager

(P) 484.358.1941 | Laura.Katz@EisnerAmper.com



Laura Katz is a Senior Manager in EisnerAmper's Government Services practice, where she leads the firm's Disaster Recovery and Emergency Management team. She brings more than 15 years of public- and private-sector experience in housing, land use, and disaster recovery, with deep expertise in managing large-scale federal grant programs. Laura specializes in HUD Community Development Block Grant Disaster Recovery (CDBG-DR), Mitigation (CDBG-MIT), and National Disaster Resilience (CDBG-NDR) funding, as well as American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Funds (SLRRF). Her work spans program design, eligibility analysis, policy development, compliance monitoring, and audit preparation for multibillion-dollar recovery efforts.

Prior to joining EisnerAmper in 2024, Laura served as the Policy Director for New York State's Office of Resilient Homes and Communities, where she led policy creation and implementation across housing, infrastructure, and economic recovery programs funded by \$4.6 billion in CDBG-DR grants. She played a pivotal role in the design and execution of Hurricane Ida recovery efforts, including the development of Action and Implementation Plans and public outreach strategies. She also supported high-profile federal initiatives such as Rebuild by Design and the National Disaster Resilience Competition.

At EisnerAmper, Laura continues to support the Office of Resilient Homes and Communities as a Project Advisor, providing CDBG-DR program management support, policy and procedure development, and technical assistance to the state and its subrecipients. She also serves as the Project Manager for Wilson County, NC, overseeing compliance with ARPA requirements, monitoring of subrecipients and contractor management, and has served as the Project Manager for the North Carolina Association of County Commissioners, where she oversaw the development and delivery of Grants Management training modules highlighting best practices related to ARPA SLRRF, subrecipient management, procurement, grant reporting, and closeout processes.

Specialties

- Disaster Recovery & Emergency Management
- Federal Grant Compliance (CDBG-DR, CDBG-NDR, CDBG-MIT, ARPA)
- Policy Development & Program Design
- HUD Audit Preparation
- Subrecipient Monitoring & Risk Assessment

Credentials/Education

- California Western School of Law, San Diego, CA J.D.
- Syracuse University, Syracuse, NY B.A. Magazine Journalism and Political Science



Katherine Nesser, CSM, MBTI Certified Practitioner, CEI Practitioner — Director

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Katherine Nesser is a Director in the firm. With nearly 20 years of experience, Katherine is a project manager with a proven track record of leading cross-functional teams to deliver projects on time, within scope, and budget. She is

adept at developing comprehensive project plans, defining clear deliverables, and managing resources effectively to achieve organizational objectives.

Katherine's skills include managing stakeholder communication, evaluating risk assessments, and focusing on problem resolution while ensuring alignment with client needs and project goals. Her expertise includes process improvement, budget management, and implementing agile methodologies to optimize project outcomes.

Katherine is known for fostering collaboration, maintaining a high level of organization, and driving results in fast-paced environments. In her most recent experiences, Katherine served as a Project Manager for a nationally recognized federally funded grant program for disaster management and as a Project Manager for the largest class action settlement for water contamination in US history. She has designed communication materials to synergize with pre-existing communications strategies and delivered accurate and clear key messages to target audiences. She built a training program for various processes and procedures and delivered customized training to specific audiences. Katherine also served as valuable resource for testing system updates and identifying system process flows in compliance with program-mandated policies and procedures. Her recommendations and feedback verified that accurate and up-to-date information was sent directly to the grant program's affected applicants to clearly explain next steps in the claims process.

As a leader in Change Management, Katherine drives organizational transformation by developing and executing change strategies—including stakeholder analysis, communication planning, and training programs—that deliver measurable results and ensure seamless adoption of new processes, systems, and technologies

Specialties

- Change Management
- Leadership Development
- Employee Experience
- Change Control
- Project Management
- Communications and Training

Credentials / Education

- Prosci Change Practitioner
- Myers-Briggs Type Indicator® Certified Practitioner
- Certified Emotional Intelligence (EQ) Practitioner
- Certified Scrum Master (CSM)
- Workplace Effectiveness Professional
- Certificate of Achievement, Introduction to FEMA Individual Assistance (IA), Emergency Management Institute
- Louisiana State University, Baton Rouge, LA: MBA; BA, Mass Communications



Angie Brown — Senior Manager

(P) 225.802.1647 | Angelee.Brown@EisnerAmper.com



Angie Brown is a Senior Manager in the firm. With more than 20 years of experience, Angie specializes in grant management including compliance, fiscal management, program management, and federal regulations.

Angie has extensive knowledge of the full grants management lifecycle, pre-award to closeout. She is proficient in grant writing and administration, managing federal grant programs, project management, strategic planning, contract compliance, federal regulations, Uniform Guidance, budgeting, and financial management. She is experienced in leading large-scale disaster recovery programs involving the procurement and administration of federal funds such as CARES Act and American Rescue Plan Act.

Angie is a problem solver with strong leadership, time management and communication skills. She is a strategic leader with a proven track record of developing and executing organization initiatives, policies, and procedures.

Specialties

- Grants Management

Credentials/Education

- Louisiana State University: BMus, Music, Phi Sigma Pi
- Grand Canyon University: MBA, Business, Cum Laude
- Lean Six Sigma Certification

Affiliations

- National Grants Management Association



LeAnn Ragusa, PMP, CSM, CSPO — Senior Manager

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LeAnn Ragusa is a Senior Manager with the firm's Strategy and Transformation Services Advisory Group. LeAnn is a seasoned change management consultant with nearly a decade of experience guiding organizations through complex transformations. She is a skilled policy manager who specializes in designing policy environments that incorporate robust governance controls, ensuring the success of projects and large-scale programs, including on CDBG-DR programs for states.

LeAnn's expertise extends across multiple industries, where she has played a pivotal role in managing strategic initiatives and overseeing high-impact change efforts. Her ability to create structured frameworks and drive organizational adaptation makes her a valuable resource in project and change management. She leverages this experience to deliver tailored solutions, ensuring seamless transitions and sustainable improvements for her clients. With a strong foundation in governance, process change support, and process optimization, LeAnn is dedicated to helping organizations navigate change with confidence and precision.

Before joining the firm, LeAnn was an Associate Director with Postlethwaite & Netterville's Consulting Group, where she honed her ability to execute large-scale consulting engagements and streamline operational efficiencies.

Specialties

- Change Management
- Project Management
- Change Control
- Business Process Design
- Policy and Governance

Credentials/Education

- Certified Scrum Product Owner (CSPO)
- Certified ScrumMaster (CSM)
- Project Management Professional (PMP)
- Baton Rouge Community College: AA, Liberal Arts, On the President's list, Phi Theta Kappa Academic

Affiliations

- Better Business Bureau
- Boys and Girls Club of Metro Louisiana



Nicole Mattier — Manager

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Recently brought on as an Advisory Manager in Change Management, Nicole Mattier leverages change management methodology to drive organizational change and adoption. With over 15 years of experience, she is skilled in collaborating with executive sponsors and project managers and fostering relationships across teams to align project scope and objectives, and conducting stakeholder analysis, impact assessments, and readiness evaluations to craft effective change strategies. She also manages the development of communication strategies to deliver tailored messaging to diverse audiences. Nicole is passionate about empowering organizations through training and supporting other change management initiatives to achieve lasting impact. This is evident in her proven track record in change management, strategic planning, and project governance. Formerly serving as a Technical and Functional Project Manager at Google, Nicole led multiple teams to manage six global projects, enhance design maturity, and streamline operations. This included a collaborative tool launch that resulted in efficient data collection and a remarkable 25% reduction in construction project management time. Additionally, as a Project Management Office Governance Consultant at Google, Nicole played a pivotal role in establishing PMO frameworks, standardizing security protocols across the globe, and developing strategies that propelled project progress in record time. Prior to this experience, Nicole held leadership roles at Cenlar FSB, where she spearheaded the development of an enterprise-wide Operational Change Management model and trained teams to achieve significant business process improvements. Her contributions extended to regulatory policy integration, risk analysis, and the creation of sustainable solutions that aligned with compliance standards. Furthermore, with a decade of experience at Wells Fargo in business support and process analysis, Nicole established robust compliance review mechanisms, risk mitigation strategies, and performance tracking processes for high-value projects, all while boosting team efficiency and regulatory adherence.

Specialties

- Change Management
- Policy & Procedure Design
- Operational Training
- Strategic Planning
- Project Governance
- Risk Management
- Agile Framework
- Traditional Project Management Methodology

Credentials / Education

- Strayer University: Master of Business Administration
- Albany State University: BS, Business Management

Affiliations

- Member, Association of Change Management Professionals



Jennifer Kurien — Director

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Jennifer is a management consultant with over 14 years of telecommunications experience managing cycle and performance adherence for grants totaling \$400M+ from the NTIA, US Treasury, USDA, DOD, FEMA, and industry experience in broadband grants. She also has experience in operationalizing state broadband offices, strategic implementation, and running projects end-to-end, from requirements gathering to final delivery, audits, and success tracking. She is an expert at coordinating remote projects across geographies, including initiatives spanning more than 60 organizations simultaneously.

Specialties

- Broadband Grant Administration
- Program Management
- Strategic Implementation
- Organizational Optimization

Credentials / Education

- M.B.A., Healthcare Management, University of Texas, Tyler, TX
- M.D., Windsor University School of Medicine



Courtney Pingel — Senior Project Manager

(P) 888.282.1626 | courtney.pingel@tidalbasingroup.com



Courtney is an experienced senior project manager with over a decade of experience in disaster recovery, energy efficiency, sustainability, and resiliency. Ms. Pingel is adept at building and managing teams that achieve program goals. She has successfully led grant reimbursement programs, including New

York City's CDBG-DR Build It Back program which paid over 8,000 applications valued at \$150 million, and the Massachusetts's Homeowner Assistance Fund Program which paid approximately 5,500 applications valued at over \$126 million. With expertise in large-scale housing, infrastructure and planning projects, Courtney ensures compliance with complex regulations and demonstrates consistent leadership in program management and stakeholder coordination.

Specialties

- CDBG-DR Funding
- Project Start-Up and Implementation
- Reimbursement and Grant Award Programs
- Program Management
- Financial Management
- Data Reporting
- Power BI Dashboard Reporting
- Sustainability and Resilience Technical Skills

Credentials/Education

- Certified Energy Manager, 2018
- Project Management Professional Training, 2015
- B.S., Environmental Geosciences, Michigan State University



Kristin Bourque, CRMA, CIA — Senior Manager

(P) 225.408.4405 | Kristin.Bourque@EisnerAmper.com



Kristin Bourque is a Senior Manager in the firm's Risk and Compliance Services (RCS) Group and has over 15 years of experience. Kristin primarily focuses on internal audit, internal controls, risk, and compliance services. She serves clients in various industries, including governmental, higher education, and healthcare.

Kristin has extensive experience in conducting audits of business processes and controls and developing and conducting assessments to mitigate risk. She possesses a vast knowledge of internal audit procedures and internal controls. She also has experience in fraud prevention, monitoring, and data analytics. Additionally, Kristin has experience in disaster recovery management with a focus on regulatory compliance.

Prior to joining the firm, Kristin was an Associate Director at Postlethwaite & Netterville (P&N), a leading full-service accounting and business advisory firm.

Specialties

- Internal Audit
- Risk Mitigation
- Disaster Recovery Management
- Fraud Prevention & Monitoring
- Data Analytics
- Internal Controls
- Business Risk Evaluation
- Project Management

Credentials/Education

- Certified in Risk Management Assurance (CRMA)
- Certified Internal Auditor (CIA) Louisiana State University: BS, Accounting (Internal Audit Focus)

Affiliations

- Institute of Internal Auditors (IIA)



Dana Daigle, Partner

225.408.4494 | Dana.Daigle@EisnerAmper.com



Dana Daigle is a Partner in the firm's Advisory Services Group. She is a founder and leader of the firm's Financial Management and Disbursements practice group. She brings nearly 15 years of expertise in the fields of financial management and disbursements, disaster

management, forensic accounting, bill pay services, compliance, litigation support, and financial administration.

Dana has led the financial management and disbursement functions and teams of up to fifty members, resulting in over \$4 billion in payments for clients across the country. She is a proven leader through effective management of numerous programs, settlement funds, and private clients, including federal, state, and local government programs funded by COVID-19 relief and HUD-CDBG funds. Throughout each engagement, she has assisted with developing and implementing pertinent financial processes while managing teams to fulfill contracted responsibilities and generate quality work products. She focuses on risk mitigation, transparent & compliant reporting, and data reconciliation.

Dana has an aptitude for analytical and creative thinking and uses effective communication and organization to achieve a quality work product and successful client service.

Specialties

- Financial Management & Disbursements
- Accounting & Finance
- Bill-pay, Accounts Payable, & Treasury Management
- Large-scale Program Management
- Disaster Management & Recovery
- Litigation Support & Financial Administration
- Compliance
- Quality Assurance & Quality Controls
- Risk Mitigation
- Reconciliation & Reporting
- Forensic Accounting
- SLED Internal Audits
- Consulting
- Governmental
- Healthcare
- Education
- Non-Profit

Credentials / Education

- Certified Public Accountant (CPA)
- Certified Fraud Examiner (CFE)
- Louisiana State University: BS, Accountancy; MS, Accountancy
- Certified Internal Auditor (CIA)
- Association of Certified Fraud Examiners (ACFE)



Louise Gannuch, Partner

225.408.4494 | Louise.Gannuch@EisnerAmper.com



Louise Gannuch is a Partner in the firm's Risk and Compliance Services (RCS) Group. With over 15 years of experience in the industry, Louise primarily focuses on internal audit, internal controls, risk, compliance, and anti-fraud, waste, and abuse services. She serves clients in a variety of

industries including governmental, education, non-profit, and disaster recovery management.

Louise has extensive experience in supervising internal audits of controls and business processes, performing assessments to mitigate risk, overseeing the execution of internal audit plans, and communicating results to audit committees and senior management.

Additionally, Louise is adept at developing and recommending improvements of anti-fraud, waste, and abuse processes within large scale programs and mid-size organizations. She has conducted and provided oversight of investigations and provides added value to clients through services related to fraud detection, prevention, and monitoring using data analytics.

Furthermore, Louise is a seasoned speaker and regularly addresses diverse fraud-related subjects.

Prior to joining the firm, Louise was a Director at Postlethwaite & Netterville (P&N), a leading full-service accounting and business advisory firm.

Specialties

- SLED Internal Audits
- Consulting
- Governmental
- Healthcare
- Education
- Non-Profit

Credentials / Education

- Certified Internal Auditor (CIA)
- Association of Certified Fraud Examiners (ACFE)
- Certified in Risk Management Assurance (CRMA)
- Louisiana State University: BS, Finance (Internal Audit)

Affiliations

- Institute of Internal Auditors (IIA)
- Association of Certified Fraud



Daniel Sardine — Program Manager

(P) 888.282.1626 | DANIEL.SARDINE@TIDALBASINGROUP.COM



Daniel has served in various disaster management roles in the last 8 years, including project management, reporting management, operations management, broadband funding SME, field inspector, and financial analyst. He quickly grew in his role at Tidal Basin, and most recently, he ran a non-congregate sheltering program that sheltered 128 survivors. He also recently helped lead the development of the CDBG-DR Action Plan for the state of Georgia. He has designed and developed guidance documents, policies, procedures, and tools to aid program efficiencies. The efficiencies he created with these policies and tools increased production on two projects he worked on by more than 40%. His understanding of program management and knowledge of various toolsets enabled him to develop effective production trackers, workflows, priority trackers, and checklists, which reduced errors and increased production. Daniel also understands change management and how to implement process changes to minimize risk to productivity and deliverables for the programs he has supported.

Specialties

- Project Management
- Operations/Construction Management
- Reporting Management
- Case Management
- Eligibility Specialist
- Financial Analyst
- Quality Assurance / Quality Control
- Schedule Management
- Field Inspections
- Data Analysis
- Policy, Procedure, Guidance and Tool Development

Credentials / Education

- A.A., Palm Beach State College



Angela Lawson — Director

(P) 888.282.1626 | ANGELA.LAWSON@TIDALBASINGROUP.COM



Angela has over 15 years of experience in resiliency planning, policy, regulatory compliance, and long-term post-disaster rebuilding. Her experience

includes working with local and state governments to design and implement resiliency-based initiatives, programs, and policies in housing, infrastructure, and public services. She has extensive experience in policy analysis and developing strategic policy and procedural recommendations. Her expertise lies in designing compliant programs and procedures, drafting reports and standard operating procedures, and training staff. Angela has worked on disaster recovery programs in Louisiana, Texas, New York, and Puerto Rico, providing regulatory assessments, policy/program design, grant management, and compliance services.

Specialties

- CDBG-DR Subject Matter Expert
- Program Management
- Policy, Guideline, and Procedure Development
- Community Outreach
- Resiliency Risk and Needs Assessments
- Mitigation Options for Reducing Disaster Risks
- Regulatory Compliance and Monitoring
- Training

Credentials / Education

- M.A., Communication, University of Illinois
- B.A., Political Science, University of Florida



Aileen Aponte — Associate Project Manager

(P) 888.282.1626 | AILEEN.APONTE@TIDALBASINGROUP.COM



Aileen is an experienced program management professional with over seven years of leadership in federally funded initiatives, particularly within complex, highly regulated environments. She brings a strong track record of success in designing and implementing strategic program frameworks, leading cross-functional teams, and driving operational excellence across large-scale disaster recovery and economic resilience programs with multimillion-dollar budgets.

Aileen is highly skilled in developing policies, ensuring audit readiness, and managing compliance requirements, all while fostering a high-performance, accountability-driven culture. Her expertise spans stakeholder engagement, resource optimization, and continuous improvement practices that deliver tangible results. She excels at aligning program goals with organizational strategy, mentoring diverse teams, and building scalable processes that enhance efficiency, reduce risk, and support sustainable growth. Known for her proactive approach and collaborative leadership style, Aileen consistently delivers programs that exceed client expectations and regulatory standards.

Specialties

- Project Management
- Bilingual: English & Spanish
- Canopy – Grant Management System
- Program Oversight & Coordination
- Regulatory Compliance
- Budget Management
- Process Optimization
- Risk Mitigation
- Stakeholder Engagement
- Quality Control & Assurance
- Reporting & Analysis
- Housing, Infrastructure & Economic Development Grant Management

Credentials / Education

- Masters Degree, Project Management, Universidad Ana G. Méndez, Carolina, PR, expected 12/2025
- B.B.A., Accounting, Universidad Ana G. Méndez, Carolina, PR

Affiliations

- Project Management Institute



Solange Cordero — Outreach Engagement Specialist/Deputy Project Manager/Inspections

(P) 888.282.1626 | SOLANGE.CORDERO@TIDALBASINGROUP.COM



Solange has in-depth experience in both CDBG-DR and STEP programs, with over eight years of experience with recovery efforts for hurricanes Irma and Maria across the island of Puerto Rico. Her experience includes team management for field and office-based operations, performing field inspections, overseeing QA/QC functions, and engaging in applicant outreach to help move disaster-impacted applicants through the recovery pipeline. She has extensive knowledge of inspections and QA/QC processes and is experienced in performing outreach to and interacting with applicants in the field. Solange works seamlessly with applicants, internal staff, external partners, and Tidal Basin clients to best assist applicants in the communities she serves.

Specialties

- Xactimate
- Home Inspections & Reporting
- Cross-Functional Team Coordination
- QA/QC Standards
- Documentation Auditing
- Strategic Planning
- Bilingual (English/ Spanish)
- ACE4; DLAN; Campo Data

Credentials / Education

- B.A., Marketing, Caribbean University of Puerto Rico, Bayamón, PR, 2017
- Communications, Sacred Heart University, Stamford, CT, 2010



Hannah Crane — Senior Consultant

(P) 646.289.4430 | Hannah.Crane@EisnerAmper.com



Hannah Crane is a Senior Consultant in the Government Services Sector. She supports disaster management and recovery programs as well as other federally funded large state-run programs.

Prior to joining Eisner Amper in 2024, she served as a Policy Analyst at New York State's Office of Resilient Homes and Communities (RHC). Hannah possesses HUD CDBG-DR experience, including eligibility, compliance, HUD audit preparation, program design, and Federal regulations. At RHC, Hannah helped to implement, administer, and closeout large-scale disaster recovery programs by providing guidance on federal and HUD requirements to ensure programs were compliant. Hannah also has experience in researching and analyzing federal climate change mitigation and adaptation legislation while working as a member of the Climate Adaptation Initiative Committee at the Federal Emergency Management Agency.

Specialties

- Disaster Recovery
- CDBG-DR & CDBG-NDR Management & Compliance
- Climate Change Mitigation and Adaptation
- Federal Climate Funding

Credentials/Education

- New York University, New York, NY, M.S. Public Policy
- University of California, Berkeley, Berkeley, CA B.A. Political Science, B.S. Environmental Policy, and Management



Jane Clark — Senior Manager

(P) 704.221.8844 | Jane.Clark@EisnerAmper.com



Jane Clark is a Senior Manager with the Firm. With nearly 20 years of experience, Jane specializes in grant management at the tribal, state, and nonprofit levels where she has overseen programs funded by federal, state, county, city, and foundation grants.

She has supported both new and established programs and organizations with compliance, program management, fiscal management, and federal regulations.

Due to her leadership roles in the nonprofit industry Jane has extensive knowledge of the full grants management lifecycle, pre-award to closeout. She is proficient in grant writing and administration, managing federal grant programs, strategic planning, project management, contract compliance, federal regulations, and training & technical assistance to new nonprofits entering the federal funding arena. She is experienced in leading public and behavioral health programs at the local, State, and Tribal Government levels involving the procurement and administration of federal funds for programs such as Rural Community Response, Tribal Behavioral Health ("Native Connections"), and American Rescue Plan Act.

Jane is a problem solver with strong leadership, strategic planning, and communication skills. She is an innovative leader with a proven track record of developing and executing organization initiatives in the development of structure and staffing, systems, processes, and training & support related to successful implementation of grant-funded programs.

Specialties

- Grant Management
- Nonprofit Development
- Tribal Program Development

Credentials/Education

- University of Oklahoma:
- BA Letters
- University of Oklahoma:
- MPA
- Certified Experienced Trainer, University of Oklahoma in association with American Society for Training & Development

Affiliations

- National Grants Management Association



Peter Cavadini, MNA — Engagement Manager

(P) 888.282.1626 | peter.cavadini@tidalbasingroup.com



Peter is a disaster recovery expert specializing in housing, program management, and long-term recovery with 14 years of experience in disaster preparedness, response, and recovery work across the U.S. and internationally. He is a creative problem solver who is resilient in fast-paced and unstable environments. In 2021, Peter joined Tidal Basin after ten years in the non-profit sector to serve as the program manager for the Massachusetts Homeowner Assistance Fund program. He was later promoted to serve as the business unit's senior director of operations, managing and directing a portfolio of 10 programs representing \$87M in revenue and \$218M in beneficiary disbursements. In 2024, Peter began serving as the housing lead and was responsible for oversight of all housing-based programming. He now serves as Tidal Basin's engagement manager, overseeing countless projects and lending his expertise to improve processes and maintain compliance.

Specialties

- Disaster Rebuild and Recovery
- Disaster Response
- Program Management
- Nonprofit Administration and Coordination
- Disaster Case Management
- Contract Management
- Subcontractor Management
- Budgeting and Projections
- Production Management
- Organizational Governance
- Project Financials

Credentials/Education

- Masters, Nonprofit Administration, University of Notre Dame
- B.A., Anthropology, University of Notre Dame



Stafanesha Rogers-Young — Project Manager

(P) 888.282.1626 | stafanesha.rogers@tidalbasingroup.com



Stafanesha is a highly skilled Technical Program Manager with over a decade of specialized experience in CDBG and CDBG-DR programs. She seamlessly blends expertise in federal grant management, program supervision, and project oversight. Her proficiency extends to navigating intricate federal regulations, encompassing the nuances of 2 CFR 200 and 24 CFR 570, ensuring meticulous compliance in federal award management. With a solid disaster recovery and crisis management foundation, Stafanesha's subject matter expertise lies in HUD's CDBG program and Uniform Guidance.

Specialties

- Disaster Recovery
- Crisis Management
- Strategic Planning
- Program Management
- Project Management
- Construction Management
- 24 CFR 570
- 2 CFR 200
- Uniform Relocation Act

Credentials/Education

- Florida Real Estate Broker
- Project Management Professional
- B.S., Economics, Florida A&M University, 2014

Affiliations

- National Association of Realtors (NAR)
- Project Management Institute (PMI)



Angelo Lassey, PMP, CSM — Advisory Manager

(P) 713.244.7027 | Angelo.Lassey@EisnerAmper.com



Angelo Lassey, PMP, is a Manager at EisnerAmper. Angelo's experience spans an array of management consulting services that include project management, risk management and start-up office processes and procedures. He spent five years in the role of effectively leading teams to evaluate, and process claims in

accordance with an unprecedented highly complex class action settlement agreement. His areas of focus included financial analysis, lost profit computation, process design and implementation, policy implementation, qualitative communication, change management, training as well as quality assurance.

Angelo brings to the team over seven years of disaster relief experience in managing federal and state funded programs and supporting community resilience initiatives. Angelo has proven to be very proficient in HUD CDBG-DR, and FEMA Public Assistance programs. He has demonstrated excellence at managing large scale recovery programs to restore infrastructure and economic losses, stakeholder engagement, program compliance, and fostering collaborative partnerships with government agencies and local governments. Angelo is also adept with the use of innovative tools and technologies to assist clients, and the team attain successful outcomes.

Angelo has valuable experience in various aspects of internal audit peer reviews. He has assisted with developing scope, evaluating internal control systems, analyzing relevant documentation, and conducting all the necessary tests to determine and report on the degree of compliance with internal auditing standards and regulations.

Angelo has conducted engagement reviews and system reviews for the auditor's office within local governmental entities. He is also well versed in the Texas Local Government Codes and Statutes that are applicable to the internal audit functions for counties and municipalities in the state of Texas.

Specialties

- Financial Management
- Requisition, Disbursement, Reconciliation, and Reporting of Funds
- Cost Reimbursement Eligibility
- HUD Community Development Block Grant Disaster Recovery (CDBG-DR) Programs
- FEMA Public Assistance
- Consolidated Appropriations Act, 2021, Emergency Rental Assistance Bill Programs
- COVID-19 Pandemic
- Louisiana Floods of 2016
- Deepwater Horizon Oil Spill

Credentials/Education

- Master of Business Administration, Finance, University of Maryland
- Project Management Professional (PMP)
- Certified ScrumMaster (CSM)



Delilah Ruiz Manzano — Director

(P) 888.282.1626 | DELILAH.RUIZ@TIDALBASINGROUP.COM



Delilah draws on her over 20 years of experience in disaster recovery program management and combined federal grant management. She has a strong background in community, infrastructure, and economic development and has been active in strategic planning efforts at each level of government across Puerto Rico. She has extensive experience using federal funds to plan, develop, and execute programs and projects on behalf of local and state governments. She has CDBG-DR and FEMA Public Assistance (PA) experience managing a portfolio of recovery projects with the Municipality of Manati following hurricanes Irma and Maria. These projects were leveraged for community reconstruction, focusing on infrastructure and transportation. In this senior role, Delilah was responsible for ensuring all projects adhered to CDBG-DR and FEMA guidelines. This included the management of and coordination with compliance and monitoring, grants and policy management, and finance teams.

Specialties

- Community Development Block Grants
- Project Management
- Business and Operations Management
- Grant Management
- Housing Choice Voucher Programs
- Federal Transit Administration
- National Emergency Grants
- Workforce Investment Opportunity Act
- Justice Grants
- IT Management
- Public Policy Formulation
- Leadership and Team Builder
- Spanish and English Proficiency and Intermediate Conversational French Credentials / Education
- Project Management Professional, Polytechnica University, 2014
- Program Development
- Performance Management
- Labor Standards
- Strategic Planning
- ISO 9001 / 13485
- B.B.A., Marketing Research,



Drew Blanchard — Senior Manager

(P) 225.408.4490 | Drew.Blanchard@EisnerAmper.com



Drew Blanchard is an Associate Director in the firm and has more than 25 years of experience. Drew's expertise spans a range of consulting disciplines, concentrating on the area of business process review and control, process reengineering and automation, and technology used to solve complex problems efficiently.

Drew has worked with a variety of clients in many industries, including healthcare, governmental agencies, financial institutions, public and private corporations, institutions of higher education, and student financial aid services. Additionally, Drew has worked in project management leadership capacities for many state-level, large, grant programs. He has experience in managing projects through all phases of the project life-cycle, with an intense focus on bringing projects to completion successfully.

Prior to joining the firm, Drew was an Associate Director at Postlethwaite & Netterville (P&N), a leading full-service accounting and business advisory firm. Before P&N, he worked as an Internal Auditor for a publicly traded health care insurance company in Virginia Beach, Virginia.

Drew brought valuable expertise and leadership to the Project Management Institute - Baton Rouge Chapter, serving in two pivotal roles. He served as the Vice President of Communications from January 2012 to December 2015. Since January 2016, Drew has been President, guiding the chapter with dedication and ensuring its continued growth

Specialties

- Project Management
- Process Reengineering
- Business Processes

Credentials/Education

- Certified Internal Auditor (CIA)
- Louisiana State University: BS, Business; BS, Kinesiology; PgDip, Internal Audit

Affiliations

- Project Management Institute - Baton Rouge Chapter: President



Tate Jones — Senior Consultant

(P) 225.922.4600 | Tate.Jones@EisnerAmper.com



Tate Jones, CSM, is a Senior Consultant within the Strategy & Transformation Services group for EisnerAmper Advisory. She joined the firm in 2021. Tate's greatest strengths include her attention to detail as well as the ability to gain the support and trust of clients and colleagues alike. Since joining the firm, she has consistently

aligned her efforts with the Firm's standards and ensures this same participation from her colleagues by providing them with continued guidance. Her ability to manage a diverse set of challenges allows her to provide immediate value in a variety of projects and cross-functional teams.

Most recently, Tate served as Scrum Master on a large healthcare data warehousing project which uses both SAFe Agile and dimensional modeling principles. As a Scrum Master across multiple teams, she was responsible for coaching team members in agile principles and processes within the scrum framework, facilitating the team's ceremonies and meetings, and communicating work status and impediments effectively to key stakeholders throughout the program. Tate worked directly with the project's Product Owners, as well as business analysts, QA resources, and technical software developers to prepare and deliver program-specific software functionality in two-week increments. Tate also collaborated with the team to showcase the completed work at the end of each two-week increment in the form of technical demos for program leadership and business stakeholders. Lastly, Tate was responsible for working with the teams on refinement of the Product Backlog and prioritization based on intended business value, shifting business needs, and team capacity.

Specialties

- Agile Lifecycles
- Project Management
- Change Management

Credentials/Education

- Bachelor of Science, 2018, Johnson & Wales University, Providence, RI
- Maintains a minimum of 40 hours of continuing professional education annually in areas relevant to her areas of practice
- Certified Scrum Master (CSM)
- FEMA Introduction to Individual Assistance (IA) (DF-103), FEMA Public Assistance (IS-1000), and FEMA National Disaster Recovery Framework (NDRF) Overview (IS-2900.A)
- Uniformed Guidance 101 and 102
- Code of Ethics for Public Servants

Affiliations

- Member of the Association of Change Management Professionals
- Member of the Scrum Alliance



LeKeesha Dixon — Manager

(P) 225.408.4367 | LeKeesha.Dixon@EisnerAmper.com



LeKeesha Dixon is a Manager at EisnerAmper. She has over seventeen years of experience in emergency and disaster management, working with FEMA Public Assistance and Hazard Mitigation Programs, Homeland Security Non-Disaster Grants, and CDBG-DR grant funding.

She has substantial experience working with FEMA grant programs, providing compliance oversight for 1200+ subrecipients and more than \$186B over all FEMA grant programs in the State of Louisiana as a compliance supervisor, FEMA Public Assistance closeout team lead for multiple healthcare providers for the COVID-19 pandemic, and a Senior Fiscal Specialist for FEMA non-discretionary grant programs for CDBG-DR for the City of Baton Rouge.

LeKeesha has an extensive background in grants compliance. She has provided oversight for multiple grant funding sources and prepared recipients and subrecipients for closeout. LeKeesha understands the role compliance plays in the grants management process, and how important compliance is to retaining grant dollars, future grant eligibility, and how it reduces the risk of grant funds being clawed back at closeout.

Specialties

- Disaster Recovery
- FEMA Closeout
- Grant Management
- Compliance & Monitoring
- Procurement & Contracts
- Program Management
- Program Implementation
- Business Process Strategy & Oversight
- Operations
- Policy Analysis
- Stakeholder Engagement

Credentials/Education

- Louisiana Emergency Manager – Technical (LEM-T), 2024, Louisiana Emergency Preparedness Association
- Change Management Foundations Certificate
- ISO 9001 Internal Audit Team Participant, 2023
- Master's Degree, 2013, University of Phoenix; Business Administration w/ Concentration in Accountancy
- Bachelor of Science, 2010, University of Phoenix; Accounting

Affiliations

- Member, National Grants Management Association
- Member, Louisiana Emergency Preparedness Association
- Member, Project Management Institute
- Member, Delta Sigma Theta Sorority, Incorporated



Proven Experience

The following project examples highlight EisnerAmper's extensive experience supporting HUD-funded programs and disaster recovery initiatives nationwide. Each engagement demonstrates our ability to deliver compliant, timely, and scalable solutions across financial management, program administration, compliance, and case management. These examples reflect both the depth of our expertise in CDBG-DR, CDBG-MIT, HOME, and related programs, as well as our proven track record of partnering with state and local governments to meet urgent community recovery needs while maintaining strong fiscal controls and accountability.

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Example 2

Client Name:	Project Name
	Project A
	Project B
	Project C
	Project D
	Project E
	Project F
	Project G
	Project H
	Project I
	Project J
	Project K
	Project L
	Project M
	Project N
	Project O
	Project P
	Project Q
	Project R
	Project S
	Project T
	Project U
	Project V
	Project W
	Project X
	Project Y
	Project Z



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Example 3



EisnerAmper

Example 4



Example 5

Client Name:

I [REDACTED] and



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Tidal Basin

Example 6

Example 6





Tidal Basin

Example 7

Client Name:

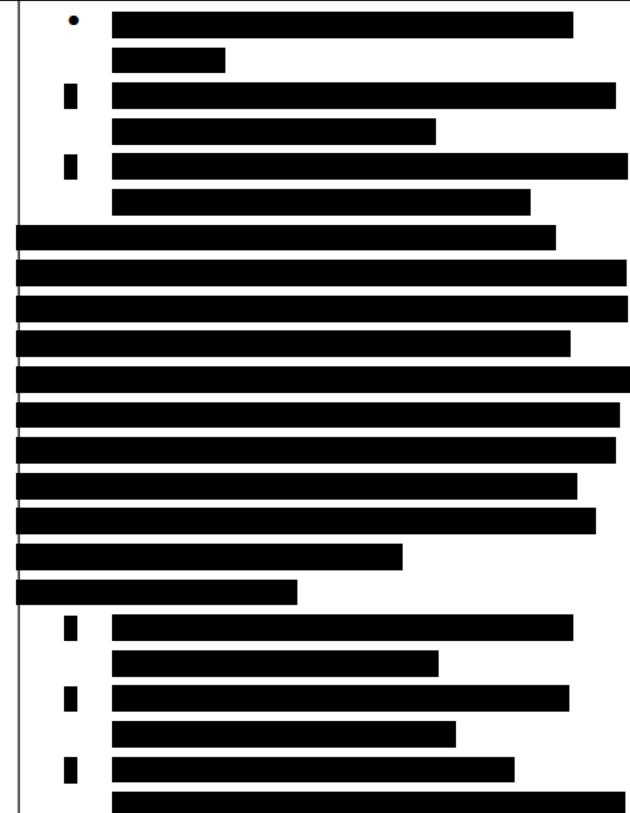
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Tidal Basin



Example 8





Attachment A: Task Order Categories / Pricing

Task Order Categories

Please see below for applicable Task Order categories. Please see the pricing spreadsheet for pricing information.

In accordance with Section 4.2 of the RFP and Addendum 1, our cost proposal provides hourly not-to-exceed rates by position and task order category as requested in Attachment A. These rates are inclusive of all salary, overhead, administrative fees, travel, and IT support costs.

Consistent with the amended Payment Structure in Section 4.3, we understand that task order awards will be issued on a not-to-exceed basis. At that time, the Division of Community Revitalization will establish the total ceiling amount for each task order, based on the scope of work, proposed staffing, and the hourly rates provided herein.

ATTACHMENT A: TASK ORDER CATEGORIES / PRICING

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 HOURLY RATE	YEAR 2 HOURLY RATE	YEAR 3 HOURLY RATE
TASK 1 – Development of Policies, Procedures, and Standard Operating Procedures (SOPs) <i>Vendor to Indicate All Position Title(s) HERE</i>			
TASK 2 – Financial Compliance, Oversight, and Fraud Prevention <i>Vendor to Indicate All Position Title(s) HERE</i>			
TASK 3 – Duplication of Benefits (DOB) Compliance <i>Vendor to Indicate All Position Title(s) HERE</i>			
TASK 4 – Procurement Compliance and Monitoring <i>Vendor to Indicate All Position Title(s) HERE</i>			
TASK 5 – Claims, Appeals, and Case Reviews <i>Vendor to Indicate All Position Title(s) HERE</i>			
TASK 6 – Action Plan Development and Amendments <i>Vendor to Indicate All Position Title(s) HERE</i>			
TASK 7 – Needs Assessments, Market Analysis, and Geospatial Support <i>Vendor to Indicate All Position Title(s) HERE</i>			
TASK 8 – Program Performance Monitoring and Evaluation <i>Vendor to Indicate All Position Title(s) HERE</i>			
TASK 9 – Civil Rights, Fair Housing, Labor Standards, and Historic Preservation <i>Vendor to Indicate All Position Title(s) HERE</i>			
TASK 10 – Audit Readiness and Monitoring Support <i>Vendor to Indicate All Position Title(s) HERE</i>			
TASK 11 – Technical and Engineering Support for Infrastructure and Housing Projects <i>Vendor to Indicate All Position Title(s) HERE</i>			

TASK ORDER CATEGORY	YEAR 1 HOURLY RATE	YEAR 2 HOURLY RATE	YEAR 3 HOURLY RATE
TASK 12 – Training, Technical Assistance, and Capacity Building			
<i>Vendor to Indicate All Position Title(s) HERE</i>			
TASK 13 – Relocation Program (URA/TRA) Development and Compliance Support			
<i>Vendor to Indicate All Position Title(s) HERE</i>			
TASK 14 – Communication, Public Information, and Outreach Support			
<i>Vendor to Indicate All Position Title(s) HERE</i>			
TASK 15 – Grant Management			
<i>Vendor to Indicate All Position Title(s) HERE</i>			
TASK 16 – Technical Systems Specification & Project Management			
<i>Vendor to Indicate All Position Title(s) HERE</i>			
TASK 17 – Environmental Review*	UNIT COST	UNIT COST	UNIT COST
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 Not Subject to §58.5			
Categorically Excluded Subject to §58.5			
Environmental Assessment			
Environmental Impact Statements			

*For Environmental Review provide a unit cost for each of the below levels of environmental review, as well as a unit cost for environmental review reevaluation.

- Exempt
- Categorically Excluded Not Subject to §58.5
- Categorically Excluded Subject to §58.5
- Environmental Assessment
- Environmental Impact Statements



Attachment B: North Carolina Instructions to Vendors

ATTACHMENT B: NORTH CAROLINA INSTRUCTIONS TO VENDORS**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

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

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

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:

N/A

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.:

N/A

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:

N/A



***Attachment E: Historically Underutilized Businesses
Information***

ATTACHMENT E: HISTORICALLY UNDERUTILIZED BUSINESSES INFORMATION

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



Attachment G: Disclosure of Lobbying Activities

Not applicable.



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Attachment H: Experience

ATTACHMENT H: EXPERIENCE

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

Example 8	
	<p>with actionable solutions to address immediate needs and establish a foundation for long-term mitigation success. Our contributions were instrumental in achieving the fastest approval for a state mitigation action plan in the country, highlighting West Virginia's leadership in disaster recovery and resilience planning.</p> <p>Project Key Highlights</p> <ul style="list-style-type: none">• West Virginia's CDBG-MIT Plan was the fastest-approved in the U.S.• Delivered needs assessments, program design, and compliance tools• Created guidelines, checklists, and applications for long-term program success

Appendix B: Insurance Requirements



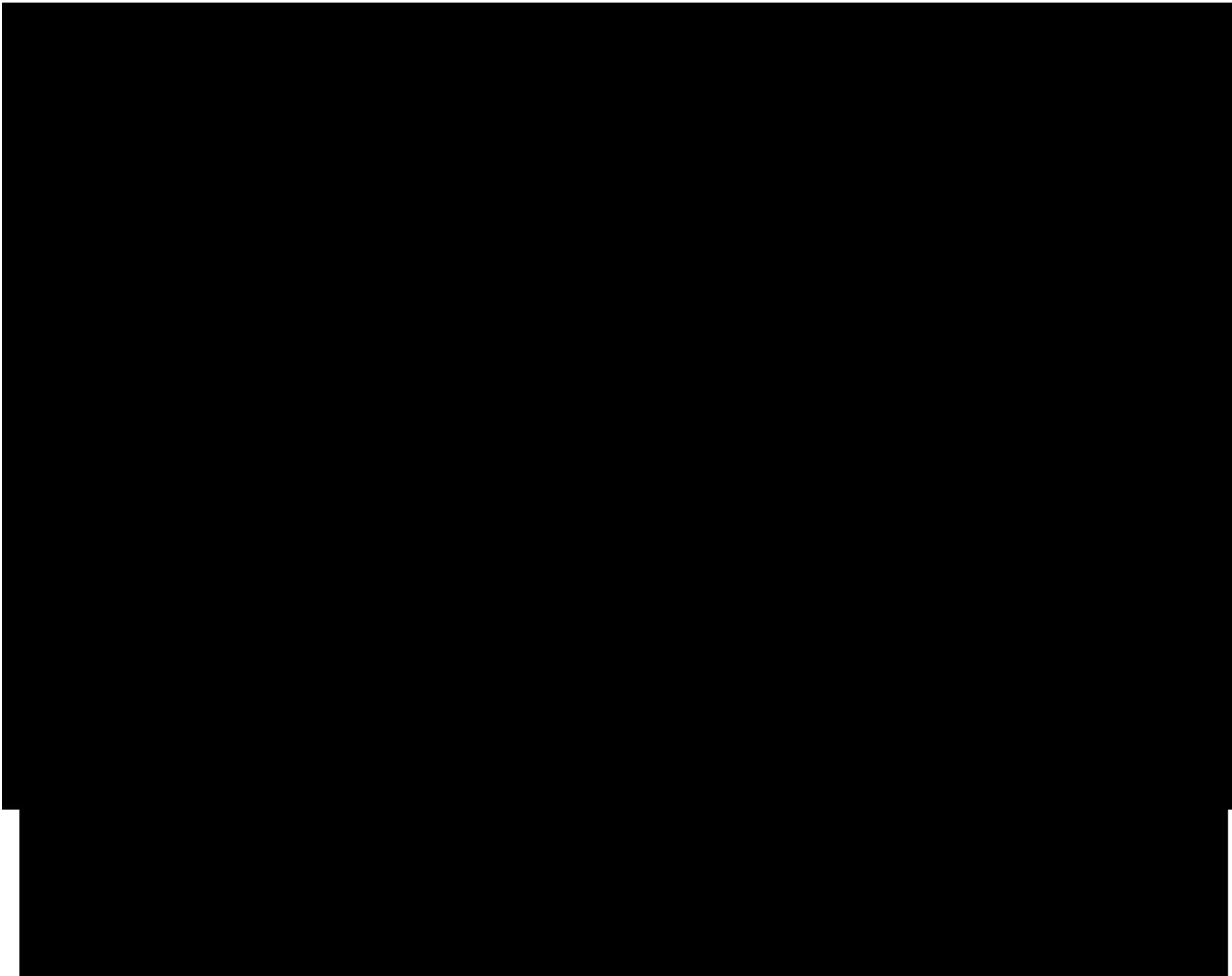
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EisnerAmper affirms its willingness and ability to meet the RFP's stated insurance requirements.

Appendix C: Financial Information



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EisnerAmper Exceptions Table

Document	Paragraph Number	Issue Noted
Attachment C: NC General Contract Terms & Conditions	2. Default and Termination	EAG Gulf Coast, LLC would like to make termination mutual in retaining the right to resign at any time and for any reason.
Attachment C: NC General Contract Terms & Conditions	11. Intellectual Property Warranty and Indemnity	EAG Gulf Coast, LLC would modify to make ensure the ownership of deliverables is consistent with AICPA guidelines and make an exceptions for any proprietary work papers or materials (including but not limited to any EAG Gulf Coast, LLC templates, formulas, or similar materials), which will remain EAG Gulf Coast, LLC's property.
Attachment C: NC General Contract Terms & Conditions	13. Access to Persons and Records	EAG Gulf Coast LLC would like to limit the audit rights to timekeeping and billing.
Attachment C: NC General Contract Terms & Conditions	14. Assignment or Delegation of Duties	EAG Gulf Coast, LLC would like to include language that the agreement may be reassigned to another EA entity as applicable.
Attachment C: NC General Contract Terms & Conditions	15. Insurance	EAG Gulf Coast, LLC maintains insurance coverage types and limits appropriate for its industry. We can provide a COI upon request. Any unusual insurance request would need to be confirmed with our broker prior to contract execution.
Attachment C: NC General Contract Terms & Conditions	16. Indemnification	EAG Gulf Coast, LLC would like to modify to remove "defend", adding "third-party" claims, and with adding an exclusion for State's gross negligence or willful misconduct.
Attachment C: NC General Contract Terms & Conditions	New Section - Limitation of Liability	EAG Gulf Coast, LLC would like to discuss adding a mutual limitation of liability at an agreed upon dollar amount.



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