

Contract Award

Contract Number:	Doc1677946894
Contract Description:	Staff Augmentation
Vendor:	IEM International, Inc.

Task Order Categories Awarded:

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

TASK 2 – Financial Compliance, Oversight, and Fraud Prevention

TASK 3 – Duplication of Benefits (DOB) Compliance

TASK 4 – Procurement Compliance and Monitoring

TASK 5 – Claims, Appeals, and Case Reviews

TASK 6 – Action Plan Development and Amendments

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

TASK 8 – Program Performance Monitoring and Evaluation

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

TASK 10 – Audit Readiness and Monitoring Support

TASK 11 – Technical and Engineering Support for Infrastructure and Housing Projects

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

TASK 16 – Technical Systems Specification & Project Management

TASK 17 – Environmental Review

STATE OF NORTH CAROLINA
Division of Community Revitalization (DCR)

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

EXECUTION

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

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

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

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

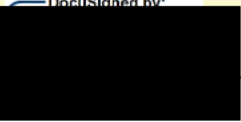
- it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal or State department or agency.

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

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

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

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

COMPLETE/FORMAL NAME OF VENDOR: IEM International, Inc.		
STREET ADDRESS: 5420 Wade Park Blvd. Suite 140	P.O. BOX: P.O. Box 110265	ZIP: 27709-8477
CITY & STATE & ZIP: Raleigh, North Carolina 27607	TELEPHONE NUMBER: 919-990-8191	TOLL FREE TEL. NO: 1-800-977-8191
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE :		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: Keith Reynolds, Director Contract Operations and Compliance		FAX NUMBER: 919-237-7468
VENDOR'S AUTHORIZED SIGNATURE: 	DATE: 8/26/2025	EMAIL: Contracts@iem.com

Proposal Number: Doc1677946894

Vendor: IEM International, Inc.

VALIDITY PERIOD

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

ACCEPTANCE OF PROPOSAL

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

FOR STATE USE ON Signed by: _____ and Contract awarded this 19th day of December, 2025, as indicated on the attached certification, by _____ (Authorized Representative of Department of Commerce).



NC DEPARTMENT
of COMMERCE
COMMUNITY REVITALIZATION

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.

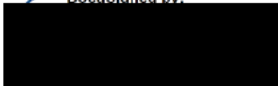
Per Request for Proposal (RFP) #Doc1677946894, VALIDITY PERIOD, page 3 states, "Offer valid for at least 90 days from date of proposal opening, or if extended by mutual agreement of the parties." The State is requesting Vendor to extend its offer for thirty (30) calendar days.

☒ **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): IEM International, Inc.

Authorized Signature: 

Name and Title: Keith Reynolds, Director Contract Operations and Compliance

Date: 12/7/2025

Vendor: IEM International, Inc.

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.

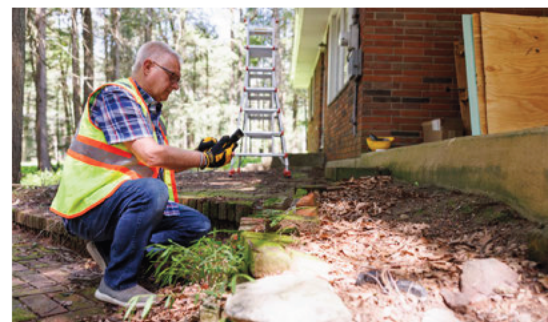
TASK ORDER CATEGORY	YEAR 1 HOURLY RATE	YEAR 2 HOURLY RATE	YEAR 3 HOURLY RATE
TASK 1 – Development of Policies, Procedures, and Standard Operating Procedures (SOPs)			
<i>Vendor to Indicate All Position Title(s) HERE</i>			
Task Lead	\$225.00	\$232.00	\$239.00
Policy and Procedures SME	\$250.00	\$258.00	\$266.00
Policy Analysts	\$110.00	\$113.00	\$116.00
Technical Editing	\$90.00	\$93.00	\$96.00
508 ADA Compliance Editor	\$65.00	\$67.00	\$69.00
TASK 2 – Financial Compliance, Oversight, and Fraud Prevention			
<i>Vendor to Indicate All Position Title(s) HERE</i>			
Task Lead	\$225.00	\$232.00	\$239.00
Compliance and Oversight SME	\$250.00	\$258.00	\$266.00
Compliance and Oversight Manager	\$200.00	\$206.00	\$212.00
Compliance and Oversight Specialist III	\$185.00	\$191.00	\$197.00
Compliance and Oversight Specialist II	\$155.00	\$160.00	\$165.00
Compliance and Fraud Specialist II	\$140.00	\$144.00	\$148.00
Compliance and Fraud Specialist I	\$105.00	\$108.00	\$111.00
TASK 3 – Duplication of Benefits (DOB) Compliance			
<i>Vendor to Indicate All Position Title(s) HERE</i>			
DOB Lead	\$125.00	\$129.00	\$133.00
Duplication of Benefits SME	\$250.00	\$258.00	\$266.00
DOB Specialists	\$90.00	\$93.00	\$96.00
TASK 4 – Procurement Compliance and Monitoring			
<i>Vendor to Indicate All Position Title(s) HERE</i>			
Task Lead	\$225.00	\$232.00	\$239.00
Procurement Compliance SME	\$250.00	\$258.00	\$266.00
Procurement Compliance Manager	\$175.00	\$180.00	\$185.00
Procurement Compliance Specialist III	\$145.00	\$149.00	\$153.00
Procurement Compliance Specialist II	\$100.00	\$103.00	\$106.00
Procurement Compliance Specialist I	\$82.00	\$84.00	\$87.00
TASK 5 – Claims, Appeals, and Case Reviews			
<i>Vendor to Indicate All Position Title(s) HERE</i>			
Appeals Lead	\$135.00	\$139.00	\$143.00
Appeals and Claims SME	\$250.00	\$258.00	\$266.00
Appeals/Claims Specialists	\$110.00	\$113.00	\$116.00
TASK 6 – Action Plan Development and Amendments			
<i>Vendor to Indicate All Position Title(s) HERE</i>			
Task Lead	\$225.00	\$232.00	\$239.00
Action Plan SME	\$250.00	\$258.00	\$266.00
Economic Revitalization SME	\$250.00	\$258.00	\$266.00
Technical Writers	\$120.00	\$124.00	\$128.00
GIS	\$130.00	\$134.00	\$138.00
ADA Section 508 Compliance	\$65.00	\$67.00	\$69.00
TASK 7 – Needs Assessments, Market Analysis, and Geospatial Support			
<i>Vendor to Indicate All Position Title(s) HERE</i>			
Task Lead	\$225.00	\$232.00	\$239.00
Assessment and Data Analysis SME	\$245.00	\$252.00	\$260.00
Data Analyst	\$115.00	\$118.00	\$122.00
GIS	\$130.00	\$134.00	\$138.00
Technical Writers	\$120.00	\$124.00	\$128.00
TASK 8 – Program Performance Monitoring and Evaluation			
<i>Vendor to Indicate All Position Title(s) HERE</i>			
Task Lead	\$225.00	\$232.00	\$239.00
Program Performance Monitoring and Evaluation SME	\$250.00	\$258.00	\$266.00
Federal Program Reporting SME	\$245.00	\$252.00	\$260.00
Program Monitoring Specialist III	\$170.00	\$175.00	\$180.00
Program Monitoring Specialist II	\$150.00	\$155.00	\$160.00
Program Monitoring Specialist I	\$130.00	\$134.00	\$138.00
Data Analyst and Reporting Specialist	\$115.00	\$118.00	\$122.00
Program Monitoring Manager	\$200.00	\$206.00	\$212.00

TASK 9 – Civil Rights, Fair Housing, Labor Standards, and Historic Preservation			
<i>Vendor to Indicate All Position Title(s) HERE</i>			
Task Lead	\$225.00	\$232.00	\$239.00
Federal Regulations SME	\$250.00	\$258.00	\$266.00
Compliance Specialist II	\$155.00	\$160.00	\$165.00
Compliance Specialist	\$120.00	\$124.00	\$128.00
SOI Historian	\$210.00	\$216.00	\$222.00
SOI Archeologist	\$210.00	\$216.00	\$222.00
TASK 10 – Audit Readiness and Monitoring Support			
<i>Vendor to Indicate All Position Title(s) HERE</i>			
Task Lead	\$225.00	\$232.00	\$239.00
Audit and Monitoring Support SME	\$250.00	\$258.00	\$266.00
Audit and Monitoring Manager	\$180.00	\$185.00	\$191.00
Audit and Monitoring Specialist III	\$155.00	\$160.00	\$165.00
Audit and Compliance Specialist II	\$140.00	\$144.00	\$148.00
Compliance Monitoring Specialist I	\$115.00	\$118.00	\$122.00
TASK 11 – Technical and Engineering Support for Infrastructure and Housing Projects			
<i>Vendor to Indicate All Position Title(s) HERE</i>			
Task Lead	\$225.00	\$232.00	\$239.00
Senior Infrastructure Consultant	\$255.00	\$263.00	\$271.00
Junior Infrastructure Consultant	\$180.00	\$185.00	\$191.00
Senior Housing Program Consultant	\$245.00	\$252.00	\$260.00
Junior Housing Program Consultant	\$175.00	\$180.00	\$185.00
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 Lead	\$225.00	\$232.00	\$239.00
Technical Assistance and Training Provider SME	\$250.00	\$258.00	\$266.00
Technical Assistance and Training Provider	\$150.00	\$155.00	\$160.00
Training Coordinator and Content Creation	\$120.00	\$124.00	\$128.00
Case Manager Lead	\$110.00	\$113.00	\$116.00
Case Manager	\$85.00	\$88.00	\$91.00
TASK 13 – Relocation Program (URA/TRA) Development and Compliance Support			
<i>Vendor to Indicate All Position Title(s) HERE</i>			
URA/TRA Manager	\$150.00	\$155.00	\$160.00
URA SME	\$245.00	\$252.00	\$260.00
Case Manager Lead	\$110.00	\$113.00	\$116.00
URA Case Manager	\$90.00	\$93.00	\$96.00
QA/QC Specialists	\$95.00	\$98.00	\$101.00
Property Inspections	\$120.00	\$124.00	\$128.00
Appeals Specialists	\$115.00	\$118.00	\$122.00
Business Analyst	\$125.00	\$129.00	\$133.00
TASK 14 – Communication, Public Information, and Outreach Support			
<i>Vendor to Indicate All Position Title(s) HERE</i>			
Task Lead	\$180.00	\$185.00	\$191.00
Engagement, Communications, and Outreach SME	\$250.00	\$258.00	\$266.00
Sr. Community Liaison	\$140.00	\$144.00	\$148.00
Community Liaison	\$115.00	\$118.00	\$122.00
Graphics and Design	\$90.00	\$93.00	\$96.00
TASK 15 – Grant Management			
<i>Vendor to Indicate All Position Title(s) HERE</i>			
Task Lead	\$180.00	\$185.00	\$191.00
Grant Management SME	\$250.00	\$258.00	\$266.00
Grant Manager III	\$155.00	\$160.00	\$165.00
Grant Manager II	\$135.00	\$139.00	\$143.00
Grant Specialist	\$110.00	\$113.00	\$116.00
TASK 16 – Technical Systems Specification & Project Management			
<i>Vendor to Indicate All Position Title(s) HERE</i>			
Software Project Manager	\$180.00	\$185.00	\$191.00
Program Software SME	\$250.00	\$258.00	\$266.00
Software Business Analyst	\$140.00	\$144.00	\$148.00
TASK 17 – Environmental Review*	UNIT COST	UNIT COST	UNIT COST
Initial Environmental Review:			
Exempt	\$577.00	\$594.00	\$612.00
Categorically Excluded Not Subject to §58.5	\$577.00	\$594.00	\$612.00
Categorically Excluded Subject to §58.5	\$3,112.00	\$3,205.00	\$3,301.00
Environmental Assessment	\$7,722.00	\$7,954.00	\$8,193.00
Environmental Impact Statements	\$115,242.00	\$118,699.00	\$122,260.00
Reevaluation Environmental Review:			

Exempt	\$231.00	\$238.00	\$245.00
Categorically Excluded Not Subject to §58.5	\$231.00	\$238.00	\$245.00
Categorically Excluded Subject to §58.5	\$577.00	\$594.00	\$612.00
Environmental Assessment	\$2,075.00	\$2,137.00	\$2,201.00
Environmental Impact Statements	\$28,811.00	\$29,675.00	\$30,565.00

*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



SEPTEMBER 11, 2025 | ORIGINAL

A Proposal for the State of North Carolina Department of Commerce,
Division of Community Revitalization

STAFF AUGMENTATION COMMUNITY DEVELOPMENT BLOCK GRANT – DISASTER RECOVERY EXPERT ADMINISTRATIVE SUPPORT

RFP NO. DOC1677946894

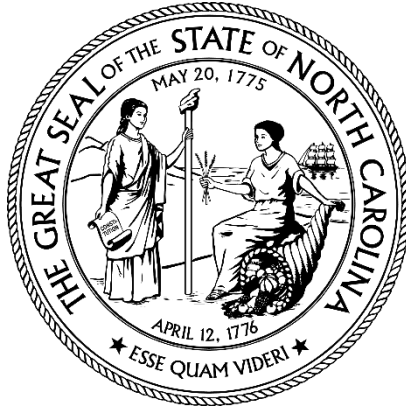
Company address:
IEM International, Inc
5420 Wade Park Blvd
Ste 140
Raleigh, NC 27607-4188

POC:
Allison Veillette – Senior Contract Administrator
Contracts@iem.com • (919) 990-8191

IEM International, Inc., to the best of its knowledge, does not have any actual or potential conflicts of interest.

2.0 Signed Execution Pages and Signed Addenda

IEM provides the Signed Execution pages of the RFP and Signed Addenda 1 on the following pages. Per the instructions on "Bid Addendum #2, dated September 8, 2025", it is not being returned. We do acknowledge having received it.



**STATE OF NORTH CAROLINA
DEPARTMENT OF COMMERCE
Division of Community Revitalization**

Request for Proposals #: Doc1677946894

**Staff Augmentation
Community Development Block Grant-Disaster Recovery
Expert Administrative Support**

Date of Issue: August 11, 2025

Proposal Opening Date: September 4, 2025, at 2:00 PM ET

Direct all inquiries concerning this RFP to:

Angie Dunaway
DCR Procurement Director
angela.dunaway@commerce.nc.gov
919-526-8340

Proposal Number: Doc1677946894

Vendor: IEM International, Inc.

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Proposal Number: Doc1677946894

Vendor: IEM International, Inc.

1.0 PURPOSE AND BACKGROUND – AGENCY SPECIFIC TERM CONTRACT

The Department of Commerce, Division of Community Revitalization (DCR) is looking to establish a pool of pre-qualified vendors eligible for future task orders to provide administrative, technical, programmatic, and project management support for CDBG-DR initiatives. Services will be provided on an as-needed basis, in coordination with existing State staff, and in accordance with the scope and terms outlined in this Request for Proposals (RFP). Vendors approved through this solicitation will be included in a pre-qualified vendor pool eligible to receive task orders as needs are identified. The individual task orders, combined with this RFP, the vendor's offer in response to this RFP, and any addenda and Best and Final Offer (BAFO), will constitute the contract (see Section 2.1 below). There is no guarantee of work for any vendor that becomes pre-qualified pursuant to this RFP.

Hurricane Helene made landfall in September 2024, bringing historic rainfall, strong winds, and tornadoes that caused widespread damage across North Carolina. Thousands of homes and small businesses were damaged or destroyed. On September 27, 2024, former Governor Roy Cooper requested a Major Disaster Declaration for thirty-nine (39) counties and the Eastern Band of Cherokee Indians. The President approved the request on September 28, authorizing Individual and Public Assistance under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (P.L. 93-288) for 25 counties and the Eastern Band of Cherokee Indians. Twelve additional counties were added in the following weeks, bringing the total to 39 eligible counties.

In response to the disaster, the United States Department of Housing and Urban Development (HUD) allocated \$1,428,120,000 in Community Development Block Grant–Disaster Recovery (CDBG-DR) funds to the State of North Carolina to support long-term recovery. These funds are intended to address unmet housing, economic development, infrastructure, and mitigation needs that remain after all other assistance has been exhausted.

To manage these funds, the State established the Division of Community Revitalization (DCR) within the North Carolina Department of Commerce as the grantee agency for all Helene-related CDBG-DR awards. DCR is responsible for managing all aspects of these grants, including planning, policy development, program administration, compliance, monitoring, financial management, and grant closeout.

Programs that DCR may administer include, but are not limited to: single-family home repair, rehabilitation, and reconstruction; repair and reconstruction, small rental and multifamily housing; a business district revitalization program; infrastructure; and any other programs defined in the HUD-approved Action Plan and amendments, available at commerce.nc.gov/recovery. DCR may also receive and administer additional state and federal recovery funds. Any contract resulting from this solicitation may be used to support those funds at DCR's discretion.

1.1 CONTRACT TERM

Vendors approved through this solicitation will be included in the pre-qualified vendor pool for an initial term of three (3) years, beginning on the date of final approval by the Department (the "Effective Date"). Vendors may be selected from this pool to perform work on an as-needed basis at any time during the approved term.

At the end of the initial three-year period, the Department may, at its sole discretion, renew the prequalified contract for up to three (3) additional one-year terms under the same conditions. Written notice of any renewal will be provided to Vendors no later than thirty (30) days before the expiration of the then-current term.

Proposal Number: Doc1677946894

Vendor: IEM International, Inc.

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSALS AND TASK ORDERS

This RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award, which are incorporated herein by reference. DCR will issue Task Orders as needs are identified to Vendors that are pre-qualified and awarded pursuant to this RFP. The specific Task Order will contain requirements, terms, and conditions particular to that project, which are intended to supplement the requirements, terms, and conditions herein.

2.2 ePROCUREMENT FEE

This RFP does not incorporate the eProcurement fee; however, the purchase order may be issued through the eProcurement System. See Paragraph 17 of the attached Terms and Conditions as amended. General information on the eProcurement Services can be found at: <http://eprocurement.nc.gov/>.

2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

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

If Vendors have questions or issues regarding any component of this RFP, those must be submitted as questions in accordance with the instructions in the RFP QUESTIONS Section. If the State determines that any changes will be made as a result of the questions asked, then such decisions will be communicated in the form of an RFP addendum. The State may also elect to leave open the possibility for later negotiation of specific provisions of the Contract that have been addressed during the question-and-answer period, prior to contract award.

Other than through the process of negotiation under 01 NCAC 05B .0503, the State is not required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal or otherwise. This applies to any language appearing in or attached to the document as part of the Vendor's proposal that purports to vary any terms and conditions or instructions herein or to render the proposal non-binding or subject to further negotiation.

The State may exercise its discretion to consider Vendor proposed modifications. By execution and delivery of this RFP Response, the Vendor agrees that any additional or modified terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect, and will be disregarded unless expressly agreed upon through negotiation and incorporated by way of a Best and Final Offer (BAFO). Proposed modifications must be clearly identified in the offer by listing all proposed modifications in the offer in a section titled "Errata and Exceptions."

Proposal Number: Doc1677946894

Vendor: IEM International, Inc.

2.4 RFP SCHEDULE

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

Event	Responsibility	Date and Time
Issue RFP	State	August 11, 2025
Submit Written Questions	Vendor	August 18, 2025, by 5:00 pm ET
Provide Response to Questions	State	August 25, 2025
Submit Proposals	Vendor	September 4, 2025, BEFORE 2:00 pm ET (by 1:59:59)
Oral Presentation (optional)	Vendor	TBD (if needed)
Contract Award	State	As soon as possible after evaluation of offers.

2.5 RFP QUESTIONS

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

Written questions related to the content of this solicitation, shall be emailed to angela.dunaway@commerce.nc.gov by the date and time specified above. Vendors should enter “Vendor Name_Staff Aug_ Questions” as the subject of the email. Question submittals should include a reference to the applicable RFP section and be submitted in the format shown below:

Reference	Vendor Question
RFP Section Number and Section Title	
RFP Page Number	

Questions received prior to the submission deadline date and time, the State’s response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to *the electronic Vendor Portal (eVP)*, <https://evp.nc.gov>, and shall become an Addendum to this RFP. No information, instruction or advice provided orally or informally by any State personnel, whether made in response to a question or otherwise in connection with this RFP, shall be considered authoritative or binding. Vendors shall rely *only* on written material contained in the RFP and an addendum to this RFP.

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

2.6 RFP SUBMITTAL

IMPORTANT NOTE: Late submissions, regardless of cause, will not be opened or considered, and will be automatically disqualified from further consideration. Vendor shall bear the sole risk of late submission due to unintended or unanticipated delay. It is the Vendor’s sole responsibility to ensure its proposal has been received as described in this RFP by the specified time and date of opening. The time and date of receipt will be marked on each proposal when received. Any proposal or portion thereof received after the proposal deadline will be rejected.

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Offers to be submitted through eProcurement Sourcing. For training on how to use eProcurement Sourcing, <https://eprocurement.nc.gov/training/vendor-training>. Questions or issues related to using eProcurement Sourcing must be directed to the eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM ET.

If confidential and proprietary information is included in the proposal, also submit one (1) signed, **REDACTED** copy of the proposal. Such information may include trade secrets defined by N.C. Gen. Stat. § 66-152 and other information exempted from the Public Records Act pursuant to N.C. Gen. Stat. §132- 1.2. Vendor may designate information, Products, Services or appropriate portions of its response as confidential, consistent with and to the extent permitted under the statutes and rules set forth above. By so redacting any page, or portion of a page, the Vendor warrants that it has formed a good faith opinion, having received such necessary or proper review by counsel and other knowledgeable advisors, that the portions determined to be confidential and proprietary and redacted as such, meet the requirements of the Rules and Statutes set forth above. However, under no circumstances shall price information be designated as confidential. Redacted refers to the “*blacking out*” of information so it is not visible.

If the Vendor does not provide a redacted version of the proposal with its RFP submission, the Department may release an unredacted version if a record request is received. Also, final contracts must be posted on the DCR website per HUD rules, and DCR will post the redacted version of the contract.

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

The public proposal opening will be held via Microsoft Teams. Below is the information regarding the public solicitation opening. Only Vendor names will be announced at the opening.

Date: September 4, 2025
Time: 2:00 pm ET
Virtual via Teams: [Join the meeting now](#) **CLICK the Link to Join the Meeting**
Meeting ID: 210 925 726 471 1
Passcode: HW6Ns2FS

Dial in by phone: 984-204-1487
Phone conference ID: 465 443 050#

2.7 PROPOSAL CONTENTS

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

All pages of the RFP should be returned.

Proposal shall include the following components:

1. Title Page

The title page shall include:

- Vendor’s name, business address, and phone number

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- Name and title of an authorized representative
- RFP number
- A disclosure of any actual or potential conflicts of interest involving the Vendor or its key personnel. If no conflicts exist, the Vendor should state that explicitly.

2. Signed Execution Pages and signed Addenda, if applicable.

3. Table of Contents

4. Narrative Response: Vendor Qualifications and Approach

This section should demonstrate the Vendor's qualifications and capacity to support DCR through future task orders. At a minimum, it should include:

- A brief history of the organization
- Relevant experience with HUD-funded programs (e.g., CDBG-DR, CDBG-MIT, HOME, ESG) or other disaster recovery work
- The Vendor's approach to fulfilling task orders, including how qualified personnel will be identified and assigned
- Internal systems for quality assurance, regulatory compliance, and project oversight
- A summary of staffing capacity, including the ability to scale quickly for both short-term and long-term assignments
- Clear alignment of proposed staff with the type of work to be performed

5. Resumes and Bios

Resumes or biographies must be provided for all key personnel proposed. Vendors are encouraged to submit at least two qualified candidates per position or labor category, where applicable.

6. Examples

Provide at least three examples of projects of similar type and size performed within the last five years, preferably for state and/or local government entities (see Attachment H)

2.8 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

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

The following definitions, acronyms, and abbreviations are also relevant to this RFP:

- a) **ACTION PLAN:** the State's Community Development Block Grant-Disaster Recovery (also referred to as the CDBG-DR) Funding Action Plan in Response to Hurricane Helene impacted Counties in Western North Carolina.

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- b) **BAFO:** Best and Final Offer, submitted by a Vendor to alter its initial offer, made in response to a request by the issuing agency.
- c) **CDBG-DR:** Community Development Block Grant for Disaster Recovery grant.
- d) **CONTRACT LEAD:** The Procurement Contracting Officer listed in the RFP.
- e) **CONTRACT ADMINISTRATOR:** The Division of Community Revitalization program administrator.
- f) **DCR:** The North Carolina Division of Community Revitalization
- g) **DRGR:** Disaster Recovery Grant Reporting System
- h) **ePROCUREMENT SERVICE(S):** The program, system, and associated Services through which the State conducts electronic procurement.
- i) **HUD:** U.S. Department of Housing and Urban Development
- j) **OFFER:** Vendor entire response to this Solicitation, including all documents and information requested in this Solicitation.
- k) **PRINCIPAL PLACE OF BUSINESS:** The principal place from which the overall trade or business of the Vendor is directed or managed.
- l) **PROGRAM:** Division of Community Revitalization Hurricane Helene Recovery Program.
- m) **QUALIFIED PROPOSAL:** A responsive proposal submitted by a responsible Vendor.
- n) **RFP:** Request for Proposals
- o) **SERVICES or SERVICE DELIVERABLES:** The tasks and duties undertaken by the Vendor to fulfill the requirements and specifications of this solicitation.
- p) **SOLICITATION:** This RFP.
- q) **SOP:** Standard Operating Procedures
- r) **SOR:** System of Record
- s) **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
- t) **STATE AGENCY:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, boards, commissions, institutions of higher education and other institutions.
- u) **TASK ORDER:** The document that will be issued for specific work to an awarded Vendor and will contain specific requirements, terms, and conditions. The Task Order will incorporate by reference the Contract resulting from this RFP.
- v) **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Request for Proposal.

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

This RFP is to establish a pre-qualified pool of vendors that may be considered for future task orders at DCR's discretion, based on program needs.

North Carolina G.S. 143-52 provides a general list of criteria the State shall use to award contracts, as supplemented by the additional criteria herein. All award decisions shall be in the State's best interest. All qualified proposals will be evaluated, and awards will be made to the Vendors meeting the specific RFP Specifications and achieving the highest

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and best final evaluation. Prospective Vendors shall not be discriminated against on the basis of any prohibited grounds as defined by Federal or State law.

While the intent of this RFP is to award a Contract to multiple Vendors, the State reserves the right to make separate awards to different Vendors for one or more Task Order types, to not award one or more Task Order types, or to cancel this RFP in its entirety without awarding a Contract, if it is considered to be most advantageous to the State to do so. The State makes no guarantees as to whether awarded Vendors will receive task orders, the volume of task order, or the task order types.

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

While this RFP is under evaluation, the responding Vendor, including any subcontractors and suppliers, is prohibited from engaging in conversations intended to influence the outcome of the evaluation. See Paragraph 28 of the Instructions to Vendors entitled COMMUNICATIONS BY VENDORS.

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

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

3.3 PROPOSAL EVALUATION PROCESS

Only responsive submissions will be evaluated.

The State will conduct a One-Step evaluation of Proposals:

Proposals will be received as described in the RFP Submittal Section above.

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

At the date and time provided in the RFP SCHEDULE Section above, unless modified by Addendum, the proposal from each responding Vendor will be opened publicly and all offers (except those that have been previously withdrawn, or voided bids) will be tabulated. The tabulation shall be made public at the time it is created. Only the names of offerors

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and the Goods and Services offered shall be tabulated at the time of opening. Negotiation is anticipated, therefore cost and price shall become available for public inspection at the time of the award.

At their option, the evaluators may request oral presentations or discussions with any or all Vendors for clarification or to amplify the materials presented in any part of the proposal. Vendors are cautioned, however, that the evaluators are not required to request presentations or other clarification—and often do not. Therefore, all proposals should be complete and reflect the most favorable terms available from the Vendor.

Pursuant to 01 NCAC 05B .0503, the State reserves the right to negotiate with one or more vendors, or to reject all original offers and negotiate with one or more sources of supply that may be capable of satisfying the requirement. Upon completion of the evaluation the State will post the award(s) to the State's eVP website under the RFP number for this solicitation.

3.4 EVALUATION CRITERIA

It is the intention of DCR to identify qualified vendors on the basis of demonstrated competence and qualification for the type of task order categories defined herein.

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

1. Experience
 - a. Experience with CDBG-DR programs
 - b. Experience with relevant policies and requirements
 - c. Years of experience in the business
 - d. Examples of projects of similar type and size performed within the last five years (see Attachment H)
2. Firm Qualifications
 - a. Conformity with the specifications and ability to meet minimum requirements
 - b. Financial stability and solvency
 - i. Ability to meet short-term obligations, debts, liabilities, payroll, and expenses
 - ii. Sufficient cash flow and/or available financing from a financial institution to perform the proposed contract until receiving payment from the state
 - c. Ability and capacity to perform the work
3. Proposed Methodology and Technical Proposal
 - a. Staffing plan
 - b. How Vendor will ensure quality and timely services
 - c. How Vendor will ramp up services across the task order categories
4. Cost
 - a. Hourly rate per position per task order category

DCR will evaluate proposals using a narrative evaluation method, where it identifies strengths and weaknesses of each proposal, and it will select vendors using a Best Value evaluation methodology, which is defined in statute as the selection of vendors based on "the best trade-off between price and performance, where quality is considered an integral performance factor. The award decision is made based on multiple factors, including: total cost of ownership, meaning the cost of acquiring, operating, maintaining, and supporting a product or service over its projected lifetime; the evaluated technical merit of the vendor's proposal; the vendor's past performance; and the evaluated probability

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of performing the requirements stated in the solicitation on time, with high quality, and in a manner that accomplishes the stated business objectives and maintains industry standards compliance.” N.C.G.S. § 143-135.9

DCR reserves the right to take any of the following actions: cancel this RFP if determined to be in the best interest of the state; disqualify any responses to this RFP for nonconformance to the terms described herein; negotiate with specific Vendors to achieve the best value; establish a timeline during the negotiation phase for the submission of a best and final offer; and extend the time to respond to this RFP.

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

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

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

3.6 INTERPRETATION OF TERMS AND PHRASES

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

4.0 REQUIREMENTS

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

4.1 TASK ORDER CATEGORIES

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. Task Order Categories:

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

TASK 2 – Financial Compliance, Oversight, and Fraud Prevention

TASK 3 – Duplication of Benefits (DOB) Compliance

TASK 4 – Procurement Compliance and Monitoring

TASK 5 – Claims, Appeals, and Case Reviews

TASK 6 – Action Plan Development and Amendments

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

TASK 8 – Program Performance Monitoring and Evaluation

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

TASK 10 – Audit Readiness and Monitoring Support

TASK 11 – Technical and Engineering Support for Infrastructure and Housing Projects

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

TASK 16 – Technical Systems Specification & Project Management

TASK 17 – Environmental Review

4.2 PRICING

In Attachment A: Pricing Vendor shall provide a not-to-exceed hourly rate for each position proposed for each task order category for which it is bidding.

4.3 PAYMENT STRUCTURE

Payment will be a fixed fee for services based on the scope of work for each task order.

4.4 INVOICES

Vendors will send monthly task order invoices to DCR.Finance@commerce.nc.gov for payment.

- a) Vendor must submit one monthly invoice within fifteen (15) calendar days following the end of each month in which work was performed pursuant to a task order.
- b) Invoices must be submitted in electronic format on the Vendor's official letterhead stationery and must be identified by a unique invoice number unless otherwise directed.
- c) Invoices must bear the correct contract number (this solicitation number), the respective task order number, and purchase order number to ensure prompt payment. Vendor's failure to include the correct purchase order number may cause delay in payment.
- d) Invoices must include an accurate description of the work for which the invoice is being submitted in DCR-approved format, the services provided, the hourly rate per position, the number of hours billed per position, the invoice date, the period of time covered, the amount of fees due to Vendor.

4.5 HUB PARTICIPATION

Pursuant to North Carolina General Statute G.S. 143-48, it is State policy to encourage and promote the use of small, minority, physically handicapped, and women contractors in purchasing Goods and Services. As such, this RFP will

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serve to identify those Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT E: HUB SUPPLEMENTAL VENDOR INFORMATION.

4.6 BACKGROUND CHECKS

Any personnel or agent of Vendor performing Services under any Contract arising from this RFP may be required to undergo a background check at the expense of the Vendor, if so requested by the State.

4.7 PERSONNEL

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

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

4.8 VENDOR'S REPRESENTATIONS

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

4.9 INSURANCE REQUIREMENTS

Insurance requirements are indicated in ATTACHEMENT C: NORTH CAROLINA GENERAL TERM AND CONDITIONS, Paragraph 15 (b)(3) Contracts valued in excess of \$1,000,000.

For the duration of any contract resulting from this Solicitation and potential Task Order, Vendor shall acquire insurance with financially sound and reputable independent insurers, in the type and amount specified in this RFP. Work on any contract/task order shall not begin until after Vendor has submitted acceptable evidence of insurance. Failure to maintain insurance coverage or acceptable alternative methods of insurance shall be deemed a breach of contract. Vendor shall submit acceptable evidence of insurance with each task order.

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4.10 LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS

Federal law prohibits recipients of federal funds, whether through grants, contracts, or cooperative agreements, from using those funds to influence or attempt to influence (lobby) a federal official in connection with obtaining, extending, or modifying any federal contract, grant, loan, or cooperative agreement. Further, federal law requires that applicants for federal funds certify:

- That they abide by the above restriction;
- That they disclose any permissible (non-federal) paid lobbying on the Federal Awards being applied for; and
- That such certification requirements will also be included in any subawards meeting the applicable thresholds.

All Vendors must complete and submit ATTACHMENT F: CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS. If applicable, vendors must also submit ATTACHMENT G: DISCLOSURE OF LOBBYING ACTIVITIES (OMB STANDARD FORM LLL) when responding to this solicitation.

4.11 FINANCIAL INFORMATION

Submitting financial information is an absolute requirement, and it is a material requirement of this RFP. Failure to submit this information shall result in the offer being deemed non-responsive, and the offer will not be considered.

If Vendor is an entity that is required to prepare audited financial statements, Vendor shall submit:

- a) Last three years of audited accrual-basis financial statements, including an income statement, cash flow statement and balance sheet;
- b) If applicable, last three years of consolidated statements for any holding companies or affiliates;
- c) An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and
- d) A full disclosure of any events, liabilities, or contingent liabilities that could affect Vendor's financial ability to perform this contract.

If Vendor is a privately-owned entity or sole proprietorship, Vendor shall submit:

- a) Last three years of audited or un-audited accrual-basis financial statements, including an income statement, cash flow statement and balance sheet;
- b) An audited or un-audited accrual-basis financial statement of the most recent quarter of operation; and
- c) A full disclosure of any events, liabilities, or contingent liabilities that could affect Vendor's financial ability to perform this contract.

Financial information, statements and/or documents submitted with a Proposal shall be evaluated to determine: whether the Vendor has sufficient ability to perform the Contract; whether the Vendor is able to meet its short term obligations, debts, liabilities, payroll, and expenses; whether Vendor has provided complete, reliable and accurate financial information regarding its business operation; whether the Vendor is financially solvent; and whether Vendor has sufficient cash flow and/or available financing from a financial institution to perform the proposed contract for an extended period without receiving payment from the State. Financial information of non-public entities may be marked as confidential in accordance with the Paragraph of the Instructions to Vendors entitled Confidential Information (and should be redacted in the redacted version of the offer submitted per Section 2.6).

5.0 SCOPE OF WORK

5.1 GENERAL

The North Carolina Department of Commerce, Division of Community Revitalization (DCR) is seeking Statements of Qualifications and pricing from experienced Vendors to provide administrative, technical, and programmatic support for CDBG-DR initiatives, delivered in coordination with existing State staff. Vendors must demonstrate the capabilities, expertise, and staffing necessary to fulfill the requirements outlined in this solicitation. Personnel, officers, executives, and subcontractors performing work under any contract or task order resulting from this RFP shall not be considered employees of the State. Furthermore, any resulting agreement shall not establish a joint venture, partnership, trust, agency, or any other similar business relationship between the Vendor and the State.

Vendors must clearly describe how they meet the qualifications outlined in this RFP and how they will measure performance and success in completing potential future task orders. Vendor personnel must be available to support DCR staff between the hours of 8:00 AM and 5:00 PM Eastern Time Monday through Friday. Depending on program needs, DCR may require certain roles to report in person to office space provided by the State. While DCR's main offices are based in Raleigh, NC, certain positions may require fieldwork or in-person support at intake centers in disaster-impacted areas of Western North Carolina. Intake centers are located in Asheville, Boone, and Marion, in coordination with Horne LLP, the Implementation Vendor for the Single-Family Housing Program.

DCR will utilize a System of Record (SOR) for CDBG-DR grant activities, which has not yet been finalized as of the date of this Solicitation. DCR will manage the system, and selected Vendors will be required to use the State's designated SOR. DCR may also implement separate systems for financial management and reporting. Selected Vendors may be asked to support the setup and administration of these systems.

The specific level of Vendor support for each task order is not yet known and will depend on evolving program needs. DCR anticipates issuing task orders as priorities shift and may adjust the scope or required level of involvement accordingly.

Vendor responses should identify proposed personnel, including a description of the team structure servicing DCR, individual roles, and areas of responsibility. Proposed personnel should be clearly aligned with the specific tasks outlined in the Task Order Categories. Resumes and professional biographies must be provided for all proposed staff. Vendors must demonstrate that they have sufficient qualified personnel available to support any task orders issued under this RFP.

Vendor responses should include evidence of relevant qualifications and experience in the disciplines required by this RFP. Additional information on current and planned projects is available at: commerce.nc.gov/recovery.

By submitting a response to this RFP, Vendors affirm the following: *"The personnel included in this response are not subject to any non-competition agreement that would prevent them from accepting an offer of employment from the North Carolina Division of Community Revitalization"*.

Vendors may choose to submit an offer for all task order categories or only certain categories, as designated in Attachment A: Pricing. While Vendors may choose which task order categories, DCR makes no guarantee of any task order award, volume of task orders Vendors will receive, or the task order types Vendors will receive. Vendors must clearly state in their response to this RFP (in Attachment A) which task order category(ies) the Vendor will perform work. Task Orders will not be made outside of the task order category(ies) selected by the Vendor during this solicitation process.

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5.2 TASKS / DELIVERABLES

Vendors selected for inclusion in the pre-qualified pool may be considered for task orders to perform one or more of the following service areas (categories) on an as-needed basis. Tasks may include, but are not limited to:

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

If ordered, the Vendor may assist in developing, updating, and maintaining written policies, procedures, and SOPs to support consistent, compliant administration of any DCR CDBG-DR program or effort, including but not limited to:

- Single-Family Housing Repair, Rehabilitation, and Reconstruction
- Multifamily Rental Housing Construction, Rehabilitation, and Mitigation
- Commercial District Revitalization Programs
- Community Infrastructure and Resilience Projects
- Private Roads and Bridges
- Small Rental Programs
- General administration of CDBG-DR funds

Anticipated Deliverables:

- Program-specific policies
- Program-specific SOPs detailing required workflows, documentation standards, and quality control processes
- Templates, forms, and checklists to guide eligibility determinations, benefit calculations, procurement activities, and records management
- Standardized reporting structures for HUD, state, and federal reporting requirements (e.g., DRGR, QPRs, Section 3, Fair Housing)
- Written closeout procedures outlining project completion, financial reconciliation, and grant closeout documentation

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

If ordered, the Vendor may assist with developing financial management tools and providing oversight to ensure compliance with federal and state requirements.

Anticipated Deliverables:

- Written policies for fund tracking, separation of CDBG-DR funds, and proper accounting
- Fraud, waste, and abuse prevention protocols and detection tools
- Monitoring plans and tools for financial oversight of subrecipients, and contractors
- Federal and State compliance reviews, including, but not limited to, inspecting award approvals, reimbursement requests and completed monitoring visits.
- Financial performance dashboards, KPI tracking systems, and corrective action procedures

5.2.3 TASK 3 – Duplication of Benefits (DOB) Compliance

If ordered, the Vendor may assist with establishing, maintaining, and implementing DOB prevention and monitoring processes, including

Anticipated Deliverables:

- Written DOB prevention policies aligned with HUD guidance
- Data matching tools to detect and mitigate potential DOB risks
- Templates, forms, and workflows to support consistent eligibility determinations and benefit calculations
- DOB processing and compliance management

5.2.4 TASK 4 – Procurement Compliance and Monitoring

If ordered, the Vendor may assist DCR and/or subrecipients with developing procurement policies and providing oversight to ensure transparent, fair, and compliant procurement.

Anticipated Deliverables:

- Procurement policies and SOPs consistent with federal and state requirements
- Documentation standards for solicitations, contracts, procurement records, and cost reasonableness
- Monitoring tools and workflows for procurement oversight and compliance tracking

5.2.5 TASK 5 – Claims, Appeals, and Case Reviews

If ordered, the Vendor may assist with standardizing processes for managing applications, appeals, exceptions, and other case-specific requests.

Anticipated Deliverables:

- Written procedures for case reviews, escalation protocols, and decision-making workflows
- Standardized documentation tools, including review checklists, decision logs, and applicant notification templates
- Staff training materials to support consistent application of review procedures Support for audit readiness and responding to HUD, state, or other oversight inquiries related to case determinations

5.2.6 TASK 6 – Action Plan Development and Amendments

If ordered, the Vendor may assist with preparing, revising, and submitting CDBG-DR Action Plans and amendments.

Anticipated Deliverables:

- Draft Action Plan language, supporting documentation, and HUD submission packages;
- Create/maintain public comment documentation and records of stakeholder engagement.

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

If ordered, the Vendor may provide data analysis to inform program design and resource allocation.

Anticipated Deliverables:

- Unmet needs assessments, market studies, gap analyses, and resource allocation reports
- Geospatial data products, including maps, visualizations, and dashboards to support decision-making and public reporting
- Data integration from multiple sources (e.g., FEMA, SBA, NFIP, local government data) to support comprehensive needs assessments

5.2.8 TASK 8 – Program Performance Monitoring and Evaluation

If ordered, the Vendor may assist with performance tracking and program evaluation activities.

Anticipated Deliverables:

- Program-specific timelines, milestone tracking tools, and progress reporting templates
- Performance metric tracking systems and compliance monitoring tools
- Disaster Recovery Grants Reporting (DRGR) support and execution

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

If ordered, the Vendor may assist with technical assistance, monitoring, and documentation to maintain compliance with applicable requirements, including but not limited to civil rights, fair housing, labor standards, and historic preservation.

Anticipated Deliverables:

- Section 3 compliance tracking tools and reporting templates
- Fair Housing, civil rights, and Affirmatively Furthering Fair Housing documentation
- Labor standards monitoring tools, wage verification processes, and Davis-Bacon/Copeland Act compliance resources
- Documentation to support compliance with National Objectives, including LMI benefit, slum/blight prevention, or urgent need
- Historic preservation compliance documentation, including Section 106 consultation records, project review forms, coordination with the State Historic Preservation Office (SHPO), and mitigation agreements where applicable

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5.2.10 TASK 10 – Audit Readiness and Monitoring Support

If ordered, the Vendor may assist with preparing for monitoring visits, audits, and corrective action implementation.

Anticipated Deliverables:

- Readiness review tools and checklists for program files, systems, and documentation
- Draft responses to monitoring reports, audit findings, or compliance inquiries
- Corrective action plans and tracking tools

5.2.11 TASK 11 – Technical and Engineering Support for Infrastructure and Housing Projects

If ordered, the Vendor may provide technical expertise to support project development, review, and compliance.

Anticipated Deliverables:

- Reviews of engineering plans prepared by subrecipients
- Review or development of cost estimates
- Review or development of feasibility studies
- Compliance assessments for infrastructure and mitigation projects
- Feasibility analysis of infrastructure, economic development, and housing projects
- Construction progress inspections of infrastructure, economic development, and housing projects

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

If ordered, the Vendor may provide targeted training and technical assistance to support program implementation.

Anticipated Deliverables:

- Regulatory compliance training sessions for DCR staff, subrecipients, and partners
- Updated training materials, guidance documents, and instructional resources
- Application intake support, eligibility review assistance, and program interpretation resources
- Tools to promote transparency, reporting, and accountability

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

If ordered, the Vendor may assist with developing, implementing, and overseeing relocation programs, including compliance with the Uniform Relocation Act (URA) and Optional Relation Assistance.

Anticipated Deliverables:

- Relocation policies, procedures, SOPs, and workflows

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- Technical guidance to inform SOR system workflows (excluding software development)
- Application review tools for relocation eligibility and benefit determinations
- Required relocation notices, compliance monitoring tools, and corrective action resources Training materials and sessions for staff and program partners

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

If ordered, the Vendor may assist with developing and implementing communication materials, public information resources, and outreach tools to promote program awareness, transparency, and accessibility.

Anticipated Deliverables:

- Public information materials, including fact sheets, flyers, FAQs, and website content
- Standardized templates for press releases, stakeholder notices, and public updates
- Outreach materials tailored for impacted communities, including language translation and accessibility accommodations
- Guidance documents to support consistent external messaging and branding
- Communication protocols for crisis communication, public inquiries, and media responses
- Support for public meetings, stakeholder engagement, and community outreach events

5.2.15 TASK 15 – Grant Management

If ordered, the Vendor may assist with managing and implementing programs described in the State's CDBG-DR Action Plan.

Anticipated Deliverables:

- Facilitate subrecipient contracting, compliance, and closeout activities
- Provide tools to facilitate subrecipient compliance and reporting

5.2.16 TASK 16 – Technical Systems Specification & Project Management

If ordered, the Vendor may assist with designing and detailing technical specifications for DCR's System of Record.

Anticipated Deliverables:

- Workflow and technical specification documentation
- Project management and monitoring of the SOR

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The selected Vendor(s) will perform, or cause to be performed, NEPA compliant HUD environmental reviews for projects that receive subrecipient awards under programs including infrastructure, economic revitalization, multi-family, workforce housing, and hazard mitigation set aside programs. The awarded Vendor(s) will support the responsible entity and local communities identifying the appropriate environmental review level and preparing the subsequent environmental review compliant with 24 CFR 58. Vendors must provide a unit cost price for each of the following levels of environmental review which may be necessary under these programs:

- Exempt
 - Categorically Excluded Not Subject to §58.5
 - Categorically Excluded Subject to §58.5
 - Environmental Assessment
 - Environmental Impact Statements
- Additionally, the selected Vendor(s) must provide a reevaluation cost for each of the aforementioned environmental review levels.

Anticipated Deliverables

- Environmental Review Level Identification and Environmental Review Completion Timeline
 - DCR will work with awarded subrecipients under the program and the selected Vendor(s) to determine the necessary level of environmental review and a completion timeline for the environmental review. Depending on the level of review and the scope of the project being reviewed, project timelines may be identified as subject to assumptions by the selected Vendor(s).
- Environmental Review Completion
 - Environmental reviews will be completed in compliance with the laws and authorities outlined in 24 CFR 58 and any relevant local and/or state requirements. Any and all studies required to complete the compliant environmental review are the responsibility of the selected Vendor(s).
- Reevaluation of Reviews as Necessary

When reevaluation is required for a previously completed environmental review, the Vendor is expected to provide a separate rate for reevaluation of each type/level of environmental review.

5.3 TASK ORDER METHODOLOGY

DCR will issue task orders, as the need arises, to at least two vendors qualified in that category and seek responses. The vendor will be selected based on best value to the State, considering qualifications, pricing, proposed methodology for completing the task, and total not-to-exceed amount. DCR may request and consider references for Vendors' previous work, updated financial information, litigation history, and any other information it deems relevant. Information submitted as part of this RFP should not need to be resubmitted. All task orders shall be in writing, and shall include a scope of services, a list of tasks to be performed by the Vendor, a time schedule, a list of deliverables, if any, and such other information or special conditions as may be necessary for the work requested.

5.4 TRANSITION ASSISTANCE

If the contract, or any part thereof, is not renewed or is terminated for any reason, or as part of the closeout process, the Vendor shall provide, at DCR's sole discretion, immediate and ongoing transition assistance to the new Vendor until the project (task order) is complete.

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6.0 CONTRACT ADMINISTRATION

6.1 PROJECT MANAGER AND CUSTOMER SERVICE

The Vendor shall designate and make available to the State a Project Manager. The project manager shall be the State's point of contact for contract related issues and issues concerning performance, progress review, scheduling, and service. The services of the Project Manager will not be invoiced. The Project Manager will be a representative of the Vendor authorized to make decisions on its behalf.

6.2 PERFORMANCE

The Contract Administrator for the State will conduct quarterly performance reviews of performance under the contract. The format and content of the quarterly review will be shared with the Vendor Project Manager. The quarterly performance reviews will assess the Vendor's compliance with the Scope of Work (task order) and the individual performance of contract staff as needed. The performance reviews may include requirements of the Vendor to take corrective action related to staff performance.

6.3 DISPUTE RESOLUTION

The parties agree that it is in their mutual interest to resolve disputes informally. A claim by the Vendor shall be submitted in writing to the State's Contract Administrator for resolution. A claim by the State shall be submitted in writing to the Vendor's Project Manager for resolution. The Parties shall negotiate in good faith and use all reasonable efforts to resolve such dispute(s). During the time the Parties are attempting to resolve any dispute, each shall proceed diligently to perform their respective duties and responsibilities under this Contract. If a dispute cannot be resolved between the Parties within thirty (30) days after delivery of notice, either Party may elect to exercise any other remedies available under this Contract, or at law. This term shall not constitute an agreement by either party to mediate or arbitrate any dispute.

6.4 CONTRACT CHANGES

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

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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

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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>			

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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

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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.

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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)

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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.

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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.

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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 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.

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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

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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

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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

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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.

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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

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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

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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

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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 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 Disability 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

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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.

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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,

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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

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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.

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- 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.

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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.

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- 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

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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>.

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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

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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).

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- 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

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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.

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Vendor: IEM International, Inc.**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:

Not Applicable

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.:

Not Applicable

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 performing services under the Contract outside of the United States ☒ YES ☐ NO

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:

All work will be performed in the Continental United States. Work locations will be determined by North Carolina DOC needs. Work is expected to be performed at project sites, client offices, intake offices, or any number of remote locations based on location of staff.

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Vendor: IEM International, Inc.**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**

Proposal Number: Doc1677946894

Vendor: IEM International, Inc.

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

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

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

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

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



Signature of Vendor's Authorized Official

Keith Reynolds, Director Contract Operations and Compliance

Name and Title of Vendor's Authorized Official

8/26/2025

Date

Proposal Number: Doc1677946894

Vendor: IEM International, Inc.

ATTACHMENT G: DISCLOSURE OF LOBBYING ACTIVITIES

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

Not Applicable

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Vendor: IEM International, Inc.

ATTACHMENT H: EXPERIENCE

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

Example 1	
Client Name:	
Program:	
Brief Description of Services Rendered:	

Example 2	
Client Name:	
Program:	
Brief Description of Services Rendered:	

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Example 3	
Client Name:	
Program:	
Brief Description of Services Rendered:	

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Vendor: IEM International, Inc.

OFFER CHECKLIST

Vendors shall be deemed non-responsive and their offer not considered for any one of the following:

- Late Offer
- Failure to submit all required Financial Information (see Section 4.11)
- Failure to sign the offer
- Failure to submit pricing
- Engaging in prohibited communications (see Section 3.2)

Offer Checklist:

1. Signed Offer. Submit the complete RFP, not just the signature page.
2. Signed Addenda, if any.
3. Statement of Qualifications (see Section 2.7), including a title page, table of contents, narrative response, resumes and bios, and examples of prior work (Attachment H).
4. Financial Documentation (see Section 4.11).
5. Attachment A: Task Order Categories. Identify categories for which you are bidding and the corresponding pricing.
6. Attachment D: Location of Workers Utilized by Vendor.
7. Attachment E: HUB Supplemental Vendor Information.
8. Signed Attachment F: Certification for Contracts, Grants, Loans, and Cooperative Agreements.
9. Signed Attachment G, if applicable: Disclosure of Lobbying Activities (OMB Standard Form LLL)
10. Attachment H: Experience.
11. Redacted version of the proposal labeled with the word REDACTED in document name (see Section 2.6).
12. List of Errata and Exceptions, if any (see Section 2.3).

*Please review Section 3.4, Evaluation Criteria, to ensure all criteria have been addressed in your proposal.

This Offer Checklist is provided as a courtesy, but the Vendor is solely responsible for ensuring all requested and required information is submitted.



NC DEPARTMENT
of COMMERCE
COMMUNITY REVITALIZATION

Josh Stein
GOVERNOR

Lee Lilley
SECRETARY

Stephanie McGarrah
DEPUTY SECRETARY

BID ADDENDUM

August 26, 2025

FAILURE TO RETURN THIS ADDENDUM MAY SUBJECT YOUR BID TO REJECTION

Solicitation Number	Doc1677946894
Solicitation Description	Staff Augmentation
Addendum Number	1

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

CHANGE TO SOLICITATION:

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

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

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

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

RESPONSE TO QUESTIONS:

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

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

Addendum 1_Staff Augmentation

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

Addendum 1_Staff Augmentation

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

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

Addendum 1_Staff Augmentation

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

Addendum 1_Staff Augmentation

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

Addendum 1_Staff Augmentation

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

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

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

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

		the weights be shared with vendors?	
72	2.6 RFP Submittal Page 8	If a vendor experiences technical issues with the eProcurement portal on the submission deadline, is there an alternate method (e.g., email submission) permitted as backup?	Pursuant to 01 NCAC 05B .0303, e-mail, facsimile, and telephone offers shall not be accepted in response to a Solicitation that is required to be sealed pursuant to Rule .0301. Vendors should not wait until the submission deadline to begin submitting through the portal. Submit well in advance with plenty of time to call the helpdesk for assistance. For training on how to use eProcurement Sourcing, https://eprocurement.nc.gov/training/vendor-training . Questions or issues related to using eProcurement Sourcing must be directed to the eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM ET
73	2.7 Proposal Contents, Page 9	Can the vendor include cover letter with the submittal?	Yes
74	18 Subcontracting, Page 46	Is it permissible for a firm to be included as a subcontractor on another firm's response in addition to submitting its own proposal as a prime respondent?	Yes. DCR will ensure there are no conflicts of interest when issuing task orders and making selections.
75	18 Subcontracting, Page 46	Are subcontractors required to complete the attachment forms as well, or is that only required of the prime respondent?	The prime respondent is the responsible entity, so it is only required of the prime respondent for now. Information from subcontractors, such as the lobbying certification, may be required upon contract.
76	3.5 Performance Outside the United States, Page 14	Should the completed form required, Attachment D, be included in the upload of the entire RFP document via the Ariba procurement portal or	See response to Question #21. The entire offer, one (1) pdf file, should be uploaded in eProcurement Sourcing in Section 5.1 VENDOR OFFER.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Execute Addendum:

VENDOR: IEM International, Inc.

AUTHORIZED SIGNATURE:

NAME and TITLE (Print or Typed): Keith Reynolds, Director Contract Operations and Compliance

DATE: 8/28/2025

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4.0 Narrative Response: Vendor Qualifications and Approach



IEM International, Inc. (IEM) is proud to submit our proposal to the North Carolina Department of Commerce (DOC) to support the Department of Community Revitalization (DCR) in the State's recovery from Hurricane Helene. As a North Carolina-based business, we have seen firsthand how the storms have impacted residents across the State. We are committed to North

Carolina's recovery. We would be honored to partner with DCR to support the administration and implementation of the \$1.4 billion Community Development Block Grant funding for Disaster Recovery (CDBG-DR).

More than 600 grantees have trusted IEM to manage over \$279 billion in federal funding, including \$19.3 billion in CDBG-DR grants. Our team has effectively, efficiently, and compliantly supported CDBG-DR grantees across the full spectrum of eligible activities. For your consideration, the following submission includes vendor qualifications, subsequent experience, approaches to each task, and experience indicating a proven track record of delivering CDBG-DR programs and tasks quickly, compliantly, and within budget. The IEM team stands ready to support any task order assigned across all tasks contemplated in the RFP.

4.1 Brief History of the Organization



IEM has managed
\$279 billion
in federal funds



Including
\$19.3 billion
in CDBG-DR funds



182,00 residents
back in their homes through
IEM-led CDBG-DR programs

IEM has pioneered disaster recovery and emergency management strategies for over 40 years. From the start, IEM's mission has been to create a safe, secure, and resilient world. Founded by Madhu Beriwal in 1985, IEM has provided innovative, compliant, and community-focused solutions for decades. We have directly overseen local and state grant programs—including \$19.3 billion in CDBG-DR funding—and built long-standing relationships with the U.S. Department of Housing and Urban Development (HUD), the U.S. Department of the Treasury, Federal Emergency Management Agency (FEMA), and other federal agencies. As communities prepare for, respond to, and recover from some of the worst disasters in U.S. history, IEM remains a trusted partner to federal agencies, states, counties, and cities nationwide.

IEM is headquartered in Raleigh, North Carolina, and is registered within the State of North Carolina as a Historically Underutilized Business (HUB) with more than 875 employees. At its core, IEM remains grounded in its founding principles: a commitment to public service, a belief in data-driven decision-making, and a relentless pursuit of solutions that protect lives and strengthen communities. IEM stands not only as a leader in emergency management but as a trusted partner in shaping the future of resilience.

We recognize the significant responsibility of supporting the Department of Community Revitalization's (DCR) management of over \$1.4 billion in CDBG-DR funding. We will collaborate with the DCR to ensure the recovery is completed correctly and provide any assistance to facilitate this process.



4.1.1 Conformity with Specifications and Ability to Meet Minimum Requirements

IEM confirms that we meet and exceed all the qualifications outlined in the RFP. **IEM has successfully managed over \$277 billion in federal funding, including \$19.3 billion in CDBG-DR funding, and has supported significant recovery efforts nationwide.** Our team works to exceed customer expectations, develop strong relationships, and maximize outcomes. This has resulted in **a high rate of 74% repeat business and renewed contracts.**

We pride ourselves on delivering the highest-quality services on time and on budget, while continually measuring our performance and finding ways to improve. IEM and our highly qualified program partners bring decades of experience providing services for projects and programs of similar scope and scale nationwide. We will be available to support DCR between 8:00 a.m. and 5:00 p.m. ET, Monday through Friday, and beyond for urgent, virtual, and in-person, wherever indicated. Our team's points of contact for this delivery are listed below:



Marion McFadden
Vice President, Disaster Recovery
Marion.McFadden@iem.com
202.281.6998



Allison Veillette
Senior Contract Administrator
Allison.Veillette@iem.com
225.952.8284

4.1.2 Financial Stability and Solvency

As of this proposal's submission date, no known events, liabilities, or contingent liabilities could affect IEM's financial ability to fulfil this contract.

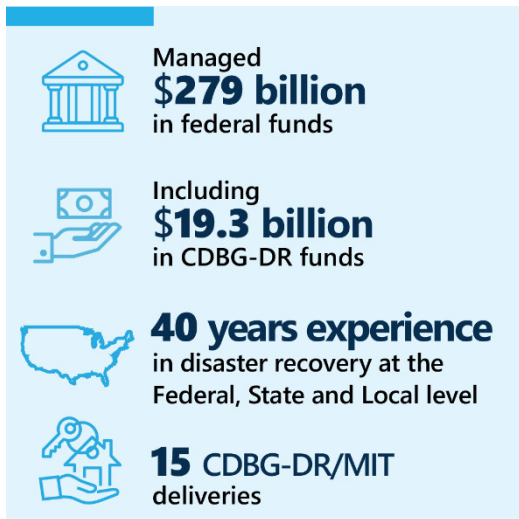
We include confidential audited statements in Section 7.2 of this proposal as required.

4.1.3 Ability and Capacity to Perform the Work

In addition to IEM's team of more than 850 industry experts, we have partnered with other industry experts to ensure that, no matter what the task, we can respond if DCR requests augmentation or support. Our partners include:

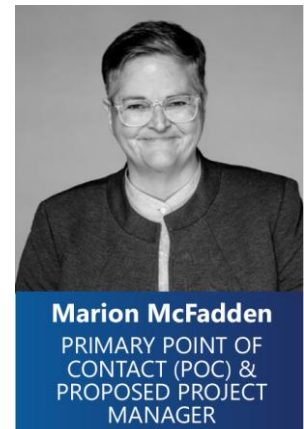
CONFIDENTIAL. N.C. Gen. Stat. § 66-152 and N.C. Gen. Stat. §132- 1.2.

4.2 Relevant Experience with HUD-Funded Programs



IEM brings deep expertise in administering and managing relevant HUD-funded programs, offering DCR a trusted partner to support the full spectrum of recovery operations. Our team includes former HUD and HUD-Office of Inspector General (OIG) officials, certified grant management specialists, and legal experts with extensive knowledge of 2 CFR Part 200, HUD's cross-cutting federal regulations, and relevant policies and requirements. We have unparalleled experience with regulations governing funds from HUD's Office of Community Planning and Development (CPD), including notices, waivers, and available flexibility that can be leveraged to maximize recovery resources. Our team will closely monitor the evolving regulatory landscape to ensure the latest CDBG-DR regulations, HUD guidance, and industry best practices inform North Carolina's recovery.

Leading this effort is Marion McFadden, a nationally recognized expert in affordable housing and disaster recovery, and IEM's Vice President for CDBG-DR. With over 25 years of experience in HUD programs, Marion previously oversaw all 107 CDBG-DR grantees nationwide, developed the inaugural Universal Notice, managed CPD's multibillion-dollar federal grant programs for over 1,200 grantees, including CDBG, HOME, Emergency Solutions Grants Program (ESG), and Continuum of Care (CoC) Program, and served as CPD's program counsel. Her leadership ensures that IEM's strategies are grounded in deep regulatory insight, sound compliance, and practical experience.



IEM brings experience with administering and implementing CDBG-DR programs that align with the State of North Carolina's Action Plan priorities—housing, infrastructure, economic revitalization, public services, and planning. Since the inception of CDBG-DR, our team has been at the forefront of major recovery programs, managing billions in funding to support housing, infrastructure, and economic recovery initiatives at all levels of government.

As an industry leader, we bring a wealth of knowledge, lessons learned, and best practices gained through decades of hands-on work and lived experiences. We've achieved this expertise through serving in the recovery of every major national disaster since 2001. IEM's support to communities has helped deliver the fastest housing program results in CDBG-DR history, compliant programs with zero clawbacks, and the maximization of funding streams across programs. Our work spans from large-scale state programs to local initiatives, and we have consistently demonstrated our ability to meet HUD's rigorous requirements while tailoring implementation to the unique needs of each community.



4.2.1 Experience with Other Disaster Recovery Work

IEM understands how CDBG-DR funding works alongside FEMA PA, Hazard Mitigation, and programs managed by the U.S. Army Corps of Engineers and Small Business Administration. This includes navigating the complexities of federal reporting, benefits duplication, environmental reviews, and program design while maintaining transparency. We maximize federal resources and ensure seamless program implementation by aligning our approach with short-, medium-, and long-term recovery efforts. We share the DCR's sense of urgency and are ready to begin immediately, recognizing the importance of timely and well-coordinated action.

IEM is the leading firm utilizing funds from the Federal Emergency Management Agency (FEMA) and the U.S. Department of Housing and Urban Development (HUD). It is also one of the few companies nationwide connecting short-term response efforts under FEMA and long-term recovery activities under HUD.

IEM Experience In Expanding CDBG-DR by matching to other resources ...

CONFIDENTIAL. N.C. Gen. Stat. § 66-152 and N.C. Gen. Stat. §132- 1.2.

4.2.2 Examples of Projects of a Similar Type and Size Within the Last Five Years

IEM shows the staff augmentation projects of a similar type and size in the **following table**.

Project	Disaster	Grant Value	Residents Served	Homes Completed
CONFIDENTIAL. N.C. Gen. Stat. § 66-152 and N.C. Gen. Stat. §132- 1.2.				

	Participants	Projects
CONFIDENTIAL. N.C. Gen. Stat. § 66-152 and N.C. Gen. Stat. §132- 1.2.		

IEM has over 40 years of experience designing, administering, and implementing disaster recovery programs across the United States, including HUD-funded CDBG-DR/MIT initiatives, FEMA Public Assistance (PA) and Hazard Mitigation Grant Program (HMGP), and state and local disaster recovery operations. IEM has managed over \$277 billion in federal grant assistance programs for over 17 million applicants across all 50 states and five U.S. territories. IEM has never had funds clawed back for non-compliance, reflecting a spotless record in grant stewardship.

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IEM's track record in CDBG-DR is second to none. **As an industry leader, we have been at the forefront of most disaster recovery efforts since 2001**, providing innovative solutions and applying best practices to accelerate recovery. IEM has managed over \$19.3 billion in CDBG-DR funding across 15 CDBG-DR and CDBG-MIT contracts. Our primary focus is delivering the highest level of customer service to the individuals, families, and communities recovering from disasters and in compliance with applicable federal, state, and local regulations and laws. In-depth case studies for some of our recent projects of similar size and scope can be found in **Attachment H**.

4.3 Proposed Methodology and Technical Proposal

4.3.1 Contract Staffing Plan

IEM and our team are home to thousands of industry experts who have been part of recovery efforts since the creation of the sources that fund them. We employ staff who bring their own portfolio of experience, lessons learned, best practices, and subject matter expertise to bolster IEM's experience in this field. The key staff members highlighted in our staffing plan align closely with the current scope and anticipated deliverables that DCR has highlighted. However, **upon receipt of a task order from DCR, we will closely study the scope, desired outcomes, and deliverables needed to deliver quick, compliant, and cost-effective work. The staff ultimately selected to support the idea that delivery may vary, but the outcomes achieved will not.** IEM delivers consistent, quality, and noteworthy projects for our 600+ clients, many of which are repeats; we look forward to doing the same for every task order that DCR assigns.

The chart provided in demonstrates our current staffing plan for supporting each of DCR's identified tasks. Support staff are also available to increase capacity as needed by DCR. IEM maintains an in-house recruiting department experienced in **Figure 4.6** rapidly building teams to deploy for disaster response and recovery operations. Through this recruiting team, we can quickly supplement any project staffing needs via a streamlined process that relies on structured procedures to define, identify, screen, interview, hire, and retain staff. When hiring staff for our disaster recovery program clients, we first focus on hiring survivors in the region we are supporting, adding to the economic revival of the area we are assisting.

4.3.2 Ensuring Quality and Timely Services

To ensure IEM delivers quality and timely services to DCR, we follow a structured and disciplined approach grounded in project management best practices, quality assurance frameworks, and client-focused, survivor-driven service delivery. This includes:

Proven Project Management Methodologies

- Within the first three months of our contract, **IEM saved the State of New York \$11 million by reducing inflated staffing and red tape from the program processes. We disbursed more program dollars in the first 3 months of the contract than had been disbursed in the year before its startup.**
- From April 2017 to January 2021, IEM led the program management services team for Louisiana's CDBG-DR-funded housing recovery. Within ten months, we completed eligibility and award determinations on 45% of the active program population. **No housing assistance program in U.S. history has ever moved that quickly.**

Dedicated Task, Program, and Project Teams

- As the table in Section 4.6 indicates, we have identified specialized and dedicated individuals and leads for each task to support DCR.
- Once staff are assigned to support DCR in a delivery, barring extemporaneous circumstances, these individuals will be supporting through closeout. **IEM is committed to allocating dedicated staff to our clients; we do not practice bait-and-switch tactics with staff once they are assigned.**

Quality Assurance, Oversight, and Compliance Controls

- IEM has managed over \$19.3B across CDBG-DR programs and operated with a less than 0.1% error rate.
- Our program oversight and compliance controls have ensured our clients' programs **have never been subject to an OIG finding, clawbacks, or repayment of funds.**

Innovative Technology-Driven Solutions

- For over 40 years, we have been in the disaster recovery and emergency management fields, identifying risks, compliance issues, and outright failures in existing technologies. From there, we have created a cadre of IQ software solutions to support our client deliveries and ensure that every grantee is compliant, audit-ready, **and a good steward of federal funds.**
- With over 17 years of experience using our in-house software solutions and working with other systems prevalent in the industry, **we have become experts at designing, creating, and supporting innovative technology solutions to help facilitate the compliant and successful delivery of federally funded programs.**

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Strong Communication, Reporting, and Forecasting

- IEM prides itself on its forecasting tools, which it utilizes in many aspects of its deliveries. This includes pricing development for our clients. Our pricing is fair and typically more accurate than that of many of our competitors. **We take the time to scope out the work and utilize our average level of effort derived from**

supporting over 600 grantees in the delivery of their programs. This allows us to create realistic pricing based on the scope and assumptions we are provided or can derive from publicly available information.

- We practice transparency across our deliveries and encourage clients to do the same with program outcomes. IEM has learned that early wins foster a positive perception and reception of our programs: They demonstrate our commitment to communication, accountability, and transparency, helping build residents' comfort levels. The success of this approach was demonstrated with the Louisiana Office of Community Development, where our programs received only 371 complaints from 51,895 respondents (0.7%).

Targeted Community Engagement and Outreach

- In Texas, for the General Land Office's (GLO) Homeowner Assistance Program in 2024, IEM covered some of the most rural and disadvantaged regions in the HGAC-E and Deep East Regions of Texas. Regardless, within the first 90 days of the contract, we coordinated 53 grassroots public outreach events, distributed mailers to 18,000 households in 13 counties, and engaged over 430 non-profit groups.
- In 2018, IEM supported the launch of Rebuild Florida – Irma. IEM staffed and managed three (3) mobile intake centers to execute 72 mobile outreach events across 23 counties and 47 cities. With local government, nonprofit, and private sector partners, we added 174 outreach events across 14 counties and 31 cities.

4.3.3 Ramping Up Services Across Task Order Categories

IEM utilizes an internal ramp-up methodology developed over 40 years of disaster recovery and emergency management contracts we have delivered. This structure ensures that whenever DCR issues a task order for any of the 17 tasks outlined in the RFP, IEM can staff, allocate resources, and activate to deliver immediate value while maintaining compliance with DCR, program, HUD, and CDBG-DR requirements. The approach is phased, scalable, and adaptable to the specific requirements of each task.

Phase 1 – Mobilization and Task Readiness

- Within two business days of awarding a task order, we will mobilize the key staff responsible for initiating and aligning tasks. Our project manager will also be ready to support contractual needs and conduct performance and delivery oversight.
- Each of the 17 tasks has been mapped to staffing requirements, technology needs, and SOPs/workflows/toolkits. This framework will allow us to deploy services in parallel with multiple tasks where dependencies allow.
- Specialists in engineering, environmental review, housing, finance, monitoring, and program compliance and management are identified, pre-vetted, and will be available on-call. This allows us to activate tasks within a task order within 48 business hours.

Phase 2 – Task Initiation and Prioritization

- Where feasible, tasks will be initiated on parallel tracks to allow DCR the confidence to issue task orders with multiple tasks assigned to prioritize. Duplication of Benefits (DOB) and monitoring would be higher priority items that could be initiated in parallel to prevent downstream eligibility or audit risks.
- A template-driven start-up will support rapid initiation for DCR. Our HUD-compliant SOPs, checklists, and toolkits will be deployed to accelerate the implementation of each task and get these into DCR's hands for review without extensive development time.

Phase 3 – Scaling Across Tasks

- Subject matter experts will be layered into each task area to provide depth of expertise, while cross-trained generalists support surge needs.

- We will adjust staffing intensity to match task demand. For example, if housing counseling or feasibility studies experience higher-than-anticipated volume, additional resources can be shifted without affecting other tasks.
- Our program management platforms will be configured to simultaneously accommodate all 17 tasks, enabling real-time progress tracking, compliance oversight, and performance reporting across the portfolio.

Phase 4 – Continuous Improvement and Quality Control

- Weekly reports will provide transparency into the activation and performance of each task, including staffing, output, and risks.
- Each task order will undergo a 30-day review after activation to assess whether resources and processes are fully optimized.
- All activities will be tracked per HUD and federal requirements to ensure readiness for state, federal, or OIG review.

4.3.4 Task Order Categories

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

Clear, concise, and easily understood policies and procedures are the backbone of any successful program. However, it is also true that policies and procedures rapidly change in response to program needs and contingencies. The ability to effectively adapt, implement, and manage those changes will make or break even the most well-structured programs.

IEM's CDBG-DR policy development SMEs will come prepared with an extensive repertoire of ready-to-tailor policy and procedure manuals to jump-start our support of DCR and its programs and support effective and efficient program production. In coordination with DCR, IEM's Policy Officer, Sydney Gilliam, and their team will tailor and maintain our existing repository of time-proven and audit-tested policies and procedures specific to each CDBG-DR program in DCR's portfolio. IEM's policy and procedure development and maintenance process will enhance the overall capacity of program staff and solidify continuity throughout the program, while ensuring compliance with Federal, State, and Local regulations.

Once we have completed our review and updates, we will submit a draft to DCR for review. IEM will make any necessary changes to the policy documents until the DCR is satisfied with the finished product. IEM will ensure that all relevant parties are notified of all policy changes, and we will organize and deliver any necessary training on these changes to staff, stakeholders, contractors, and any other entity. Through developing programmatic SOPs from intake to closeout, we will build a library of reference material for staff to use in their daily program implementation. This will ensure all CDBG-DR activities are carried out in compliance and efficiently.

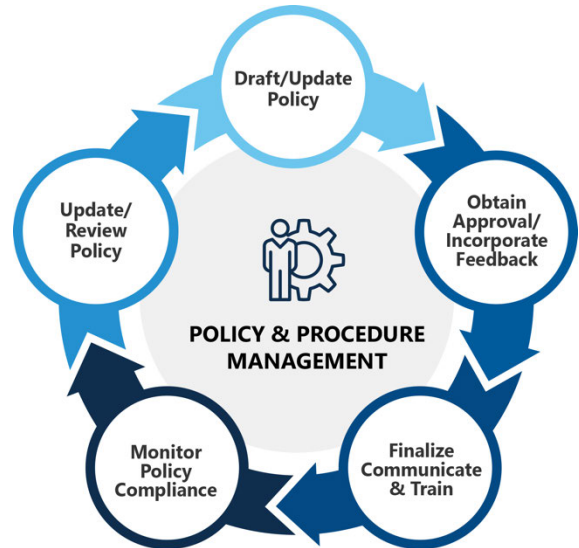
IEM will provide SOPs for all program operations and processes to complete program implementation. IEM will provide training and FAQ sheets related to policy changes/updates. We will develop SOPs from intake to closeout, including programmatic elements such as reporting, compliance, monitoring, and other vital processes of CDBG-DR program implementation.

Program-Specific Policies

Our program policy development process will be primarily and centrally managed by Sydney Gilliam, JD, PMP – Policy Officer, with Project Management oversight, input from subject matter experts, and full PMO and Advisory support. Our Compliance and Monitoring team will review all standards, guidelines, and policy documents to ensure alignment with all HUD and Federal cross-cutting requirements and Federal, State, and Local regulations.

Our team will ensure that policies and procedures are specific to each program and its unique requirements and consistent with best practices for in-kind, federally funded grant programs. IEM will implement a review, development, and memorialization process that includes the following elements:

- Assessing applicable, existing policies and creating policies for similar programs to support continuity across program deliveries.



- Review funding source guidance and requirements – including Federal Register and CPD Notices - to ensure compliance.
- Examination of State laws, building codes, and municipal ordinances that inform program delivery requirements
- Utilization of time-tested IEM policy and procedure templates that are clear-cut, comprehensive, and customizable.
- Creation of thorough and unambiguous standard operating procedures and checklists for program delivery tasks that support efficient and compliant program delivery.
- Develop and maintain FAQs and “Tips and Tricks” materials that will be included with each policy and procedure document.
- Consideration of training requirements for all necessary parties at program onset and delivery in tandem with policy and procedure change alerts disseminated throughout the program.
- Itemization of forms and document templates that staff can easily access from our online policy and procedure library.

Program-Specific SOPs

Developing effective SOPs involves several key tasks.

1. IEM will work with DCR staff to identify the full scope and processes to be documented by mapping out the overall workflow, functions, and responsibilities.
2. Thorough research of existing policies, guidelines, regulations, and best practices that are relevant to each process will also be conducted.
3. IEM will involve subject matter experts and stakeholders who perform or oversee parts of each procedure to gather essential input and feedback.
4. IEM will then document each procedure's step-by-step instructions and guidelines in a clear, easy-to-understand format, using descriptive text and supplemental graphics as needed.
5. Along with outlining the roles and responsibilities of different parties performing or overseeing each task, methods such as forms, checklists, and regular monitoring will be established for tracking ongoing compliance.
6. Procedures for handling non-conformances, deviations, or necessary corrective actions will also be clearly specified. Once complete, we will work with DCR to obtain the required reviews and final approvals from leadership according to policy.
7. When processes or requirements change, procedures for implementing updates or revisions will be provided for review and approval. Once approved, we will train staff on new or revised SOPs and address any questions. Quality control checkpoints will be integrated throughout the process to uphold standards consistently.

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IEM provides usable SOPs with clear steps ensuring consistent quality.

Templates, Forms, and Checklists

A foundational element of IEM's success is the work invested in developing program operating materials. Our extensive work in this area has resulted in a robust library of policies, procedures, templates, and other documentation that can be quickly customized to meet DCR's needs. IEM will use standardized policy and procedure templates created and updated to be user-friendly, straightforward, and functional—but also customizable. The SOPs will provide a detailed narrative on the processes for each step in the program. This will outline who is responsible for what and provide specific guidance on each process step.

Throughout the duration of the program, policy changes will arise. In these instances, the SOPs will be revised accordingly. These changes will be documented in the SOPs change log. Training and additional reference material (such as FAQs or help guides) will be developed and provided so program staff can familiarize themselves with policy updates.

Standardized Reporting Structures for HUD, State, and Federal Reporting

The IEM team was part of the group tasked with designing the Disaster Recovery Grants Reporting (DRGR) training products through a HUD Community Compass (CC) Technical Assistance (TA) assignment, so we were afforded a first look, review, and testing of the new modules before and during rollout. As a result, the transition into DRGR was relatively smooth for our team, and we continue to learn new elements and capabilities of the system today to ensure we are ready to support our clients at every turn. We have created our reporting templates around the DRGR fields to ensure ease of pulling out our System of Record (SOR) and uploading it into DRGR.

Our team uses the DRGR system to provide monthly expenditure reports to HUD for our HUD CC assignments. Similarly, performance measures, objectives, and deliverables will be defined when DCR issues task orders. We will continuously track and manage subtasks and the development of products and deliverables during each task order delivery, and report on the activities conducted to reach the stated outcomes. We will support DCR in reporting this progress quarterly via

Quarterly Progress Reports (QPRs) in DRGR. As a long-time user of DRGR and submitting QPRs, all reporting done at IEM is structured with these submission portals in mind to minimize time from reporting to submission into DRGR – an example shown in the **graphic above**.

For Section 3 tracking, we are committed to hiring low- and very low-income residents (by HUD standards). IEM will work with DCR and all its contractors, subrecipients, and other agencies to prioritize hiring qualified local applicants to provide economic stability to residents and meet or exceed DCR's Section 3 hiring goals. IEM will support DCR and ensure all contractors and other agencies complete quarterly Section 3 reporting, as required, to include:

- The total number of labor hours worked by all workers.
- The total number of labor hours worked by Section 3 workers; and
- The total number of labor hours worked by Targeted Section 3 workers.

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IEM's Submission Portals

To ensure DCR is compliant in reporting its Fair Housing requirements, we can utilize our compliant reporting template or “categorized pull” that will report on the required elements to meet all fair housing requirements as outlined in:

- Title VI of the Civil Rights Act of 1964
- Fair Housing Act (Title VIII of the Civil Rights Act of 1968)
- Section 504 of the Rehabilitation Act of 1973
- Americans with Disabilities Act (ADA)
- Age Discrimination Act of 1975
- Executive Orders 11063 and 12892
- Violence Against Women Act (VAWA)

Working with DCR, we will ensure that any program policies and procedures regarding fair housing meet state and local regulations. This will ensure that every program and project DCR takes on will comply with federal, state, and local regulations. As part of our Fair Housing reporting support to DCR, we can also ensure that DCR is taking proactive steps to affirmatively further fair housing, which can include:

- Analyzing impediments (AI) to fair housing choice.
- Taking actions to overcome identified impediments.
- Maintaining documentation of the AI and actions taken.
- Ensuring Consolidated Plans include Affirmatively Furthering Fair Housing (AFFH) compliance certifications.

All information gathered in the actions outlined above will be maintained in the SOR. IEM will ensure standardized reporting structures are in place or developed to pull regular reports, allowing DCR to ensure compliance and satisfy reporting requirements to HUD. IEM can also support DCR for the single-family housing program by reviewing Form HUD-9902 for any housing counseling activities.

Written Closeout Procedures

IEM can assist DCR with forming a closeout plan that includes detailed process outlines for audit engagements, both during and after program closeout, document management protocols for paper and electronic files, file and project closeout, and handling disallowed costs. Specifically, this includes workflows, procedures, checklists, and the rules that will govern each.

For closeout, we can institute an added quality control review before sign-off of closing the file or project to verify that all information is present, complete, and sufficient. This comprehensive file review confirms that all documentation is present, complete, accurate, and supports file documentation for compliance with national objectives, income targets, geographic and demographic criteria, and program policies and standards.

TASK 2 – Financial Compliance, Oversight, and Fraud Prevention

IEM prioritizes strict financial oversight and compliance to safeguard public funds and prevent fraud in CDBG-DR programs, ensuring we are always audit-ready. Our team brings extensive experience managing CDBG-DR funds and a proven track record in fund tracking, compliance, and fraud prevention. By fostering a culture of compliance and stakeholder engagement, we maximize the impact of federal funds and support practical disaster recovery efforts.

Our team includes former HUD officials, such as the former HUD Inspector General **Rae Oliver Davis, J.D.**, and **Dora Pleasant**, a Certified Public Accountant (CPA) and Certified Grants Management Specialist (CGMS). Ms. Davis has extensive experience enhancing institutional reputation and ensuring operational excellence, with specialized expertise in identifying, investigating, and preventing fraud, waste, and abuse. Ms. Pleasant has substantial experience establishing and managing grant programs, monitoring programs and subrecipients for compliance, and conducting audits. Ms. Davis and Ms. Pleasant have focused on addressing fraud in federally funded programs and possess comprehensive knowledge of 2 CFR and HUD CDBG-DR Universal Notice requirements.

Comprehensive Policies and Procedures for Fund Tracking, Separation Of CDBG-DR Funds, and Proper Accounting.

Our approach begins with a thorough regulatory review to ensure our policies exceed compliance standards. We collaborate with finance staff, program managers, and compliance officers to develop effective fund tracking and accounting policies. We'll implement procedures to clearly segregate CDBG-DR funds to enhance accountability, utilizing separate bank accounts as needed. A robust financial tracking system will be established, with guidance to assess current capabilities and ensure comprehensive transaction documentation. We will schedule regular policy reviews to adapt to regulatory changes and foster continuous improvement through feedback. The outcome will be clear: DCR-approved policies for fund tracking and accounting compliance, promoting consistency and transparency.

We'll provide ongoing support and training on CDBG-DR regulations, effective fund tracking, and financial reporting procedures to empower staff.

Establish GAAP-Compliant Accounting Methods for Separation of CDBG-DR Funds. The IEM team will collaborate with DCR to ensure GAAP compliance and update the dedicated chart of accounts for CDBG-DR funds, clearly distinguishing between expenditure types like "CDBG-DR Revenue," "Direct Program Expenditures," and "Public Infrastructure Projects." Regular reconciliations will be mandated to align recorded transactions with bank statements.

Establish Internal Controls to Ensure Proper Accounting. IEM will partner with DCR to strengthen financial integrity by implementing robust internal controls, including preventive and detective measures. We will clearly define roles to ensure segregation of duties, minimize errors or fraud, and establish transparent approval processes for all expenditures. This structured approach will enhance financial transparency and accountability in managing CDBG-DR funds.

Fraud, Waste, and Abuse Prevention Protocols and Detection Tools

As part of our program management plan, IEM will collaborate with DCR to uphold top fraud prevention, detection, and reporting standards. Our proactive approach emphasizes prevention and deterrence, utilizing data analytics and fraud prevention tools for effective monitoring. We will implement a comprehensive risk assessment framework to identify vulnerabilities and prioritize fraud prevention measures based on risk likelihood and impact.

FRAUD RISK MANAGEMENT PRINCIPLES

2. IEM performs comprehensive fraud risk assessments to identify specific fraud schemes and risks, assess their likelihood and significance, evaluate existing fraud control activities, and implement actions to mitigate residual fraud risks.

1. IEM establishes and communicates a Fraud Risk Management Program that demonstrates the expectations of the board of directors and senior management and their commitment to high integrity and ethical values regarding managing fraud risk.

3. IEM selects, develops, and deploys preventative and detective fraud control activities to mitigate the risk of fraud events occurring or not being detected in a timely manner.

4. IEM establishes a communication process to obtain information about potential fraud and deploys a coordinated approach to investigation and corrective action to address fraud appropriately and in a timely manner.

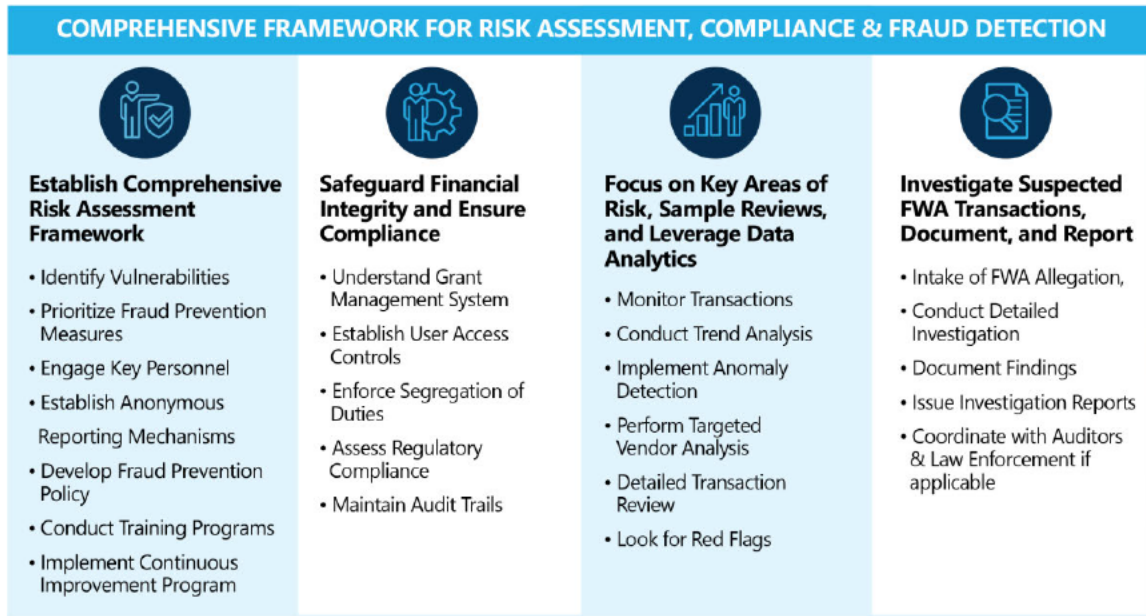
5. IEM selects, develops, and performs ongoing evaluations to ascertain whether each of the five principles of fraud risk management is present, functioning, and communicative to those responsible for taking corrective action.

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Leverage Data Analytics and Conduct Trend Analysis. Our Anti-Fraud, Waste, and Abuse (AFWA) strategy utilizes data analytics to detect financial anomalies and prevent fraud. We will monitor transactions for unusual spending patterns and employ predictive analytics to identify trends. Basic trend analysis will compare current expenditures with historical data to spot significant variances, while financial ratios will assess spending consistency. Document verification will ensure invoice accuracy, while vendor analysis will reveal fraudulent behaviors. A risk scoring system will prioritize high-risk projects, and whistleblower reports will guide investigations. Regular performance assessments, supported by analytics, will strengthen the integrity of CDBG-DR programs.

Implement Anonymous Reporting. To enhance our fraud prevention efforts, we deploy anonymous reporting mechanisms, such as a fraud hotline, a web-based fraud reporting form, and a dedicated email that allows stakeholders to report concerns discreetly. According to the Association of Certified Fraud Examiners (ACFE), implementing a combination of anonymous reporting mechanisms significantly enhances an organization's ability to detect, deter, and mitigate fraud, waste, and abuse.

The **figure below** shows an overview of IEM's Comprehensive Framework for Risk Assessment, Compliance, and Fraud Detection.



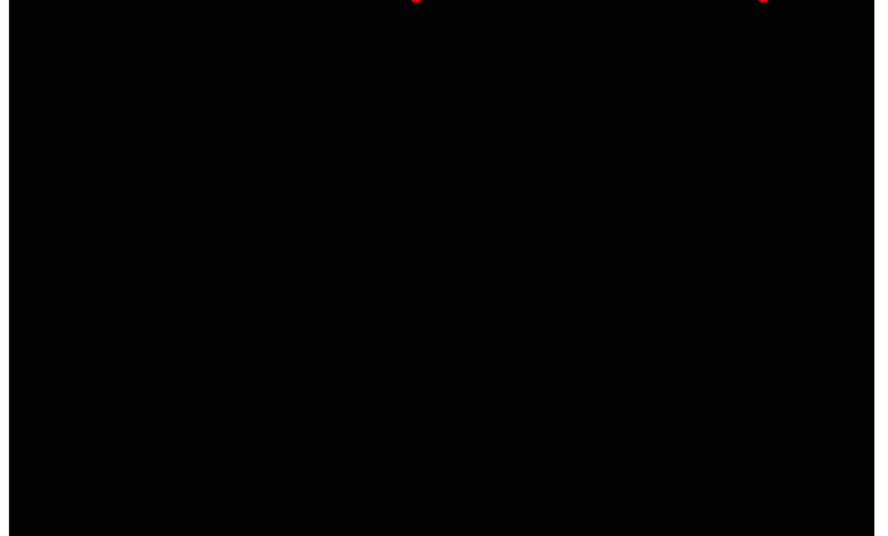
Safeguarding Financial Integrity

To safeguard financial integrity, we implement stringent role-based access controls to limit the manipulation of financial data. We enforce segregation of duties to prevent individuals from controlling all aspects of a transaction, further reducing fraud risk. Comprehensive audit trails will document all transactions and user actions, ensuring transparency and accountability.

Monitoring Plans and Tools for Financial Oversight of Subrecipients and Contractors

To ensure effective oversight of CDBG-DR-funded programs, we will create comprehensive monitoring plans and utilize tools for financial oversight of subrecipients and contractors – such as dashboards with funding activities and subrecipient/contractor progress reporting, as shown **to the right**. This framework will systematically evaluate the performance and compliance of DCR's CDBG-DR programs. **By setting clear objectives and measurable goals, identifying key performance indicators (KPIs), and conducting risk assessments, we will tailor our approach to address vulnerabilities and enhance accountability.** The plan will outline risk-based monitoring activities tailored to each program's risk level, establish regular compliance reviews, and promote

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IEM's Dashboards for Financial Oversight

stakeholder engagement to ensure regulatory adherence. Key Performance Indicators (KPIs) will track metrics like fund disbursement and program completion, supported by robust data collection methods.

Findings will be analyzed and compiled into structured Compliance Review Reports with actionable recommendations, fostering transparency and collaboration through feedback sessions. We will develop targeted action plans for any compliance issues, ensuring a continuous improvement cycle with ongoing staff training.

Federal and State Compliance Reviews

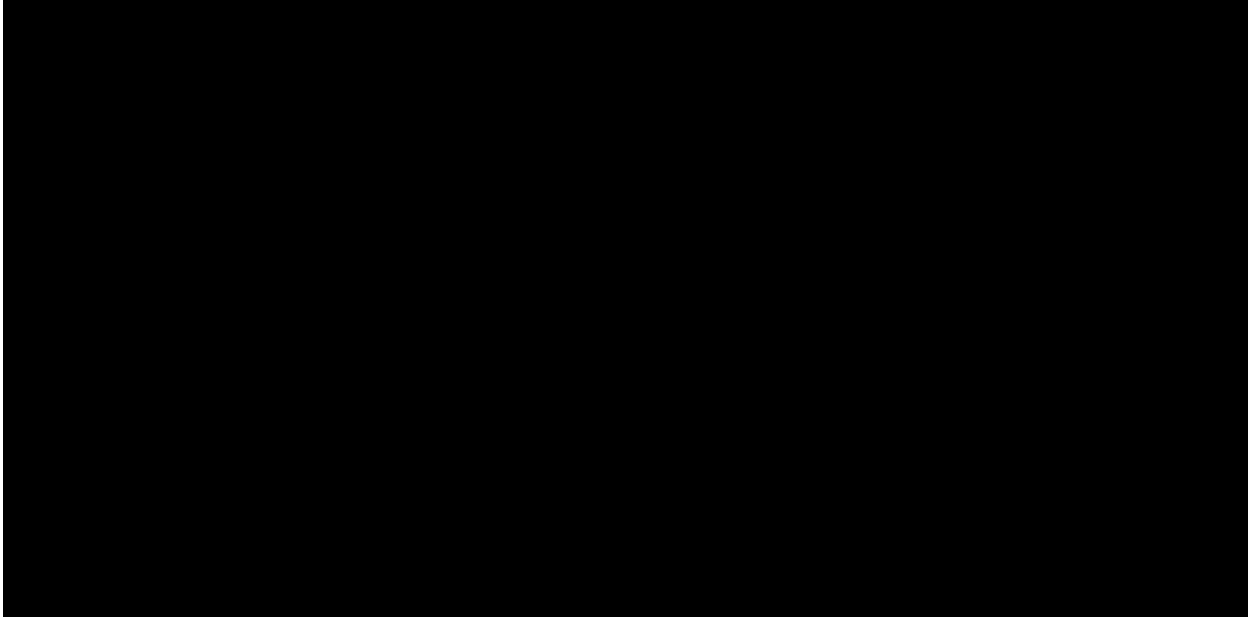
IEM will conduct regular compliance reviews, including award approvals, reimbursement requests, documentation assessments, on-site inspections, and stakeholder engagement to ensure adherence to CDBG-DR regulations. Findings will be compiled into Compliance Review Reports, which evaluate compliance with federal, state, and local regulations for CDBG-DR programs and subrecipients. Each report includes a title page, executive summary, objectives, methodology, compliance analysis, and actionable recommendations prioritized by severity. Visual aids support findings, while appendices provide supporting documents and a glossary. These reports are vital for accountability, transparency, and continuous improvement in CDBG-DR fund management.

Financial Performance Dashboards, KPI Tracking Systems, and Corrective Action Procedures

To enhance accountability, IEM will collaborate with DCR to establish reporting requirements, including regular financial reports to track the utilization of CDBG-DR funds and compliance reporting to HUD. Key financial report metrics and Key Performance Indicators (KPIs) for each approved action plan program and activity will encompass measures such as "Total Expenditures vs. Budgeted Amount," "Percentage of Funds Disbursed," "Cost per Beneficiary," "Time to Expenditure, Completion, or Closeout," "Audit Findings Resolution Rate," "Number of Households Assisted," and "Completion Rate of Housing Repairs/Rehabilitation." These metrics will provide critical insights into financial performance and program effectiveness, ensuring funds are managed effectively and aligned with program goals.

In addition to creating financial dashboards that provide real-time insight into performance, **as shown in the image below**, we will produce monthly dashboard reports that combine narrative analysis with visual indicators. These reports will state what has been done and explain why deliverables or objectives are on or off track and what upcoming actions are planned, enabling complete transparency and informed oversight.

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If a monitoring review, financial tools, or KPI tracking systems yield findings, we will promptly work with the subrecipient on a corrective action plan (CAP). We then track each CAP to completion, verifying the issue was corrected. We address issues immediately and effectively to keep the project on track and learn from every issue to prevent it from happening again.



TASK 3 – Duplication of Benefits (DOB) Compliance

To assist DCR with establishing, maintaining, and implementing DOB prevention and monitoring processes, IEM implements a four-tiered DOB compliance system. This system ensures no beneficiary receives duplication of benefits, protecting DCR from HUD recapture. **We complete DOB compliance reviews in every one of our CDBG-DR and other federally funded programs—the current count is over 1,000 contracts – and a less than 0.1% error rate and no clawbacks.**

- **Policy Framework Development.** Our DOB prevention policies created for DCR will be anchored in the Stafford Act, 42 U.S.C. §5155, and HUD CPD guidance and further tailored by program type.
- **Data Integration & Verification.** We will support DCR in establishing secure pipelines through data share agreements with FEMA, SBA, NFIP, and willing insurers. These datasets will integrate into the chosen system of record to allow accurate DOB prevention from the true data source. Any discrepancies or “fuzzy matching” between these data sources when processing an application will flag a potential discrepancy and require further investigation.
- **Benefit Determination.** In our 40+ years of administering federally funded programs, we have created streamlined policies, processes, and job aids that enable our staff to be productive and limit errors. Our checklists or worksheets are integrated into our case management system/construction management system/system of record, which guides staff and reviewers through accurate application processing.
- **Monitoring & Training.** To ensure quality control and quality assurance, we conduct random and frequent DOB audits, subrecipient reviews, and consistent staff training and updates to ensure sustained compliance throughout the life of programs and projects.
 - **Double-checking DOB.** IEM promotes the best practice of testing DOB a second time before application closeout. This can account for latent funds that might be duplicates or ineligible activities that may have been paid for or more than the award.

OUR EXPERTS CREATED THE DOB GUIDANCE

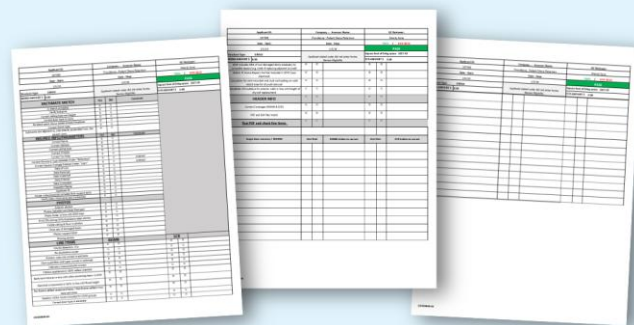
Marion McFadden, IEM's Vice President for Disaster Recovery, was formerly the head of HUD-CPD and one of the key authors of HUD's DOB guidance and requirements.



99,000+ DOB/VOB Reviews Completed

DOB Checklists

DOB is captured at multiple steps, depending on the program. IEM creates checklists and worksheets for each step to prevent any duplications and ensure compliance across program staff.



As a part of the comprehensive DOB implementation and oversight policy, IEM will establish a centralized Verification of Benefits (VOB) process to analyze files for DOB. It will include detailed procedures within program guidelines for each eligible activity to safeguard against DOB. In-depth training and technical assistance for applicants, grantees, and subrecipients are key to our approach. Our methodology is rooted in early control procedures, strong internal controls, and proactive risk management to prevent the need to recapture funds later. A detailed monitoring approach for grantees and subrecipients supports compliance with DOB requirements.

Note that previous FEMA, SBA, and insurance benefits can be in flux. Additional funds may arrive much later than initial payouts or be subject to appeals and litigation. Furthermore, not all funding sources may be known at the time of application. Therefore, we re-verify previously received, potentially duplicative sources before construction/disbursement and closeout.

To promote transparency and support our monitoring efforts, we utilize dashboards to report on DOB verifications using live data from DCR's SOR. We also encourage creating trend analyses and automatic flags to further tighten scrutiny of DOB processing and alert to any potential duplications and projects that may pose a higher risk for duplications to heighten monitoring efforts over those cases. [These tools, thorough program policies and procedures, and regular trainings have allowed IEM to maintain a programmatic error rate of less than 0.1% and zero clawbacks.](#)

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Dashboards give real-time summaries for better decision making



TASK 4 – Procurement Compliance and Monitoring

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The most common HUD OIG findings in CDBG-DR programs are related to improper procurement actions. HUD expects its grantees to be good stewards of federal dollars. The State of North Carolina is responsible not only for its direct procurements but also for its subrecipients' procurement actions. IEM will provide support, as needed, to DCR and subrecipients to ensure a compliant and efficient procurement process.

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards require grantees to conform to specific standards related to procurement, costs, and accountability. DCR's assessment of its internal procurement, financial management, capacity, and internal controls as part of the Risk Analysis and Implementation Plan provides a starting framework for evaluating the DCR's

compliance with 2 CFR 200, specifically 2 CFR 200.318-326. IEM, at DCR's request, will review procurement documents and procured service contracts, and create a quarterly monitoring and quality assurance plan for costs incurred and paid and project activities.

Procurement Policies and Procedures

IEM will assist with developing a CDBG-DR Procurement Manual to guide all procurement activities. We then assist DCR in providing a copy to every relevant agency and subrecipient. The Procurement Manual will include HUD requirements, State and local regulations, and requirements for performance tracking, including monthly invoices/costs, schedule, and notification of change orders.

Maintaining a "living" template and clause library is an important aspect of our service. CDBG-DR requirements can change with new federal registers or guidance from HUD. If requested, we will keep DCR's procurement templates current. For example, if HUD issues a memo updating Section 3 rules or the OMB tweaks the Uniform Guidance, we will immediately update the relevant RFP/contract templates. We then provide DCR with a concise summary of any changes and train staff if needed. This practice shields DCR from findings because HUD monitors often pull the latest contract and see if it contains all updated clauses.

Documentation Standards

During the solicitation phase, we meticulously review every document (and assist in drafting if needed). We ensure it contains the complete set of required clauses from Appendix II of 2 CFR 200 and related authorities. We also verify that the evaluation criteria and selection process are clear, fair, and documented - HUD looks at whether our bid evaluations match what was stated in the solicitation. In short, we ensure nothing is missing that an auditor expects to see in the procurement file. Our goal is that each procurement file tells the story from start to finish, with no gaps.

Monitoring Tools and Workflows

A key component of our approach is our compliance-by-design and end-to-end workflow for procurements. Early in each procurement, our team would work with DCR staff to determine the right approach: confirming the procurement method (micro-purchase, small purchase, invitation for bid, request for proposals, or non-competitive with justification) and ensuring the procurement aligns with both federal thresholds and state/local policies and regulations.

We'll help develop or validate Independent Cost Estimates (ICEs) for each procurement to assess price reasonableness later. We will also perform conflict of interest checks - collecting the necessary disclosures from anyone involved to ensure no prohibited conflicts - and ensure proper justifications for non-competitive actions

and approval per 2 CFR 200. We incorporate Section 3 plans and Minority/Women-Owned and Labor Surplus Area Business outreach steps into each relevant procurement. We set the correct Davis-Bacon wage decisions in bids when required. To maintain open competition, we also make sure bonding and insurance requirements are compliant and not overly restrictive. To ensure compliance and monitoring procurement processes, we utilize detailed procurement checklists customized for each procurement type and support accuracy in procurements, as well as oversee and monitor the entire process and each submitted proposal. These are also available for potential subrecipients/subgrantees/applicants to assist in their procurement responses. An example checklist is shown below.

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Example Checklists

Capacity Building is Central to IEM's Approach

Upon request, IEM will provide technical assistance to agency employees and subrecipients. We will conduct short, focused training sessions with procurement staff on various topics such as "Best Practices for CDBG-DR Construction Procurement" or "Documenting Cost Reasonableness in Contracts." We can create checklists that DCR can use even beyond our engagement. Transferring knowledge and tools, we help institutionalize these compliance practices within the procurement department. Additional training topics should include:

- Promote full and open competition per 24 CFR 570.489(g).
- Prohibit the use of statutorily or administratively imposed state, local, or geographical preferences in evaluating bids or proposals, except where federal statutes expressly mandate or encourage such.
- Comply with 2 CFR 200.324.
- Ensure that small businesses, Minority Woman-Owned Enterprises, Woman-Owned Business Entities, HUD Section 3, and labor surplus area businesses can participate.

In addition, construction contracts above the Federal Small Purchase Threshold of \$250,000 must include other requirements, such as compliance with the Davis-Bacon Act. Other important topics include Independent Cost Estimates and cost reasonableness analyses.

We will also be ready to coordinate with any other vendors or state oversight bodies to ensure unified procurement compliance monitoring.



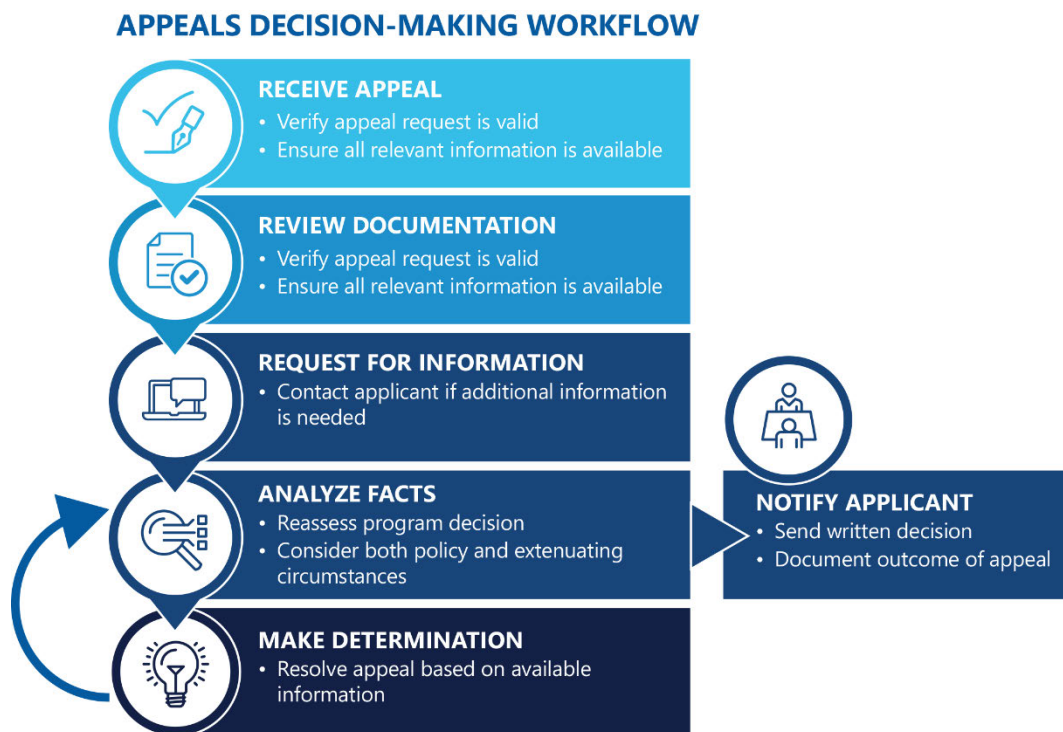
TASK 5 – Claims, Appeals, and Case Reviews

Applicant communication and swift issue resolution are hallmarks of IEM's applicant-focused customer service approach. Our experience shows that applicants will inevitably question adverse program decisions related to their eligibility, damage assessment, or award amount. They may also have concerns about handling their case, the quality of their construction project, or the contractor. We will establish appeals mechanisms that build trust with applicants and provide avenues for recourse when necessary.

IEM staff have extensive experience designing processes for appeals, exceptions, and other claims, including the processing and resolution of 4,506 appeals in Louisiana, 2,096 appeals in Florida, and 1,574 appeals in Virginia – of note, IEM's decision turnover rate was less than 7%, many of which were due to extraneous circumstances, missing information, or one-offs approved by the client based on hardship or unknown circumstances.

Written Procedures, Protocols, and Decision-Making Workflows

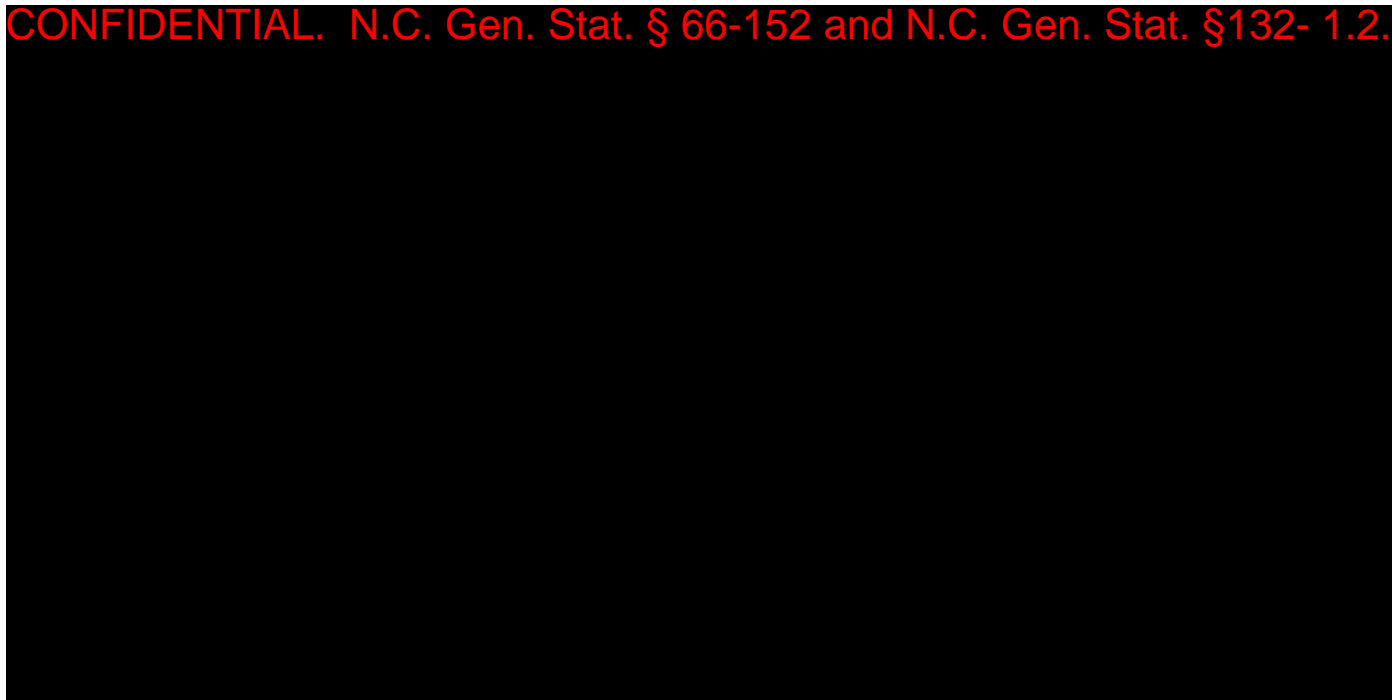
Upon request, we will establish clear and well-documented appeals procedures that permit applicants and potential subrecipients to challenge eligibility determinations, project rankings, and award decisions. The program policies and procedures developed in collaboration with DCR will include these appeals processes.



- For the **Homeowner Housing Rehabilitation and Reconstruction Program**, we will create an appeals pathway for homeowners who disagree with their ineligibility determination, scope of work, or final award amount. Our case management team will guide applicants through the appeals process, which our separate Appeals team will review.
- We will establish an appeals mechanism for the Rental Housing Rehabilitation and New Affordable Housing Development Program for rental property owners and developers who feel their projects were not properly scored or ranked. The appeals process will allow them to submit additional information for reconsideration.
- IEM will develop an appeals system for local government agencies and non-profit organizations whose project proposals were not selected for Infrastructure and Public Facilities Program funding. This will ensure transparency and allow DCR to re-evaluate its decisions.

- We will create an appeals procedure for non-profit organizations whose applications for funding were denied for the Public Services Program. This will allow them to present new information or clarify misunderstandings in the initial review.

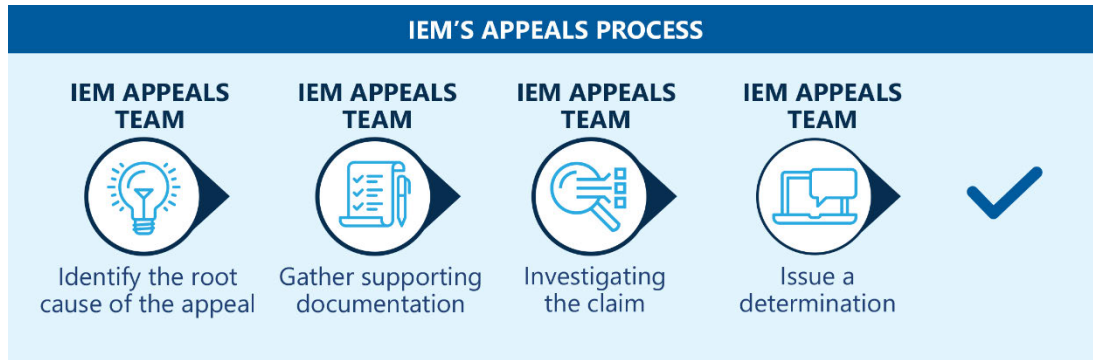
To ensure DCR can access appeal progress and information and enable DCR to promote transparency across its programs to its stakeholders and the general public, IEM can create dashboards for internal or external display. An example internal dashboard, **shown below, can display high-level appeal information and statistics, allowing users to drill down to case-specific information, including outcome and decision justification.**



Example of IEM's Appeals Dashboard

Standardized Documentation Tools and Templates

Throughout the administration and implementation of these appeals processes, we will maintain detailed records, ensure timely responses, and work collaboratively with DCR to uphold the integrity and fairness of the CDBG-DR programs. We will ensure all decisions are defensible and align with documented program standards. This is accomplished by utilizing standardized appeals policies, procedures, and workflows – an example of which is shown in the image **below**. All staff follow these prescriptive processes, utilize standardized appeal processing documents, detail how their decision was reached, and provide documentation supporting this. We will work with DCR to ensure the system of record is developed to accommodate these standardized documentation tools and templates. If not, we can develop an external, low-code solution like Smartsheet.



Staff Training

All appeals staff, including any designated client staff, will be trained in programmatic policies and procedures, exemptions, and the appeals process. At any point, if there is a change in guidance or processes, we will hold an all-hands training course to ensure every member supporting this effort is up to speed on the latest policies and procedures. Staff training includes one-on-one training that may be identified through the manager/lead reviews of appeals staff files and determinations. Inquiries and complaints also result in a manager or lead's involvement to ensure a compliant and accurate outcome.

IEM will maintain comprehensive appeals, inquiries, claims, case review logs, and decision/outcome justifications so that DCR can readily answer any HUD monitoring or audit inquiries.



TASK 6 – Action Plan Development and Amendments

Having supported grantees since its inception, IEM brings our decades of CDBG-DR experience, crafting compliant, compelling Action plans. [Our approach to developing and amending the CDBG-DR Action Plan centers on achieving HUD approval on the first submission, an outcome critical under the current federal oversight environment.](#) Many of our specialists helped shape CDBG-DR requirements over the years, giving us unique insight into HUD’s expectations and how to meet them on the first try. We will apply this expertise to prepare, revise, and submit North Carolina’s Action Plan and any amendments precisely and quickly, ensuring that DCR’s recovery goals are approved promptly.

Data-Driven Needs Assessment

We begin by performing a thorough assessment of the State’s post-disaster conditions. Our team will [collect and analyze all relevant data](#) – updating pre-disaster baselines with post-disaster figures, incorporating any assistance delivered to date, and accounting for ongoing short-term recovery efforts. This analysis identifies the full scope of disaster impact, including both direct damages and indirect or secondary impacts on communities. Direct impacts – including physical damage to homes, infrastructure, and local economies in the declared counties – are quantified alongside indirect impacts such as business interruptions, tax revenue loss, shifts in housing markets – including owner-to-renter trends, and the costs of providing alternative services or infrastructure for displaced populations. By measuring these impacts comprehensively, we can help DCR provide a robust, accurate CDBG-DR needs assessment.

From this foundation, we will produce an Unmet Needs Assessment that estimates outstanding recovery needs across major sectors. We understand that HUD’s definition of unmet needs is broad, encompassing more than immediately obvious damages. It includes needs not addressed by other programs and the latent, longer-term impacts on individuals and communities.

We systematically evaluate needs in three key categories:



Housing: including interim and permanent housing needs for both homeowners and renters, across single-family and multifamily stock, covering affordable housing, market-rate units, and public/HUD-assisted housing.



Infrastructure: repairs or upgrades required for roads, bridges, utilities, and other public facilities.



Economy: including business losses, job losses, and other economic hardships caused by the disaster.

For each category, we compare the known damages and recovery costs against assistance received (insurance payouts, FEMA grants, SBA loans, etc.) to quantify the gap that CDBG-DR funds must fill. [This rigorous unmet needs analysis guides the Action Plan’s priorities and creates opportunities to pursue HUD waivers or special](#)

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flexibilities. By pinpointing where needs outstrip available resources, we can collaborate with HUD to seek disaster-specific waivers or alternative requirements that maximize support for North Carolina's long-term recovery.

In parallel, we can conduct or update a dedicated **Mitigation Needs Assessment (MNA)** – an example is shown below – to address long-term resilience. Disasters often reveal vulnerabilities and risks that must be mitigated to protect communities from future events. Our team will review North Carolina's hazard mitigation plans and risk assessments – including State and local Hazard Mitigation Plans (HMPs), Local Mitigation Strategies (LMS), past disaster analyses, and any Risk and Vulnerability Assessments (RVAs) available – to identify weaknesses in housing, infrastructure, and the economy. We integrate similar datasets used in the unmet needs assessment (historical disaster data, FEMA and SBA records, environmental and GIS data, and stakeholder input) to analyze how future disasters could impact the state.

The MNA will identify key risks and vulnerable areas and inform the selection of strategic mitigation activities that reduce long-term risk and increase community resilience. CDBG-DR mitigation funds do not require a direct tie-back to the specific disaster event; they can be used wherever they benefit impacted areas and address identified risks. By clearly delineating these mitigation needs, our Action Plan will lay out activities that strengthen North Carolina's resilience while aligning with HUD's rules for CDBG-DR mitigation funding.

Hazard	Risk Level	Key Impacts with Examples
Long-Term Sea Level Rise	High (gradually increasing tidal flooding)	Rising sea levels will amplify coastal flood risk over the coming decades. Nuisance "sunny day" tidal flooding will worsen - under intermediate projections, Pasco may see approximately 83 high tide flood days per year by 2070. Higher sea levels mean a 1% annual chance of flood (100-year) affecting more areas: by 2040, many US-19 corridor properties could be isolated in a major surge event.
Tornadoes & Severe Storms	Moderate (localized but notable damage)	Pasco experiences approximately 1 tornado per year on average – 21 tornadoes were recorded from 2003–2023. Most are EF0–EF1, but they can still cause property damage (e.g. a November 2018 outbreak spawned 3 tornadoes causing \$600K+ in damage). Severe thunderstorms also bring down trees and hail (hail up to 1–1.75" has been reported, though generally causing minor damages).
Drought	Moderate (periodic)	Periodic droughts impact agriculture, water supply, and wildfire risk. In prolonged drought, crop losses and water shortages occur – a two-year drought in the late 1990s caused an estimated \$100 million in crop damage statewide and a 6% citrus yield reduction. Droughts also prompt water-use restrictions and contribute to wildfire fuel buildup.
Wildfire	Moderate (high in wildland-urban boundaries)	Dry seasons and lightning make Pasco susceptible to wildfires, especially in interface areas near large preserves. Wildfires have frequently occurred in Starkey Park and around the Suncoast Parkway/I-75 corridor, where forests meet development. The 1996 Florida wildfires ⁶⁶ (drought-driven) burned thousands of acres statewide, including portions of Pasco. Homes adjacent to wooded areas (e.g. in Land O' Lakes, Trinity) face periodic brush fire threats.
Extreme Heat	Moderate (increasing with changing weather)	High summertime temperatures (90°F+ with high humidity) pose health risks, especially inland. Inland communities experience more extreme heat days than coastal ones – for example, inland Pasco sees heat advisories on significantly more days than the coast due to the lack of sea breeze. Heat waves can affect vulnerable populations (elderly, outdoor workers, those without AC) and contribute to drought and energy strain. Pasco's RVA projects more frequent and intense heat waves in the coming decades.
Sinkholes (Land Subsidence)	Moderate (ongoing background risk)	Pasco lies in Florida's "Sinkhole Alley" (along with Hernando and Hillsborough counties). ⁶⁷ Its geology means sinkholes can occur with little warning, swallowing land and structures. Heavy rainfall and fluctuating groundwater (e.g., after drought or during floods) trigger sinkholes. Notably, after Hurricane Irma's heavy rains in 2017, over 400 sinkhole incidents were reported in Pasco County. Sinkholes cause serious property damage and require costly remediation; Pasco promotes public awareness and monitoring of sinkhole warning signs.

Action Plan Development

All information from the unmet needs and mitigation assessments will feed directly into the Action Plan. We will compile a **compelling, data-backed narrative** that justifies each recovery program and project DCR intends to implement with CDBG-DR funds. Working closely with DCR, we will identify the portfolio of programs and activities – in housing, infrastructure, economic recovery, mitigation, and other areas – that best address the identified needs.

For each program, we will clearly define objectives and tie them to the needs assessment findings, ensuring that **the community's most urgent needs and priorities are front and center**. Throughout this process, our team ensures absolute compliance with HUD requirements. Every proposed activity will be vetted to confirm CDBG-DR eligibility under Title I of the Housing and Community Development Act (HCDA) and to ensure it meets at least one National Objective. **We will explicitly document how each project meets a National Objective** – whether it benefits low- and moderate-income (LMI) persons, prevents or eliminates slums or blight, or addresses an urgent threat to community health or safety. **We will also clearly demonstrate each activity's tie-back** to the disaster: even for indirect or long-term recovery programs, the Action Plan will articulate how the funding is linked to the impacts of the presidentially declared disaster in the eligible counties.

As part of the Action Plan development, we will prepare all required supporting documentation and HUD submission packages. This includes **tables, data appendices, maps, and forms** HUD expects alongside the narrative. We are familiar with HUD's Action Plan checklist and DRGR system requirements, so that we will assemble the plan in the correct format for swift HUD review. Program transparency is a priority in how we structure the document: **the**

Action Plan will plainly explain how funds are allocated, how projects were chosen, and how those choices reflect documented community impacts and input. This transparency satisfies HUD's public benefit criteria and builds trust with stakeholders and the public.

Stakeholder Engagement and Public Comment

We know from experience that a successful Action Plan is as much a community-driven document as a technical one. DCR's Division of Community Revitalization has emphasized the importance of community impact representation and program transparency, and our methodology delivers on both. From the outset, **we will engage stakeholders at all levels** – local government officials, state agencies, community leaders, vulnerable population advocates, and the general public – to gather input on recovery needs and priorities. We help DCR host **public meetings, focus groups, and online forums to solicit ideas and feedback** on developing the Action Plan.

As requested, our team will meticulously manage all required public notices and comment periods to meet HUD and state requirements. **We will maintain comprehensive records of stakeholder input and public comments**, documenting each comment received (with date, location/source, and commenter) and **detailing how it was addressed in the Action Plan**. This public comment log and stakeholder engagement record will be included in the Action Plan submission package, providing complete transparency and ensuring every community voice is heard.

Gathering and responding to public feedback is often the most labor-intensive part of Action Plan development, and it's an area where IEM has helped our clients excel by developing innovative, inclusive techniques. We don't merely check the box on public hearings – we make them count. Some key lessons learned from our previous Action Plan efforts include:

- **Public Comment Summaries.** Rather than simply listing questions and answers in a lengthy appendix, we prepare thematic summaries of public input that clearly show the community's concerns by topic area. For example, in one recent engagement, we categorized all comments under major themes – like Housing, Infrastructure, Economic Revitalization, Public Services, Planning, Mitigation, Requirements, and Timeline – and provided a concise response for each theme. **This approach – an evolution beyond the standard Q&A table – was praised by our client and members of the public, as it made it easier to see how prevalent issues were being addressed.** It also helps DCR leadership and HUD reviewers **quickly grasp the big-picture feedback from citizens and how the plan responds**, reinforcing transparency and accountability.
- **Interactive Community Engagement.** We excel at **making public engagement interactive and data-rich.** In Pasco County, Florida, our team introduced a creative exercise during public meetings by giving attendees poker chips to “vote” on their priorities for recovery funding. Community members placed chips in jars representing Housing, Infrastructure, Mitigation, Public Services, and Planning, effectively quantifying their preferences. **This interactive voting yielded an additional dataset of community priority information which we then integrated into the needs analysis – a photo from one of our events is shown to the right.** By analyzing the chip votes and traditional damage data, we provided Pasco County with **a more nuanced understanding of what citizens felt was most important.** This approach energized public meetings and ensured the Action Plan reflected community-driven priorities in its allocation of funds.
- **Targeted Stakeholder Consultations.** In addition to our outreach to the general public, we conduct focused consultations with key stakeholder groups to gather detailed input. **Different**

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stakeholders have different insights – for example, a Public Works department can speak to infrastructure damages and repair logistics. In contrast, a Public Housing Authority director will highlight the needs of displaced low-income renters. Our team tailors questions to each group and often uses facilitated focus group sessions for in-depth discussion. This collaborative approach encourages stakeholders to share candidly and builds consensus around recovery strategies. We execute workshops, one-on-one interviews, surveys, or focus groups to ensure that each stakeholder’s expertise is captured and incorporated into the plan. The result is an Action Plan that stakeholders feel they had a hand in shaping, which significantly smooths the path for community approval and successful implementation.

A simplified lifecycle of the end-to-end Action Plan Development Process is shown in the graphic below:



After synthesizing all input and updating the draft Action Plan accordingly, we will present the DCR and community approval plan. Once the Action Plan is locally approved, we will work with DCR to submit the complete package to HUD, including the final Action Plan narrative, all required attachments, and the public comment documentation with responses. Our team will expedite any HUD feedback or requests for information to secure prompt approval. Upon HUD’s approval, we will assist DCR in formally entering the Action Plan into HUD’s DRGR system. We are fully versed in DRGR Action Plan entry and will ensure the plan is correctly input to unlock the grant for funding draws and quarterly reporting. This step transitions the Action Plan from a planning document to an active program management tool in HUD’s system, marking the start of long-term recovery program execution.

Action Plan Amendments

We recognize that an Action Plan is a living document. Over the lifecycle of long-term recovery, new funding may become available, community needs may evolve, or program adjustments may be required. Our team will continue assisting with Action Plan amendments whenever needed, as requested by DCR. The Action Plan will be treated as the blueprint for recovery – and if that blueprint needs changes, we will help DCR redraw it quickly while keeping all stakeholders informed. We will communicate closely with DCR program staff throughout implementation to identify emerging issues or shifting priorities. If conditions on the ground change – including if a particular program is underutilized or a new urgent need arises – we will coordinate with DCR to draft the necessary Action Plan modifications. All amendment actions will be logged for transparency and audit readiness.

- For any substantial amendment, our team can assist with managing the end-to-end process: preparing the revised Action Plan sections or new Action Plan language, organizing and advertising the required public comment period on the amendment, and facilitating additional public hearings or stakeholder meetings to discuss the changes. We will compile and respond to comments on the amendment and assist DCR with submitting the amendment package to HUD for approval.
- Even non-substantial (minor) amendments are documented and reported. Our team will update the official Action Plan document to incorporate minor changes. It will notify HUD and the public as required, even when a formal comment period isn’t mandated.

For Task 6, IEM will help DCR deliver a HUD-approved Action Plan that clearly represents the community's needs and priorities, and we will keep that plan up-to-date through any changes. Every step – from data analysis and plan writing to public engagement, submission, and amendment – will focus on accountability and clarity.



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

IEM will provide DCR with a comprehensive data analysis capability to inform program design and resource allocation for disaster recovery. We bring a data-driven and community-focused methodology to every needs assessment. Whether DCR requires analysis for a specific CDBG-DR program or an overarching assessment spanning all recovery programs, our team can deliver actionable insights at any scale. We aim to help DCR **ensure that funding decisions are rooted in evidence – directing CDBG-DR resources to where they will impact communities – while providing transparent justification for those decisions** to state leaders, HUD, and the public.

Unmet Needs Assessments and Gap Analysis

We start by conducting rigorous unmet needs assessments that quantify the scale and distribution of disaster impacts. Our analysts apply HUD’s standard formulas and methodologies to calculate total damage and recovery needs in housing, infrastructure, and the economy. This process involves examining damage data and assistance data for:

- **Housing:** Includes number of homes damaged or destroyed, repair costs, insurance and FEMA payouts, remaining unmet housing repair/rebuild costs,
- **Infrastructure:** Includes costs to restore public facilities, utilities, transportation networks, minus available FEMA Public Assistance and other funds, and
- **Economic impacts** include lost business revenue, employment effects, and costs not covered by SBA loans or other aid.

The result is a **clear picture of how much recovery needs remain unaddressed in each sector and each geographical location**. We then perform gap analyses, comparing all available resources against these identified needs. This pinpoints any funding shortfalls that CDBG-DR programs should target. For example, suppose FEMA and state funds cover only a partially of infrastructure repairs. In that case, our gap analysis will highlight the remaining deficit that must be filled to restore those systems fully. **These analyses directly inform resource allocation strategies** by revealing where additional investment is most critically needed.

In tandem, we conduct **market studies and economic analysis to complement the raw disaster impact data**. This means examining the pre- and post-disaster housing market conditions – such as availability of affordable housing, rental market vacancy rates, construction costs, local labor market and contractor capacity, and broader economic trends in the affected areas. Understanding the local market context helps DCR design realistic and practical programs – for instance, tailoring housing programs to address a shortage of contractors or adjusting economic revitalization efforts to the region’s industry profile.

Our team uses **data-driven tools**, including econometric models and HUD’s benefit-cost analysis frameworks, to analyze different recovery scenarios and investment options. **By modeling outcomes, we can help DCR prioritize projects that yield the highest benefit for communities relative to cost**. Finally, we compile our findings into Resource Allocation Reports with concrete recommendations. These reports will show how CDBG-DR funds should be apportioned among sectors and geographic areas, backing each recommendation with data. The deliverables for DCR will include **documented unmet needs calculations, detailed gap analysis tables, and narrative reports** that tie the numbers to proposed funding decisions. This level of documentation guides internal decision-making and gives DCR robust justification to demonstrate to HUD that its allocations are sound and compliant.

One hallmark of our approach is the granularity of our assessments. We delve down to the neighborhood and community level to ensure that even micro-differences in impact are captured. **Rather than assessing needs only at a statewide or county level, our team will map damage and needs at the city, town, and neighborhood scale, then aggregate upward – to the greatest extent feasible**. This bottom-up approach highlights pockets of severe damage or vulnerable populations that might be masked in higher-level averages. In previous CDBG-DR engagements, HUD reviewers have noted our granular needs assessments as “extremely effective” because they

illuminate the true distribution of recovery needs and ensure that high-impact communities are not overlooked. DCR can expect maps and analysis that show which specific towns or zip codes have the most significant housing repair needs or where infrastructure damage is most concentrated, enabling targeted program responses.

Moreover, our data analysis goes beyond the basics of counting damages. **We perform deep dives into the data to extract insights about who was impacted and how.** We will analyze housing damage data in conjunction with demographics – examining whether low-income or minority communities were disproportionately affected, the ratio of homeowners to renters in impacted areas, the age and construction type of housing that suffered the most damage, or how flood depth correlates with property loss. **We also scrutinize what the data might be missing.** Numbers alone may not tell the whole story of a disaster’s impact on quality of life or long-term recovery prospects. **Our team incorporates qualitative research to fill in the gaps:** we review local news stories, social media posts, community surveys, and even blogs or videos from the affected communities. These sources can reveal needs that official datasets don’t capture; for example, a community organization’s survey might show a need for mental health services, or local news might highlight families living in interim housing far longer than expected. **By blending quantitative data with on-the-ground narratives, we paint a complete picture of the recovery needs.** This comprehensive perspective helps DCR craft programs that address the obvious damages and less visible challenges disaster survivors face.

Community Priorities and Considerations:

A core principle of our methodology is that data analysis must be paired with community engagement to represent community impacts. **We actively seek out and integrate community priorities into needs assessments and recommendations.** A clear illustration of this approach comes from our work in Pasco County, FL: our initial formula-driven analysis with the **best available data** indicated roughly 75% of CDBG-DR funds should go toward Housing recovery. However, through public meetings and consultations, we heard a different story – local officials, residents, and the Board of County Commissioners insisted that Infrastructure and Mitigation projects were also top priorities for their long-term resilience. We helped the County document these preferences and adjust the allocation strategy accordingly. The final Action Plan still met HUD’s requirements but was better aligned with what the community wanted and needed.



This experience underscores how we will handle DCR’s projects. If the community’s voice indicates a need to rebalance investments, we will support DCR in doing so, armed with the evidence to back those decisions. Our team will ensure that underserved and vulnerable populations are accounted explicitly for – weighting our analyses or recommendations to address the needs of low-income households, minorities, or rural areas that might otherwise receive less attention. The outcome is **a needs assessment and recovery plan that reflects not just damage statistics. However, the values and priorities of the communities affected reinforce DCR’s commitment to transparent, accountable, community-driven recovery.**

Geospatial Analysis, Tools, and Data Products

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To support analysis and transparency, we will deliver advanced geospatial (GIS) support as a key component of Task 7. IEM's in-house GIS unit (IEM GEO) will create **interactive maps, visualizations, and dashboards that bring the data to life geographically**. Our GIS specialists have developed dozens of innovative disaster recovery maps and applications for governments nationwide using Esri's ArcGIS Pro and ArcGIS Online platforms. For DCR, **we can build customized dashboards that overlay multiple data layers** – for instance, showing damaged properties, infrastructure project locations, socioeconomic vulnerability indices, and recovery project progress all on one interactive map. **These geospatial data products are invaluable for decision-making and public reporting. They enable DCR staff to visualize complex data at a glance and identify patterns** – such as clusters of unmet housing needs or gaps in service coverage. **We design our dashboards to be user-friendly and updated in real time**, so that as new data comes in – including updated FEMA or insurance numbers, or as programs progress – the visuals will immediately reflect the current state of recovery.

One key deliverables under this task will be an interactive online dashboard accessible to DCR and the public. We can provide **a map-based dashboard where users can select a county or city and see summary statistics** of total damage, funds expended, projects underway, and remaining unmet needs. This geospatial transparency tool directly supports program transparency by allowing stakeholders – from state officials to local residents – to track where recovery funds are going and what results are being achieved. Our experience shows that such transparency builds public trust and also helps program managers spot disparities or lags in recovery. If one community is falling behind, the data will make it apparent, prompting early corrective action.

In addition to tracking progress, our GIS capabilities will be used in strategy and outreach. **By analyzing spatial data, we can help DCR target outreach and resources to the areas that need them most**. We can map overlays of disaster impact with demographics – like areas with high elderly populations or non-English speakers – to identify communities that might need a tailored communication approach or additional application assistance for recovery programs. **We will work with DCR to use these insights in designing outreach campaigns – ensuring that public information, application fairs, and rebuilding resources are delivered to the right places and populations. This targeted approach not only ensures community impact representation, but it also creates cost efficiencies by focusing efforts where they will have the greatest benefit**. Rather than a one-size-fits-all outreach, DCR can concentrate on truly impacted neighborhoods for more effective results.

Data Integration from Multiple Sources: Underlying all our assessments and tools is a robust data integration effort. As requested, IEM will gather and integrate data from a wide range of sources to build the most complete understanding of needs. This includes:

- **Federal Datasets:** Including FEMA Individual Assistance (IA) and Public Assistance (PA) data, SBA disaster loan data, and National Flood Insurance Program (NFIP) claims data.
- **State and Local Government Records:** Including damage assessments, building permit data, tax assessor records for property values
- **Community-Provided Data:** Including survey results and case management data from nonprofits.

With provision of access to any state GIS databases or data repositories that can aid our analysis, we will augment those with publicly available datasets as needed – such as Census ACS data for community profiles or NOAA data for hazard exposure. All these disparate data sources will be cleaned, cross-referenced, and merged into a unified analytical database, and we will leverage our GIS technology to combine these datasets spatially, enabling layered analyses that DCR can reuse for ongoing decision support and monitoring.

To illustrate the effectiveness of our approach, consider a recent project where we provided very similar services: the State of Nevada’s Governor’s Office of Energy engaged IEM to perform a statewide disaster needs assessment with a focus on unmet needs and vulnerable populations. Our team carried out an in-depth market analysis and employed GIS mapping to pinpoint communities that were both highly impacted and socially vulnerable – such as areas with high poverty or elderly populations. Through this analysis, we recommended – and the state implemented – a restructuring of their recovery programs to direct more resources toward the identified vulnerable communities. This Nevada case demonstrates how data-driven needs assessment and geospatial insight lead to tangible improvements in program design. We will bring the same level of dedication and analytical rigor to North Carolina, so DCR can confidently adjust and optimize its CDBG-DR programs for maximum community benefit.

As requested for Task 7, our team will deliver a suite of needs assessment reports, market analysis, gap and allocation reports, and geospatial tools that equip DCR to make informed, smart, and transparent decisions. Every deliverable will be designed to be actionable: DCR will be able to use our analyses to justify program budgets, target assistance to where it’s needed most, and publicly demonstrate that disaster recovery dollars are being spent in alignment with documented needs. Our proven methodology of marrying hard data with community engagement and cutting-edge GIS support will directly advance DCR’s goals of representing community impact in recovery plans and ensuring transparency at every step. With our support, DCR will have a 360-degree view of community impacts and a clear roadmap to address them.

TASK 8 – Program Performance Monitoring and Evaluation

Monitoring and evaluating program performance are crucial for ensuring accountability and effectiveness in CDBG-DR initiatives. For this task, IEM will focus on tracking progress towards program objectives, assessing outcomes, and ensuring compliance with federal and state requirements. By systematically evaluating program performance, IEM can assist DCR with identifying areas for improvement and ensure that resources are utilized effectively to achieve the desired impact.

We will identify and map out key activities and phases to ensure all critical milestones are incorporated into the planning process. In addition, we will identify stakeholder needs through in-depth discussions, gathering insights on the specific information required for effective decision-making and program management. This will ensure that the performance metrics we develop are both relevant and actionable. We will also conduct a comprehensive review of existing program documentation, including the CDBG-DR Action Plan, performance reports, and any strategic plans. This review will provide valuable context and help us understand the overarching goals of CDBG-DR initiatives.

Finally, we will align the development of performance metrics with both short-term and long-term program goals, ensuring that each metric is directly tied to specific objectives. This alignment will facilitate effective monitoring and evaluation throughout the program's implementation.

Program-Specific Timelines, Milestone Tracking Tools, and Progress Reporting Templates

We begin with a consultation and planning phase, meeting with DCR and relevant stakeholders. Here we focus on aligning program goals and objectives while identifying key activities essential for the success of the CDBG-DR programs. During this meeting, we will engage with key stakeholders to clarify program goals, objectives, and expectations concerning monitoring and evaluation. This collaborative approach will foster a shared understanding of the program's direction.

Following the planning meeting, we will develop a comprehensive integrated master schedule using project management software, such as MS Project, to outline the grant timelines, major activities, and milestones, ensuring all critical elements are captured. Next, we will focus on creating program-specific timelines. This schedule will serve as a visual that highlights major activities, deadlines, and dependencies, while marking significant milestones. The **graphic on the following page** is an example of a comprehensive integrated master schedule we will create for DCR.

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Tracking Progress. Collaborating with DCR, we will clearly define key milestones associated with each phase of the program, including specific deliverables, deadlines, and responsible parties. We will:

- Define key milestones associated with the program, such as finalizing the program design, procuring contractors, launching housing assistance programs, making the first round of disbursements, and completing activities and programs.
- Define the specific criteria for completing each milestone, including completion processes such as confirmation that all project deliverables have been met and accepted by stakeholders, receipt of closeout certificates, and completion of all financial transactions and reconciliations.
- Identify all responsible parties, including the program manager, eligibility coordinator, construction manager, contractors, financial officers, compliance officer, outreach coordinator, inspectors, data analysts, and beneficiaries or subrecipients.

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Detailed Project Tracking helps better allocate resources and control costs.

Following this, we will set up a milestone tracking tool –examples shown in the **graphic above and on the following page**– that will enable updates on the status of each milestone, indicating whether it is on track, delayed, or completed. This tool will provide a visual representation of progress, facilitate accountability, and help to easily identify areas needing attention. To ensure effective utilization of the tracking tools, we will conduct training sessions for DCR staff, equipping them with the skills necessary to update milestone statuses and accurately interpret the information presented.

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IEM can track and create reports requested by DCR

Develop Standardized Reporting Templates. In parallel, we will develop standardized reporting templates that facilitate consistent communication of progress. These templates will include sections for summarizing activities, providing status updates, identifying challenges, and outlining next steps. Following the initial design, we will pilot the reporting templates with DCR staff to gather feedback, adjusting as necessary to enhance usability. An example of standardized reporting is shown in the graphic **below**.

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Complex data can be graphically represented for easy understanding.




Implementation and Ongoing Support. Once the tools and templates are finalized, we will roll them out for use in ongoing program management, scheduling regular check-ins to review their effectiveness and make necessary refinements based on user experiences. We will create user manuals and offer ongoing training sessions to ensure all staff members are equipped with the knowledge and skills needed to utilize these resources effectively. This structured approach will enhance accountability, facilitate informed decision-making, and support the successful implementation of CDBG-DR initiatives.

Performance Metric Tracking Systems and Compliance Monitoring Tools

Performance metrics and tracking systems such as reporting and dashboards are essential for ensuring transparency, accountability, and compliance with HUD rules and regulations in the administration of disaster recovery programs. By establishing clear and measurable performance indicators, DCR can effectively monitor program outcomes and demonstrate the impact of CDBG-DR initiatives on the community.

IEM is committed to collaborating with DCR to define these indicators. Our team includes former HUD officials and staff who understand the performance metrics that matter in achieving HUD's national goals and objectives, such as expenditures by activity type (e.g., affordable housing, economic development, rehabilitation/reconstruction of residential structures or public facilities, administrative costs, etc.) and HUD's three national objectives - (1) low- and moderate-income benefits, (2) elimination of slums and blight, or (3) urgent need. Through these efforts, IEM will empower DCR to enhance its reporting capabilities, maintain compliance, and foster trust among stakeholders and the community.

Development of Performance Metrics: We will work with DCR to define clear, measurable performance indicators that align with program goals. To ensure that all performance indicators are effective, we will apply the SMART criteria, ensuring that they are Specific, Measurable, Achievable, Relevant, and Time-bound. Each indicator will be clearly defined, quantifiable for objective assessment, realistic given the program's resources, aligned with program goals, and associated with a clear timeframe for measurement. We will then categorize them into three main types. Our team understands that performance metrics that matter in achieving HUD's national goals and objectives are those presented below.

MEASURABLE PERFORMANCE INDICATORS		
<p>OUTPUT INDICATORS</p>  <p>Measure the direct products or services delivered by the program</p> <p>Examples include:</p> <ul style="list-style-type: none"> • Number of homes repaired • Amount of funding disbursed • Number of training sessions conducted 	<p>OUTCOME INDICATORS</p>  <p>Focus on the immediate effects of the program's activities on participants or communities</p> <p>Examples include:</p> <ul style="list-style-type: none"> • Improvement in housing quality • Increase in economic stability • Reduction in recovery time 	<p>IMPACT INDICATORS</p>  <p>Evaluate the long term effects of the program on the community</p> <p>Examples include:</p> <ul style="list-style-type: none"> • Changes in overall community resilience • Economic revitalization • Enhanced quality of life for residents

Identify Data Sources for Tracking Performance Metrics. Next, we will work closely with DCR to identify existing data sources and potential new sources required for tracking performance metrics. These may include administrative data, surveys, interviews, and community feedback. We will develop standardized methods for data collection to ensure consistency and reliability, which may involve creating tools such as surveys or reporting templates and

providing staff training on their usage. **Before full implementation, we will conduct a pilot test of the defined performance metrics with a small subset of data to assess their effectiveness and practicality.** This initial test will help us identify any issues or areas for improvement, and we will gather feedback from stakeholders to refine the performance metrics, accordingly, enhancing their clarity and usability.

Ongoing Review and Updates of Performance Metrics. Lastly, we will establish a process for the ongoing review and adaptation of performance metrics, allowing for adjustments based on changing program needs, stakeholder feedback, or emerging best practices. Regular check-in meetings with DCR will facilitate discussions regarding the relevance and effectiveness of the metrics over time, ensuring they continue to align with the program's objectives.

Disaster Recovery Grants Reporting (DRGR) Support and Execution

Our team of former HUD officials and former practitioners has extensive experience and knowledge of CDBG-DR regulations, processes – including the Disaster Recovery Grant Reporting (DRGR) system – and best practices. Mastering DRGR is critical for ensuring accountability, compliance, effective resource management, informed decision-making, and overall success in disaster recovery efforts.

IEM will provide DCR with comprehensive support, including any set-up needed to align with DCR's HUD-approved action plan, for the DRGR system, which is essential for tracking and reporting the use of CDBG-DR funds. Our approach will enable DCR to effectively manage reporting requirements, ensure compliance with HUD regulations, and maintain transparency and accountability in the use of disaster recovery funds.

Reporting Execution. Our support will include assisting DCR in collecting and organizing necessary data for entry into the system, ensuring accurate and timely data input, and preparing required reports, such as Quarterly Progress Reports (QPRs), that comply with HUD guidelines. We will implement a review process to verify data accuracy before submission and establish a compliance monitoring framework to align reporting with federal guidelines and internal policies.

IEM's approach ensures that program performance is tracked with precision, evaluated against clear benchmarks, and reported in compliance with HUD standards. By combining technical expertise, user-friendly tools, and proactive support, we will help the grantee achieve transparency, accountability, and continuous improvement in its disaster recovery efforts.

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

Federal funding compliance requires knowing federal regulations and understanding their role in program success. The statutes supplying CDBG-DR funding impose additional requirements and authorize HUD to modify the rules that apply to the annual CDBG program. These supplemental actions of the U.S. Congress, carried out by HUD, warrant attention to detail and a clear focus on compliance.

IEM's subject-matter experts have real-world experience as public policymakers. They are former government officials (HUD, OIG, FEMA, Treasury, etc.), lawyers, accountants, and certified grant managers who keep track of the latest relevant statutory and regulatory guidance. They research best practices, case studies, and relevant literature on our clients' programs. They routinely analyze program data, Key Performance Indicators, and evaluation reports to assess program effectiveness and identify areas for enhancement. We analyze policies to assess the regulatory framework, legislative mandates, and policy implications affecting our managed programs. We also develop policy recommendations to enhance program efficiency, compliance, and alignment with broader objectives.

Section 3 Tools & Reporting

Section 3 reviews employment and contracting plans to verify low-income resident utilization goals. We will deploy our HUD-approved tools to track Section 3 labor hours, business concerns, and worker certifications:

- **Labor Hours Tracking Forms:** Excel-based templates to monitor cumulative labor hours, Section 3 labor hours, and Targeted Section 3 labor hours.
- **Employer and Worker Certification Forms:** HUD Forms 4736A–D for certifying Section 3 workers and businesses.
- **Utilization Tools:** Sample tools (HUD-4737 series) for documenting Section 3 participation in housing and community development projects.
- **Reporting Templates:** HUD-60002A and other forms to support compliance reviews and reporting.

These tools will be customized to meet program/subrecipient-specific needs and integrated into existing project management systems.

Fair Housing, Civil Rights, & Affirmatively Furthering Fair Housing

We will assist DCR in preparing and maintaining documentation for all programs to support compliance with:

- **Fair Housing Act and Civil Rights Laws:** Including Title VI, Section 504, and ADA requirements.
- **Affirmatively Furthering Fair Housing (AFFH):** Support in conducting impact assessments, community engagement, and equity analysis.
- **LEP and Accessibility Plans:** Templates and guidance for meaningful access for persons with limited English proficiency and disabilities.
- **Monitoring Protocols:** Tools to assess subrecipient adherence to nondiscrimination and equal opportunity requirements.

Our team of subject-matter experts and industry leaders stay abreast of all relevant laws and regulations that pertain to the work we are performing for our clients – such as HUD's recent revisions to how grantees will certify that they are Affirmatively Furthering Fair Housing (90 FR 11020; April 2, 2025).

Labor Standards, Wage Verification & Davis-Bacon Compliance

Labor standards, wage verification, and DBRA compliance are non-negotiable, and DCR's recovery program – where dozens of contractors and subcontractors will cycle across projects – is a high-stakes risk area. Improper wage

TEAM PARTNER SPOTLIGHT

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decisions, missed interviews, worker misclassifications, and unverified fringe benefits can trigger findings that threaten your funding.

IEM ensures this doesn't happen. Our labor compliance subject matter experts have a proven track record of achieving zero findings and zero violations in wage compliance. We bring years of experience resolving DBRA issues before they become audit liabilities. We verify every certified payroll, train contractors up front, and manage compliance in real time – so you can rest assured that DCR is protected.

Our team reviews compliance for each phase of recovery:

- **Pre-award/Pre-construction:** We support DCR in selecting the correct wage determination for each project—based on project type, location, and timing – and officially “lock in” that wage decision at the appropriate time so it remains in force. All required federal labor clauses and flow-down provisions will be incorporated into prime contracts and subcontracts – we maintain a clauses matrix to ensure nothing is missed (covering Section 3, 29 CFR Part 5 requirements, Contract Work Hours and Safety Standards Act, Anti-Kickback Act, etc.). Before construction starts, we conduct labor standards briefings at pre-construction meetings for every prime contractor and their subcontractors.
- **Active Construction Monitoring:** We review and certify weekly payroll collection (WH-347 or equivalent) and monitor for any red flags, such as worker misclassification. Concurrently, our labor compliance officers perform regular on-site worker interviews using HUD-11 forms – typically beginning in the first week of work and following a schedule to sample each trade and contractor over the course of the project. During these interviews, we verify that the workers' reported job duties and wages match the certified payroll. We also verify that each contractor meets Section 3 requirements, apprenticeship ratios, and trainee certifications if the contractor employs apprentices or trainees, ensuring compliance with Department of Labor (DOL)-approved programs and the proper ratios under the Davis-Bacon rules. Additionally, we monitor for compliance with the Contract Work Hours and Safety Standards Act (CWHSSA).
- **Issue resolution & Enforcement:** If our reviews or interviews identify any compliance issues, for example, if a worker was underpaid or misclassified, we quickly resolve them. We first discuss the discrepancy with the contractor to get any needed clarification or documentation. If an underpayment occurred, we calculate the restitution owed to the worker down to the penny, document it, and formally notify the contractor. According to HUD regulations, we recommend that DCR withhold funds from the next pay application equal to the underpayment if they are not promptly corrected. We also verify that the contractor makes the worker whole by issuing restitution payment and obtaining proof (and amended payrolls). For more serious violations, we follow escalation protocols, including debarment checks.
- **Closeout:** At project completion, we perform a final labor standards audit for each construction contract. This means ensuring we have the complete file of certified payrolls from start to finish. We prepare a labor standards compliance clearance report for DCR's files. We also provide the contractor a closeout letter confirming they have satisfied labor requirements (or noting any final adjustments). All these documents, including the payrolls, correspondence, enforcement actions, and final clearance (if necessary), are organized and turned over to the DCR for retention in the project file. The result is an audit-ready labor standards file for every project.

With this end-to-end approach, DCR will confidently and efficiently fulfill all work-related labor standard requirements. Our team's deep expertise means we can guide you through the complex web of federal labor laws without a misstep.

National Objectives Compliance Documentation

Each activity and its intended outcomes are reviewed for alignment with one of the three National Objectives:

- **Benefit to Low- and Moderate-Income people:** We utilize reports, either externally or built into the SOR, to track eligibility and service area demographics.

- subcategories include
 - area benefit,
 - limited clientele,
 - a direct benefit through housing
 - job creation or retention.
- **Prevention or Elimination of Slums or Blight:** Detailed documentation – including photographs and other testing (as needed based on the project site) – is collected during all inspections of a project site of the conditions at each visit, as well as the overall project impact the construction/improvements will have on the site.
- **Urgent Need:** We have established templates that guide application reviewers, as well as applicants finalizing project information, on what is necessary to justify an urgent need declaration as well as ensuring the project or outcome aligns with DCR’s recovery goals.

Historic Preservation Compliance

IEM has performed thousands of historic reviews as part of Environmental Review Records to determine eligibility for Section 106 compliance to protect historic properties. This process includes GIS mapping of locations with respect to historical districts and sites, reviewing photographs of structures, and performing preliminary eligibility determinations. IEM can facilitate coordination with the Federal Emergency Management Agency (FEMA), U.S. Department of Housing and Urban Development (HUD), and State and Tribal Historic Preservation Office (SHPO) for developing and signing on to Section 106 Programmatic Agreements.

We will facilitate full compliance with Section 106 of the National Historic Preservation Act:

- **Consultation Records:** Initiate and document consultation with SHPO/THPO and other stakeholders.
- **Project Review Forms:** Templates to define Area of Potential Effect (APE), identify historic properties, and assess impacts.
- **MOA/PA Development:** Use HUD templates and ACHP guidance to draft Memoranda of Agreement or Programmatic Agreements where adverse effects are identified.
- **Mitigation Documentation:** Support development of mitigation strategies and agreements, including design modifications and preservation actions.

All Section 106 documentation will be integrated into the Environmental Review Record (ERR) and maintained for HUD review.

IEM can also provide specialized services for historical and archeological studies. Such services may include—but are not limited to—historical and archeological surveys to ensure DCR complies with Sections 106 and 110(k) of the National Historic Policy Act and implementing regulations at 36 CFR 800 in compliance with programmatic agreements.

Our SHPO professionals’ qualifications comply with the Secretary of the Interior’s Standard Guidelines for Archeology and Historic Preservation (48 FR 44716). These standards establish the minimum education and experience required to perform identification, evaluation, registration, and treatment activities. IEM understands that these candidates will be submitted to and approved by SHPO.

IEM will deliver tailored tools, training, and technical assistance to ensure full compliance with HUD’s cross-cutting requirements. We will maintain detailed records, support monitoring activities, and provide responsive guidance to subrecipients and contractors throughout the program lifecycle.

TASK 10 – Audit Readiness and Monitoring Support

With an unprecedented amount of federal funding made available, the intensity of federal oversight scrutiny has clearly increased. In addition to audits performed by the State and the Single Audit, recipients of Federal funding are subject to monitoring by the awarding Federal agency and to the audits and investigations of their OIG.

Each OIG serves as an independent office to promote economy, efficiency, and effectiveness, prevent waste, fraud, and abuse, and keep Congress, their State Legislature, and their Agency fully informed of problems within their Agency's programs and operations. We will support DCR with the audit process by managing DCR's responses to requests for information, including gathering the required support of the requesting auditor or monitor.

Audits are an opportunity to demonstrate accountability and improve financial management practices. IEM embraces audits as an essential component of responsible economic management and regulatory compliance. Our philosophy for audit assistance is rooted in transparency, collaboration, and a strong commitment to continuous improvement.

IEM's audit assistance approach involves proactive preparation and organization of all relevant financial records, the timely facilitation of information requests, and providing access to subject matter experts who support the audit process. We work closely with our clients and auditors to address any findings or recommendations in a timely and effective manner. Leveraging regulatory insight and data-driven strategies, our team will help DCR align its operations with program objectives, while fostering a culture of compliance through training and mentorship.



IEM has achieved the best audit and compliance record in this space, with **error rates as low as one tenth of one percent.**

Our approach to providing audit readiness and monitoring support will begin with a thorough assessment of DCR's current systems and documentation practices. We will develop tailored readiness review tools and checklists to evaluate program files and ensure that all necessary documentation is in place and compliant with HUD regulations. This proactive preparation will help identify any potential gaps or issues that could arise during audits or monitoring visits. Additionally, we will support DCR in drafting responses to monitor reports, audit findings, or compliance inquiries, ensuring that all communications are clear, comprehensive, and aligned with regulatory expectations. If corrective actions are needed, we will work collaboratively with DCR to create actionable plans and tracking tools to monitor the effective implementation of these corrections.

ENHANCING CDBG-DR PROGRAM MANAGEMENT:

The Value of Expertise and Compliance

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Readiness Review Tools and Checklists. IEM will develop customized tools that are designed to systematically assess program files, systems, and documentation, ensuring that all elements comply and are adequately prepared for audits. The checklists will cover critical areas such as financial records, programmatic documentation, and regulatory compliance, allowing DCR to identify gaps or deficiencies well in advance of any monitoring visits or audits. By utilizing these tools, DCR can enhance its readiness, streamline the audit process, and ensure that all necessary materials are organized and accessible, ultimately facilitating a smoother review process and fostering accountability. We also utilize Risk Assessment and Internal Control Matrices – an example shown **to the right** – to determine areas of potential risk, missing internal controls, and other possible compliance issues that should be addressed to ensure audit readiness and compliance at any stage of the program.

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Draft Responses. We will assist DCR with assessing auditor findings, which must be based on five elements: condition, cause, criteria, effect, and recommendation. We will prepare comprehensive draft responses to monitoring reports, audit findings, or compliance inquiries. These responses will specifically address the issues raised by auditors or monitoring entities, providing clear explanations and context for each finding. In addition to addressing concerns, the drafts will outline corrective measures that DCR plans to implement to rectify identified deficiencies. Each response will be tailored to ensure clarity and thoroughness, demonstrating DCR's commitment to transparency and compliance. By proactively addressing findings and detailing the steps for corrective action, these draft responses will not only facilitate effective communication with stakeholders but also support DCR in maintaining accountability and fostering trust in its disaster recovery efforts.

Corrective Action Plans and Tracking Tools. We will develop detailed corrective action plans, or readiness trackers – as seen in the **graphic shown to the right** – that outline the necessary steps to address identified issues from monitoring reports or audits. Each plan will specify the corrective measures to be taken, assign responsibilities to relevant team members, and establish clear timelines for implementation. In addition, we will create tracking tools to monitor the progress and effectiveness of these actions. These tools will enable DCR to

SINGLE AUDIT READINESS TRACKER

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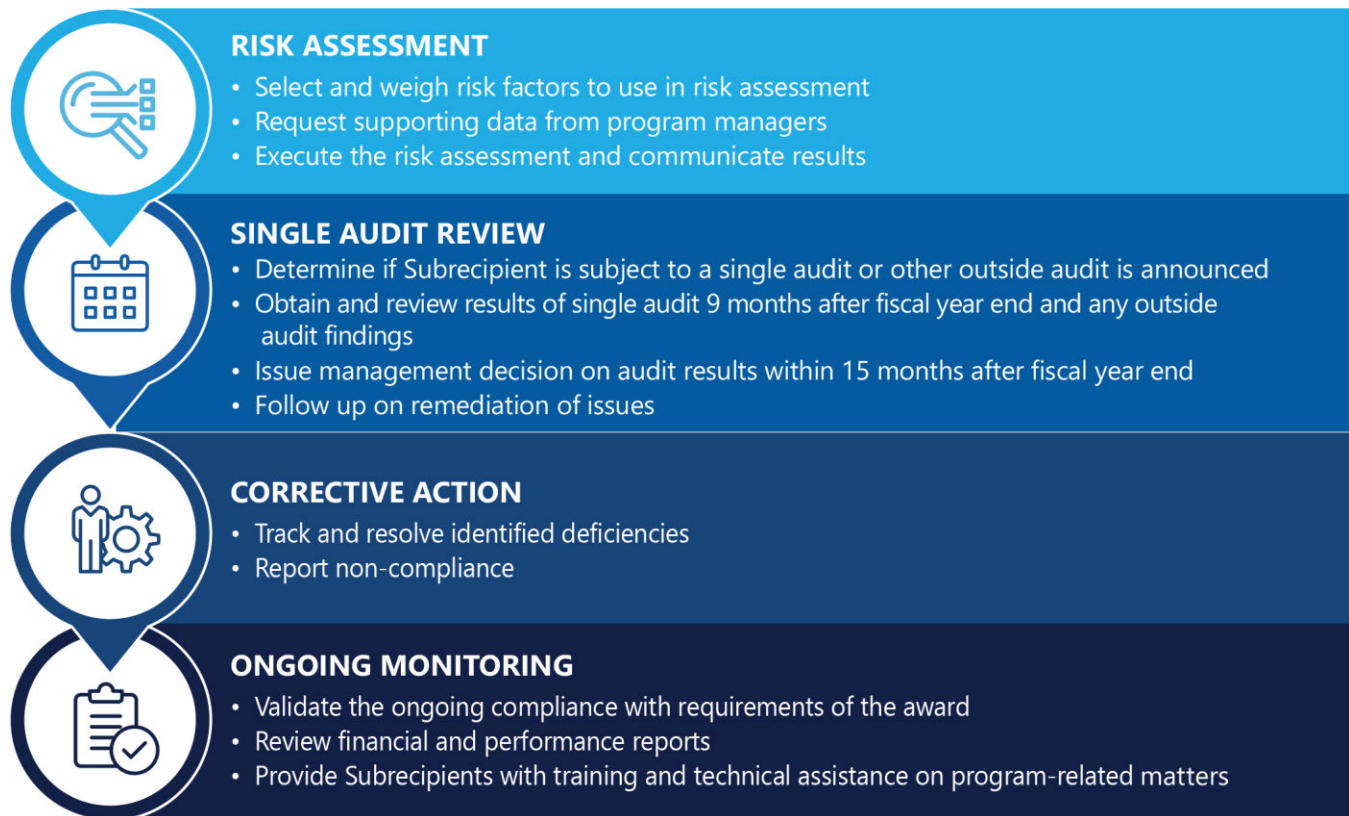
systematically record updates, assess the completion of corrective measures, and evaluate their impact on compliance and program performance. By implementing these corrective action plans and tracking tools, DCR will

enhance its ability to respond to findings effectively, ensuring continuous improvement and adherence to regulatory standards in its disaster recovery initiatives.

Monitoring and Auditing. IEM will regularly monitor subrecipient activities to ensure compliance with legal obligations related to domestic procurement preferences. As part of our subrecipient monitoring process, IEM will monitor and assess subrecipient documentation and procurement processes to verify adherence to all regulatory requirements.

Subrecipient Monitoring Support

Subrecipient risk assessment, monitoring, and management are critical components of effective grant management to ensure that subrecipients comply with funding and programmatic requirements while minimizing risks. Monitoring and compliance will provide DCR with the information necessary to understand whether the projects, the defined program areas, and each funded activity are being delivered timely, within budget, and meeting design objectives. Monitoring and compliance activities must be conducted on a continuous basis. IEM's Subrecipient Monitoring Process is shown in the following graphic.



Site visits can ensure the completion of milestones, which can be done at the request of the DCR. During site visits, or reviewing any that are completed, we will review as-builts versus design and bill of materials to actual invoices. After the visits, we will provide the DCR with a Subrecipient project status, risk management onsite verification, and financial status update. Our reports will be comprehensive, so the DCR is aware of what is happening with any project at any time. If any issues are noted during this project monitoring, we will engage in technical assistance and/or develop a corrective action plan so that the subrecipient and project will remain on track. All this information will be documented and provided for reports in accordance with the funding source requirements.

TASK 11 – Technical and Engineering Support for Infrastructure and Housing Projects

The IEM Team will provide DCR with some of the industry's foremost CDBG-DR technical and engineering experts and any supplemental staff needed to complete the tasks relevant to infrastructure and housing projects. Our staff will provide the necessary expertise to support technical and engineering aspects to ensure these projects are designed, reviewed, and delivered in compliance with all HUD, FEMA, and federal cross-cutting requirements. Our approach integrates engineering expertise, compliance oversight, and capacity building to support DCR and subrecipients from concept through closeout.

Engineering Plan Review

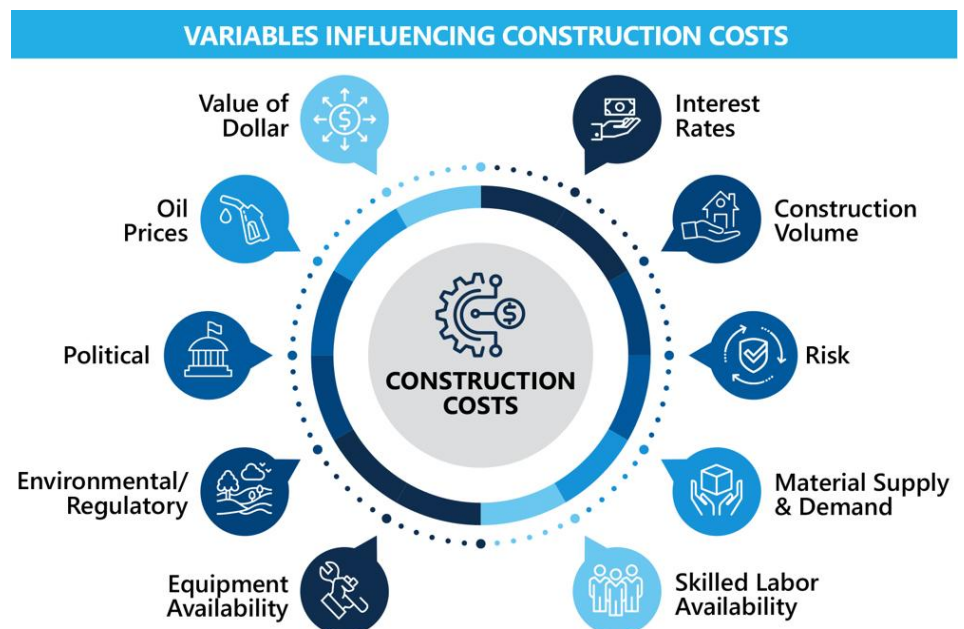
We utilize a structured review protocol that aligns with HUD (24 CFR), FEMA, resilience standards, and is customized to meet local codes and regulations. We are equipped and experienced to perform engineering plan reviews at any stage, from conceptual planning, preliminary design, and final design and engineering plans. To ensure our reviews are comprehensive and thorough, all engineering plans are prepared by subrecipients or other agents and undergo the following steps:

- Conduct technical peer reviews of all prepared plans, first individually and then with the preparer, to help them understand the findings.
- Validate approved scopes of work, cost reasonableness, and environmental/mitigation requirements against program or project requirements, DCR objectives and goals, as well as local and/or state ordinances and regulations.
- Issue thorough yet precise written reports with recommendations and required corrective actions to ensure compliance with the plans.

With the City of Fayetteville, North Carolina, AtkinsRéalis is providing engineering design review and construction oversight for work on the City's Blount's Creek Watershed Improvements. The project aims to provide an additional level of flood protection to public infrastructure within downtown Fayetteville by improving drainage, increasing storage capacity, and mitigating flooding impacts to residential and commercial properties along Blounts Creek.

Cost Estimation

IEM uses standard estimating techniques, tools, and enablers to calculate and review cost estimates, such as the American Association of Cost Estimating (AACE). IEM utilizes actual costs and/or specific industry rules of thumb costs, as well as other estimating techniques, to forecast total costs. We assess project risks to ensure we have identified all costs and contingencies and perform reasonableness tests, leveraging standard rules of thumb to provide reasonable cost estimates. IEM has extensive experience using RSMeans,



FEMA's Cost Estimating Format, and other industry standard tools for developing accurate and reliable cost estimates. **From industry data, approximately 40% of cost overruns are due to poor planning, which makes cost estimation a critical component of recovery efforts.**

- Existing subrecipient or contractor cost estimates are reviewed using a prescriptive process document, ensuring quality and compliance across all reviews.
- Independent cost estimates are developed, where needed, including life cycle and inflation cost considerations.
- Variance reports are provided, and recommendations are given to align estimates with funding caps, as well as accommodate and ensure DOB compliance.

Our approach requires that, in the planning stage, it is imperative to fully understand the scope and requirements to map out the details needed to develop a realistic cost estimate that factors in the various elements that drive cost and reasonable future escalation. To provide comprehensive cost forecasting, which prevents surprises once the project is designed, we focus on cost control by involving certified and experienced cost engineers early and often in the planning process to identify project needs and cost drivers. We employ creative solutions to manage costs reasonably in line with market conditions. We provide cost estimates that are complete, comprehensive, and accurate reflections of the proposed scope of work. **For a client in the Southeast, we saved \$50 million through diligent discovery of what was driving a huge cost increase that emerged before our involvement.**

Our Team Continuously Updates Tools Available to Ensure DCR's Projects Remain Cost-Efficient

Our partner, AtkinsRéalis', F&G Business Unit prepares a monthly construction intelligence and cost estimating report. It describes costing trends in the construction industry, which we leverage to project future cost impacts in our cost estimating.

Feasibility Studies

A feasibility study uncovers the strengths and weaknesses of a proposed project, whether for infrastructure, economic development, or housing projects, which all have different nuances. For proposed CDBG-DR projects, some of the basic feasibility requirements of a particular project are whether it meets the LMI threshold and addresses an unmet need, particularly for housing, and is tied to damage from the event that justified the CDBG-DR program (Helene).

Overall, our team has significant experience in analyzing the feasibility of projects to meet CDBG-DR eligibility requirements. In the wake of Hurricane Matthew, our team assisted the State of North Carolina in managing several different aspects of its recovery program, including the HMGP, CDBG-DR program, and the state-sponsored Disaster Recovery Act (DRA) program. **We assisted thousands of citizens in applying for CDBG-DR housing rehabilitation assistance through local application intake centers and worked with nine counties to identify resilience projects and measures for infrastructure, housing, and economic development.** The first step in this process was determining basic feasibility.

IEM utilizes a multi-criteria analysis (technical, financial, social, and environmental) to determine a project's viability. This ensures a comprehensive assessment is completed and a standardized, compliant study is reached for each project we review or support. These factors may weigh differently based on the project type (infrastructure versus housing).

- Evaluate the technical feasibility of infrastructure or housing projects based on multiple factors attributed to the project: risk, financial, social, and environmental impacts.
- Conduct benefit-cost analysis (BCA) and resilience scoring, factoring in the overall project risk calculated in the previous step.
- Document funding eligibility, permitting risks, and long-term sustainability of the project and its impact.

Compliance Assessments

All aspects of our technical support activities have built-in compliance reviews. Through prescriptive checklists, peer reviews, and quality checks, we integrate compliance into every aspect of our work. For compliance with infrastructure and mitigation projects, it is essential that all applicable codes and standards are met and that holistic mitigation designs strive to meet future challenges and hazards. Our team has a deep bench of program and technical experts who can assist DCR in reviewing performance and meeting the applicable requirements for developing and implementing infrastructure and mitigation projects. In completing technical support activities, we conduct compliance assessments through:

- Alignment with CDBG-DR/MIT national objectives, 2 CFR 200 procurement standards, Davis-Bacon, Section 3, URA, as well as program, state, and local requirements.
- Confirmation of environmental, civil rights, and fair housing compliance.
- Issuing corrective action guidance to subrecipients or agencies where deficiencies or risks are identified.

Non-compliance with federal procurement requirements under 2 CFR 200 is a common reason for rejection or de-obligation of disaster-related costs. Inadequate cost support documentation for requests for reimbursement or closeout down the road is an avoidable risk to maximizing recovery or mitigation grant reimbursement. Our approach is to help our client put or keep in place documentation checklists and management protocols that ensure that necessary cost support documentation, such as bid documents, contracts, invoices, work orders and force account time and equipment logs, are retained and readily available to support work or cost eligibility and prevent potential findings in the event of audit, or even de-obligation at closeout.

IEM performs strict one-over-one compliance checks at key program points, including initial assessments of completeness, eligibility, award, and benefit determinations, as well as corrections for deficiencies found during review.

Compliance Assessment Forecasting. To reduce the possibility of bottlenecks in the compliance process to keep the overall project development and review process moving along, we will:

- Distill data into dashboards to manage and monitor task duration, staff production, contractor performance, case volume fluctuations, and report on every step of the process.
- Use critical data points and durations for each step of the process to forecast and anticipate bottlenecks, allowing for proactive decision-making and resource management.

Construction Oversight and Inspections

Our partner, AtkinsRéalis, has become a leader in providing construction, engineering, and inspections (CEI) services and construction management. Our team's broad capabilities allow us to see projects from several viewpoints, identify project challenges, and minimize oversight of conditions that could result in adverse impacts. This approach results in on-time project delivery and controlled project costs.

Using construction management software (CMS), local field inspectors and superintendents, along with structured QA/QC, ensure strict compliance in overseeing construction and conducting inspections. All inspections use standardized checklists and worksheets that inspectors complete to verify that each project is reviewed in accordance with requirements. Each review is followed by a one-on-one QA/QC check to confirm the accuracy and compliance of inspections and to identify any necessary deficiencies.

- Outside of requested milestone inspections, field inspectors/superintendents conduct both scheduled and unannounced/random site visits to gauge actual performance and site conditions.
- Progress is verified against project plans, specifications, and federal labor standards to ensure compliance.

Under our CDBG-funded housing deliveries, IEM has completed:

CONFIDENTIAL- N.C. Gen. Stat. § 66-152 and N.C. Gen. Stat. §132-1.2.

- Compliance is documented with mitigation measures, change orders, approved schedules and tracked progress.
- Inspection reports are provided with photographic documentation and deficiency logs with explicit feedback and requirements to resolve the issue(s).

IEM considers the construction throughput critical to project delivery. We develop a scorecard prioritizing the phases of each assignment. We measure both the time and the accuracy of each builder's inspection rate. Our quality assurance (QA/QC) is optimized to meet the protocol and requirements of HUD programs. Our expert construction project managers address builders' questions and concerns immediately. **They are our eyes and ears in the field who increase efficiency, minimize homeowners' disruptions, and ultimately increase program capacity and speed.** Our robust QA/QC structure ensures quality work for the community and captures critical program documentation. Each contractor is trained in this process before construction, to ensure seamless invoicing.

Contractor Scorecards Improve Outcomes.

Contractor scorecards help maintain transparency and accountability, driving program results.



Our regular construction progress reports update the status of every project in the queue. They also help identify trends, delays, and issues and devise solutions. Contractor scorecards include their progress and support further coordination with our construction project managers, who oversee each contractor's active projects. Together, they review shortcomings, concerns, or other issues and work to resolve them.

Our team includes a seasoned Technical Manager and engineer, Edwin Bonilla, PE, who led the Puerto Rico Department of Housing's CDBG-DR program as Construction Management Operations Manager, **ensuring continuous progress on the program management contract valued at approximately \$300 million for home repairs.** Throughout his professional career, Mr. Bonilla has taken on Project Manager roles for the Puerto Rico Public Housing Modernization Program, where he managed seven concurrent projects totaling around \$100 million.

Cross-Cutting Features IEM Employs:

- **Capacity Building.** Developing detailed SOPs, toolkits, checklists, and training materials will allow agency/subrecipient staff to manage reviews, compliance, and inspections over time.
- **Risk Management.** We maintain risk registers tracking cost overruns, schedule delays, and compliance gaps; documenting gaps and subsequent follow-up and outcomes.
- **Quality Assurance.** Independent QA/QC reviews, or one-over-one, verifications of all inspections/contractor submissions are completed before submission to DCR.

Through IEM's methodology, DCR and other agencies, vendors, or subrecipients gain the trust that designs are validated and code-compliant, resilient, and fundable. We ensure cost estimates are accurate to enable financial accountability and DOB compliance, as well as clear feasibility studies that support funding decisions and long-term resilience. Independent construction oversight and quality assurance ensure taxpayer dollars are protected, and projects are delivered on time and within budget. These steps assure DCR that their programs and projects comply across HUD, FEMA, and all federal and state regulations.

TASK 12 – Training, Technical Assistance, and Capacity Building

IEM has provided technical assistance and training for disaster recovery programs from the pre-award phase to the award phase and the post-award phase for hundreds of clients. **We have provided project management and capacity building support services to over \$277 billion in federal, state, and local grant programs.** The projects listed below highlight some of our work:

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IEM has worked with several federal, state, and local agencies, and we ensure training in our deliveries of grant administration. Since investments in training increase the chances of success, we ensure that our training deliveries meet specific outcomes or performance measures related to core competencies. Our mature training development processes allow us to design and produce training materials accurately, even under the tightest of schedules. Rather than just transferring information, our training courses are designed to ensure that students actively participate in developing their functional knowledge of the subject matter.

Regulatory Compliance Training

Our desire to train our partners/clients has been a key component of our mutual success across all our client engagements. IEM relies on nearly 30 years of training experience and a talented lineup of professional educators, public policy experts, lawyers, and nationally recognized subject matter experts to develop and deliver relevant and engaging training materials to our clients. Our experts possess in-depth knowledge of the federal, state, and local laws that apply to CDBG-DR, along with any related agency guidance and regulations, HUD and OIG monitoring reports, and industry best practices.

Training plays a pivotal role in ensuring the success of any program by mitigating the risk of errors and fostering expedient program delivery. Comprehensive training equips staff, subrecipients, and partners with the knowledge and skills to navigate complex guidelines and regulations. By providing training on program-specific operations, best practices, and compliance requirements, organizations can minimize errors and inaccuracies in program implementation.

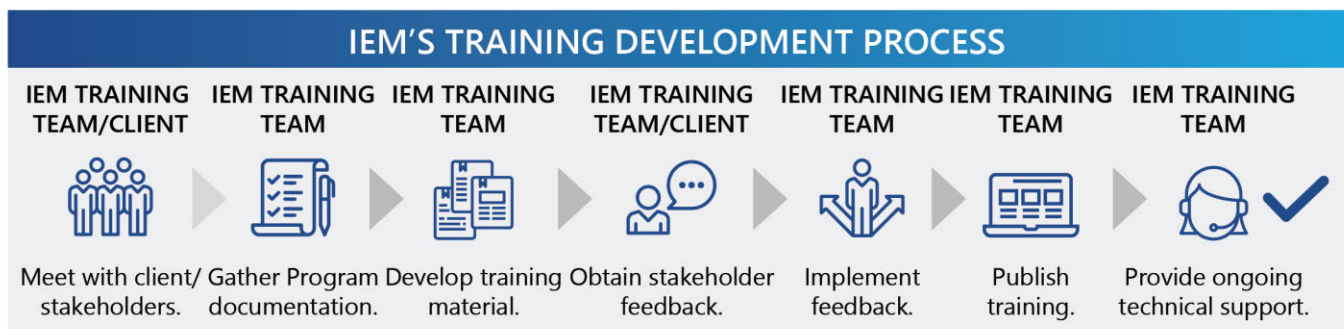
Our experiences have found that investment in training increases the chances of success, and we ensure that our training deliveries meet specific outcomes or performance measures related to core competencies. Training may span workshops for DCR project managers on how to document files for audit, or briefings for elected officials so they can best answer constituent questions about program rules. Our



approach ensures that everyone – from a minor business applicant to an engineer managing a construction project – feels confident and knows what to expect. Clear communication of the policies and procedures at this stage will minimize confusion and errors during programs.

Updated Training & Guidance

IEM's Training and Development Team prides itself on knowing how to structure and deliver training that will help DCR staff and subrecipient representatives reduce costs, passing on skills for managing programs, based on our decades of learned experiences. IEM's own Training and Development division manages and administers most training initiatives for the company, including supporting project-level requirements from both content creation and administrative perspectives. Our team of former HUD officials and practitioners works with our training and development experts to develop customized training curricula for our clients and ensure that each training product is curated specifically for their needs. Training needs are assessed on a weekly basis, using project data and reporting metrics to adjust our training approach in real time. We use the most advanced training methodologies, and we can deliver practical training in a remote or in-person environment. The **figure below** depicts IEM's training development process.



A well-trained workforce is better equipped to identify potential pitfalls, address challenges proactively, and adhere to established protocols, thereby reducing the likelihood of errors that could hinder program progress. Ultimately, a culture of continuous learning and training promotes efficiency, accuracy, and timely execution of program activities, leading to improved outcomes and the successful achievement of program objectives.

Our mature training development processes allow us to design and produce training materials accurately, even under the tightest schedules. Rather than just transferring information, training is designed to ensure that students actively participate in developing their functional knowledge of the subject matter.

The overarching objective for the training task of the contract will be to promote knowledge transfer and self-sufficiency in CDBG-DR grant administration through customized, hands-on learning opportunities. We will accomplish this by meeting the following objectives:



Training and Capacity Building





Ensuring that DCR staff, subrecipients, partners, and other stakeholders have the knowledge and skills needed to properly implement all aspects of the grant program(s) in accordance with applicable rules and guidelines.

Our expert team provides critical knowledge and skills in grants management and strategic planning, financial management, program evaluation, and compliance. We offer ongoing training and capacity-building opportunities to keep stakeholders current on regulations and best practices.



Subject Matter Expertise Transfer

Transferring subject matter expertise from experienced consultants to DCR staff and other stakeholders through tailored training programs. This will help the DCR team build long-term local capacity.

	Standardization and Institutional Knowledge	Training in the use of systems, tools, templates, and best practices to standardize operations and create institutional knowledge within the grant management framework.
	Customized Training and Support	Providing customized training support through coaching, problem-solving assistance, and feedback to address unique challenges or issues that arise during program delivery. IEM will roll out training regularly in the form of refresher courses and to onboard new partners/staff to maintain consistency over the lifetime of the grant.
	Stakeholder Engagement and Learning Modalities	Engaging stakeholders through multiple modalities (e.g., in-person, online, written guides) to accommodate various learning styles and needs and provide opportunities for participation and continued education. We will collaborate with DCR to develop in-person training and technical assistance presentations for all nine affected counties.
	Documentation and Knowledge Preservation	Documenting all training activities and products for future reference, reporting requirements, and preservation of institutional knowledge.

Application Intake Support

Application intake support relies on the work of our case managers or grant managers; they are the main point of contact for survivors and are seen as their safe harbors and advocates in the recovery programs. Their support of application intake includes eligibility verification, verification of benefits and award calculations, overseeing construction activities, monitoring program and subrecipient performance, and meticulously maintaining audit-proof documentation to satisfy CDBG-DR reporting requirements, ensuring smooth project and program closeout. Any time we interact with applicants, we employ our Applicant Engagement Management (AEM) Initiative. Seen in the **graphic to the right**.

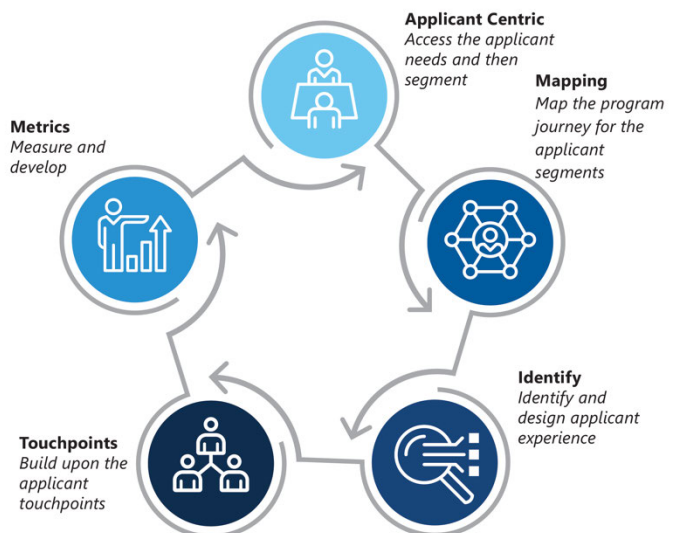
Intake

At intake, each application will be assigned a Case Manager who is responsible for verifying the completeness and compliance of all documentation provided. This will include, but is not limited to, income, property ownership, primary residence, NFIP requirements, and duplication of benefits (DOB) in accordance with the Stafford Act, among other programmatic requirements. If any documentation is missing or incomplete, the assigned case manager will follow up with the applicant and complete due diligence to obtain the documentation needed. Our Case Management team will support applicants to expedite eligibility determination, minimizing the stress/burden of a complex program process.

Eligibility Review

When an application is completed, IEM will perform an Eligibility Review of the documentation provided against the Program's eligibility criteria. Case Managers review all documentation to ensure it satisfies Program requirements. During this review, we traditionally use an IEM-created internal checklist generated from the program guidelines and updated with every consultation, new information, and program update received during the project's progress.

OUR AEM-HIGH INITIATIVE



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All documents are reviewed to determine and justify eligibility per Program Guidance to include but are not limited to ownership, primary residency, income, and property tax. We recommend utilizing standardized forms across application intake to ensure compliance and streamlined eligibility reviews – as demonstrated in the graphic to the left.

Our support for application intake also includes staff training, applicant support, subrecipient technical assistance and developing informational materials for applicants and setting up the necessary systems and processes to manage

applications and the various review processes required for compliance and oversight.

Tools for Transparency & Reporting

IEM's Compliance Review Reports are vital documents to the transparency and accountability of CDBG-DR programs. Findings analyze compliance status, highlighting both non-compliance issues and positive performances, often supported by visual aids. Actionable recommendations for improvement are prioritized by severity, and the conclusion reinforces the importance of ongoing compliance monitoring. Appendices include supporting documents and a glossary for clarity, ensuring these reports are essential tools for accountability, transparency, and continuous improvement in CDBG-DR fund management.

Regular compliance reviews involve documentation assessments, on-site inspections, and stakeholder engagement to ensure adherence to CDBG-DR regulations. Findings will be analyzed and compiled into structured reports with actionable recommendations, fostering transparency and collaboration through feedback sessions. For any compliance issues, we will develop targeted action plans, ensuring a continuous improvement cycle with ongoing staff training. This comprehensive strategy will enhance accountability and effective utilization of CDBG-DR funds, driving successful disaster recovery outcomes.

CONFIDENTIAL. N.C. Gen. Stat. § 66-152 and N.C. Gen. Stat. §132- 1.2.



- Advisory services
- Tenant eligibility & Award Calculation
- Relocation expense disbursement
- Due diligence process for displaced persons unable to be located
- Complaint and appeal procedures & tracking system

Technical Guidance

The gold standard for a disaster recovery system is providing document management, having workflow-driven processes, queues for work assignment, and business rules that provide checks and balances within the system. IEM will support DCR's system of record development and implementation protocols with the same attention to detail we have provided to each of our grantees. We require all tenant documentation to be entered into the System of Record, and we incorporate quality control protocols to ensure that all documentation is present, accurate, legible, and complete. We will work with DCR, utilizing our own business rules from the development of our URA-compliant TRA system of record, as well as those we created supporting other clients and their existing systems, to ensure that DCR creates/procures a fully compliant, user-friendly, and well-functioning TRA solution.

Depending on the budget, we also have options that can support DCR, whether it be built within the chosen SOR or managed externally in a more affordable solution, such as Microsoft Smartsheet.

Application Review Tools

The IEM team will execute the DCR's Relocation Program(s) in full compliance with URA requirements, and each portfolio or tenant file will consist of all appropriate documentation to "tell the full story" of the relocation assistance services.

IEM has set industry records for the accuracy of DOB analyses, verification of benefits, benefit determination, and award calculation for disaster recovery programs. Our experts have gained this experience through decades of hands-on work with HUD, FEMA, SBA, Treasury, grantees, and applicants. IEM will complete benefit determination and verification using a thorough and accurate eligibility review process. We use IEM-created internal checklists generated from the Program guidelines and updated with every consultation, new information, and program update received during the project's progress.

IEM DEVELOPED URA-COMPLIANT SYSTEMS FROM SCRATCH

Leveraging our years of subject matter expertise, we developed a system to manage temporary housing services in support of families impacted by federally declared disasters and emergencies.

Its functionality includes:

- Review of quotes, acceptance, and requests of disbursement for: Temporary housing, Storage unit, and Moving expenses.
- Required move-out dates for construction, including extensions for construction start dates.
- Extensions/ Reductions for #1 above 0.

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Notices, Compliance, Monitoring & Training

Required Notices/Communications:

- **Locating and establishing contact with the population of Displaced Persons who may be eligible for Relocation Assistance.** As part of executing DCR's Relocation Program, one of IEM's first major undertakings will be performing robust outreach to connect with the Displaced Population. Making contact with or documenting the efforts made to reach the displaced population will set a foundational tone for the program's success.
- **Confirming that a Site Occupant Record (SOR) is accurately completed for Displaced Persons and updating the SOR, as necessary.** As part of identifying the displaced population, IEM will coordinate with DCR, any subrecipients, and tenants to confirm what information has been adequately documented and what information must be updated. This task will assist the IEM Team in completely establishing the universe of impacted tenants
- **Ensuring Displaced Persons receive a General Information Notice ("GIN").** Open lines of communication are paramount and must be clearly established at the very beginning of the process. IEM understands that in some instances, a subrecipient may have initiated some levels of communication, but to ensure full compliance, IEM will coordinate with DCR, any subrecipients, and tenants to ascertain proper levels of notification.
- **Performing Decent, Safe, and Sanitary ("DDS") Inspections.** The IEM Team will perform the DSS inspection for all units housing displaced individuals.
- **Completing a Comparable Property Search Form (HUD Form 40061) for Displaced Persons, as necessary.** As an active part of case management, IEM staff will support tenants in completing all the required information in their file to ensure compliance with URA and HUD guidance.
- **Issuing Notices of Eligibility ("NOE") and 90-Day Notices and/or subsequent notices, as applicable, or re-issuing NOEs for Displaced Persons who received NOEs requiring revision.** As previously mentioned, communication is paramount to the success of any program. Our staff will ensure that all notices are issued to Displaced Persons in compliance with URA requirements and in a timely manner.
- **Preparing notices of URA ineligibility and associated documentation, or documentation of voluntary refusal of URA benefits, as applicable.** IEM is also prepared to issue all correspondence dealing with ineligibility or voluntary refusal of URA benefits. Having sufficient documentation of these instances is critical to the success or "perceived" failure of the program. Ineligibility or refusal to participate are pain points that often prompt complaints about recovery programs. Documentation prepares program staff to remedy or respond to those complaints.

- Part of ineligibility determinations in federal grant programs is an applicant's right to appeal any/all determinations. The IEM Team is well-versed in processing appeals to ensure Program guidelines are adhered to and files are fully compliant with Federal, State, Program, and specifically URA requirements. If requested and appropriate, IEM has also created various hardship exception or accommodation protocols to ensure each tenant has every opportunity to prove their eligibility.

Compliance and Monitoring:

Through standardized checklists, one-over-one peer reviews of applications, as well as regular spot checks by management, our team employs various QA/QC methods that ensure compliance and consistent monitoring of the URA program applications. This ensures that files remain audit ready at all points through the program.

To ensure compliance with accounting and disbursements, IEM applies tight financial controls, including: an absolute segregation of duties, multiple verification steps prior to any disbursements and monthly, quarterly, and yearly reconciliations on the account. IEM's Corporate Controller and Finance Team are the custodians of the

accounts. We have operated these accounts differently according to client preference. We are prepared to receive client advance funds, with the account serving as a pass-through for funding requests submitted to the client's finance and accounting department. IEM will open interest-bearing accounts with the protocols to the right:

- ✓ Accounts controlled by the Controller and Director of Operations with signature authority for checks
- ✓ Monitored by Financial Management Team
- ✓ Separate accounts for separate purposes, if needed
- ✓ Use of Safe Repo, sweeps, invested in overnight Repurchase Agreements of investment grade back securities paying 0% interest to the accounts.
- ✓ Seek banks that use the Trusteer Rapport security software
- ✓ Use of security tokens issued by bank to access accounts via banking website
- ✓ Positive Pay to help identify and prevent fraudulent, altered and counterfeit checks when paper checks are required
- ✓ ACH Block to ensure only checks are issued on behalf of the program and prevent fraud.
- ✓ ACH transactions are processed using NACHA file formats as required
- ✓ ACH banking account validation "preauthorization" services ensure payments are made to a correct bank account based on provided routing, bank account and name/ownership documentation matches

Training:

We train agency/department staff, stakeholders, and program partners on URA/TRA rules, regulations, and program guidelines. This can be done through disseminated training materials or virtual/in-person training that allows for live questions and discussions. Part of our training also includes trauma-informed case management/applicant engagement to support residents during what can be a challenging transition, in addition to surviving and recovering from a recent disaster.

Regularly updated FAQs, an overarching program manual, and other guidance will be shared across this group throughout the Program's life – especially when any updates are made – and made available publicly for full transparency and accountability.

TASK 14 – Communication, Public Information, and Outreach Support

Public Information Materials

Tailored outreach and marketing is crucial for raising public awareness and program subscription – including ensuring messaging is culturally sensitive and transparent. Working closely with DCR and community partners, IEM and our WNC partner, Brucemont Communications, will support all communications, public information, and outreach support tasks.

At IEM, we champion a community-focused communications and outreach strategy, recognizing the critical role of community involvement in fostering resilience. [As recipients of the 2019 Dick Pope All Florida Golden Image Award for our highly effective Rebuild Florida outreach campaign](#), we are committed to inclusive, collaborative, and empowering outreach and communication strategies and efforts.

CONFIDENTIAL. N.C. Gen. Stat. § 66-152 and N.C. Gen. Stat. §132-1.2

Messaging Development

Technical requirements from programs are translated into clear and concise plain-language materials and made readily available in various formats (flyers, postcards, bill stuffers, mailers, website content, radio announcements, etc.).

All press releases, notices, as well as programmatic updates follow a standardized template we've created with our marketing specialists to facilitate streamlined, yet informative and appropriate responses.

Program/Department-specific branding guidance is created to ensure consistency.

Accessibility

All materials will go through ADA Section 508 and WCAG 2.1 compliance reviews and updates.

Outreach, application, and all pertinent informational materials will have translations available for the most prevalent languages in the affected area(s).

Tailored outreach and engagement materials will be created to ensure all affected individuals and communities are accommodated and encouraged to participate/learn about the programs and updates relevant to their recovery.

Community Outreach

Outreach is not just a static operation; we deploy multi-faceted outreach methods to reach even the most rural/remote communities. This includes mobile outreach, extended intake hours and weekend/event outreach engagements. We utilize trusted local partners to expand our reach and garner community trust, as we support those affected, whether through providing intake services or parallel supportive services to encourage a well-rounded recovery.

Most important, we complete research and conduct targeted outreach campaigns to ensure that the limited federal dollars available for outreach are fully used to reach the most vulnerable and impacted communities and individuals. This research also ensures that any outreach events, stakeholder engagement and public meetings are well justified and attended by staff who understand the makeup of the attendees and can relate to and support them, not just respond with scripted FAQs for general questions. Our staff are trauma-informed, trained, and equipped with the knowledge of additional resources and community partners that may potentially support affected individuals outside of the program(s).

Crisis Communication & Messaging Protocols

From initiation of a task order, we establish straightforward messaging protocols with DCR, not only for internal communications, but also external. Regardless of the circumstance, there should never be an instance where -- as the contractor -- we question how to address an issue or bring it to DCR.

Our decades of delivering disaster recovery operations has taught us that rapid response protocols with clearly outlined chains of command and escalation workflows for media/public/legislative inquiries is critical. Having strong protocols and workflows in place from day one ensures smoother operations and allows DCR to set the narrative of whatever the circumstance is.

Communications, public information, and outreach support are two of the most crucial aspects of disaster recovery. However, they do not always receive the emphasis needed to leverage them for overall recovery success. From the initial planning stages post-disaster, to the action plan creation and determining unmet needs, engaging survivors to earn their trust and encourage participation, publicizing successes, and mitigating speedbumps or issues before they snowball depends on how grantees communicate, publicize, and conduct outreach for their recovery efforts. **IEM will ensure DCR has the right team and tools to rewrite North Carolina's recovery and highlight how we are doing things right this time.**



USING MARKETING AND OUTREACH TO ENGAGE WITH VULNERABLE COMMUNITIES







"IEM's outreach continues to be extraordinary."
– Kevin Smith, Grant Coordinator, TX GLO

Served 80% LMI Households

Within the first 90 days of the contract, IEM coordinated **53 grassroots public outreach events**, distributed **mailers to 18,000 households across 13 counties**, and engaged **over 430 non-profit groups**.

IEM targeted the most-impacted survivors through the **distribution of utility bill inserts to over 462,500 customers**, **5 billboard advertisements**, and 11 local media outlets.







Served 92% LMI Households

In 2018, IEM supported the launch of the FloridaCommerce Rebuild Florida - Irma program. To reach affected homeowners, IEM organized an initial **90-day mobile outreach campaign**, deploying three (3) **mobile intake centers** at grocery, hardware, and convenience stores across the state. This initiative executed **72 events** across **23 counties** and **47 cities**.

Additionally, IEM hosted **174 tabling events** across **14 counties** and **31 cities**, collaborating closely with local governments, nonprofits, and businesses to connect homeowners with application assistance.

TASK 15 – Grant Management

As an experienced grants manager, IEM has developed a detailed, compliant framework that is utilized every day on our numerous grants management contracts. IEM's Grant Program Management Framework has robust monitoring and compliance activities through closeout, with the goal of ensuring disaster recovery projects are compliant and monitored in an efficient and cost-effective manner. IEM will leverage its Grant Program Management Framework (GPMF), coupled with our extensive history and experience, to work with DCR to facilitate subrecipient contracting, compliance, and closeout activities, as well as the tools to ensure their compliance and reporting.

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IEM'S GRANT PROGRAM MANAGEMENT FRAMEWORK

CONFIDENTIAL. N.C. Gen. Stat. § 66-152 and N.C. Gen. Stat. §132- 1.2.

Subrecipient Contracting, Compliance, and Closeout Activities

Strict adherence to program regulations is key to the success of DCR's disaster recovery programs. Clear and robust procedures ensure subrecipients are compliant and follow through on their legal obligations, including domestic procurement preferences like the Build America Buy America Act (BABA) and labor standards such as the Davis-Bacon Act. IEM will work with DCR to define the roles and responsibilities of all parties involved in compliance with all legal, regulatory, and contractual obligations by employing the following approaches:



Subgrantee Agreements. IEM will work with DCR to include specific clauses in subgrantee agreements that detail the legal obligations related to domestic procurement preferences, fair labor standards, and other regulatory requirements. IEM will provide communications and guidance that clearly outline the criteria to subrecipients and ensure they understand their obligations under the agreement.



Compliance Training. IEM will work to provide subrecipients with training on regulatory and legal obligations. The training will guide them in navigating and fulfilling these obligations, including tips on sourcing materials and conducting procurement activities in compliance with the regulations.



Documentation and Reporting. IEM will work with DCR to define the requirements for subrecipients to maintain detailed documentation of procurement activities, including records of purchases, bids, and contracts, and implement reporting mechanisms for subrecipients to report regularly on compliance with regulatory requirements.



Monitoring and Auditing. IEM will regularly monitor subrecipient activities to ensure compliance with legal obligations related to domestic procurement preferences. As part of our subrecipient monitoring process, IEM will monitor and assess subrecipient documentation and procurement processes to verify adherence to all regulatory requirements.



Non-Compliance Remediation. IEM will work with DCR to establish procedures for addressing non-compliance with regulatory requirements and contractual obligations. Subrecipients will be required to implement corrective actions, such as requiring subrecipients to rectify non-compliant procurements or withholding funding until compliance is achieved.



Reporting and Oversight. IEM will provide regular reports to DCR on subrecipient compliance with legal obligations related to domestic procurement preferences to ensure transparency and accountability in monitoring and enforcing compliance with all obligations.

IEM has decades of experience ensuring compliance with federal grant requirements, including compliance with the Title of the Code of the Federal Regulations, Part 200 requirements for procurement procedures, substantiating reasonableness of costs, and other pre-awards, post-award, and closeout uniform administrative requirements, cost principles, and audit requirements for federal awards.

Recipients and subrecipients of federal financial assistance are subject to a complex web of auditors inside and outside the entity. For those entities that spend more than \$750,000 (\$1 million for awards, on or after 10/1/2024) of federal funds during their fiscal year, 2 CFR § 200.425 requires a single audit. The IEM Team will work with DCR and subrecipients every step of the way to ensure compliance with laws, regulations, and guidelines from federal, state, and other agencies. Our team will ensure compliance with all eligible cost reimbursements throughout the procurement process to ensure all government agency requirements are met.

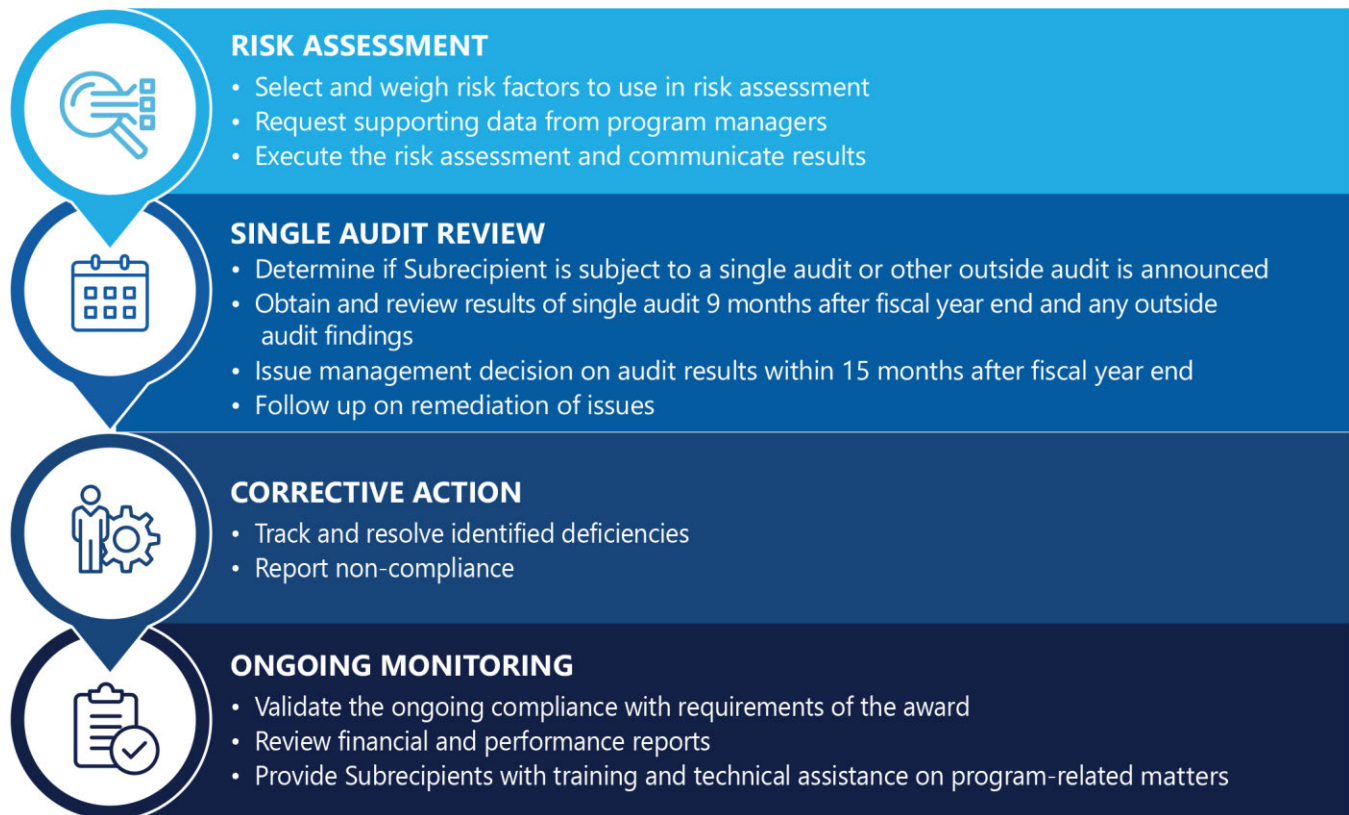
IEM's Risk-based Subrecipient Monitoring Processes

Subrecipient risk assessment, monitoring, and management are critical components of effective grant management to ensure that subrecipients comply with funding and programmatic requirements while minimizing risks. Monitoring and compliance will provide DCR with the information necessary

IEM's Approach is Backed by the Numbers

CONFIDENTIAL. N.C. Gen. Stat. § 66-152 and N.C. Gen. Stat. §132-1.2.

to understand whether the projects, the defined program areas, and each funded activity are being delivered timely, within budget, and meeting design objectives. Monitoring and compliance activities must be conducted on a continuous basis. IEM's Subrecipient Monitoring Process is shown in the following graphic.



Site visits will ensure the completion of milestones, which can be done at the request of the DCR. During the site visits, we will review as-builts versus design and bill of materials to actual invoices. After the visits, we will provide the DCR with a Subrecipient project status, risk management onsite verification, and financial status update. Our reports will be comprehensive, so the DCR is aware of what is happening with any project at any time. If any issues are noted during this project monitoring, we will engage in technical assistance and/or develop a corrective action plan so that the subrecipient and project will remain on track. All this information will be documented and provided for reports in accordance with the funding source requirements.

Tools to Facilitate Subrecipient Compliance and Reporting

Establishing controls for programmatic monitoring and reporting for each program will be critical for DCR to successfully complete its federal and state obligations. IEM will work with DCR to establish the appropriate guidance, monitoring protocols, and reporting requirements necessary to satisfy the funding agency requirements and North Carolina statutes and rules.

IEM will employ our Grant Management Toolkit, a proven set of grant management methods, artifacts, tools, templates, and technologies that will allow us to facilitate and scale grant management activities to support DCR and its subrecipients. IEM's toolkit of accelerators and enablers includes checklists, forms, templates, and standard reports such as communication templates, performance and financial reports, budget forms, expense forms, grant application and compliance checklists, financial management toolkits, compliance toolkits, and standardized templates for creating consistent and clear reporting on all grant activities.

We will create standardized reporting templates to ensure consistency among subrecipients. This will also support subrecipients with uniformity and reliability of having templates for program-required reports. Our team will recommend Subrecipient Key Performance Indicators (KPIs) as part of the Subrecipient reporting process. We will review subrecipients' monthly progress reports to ensure that KPIs and other information are accurate. An overview of IEM's process to review subgrantee reports is shown below.



DEM's grants management record speaks for itself; we run compliant and efficient programs to ensure our clients are good stewards of federal grant funds. Some key examples of our current or recent grants management deliveries are summarized in the following graphic:

Grant Value	Federal Grant	IEM Achieving the Goals of the Customer
CONFIDENTIAL. N.C. Gen. Stat. § 66-152 and N.C. Gen. Stat. §132- 1.2.		

TASK 16 – Technical Systems Specifications & Project Management

IEM begins its System of Record (SOR) solution vetting process with a thorough needs assessment and engaging stakeholders across various departments to gather insights on past systems used, specific SOR requirements, and pain points. IEM will then interview DCR personnel and host a virtual workshop to discuss parameters for SOR functionality. These engagements will result in clear and structured specifications for evaluating potential vendors and solutions.

Once the requirements are gathered and confirmed by DCR, additional rounds of market research will identify potential vendors and solutions that align with the documented needs. This involves:



Based on our research, we will then suggest SOR solution vendors, with contact information, based on industry reports and internal and expert insights.

IEM's speed and efficiency at assembling the market research is due to our deep knowledge base of the mission requirements for grants management SORs. IEM has developed these solutions end-to-end and can draw from lessons learned and best practices to determine which offerings on the market most closely satisfy the requirements of DCR and its stakeholders. If stakeholders decide a pre-proposal conference would be helpful, IEM will assist and provide an appropriate agenda, ensuring a successful outcome.

Workflow and Technical Specification

By establishing a structured approach to assessing technical project aspects, we can develop a formal technical evaluation guidance process. Incorporating industry best practices in technical assessment ensures that evaluators can effectively evaluate proposals based on key technical criteria. IEM will collaboratively work with DCR to recommend their technical evaluation approach, which will include the following:

Criterion	Description
Establish Evaluation Criteria	A clear definition of the technical evaluation criteria, based on industry best practices and alignment with DCR objectives. Identify key technical aspects that ensure compliance with standards.
Alignment with Scoring Matrix	Ensure that the technical evaluation guidance aligns with each technical criterion, based on its importance in the approved scoring matrix for each funding source. Ensure that the scoring ranges for each criterion are clearly defined, to facilitate objective rating and comparisons among proposals.
Technical Assessment Process	Conduct a review of each proposal to evaluate technical feasibility, innovation, and alignment with program requirements. IEM will assign trained technical evaluators with relevant expertise to review and assess proposals.
Establish Technical Assessment Criteria	Assess the technical merit of proposals based on criteria such as: <ul style="list-style-type: none"> • Security and Privacy: Assess the security measures implemented to protect data, user privacy, and network integrity. • Compliance and Standards: Verify compliance with regulatory requirements, industry standards, and best practices.

Criterion	Description
Consistent Evaluation Process	Ensure consistency in the evaluation process by providing clear guidelines, training, and reference materials. Conduct regular calibration sessions to align evaluators' interpretations and ratings of technical criteria.
Documentation and Feedback	Document the technical evaluation process in a formal technical assessment for each proposal. The documented technical report will include the rationale for scores assigned to each criterion and the overall rating of proposals. The formal technical report for each proposal will include constructive feedback to submitters on areas for improvement and alignment with technical best practices.
Review and Validation	Conduct a peer review or validation process to ensure the accuracy and consistency of technical evaluations. Validate technical assessments against the scoring matrix to verify the objectivity and fairness of ratings.

With the requirements and market research completed, IEM will submit a Request for Proposal (RFP) for review and approval by DCR. The RFP will include a scope, minimum requirements, and other details necessary to ensure sufficient information from vendor proposals to make a procurement. Upon approval by DCR, the Purchasing Department (or equivalent) will send the RFP to select vendors in accordance with procurement policies and guidelines. Vendors' responses will then be evaluated against a predefined set of criteria, including functionality, scalability, cost, vendor reputation, and support capabilities.

IEM will thoroughly evaluate SOR vendor proposals through demonstrations, pilot testing, and reference checks. Our focus during this evaluation will be on potential risks and issues that could impact alignment with program needs, compliance standards, and operational efficiency. This assessment will also review each vendor's financial stability, data security measures, compliance with regulatory requirements, system performance, and support capabilities. By analyzing these factors, we will assess the technical reliability, security, and scalability of each SOR solution, as well as any specific risks to project goals.

Once the evaluation is complete, we will compile our findings into a detailed vendor analysis report for DCR officials. This report will:

- Present a comparative analysis of each SOR vendor.
- Highlight strengths, weaknesses, and key risk factors associated with each option.
- Provide actionable insights and recommendations.
- Utilize our thorough risk assessment methodology with evidence gathered throughout the evaluation.
- Summarize and prioritize risks and mitigation strategies to help program stakeholders make an informed decision on the optimal SOR vendor.

The IEM Team will provide comprehensive support to DCR throughout the SOR vendor contract negotiations by meticulously reviewing the license structure. We make sure it aligns with our operational requirements and budget constraints. IEM has successfully negotiated licensing agreements for platform-as-a-service (PaaS) and software-as-a-service (SaaS), along with cloud infrastructure sizing for numerous customers. We will thoroughly analyze the support agreements to guarantee the necessary technical assistance and resources, ensuring minimal downtime and maximizing system performance.





IEM is an Experienced Partner and will provide DCR with the Best Support

IEM has deep expertise and experience delivering award-winning systems of record for critical mission support programs – our proprietary IQ software has been deployed for over 17 years in more than nine states, supporting federally-funded programs. Our core architecture is in use by multiple states, localities, and other customers. We also have experience working with legacy systems and managing transitions to new platforms at the speed and scale of the mission. Combined with our deep subject matter expertise in managing HUD- and FEMA-funded projects and using multiple systems of record, IEM is in a unique position to support DCR with the selection and onboarding of a state-of-the-art system of record.

Additionally, we will scrutinize the service level agreements (SLAs) to confirm they meet DCR standards for responsiveness, reliability, and resolution times, thereby safeguarding interests and ensuring a high level of service delivery from the vendor. Our goal is to secure a contract that not only meets DCR's immediate needs but also offers flexibility for future scalability.

Project Management & Monitoring the SOR

Our team will deliver comprehensive SOR onboarding oversight and project management services throughout the implementation phase, ensuring a seamless transition and integration. We will coordinate and supervise the data conversion and migration processes to ensure accuracy, integrity, and minimal disruption to operations. Our specialists will:

			
Closely monitor user acceptance testing (UAT)	Provide tailored training sessions	Conduct hands-on workshops	Provide detailed user manuals

Our team will be the essential liaison between the steering committee, stakeholder team, project team, and the awarded SOR solution vendor, facilitating clear and effective communication across all parties. We will ensure that the strategic vision and objectives outlined by the steering committee are accurately conveyed to the project team and the vendor, fostering alignment and mutual understanding.

By coordinating regular updates, meetings, and feedback sessions, we will promptly bridge gaps and address concerns, ensuring that the project remains on track and all parties are informed of progress and challenges. Our role will include managing expectations, mitigating risks, and ensuring that the vendor delivers according to the agreed-on specifications and timelines, ultimately driving the success of the SOR solution. To support ongoing success, we will conduct a structured project closeout with thorough documentation, performance evaluation, and a strategic handover plan.

Our team will collaborate closely with the awarded SOR solution vendor and the project team to develop and manage a comprehensive project plan, ensuring a structured and efficient implementation process. We will work with the SOR vendor and delineate clear project stages, define critical milestones, and allocate appropriate resources to each phase, aligning with the project's scope and objectives. By employing industry best practices in project management, we will establish detailed timelines and dependencies, facilitating smooth coordination and proactive risk management. Regular progress reviews and adjustments will keep the project on track, ensuring timely delivery and optimal resource utilization.

IEM understands the importance of data tracking and transparency in a user-friendly format and of the highest quality for public-facing transparency. To make program progress available to all stakeholders, IEM will ensure the creation of tracking tools and dashboards. IEM will design and implement an integrated system to monitor all awards. The SOR vendor will assess data sources and stakeholders' needs to develop user-friendly, interactive dashboards. They provide real-time insights into federal awards, funds programmed, funds expended, and project deliverables. These tools will feature both internal and public-facing interfaces to ensure transparency and accountability. By leveraging IEMs and/or the SOR vendor's technology expertise and focusing on data security and usability, IEM will deliver efficient tools that support informed decision-making and enhance public trust.

TASK 17 – Environmental Review

Environmental reviews are a critical component of project planning and implementation under the National Environmental Policy Act (NEPA). Given that many of the DCR's recovery programs will be funded through CDBG-DR funds, these projects will also be subject to the U.S. Department of Housing and Urban Development (HUD) environmental review requirements under 24 CFR Part 58. There are three primary levels of environmental review, each with increasing complexity, cost, and time requirements:

- **Categorical Exclusion (CATEX):** For activities with minimal environmental impact.
- **Environmental Assessment (EA):** For projects with potential but insignificant impacts.
- **Environmental Impact Statement (EIS):** For major projects with significant environmental consequences.

IEM establishes a collaborative and process-driven procedure to manage, control, and supervise all environmental activities. All data will be input and maintained in the system of record, including a delineation of required mitigation measures that must be accommodated during the construction stage. We will work together with DCR to provide support in developing and publishing all required notices.

IEM establishes a collaborative and process-driven procedure to manage, control, and supervise all contract activities. Our team comprises project and task managers who develop program tracking, mobilize resources for individual assignments, and implement standardized review protocols. Based on our experience, IEM has developed and refined our environmental techniques. We have performed over 70,000 environmental reviews for CDBG-DR Programs in North Carolina, Texas, Louisiana, and Florida. The table below depicts a sampling of projects for which we have provided environmental services.

Project Qualifications and Experience Matrix	CONFIDENTIAL. N.C. Gen. Stat. § 66-152 and N.C. Gen. Stat. §132-1.2.					
Site Assessment	✓	✓	✓	✓	✓	✓
Level of Review Determination	✓	✓	✓	✓	✓	✓
GIS Mapping	✓	✓	✓	✓	✓	✓
SSC Generation	✓	✓	✓	✓	✓	✓
Tier 2 Package Delivery	✓	✓	✓	✓	✓	✓
Site Re-evaluations	✓	✓	✓	✓	✓	✓
Environmental Condition Identification	✓	✓	✓	✓	✓	✓
Mitigation Strategy Recommendation	✓	✓	✓	✓	✓	✓
Special Studies	✓	✓	✓	✓	✓	✓

Our extensive knowledge and understanding of environmental permitting, approval, and compliance requirements in all areas (e.g., air, water, waste, emergency planning, public health) is one of our strengths and demonstrates our value in the listing of grant conditions that other firms may overlook. Our team has established experience and local expertise for all required studies, additional assessments, permitting, and compliance warranted for disaster recovery efforts in North Carolina.

Environmental Review Level Identification and Completion Timeline

IEM will recommend the appropriate level of review for each project we are assigned. The IEM environmental group has thorough knowledge of the regulations for various levels of review and specific requirements under 24 CFR Parts 51, 55, and 58. This ensures that our determinations are accurate and can facilitate timely file processing.

IEM is well-versed in completing both Tiered and Non-Tiered reviews, including Tier I broad reviews. The organization and process for conducting site-specific (Tier II) reviews is different from the other levels of environmental review since a higher level of review (a Tier I) has already been completed as an Environmental Review Record (ERR), leaving only specific hazards or conditions to be checked on a case-by-case basis. Review of the project includes the project description, proposed work elements and activities, footprint of impact, and related effects or future phases of work.

A full Environmental Impact Statement (EIS) can take 18 to 36 months to complete. Suppose a project contemplates activities that may trigger an EIS: In that case, we will work closely with the DCR to strategically design the project into smaller, phased components that may avoid triggering EIS thresholds—while still meeting program goals. This approach can significantly reduce delays and administrative burden. Understanding and incorporating the appropriate level of environmental review early in the design phase of all projects and programs is essential. Doing so allows for better alignment of project scope, funding timelines and regulatory compliance.

In our experience, particularly with complex infrastructure projects, Environmental Assessments (EAs) can also significantly affect project timelines. These reviews often require coordination with multiple stakeholders, including city or county officials, subrecipients and developers, the State Historic Preservation Office (SHPO), and HUD. Delays in any part of this process can create cascading impacts on project delivery.

Environmental Review Completion

The IEM Team's understanding of environmental regulations, various levels of review, and specific requirements under 24 CFR Parts 51, 55, and 58 is illustrated by the team members' vast experience and current engagement in environmentally clearing various CDBG projects in the last decade. IEM is experienced in the completion of both Tiered and Non-Tiered environmental reviews, including the following levels of review

- Exempt
- Categorical Exclusion not subject to 24 CFR 58.5 (CENST)
- Categorical Exclusion subject to 24 CFR 58.5 (CEST)
- Environmental Assessments
- An Environmental Impact Statement

In addition to environmental review completion, IEM can assist with the environmental review process in the following capacities:

- Provide subject matter expertise regarding HUD's NEPA environmental review process and manage the production of Tier I reviews, Tier II site-specific reviews, and infrastructure project environmental reviews.
- Review environmental review documents to ensure compliance with HUD requirements.
- Communicate requirements to team members to ensure environmental conditions are understood and carried out appropriately.
- Manage subcontractor performance and adherence to contract requirements and coordinate resolution to critical path obstacles within the review process.
- Coordinates closely with multiple construction contractors to ensure that historical mitigation is carried out and in compliance.

The IEM Environmental Team ensures compliance and timely delivery to the record system. Our staff supports the delivery of products and additionally supports the Public Comment Period associated with the Eight-Step Decision

Making Process required in environmental reviews. Our team can identify project scenarios in which public comment periods are not required, allowing for expedited federal funding release.

Quality, consistency, and timeliness differentiate IEM from most other firms. To deliver timely Tier II reports, the strategy is to employ a streamlined workflow, an automated report generation process that minimizes manual information reentry, and a QA/QC process at key stages.

Re-evaluation of Reviews

IEM understands that there are times when the original construction intent or scope must be changed or adjusted based on unforeseen conditions. The IEM Team will review the project with intent and make corresponding adjustments whenever the construction work to be carried out differs from the work originally assumed. This may be due to changes in circumstances, status change from repair to reconstruction or relocation, substantial damage repair assessments exceeding certain thresholds, subsequent storms or vandalism, etc.

The services required under this task include, as may be required on a project-by-project basis, but are not limited to the following:

- Consult with staff and any project partners (including the Grant Manager, Program Managers, and Construction Managers); face-to-face meetings are assumed not to be required.
- Review the original Environmental Review Record ("ERR") versus the requested variance in activity or intent.
- Review the feasibility assessment of the proposed project in relation to the required level of environmental review and recommend the appropriate level of review (e.g., updating Tier II to address any new impacts or providing the basis for a new level of review, such as an Environmental Assessment or Categorical Exclusion).
- If needed, we will coordinate with the project sponsor and the oversight/regulatory agencies to identify permits and/or compliance documentation that will be required to be obtained for each ERR, if such documentation is required for completion of the ERR versus being a stipulation of the grant. For changes involving new construction, it is anticipated that the authorizations or permits that will be necessary before completing the ERR for some properties will be the final resolution of adverse effects from the SHPO and a wetland jurisdictional determination from the U.S. Army Corps of Engineers, at a minimum. Other approvals may be required as a part of the grant conditions, with confirmation of such approvals during review of the bid or construction documents and/or the monitoring program.
- Perform any other duty related to 24 CFR Part 58, HUD Environmental Reviews, local laws and regulations, and other environmental requirements.

The delivery for this is anticipated to be either an updated Tier II ERR of the homesite, or a brief memorandum or email summarizing the need and basis for a different level of review. The latter will compare the original Tier II ERR scope to the proposed change, the appropriate level of review, and reconsideration of necessary permits. This can be completed within two weeks of receiving all documentation necessary to review the project intent.

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

IEM is proud of the internal infrastructure we have created and implemented across all the work we perform. **It is because of these systems, processes, and procedures that our firm has maintained an overall error rate of <0.1% across every federally funded program we administer and implement.**

4.4.1 Quality Assurance

IEM implements quality assurance and quality control (QA/QC) measures using our project management process that ensures timely, quality, and cost-effective deliverables and outcomes throughout the contract. IEM is committed to providing quality service and deliverables to our customers and to fully satisfying contractual requirements through responsive and flexible performance, innovative and actionable solutions, collaborative relationships, and operational integrity and ethics. We will continually improve our performance, processes, and procedures, and are committed to fulfilling our quality objectives as they are defined in our quality system. **In all 17 tasks above, we've demonstrated how we implement QA/QC tactics at every step in our programs.**

IEM will monitor program performance and evaluate administrative and implementation procedures at the service level. We measure performance against contract requirements as outlined in grant agreements, project execution plans, and projected benchmarks and milestones. Our staff evaluates workflow processes for efficiency, making recommendations for process improvements. They monitor compliance with environmental regulations, Fair Labor Standards, Section 3 hiring, and other flow-down contract requirements and federal cross-cutting regulations. We provide advisory services on the development of new or refinement of existing QA/QC program designs to ensure compliance with the program scope of work, the accuracy of reporting records, and documentation requirements.

- Defining review procedures to implement compliant processes and perform risk analysis for each process and funding stream.
- Performing gap analysis to determine outliers that define system compliance issues.
- Reviewing account reconciliations necessary to control and report on existing Project Worksheet accounts, applicant balances, system interfaces, and other control balances.
- Performing quality assurance/quality control reviews and assessments associated with the payments process to ensure compliance with federal and State regulations, as well as our industry's best practices.
- Reviewing reconciliations to determine if backlogs exist for the Request for Reimbursements process.
- Auditing financial program standards against the standards set forth in 2 CFR 200 and all applicable federal cross-cutting regulations and requirements.

Our Quality Management System (QMS) has been certified to the ISO 9001:2015 standard. IEM Project Management is a key QMS process that is internally and externally audited routinely for compliance with ISO 9001:2015 requirements. The ISO 9001 Standard provides a widely recognized set of requirements upon which to build and continuously improve an organization's QMS. The primary benefit of building, maintaining, certifying, and improving an ISO 9001 QMS is that it is a robust and effective system to serve IEM, where ISO 9001 certification is a valuable by-product.

CONFIDENTIAL: N.C. Gen. Stat. § 66-152 and N.C. Gen. Stat. §132-1.2

4.4.2 Regulatory Compliance

IEM's Role as Regulatory Compliance Partner. IEM brings deep expertise in CDBG-DR compliance and monitoring, offering DCR a trusted partner to support both internal operations and oversight of subrecipients. Our team includes certified grant management specialists, former HUD officials, and legal experts with extensive knowledge of 2 CFR Part 200 and HUD's cross-cutting federal regulations.

Marion McFadden, IEM's Vice President for Disaster Recovery, leads this effort as project manager. With over 25 years of experience in HUD programs, Marion previously oversaw all 107 CDBG-DR grantees nationwide. She is a nationally recognized subject matter expert and formerly served as General Counsel for HUD's Office of Community Planning and Development (CPD)—the division responsible for all CDBG-DR programs. Her leadership ensures IEM's compliance strategies are grounded in deep regulatory insight and practical experience.

IEM's Compliance and Monitoring Approach is based on the COSO Framework. HUD has adopted the COSO stating that "internal controls should be in compliance with guidance in 'Standards for Internal Control in the Federal Government' issued by the Comptroller General of the United States and the 'Internal Control - Integrated Framework' issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO)."

Particularly in the context of compliance with **2 CFR § 200.303**, which requires non-federal entities to establish and maintain effective internal controls over federal awards.

Our team does not just read the rules—we wrote many of them. IEM has demonstrated deep, hands-on experience with the full spectrum of federal regulations governing CDBG-DR programs across multiple deliveries. This includes:

- 2 CFR Part 200 (Uniform Guidance): IEM's financial and grant management systems are designed to meet audit-readiness standards and ensure compliance with cost principles, procurement, and internal controls.
- 24 CFR Part 570: IEM's legal and policy teams are well-versed in identifying eligible CDBG-DR activities and navigating nuanced sub-regulatory conditions.
- 24 CFR Part 58: IEM provides expert oversight of environmental reviews, including NEPA compliance, and has staffed environmental SMEs across multiple engagements.
- Davis-Bacon Act and Section 3: IEM ensures compliance with labor standards and equitable hiring practices in construction and engineering projects.
- Uniform Relocation Act (URA): IEM has managed relocation assistance and compliance documentation for housing and infrastructure projects.

IEM's team includes former HUD officials and national experts who have shaped CDBG-DR policy:

- Marion McFadden, a key contributor to HUD's duplication of benefits guidance and the inaugural Universal Notice, serves as a senior advisor.
- IEM has provided HUD Technical Assistance (TA) under the Community Compass program since 2016.

CONFIDENTIAL. N.C. Gen. Stat. § 66-152 and N.C. Gen. Stat. §132- 1.2.

4.4.3 Project Oversight

The proprietary IEM Project Management Guide (PMG) guides all IEM projects and represents our project management methodology. The PMG combines IEM's Core Values with the principles outlined in the Project Management Institute's Guide to the Project Management Body of Knowledge (PMBOK® Guide).

We will help the DOC maintain adequate oversight over recovery projects, especially those performed by subrecipients. This oversight will review progress toward timely, cost-managed, and compliant projects through monitoring and reporting (including change orders), financial management (i.e., allowable costs, matching costs, program income, record keeping, invoicing), and meeting the intent of each recovery program. Throughout, we will ensure adequate documentation of project activities in the DOC's System of Record.

Schedule, Cost, and Compliance Monitoring

Before a Notice to Proceed for a construction project, the IEM Team will review and familiarize itself with the construction contract and schedule to establish and implement a plan for monitoring construction activities per CDBG-DR program guidelines, policies, and regulations. Our Monitoring Plan will include activities to oversee all aspects of subrecipient construction and project implementation activities and establish procedures for verification and documentation of schedule, cost, compliance, and quality for each funded project. The Plan will be utilized throughout the life of each project to govern record keeping and document control, identify the records to be developed, methods of identification and validation, receipt requirements, control and dissemination procedures, and filing/storage requirements. Each subrecipient project will be controlled separately for cost, schedule, compliance, and quality. We will keep the DCR informed through formal reports and recommendations. We will help document and report any deficiencies and make recommendations for corrective actions, as necessary. As the projects are completed, we will assist the DCR in closing the project.

We will encourage state agencies and subrecipients to conduct pre-construction meetings with contractors. We will help the DCR review construction progress meeting minutes and attend these periodically, as directed. We will also conduct site monitoring visits to confirm compliance. We will review inspection notes and punch lists when projects are substantially complete. Throughout, we will monitor compliance with The Davis-Bacon Act (40 U.S.C. §§ 3141 et seq.); Sections 103 and 107 of the Contract Work Hours and Safe Standards Act (40 U.S.C. §§ 3701 et seq.); The Copeland "Anti-Kickback" Act (18 U.S.C. § 874); and other Department of Labor regulations, building code compliance, budget and schedule progress, and compliance with project scope and goals. Upon completion of the project, we will either review the inspection notes or attend the inspection, as necessary.

POTENTIAL RISKS

- Subrecipient capacity to manage
- Environmental reviews
- Cashflow for subrecipients
- Cost overruns
- Schedule delays and subsequent cost increases
- Meeting the requirements of multiple funding sources
- Non-compliance with federal funding requirements

Change Order Management

Although undesirable, change orders are likely and must be managed. We will assist the DCR with reviewing change orders and backup documentation. Suppose there are substantial changes in any of the following criteria. In that case, we will notify the DCR: eligibility and compliance with CDBG-DR funding rules, consistency with environmental clearance documents/ERR, subrecipient performance statement and/or ERR amendments, budget, cost reasonableness, and schedule. We will maintain an Integrated Budget for all programs and subrecipients and notify DCR if changes materially affect specific programs or overall budgets.

Invoice and Financial Management

For each subrecipient and project, we will help the DCR review each invoice so it is accurate, complete, compliant, and can be tracked back to project bids, cost reasonableness, and program/project requirements. If it meets all requirements, we will recommend payment. If tasked to perform special environmental services, we will also review and note for payment approval for environmental services consultants.

Ongoing Compliance and Monitoring

IEM will support the DCR from beginning to end on task orders, starting with program/project operational design, continuing through implementation and program/project and grant closeout. We have developed strong relationships with governing agencies and our experience with agency audits, monitoring, and technical assistance visits provides IEM with a solid foundation in building compliant processes that streamline closeout practices.

The IEM Team recommends implementing closeout procedures through quality review at each milestone of the programs and projects. This ensures that files are complete and compliant at closeout. This process will facilitate a rapid review of the file at final closeout QC and ensure that no latent information must be tracked down after the activity is completed. Maintaining tight control at the individual project level will make the grant closeout flow much more smoothly. IEM will support the DCR with implementing the best practice grant closeout procedures for any grant that is ready to close during our performance period. We will consistently provide this support with prevailing grant closeout guidance.

Task Order Methodology

IEM is well-experienced in pre-positioned or Indefinite Delivery, Indefinite Quantity (IDIQ)-like contracts. We will be ready to respond and provide DCR with the best-value task order proposal to support the tasks, services, and deliverables identified. We will provide any additional information DCR requests to support the review of our proposal upon request.

IEM is actively engaged on, as well as have completed, over 100 task-based contracts

Transition Assistance

IEM has a track record of successfully transitioning projects—either onboarding to a new contract or phasing one out—typically because a client assumes operations internally or engages a new contractor. We recognize the challenges inherent in such changes and will efficiently resolve task orders with the DCR under this contract.

When transitioning into or out of a contract, we assign a Transition Manager to coordinate the details. As part of our assistance, IEM will ensure an optimal transfer of all performance elements, including, but not limited to:

- **Transition of Reports and Metrics:** Clearly, maintaining an accurate and complete record of contract performance is paramount to the DCR. Using our SharePoint space, IEM can export all relevant documents and performance metrics at whatever pace is ideal. We routinely and securely store data for our disaster recovery clients – even after our service ends, in some cases, preventing the loss of required records. Some clients even continue using IEM's SharePoint space during the transition, so they can execute their own data

TRANSITION SUCCESS

CONFIDENTIAL: N.C. Gen. Stat. § 66-152 and N.C. Gen. Stat. §132-1.2

transfer from SharePoint sites. For others, we provide documents on a portable hard drive so they can upload them to their own data space. At DCR's convenience, we will deliver documents and related information or support, a seamless process that maintains continuous operations and services to its citizenry.

- **Transition of Processes:** In addition to metrics, milestones, and reports, IEM's SharePoint Portal will store our Standard Operating Procedures (SOPs). All work complies with clearly documented and controlled SOPs and ensures transfer of these policies and procedures to the new controlling entity of each project. Success depends on understanding the project's history, regardless of plans for what follows.
- **Transition of Personnel and Knowledge:** IEM understands the importance of preserving valuable institutional knowledge through a transition period, demonstrated by our meticulous and flexible document transition plan. Personnel serving the DCR will be central to that institutional knowledge as well. IEM always strives to retain valued staff, as part of our professional development and training, and to conserve the expense of training new hires. However, we recognize that some staff may continue working with DCR, even if IEM itself is transitioning off the contract. To avoid disruption, IEM will work closely with the DCR and departing staff to capture their knowledge before they leave. We will train replacements, maintaining continuity for the staff who remain and adjust to new leadership.
- **Transition of Leadership:** A key to any transition is transferring operating control from one entity to the next. IEM will work closely with the DCR to ensure that incoming leaders know how to take full control of project operations. We set a timeline and milestones to reach before the handoff, along with a period to respond to questions or problems. We will collaborate with the department and/or other vendors to meet the DCR's goals and continue its operations smoothly.

The purpose of a smooth transition of disaster recovery operations and administrative support is primarily to ensure that survivors continue to receive help and funding for a fair and effective recovery. IEM's transparent and ethical transitions ensure that survivors continue to receive high-caliber service, no matter what organization is serving their needs.

Contract Administration

IEM's Project Manager, Marion McFadden, alongside our firm's program management and contracts teams, will conduct all ongoing contract management activities to ensure compliance with this contract's requirements and any other specifications set forth by the DCR.

- All IEM staff will be provided with the necessary supplies and equipment to deliver the services needed, specific to their role, for the implementation of any task orders in CDBG-DR programs for the State of North Carolina.
- As demonstrated in **Section 4.6** we have displayed a sampling of our extensive bench of experienced and ready-to-use staff for any task order that DCR issues.
- On the fifth business day of each month of an active task order or when requested by the DCR, IEM will submit a monthly invoice, including timesheets, that also demonstrate work completion percentages showing progress compared to the amount billed.
- Project reports will be provided weekly and monthly for active task orders. They detail the activities of all programs, projects, and activities, highlighting their status, issues, resolutions, risks, mitigation efforts, and possible solutions to address any of the concerns highlighted.
- Quarterly—or as needed—meetings with the DCR's contract manager will consider contractual progress, performance, and staffing and ensure proactive strategies and early risk identification and mitigation, if needed.
- IEM will cooperate with all DCR or external monitoring activities that are associated with this scope of work and ensure that we are forthcoming and timely in responding to any information requests.

4.5 Staffing Capacity

With over 870 employees, IEM has sufficient capacity – physically, intellectually, financially, and additional vetted capacity through our human resource group – to meet the obligations for all tasks described in the RFP. All key and supporting personnel on our team are seasoned in the industry and committed to DCR in any of their disaster recovery needs. Our comprehensive support for disaster recovery and emergency management, spanning from preparedness activities like exercises and planning to response, recovery, and mitigation, means IEM employs staff with a wide array of experience across multiple technical disciplines. We rapidly train new staff to meet the needs of client programs and continually invest in our mid-level employees through mentoring and training. We have also built a backbone of seasoned subject matter experts and program managers to lead our projects, in accordance with the highest technical standards.

IEM excels at providing Immediate Startup – straight out of the gate. The IEM Team features the best experts in the industry with a demonstrated ability to set up recovery operations quickly. [In a prior delivery for the Office of Community Development \(OCD\) on the Restore Louisiana Program, we set up operations with more than 350 staff members within one month and grew to a staff of more than 850 within mere weeks.](#)

IEM has an Exemplary Record of Delivering Expedient Start-up and Mobilization Operations

Start-Up Task	CONFIDENTIAL. N.C. Gen. Stat. § 66-152 and N.C. Gen. Stat. §132- 1.2.				
Staff Onboarded	14 days	5 days	30 days	15 days	5 days
All Subcontractors Contracted	30 days	14 days	30 days	30 days	15 days
Support/Assistance Centers Operational	14 days*	30 days	15 days	15 days	13 days
Call Center Operational	14 days	30 days	N/A	N/A	13 days
Policies and Procedures Drafted	14 days	30 days	30 days	15 days	15 days
Program Support Documents Drafted	14 days	30 days	30 days	30 days	30 days
Initial Training Conducted for Onboarded Staff	14 days	7 days	15 days	15 days	5 days
Outreach and Marketing Plan Completed	N/A	7 days	7 days	7 days	10 days
First Outreach Event Held	N/A	11 days	7 days	30 days	14 days
First Program Intake Meeting Held	7 days	7 days	15 days	90 days*	14 days

CONFIDENTIAL. N.C. Gen. Stat. § 66-152 and N.C. Gen. Stat. §132- 1.2.

Overall, our extensive experience underscores our capability to handle tight deadlines while maintaining cost-effectiveness and compliance with regulations, ensuring the successful and timely completion of projects. Time and again, we deliver results. We understand the overall goal is to get operations going, funds out the door, and people back home/projects completed. We continue to do consistently for our clients, while also ensuring their programs are compliant, audit-ready, and cost-effectively managed, without errors or clawbacks.

RAPID DEPLOYMENT OF PERSONNEL

EXAMPLE #1	EXAMPLE #2	EXAMPLE #3
CONFIDENTIAL. N.C. Gen. Stat. § 66-152 and N.C. Gen. Stat. §132- 1.2.		
EXAMPLE #4	EXAMPLE #5	
CONFIDENTIAL. N.C. Gen. Stat. § 66-152 and N.C. Gen. Stat. §132- 1.2.		

4.5.1 Scaling Up Quickly for Short-Term Assignments

IEM maintains an on-call cadre of CDBG-DR specialists (policy, DOB, engineers, environmental reviewers) who can deploy within 24-48 hours. They have proved invaluable in serving previous clients:

- When the Delaware Emergency Management Agency (DEMA) tasked us with providing technical assistance on hazard mitigation and municipal vulnerability preparedness, we ensured compliance with stringent regulations, some of which changed suddenly during operations, while delivering timely support during grant application and distribution processes.
- Similarly, our involvement in hazard mitigation-related services for the State of Utah and disaster recovery and mitigation projects in Puerto Rico illustrates our ability to navigate complex scenarios and complete tasks promptly and effectively. On multiple occasions, we began work within 24 hours of activation, notification, or issuance of a task order.

4.5.2 Scaling Up Quickly for Long-Term Assignments

IEM embeds staff onsite and scales to program, project, and task demands supported by a bench of 875+ response and recovery professionals and a substantial vetted subcontractor network – including our partners on this submission. Some examples of our application for this include:

- During the aftermath of Hurricane Sandy in New York State, our rapid mobilization of personnel and resources demonstrated our adeptness in delivering results under pressure. We were able to completely take over a stalled program, revise the policies and procedures, and continue operations with fewer staff, but faster production in less than 45 days.
- **In designing and delivering the Homeowner Assistance Fund (HAF) programs for North Carolina, Puerto Rico, and Virginia, we completed over two years ahead of schedule and under budget for every client!** We were brought into the Kansas HAF program to overhaul and redesign quality assurance and compliance procedures, prepare and respond to their audit, and process the backlog of applications. We managed to turn around the stalled program and help them award and disburse funds 2.5 years ahead of schedule.

4.6 Alignment of Proposed Staff with Type of Work to Be Performed

IEM has identified staff and assigned them to descriptive labor categories within the 17 tasks. The personnel are named in the **following table**.

TASK ORDER CATEGORY	NAMES OF PERSONNEL
TASK 1: Development of Policies, Procedures, and Standard Operating Procedures (SOPs)	CONFIDENTIAL. N.C. Gen. Stat. § 66-152 and N.C. Gen. Stat. §132- 1.2
Task Lead	
Policy and Procedures Subject Matter Expert (SME)	
Policy Analyst	
Technical Editing	
508 ADA Compliance Editor	
TASK 2: Financial Compliance, Oversight, and Fraud Prevention	
Task Lead	
Compliance and Oversight SME	
Compliance and Oversight Manager	
Compliance and Oversight Specialist III	
Compliance, Oversight, and Monitoring Specialist II	
Compliance and Fraud Specialist II	
Compliance and Fraud Specialist I	
TASK 3: Duplication of Benefits (DOB) Compliance	
DOB Lead	
Duplication of Benefits SME	
DOB Specialists	
TASK 4: Procurement Compliance and Monitoring	
Task Lead	
Procurement Compliance SME	
Procurement Compliance Manager	
Procurement Compliance Specialist III	
Procurement Compliance Specialist II	
Procurement Compliance Specialist I	
TASK 5: Claims, Appeals, and Case Reviews	
Appeals Lead	
Appeals and Claims SME	
Appeals/Claims Specialists	
TASK 6: Action Plan Development and Amendments	
Task Lead	
Action Plan SME	
Economic Revitalization SME	
Technical Writers	

TASK ORDER CATEGORY	NAMES OF PERSONNEL
GIS	CONFIDENTIAL, N.C. Gen. Stat. § 66-152 and N.C. Gen. Stat. §132- 1.2
ADA Section 508 Compliance	
TASK 7: Needs Assessments, Market Analysis, and Geospatial	
Task Lead	
Assessment and Data Analysis SME	
Data Analyst	
GIS	
Technical Writers	
TASK 8: Program Performance Monitoring and Evaluation	
Task Lead	
Program Performance Monitoring and Evaluation SME	
Federal Program Reporting SME	
Program Monitoring Manager	
Program Monitoring Specialist III	
Program Monitoring Specialist II	
Program Monitoring Specialist I	
Compliance Specialist	
Data Analyst and Reporting Specialist	
TASK 9: Civil Rights, Fair Housing, Labor Standards, and Hist	
Task Lead	
Federal Regulations SME	
Compliance Specialist II	
Compliance Specialist	
SOI Historian and Archeologist	
TASK 10: Audit Readiness and Monitoring Support	
Task Lead	
Audit and Monitoring Support SME	
Audit and Monitoring Manager	
Audit and Monitoring Specialist III	
Audit and Compliance Specialist II	
Audit and Monitoring Specialist II	
Audit and Monitoring Specialist I	
TASK 11: Technical and Engineering Support for Infrastructur	
Task Lead	
Senior Infrastructure Consultant	
Junior Infrastructure Consultant	
Senior Housing Program Consultant	
Junior Housing Program Consultant	

TASK ORDER CATEGORY	NAMES OF PERSONNEL
TASK 12: Training, Technical Assistance, and Capacity Building	
Task Lead	CONFIDENTIAL. N.C. Gen. Stat. § 66-152 and N.C. Gen. Stat. §132-1.2.
Technical Assistance and Training SME	
Technical Assistance and Training Provider	
Technical Coordinator and Content Creation	
Case Manager Lead	
Case Manager	
TASK 13: Relocation Program (URA/TRA) Development and C	
URA/TRA Manager	
URA SME	
Case Manager Lead	
Case Manager	
QA/QC Specialists	
Property Inspections	
Appeals Specialist	
Business Analyst	
TASK 14: Communication, Public Information, and Outreach	
Task Lead	
Engagement, Communications, and Outreach SME	
Sr. Community Liaison	
Community Liaison	
Graphics and Design	
TASK 15: Grant Management	
Task Lead	
Grant Management SME	
Grant Manager III	
Grant Manager II	
Grant Specialist/Administrator	
TASK 16: Technical Systems Specifications & Project Manage	
Software Project Manager	
Program Software SME	
Business Analyst	
TASK 17: Environmental Review	
Environmental Services Lead	

5.0 Resumes and Bios

IEM is pleased to provide the following resumes of key staff to support the tasks laid out by DCR. Additional staff are readily available to ensure proper capacity is assigned to complete any and all work requested by DCR in subsequent task orders.

IEM presents the resume of [Marion McFadden, Vice President of Disaster Recovery](#), first. She will be the Senior Executive in charge of the program and serve as an SME for a number of tasks should her expertise be required.

The resumes are ordered alphabetically with relevant task numbers indicated on applicable resumes.

6.0 Examples

IEM presents examples of projects of a similar type and size performed within the last five years in **Attachment H** on the following pages.

ATTACHMENT H: EXPERIENCE

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

Example 1	
Client Name:	CONFIDENTIAL. N.C. Gen. Stat. § 66-152 and N.C. Gen. Stat. §132-1.2.
Program:	
Brief Description of Services Rendered:	

	CONFIDENTIAL. N.C. Gen. Stat. § 66-152 and N.C. Gen. Stat. §132- 1.2.
--	-----------------------------------------------------------------------

Example 2	
Client Name:	CONFIDENTIAL. N.C. Gen. Stat. § 66-152 and N.C. Gen. Stat. §132- 1.2.
Program:	
Brief Description of Services Rendered:	

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CONFIDENTIAL. N.C. Gen. Stat. § 66-152 and N.C. Gen. Stat. §132- 1.2.

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Example 3	
Client Name:	
Program:	

CONFIDENTIAL. N.C. Gen. Stat. § 66-152 and N.C. Gen. Stat. §132- 1.2.

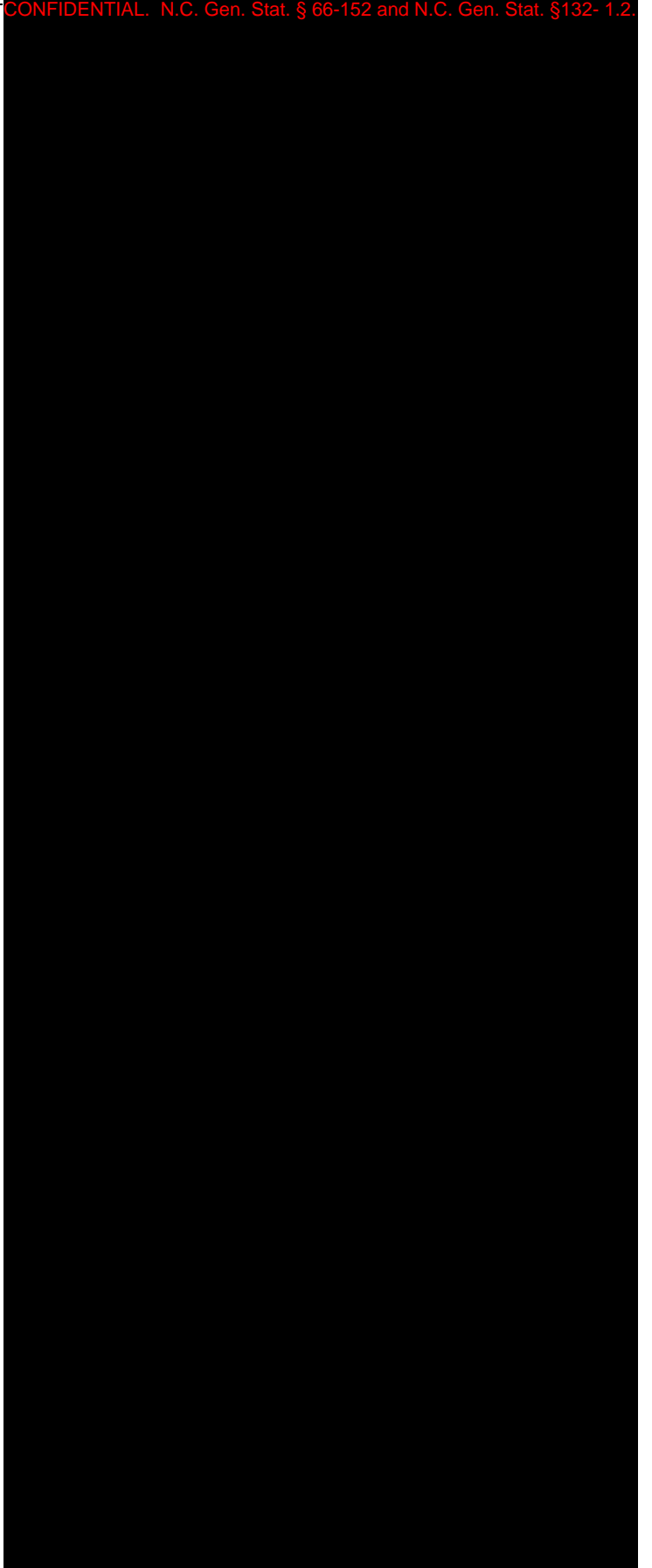
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Brief Description of Services Rendered:	CONFIDENTIAL. N.C. Gen. Stat. § 66-152 and N.C. Gen. Stat. §132- 1.2.
------------------------------------------------	------------------------------------------------------------------------------

Example 4	
Client Name:	CONFIDENTIAL. N.C. Gen. Stat. § 66-152 and N.C. Gen. Stat. §132- 1.2.
Program:	

Brief Description of Services Rendered:

CONFIDENTIAL. N.C. Gen. Stat. § 66-152 and N.C. Gen. Stat. §132- 1.2.



CONFIDENTIAL. N.C. Gen. Stat. § 66-152 and N.C. Gen. Stat. §132- 1.2.

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CONFIDENTIAL. N.C. Gen. Stat. § 66-152 and N.C. Gen. Stat. §132- 1.2.

Example 5

Client Name:

Program:

Brief Description of Services Rendered:

CONFIDENTIAL. N.C. Gen. Stat. § 66-152 and N.C. Gen. Stat. §132- 1.2.

	CONFIDENTIAL. N.C. Gen. Stat. § 66-152 and N.C. Gen. Stat. §132- 1.2.
--	-----------------------------------------------------------------------

Example 6	
Client Name:	CONFIDENTIAL. N.C. Gen. Stat. § 66-152 and N.C. Gen. Stat. §132- 1.2.
Program:	
Brief Description of Services Rendered:	

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CONFIDENTIAL. N.C. Gen. Stat. § 66-152 and N.C. Gen. Stat. §132- 1.2.

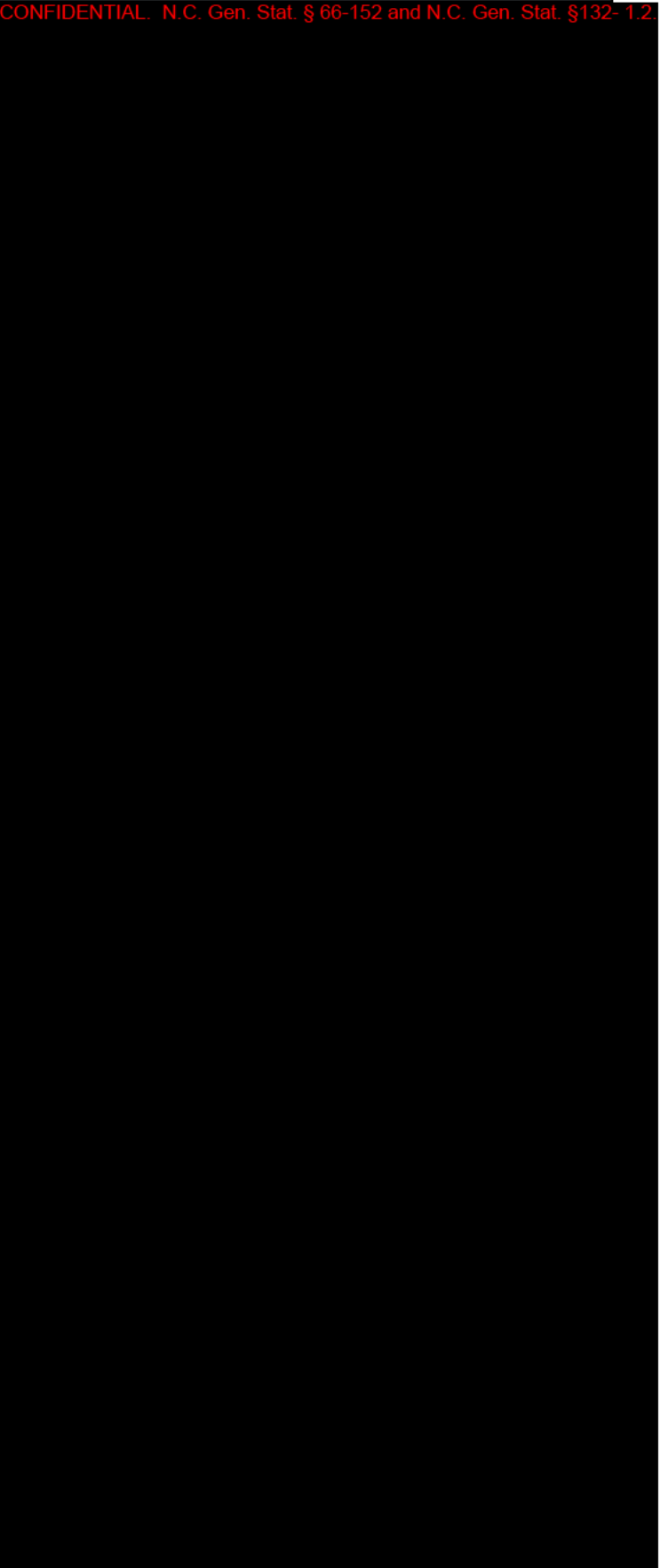
Example 7

Client Name:

Program:

Brief Description of Services Rendered:

CONFIDENTIAL. N.C. Gen. Stat. § 66-152 and N.C. Gen. Stat. §132- 1.2.

Example 8	
Client Name:	CONFIDENTIAL. N.C. Gen. Stat. § 66-152 and N.C. Gen. Stat. §132- 1.2. 
Program:	
Brief Description of Services Rendered:	

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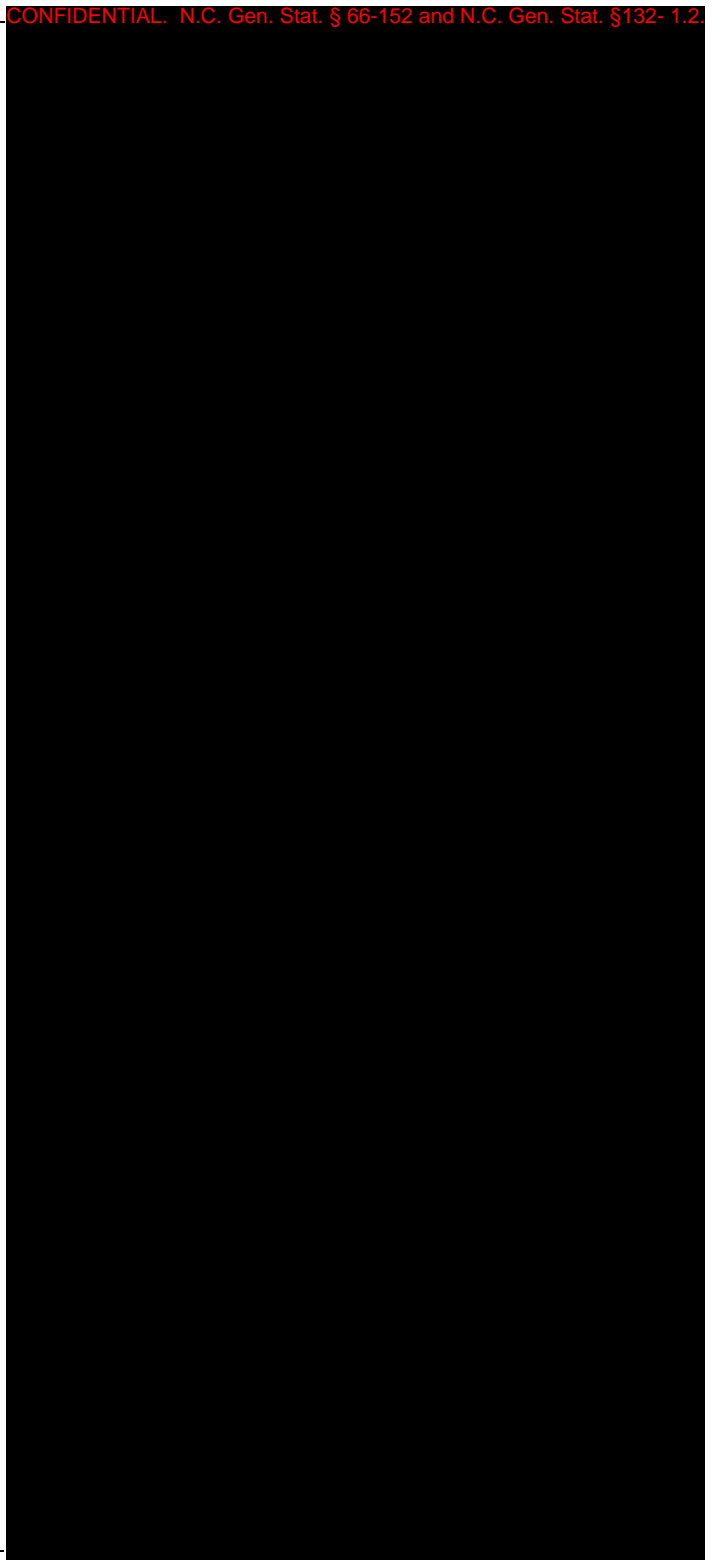
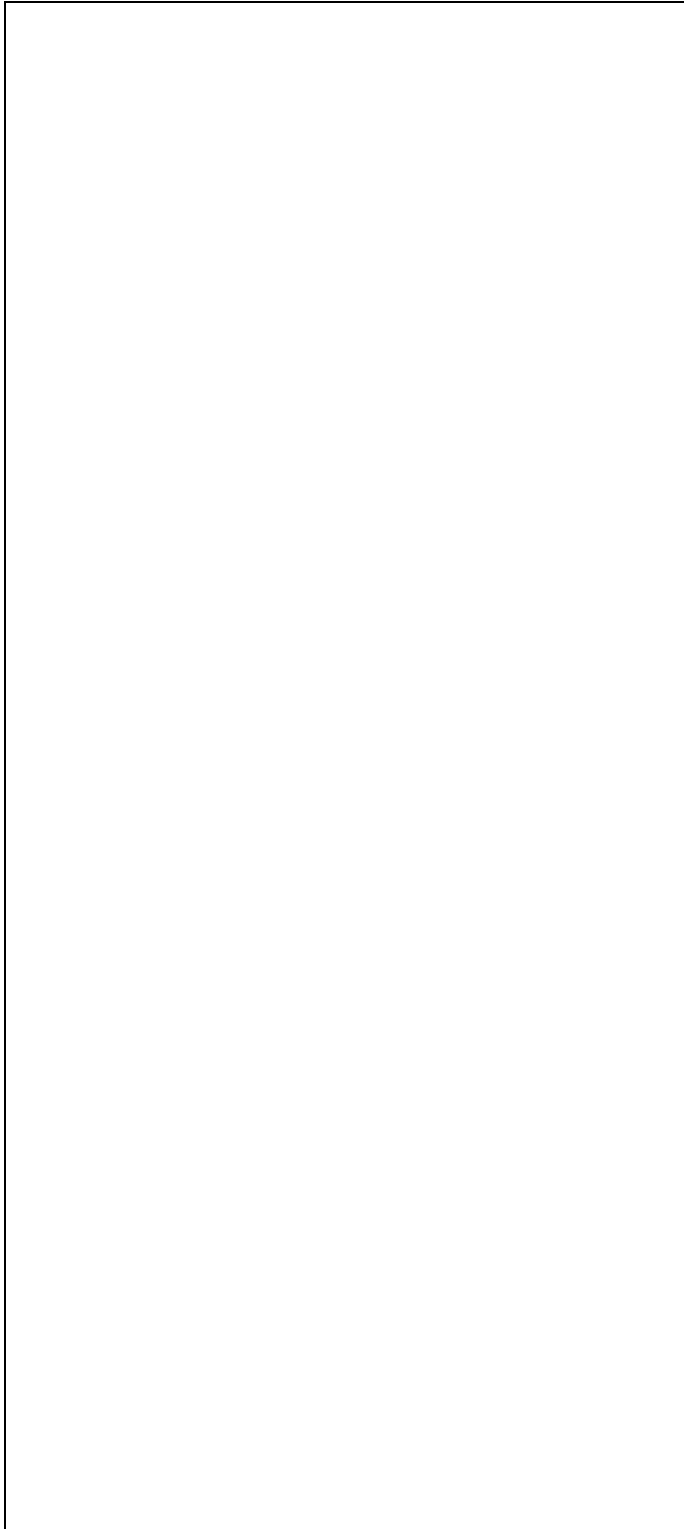
CONFIDENTIAL. N.C. Gen. Stat. § 66-152 and N.C. Gen. Stat. §132- 1.2.

Example 9

Client Name:
Program:
Brief Description of Services Rendered:

CONFIDENTIAL. N.C. Gen. Stat. § 66-152 and N.C. Gen. Stat. §132- 1.2.

CONFIDENTIAL. N.C. Gen. Stat. § 66-152 and N.C. Gen. Stat. §132- 1.2.



7.0 Other Required Information

7.1 Insurance

IEM International, Inc. will acquire insurance with financially sound and reputable independent insurers, in the type and amount specified in this RFP. Evidence of this insurance will be submitted to DCR upon issuance of a task order award.

7.2 HUB Participation

IEM has noted in Attachment E, that we are a Historically Underutilized Business (HUB) and are certified by North Carolina as such. We have included a copy of our certification letter on the following page.



North Carolina
Department of Administration
Office for Historically Underutilized Businesses

Gabriel J. Esparza
Secretary

Alicia Lyon
Director

8/15/2025

Madhu Beriwal

Certification Number: HUB-38147
IEM International, Inc. (Minority Owned)
5420 Wade Park Blvd, Ste 140
Raleigh, North Carolina 27607-4188

Dear Madhu Beriwal:

The Office for Historically Underutilized Businesses (HUB Office) is pleased to inform you that your company is now certified as a Historically Underutilized Business. Your firm is listed in the Statewide Uniform Certification (SWUC) Program database. This HUB certification remains in effect for a duration of 4 years.

You must notify the HUB Office in writing within 30 days of any changes affecting your compliance with SWUC Program eligibility requirements, including changes in ownership, day-to-day management and operational control. Failure to notify the HUB Office of these changes or reapply for certification in a timely manner may cause your HUB Certification to be revoked. In addition, please be advised your status may be changed if there is a 3rd party challenge granted against your firm. The link to the HUB Office 3rd party challenge form can be located at [Third Party Challenge Form](#). All information submitted to the Office for Historically Underutilized Business is subject to audit and review.

The HUB Office collaborates with local Minority/Women/Small Business (M/W/SBE) Offices who offer assistance to certified HUB firms with identifying contract opportunities with state and local government. Many of these offices also offer assistance with business development. Please visit our website at <https://www.doa.nc.gov/divisions/historically-underutilized-businesses-hub/resources/state-local-contracting> to locate the local office near you.

It is important to note that although your status as a certified HUB firm can improve your access to state and local government contracts, this certification does not guarantee contract awards. Your ability to research opportunities and bid competitively will be important to your success in this program. We are committed to assisting you through the process. We provide training and resource materials to assist vendors in navigating state government solicitations. Visit our web site for more information at [NC DOA Historically Underutilized Businesses \(HUB\) Office - Minority, Women-Owned & Small Businesses](#).

Thank you for your interest and participation in the SWUC Program as a Historically Underutilized Business firm with the State of North Carolina.

Sincerely,

[Redacted Signature]

Alicia Lyon
Director

7.3 Pricing

IEM has indicated in the returned RFP Attachment A that it is offering our services on all 17 Task areas described in the Scope of Work. We have submitted our pricing on the portal in an Excel spreadsheet designed after the pricing section of Attachment A. We also present the pricing on the following five pages.

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)	CONFIDENTIAL. N.C. Gen. Stat. § 66-152 and N.C. Gen. Stat. §132- 1.2.		
<i>Vendor to Indicate All Position Title(s) HERE</i>			
Task Lead			
Policy and Procedures SME			
Policy Analysts			
Technical Editing			
508 ADA Compliance Editor			
TASK 2 – Financial Compliance, Oversight, and Fraud Prevention			
<i>Vendor to Indicate All Position Title(s) HERE</i>			
Task Lead			
Compliance and Oversight SME			
Compliance and Oversight Manager			
Compliance and Oversight Specialist III			
Compliance and Oversight Specialist II			
Compliance and Fraud Specialist II			
Compliance and Fraud Specialist I			
TASK 3 – Duplication of Benefits (DOB) Compliance			
<i>Vendor to Indicate All Position Title(s) HERE</i>			
DOB Lead			
Duplication of Benefits SME			
DOB Specialists			
TASK 4 – Procurement Compliance and Monitoring			
<i>Vendor to Indicate All Position Title(s) HERE</i>			

Task Lead	CONFIDENTIAL. N.C. Gen. Stat. § 66-152 and N.C. Gen. Stat. §132- 1.2.
Procurement Compliance SME	
Procurement Compliance Manager	
Procurement Compliance Specialist III	
Procurement Compliance Specialist II	
Procurement Compliance Specialist I	
TASK 5 – Claims, Appeals, and Case Reviews	
<i>Vendor to Indicate All Position Title(s) HERE</i>	
Appeals Lead	
Appeals and Claims SME	
Appeals/Claims Specialists	
TASK 6 – Action Plan Development and Amendments	
<i>Vendor to Indicate All Position Title(s) HERE</i>	
Task Lead	
Action Plan SME	
Economic Revitalization SME	
Technical Writers	
GIS	
ADA Section 508 Compliance	
TASK 7 – Needs Assessments, Market Analysis, and Geospatial Support	
<i>Vendor to Indicate All Position Title(s) HERE</i>	
Task Lead	
Assessment and Data Analysis SME	
Data Analyst	
GIS	
Technical Writers	
TASK 8 – Program Performance Monitoring and Evaluation	
<i>Vendor to Indicate All Position Title(s) HERE</i>	
Task Lead	
Program Performance Monitoring and Evaluation SME	

Federal Program Reporting SME
Program Monitoring Specialist III
Program Monitoring Specialist II
Program Monitoring Specialist I
Data Analyst and Reporting Specialist
Program Monitoring Manager
TASK 9 – Civil Rights, Fair Housing, Labor Standards, and Historic Preservation
<i>Vendor to Indicate All Position Title(s) HERE</i>
Task Lead
Federal Regulations SME
Compliance Specialist II
Compliance Specialist
SOI Historian
SOI Archeologist
TASK 10 – Audit Readiness and Monitoring Support
<i>Vendor to Indicate All Position Title(s) HERE</i>
Task Lead
Audit and Monitoring Support SME
Audit and Monitoring Manager
Audit and Monitoring Specialist III
Audit and Compliance Specialist II
Compliance Monitoring Specialist I
TASK 11 – Technical and Engineering Support for Infrastructure and Housing Projects
<i>Vendor to Indicate All Position Title(s) HERE</i>
Task Lead
Senior Infrastructure Consultant
Junior Infrastructure Consultant
Senior Housing Program Consultant
Junior Housing Program Consultant

CONFIDENTIAL. N.C. Gen. Stat. § 66-152 and N.C. Gen. Stat. §132- 1.2.

TASK ORDER CATEGORY	YEAR 1 HOURLY RATE	YEAR 2 HOURLY RATE	YEAR 3 HOURLY RATE
TASK 12 – Training, Technical Assistance, and Capacity Building	CONFIDENTIAL- N.C. Gen. Stat. § 66-152 and N.C. Gen. Stat. §132- 1.2.		
<i>Vendor to Indicate All Position Title(s) HERE</i>			
Task Lead			
Technical Assistance and Training Provider SME			
Technical Assistance and Training Provider			
Training Coordinator and Content Creation			
Case Manager Lead			
Case Manager			
TASK 13 – Relocation Program (URA/TRA) Development and Compliance Support			
<i>Vendor to Indicate All Position Title(s) HERE</i>			
URA/TRA Manager			
URA SME			
Case Manager Lead			
URA Case Manager			
QA/QC Specialists			
Property Inspections			
Appeals Specialists			
Business Analyst			
TASK 14 – Communication, Public Information, and Outreach Support			
<i>Vendor to Indicate All Position Title(s) HERE</i>			
Task Lead			
Engagement, Communications, and Outreach SME			
Sr. Community Liaison			
Community Liaison			
Graphics and Design			
TASK 15 – Grant Management			
<i>Vendor to Indicate All Position Title(s) HERE</i>			
Task Lead			

Grant Management SME	CONFIDENTIAL. N.C. Gen. Stat. § 66-152 and N.C. Gen. Stat. §132- 1.2.		
Grant Manager III			
Grant Manager II			
Grant Specialist			
TASK 16 – Technical Systems Specification & Project Management			
<i>Vendor to Indicate All Position Title(s) HERE</i>			
Software Project Manager			
Program Software SME			
Software Business Analyst			
TASK 17 – Environmental Review*	UNIT COST	UNIT COST	UNIT COST
Initial Environmental Review:	CONFIDENTIAL. N.C. Gen. Stat. § 66-152 and N.C. Gen. Stat. §132- 1.2.		
Exempt			
Categorically Excluded Not Subject to §58.5			
Categorically Excluded Subject to §58.5			
Environmental Assessment			
Environmental Impact Statements			
Reevaluation Environmental Review:	CONFIDENTIAL. N.C. Gen. Stat. § 66-152 and N.C. Gen. Stat. §132- 1.2.		
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

7.4 Financial Information

IEM presents its confidential audited financial statements for 2022, 2023, and 2024. We also present a confidential, unaudited financial statement for the most recent quarter of operation ending on June 27, 2025.

At the submission of this proposal, there are no known events, liabilities and/or contingent liabilities that would affect IEM's financial ability to perform this contract.

We have also attached a copy of the State of North Carolina Substitute W-9 Form.

General Instructions

For General Instructions, please refer to the IRS Form W-9 located on the IRS Website (<https://www.irs.gov/>).

Specific Instructions

Section 1 -Taxpayer Identification

1. Taxpayer Identification Type. Check the type of identification number provided in box 2.

2. Taxpayer Identification Number (TIN). Enter taxpayer's nine-digit Employer Identification Number (EIN), Social Security Number (SSN), or Individual Taxpayer Identification Number (ITIN) without dashes.

Note: If an LLC has one owner, the LLC's default tax status is "disregarded entity". If an LLC has two owners, the LLC's default tax status is "partnership". If an LLC has elected to be taxed as a corporation, it must file IRS Form 2553 (S Corporation) or IRS Form 8832 (C Corporation).

3. Unique Entity Identifier or DUNS Number. Suppliers are requested to enter their Unique Entity ID number or DUNS Number created in SAM.gov, if applicable.

4. Legal Name. Enter the legal name as registered with the IRS or Social Security Administration. For individuals, enter the name of the person who will do business with the State of NC as it appears on the Social Security Card or other required Federal tax documents. An organization should enter the name shown on its charter or other legal documents that created the organization. Do not abbreviate names. Do not enter a DBA or Disregarded Entity Name on this line.

5. Business Name. Business, Disregarded Entity, trade, or DBA ("doing business as") name.

Contact Information

6. Enter your **Legal Address**.

7. Enter your **Remittance Address, if applicable**. A **Remittance Address** is the location in which you or your entity receives business payments.

8. Enter the **Contact Name**.

9. Enter your **Business Phone Number**.

10. Enter your **Fax Number**, if applicable.

11. Enter your **Email Address**.

For clarification on IRS Guidelines, see www.irs.gov.

12. Entity Type. Select the appropriate entity type.

13. Entity Classification. Select the appropriate classification type.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the Exemptions box, any code(s) that may apply to you. See Exempt payee code and Exemption from FATCA reporting code below.

14. Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1 - An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2 - The United States or any of its agencies or instrumentalities
- 3 - A state, the District of Columbia, a possession of the United States, or any of their political subdivisions, or instrumentalities
- 4 - A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5 - A corporation
- 6 - A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7 - A futures commission merchant registered with the Commodity Futures Trading Commission
- 8 - A real estate investment trust
- 9 - An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10 - A common trust fund operated by a bank under section 584(a)
- 11 - A financial institution
- 12 - A middleman known in the investment community as a nominee or custodian
- 13 - A trust exempt from tax under section 664 or described in section 4947.

NC Office of the State Controller Substitute W-9 Instructions

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

If the payment is for...	THEN the payment is exempt for...
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A - An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B - The United States or any of its agencies or instrumentalities

C - A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D - A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E - A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F - A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G - A real estate investment trust

H - A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I - A common trust fund as defined in section 584(a)

J - A bank as defined in section 581

K - A broker

L - A trust exempt from tax under section 664 or described in section 4947(a)(1)

M - A tax exempt trust under a section 403(b) plan or section 457(g) plan

Section 2 - Certification

To establish to the paying agency that your TIN is correct, you are not subject to backup withholding, or you are a U.S. person, or resident alien, sign the certification on NC Substitute Form W-9. You are being requested to sign by the State of North Carolina.

For additional information please refer to the IRS Form W-9 located on the IRS Website (<https://www.irs.gov/>).

