

Contract Award

| | |
|-----------------------|-------------------------------|
| Contract Number: | Doc1677946894 |
| Contract Description: | Staff Augmentation |
| Vendor: | McKinsey & Company |

Task Order Categories Awarded:

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

TASK 2 – Financial Compliance, Oversight, and Fraud Prevention

TASK 5 – Claims, Appeals, and Case Reviews

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

TASK 8 – Program Performance Monitoring and Evaluation

State of North Carolina
Staff Augmentation

RFP#: Doc1677946894
September 11, 2025

16.0 Execution Page & Addenda

| STATE OF NORTH CAROLINA <i>Division of Community Revitalization (DCR)</i> | |
|---|--|
| Refer ALL 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: | | |
| McKinsey Company, Inc. Washington D.C. | | |
| STREET ADDRESS: | P.O. BOX: | ZIP: |
| 1200 19th St. NW, Suite 1000 | NA | NA |
| CITY & STATE & ZIP: | TELEPHONE NUMBER: | TOLL FREE TEL. NO.: |
| Washington, DC 20036 | 202-662-3100 | NA |
| PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE: | | |
| NA | | |
| PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: | FAX NUMBER: | |
| Todd Wintner, Partner | NA | |
| VENDOR'S AUTHORIZED SIGNATURE: | DATE: | EMAIL: |
|  | 9/3/2025 | tony_demidio@mckinsey.com |

Proposal Number: Doc1677946894

Vendor: _____

VALIDITY PERIOD

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

ACCEPTANCE OF PROPOSAL

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

FOR STATE USE ONLY: Offer accepted and Contract awarded this 19th day of December, 2025, as indicated on the attached

Signed by: _____ (Authorized Representative of Department of Commerce).



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): McKinsey & Company, Inc. Washington D.C.

Authorized Signature:

Name and Title: Tony D'Emidio, Partner

Date: December , 2025

MB3 Inc., DBA Civix**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> | | | |
| Project Director | \$ 280.00 | \$ 288.40 | \$ 297.05 |
| Project Manager | \$ 195.00 | \$ 200.85 | \$ 206.88 |
| Subject Matter Expert I | \$ 245.00 | \$ 252.35 | \$ 259.92 |
| Technical Manager | \$ 225.00 | \$ 231.75 | \$ 238.70 |
| Senior Grant Manager | \$ 185.00 | \$ 190.55 | \$ 196.27 |
| Grant Manager | \$ 155.00 | \$ 159.65 | \$ 164.44 |
| Grant Analyst | \$ 120.00 | \$ 123.60 | \$ 127.31 |
| Senior Planner | \$ 185.00 | \$ 190.55 | \$ 196.27 |
| Planner | \$ 120.00 | \$ 123.60 | \$ 127.31 |
| TASK 2 - Financial Compliance, Oversight, and Fraud Prevention | | | |
| <i>Vendor to indicate All Position Title(s) HERE</i> | | | |
| Project Director | \$ 280.00 | \$ 288.40 | \$ 297.05 |
| Project Manager | \$ 195.00 | \$ 200.85 | \$ 206.88 |
| Subject Matter Expert I | \$ 245.00 | \$ 252.35 | \$ 259.92 |
| Senior Grant Manager | \$ 185.00 | \$ 190.55 | \$ 196.27 |
| Grant Manager | \$ 155.00 | \$ 159.65 | \$ 164.44 |
| Grant Analyst | \$ 120.00 | \$ 123.60 | \$ 127.31 |
| TASK 3 - Duplication of Benefits (DOB) Compliance | | | |
| <i>Vendor to indicate All Position Title(s) HERE</i> | | | |
| Project Director | \$ 280.00 | \$ 288.40 | \$ 297.05 |
| Project Manager | \$ 195.00 | \$ 200.85 | \$ 206.88 |
| Subject Matter Expert I | \$ 245.00 | \$ 252.35 | \$ 259.92 |
| Senior Grant Manager | \$ 185.00 | \$ 190.55 | \$ 196.27 |
| Grant Manager | \$ 155.00 | \$ 159.65 | \$ 164.44 |
| Grant Analyst | \$ 120.00 | \$ 123.60 | \$ 127.31 |
| TASK 4 - Procurement Compliance and Monitoring | | | |
| <i>Vendor to indicate All Position Title(s) HERE</i> | | | |
| Project Director | \$ 280.00 | \$ 288.40 | \$ 297.05 |
| Project Manager | \$ 195.00 | \$ 200.85 | \$ 206.88 |
| Subject Matter Expert I | \$ 245.00 | \$ 252.35 | \$ 259.92 |
| Senior Grant Manager | \$ 185.00 | \$ 190.55 | \$ 196.27 |
| Grant Manager | \$ 155.00 | \$ 159.65 | \$ 164.44 |
| Grant Analyst | \$ 120.00 | \$ 123.60 | \$ 127.31 |
| TASK 5 - Claims, Appeals, and Case Reviews | | | |
| <i>Vendor to indicate All Position Title(s) HERE</i> | | | |

| TASK ORDER CATEGORY | YEAR 1 HOURLY RATE | YEAR 2 HOURLY RATE | YEAR 3 HOURLY RATE |
|--|-----------------------|-----------------------|-----------------------|
| Project Director | \$ 280.00 | \$ 288.40 | \$ 297.05 |
| Project Manager | \$ 195.00 | \$ 200.85 | \$ 206.88 |
| Subject Matter Expert I | \$ 245.00 | \$ 252.35 | \$ 259.92 |
| Senior Grant Manager | \$ 185.00 | \$ 190.55 | \$ 196.27 |
| Grant Manager | \$ 155.00 | \$ 159.65 | \$ 164.44 |
| Grant Analyst | \$ 120.00 | \$ 123.60 | \$ 127.31 |
| TASK 6 - Action Plan Development and Amendments | | | |
| Vendor to indicate All Position Title(s) HERE | | | |
| Project Director | \$ 280.00 | \$ 288.40 | \$ 297.05 |
| Project Manager | \$ 195.00 | \$ 200.85 | \$ 206.88 |
| Subject Matter Expert I | \$ 245.00 | \$ 252.35 | \$ 259.92 |
| Technical Manager | \$ 225.00 | \$ 231.75 | \$ 238.70 |
| Senior Grant Manager | \$ 185.00 | \$ 190.55 | \$ 196.27 |
| Grant Manager | \$ 155.00 | \$ 159.65 | \$ 164.44 |
| Grant Analyst | \$ 120.00 | \$ 123.60 | \$ 127.31 |
| Senior Planner | \$ 185.00 | \$ 190.55 | \$ 196.27 |
| Planner | \$ 120.00 | \$ 123.60 | \$ 127.31 |
| TASK 7 - Needs Assessment, Market Analysis and Geospatial Support | | | |
| Vendor to indicate All Position Title(s) HERE | | | |
| Project Director | \$ 280.00 | \$ 288.40 | \$ 297.05 |
| Project Manager | \$ 195.00 | \$ 200.85 | \$ 206.88 |
| Subject Matter Expert I | \$ 245.00 | \$ 252.35 | \$ 259.92 |
| Technical Manager | \$ 225.00 | \$ 231.75 | \$ 238.70 |
| Senior Grant Manager | \$ 185.00 | \$ 190.55 | \$ 196.27 |
| Grant Manager | \$ 155.00 | \$ 159.65 | \$ 164.44 |
| Grant Analyst | \$ 120.00 | \$ 123.60 | \$ 127.31 |
| Senior Planner | \$ 185.00 | \$ 190.55 | \$ 196.27 |
| Planner | \$ 120.00 | \$ 123.60 | \$ 127.31 |
| TASK 8 - Program Performance Monitoring and Evaluation | | | |
| Vendor to indicate All Position Title(s) HERE | | | |
| Project Director | \$ 280.00 | \$ 288.40 | \$ 297.05 |
| Project Manager | \$ 195.00 | \$ 200.85 | \$ 206.88 |
| Subject Matter Expert I | \$ 245.00 | \$ 252.35 | \$ 259.92 |
| Technical Manager | \$ 225.00 | \$ 231.75 | \$ 238.70 |
| Senior Grant Manager | \$ 185.00 | \$ 190.55 | \$ 196.27 |
| Grant Manager | \$ 155.00 | \$ 159.65 | \$ 164.44 |
| Grant Analyst | \$ 120.00 | \$ 123.60 | \$ 127.31 |
| Senior Planner | \$ 185.00 | \$ 190.55 | \$ 196.27 |
| Planner | \$ 120.00 | \$ 123.60 | \$ 127.31 |
| TASK 9 - Civil Rights, Fair Housing, Labor Standards, and Historic Preservation | | | |
| Vendor to indicate All Position Title(s) HERE | | | |
| Project Director | \$ 280.00 | \$ 288.40 | \$ 297.05 |
| Project Manager | \$ 195.00 | \$ 200.85 | \$ 206.88 |
| Subject Matter Expert I | \$ 245.00 | \$ 252.35 | \$ 259.92 |

| TASK ORDER CATEGORY | YEAR 1 HOURLY RATE | YEAR 2 HOURLY RATE | YEAR 3 HOURLY RATE |
|--|-----------------------|-----------------------|-----------------------|
| Technical Manager | \$ 225.00 | \$ 231.75 | \$ 238.70 |
| Senior Grant Manager | \$ 185.00 | \$ 190.55 | \$ 196.27 |
| Grant Manager | \$ 155.00 | \$ 159.65 | \$ 164.44 |
| Grant Analyst | \$ 120.00 | \$ 123.60 | \$ 127.31 |
| Senior Planner | \$ 185.00 | \$ 190.55 | \$ 196.27 |
| Planner | \$ 120.00 | \$ 123.60 | \$ 127.31 |
| TASK 10 - Audit Readiness and Monitoring Support | | | |
| Vendor to indicate All Position Title(s) HERE | | | |
| Project Director | \$ 280.00 | \$ 288.40 | \$ 297.05 |
| Project Manager | \$ 195.00 | \$ 200.85 | \$ 206.88 |
| Subject Matter Expert I | \$ 245.00 | \$ 252.35 | \$ 259.92 |
| Senior Grant Manager | \$ 185.00 | \$ 190.55 | \$ 196.27 |
| Grant Manager | \$ 155.00 | \$ 159.65 | \$ 164.44 |
| Grant Analyst | \$ 120.00 | \$ 123.60 | \$ 127.31 |
| TASK 11 - Technical and Engineering Support for Infrastructure and Housing Projects | | | |
| Vendor to indicate All Position Title(s) HERE | | | |
| | | | |
| | | | |
| | | | |
| TASK 12 - Training, Technical Assistance, Capacity Building | | | |
| Vendor to indicate All Position Title(s) HERE | | | |
| Project Director | \$ 280.00 | \$ 288.40 | \$ 297.05 |
| Project Manager | \$ 195.00 | \$ 200.85 | \$ 206.88 |
| Subject Matter Expert I | \$ 245.00 | \$ 252.35 | \$ 259.92 |
| Technical Manager | \$ 225.00 | \$ 231.75 | \$ 238.70 |
| Senior Grant Manager | \$ 185.00 | \$ 190.55 | \$ 196.27 |
| Grant Manager | \$ 155.00 | \$ 159.65 | \$ 164.44 |
| Grant Analyst | \$ 120.00 | \$ 123.60 | \$ 127.31 |
| Senior Planner | \$ 185.00 | \$ 190.55 | \$ 196.27 |
| Planner | \$ 120.00 | \$ 123.60 | \$ 127.31 |
| TASK 13 - Relocation Program (URA/TRA) Development and Compliance Support | | | |
| Vendor to indicate All Position Title(s) HERE | | | |
| Project Director | \$ 280.00 | \$ 288.40 | \$ 297.05 |
| Project Manager | \$ 195.00 | \$ 200.85 | \$ 206.88 |
| Subject Matter Expert I | \$ 245.00 | \$ 252.35 | \$ 259.92 |
| Technical Manager | \$ 225.00 | \$ 231.75 | \$ 238.70 |
| Senior Grant Manager | \$ 185.00 | \$ 190.55 | \$ 196.27 |
| Grant Manager | \$ 155.00 | \$ 159.65 | \$ 164.44 |
| Grant Analyst | \$ 120.00 | \$ 123.60 | \$ 127.31 |
| Senior Planner | \$ 185.00 | \$ 190.55 | \$ 196.27 |
| Planner | \$ 120.00 | \$ 123.60 | \$ 127.31 |
| TASK 14 - Communication, Public Information, and Outreach Support | | | |
| Vendor to indicate All Position Title(s) HERE | | | |

| TASK ORDER CATEGORY | YEAR 1 HOURLY RATE | YEAR 2 HOURLY RATE | YEAR 3 HOURLY RATE |
|---|-----------------------|-----------------------|-----------------------|
| Project Director | \$ 280.00 | \$ 288.40 | \$ 297.05 |
| Project Manager | \$ 195.00 | \$ 200.85 | \$ 206.88 |
| Subject Matter Expert I | \$ 245.00 | \$ 252.35 | \$ 259.92 |
| Technical Manager | \$ 225.00 | \$ 231.75 | \$ 238.70 |
| Senior Grant Manager | \$ 185.00 | \$ 190.55 | \$ 196.27 |
| Grant Manager | \$ 155.00 | \$ 159.65 | \$ 164.44 |
| Grant Analyst | \$ 120.00 | \$ 123.60 | \$ 127.31 |
| Senior Planner | \$ 185.00 | \$ 190.55 | \$ 196.27 |
| Planner | \$ 120.00 | \$ 123.60 | \$ 127.31 |
| TASK 15 - Grant Management | | | |
| Vendor to indicate All Position Title(s) HERE | | | |
| Project Director | \$ 280.00 | \$ 288.40 | \$ 297.05 |
| Project Manager | \$ 195.00 | \$ 200.85 | \$ 206.88 |
| Subject Matter Expert I | \$ 245.00 | \$ 252.35 | \$ 259.92 |
| Technical Manager | \$ 225.00 | \$ 231.75 | \$ 238.70 |
| Senior Grant Manager | \$ 185.00 | \$ 190.55 | \$ 196.27 |
| Grant Manager | \$ 155.00 | \$ 159.65 | \$ 164.44 |
| Grant Analyst | \$ 120.00 | \$ 123.60 | \$ 127.31 |
| Senior Planner | \$ 185.00 | \$ 190.55 | \$ 196.27 |
| Planner | \$ 120.00 | \$ 123.60 | \$ 127.31 |
| TASK 16 - Technical Systems Specification & Project Management | | | |
| Vendor to indicate All Position Title(s) HERE | | | |
| Project Director | \$ 280.00 | \$ 288.40 | \$ 297.05 |
| Project Manager | \$ 195.00 | \$ 200.85 | \$ 206.88 |
| Subject Matter Expert I | \$ 245.00 | \$ 252.35 | \$ 259.92 |
| Senior Grant Manager | \$ 185.00 | \$ 190.55 | \$ 196.27 |
| Grant Manager | \$ 155.00 | \$ 159.65 | \$ 164.44 |
| Grant Analyst | \$ 120.00 | \$ 123.60 | \$ 127.31 |
| 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 costs for environmental review **reevaluation**.

*Exempt

*Categorically Excluded Not Subject to §58.5

| TASK ORDER CATEGORY | YEAR 1 HOURLY RATE | YEAR 2 HOURLY RATE | YEAR 3 HOURLY RATE |
|---------------------|-----------------------|-----------------------|-----------------------|
|---------------------|-----------------------|-----------------------|-----------------------|

*Categorically Excluded Subject to §58.5

*Environmental Assessment

*Environmental Impact Statements

**McKinsey
& Company**

September 10, 2025

BY PORTAL SUBMISSION

Angie Dunaway
State of North Carolina
Department of Commerce
angela.dunaway@commerce.nc.gov

Subject: McKinsey & Company, Inc. Washington D.C.'s Position on Release of Documents Related to Request for Proposal ("RFP") Number: DOC 1677946894

Dear Angie Dunaway:

McKinsey & Company, Inc. Washington D.C. ("McKinsey") is affirmatively designating portions of its proposal ("Proposal" or "Document"), submitted in response to **RFP No. DOC 1677946894**, issued by the North Carolina Department of Commerce ("DOC" or "Agency"), as exempt from disclosure under the North Carolina Public Records Law, N.C. Gen. Stat. §§ 132-1 *et seq.* (the "Law"). This letter outlines McKinsey's objections to release of any of the noted information and provides justifications for McKinsey's proposed withholdings and/or designations as required by Title 1, North Carolina Administrative Code, Subchapter 5B, Section .0103.

McKinsey objects to the release of certain information contained in the Document and proposes to redact that information ("Redacted Information"). McKinsey objects to the release of the Redacted Information because: (1) it is protected from disclosure under §§ 133-33, 143-52, and 143-53 of the Law as McKinsey's trade secrets and similar proprietary information; and (2) it includes the personal information of McKinsey's employees, which are exempt from disclosure under § 132-1.10.

In accordance with the Law and RFP instruction 5.3, McKinsey precisely identifies the Redacted Information so that any reasonably segregable portions of the Document may be released. If DOC makes a preliminary decision to release any of the information proposed for redaction, we request an opportunity to provide further representations in support of our objections to release. If the Agency makes a final decision to release any of the information at issue, we request an opportunity to seek judicial relief.

McKinsey appreciates this opportunity to present its justifications for withholding the noted information. If you have further questions, please contact me via telephone at 202-926-7570, or by electronic mail at stefan_martinez@mckinsey.com.

Regards,

[REDACTED]
Stefan P. Martinez
Senior Public Records Counsel

Enclosure: Public Copy - Staff Augmentation_Doc1677946894_McKinsey_vF

State of North Carolina

Staff Augmentation

Community Development Block Grant-Disaster Recovery - Expert Administrative Support

September 11, 2025

Request for Proposals #:

Doc1677946894

Submitted to:

**Angie Dunaway
DCR Procurement Director**

**angela.dunaway@commerce.nc.gov
919-526-8340**

Submitted From:

McKinsey & Company, Inc.

Washington D.C.

1200 19th Street NW, Suite 1000

Washington, DC 20036

Phone: (202) 247-7661

**Todd Wintner, Partner (Authorized
Representative)**

COI Statement:

McKinsey & Company, Inc. Washington D.C. ("McKinsey USG") primarily serves public sector clients, with some social sector and commercial client work. As required by Request for Proposals #: Doc1677946894 ("RFP"), Section 2.7, we are not aware of any McKinsey USG work that poses a conflict of interest with the scope of work. McKinsey USG understands that award of a contract under this RFP will result in scopes of work issued on task order basis. Therefore, McKinsey USG will 1) monitor for organizational conflicts of interest and 2) provide updated disclosures as task orders are issued. For additional transparency, we note that McKinsey & Company, Inc. United States ("McKinsey US"), an affiliate of McKinsey USG, provides or has provided consulting services in the US to commercial institutions across all industries, including those that provide or seek to provide services to the State of North Carolina Department of Commerce. These industries include, construction equipment & technology, construction & building material providers, banking institutions, consumer packaged goods, retail, engineering, private utilities, industry regulators, raw materials mining, metals production, forestry management, electric, oil & gas, insurance institutions, healthcare, logistics providers, distributors, shipping, trucking, air cargo, hotels, foundations, non-profits, bilateral/multilateral organizations, donors, technology, telecommunications & network infrastructure, real estate, private equity and institutional investors. McKinsey US's consulting services include analysis, advice, and implementation support across many areas of business, including marketing and commercial growth (including Go-to-Market strategy and execution, sales optimization, pricing & margin management, customer experience), pricing, operations (including manufacturing, logistics, supply-chain planning, capital projects, process improvements & efficiency, procurement), strategy, value creation (including assessment of capabilities and impact on customers, employees, finance and operations, and social & environmental), people and organization (including talent, operating model, and organization design, change and culture management, leadership, capability building, merger management), management of risk (e.g., portfolio optimization, supply chain), building of resilience against non-navigable events (including crisis response), technology, transformation (including growth oriented transformations, business building and helping companies significantly change their enterprise value and performance trajectory by reducing costs (e.g., procurement, labor, fixed costs, digitization/automation) and/or driving growth (e.g., acquisitions, divestitures, new investments, business building, equity story)), mergers & acquisitions topics (including merger strategy, due diligence, integration planning, divestiture planning, IPOs, JVs & alliances), and sustainability. McKinsey USG does not hold ownership interests in their clients, but we note that other affiliates may hold ownership interests in McKinsey US clients across various industries.

McKinsey & Company

McKinsey & Company, Inc. Washington D.C.
1200 19th Street NW, Suite 1000
Washington, DC 20036
Telephone +1 (202) 662-3100
Fax +1 (202) 662-3175

September 11, 2025

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

Subject: Staff Augmentation, Community Development Block Grant-Disaster Recovery
Expert Administrative Support, Request for Proposals #: Doc1677946894

Dear Director Dunaway:

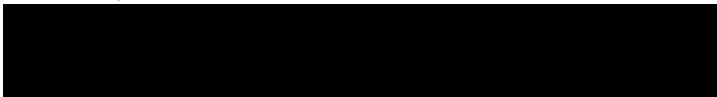
Please find attached McKinsey & Company, Inc. Washington D.C.'s (McKinsey)'s response to State of North Carolina's Department of Commerce (DOC) Division of Community Revitalization (DCR) Staff Augmentation, Community Development Block Grant-Disaster Recovery, Expert Administrative Support, Request for Proposals #: Doc1677946894.

We are responding to Tasks 1, 2, 5, 7, and 8 from the RFP.

As the lead partner for this engagement, I am authorized to make representations on behalf of and legally bind McKinsey. In that capacity, I certify that this proposal is binding upon our firm in all respects for 90 days after submission.

If you have any questions about our proposal response, please do not hesitate to contact me at [REDACTED] or [REDACTED]. For contractual questions, please contact Sara [REDACTED], Senior Contracts Manager, at [REDACTED] or [REDACTED] and mckinsey_contacts@mckinsey.com.

Sincerely,



Todd Wintner, Partner
[REDACTED] – telephone
[REDACTED]

Table of Contents

| | |
|---|-----------|
| 1.0 Executive Summary | 1 |
| 2.0 Brief History of McKinsey & Company | 6 |
| 3.0 Relevant experience with HUD-funded programs or other disaster recovery work . | 8 |
| 3.1 Examples of projects of a similar type and size performed within the last five years (see attachment H in the Section 9)..... | 9 |
| [REDACTED] Example 1: Helene Disaster Recovery for the State of North Carolina | 11 |
| [REDACTED] Example 2: Fraud Detection and Remediation Services for the State of North Carolina | 12 |
| 3.1.3 Example 3: Major Hurricane Recovery in a U.S. Territory..... | 14 |
| 3.1.4 Example 4: COVID-19 Disaster Response and Recovery for the [REDACTED] | 15 |
| 3.1.5 Example 5: COVID-19 Disaster Response and Recovery for [REDACTED] | 16 |
| 3.1.6 Example 6: Tornado Disaster Recovery for the [REDACTED] | 18 |
| 3.1.7 Example 7: Health and Human Services Grants Management for the [REDACTED] | 19 |
| 3.1.8 Example 8: Claims Backlog Reduction for the [REDACTED] | 20 |
| 3.1.9 Example 9: Claims Backlog Reduction for [REDACTED] | 21 |
| 3.1.10 Example 10: Fraud Reduction for the [REDACTED] | 22 |
| 4.0 Approach to fulfilling task orders, including how qualified personnel will be identified and assigned | 23 |
| 4.1 Task 1 Approach: Development of Policies, Procedures, and SOPs | 25 |
| 4.2 Task 2 Approach: Financial compliance, oversight, and fraud prevention | 27 |
| 4.3 Task 5 Approach: Claims, appeals, and case reviews | 31 |
| 4.4 Task 7 Approach: Needs Assessment, Market Analysis, and Geospatial Support..... | 34 |
| 4.5 Task 8 Approach: Program performance monitoring and evaluation | 38 |
| 5.0 Internal systems for quality assurance, regulatory compliance, and project oversight..... | 42 |
| 5.1 Team Structure as a Foundation for Quality..... | 43 |
| 5.2 Quality Assurance Systems | 44 |
| 5.3 Regulatory Compliance for NC and HUD Programs..... | 44 |
| 5.4 Project Oversight and Client Alignment..... | 45 |
| 6.0 Staffing capacity, including the ability to scale quickly for both short-term and long-term assignments..... | 46 |
| 6.1 Staffing Capacity and Scalability | 46 |

| | | |
|--------------------|--|-------------|
| 6.2 | Agility in Deployment | 46 |
| 6.3 | Long-Term Resilience..... | 47 |
| 7.0 | Clear alignment of proposed staff with the type of work to be performed..... | 48 |
| 8.0 | Resumes | 55 |
| | Anthony Shorris..... | 70 |
| 9.0 | Examples (Attachment H) | 77 |
| Appendix A: | Required Attachments | A-1 |
| 10.0 | Attachment A – Task Order Categories / Pricing | A-1 |
| 10.1 | Team-based client service model..... | A-1 |
| 11.0 | Attachment B – North Carolina Instructions to Vendors | A-4 |
| 12.0 | Attachment C – North Carolina General Contract Terms & Conditions | A-4 |
| 13.0 | Attachment D – Location of Workers Utilized by Vendor | A-5 |
| 14.0 | Attachment E – Historically Underutilized Businesses (HUB) Information | A-6 |
| 15.0 | Attachment F – Certification for Contracts, Grants, Loans, and Cooperative Agreements | A-7 |
| | Attachment G – Disclosure of Lobbying Activities..... | A-8 |
| 16.0 | Execution Page & Addenda..... | A-10 |
| 17.0 | Financial Statements..... | A-45 |

Table of Exhibits

| | |
|---|----|
| Exhibit 1: Evaluation criteria | iv |
| Exhibit 2: Example client feedback..... | 6 |
| Exhibit 3: Experience mapping to tasks 1, 2, 5, 7, & 8..... | 9 |
| Exhibit 4: Process optimization journey approach | 26 |
| Exhibit 5: Illustrative deliverable for standard operating procedures | 27 |
| Exhibit 6: Example approach for financial diagnostic..... | 29 |
| Exhibit 7: Fraud prevention and detection capability assessment..... | 30 |
| Exhibit 8: Example approach to improving FWA management performance | 31 |
| Exhibit 9: Example fraud detection enhancements to improve detection rates | 31 |
| Exhibit 10: Case management framework..... | 33 |
| Exhibit 11: Case management approach..... | 34 |
| Exhibit 12: McKinsey's approach to Damage and Needs Assessment following disasters | 36 |
| Exhibit 13: Economic Competitiveness Intelligence Tool (ECIT) framework | 37 |
| Exhibit 14: Illustrative market analysis deliverable..... | 37 |
| Exhibit 15: Overview of 5-step approach to execution of program performance monitoring..... | 40 |

| | |
|--|----|
| Exhibit 16: [REDACTED] | 41 |
| Exhibit 17: [REDACTED] | 41 |
| Exhibit 18: Illustrative deliverable: [REDACTED] | 42 |
| Exhibit 19: Proposed team structure | 42 |
| Exhibit 20: Staff expertise aligned to tasks | 49 |
| Exhibit 21: Background and experience highlights of proposed personnel | 51 |

Evaluation Criteria Mapping

Exhibit 1: Evaluation criteria

| Evaluation Criteria | Where Addressed in Proposal |
|--|--|
| Experience with CDBG-DR and relevant policies | Section 3.0 – Relevant Experience; Attachment H – Project Examples |
| Firm qualifications, financial stability, and capacity | Section 2.0 – History of Organization; Section 5.0 – Staffing Capacity |
| Methodology and technical approach | Section 4.0 – Approach to Fulfilling Task Orders; Task 1–8 Subsections |
| Quality assurance, regulatory compliance, oversight | Section 5.0 – Internal Systems for QA/QC |
| Cost (hourly rates per task order category) | Attachment A – Task Order Categories/Pricing |

1.0 Executive Summary

September 27, 2025 will mark the **one-year anniversary of Hurricane Helene's impacts on North Carolina**. The storm brought historic rainfall, strong winds, tornadoes, flooding, and landslides that led to the death of more than 100 North Carolinians and resulted in ~\$60B in damages to housing, infrastructure, businesses, and public facilities across the State.

Following Helene, **North Carolina acted quickly to jumpstart response and recovery**. Building on work begun under Governor Cooper, Governor Stein's administration launched the Governor's Recovery Office for Western North Carolina (GROW NC) to facilitate collaboration across NC executive agencies, streamline communication, and accelerate recovery, and the NC Department of Commerce's (DOC) Division of Community Revitalization (DCR) to oversee the rebuilding of homes and lead economic revitalization efforts. The State and its federal partners have removed millions of pounds of debris and restored critical infrastructure (e.g., 99.7% of public pipes repaired or replaced, 94.8% of roads re-opened, 95% of affected drinking water systems restored). \$100M+ has been awarded to small businesses through the WNC Small Business Initiative and WNC Strong. More than 6,800 families have been provided temporary housing support (e.g., direct temporary housing provision, rental assistance) through state or federal programs, and 377 homes have been rebuilt or repaired.

Now, **DCR is driving the next and perhaps most important phase of recovery**. The HUD-allocated \$1.4B in Community Development Block Grant–Disaster Recovery (CDBG-DR) funds will help address unmet housing, economic development, infrastructure, and mitigation needs. DCR's work managing these funds and the outcomes they will support are critical to completing the vitally important effort to get Western North Carolina back on its feet.

McKinsey was on the ground with the State in the first few weeks following Helene and for months after, helping state leaders complete a Damage and Needs Assessment to understand impacts and recovery needs in detail, secure more than \$3B in federal appropriations and \$1.1B in state appropriations, and stand up GROW NC and DCR. We are excited about the prospect of partnering with DCR on this critical work and are uniquely positioned to support Tasks 1, 2, 5, 7, and 8. **By selecting McKinsey, DCR will secure comprehensive capabilities that are essential for these missions and available to scale up for DCR immediately, including:**

- 1. A proven partner with the requisite experience and knowledge of the State to support DCR in delivering disaster recovery and crisis response in the right places, at the right times, to meet the most urgent needs of North Carolinians.** McKinsey has extensive experience in disaster recovery and crisis response, having provided support following 500 private and public sector crises since 2010. We have delivered support to governments and cross-sector entities supporting recovery in more than a dozen of the largest U.S. disaster recoveries (e.g., in [REDACTED]; North Carolina following Florence and Helene; [REDACTED]; [REDACTED]; [REDACTED]; [REDACTED]; [REDACTED]; and [REDACTED]). Beyond our own direct service, we invest in developing and publishing industry-leading insights that drive action: in our publication Bounce Back Better: Four Keys to Disaster Resilience in U.S.

Communities¹, we partnered with the Harvard Kennedy School² to look back at nearly 3,000 county-level disaster recovery efforts in “billion-dollar disasters” to identify actions leaders can take to help affected communities recover more quickly and emerge stronger.

Our approach is strategic and values-based, aimed at helping organizations make faster, higher-quality decisions amidst extreme uncertainty to protect lives, livelihoods, and value. We have served 40+ state and local governments as well as federal agencies (e.g., [REDACTED] and [REDACTED]) on a breadth of efforts (climate disasters, public health crises, resilience transformations) and have expert personnel with backgrounds in disaster recovery, emergency operations, crisis management, and large-scale public sector disruptions. These leaders - including David Bibo, former head of Response and Recovery at [REDACTED], and Tony Shorris, [REDACTED]

[REDACTED] – bring real-world CDBG-DR and broader disaster recovery program experience and are ready to support DCR on these task orders.

Over the past decade, we've **delivered significant impact for North Carolina, serving 5+ of the State's largest agencies on some of North Carolina's most urgent and high-profile requirements, including hurricane recovery (Florence, Helene)** and countering benefits fraud during the COVID-19 pandemic. As a trusted, strategic partner to the State, we directly supported the establishment of the Governor's Recovery Office for Western North Carolina and the Department of Commerce's new Division of Community Revitalization, including jumpstarting initial efforts to launch DCR's \$1B HUD CDBG-DR Helene housing program. Within four weeks of landfall, our work enabled the State to publish a comprehensive Damage and Needs Assessment, submit Federal funding requests, and demonstrate the need for and secure \$3B+ in federal funding and \$1.1B in state appropriations. The State has entrusted us with urgent, “can't fail” topics in non-crisis scenarios, from broadband delivery to complex strategic planning efforts for the NC Office of State Budget and Management (OSBM), Department of Information Technology (NCDIT), Department of Health and Human Services (NCDHHS), Department of Transportation (NCDOT), and Department of Commerce Division of Employment Security (DES).

Our leadership team for this engagement is deeply committed to and knowledgeable of the State and has a record of **mobilizing the very best our firm has to offer to meet North Carolina's most urgent needs**. McKinsey has had a physical presence in the State since 1996 and has **200+ practitioners in our Carolinas office across two locations** (Charlotte and Raleigh-Durham). We also have deep ties into the business and philanthropic fabric of the State, including serving as a trusted advisor to many of the State's leading business and educational organizations, as a founding member of the Charlotte Executive Leadership Council, and as an impact partner to nonprofits working to address some of the State's most pressing needs (e.g., ongoing response to Hurricane Helene). North Carolina can be confident in our ability to understand the unique challenges and nuances of supporting the State in addressing any current and potentially complex challenges.

- 2. A commitment to be there rapidly for North Carolina, bringing unmatched depth, breadth, and agility to scale and respond with expertise and capacity on a moment's notice.** To help our clients address some of the most pressing challenges of our time, we

¹ [Bounce Back Better: Four Keys to Disaster Resilience in U.S. Communities](#)

² [Bounce Back Better – Kennedy School Partnership](#)

build teams of driven, dedicated, and resilient individuals from diverse professional and personal backgrounds. We receive more than 1M applications each year for our open roles, with an offer rate of ~1%. 50% of our new joiners are experienced professionals, who come from the tops of their fields. We bring a pool of 25,000+ professionals, including a large footprint in the Carolinas and across the Southeast, giving us the ability to surge upon request and be there when North Carolina needs to rally, as demonstrated by our support post-Helene. Rapid response to client needs is central to how we operate at McKinsey. Our firm launches 400+ new engagements around the world every week, with 150+ in North America. These require immediate deployment and the ability to drive towards outcomes in days, not months. **We do not rely on ad hoc hiring or contract employees to meet staffing demand**, allowing us to respond to state task orders nearly instantaneously. For example, to support the [REDACTED]'s COVID-19 response, we signed an agreement on Friday and were on the ground in the [REDACTED] with a team on Saturday morning. While this is not the norm, it demonstrates how we deploy rapidly, without compromising quality or compliance, particularly in urgent contexts such as crisis and disaster recovery. McKinsey & Company maintains strong financial stability, supported by a healthy balance sheet and sustained global operations, with independently audited financial statements provided in the appendix.

3. Stringent quality control that delivers better outputs and outcomes for our clients.

Consistent with our commitment to measuring performance, we have developed an approach to managing our engagements with the government to ensure we deliver value, promote high-quality deliverables, and minimize risks to the government. The effectiveness of this approach is reflected in the consistently superior feedback we have received in Contractor Performance Assessment Reports, the Federal government's cross-department / Agency contractor performance reporting system, with a 91% average CPAR quality rating across all federal engagements over the past 5 years. McKinsey's quality assurance methods involve six quality control elements that we follow across all sectors worldwide. We would include these same elements in our client service for North Carolina, as we have in all of our prior work with the state:

- **Heavy leadership involvement in quality control.** A hallmark of our consulting approach is the hands-on involvement of our partners on our engagement teams. Our partners have deep experience and expertise in the engagements they lead. As a result, our partners can—and do—take responsibility for reviewing the quality of all deliverables.
- **Close collaboration with our clients in project design and during project execution.** We work hand-in-hand with our clients. Our consulting model requires substantial interactions between our clients and personnel. At the outset of projects, we invest considerable time working with our clients on the design of projects to ensure that they are set up to achieve the client's objectives. In most cases, we work with our clients daily, in their offices, for the duration of the performance period.
- **Underpinning methodologies, including a fact-based problem-solving approach.** Our work is underpinned by methodologies grounded in thousands of engagements performed with leading organizations around the world. Having our team members use these repeatable, established methods helps ensure high-quality products and services for our clients.
- **Project management.** We build quality control into our regular project management (e.g., through team meetings, leadership meetings, and progress reviews with clients).

³ Tackling unemployment insurance fraud with state agencies

d. **Task 7: Needs Assessments, Market Analysis, and Geospatial Support:**

e. **Task 8: Program Performance Monitoring & Evaluation in Government Programs:**

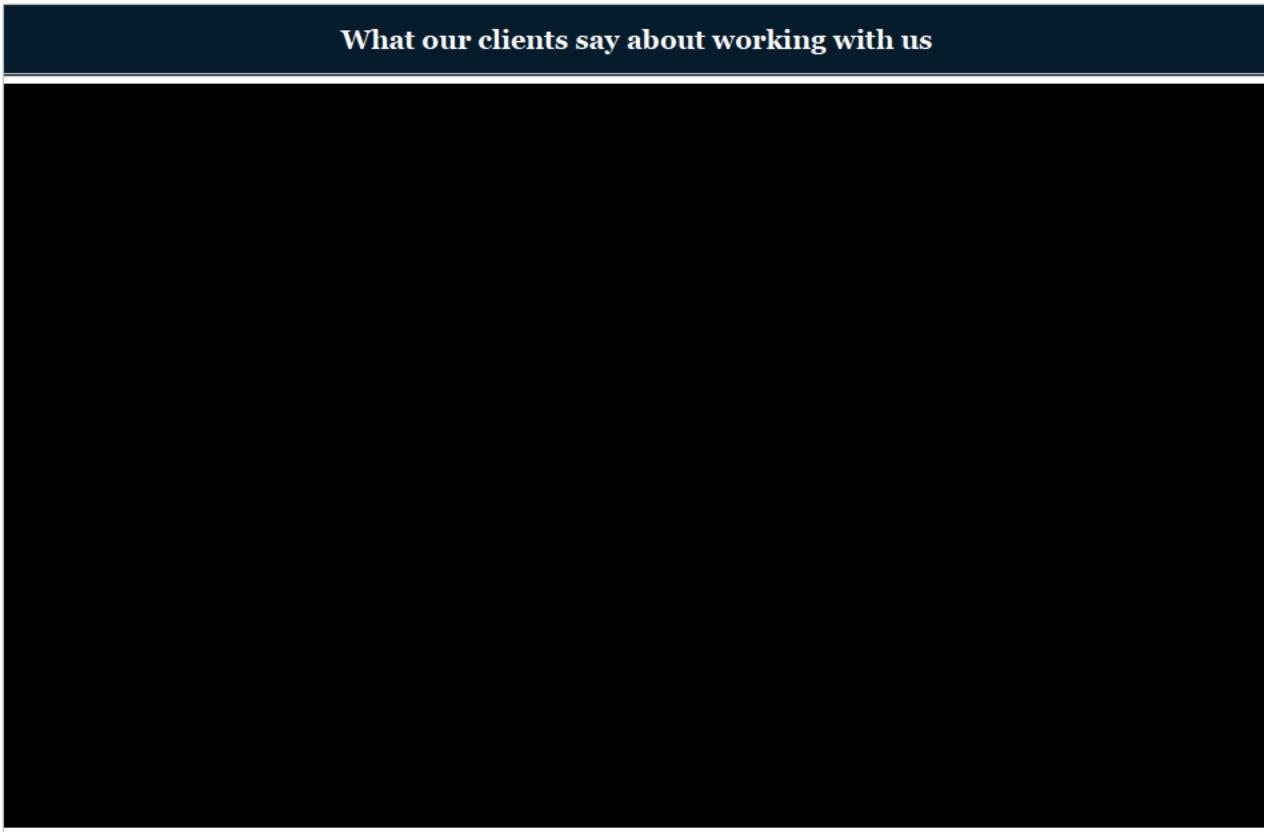
2.0 Brief History of McKinsey & Company

Established in 1926, McKinsey is a global management and technology consulting firm committed to helping organizations realize sustainable, inclusive growth. Our mission calls for us to help our clients make distinctive, lasting, and substantial improvements in their performance and to build a great firm that attracts, develops, excites, and retains exceptional people. We have a rich history of **driving transformational change across the public, private, and social sectors** and extensive client service experience with expertise aligned to 22 dedicated industries and 10 dedicated functions.

McKinsey has been formally recognized for our reputation, our employee satisfaction, and our ability to positively impact our clients by Vault, Forbes, ALM Vanguard, and other industry rankings. McKinsey was named the #1 firm in the 2025 Vault Consulting rankings⁴ in practice areas including Management Consulting, Strategy Consulting, Energy Consulting, Financial Consulting, Operations Consulting, Human Resources Consulting, and Health Sciences Consulting. We were also named on Forbes' America's Best Management Consulting Firms list for 2025.

We consistently receive exceptional client feedback; 100% of Contracting Officers surveyed as part of the U.S. Federal Contractor Performance Assessment Reporting System (CPARS) in the past 5 years noted they would recommend McKinsey for similar requirements in the future.

Exhibit 2: Example client feedback.



⁴ [Vault Consulting rankings \(2025\)](#)

What our clients say about working with us



We bring stability and depth to our client service, with offices in 29 US states and over 65 countries that serve as home bases for more than 25,000 consultants. Our professionals provide relevant industry, functional, and geographic research, analytics, tools, and expertise, and thrive in several hundred communities of professionals that focus on specific knowledge domains (e.g., public sector, sales force productivity, consumer insights, insurance, sustainability, advanced analytics). Our diverse consultants include hires with industry experience, veterans, medical doctors, engineers, business managers, civil servants, entrepreneurs, and research scientists who join McKinsey to apply their talents to complex, important challenges. Over 75% of McKinsey consultants have an advanced degree. Over the decades, we've evolved to address the complexities of the modern business environment through offerings that include digital transformations and operational improvements—key elements that serve as a foundation for innovative solutions and sustainable growth.

Our public sector clients include some of the world's largest and most complex organizations. We have served [REDACTED], and [REDACTED]. Specifically, we have served the [REDACTED], [REDACTED], and [REDACTED] – including the Federal Emergency Management Agency (FEMA). We have served the [REDACTED], [REDACTED], [REDACTED], [REDACTED], and the [REDACTED], among others.

Across sectors, McKinsey is a trusted advisor and counselor to many of the most influential institutions in the world. We have served **over 80% of the Forbes Global 2000 list companies**. We have served clients on topics ranging from strategy, design, risk, and organizational performance to digital, implementation, sustainability, crisis and disaster recovery, and operations. Across all sectors, **over 60% of our work is for clients we have served for 5 years or longer in the last 10 years**, a testament to our focus on and commitment to impact and the value our clients see in our support. In the last five years alone, we have served over 1,600 public sector clients globally on over 9,300 projects.

McKinsey is deeply invested in the growth and success of the State of North Carolina. With over 200 professionals in our Carolinas office, which operates from a Charlotte location, we are thrilled to be growing in North Carolina, with a new location opening in Raleigh-Durham this year. McKinsey has had an office in Charlotte, North Carolina, since 1996 and began serving the State in 2010.

3.0 Relevant experience with HUD-funded programs or other disaster recovery work

McKinsey brings on-the-ground experience in many of the most impactful global disasters of the last 20 years. From serving in North Carolina in the aftermath of Helene and Florence, [REDACTED], [REDACTED], [REDACTED], [REDACTED], or [REDACTED] to meeting needs globally in [REDACTED], **we have been on the ground with our clients across the globe** both in the early days of response and – critically for this opportunity – **deep into disaster recovery**. We also publish regularly on how communities can recover from disasters, including economically - a core element of CDBG-DR funding – partnering with the Harvard Business Review to bring insights on disaster resilience in U.S. communities and how businesses can support each other after a disaster.

McKinsey brings the scale and depth needed to quickly support NC Commerce's Division of Community Revitalization (DCR) in meeting the needs of Western North Carolinians recovering from Helene. We understand the devastation Helene wrought, claiming more than 100 lives and causing an estimated \$60 billion in damage to housing, infrastructure, businesses, and public facilities. In Helene's wake, we were honored to partner with state leaders who moved quickly to launch a coordinated recovery, supporting development of a comprehensive Damage and Needs Assessment, securing billions in state and federal appropriations, and helping establish new governance structures such as the Governor's Recovery Office for Western North Carolina and the DCR. Within a year, North Carolina has restored critical infrastructure, delivered relief to small businesses and households, and begun rebuilding homes—demonstrating the urgency and complexity of the support envisioned under this RFP. These achievements also underscore the importance of sustaining momentum through disciplined program management, rigorous compliance, and the ability to scale resources rapidly as new recovery challenges emerge.

3.1 Examples of projects of a similar type and size performed within the last five years (see attachment H in Section 9)

McKinsey has completed 2,000+ public sector engagements in the last 5 years (750+ in North America), across 400+ clients (150+ in North America). This extensive experience partnering with federal, state, and local governments and deep topical expertise affords us distinctive pattern recognition and the ability to deliver across Tasks 1, 2, 5, 7, and 8. **Exhibit 3** highlights examples of similar projects we've completed successfully in the last five years.

Exhibit 33: Experience mapping to tasks 1, 2, 5, 7, & 8

| Past performance | TASK 1 – Development of Policies, Procedures, and Standard Operating Procedures (SOPs) | TASK 2 – Financial Compliance, Oversight, and Fraud Prevention | TASK 5 – Claims, Appeals, and Case Reviews | TASK 7 – Needs Assessment, Market Analysis, and Geospatial Support | TASK 8 – Program Performance Monitoring and Evaluation |
|---|--|--|--|--|--|
| Example 1: Helene Disaster Recovery for the State of North Carolina (2024-25) | X | | | X | X |
| Example 2: Fraud Detection and Remediation Services for the State of North Carolina (2021-2022) | X | X | X | | X |
| Example 3: Major Hurricane Recovery for a [REDACTED] (2017-present) | | X | | X | X |
| Example 4: [REDACTED] Recovery for [REDACTED] | X | | | X | X |
| Example 5: [REDACTED] Recovery for [REDACTED] | X | | | X | X |

| Past performance | TASK 1 – Development of Policies, Procedures, and Standard Operating Procedures (SOPs) | TASK 2 – Financial Compliance, Oversight, and Fraud Prevention | TASK 5 – Claims, Appeals, and Case Reviews | TASK 7 – Needs Assessment, Market Analysis, and Geospatial Support | TASK 8 – Program Performance Monitoring and Evaluation |
|---|--|--|--|--|--|
| Example 6: [REDACTED] [REDACTED] [REDACTED] [REDACTED]) | X | | | X | X |
| Example 7: [REDACTED] [REDACTED] [REDACTED] [REDACTED]) | X | | | | X |
| Example 8: [REDACTED] [REDACTED] [REDACTED] [REDACTED]) | X | X | X | | |
| Example 9: [REDACTED] [REDACTED] [REDACTED]) | | | X | | X |
| Example 10: [REDACTED] [REDACTED] [REDACTED] [REDACTED]) | | X | | | |

3.1.1 Example 1: Helene Disaster Recovery for the State of North Carolina

| North Carolina Office of State Budget and Management and Governor's Office – Helene response | |
|--|--|
| Period of performance: 2024 - 2025 | |
| Summary and relevance to RFP Tasks (1, 7, 8) | |
| <p>Rapidly scaling and deploying to meet OSBM's needs, McKinsey began serving within 10 days of Helene's landfall in Western NC to estimate damage and needs, support communication of Helene's impact to a diverse set of stakeholders (e.g., federal, state, and local officials; non-profits; business), and to develop funding requests. Part of our ability to rapidly plug-in with NC disaster recovery leaders stemmed from our 2018 experience supporting the State on Hurricane Florence in building the playbook for rapidly assessing damage and needs. Following the completion of damage and needs estimates, McKinsey supported design and stand-up of the Governor's Recovery Office for Western North Carolina (GROW) and the NC Dept. of Commerce Division of Community Revitalization (DCR), both to support long-term recovery of Western NC following the storm.</p> | |
| <ul style="list-style-type: none">• Task 1: [REDACTED] supporting establishment of the [REDACTED] (GROW NC) and the [REDACTED] (DCR), we developed clear [REDACTED]• Task 7: [REDACTED]• Task 8: [REDACTED] | |
| Detailed description of work, aligned to RFP Tasks | |
| Task 1: Development of policies, procedures, and SOPs | |
| <ul style="list-style-type: none">• [REDACTED]• [REDACTED]• [REDACTED]• [REDACTED] federal and state stakeholders (e.g., [REDACTED] Administrator, [REDACTED] Secretary, WNC Advisory [REDACTED]) | |
| Task 7: Needs assessment, market analysis, and geospatial support | |
| <ul style="list-style-type: none">• [REDACTED]• [REDACTED] non-profits and industry groups, state and local agencies, [REDACTED], [REDACTED], and the [REDACTED])• [REDACTED] | |

North Carolina Office of State Budget and Management and Governor's Office – Helene response

Task 8: Program performance monitoring and evaluation

- [REDACTED]
- Supported design of [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] alignment to specific programs (e.g., [REDACTED], [REDACTED], [REDACTED], etc.)

Impact of our work

Damage & Needs Assessment

- [REDACTED]
[REDACTED]
[REDACTED] agencies, [REDACTED], [REDACTED], and the [REDACTED]. Final DNA [REDACTED]
- Within ~2 weeks of project start date (and within ~4 weeks of Helene's landfall), the [REDACTED]
- Within ~5 weeks of project start date the [REDACTED]
- [REDACTED]

Recovery and housing offices

- Within ~2 months, [REDACTED] was up and running with steady state operations and a clear path, [REDACTED]
- [REDACTED] has a public website and dashboards tracking 30+ outcome metrics for recovery [REDACTED]
- [REDACTED] and launch its [REDACTED] housing program and program implementation RFP [REDACTED]
- [REDACTED]

3.1.2 Example 2: Fraud Detection and Remediation Services for the State of North Carolina

North Carolina Department of Commerce – Fraud Detection and Remediation Services

Period of performance: 2021-2022

Summary and relevance to RFP Tasks (1, 2, 5, 8)

Under rapidly expanding COVID-19 unemployment programs, the North Carolina Department of Commerce, Division of Employment Security (DES)'s claim activity grew from around ~11,000 claims per month to 478,000 in April 2020. In response to an increasing need to protect against imposter fraud, DES was tasked with improving the set of processes and systems to reduce leakages.

With that premise, McKinsey partnered with DES to execute a one-year program aimed at developing [REDACTED]

- Task 1: [REDACTED]

North Carolina Department of Commerce – Fraud Detection and Remediation Services

- Task 2: McKinsey assessed DES's fraud detection and remediation capabilities, developed new ways to detect fraud, and launched quick-win initiatives to begin improving fraud detection and management
- Task 5: We helped address backlogs of claims and overpayments
- Task 8: McKinsey developed and implemented dashboards to monitor program performance and key operational metrics and support decision making (e.g., resource allocation)

Detailed description of work, aligned to RFP Tasks

Task 1: Development of policies, procedures, and SOPs

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

Task 2: Financial compliance, oversight, and fraud prevention

- Conducted a comprehensive assessment of DES's fraud detection and remediation
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Task 5: Claims, Appeals, and Case Reviews

- Diagnosed factors that contributed to inefficiencies in working through queues of claims
- [REDACTED]
- [REDACTED]
- [REDACTED]

Task 8: Program performance monitoring and evaluation

- [REDACTED]

Impact of our work

McKinsey's work with DES delivered significant improvements in fraud detection, operational efficiency, and resource utilization:

• Fraud Detection and Prevention:

[REDACTED]

• Operational Efficiency:

[REDACTED]

• Process and Technology Enhancements:

[REDACTED]

North Carolina Department of Commerce – Fraud Detection and Remediation Services

- [REDACTED]
- **Strategic Procurement and Vendor Selection:**
 - Supported DES in selecting a banking verification vendor by evaluating five vendors against [REDACTED]

3.1.3 Example 3: Major Hurricane Recovery in a U.S. Territory

Government instrumentality in a U.S. Territory – Major Hurricane Recovery

Period of performance: 2017-present

Summary and relevance to RFP Tasks (2, 7, 8)

In the aftermath of two major hurricanes, a U.S. territory faced unprecedented challenges, including significant loss of life, infrastructure devastation, and extensive property damage. To support the territory's recovery, the federal government allocated substantial resources, notably through the [REDACTED] program. These funds represented a significant portion of the territory's annual GDP, underscoring the importance of understanding their economic impact.

[REDACTED]

[REDACTED]

[REDACTED]

- Task 2: McKinsey helped establish strong financial oversight by tracking and reporting disbursements against projections, creating transparency and accountability
- Task 7: We helped understand how recovery funding disbursement and usage in the territory compared to benchmarks of historic recoveries in other states
- Task 8: McKinsey monitored national and local changes/decisions over time and evaluated implications on financial and economic forecasts critical to the recovery effort

Detailed description of work, aligned to RFP Tasks

Task 2: Financial compliance, oversight, and fraud prevention

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

Task 7: Needs assessment, market analysis, and geospatial support

- [REDACTED]

Government instrumentality in a U.S. Territory – Major Hurricane Recovery

- [REDACTED]
and long-term growth

Task 8: Program performance monitoring and evaluation

Impact of our work

- [REDACTED]
- [REDACTED]

3.1.4 Example 4: COVID-19 Disaster Response and Recovery for the

– COVID-19 Response

Period of performance: 2021

Summary and relevance to RFP Tasks (1, 7, 8)

The COVID-19 pandemic placed enormous stress on [REDACTED] hospitals and health systems and required new approaches to testing and supply sourcing and management.

To support in this critical time, McKinsey [REDACTED]

- Task 1: Codified requirements and procedures/SOPs for critical daily/weekly reporting (e.g., disease tracing) and procedures (e.g., testing)
- Task 7: Completed extensive analyses leveraging a large and rapidly evolving set of data inputs to support decision-making
- Task 8: Created clear, transparent, and accessible centralized dashboards and monitoring tools to provide a single source of truth for stakeholders across the State

Detailed description of work, aligned to RFP Tasks

Task Area 1: Development of policies, procedures, and SOPs

- Supported scale-up of operations, including ramping up lab testing capacity by [REDACTED] within a month – from [REDACTED] to over [REDACTED]
- Facilitated stakeholder management and navigated relationships with hospitals associations, external modeling groups, and peer state Departments of Health

– COVID-19 Response

- Coordinated third-party epidemiologists and advisor groups (including analyses conducted by [REDACTED], [REDACTED], [REDACTED]) to assess disease progression and potential scenarios
- Brought insights to State leaders from leading thinkers (including other states and other governments) on testing, tracing, reopening practices, vaccine distribution, and emerging threats
- Transitioned infrastructure and capabilities to Dept. of Health teams for reporting requirements
- Helped identify and train analytics team, to take on daily reporting, including facilitation of train-the-trainer and 1:1 coaching of new report and analytics owners to reduce State budgetary dependence on external contractors

Task Area 7: Needs assessment, market analysis, and geospatial support

- [REDACTED]
operational breakpoints (e.g., hospital and Intensive Care Unit (ICU) bed capacity across [REDACTED]-facility [REDACTED]
[REDACTED]

Task Area 8: Program performance monitoring and evaluation

- [REDACTED]
capacity (for lab testing, healthcare capacity across [REDACTED]-hospital network, reopening across [REDACTED]
- Produced daily analyses and reporting [REDACTED]
- Developed a comprehensive long-term care facilities monitoring tool that [REDACTED]
[REDACTED]

Impact of our work

- Ramp-up of lab testing capacity by [REDACTED] within a month
- Daily reporting on operational capacity and breakpoints for healthcare capacity (across [REDACTED] network)
- Capability-building across agencies and departments (e.g., [REDACTED] team on analytics)

3.1.5 Example 5: COVID-19 Disaster Response and Recovery for [REDACTED]

– COVID-19 Response

Period of performance: 2021-2022

Summary and relevance to RFP Tasks (1, 7, 8)

[REDACTED]
supported [REDACTED] a third-party provider to design and stand-up a highly effective [REDACTED]-agent remote call center from scratch, with the ability to support [REDACTED] residents. In addition, we supported [REDACTED] in other critical elements of the response effort, including stand up of a School Re-operating Situation Room and identification of underserved communities in need of enhanced support to improve equity and resilience, as well as on vaccine distribution and adoption.

- Task 1: We codified critical daily/weekly [REDACTED]
[REDACTED]
- Task 7: McKinsey supported [REDACTED] with analyses to identify high-vulnerability, underserved communities
- Task 8: We provided real-time monitoring of disease progression as well as tracking of team performance and operational efficiency and throughput, to provide visibility and awareness to decision makers and help drive optimal outcomes

– COVID-19 Response

Detailed description of work, aligned to RFP Tasks

Task 1: Development of policies, procedures, and SOPs

- Supported stand-up of a large, [REDACTED]-agent contact tracing operation within ~2 weeks as part of [REDACTED]
- [REDACTED]
- [REDACTED]

Task 7: Needs assessment, market analysis, and geospatial support

- [REDACTED]
- Supported [REDACTED] in identifying and improving in previously underserved communities with the goal of improving health equity and protecting vulnerable populations
- [REDACTED]
- Developed comprehensive scenario-based tools [REDACTED] to assess potential scale and design of [REDACTED])
- [REDACTED]

Task 8: Program performance monitoring and evaluation

- [REDACTED]
- [REDACTED]
- assistance to support goal of resumption of in-school learning for over [REDACTED] students and staff for [REDACTED]
- Supported [REDACTED] different [REDACTED] build capabilities, with cross-jurisdictional & global public health sessions

Impact of our work

- ~[REDACTED] agents hired and deployed at peak of contact tracing program; many were hired from areas hardest hit by COVID-19
- [REDACTED] cases (including symptomatic contacts) identified and [REDACTED] contacts traced; [REDACTED] referrals made to wraparound support services to ensure residents have the resources they need to safely isolate or quarantine
- Supported [REDACTED] in achieving its contact tracing goals for resident engagement in 8 months, supporting schools returning to full capacity (>[REDACTED] public school students); vaccinating >[REDACTED] [REDACTED] residents and protecting vulnerable communities (e.g., the elderly and immunocompromised)

3.1.6 Example 6: Tornado Disaster Recovery for the Mayor's Office

| |
|--|
| Period of performance: [REDACTED] |
| Summary and relevance to RFP Tasks (1, 7, 8) |
| [REDACTED] one of the most destructive tornadoes on record in the US tracked more than 20 miles through St. Louis, damaging homes, businesses, and infrastructure. Following the disaster, McKinsey supported the [REDACTED] in design and stand-up of a Recovery Office and development of a recovery strategy. |
| <ul style="list-style-type: none">• Task 1: We [REDACTED]• Task 7: McKinsey [REDACTED]• Task 8: We [REDACTED] |
| Detailed description of work, aligned to RFP Tasks |
| Task 1: [REDACTED] |
| Task 7: Needs assessment, market analysis, and geospatial support |
| <ul style="list-style-type: none">• [REDACTED]• [REDACTED] Conducted analyses of pre-tornado economic and housing indicators for the [REDACTED] |
| Task 8: Program performance monitoring and evaluation |
| <ul style="list-style-type: none">• [REDACTED] |
| Impact of our work |

| - Tornado Disaster Recovery | |
|-----------------------------|------------|
| • [REDACTED] | [REDACTED] |
| • [REDACTED] | [REDACTED] |
| • [REDACTED]) | [REDACTED] |

3.1.7 Example 7: Health and Human Services Grants Management for the [REDACTED]

| - Grants Management | |
|---|---|
| Period of performance: 2023 | |
| Summary and relevance to RFP Tasks (1, 7) | |
| | ([REDACTED]) relied on a traditional, XLS- and scoresheet-based approach to the grant management process. This approach created pain points for both applicants (e.g., a manual, time-consuming application process, unclear application requirements, lack of feedback and alerts) and grant managers (e.g., lack of standardized and comprehensive reporting, no single source of truth, version control issues). |
| We supported the [REDACTED] transition from a manual, time-consuming grant application process to a [REDACTED] | [REDACTED] |
| • Task 1: McKinsey helped [REDACTED] create streamlined and standardized procedures/SOPs for grant application and evaluation | |
| • Task 7: We assessed the needs and requests of participants in the grant application process and completed analysis on historic funds distribution | |
| Detailed description of work, aligned to RFP Tasks | |
| Task 1: Development of policies, procedures, and SOPs | |
| • [REDACTED] | [REDACTED] |
| • [REDACTED]) | [REDACTED] |
| Task 7: Needs Assessment, Market Analysis, and Geospatial Support | |
| • [REDACTED] | [REDACTED] |
| • both [REDACTED] and grantee users | [REDACTED] |
| Impact of our work | |
| • Successful disbursement of [REDACTED] within 6 months of launch | |
| • [REDACTED] improvement in equitable distributions to counties in the lowest quartile of the Social Vulnerability Index (SVI) | |
| • ~[REDACTED] estimated reduction in application review and award processing time | |
| • [REDACTED] estimated reduction in labor costs | |

3.1.8 Example 8: Claims Backlog Reduction for the [REDACTED]

| Maine Depa | – Claims Backlog Reduction |
|--|----------------------------|
| Period of performance: 2020-2022 | |
| Summary and relevance to RFP Tasks (1, 2, 5) | |
| <p>[REDACTED] (DOL) witnessed an unprecedented spike in annual unemployment claims due to the COVID-19 pandemic, leading to a dramatic increase in the claims backlog and long delays in outgoing benefits payments. In addition, the [REDACTED] was concerned about the potential for fraud and the implications of the increased workload on department staff.</p> | |
| <p>To help DOL address the backlog and long delays, we [REDACTED]</p> <p>[REDACTED] steps by up to [REDACTED] and reducing delays in benefit payments. Quick wins cleared low-complexity claims, while redesigned fraud protocols strengthened integrity. In parallel, we transformed the claimant experience – cutting call center volume by ~[REDACTED]%, simplifying weekly claim submissions, and improving digital communications – while building staff capabilities to sustain long-term efficiency and customer service.</p> | |
| <ul style="list-style-type: none">• Task 1: We [REDACTED]• Task 2: McKinsey helped [REDACTED] to [REDACTED]• Task 5: We [REDACTED] | |
| Detailed description of work, aligned to RFP Tasks | |
| Task 1: Development of policies, procedures, and SOPs | |
| <ul style="list-style-type: none">• [REDACTED]• [REDACTED]• [REDACTED]• [REDACTED]• [REDACTED]• [REDACTED] | |
| Task 2: Financial compliance, oversight, and fraud prevention | |
| <ul style="list-style-type: none">• [REDACTED] | |
| Task 5: Claims, Appeals, and Case Reviews | |
| <ul style="list-style-type: none">• [REDACTED]• [REDACTED]• [REDACTED]• [REDACTED]• [REDACTED]• [REDACTED]• [REDACTED]• [REDACTED] | |

– Claims Backlog Reduction

Impact of our work

- Addressed unemployment claims backlog and improved processing speeds at bottleneck steps by [REDACTED]
- Reduced call center volume by ~ [REDACTED] by improving claimant experience

3.1.9 Example 9: Claims Backlog Reduction for [REDACTED] labor agency

Period of performance: 2020-2023

Summary and relevance to RFP Task (5, 8)

During the COVID-19 pandemic, a [REDACTED] labor agency was faced with a backlog of [REDACTED] unemployment claims, leading to significant delays in processing and response.

To address this challenge, we [REDACTED]

[REDACTED] productivity rose [REDACTED]%, and claimant outcomes improved sustainably.

- Task 5: We [REDACTED]
- Task 8: We [REDACTED]

Detailed description of work, aligned to RFP Tasks

Task 5: Claims, Appeals, and Case Reviews

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

Task 8: Program performance monitoring and evaluation

- [REDACTED]

Impact of our work

The impact of these interventions was substantial:

- Backlog Reduction: The agency reduced its backlog by over [REDACTED] within seven months, which was more than [REDACTED] of the initial estimate
- Productivity Improvement: Skills-based routing enabled a [REDACTED]% improvement in team productivity by allowing beginner staff to focus on familiar tasks
- Efficiency Gains: The redesigned processes and skills-based routing improved overall efficiency and reduced the error rate, leading to better final outcomes for claimants
- Training and Onboarding: Rapid training and the use of digital job-aids reduced training time and increased the speed to proficiency for new hires
- Employee Experience: The creation of clear career paths and specialized roles improved morale and retention rates among staff

These changes not only addressed the immediate backlog but also set the foundation for sustained improvements in claims processing efficiency and quality

3.1.10 Example 10: Fraud Reduction for the [REDACTED]

| [REDACTED] – Fraud Reduction | |
|---|--|
| Period of performance: 2020 | |
| Summary and relevance to RFP Task (2) | |
| <p>In [REDACTED], massive economic dislocations were associated with COVID-19. Rapid increases in benefits and the expansion of eligibility associated with COVID-19-driven legislation helped mitigate the impact of this downturn on residents but also increased the program's risk of identity theft. Starting in mid-May of 2020, [REDACTED] ([REDACTED]) – which administers the State's unemployment insurance (UI) program – had detected a wave of identity theft and had flagged hundreds of thousands of suspect applications (well over a year's worth of adjudication work).</p> | |
| <p>McKinsey partnered with [REDACTED] to assist agency management in sizing the identity theft problem, [REDACTED] and therefore meet its objectives and goals.</p> | |
| <ul style="list-style-type: none">• Task 2: We helped [REDACTED] understand the size of the fraud challenge, better track and identify fraud, and build new capabilities to investigate and respond | |
| Detailed description of work, aligned to RFP Tasks | |
| Task 2: Financial compliance, oversight, and fraud prevention | |
| <ul style="list-style-type: none">• [REDACTED]• [REDACTED]• Created a risk hierarchy to prioritize investigations, enabling [REDACTED] to tailor adjudication effort by level• [REDACTED]• [REDACTED]• [REDACTED]• [REDACTED]• [REDACTED] | |
| Impact of our work | |
| <ul style="list-style-type: none">• [REDACTED]• [REDACTED]• [REDACTED]• [REDACTED]• [REDACTED]• [REDACTED]• [REDACTED]• [REDACTED] | |

4.0 Approach to fulfilling task orders, including how qualified personnel will be identified and assigned

McKinsey brings depth, breadth, and a nearly 100-year track record of impact to its support of DCR. Our Social, Health, and Public Entities (SHaPE) practice has 2,900+ colleagues, 390+ capability specialists, and 600+ experts. Our breadth comes from our experience serving clients across a diverse set of domains, including disaster response and recovery, transportation and transit, property management, procurement, broadband, economic development, labor and workforce, service operations, revenue and treasury, education, public health, and health and human services.

McKinsey applies a structured yet flexible approach to fulfilling task orders and would leverage our deep experience to bring tested methods and tools while working closely with DCR to ensure the work is tailored and responsive to the task order's required urgency, regulatory complexity, and technical depth. Core elements of our approach would include:

1. **Rapid Scoping:** With each Task Order, we will define objectives, deliverables, and success metrics in collaboration with the Division of Community Revitalization
2. **Targeted Staffing:** We staff teams to provide the greatest impact in each client situation and will align personnel to the unique needs of the order, balancing local expertise, technical knowledge, and program experience.

If needs change, our approach to staffing and deep bench of qualified employees allows us to be proactive and agile in updating our staffing plan to ensure teams meet the client's shifting objectives. On any given day, approximately [REDACTED] McKinsey engagement teams serve over [REDACTED] clients in more than [REDACTED] countries. Firmwide, McKinsey staffs [REDACTED] consultants on average every week. [REDACTED]
[REDACTED]
[REDACTED]

Our staff are typically exceptionally performing graduates of rigorous undergraduate and graduate programs with a diversity of backgrounds and experiences. In 2022, we recruited from approximately [REDACTED] different higher-education institutions worldwide, including top business schools and universities, liberal arts colleges, engineering programs, and historically black colleges and universities (HBCUs), including North Carolina's most prestigious higher education institutions.

The integrated set of resources deployed to each project is designed to provide technical expertise and executive-level advice, in-depth private and public sector expertise, quantitative and qualitative analysis, and capability-building. For each project, we assemble a team based on a detailed assessment of the task/order/statement of work requirements and the client's objectives. We ensure our proposed team has relevant experience, and that our staffing approach is arranged to ensure timely completion of all deliverables, aligns with the model of stakeholder engagement required, and has the right level of back-office capabilities and expertise needed. The minimum level of experience required for staff and personnel allotted to the client is determined based on the role level required. We coordinate our staffing plan with clients to ensure we do not understaff or overstaff projects. For each project, our typical staffing model includes:

- Leadership Team: Tony D'Emidio, Todd Wintner, and David Bibo will serve as the State of North Carolina Relationship Lead, DCR Staff Augmentation Contract Lead, and Program Manager, respectively, providing the Division of Community Revitalization direct access to experienced professionals who have guided federally funded disaster recovery programs, HUD-related initiatives, and spent significant time serving the State of North Carolina. They have accountability for delivery, will obtain necessary internal support and resources, and will determine the staffing composition required of the team. They provide ongoing and intensive leadership and direction and are responsible for the successful delivery of services. They work directly with the full-time delivery team through problem-solving sessions, document reviews, and impromptu check-ins. They will be supported in leadership by Task-specific Lead SMEs such as Tony Shorris, who served as [REDACTED]
[REDACTED] during the [REDACTED] housing recovery, and Eric Schweikert, former [REDACTED] with 35+ years of experience in fraud, advanced analytics and modeling. North Carolina can be confident in our ability to understand the unique challenges and nuances of supporting the State in addressing any current and potential complex challenges.
- Full-time Delivery Team: Each project has a dedicated Engagement Manager who is committed full-time to the project and responsible for leading the day-to-day team of dedicated full-time associate consultants who perform analysis, lead client teams, draft deliverables, and carry out the work plan. We vary the size of our full-time delivery team based on our clients' needs during a particular project.
- Subject Matter Experts (SMEs): Our SMEs are senior knowledge professionals and Partners who provide expert advice on industries, functional topics, or sectors (public, private, social). They have deep experience in specific topics and can come from any of our offices or functional service lines, as well as from our external network. While we typically identify the SMEs early for each project, we can add additional SMEs as needed for no additional cost.
- Functional Support: At no extra cost, our clients also receive access to additional services that typically account for several additional full-time equivalents (FTEs) per week of support, depending on the needs of the project. These services may include the following:
 - Proprietary McKinsey knowledge from a repository of thousands of documents based on years of our firm's investment in new knowledge and solutions (e.g., our State of the States customer experience research on optimizing disaster survivor experience in claims processing)
 - A highly trained research team with hubs around the globe, enabling us to perform research around the clock
 - A team of communications, graphics, IT, and administrative specialists who support projects across industries, functions, and sectors

3. **Embedded Oversight:** We integrate quality assurance and compliance monitoring from day one (see Section 5.0) so that task delivery remains accountable, auditable, and aligned with federal and state requirements

This systematic approach would allow McKinsey to scale seamlessly across all Tasks—whether the assignment requires immediate mobilization, careful sequencing, or long-term stakeholder engagement. We leverage our staffing infrastructure to quickly match consultants with relevant expertise, including specialized personnel where needed—whether regulatory specialists, data

scientists, or program evaluation experts. Regardless of task type, our staffing model ensures that qualified personnel are identified rapidly, assigned based on DCR's unique needs, and supported by the oversight systems that safeguard quality and compliance.

4.1 Task 1 Approach: Development of Policies, Procedures, and SOPs

Qualifications

McKinsey is well positioned to support DCR with consistent, compliant administration of any CDBG-DR action plan program, with robust capabilities in policy and procedure development as well as in helping public sector organizations design new programs, redesign and optimize processes, and build new divisions from the ground up.

Our People and Organization Practice has 3,000+ consultants focused on delivering improved performance and organizational health by helping clients change the way they work through org structure design, process design, improved governance and decision-making, and rewired and agile ways of working. In the last five years we have completed 9,344+ client engagements in people and organizational performance, serving 60% of the world's top 100 companies by market value. McKinsey is recognized globally as the leader in people and organization advisory services (Forbes 2024, IDC 2022, ALM Vanguard 2019), noted for our "tools, frameworks, and playbooks that strengthen clients' abilities to apply the rigors of behavioral science and data analytics to change management."

Within our Public Sector Service Operations practice, we have 85+ senior leaders specifically dedicated to helping increase public sector productivity and efficiency in the United States. In the past 5 years, we have completed 304 government operations and productivity engagements focused on elevating government performance to achieve ambitious program goals and transform operations by deploying a holistic approach across people, process, and technology.

Types of improvements our work can drive for our clients

Creating SOPs for [REDACTED]'s Community Disaster Resilience Zones

reduction in delays and inefficiencies by streamlining operations and mitigating bottlenecks

cost savings and avoidance

improvement in customer experience scores

Tools and technical approach

McKinsey will help DCR understand their scope of operations end-to-end and reimagine [REDACTED] (Exhibit), and can deploy a number of best-in-class tools to rapidly analyze processes and identify potential improvements, including:

- Celonis: [REDACTED]

- Roboyo: [REDACTED]

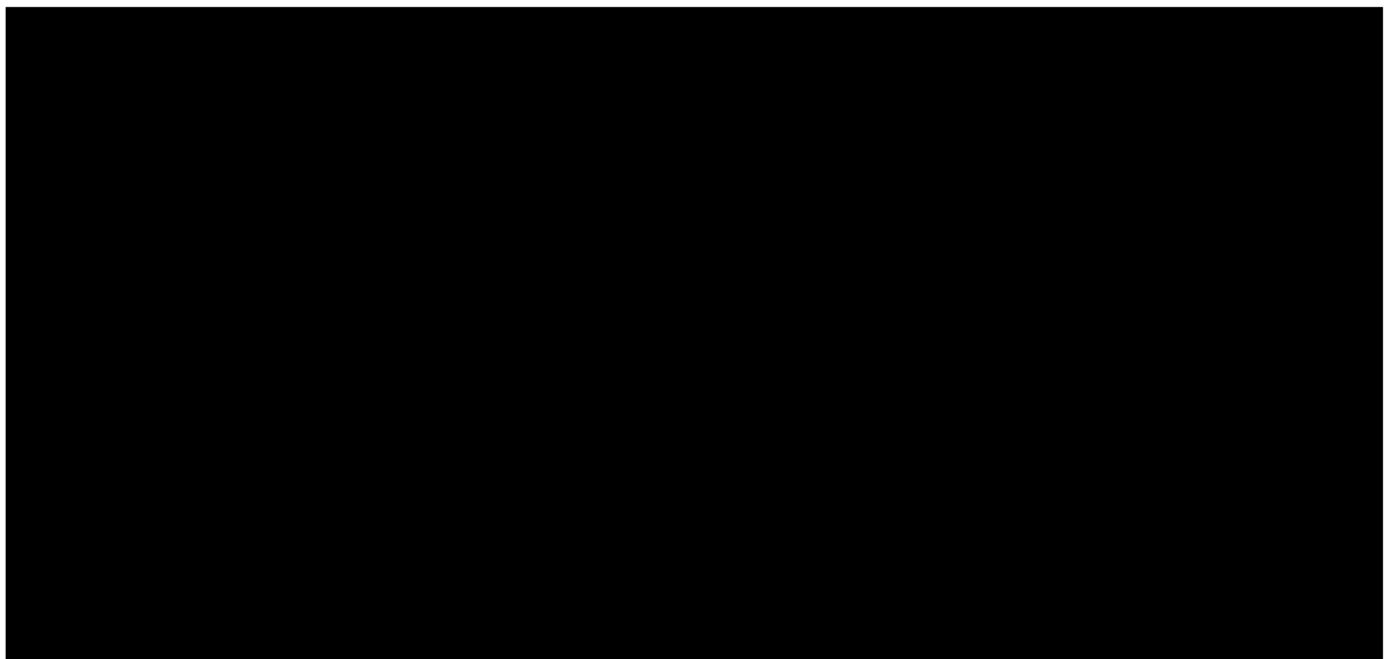
- Hyperscience: [REDACTED]

- ProACT: [REDACTED]

[REDACTED] Exhibit 3 below describes the

typical activities and deliverables within each phase.

Exhibit 4: Process optimization journey approach



Within this process optimization framework, we would employ a structured, phased approach to support DCR in developing, updating, and maintaining policies, procedures, and standard operating procedures (SOPs). This approach ensures alignment with DCR's goals, compliance with regulations, and the consistent administration of programs such as CDBG-DR. Below is an illustrative view of a deliverable we might create to address this task, dependent on the unique needs of the task order. See **Exhibit 5**.

Exhibit 5: Illustrative deliverable for standard operating procedures

4.2 Task 2 Approach: Financial compliance, oversight, and fraud prevention

Qualifications

McKinsey has demonstrated expertise in strengthening financial compliance, oversight, and fraud controls for publicly funded programs. Together with our private sector financial oversight and fraud mitigation experience, we are well positioned to assist DCR with documenting approaches to fund tracking and separation; the development of fraud, waste, and abuse prevention protocols and detection tools; monitoring plans and tools for oversight of subrecipients and contractors; compliance reviews, financial performance dashboards, KPI tracking systems, and corrective action procedures.

Our Risk and Resilience practice has 520+ consultants advising on risk and resilience topics globally, including 180 Partners, experts and data scientists focused on risk advanced analytics and 16+ dedicated risk research team members who provide the latest data and insights to support client engagements (e.g., monitoring regulatory developments). We serve the world's premier banking institutions, and in the last five years we have completed over 2,800 risk engagements on topics ranging from cybersecurity to balance sheet management and data privacy.

Supporting the [REDACTED] CFO with financial oversight

The [REDACTED] ([REDACTED]) [REDACTED]

10 of 10 pages

McKinsey
& Company

management issues, including strategic collaborations with the [REDACTED] and [REDACTED] and 50+ annual speaking engagements at external conferences (e.g., [REDACTED], [REDACTED], [REDACTED]) shaping the risk conversation.

We also bring to our clients the best of our cutting-edge knowledge and unrivalled experience from serving more than [REDACTED]

Within our Public Sector practice, our fraud, waste, and abuse experts have helped

Beyond direct project work,

Types of improvements our work can drive for our clients

increased detection of verified fraudsters

potential loss mitigation when handling disruptive events

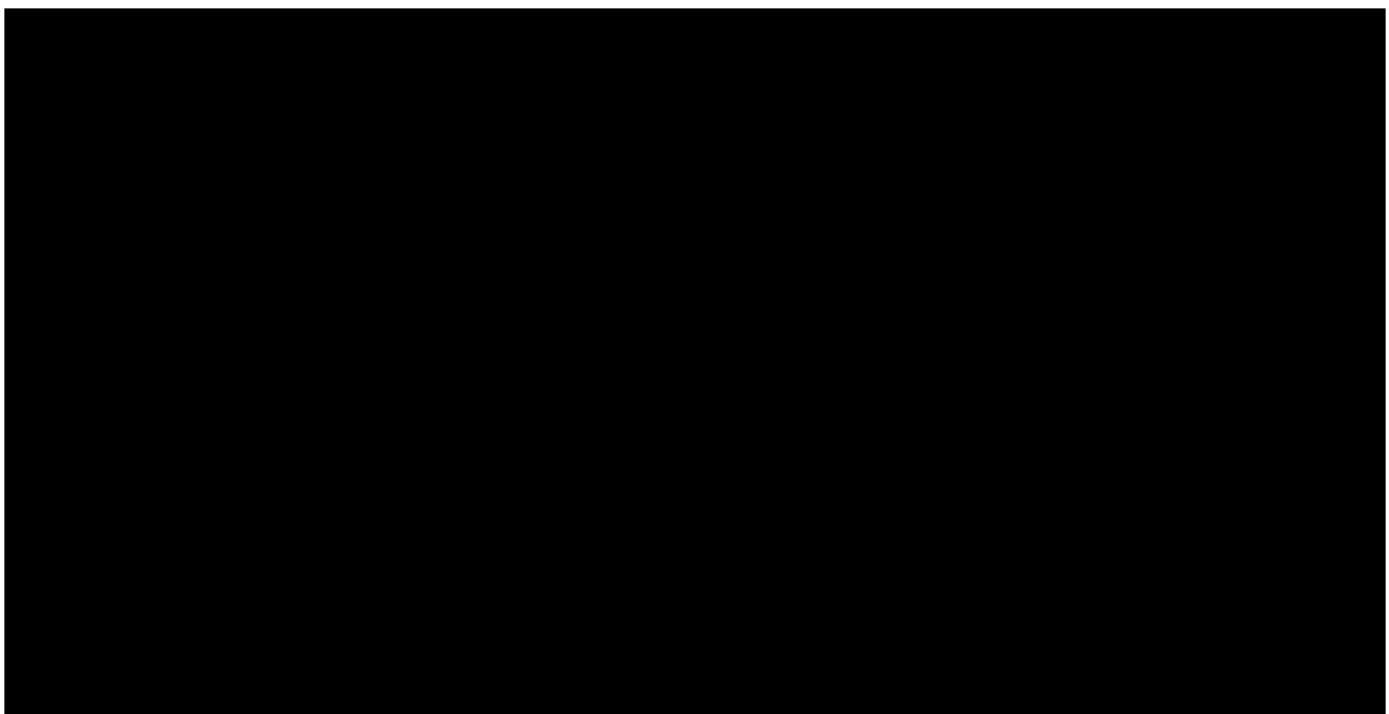
**reduction in cost of
risk due to better
focus of specialists**

Tools and technical approach

McKinsey will help DCR build best in class financial oversight, compliance, and fraud management that considers the full value chain - with a focus on prevention - and is enabled by data, analytics, and technology.

We bring tested approaches and process improvement playbooks for funds management and movement, reporting and monitoring, and financial auditing and review processes within the public sector and support clients with tailored process and governance design, process management, and capability building. We typically take a three-phase approach to financial diagnostics. This starts with an “as-is” process review, where we synthesize existing documentation and conduct detailed process mapping to identify key areas of opportunity. Next, in Design, we conduct a gap analysis between best practices and the current state. This will inform future state recommendations to address key execution gaps. In the last phase, initiatives are prioritized and sequenced to develop an implementation roadmap with owners and KPIs. **Exhibit 6** below describes the typical activities and deliverables within each phase.

Exhibit 6: Example approach for financial diagnostic

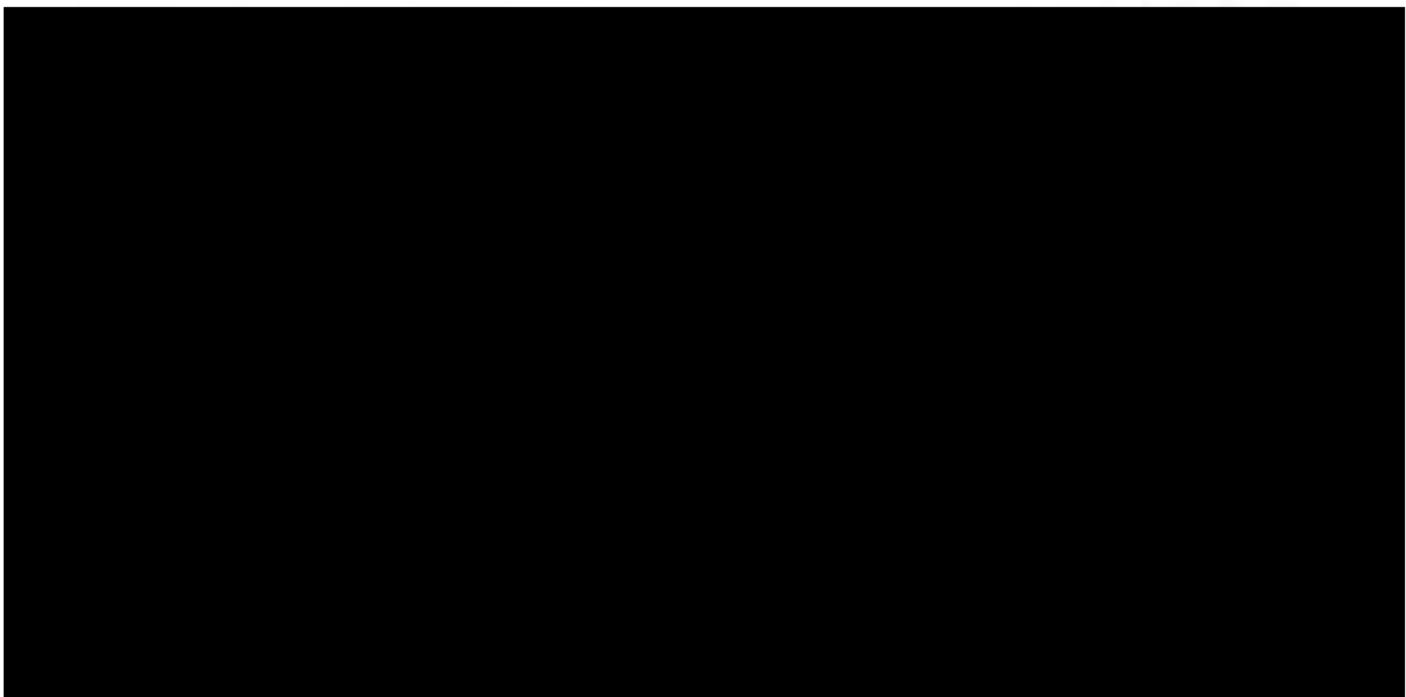


We will leverage our fiscal management transformation playbooks and tools to support DCR with comprehensive financial compliance and oversight, including risk mitigation and reduction:

- [REDACTED] DCR's current state budgeting process and identify any key gaps to best practice
- [REDACTED]



Exhibit 7: Fraud prevention and detection capability assessment

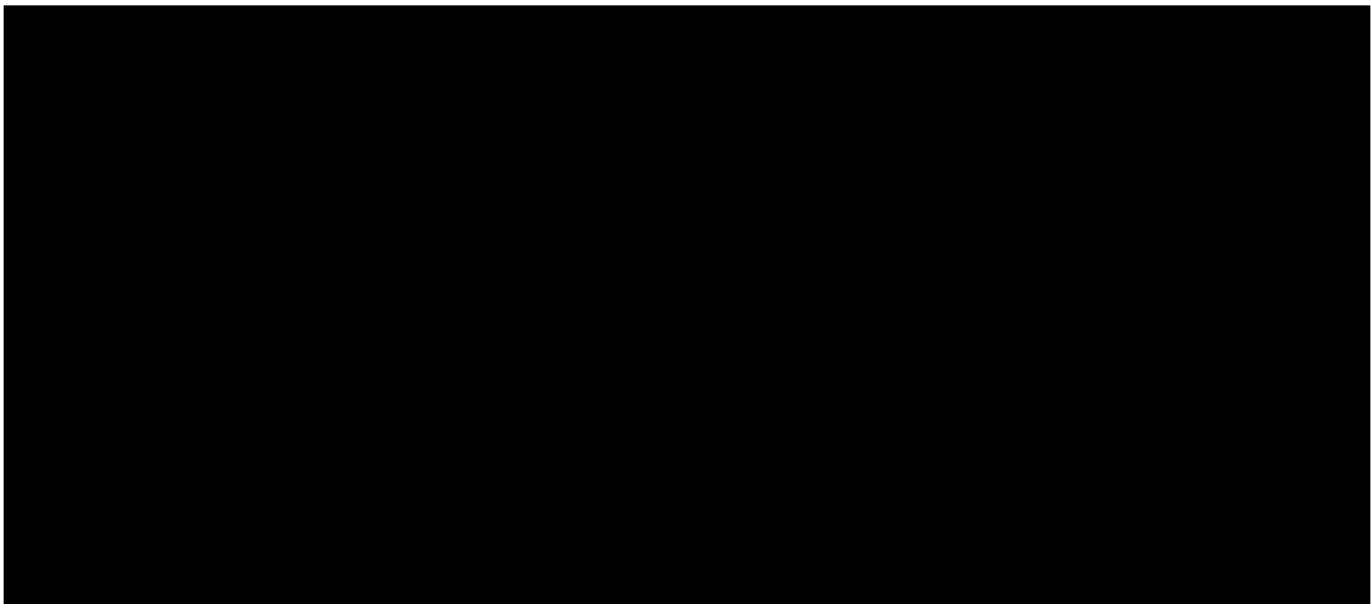


To enable rapid assessment of clients' current fraud detection and prevention capabilities and identify and design changes to approaches, tools, and procedures that will move the needle quickly, we can deploy proprietary McKinsey tools:

- **Finalta by McKinsey:** [REDACTED]
- **Fraud Analytics rapid assessment:** [REDACTED]
- **Fraud governance repository:** [REDACTED]

Upon completion of benchmarking and assessments to understand current financial compliance, oversight, and fraud capabilities, we would develop a custom, structured approach in partnership with DCR leadership to implement phased changes that drive the organization's goals. This approach would ensure alignment with federal and state requirements, enhance fraud prevention capabilities, and establish robust financial oversight mechanisms, while being responsive to the task order's unique needs. Potential changes are targeted and bespoke but could include development of new governance and policies for financial compliance, oversight, and FWA detection and response; tech and digital changes; new reporting and dashboards. See **Exhibit 8** for an example of a previous approach to improving FWA management performance while maintaining strong application pull-through.

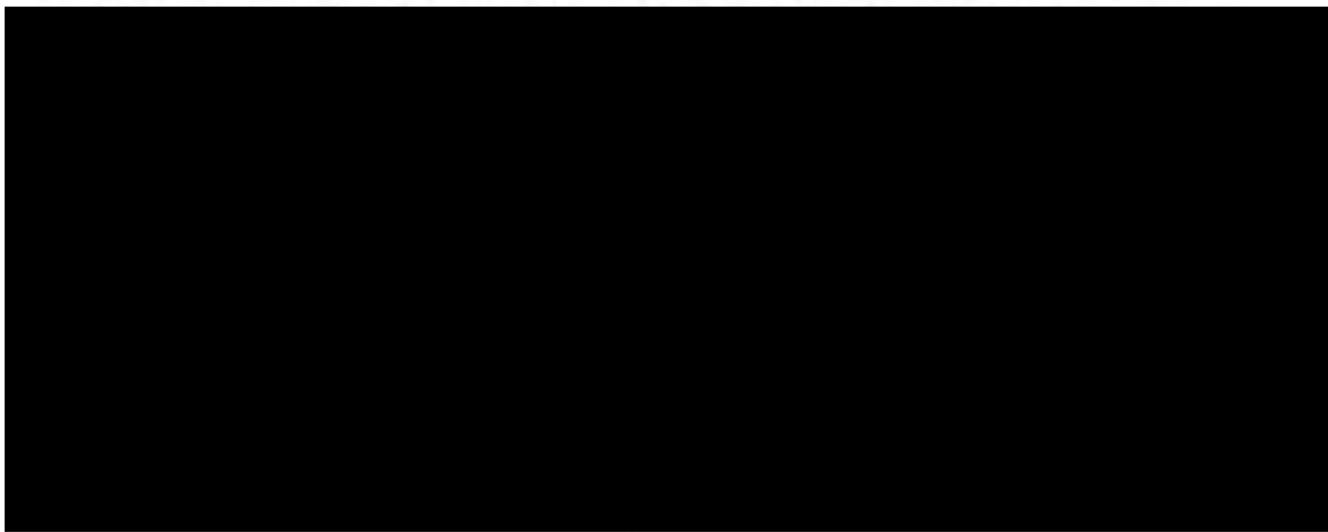
Exhibit 8: Example approach to improving FWA management performance



Based on the approach developed in partnership with DCR to enhancing financial compliance, [REDACTED]

See **Exhibit 9** for tailored enhancements we helped implement for [REDACTED] to improve fraud detection rates.

Exhibit 9: Example fraud detection enhancements to improve detection rates



4.3 Task 5 Approach: Claims, appeals, and case reviews

Qualifications

McKinsey is well positioned to support DCR on case-specific topics including process standardization, staff training, and tools to manage applications, appeals, and exemptions. **Over 30% of all McKinsey engagements globally – 15,000+ discreet engagements over the past 5 years** – are operations-focused. This scale and breadth of client service affords us

distinctive pattern recognition. Alongside our client work, we also make significant investments in knowledge development and industry-leading analytical tools and assets – \$850M+ annually, far more than any leading management-focused research institution.

Underpinning McKinsey's **distinctive expertise in claims, appeals, and case reviews** is the firm's Insurance practice. Over the past five years, **McKinsey has served more than half of the [REDACTED] Over [REDACTED] Partners serve insurance clients**, and we have a network of [REDACTED] consulting staff in our insurance interest groups.

McKinsey's [REDACTED]

how from over [REDACTED] client situations. [REDACTED]

Bolstering the insurance industry expertise we bring in claims, appeals, and case reviews, within our **Public Sector Service Operations practice**, we have 85+ senior leaders specifically dedicated to helping increase public sector productivity and efficiency in the United States. We operate across service lines including frontline (e.g., helping [REDACTED] dramatically reduce a claims backlog following a devastating flooding disaster in a major metropolitan area, all while improving customer experience in direct customer interactions); middle office (e.g., helping [REDACTED] with more efficient processing of customer data to deliver services); and Customer Care (for example, assisting [REDACTED] call centers provide better customer support). For example, to better serve public sector agencies with managing claims, appeals, and case reviews for grant applications, McKinsey has developed a holistic technology-first approach ("[REDACTED"]), which covers:

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

This approach can help public sector agencies **save up to [REDACTED] time** (e.g., from application submission to award), **increase accuracy and efficiency** (e.g., [REDACTED] labor costs),

Client impact story: Stand-up of Program Management Office for [REDACTED]

COVID-19 Provider Relief Fund

and enable continued outcomes improvement (e.g., [REDACTED] of Improvement in equitable distributions).

Similarly, by helping public sector organizations optimize middle office functions (e.g., manual and redundant processes, slow processing, long backlogs for critical services, high rate of abandoned apps), we have seen clients achieve:

Types of improvements our work can drive for our clients:

reduction in claims backlog in ~6 months

adjudication throughput

reduction in call center volume by improving claimant CX

Tools and technical approach

We will help DCR optimize its claims/appeals processing across six key pillars, with technology

Exhibit 10

Exhibit 10: Case management framework

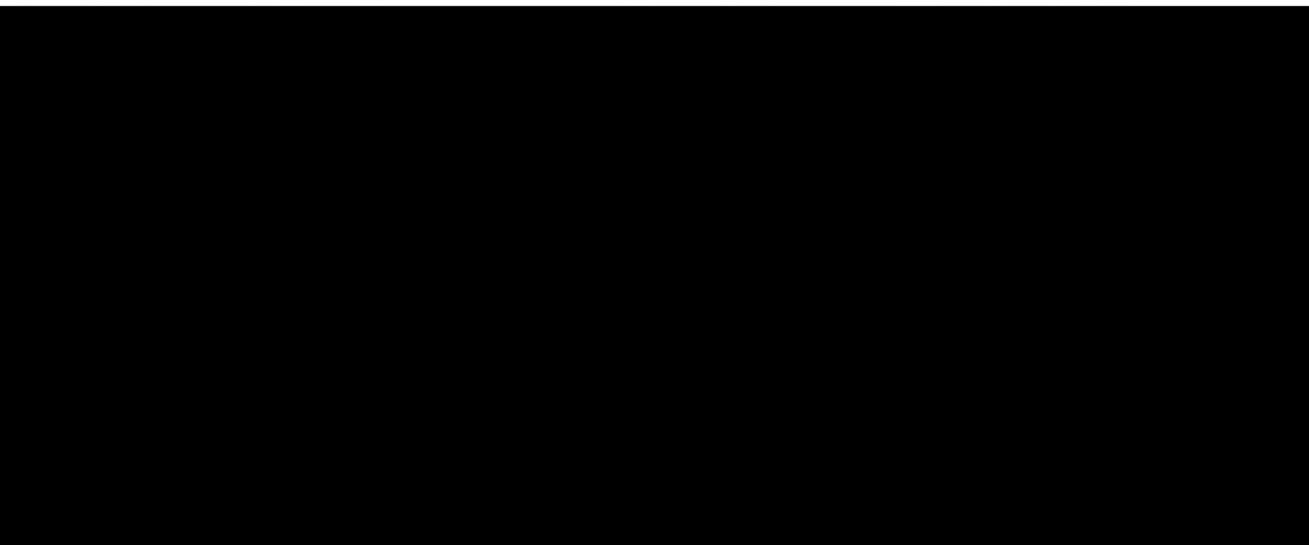


Exhibit 11 overviews McKinsey's "recipe", or common approach, to addressing common challenges in case management.

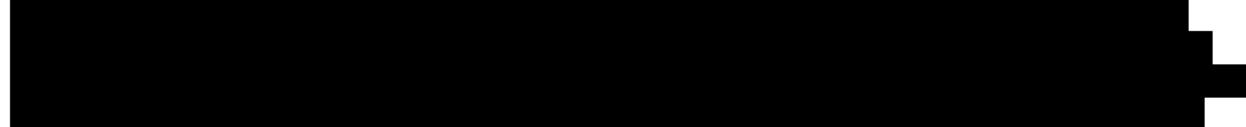
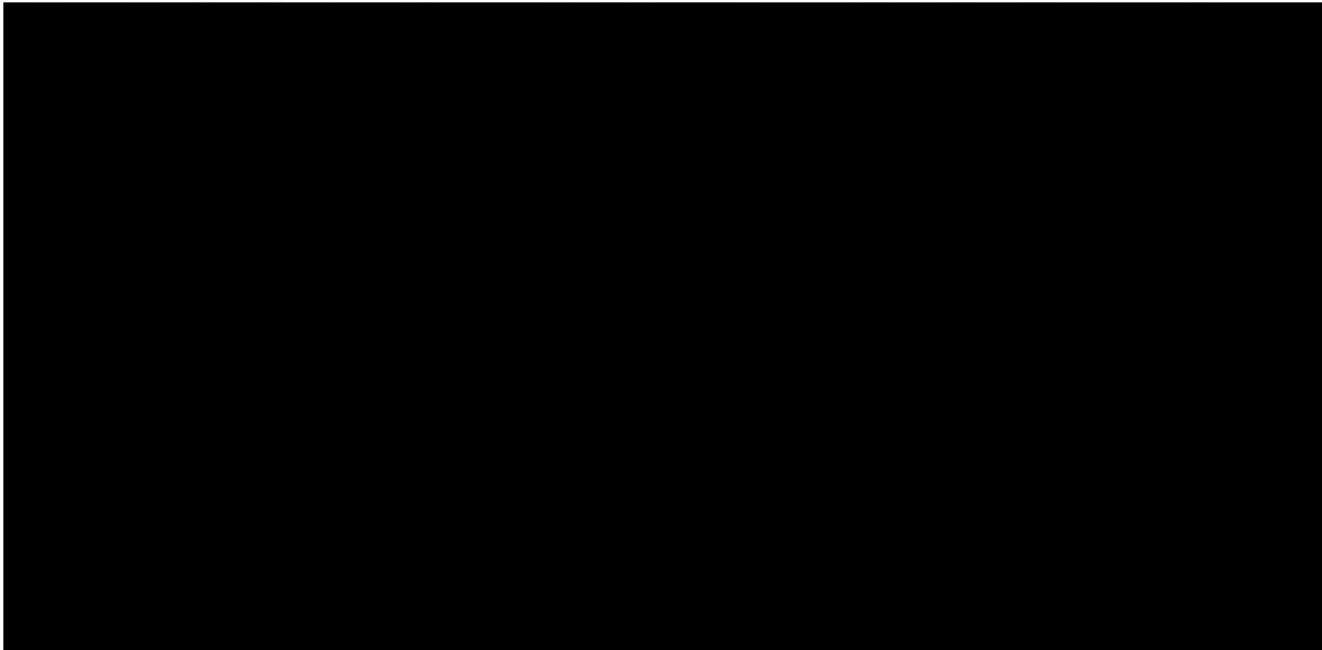


Exhibit 11: Case management approach



We also have a deep bench of proprietary tools and approaches we will utilize to support DCR in its claims, appeals, and case review processes. These tools can provide additional resources and capabilities to improve processes for managing applications, appeals, exceptions, and other case-specific requests.

- **Compliance360:** [REDACTED] compliance with [REDACTED], state, and federal requirements
- **Ops GPS:** [REDACTED]
- **InsureX:** [REDACTED]

4.4 Task 7 Approach: Needs Assessment, Market Analysis, and Geospatial Support

Qualifications

McKinsey has deep experience delivering market studies, conducting needs assessments, and providing geospatial data solutions to support data-driven decision-making on program design and resource allocation in the context of disaster response. McKinsey's Crisis Response service line was founded in 2010 to help the world's leading organizations manage existential, or near-existential, crises in a strategic, values-based way. We help organizations make faster, higher quality decisions in the midst of extreme uncertainty. We have supported >500 private and public sector crises since 2010, including existential crises at [REDACTED]. We support [REDACTED] as well as [REDACTED] with crisis

response efforts to earthquakes; hurricanes, storms, and flood events; extreme heat, and forest fires globally. Our [REDACTED]

capital, business climate, infrastructure, firms, and innovation. McKinsey's teams include remote sensing scientists and socioeconomic analysts, have a wide range of analytical and geospatial capabilities, and leverage tested approaches to critical elements of disaster response and recovery.

What our clients say:

“We wouldn’t be around today without McKinsey”

– COO of a large F50 company

“I wish we had spoken to you a long time ago”

– Chairman of a financial services firm

“Your checklist and approach has been my bible”

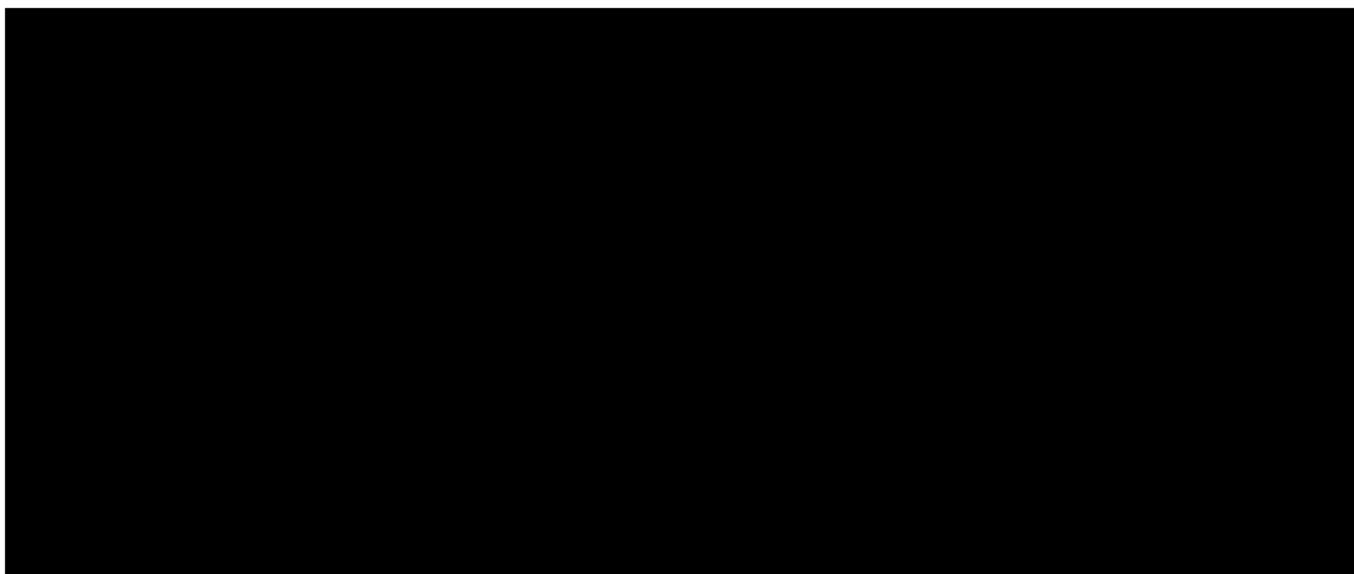
– CEO of a leading advanced manufacturer

We also have deep expertise in market analysis and geospatial analytics. Our economic development practice has served more than half of U.S. states and 50+ local and civic organizations over the last 5-years, helping them diagnose the strengths and weaknesses of their economy by benchmarking against peers in analyses of general macroeconomic trends as well as business climate, human capital, industry clusters, infrastructure, and innovation. We have an expert team of 25+ geospatial professionals including analytics experts, data scientists, engineers and analysts that use advanced spatial techniques including AI, optimization modeling, simulation methods and forecasting. The team has 150+ years of collective geospatial industry experience - including previous work experience in GIS consultancies - and Masters degrees in Geography, Geoscience, Remote Sensing, Urban planning, Data Science, and Economic Analysis.

Tools and technical approach

Our approach to Damage and Needs Assessment (DNA) follows a [REDACTED] process, starting [REDACTED]

Exhibit 12: McKinsey's approach to Damage and Needs Assessment following disasters



McKinsey has distinctive assets and teams dedicated to supporting crisis response efforts globally:

- **Noble Intelligence** [REDACTED]
those most in need. It is part of a multi-partner initiative led by [REDACTED] that aims [REDACTED]
- **McKinsey ACRE** [REDACTED]
- [REDACTED] **COMETS.ai** [REDACTED]
[REDACTED] | [REDACTED] [REDACTED]
[REDACTED]

We also have geospatial analytics and solutions leveraging a wide range of software, tools, and platforms. We leverage data partnerships with 50+ data vendors to provide hyper- granular spatial data including demographics; firmographics; consumer behavior/ spending/foot traffic; infrastructure; and environmental. McKinsey proprietary geospatial and market analysis tools include:

- **Economic Competitiveness Intelligence Too (ECIT):** [REDACTED]
and outputs for [REDACTED], [REDACTED]
[REDACTED])
- **Workforce Intelligence Analytics:** [REDACTED]
[REDACTED]

Exhibit 13: Economic Competitiveness Intelligence Tool (ECIT) framework

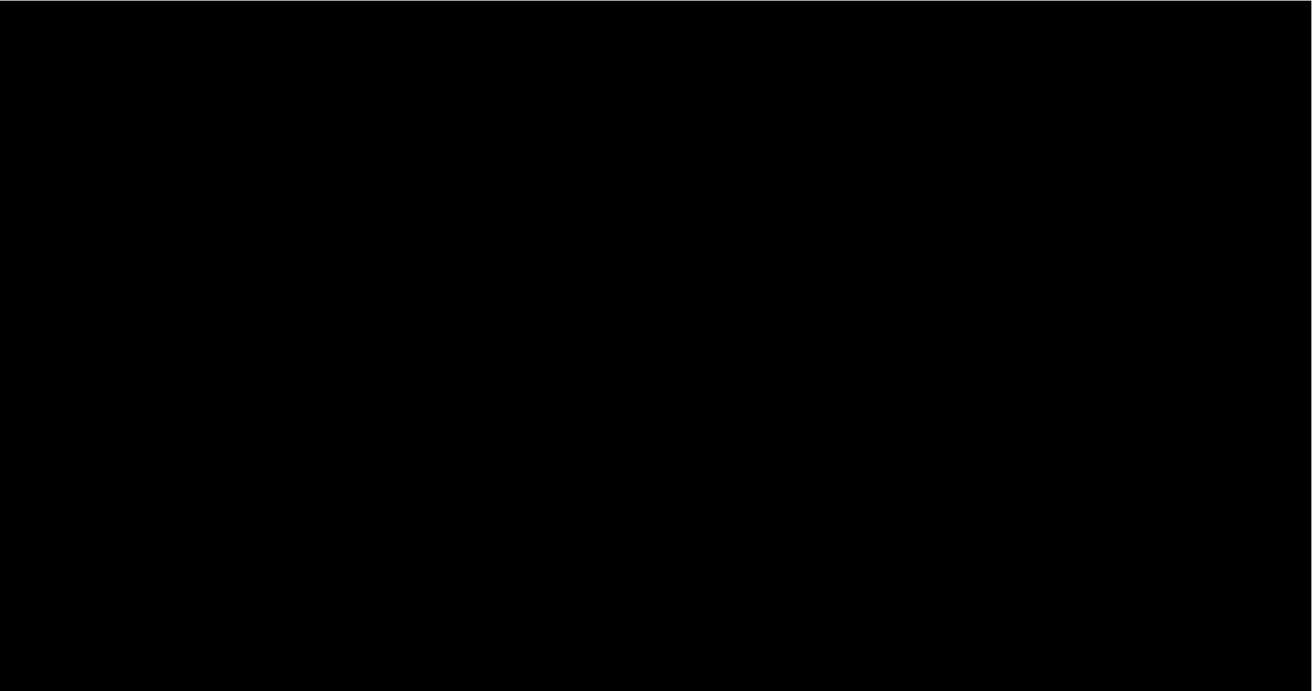
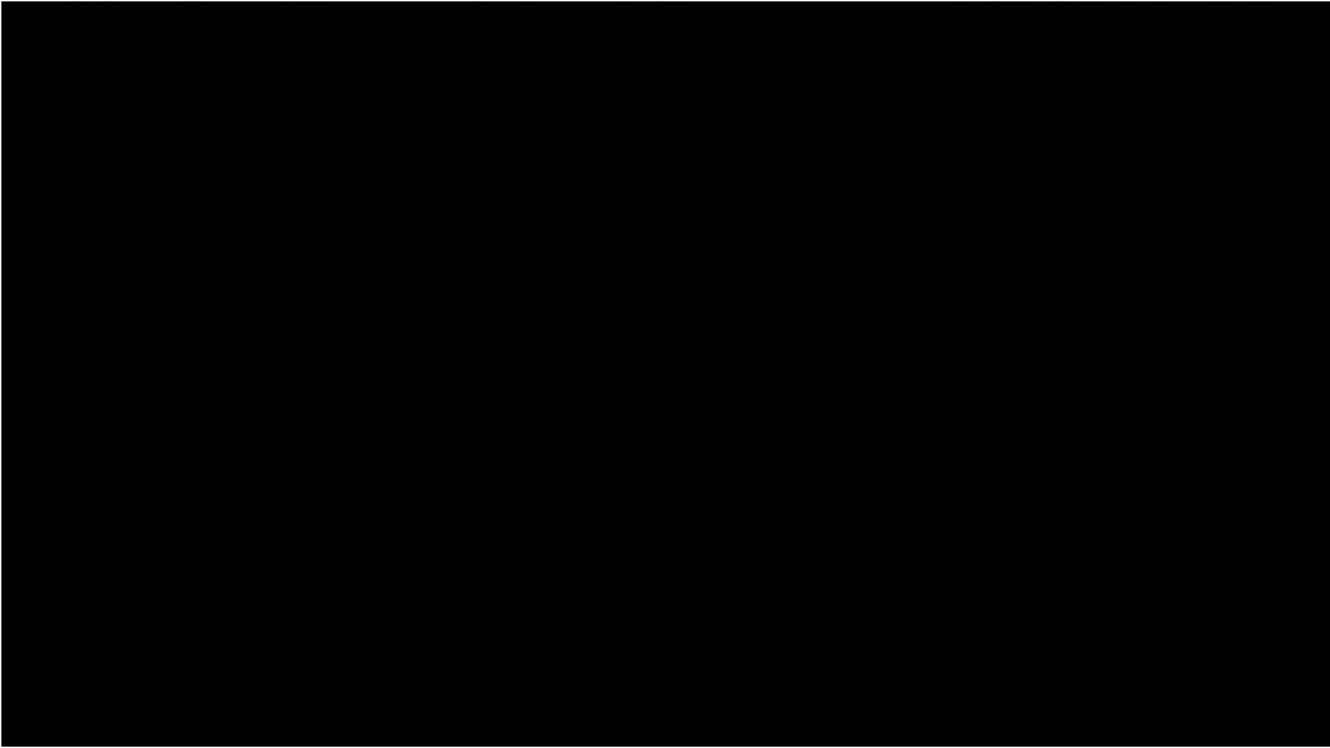


Exhibit 14: Illustrative market analysis deliverable



4.5 Task 8 Approach: Program performance monitoring and evaluation

Qualifications

McKinsey brings program-specific timelines, milestone tracking tools, and progress reporting expertise that can support DCR in fostering consistency with cost, schedule, and performance objectives and targets for vital Helene recovery programs. We are adept at putting in place the technology, infrastructure, and cadence to drive performance changes. Through 1,250+ transformations spanning 30+ industry sectors, we have tested, refined, and proven that our combination of people, process, and tools works for our clients. This approach is grounded in 6 elements that, when rigorously applied, raise the odds of transformation success from 30% to over 75%. These include: A) Set ambitious targets, B) Assign clear accountability, C) Create a “bankable” plan, D) Put in place the right tools and technology, E) Improve mindsets and behaviors, and F) Build capabilities.

We also bring industry-leading proprietary tools such as **Wave**, McKinsey's cloud-based program management platform [REDACTED]

[REDACTED]
transformations, positions McKinsey to support [REDACTED] with best-in-class in-app reporting to [REDACTED]

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

McKinsey is uniquely qualified to support DCR in creating dashboards and visualizations to inform decision-making and support public reporting. With a deep bench of proprietary tools, datasets, and experts, McKinsey brings technology, advanced analytical and digital capabilities to our public sector clients to drive granular insights that inform significant client impact. We have supported over 8,500 engagements focused on digital and analytics. We now have over 5,800+ digital and analytics experts globally, comprising 450+ designers, 1350+ software and cloud engineers, 760+ product owners and agile coaches, 1200+ data scientists, 510+ data engineers, architects and strategists, and 1600+ integrative digital and analytics consultants from a myriad of industry, technology, and experiential backgrounds from leading academic institutions (e.g., [REDACTED] IIT) and analytics firms (e.g., [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED]). We have also acquired market-leading pure play consultancies (e.g., [REDACTED], [REDACTED], [REDACTED], [REDACTED]) and partner with 300+ companies to bring together a broad range of innovative capabilities.

In recognition of our experience and expertise, McKinsey has been named the #1 firm for Technology and Operations Consulting on the 2025 Vault Consulting rankings and named as a Leader (the highest possible ranking) in The Forrester Wave™: Digital Business Transformation Services. We maintain and refresh, on a quarterly basis, our perspectives on emerging platforms through partnerships and hands-on implementation experience.

We also conduct in-depth program performance monitoring and evaluation for state and federal government clients. For example, we evaluated [REDACTED]'s disaster recovery call

[REDACTED]
[REDACTED] We analyzed [REDACTED] "voice of customer"
data points and conducted [REDACTED] interviews and focus
[REDACTED] capabilities to address them, and potential
[REDACTED] volume by up to [REDACTED] %, increase contact center capacity
[REDACTED] by [REDACTED] +, and avoid \$55M+ in direct annual costs, all
[REDACTED] years, we have served [REDACTED] – the [REDACTED]

Capabilities and solutions

- Unrivaled capabilities, as a top 5 design firm globally, with 500 patents, and 400 awards including, National Design, Spark, Red Dot, and DesignEuropa
- Comprehensive suite of measurement solutions to understand performance, pain points, and drivers for improvement across journeys
- Qualitative and quantitative approaches to infuse the rigor and depth of data analysis with blue-sky exploratory design thinking

Types of improvements our work can drive for our clients:

odds of
implementation
success using our
proven approach to
performance
management

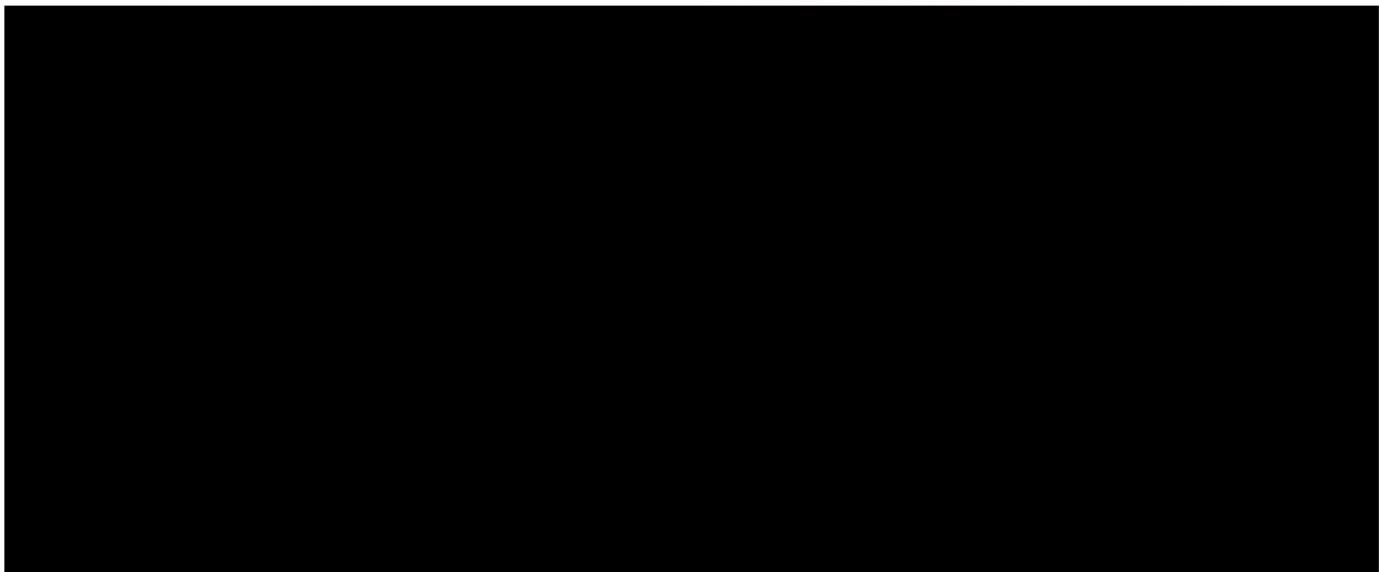
improvement in
equitable distribution of
payments (e.g., to lowest
quartile counties) due to
continuous
improvement

to develop single
source of truth
claims dashboard

Tools and technical approach

McKinsey follows a five-step approach to execution of program performance monitoring. The first two phases include setting bold aspiration and purpose and determining the right tools and technology to support that support. After that, we focus on changing mindsets and behaviors through rigorous management of day-to-day execution, creating transparency through digital solutions and tracking, and evolving ways of working through behavior and capability shifts. Exhibit 15 overviews the activities and goals of each phase.

Exhibit 15: Overview of 5-step approach to execution of program performance monitoring



- Milestone Tracking Tools:
 - [REDACTED]
- Performance Dashboards:
 - [REDACTED]
- Proprietary [REDACTED] software for grants or claims management:

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

Exhibit 16: McKinsey's proprietary Wave tool tracks program progress and performance

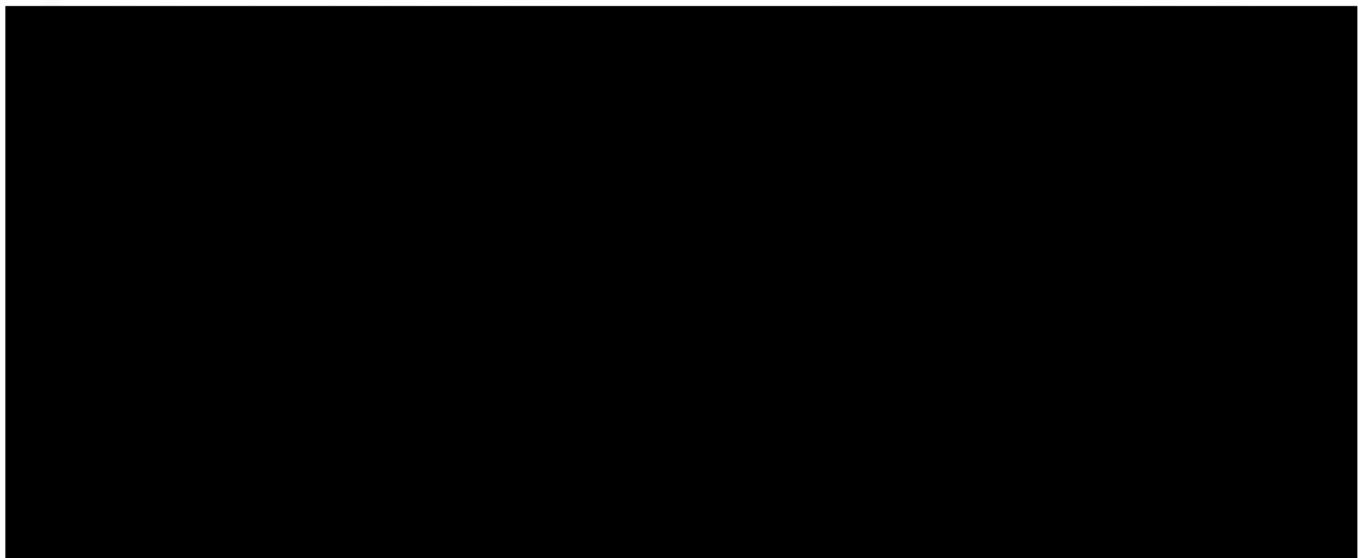


Exhibit 17: McKinsey's proprietary [REDACTED] software transforms performance management

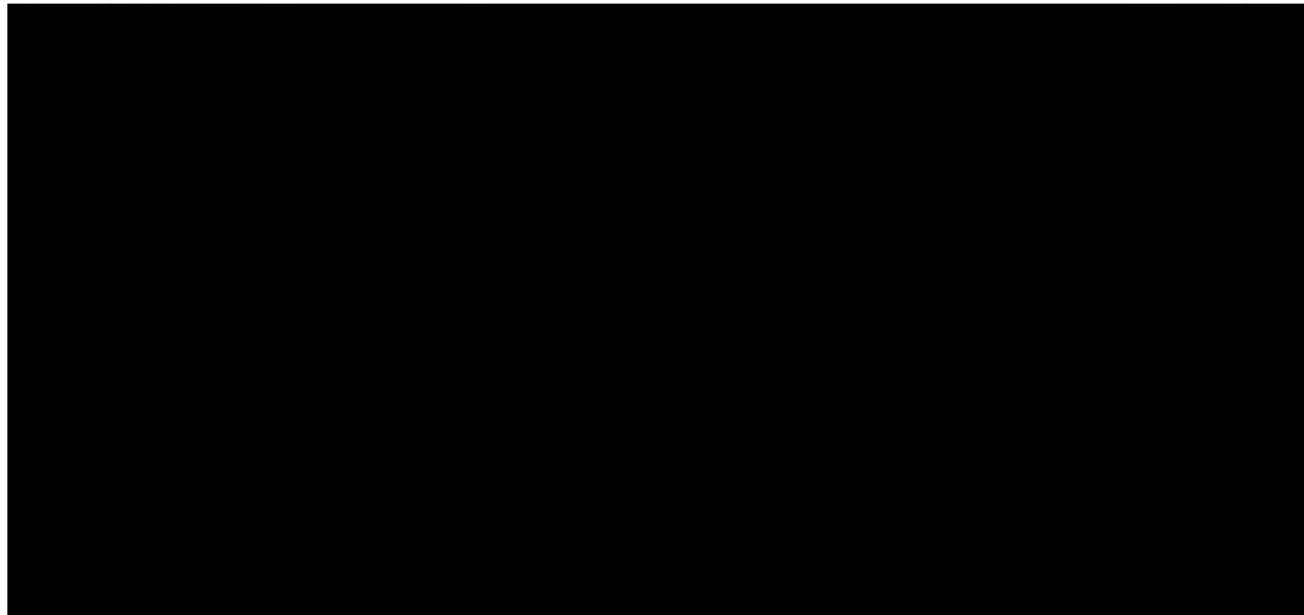
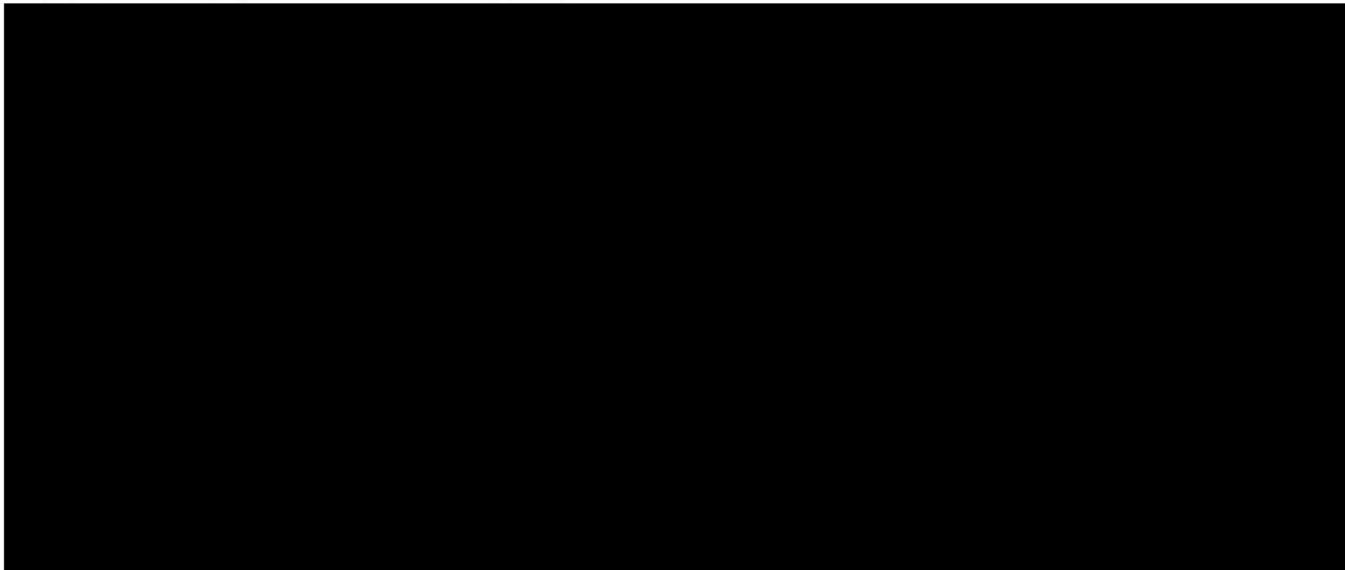


Exhibit 18: Illustrative deliverable: Government expenditures transparency dashboard

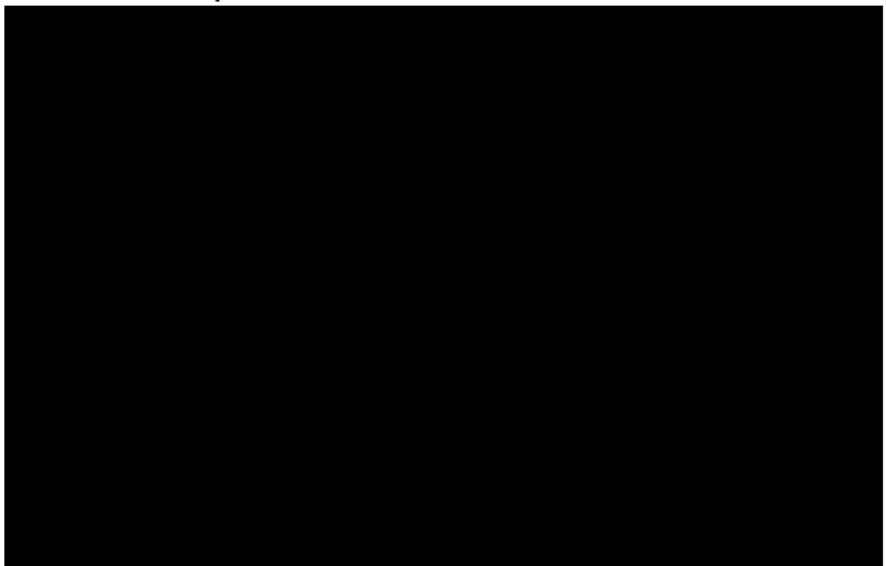


5.0 Internal systems for quality assurance, regulatory compliance, and project oversight

McKinsey applies a disciplined approach to quality assurance, regulatory compliance, and project oversight that has been tested and proven across thousands of federal, state, and local government engagements. Our internal system has a multi-gate quality review process that subjects all deliverables to senior-level review, expert validation, and leadership sign-off before submission to our clients.

Independent surveys of Federal Contracting Officers captured in the Contractor Performance Assessment Reporting System (CPARS) consistently rate McKinsey's performance at the highest level. Our clients regularly highlight not only the rigor of our quality processes but also the accessibility of our senior leaders and the transparency of our oversight models.

Exhibit 19: Proposed team structure



McKinsey's client feedback

past 5 years stating they
would recommend
McKinsey for similar
requirements in the
future

across all engagements
over the past five years

*"The speed in
which they
delivered and
moved the
project"*

McKinsey has been formally recognized for our ability to successfully deliver client impact by Vault, Forbes, ALM Vanguard, and other industry rankings. McKinsey was named the #1 firm on the 2025 Vault Consulting rankings in the following practice areas: Management Consulting, Strategy Consulting, Financial Consulting, Operations Consulting, Human Resources Consulting, and others, and we were named on Forbes' America's Best Management Consulting firms list for 2024. Our state of North Carolina clients have also cited the quality of our work, noting "McKinsey's work was pragmatic insightful, effective, delivered every day to the individuals that must be a part of development and ultimately operate processes... Across all McKinsey staff, DES staff considered each to be exceptional, with significant contributions and effective interactions" (NC DES) and "The McKinsey team members were easy to work with and were very thorough in their approach...They handled difficult situations with grace and professionalism, and the work product was outstanding" (NC OSMB).

5.1 Team Structure as a Foundation for Quality

McKinsey's system for quality assurance and oversight begins with the deliberate way we structure every project team to **bring the best of the firm to every one of our clients**. Each task order will have a dedicated, clearly identified, and accountable **senior leadership team** that ensures continuity with the client's mission and serves as the ultimate point of accountability. **Key personnel, Tony D'Emidio, Todd Wintner, and David Bibo will serve as the consistent named senior leaders for task orders across the vehicle as the State of North Carolina Relationship Lead, DCR Staff Augmentation Contract Lead, and Program Manager**, respectively, providing the Division of Community Revitalization direct access to experienced professionals who have guided federally funded recovery programs, HUD-related initiatives, and spent significant time serving the State of North Carolina. These leaders not only provide day-to-day oversight but also serve as escalation points and champions of compliance, bringing decades of experience in governance and public program delivery. These leaders may be augmented by other firm leaders that bring relevant experience or expertise to specific task orders. Together, within the context of a task order, leaders ensure quality by joining structured problem-solving sessions with the core working team, pressure-testing assumptions and approaches, reviewing analytical products, coaching on alternative approaches, ensuring the right data is being considered in developing the answer, and reviewing all deliverables before submission. The senior leadership team facilitates the core working team's identification of and access to additional experts that may be needed to help answer client questions, ensuring we **bring the best of the firm to every one of our clients**.

For each task order, we will assign a full-time **core working team**, often comprised of an engagement manager and consultants (business analysts or associates) responsible for the day-to-day delivery of specific task orders. Each core working team member is chosen for their technical expertise, relevant experience with [REDACTED] and [REDACTED] requirements, and proven ability to deliver in fast-paced environments. The core team is empowered to coordinate across Tasks—from SOP development to program evaluation—while maintaining alignment with compliance and reporting requirements. The core working team is augmented by **subject-matter experts** drawn from McKinsey's extensive network, covering specialties such as financial oversight, fraud risk reduction, housing reconstruction, case escalation protocols, market analysis, and geospatial analysis. Experts may be deployed for targeted reviews, technical assessments, to stress-test deliverables or they may be deployed more consistently across the duration of a task order. **Subject matter experts for these task orders will include Linda Liu**, co-leader of our work supporting [REDACTED] and core leader in our Risk & Resilience practice's disaster response and recovery work, and **Sid Kamath**, leader in our AI and Insurance Practices with extensive experience supporting [REDACTED] to simplify complex processes and improve service delivery operations.

This three-tiered team operating model—**senior leadership, core working team, and subject-matter experts**—creates natural checks and balances within every task order. Leadership sets the direction and ensures accountability; the core team drives consistent execution and solves the problem with the client; and experts provide depth, rigor, and speed at critical junctures. Together, these layers reinforce quality by design, ensuring that all outputs are both strategically aligned and operationally sound. More importantly, this structure creates resilience: if circumstances shift or task orders evolve, the leadership team can quickly realign priorities, while McKinsey's bench of practitioners and experts allows for rapid scaling or pivoting without compromising quality.

5.2 Quality Assurance Systems

Our internal quality control follows a **multi-gate review process**, similar to the Quality Control Plans (QCPs) we have implemented for numerous federal and state projects. Every major deliverable [REDACTED]

[REDACTED]. McKinsey also has the ability to leverage knowledge-sharing platforms and proprietary tools like our [REDACTED]

[REDACTED]. These systems ensure completeness, accuracy, and timeliness, reducing rework and maintaining high performance across all task orders.

5.3 Regulatory Compliance for NC and HUD Programs

McKinsey recognizes that regulatory compliance is the cornerstone of any successful [REDACTED] program, particularly in [REDACTED]

[REDACTED] Our compliance approach begins with embedding regulatory expertise directly into our delivery model. Depending on the needs of the task order, we will tailor the expertise we deploy to ensure familiarity and expertise with federal requirements, including notices and regulations governing [REDACTED]'s [REDACTED] and [REDACTED] programs. We will also deploy personnel experienced in tailoring compliance practices to North Carolina's oversight and reporting

frameworks. This ensures that every task order is delivered in full alignment with both federal mandates and the State's governance requirements.

Our compliance process is proactive rather than reactive. Before policies, SOPs, or program workflows are finalized, we will review them against HUD guidance and requirements, North Carolina requirements, and federal standards (e.g., compliance with 2 CFR governing grant management across federal programs). This preemptive approach reduces the risk of

For example, when supporting [REDACTED], our teams have [REDACTED] works hand-in-hand with [REDACTED] to strengthen preparedness to respond to [REDACTED], state, or other [REDACTED] QPRs, Section 3, etc.). These capabilities are scalable to DCR's needs and can complement [REDACTED]

We also set up a standard cadence of check-ins and progress reviews with client team members and leaders throughout any engagement to ensure their regular feedback and alignment. For example, [REDACTED]

[REDACTED] Depending on jointly determined working norms and operating model, we often have regular working sessions or stand-ups with client team members whose work we are directly supporting.

Lastly, compliance in disaster recovery is not just about avoiding penalties, it is about protecting investments being made in communities. By embedding compliance into our workflow, McKinsey helps ensure that federal dollars reach intended beneficiaries quickly, fairly, and transparently. This builds trust among residents, strengthens North Carolina's ability to withstand federal scrutiny, and ultimately accelerates recovery for households and communities most affected by natural disasters by keeping limited resources where they are most needed.

5.4 Project Oversight and Client Alignment

6.0 Staffing capacity, including the ability to scale quickly for both short-term and long-term assignments

6.1 Staffing Capacity and Scalability

McKinsey's network of more than 25,000 consultants, industry practitioners, and functional specialists across provides an unparalleled reservoir of expertise that can be mobilized to address both immediate surge needs and long-term programmatic support. This expansive reach allows us to provide clients with the right mix of technical, analytical, and managerial talent, ensuring that staffing solutions are not only available but also highly relevant to the task at hand. Our experience spans government, nonprofit, and private-sector organizations, giving us the ability to integrate the best practices from across industries into disaster recovery and community development contexts (e.g., fraud prevention in the banking industry, crisis response support for humanitarian NGOs).

In practice, this means that even in multi-year recovery programs, McKinsey can rotate fresh specialized talent into task order teams without any loss of momentum, because our systems embed institutional knowledge directly into the workstreams. This structural capacity allows us to meet staffing surges when needed, such as during peak recovery phases—while also maintaining baseline support over extended timelines.

Beyond immediate responsiveness, McKinsey's heavy investment in systems that support sustained staffing capacity over the long term include **proprietary knowledge management systems that capture insights from every engagement**, creating a living repository of playbooks, SOPs, data analytic approaches, and best practices that any new team members can quickly access. Our teams also utilize our **proprietary in-house generative artificial intelligence tools** that enable immediate access to our corpus of knowledge and allow our teams to rapidly assimilate our most up-to-date and relevant resources and bring them to our clients. Our leadership remains deeply engaged with our clients regardless of the status of active task orders, staying connected to their latest context and needs and providing ad hoc leadership counseling support across and between active engagements. This ensures continuity and consistency even as core team personnel rotate in or out to deliver specific task order deliverables.

The depth of our staffing model ensures that we can bring forward individuals with the backgrounds needed for each task order in very short order while maintaining the same consistent leadership team across engagements. By blending institutional knowledge and global expertise with leaders deeply knowledgeable of North Carolina, we are able to consistently provide teams that are not only ready to address urgent short-term assignments but also prepared to remain engaged and effective throughout multi-year recovery programs.

6.2 Agility in Deployment

One of McKinsey's core strengths is our ability to **scale resourcing quickly and effectively**. Our breadth of capability is reinforced by our strong track record of quickly mobilizing large-scale teams under pressing timelines. For example, during periods of national crisis such as the COVID-19 pandemic, McKinsey deployed multidisciplinary teams across multiple [U.S. cities](#) within days (██████████, to just name a few) providing immediate surge support in areas such as unemployment insurance compliance, public health management, and economic stabilization. These rapid deployments were possible because of

our deeply ingrained culture of collaboration and our established infrastructure for sharing knowledge and personnel across practices and geographies.

Because McKinsey does not hire "just in time" for projects, we are able to adjust staffing levels rapidly and dynamically, ensuring that resources are never underutilized or overextended and delivering cost-effective solutions to clients.

By combining a deep bench of experts and a culture of rapid mobilization, McKinsey provides a highly adaptive staffing model that is uniquely suited to the dynamic nature of disaster recovery work.

6.3 Long-Term Resilience

Equally important to our staffing model is McKinsey's focus on building long-term resilience within client organizations. We recognize that sustainable recovery is not achieved solely by external support; it requires the development of in-house capacity that can continue to deliver results long after external teams have transitioned out. To this end, McKinsey emphasizes capability transfer in every engagement. Our teams embed structured training sessions, coaching programs, process documentation, and the creation of "plug and play" materials into the workflow, enabling client staff to gain the skills and confidence to manage programs independently. This approach ensures that each engagement not only delivers immediate results but also strengthens the client's institutional resilience over the long term.

For example, in engagements with newly formed government agencies, McKinsey has

[REDACTED] In the context of CDBG-DR programs, this means that McKinsey's staffing model is not limited to supplying external expertise—it

By doing so, we help

7.0 Clear alignment of proposed staff with the type of work to be performed

Our team-based client service approach maximizes partnership with DCR and includes a dedicated accountable leadership team, a full-time core working team, access to our network of 25,000+ expert consultants, and internal functional support staff.

For this engagement, we have assembled an exceptionally qualified team with proven expertise and experience across the tasks and deliverables outlined in our proposal. McKinsey's proposed organizational structure is outlined in **Exhibit 19**. Our team is fully committed to co-locating on the ground in Raleigh, in Western North Carolina, or wherever DCR's mission requires, working side-by-side with the DCR team to ensure a deep understanding of needs and seamless execution. We focus on continuity and consistency; with the same experienced professionals you meet during the proposal process actively leading and delivering the work.

Our leadership team for this engagement is deeply committed to and knowledgeable of the State. **This team has together led the delivery of more than a dozen engagements for the State of North Carolina: Tony D'Emidio**, head of McKinsey's U.S. Public Sector entity will serve as State of North Carolina Relationship Lead and ensure the State's needs are fully met at all times. **Todd Wintner**, DCR Staff Augmentation Contract Lead, is one of our most seasoned leaders on state operations serving state leaders across the U.S. **David Bibo** – former head of Response and Recovery at the [REDACTED] – will serve as Program Manager, providing day-to-day leadership across any task orders DCR may award to McKinsey. **Tony, Todd, and David will provide executive oversight and ensure quality of work and deliverables across the contract.**

They will be supported by specialized experts who will play Task-specific Lead SME roles, such as **Tony Shorris**, who served as [REDACTED], and **Eric Schweikert**, former [REDACTED] Compliance Analytics executive with 35+ years of experience in fraud, advanced analytics and modeling. North Carolina can be confident in our ability to understand the unique challenges and nuances of supporting the State in addressing any current and potential complex challenges.

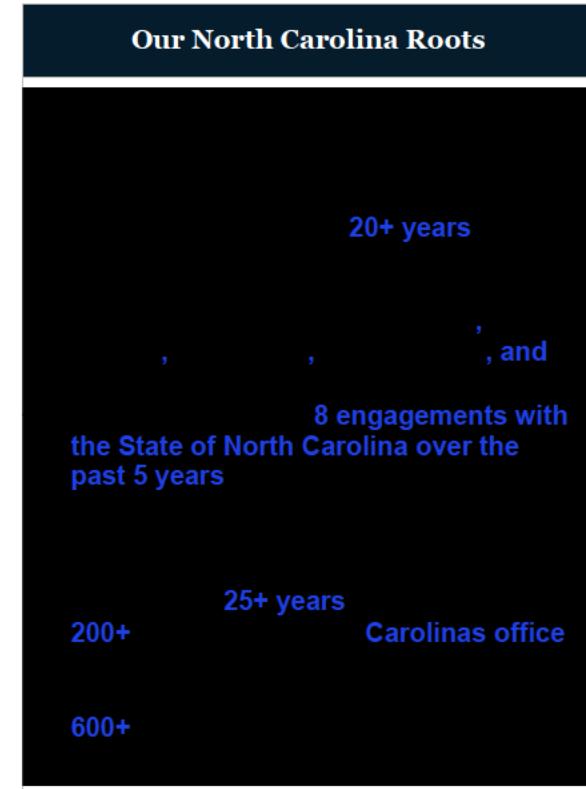
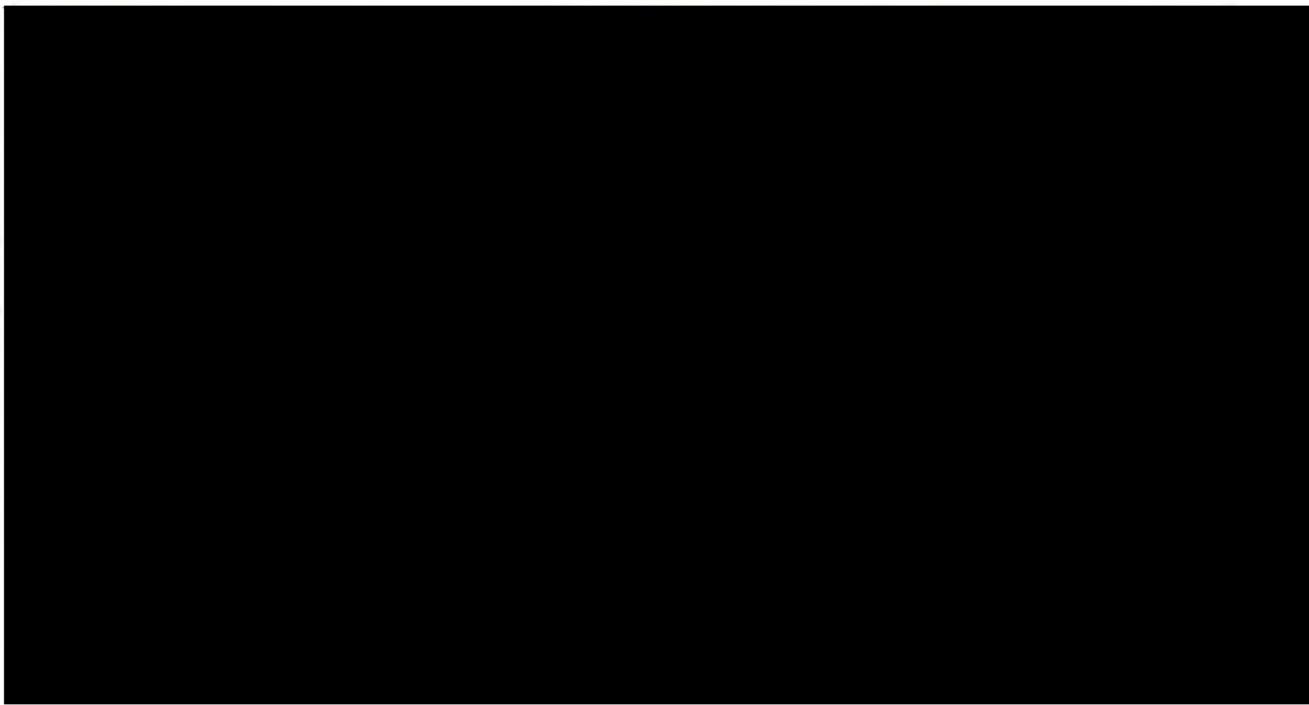


Exhibit 20: Staff expertise aligned to tasks



McKinsey Leadership – senior leadership responsible for successful delivery

Our leadership team is made up of seasoned consultants who have led similar engagements and who are ultimately accountable and responsible for the successful delivery of the project across all dimensions. These leaders will work closely together to bring expertise and diverse experiences. They will meet frequently with DCR and provide insight, problem-solving support, and quality management for the core working team. The leadership team is composed of **Tony D'Emidio, Todd Wintner, and David Bibo** (State of North Carolina Relationship Lead, DCR Staff Augmentation Contract Lead, and Program Manager, respectively). Resumes for each member of the leadership team are included in *Appendix A: Resumes*

McKinsey's Program Manager, David Bibo, will collaborate with Tony D'Emidio and Todd Wintner to lead delivery of work across all Tasks where DCR may award McKinsey work. This will include using McKinsey's proprietary systems to rapidly identify and assign experienced and qualified personnel to deliver the task order, obtaining subject matter experts from McKinsey's global footprint of seasoned experts, and drawing in North Carolina based experts and staff wherever and whenever possible to deliver the work. McKinsey does not make use of ad hoc staffing contracts, so will be drawing on its full time employees to meet DCR's needs across Tasks. When there are multiple concurrent streams of work, the Project Leader will ensure sufficient coverage to deliver on time, in full, and within budget while still accessing the broad and deep range of expertise for which McKinsey is renowned.

Subject Matter Experts – world-class experts across task order areas

McKinsey's Task Order Subject Matter Experts include eminent professionals who will work collaboratively with the DCR team to meet the State's objectives on specific task orders. McKinsey's team includes experts who have led disaster recovery efforts that cut across the

task order areas McKinsey has carefully selected, which align to our firm's most robust capabilities.

McKinsey will also draw on additional experts to provide specific skills and experience on various topics and / or to support specific work streams as needed at any time. McKinsey operates as one integrated firm – a single partnership united by a strong set of values, focused on client impact. Using this “One Firm” model, we can tap into our network of **25,000+ expert consultants and external Senior Advisors** across any of our offices or functional service lines, many of whom are recognized experts and leaders in their field. Our experts have deep experience in specific topics and support delivery of requirements with specific expertise and knowledge. They regularly attend problem-solving sessions and provide input on deliverables.

Core Working Teams – *responsible for day-to-day delivery*

McKinsey's core working teams include qualified professionals committed full-time to specific tasks and who are responsible for working collaboratively with the client team to meet DCR's objectives and deliver the day-to-day work. Upon award, we will carefully design the core working teams to meet the requirements of the task order deliverables and they will be available to start immediately. The core working teams will be led by an engagement manager and staffed with 1-4 additional full-time consultants depending on the domain and the phase of the engagement.

At McKinsey, our Business Analysts, Associates, and Engagement Managers represent the highest caliber of talent, with many holding advanced degrees such as MBAs from top-tier institutions, including Ivy League and other globally renowned universities, including all of North Carolina's most prestigious institutions. They bring a blend of exceptional academic achievement, professional expertise, and a proven track record of delivering impact. This pedigree, combined with their commitment to excellence and problem-solving, ensures our clients receive unparalleled support and insights.

Functional support – “team behind the team” supporting successful delivery of project.

Throughout the life of the contract, we can draw upon our internal administrative, design, research, logistical, and communications support staff, including research analysts, administrative assistants, and media, business presentation, and visual graphics designers.

To deliver high-quality support across DCR's CDBG-DR initiatives, McKinsey ensures that our staffing model is directly mapped to the 5 defined Tasks we would support. This alignment is achieved through our structured team model—anchored by senior leadership, powered by core delivery teams, and supported by subject-matter experts, which rapidly identifies and assigns personnel with proven expertise to the areas of greatest need.

Our approach to alignment is built on three principles:

1. **Coverage:** Ensure each Task is staffed with personnel who bring both technical expertise and experience with HUD-funded programs.
2. **Scalability:** Retain flexibility to scale teams up or down across Tasks depending on program priorities, leveraging McKinsey's talent bench of 25,000+ practitioners.
3. **Integration:** Cross-pollinate staff across related Tasks (e.g., financial compliance, audit readiness, and program monitoring) to enhance efficiency and knowledge transfer.

The following chart defines the major domains of work and illustrates how McKinsey staff roles map to each Task. This chart provides DCR with clarity that not only can we meet requirements across all categories, but that our staffing structure is designed for adaptability and compliance in North Carolina's recovery context.

Exhibit 21: Background and experience highlights of proposed personnel

| Name, Title, & Proposed Role | Background and Experience Highlights |
|---|--|
|  <p>Tony, D'Emidio, Partner State of North Carolina Relationship Lead (Key Personnel)</p> | <p>State of North Carolina Relationship Lead</p> <ul style="list-style-type: none"> ▪ 20 years of managerial advisory experience, including expertise in government transformation, technology-enabled process improvement, and customer experience ▪ Leader of McKinsey's client service to North Carolina, including 7+ years serving the State across multiple agencies (OSBM, Commerce, GROW NC, DIT, NC DOT) ▪ 2x leader of North Carolina post-disaster damage and needs assessment, including alignment of CDBG-DR and other disaster recovery programs to meet state needs ▪ Leader in McKinsey's Operations Practice and Public Sector Customer Experience service line ▪ [REDACTED] ▪ [REDACTED] ▪ [REDACTED] <p>customer experience such as the Fraud Detection project with the NC Department of Commerce, Division of Employment Security (DES)</p> <ul style="list-style-type: none"> ▪ M.B.A, Harvard University; M.S., Systems Engineering, University of Pennsylvania; B.S., Economics and Finance, University of Pennsylvania ▪ Supported case examples: <ul style="list-style-type: none"> ▪ Helene Disaster Recovery for the State of North Carolina (2024) ▪ Fraud Detection and Remediation Services for the State of North Carolina (2021-2022) |
|  <p>Todd Wintner, Partner DCR Staff Augmentation Contract Lead (Key Personnel)</p> | <p>DCR Staff Augmentation Contract Lead</p> <ul style="list-style-type: none"> ▪ 15+ years of managerial advisory experience, with expertise in state and local government transformation and technology-enabled process improvement ▪ Co-Leader of McKinsey's client service to the State of North Carolina ▪ Leads McKinsey's Transformation service line for state & local governments, including federal grant program reporting (CDBG-DR, CDBG-MIT) in record-breaking disasters ▪ Served more than two dozen state and federal agencies, driving efficiency through process redesign, advanced technologies, data-driven decision-making, and enhanced customer experience ▪ Led engagements with State of NC on employment security redesign, Helene recovery, DHHS automation and analytics, and digital equity strategy ▪ Expertise in organizational efficiency, cost reductions, budgeting, forecasting, unmet demand analysis, strategic planning, and frontline service improvements ▪ M.P.P., Harvard University; M.B.A., Harvard Business School; B.S., Foreign Service, Georgetown University ▪ Supported case examples: <ul style="list-style-type: none"> ▪ Helene Disaster Recovery for the State of North Carolina (2024) ▪ Fraud Detection and Remediation Services for the State of North Carolina (2021-2022) ▪ Major Hurricane Recovery for a [REDACTED] (2017-present) |

| Name, Title, & Proposed Role | Background and Experience Highlights |
|--|--|
|  David Bibo, Expert Associate Partner Program Manager (Key Personnel) | <p>Program Manager</p> <ul style="list-style-type: none">▪ 20+ years of emergency and disaster management experience at the federal, state, and city levels▪ Former [REDACTED] Director and Senior Director for disaster response, recovery, and mitigation policy▪ Former Head of [REDACTED] Response and Recovery, leading response, recovery, logistics, and claims/appeals across federal disasters▪ Directed [REDACTED] nationwide recovery operations during COVID-19 and record hurricane seasons, overseeing billions in funding and 10,000+ personnel▪ Led [REDACTED] coordination on CDBG-DR and CDBG-MIT for [REDACTED] (2020-2021)▪ Former [REDACTED] Performance Improvement Officer and Head of Policy and Audit, driving SOPs, fraud mitigation, and program performance evaluation▪ Fellow in the [REDACTED], supporting preparedness capability building▪ M.P.P., Harvard University; B.A., Criminal Justice and Political Science, Stonehill College▪ Supported case examples:<ul style="list-style-type: none">▪ Helene Disaster Recovery for the State of North Carolina (2024)▪ Tornado Disaster Recovery for the [REDACTED] (2025)▪ Major Hurricane Recovery for a [REDACTED] (2023-present) |
|  Linda Liu, Partner Lead SME: Task 1 | <p>Lead Subject Matter Expert, Development of Policies, Procedures, and SOPs</p> <ul style="list-style-type: none">▪ 12+ years of experience in strategy and implementation advisory work for disaster response and recovery, including governance and operations topics▪ Expertise in large-scale operational and organizational transformations, crisis response, and preparedness for governments and private sector clients (financial services, advanced industries, consumer sectors). Support includes developing SOPs, templates, and defining records and performance management▪ Core member of McKinsey's Public Sector, Social Sector, and Risk & Resilience practices; leader of McKinsey's Social Impact Committee▪ J.D., Yale Law School; B.A., Economics, Harvard University▪ Supported case examples:<ul style="list-style-type: none">▪ COVID-19 Disaster Response and Recovery for the [REDACTED] (2021)▪ COVID-19 Disaster Response and Recovery for [REDACTED] (2021-2022) |

| Name, Title, & Proposed Role | Background and Experience Highlights |
|---|---|
|  Eric Schweikert, Partner Lead SME: Task 2 | <p>Lead Subject Matter Expert, Financial Compliance, Oversight, and Fraud Prevention</p> <ul style="list-style-type: none">▪ 35+ years of experience in fraud, advanced analytics, public finance, and accounting▪ [REDACTED]▪ [REDACTED]▪ Former Program Director in the [REDACTED] 's Office of Compliance [REDACTED]▪ M.B.A., Finance, University of Pennsylvania; B.A., Economics, Yale University▪ Supported case examples:<ul style="list-style-type: none">▪ Claims Backlog Reduction for the [REDACTED] [REDACTED] (2020-2022)▪ Claims Backlog Reduction for [REDACTED] (2020-2023)▪ Fraud Reduction for the [REDACTED] (2020) |
|  Sid Kamath, Partner Lead SME: Task 5 | <p>Lead Subject Matter Expert, Claims, Appeals, and Case Reviews</p> <ul style="list-style-type: none">▪ 12+ years experience supporting public and private sector financial services in AI-enabled claims and case review operations▪ [REDACTED]▪ Skilled across all phases of digital and operational transformations, from diagnostics to implementation▪ Leader in of McKinsey's AI and Digital & Analytics Practices▪ M.B.A., MIT Sloan School of Business; B.Sc., London School of Economics and Political Science▪ Supported case examples:<ul style="list-style-type: none">▪ AI for a [REDACTED] (2016-2025)▪ Operating model transformation for an [REDACTED] [REDACTED] (2019-2025)▪ Analytics transformation for a [REDACTED] (2019-2025) |

| Name, Title, & Proposed Role | Background and Experience Highlights |
|---|--|
|  Mihir Mysore, Partner Lead SME: Task 7 | <p>Lead Subject Matter Expert, Needs Assessments, Market Analysis, and Geospatial</p> <ul style="list-style-type: none">▪ Global leader of McKinsey's crisis response and resilience practice▪ Extensive experience leading responses to disasters, reputational challenges, compliance issues, and operational crises across 60+ major events▪ Deep expertise in needs assessments, market studies, gap analysis, and resource allocation reports for resilience planning▪ M.S., Stanford University; M.Tech. & B.Tech., Indian Institute of Technology▪ Supported case examples:<ul style="list-style-type: none">▪ COVID-19 Disaster Response and Recovery for the [REDACTED] (2021)▪ COVID-19 Disaster Response and Recovery for [REDACTED] (2021-2022)▪ Helene Disaster Recovery for the State of North Carolina (2024)▪ Tornado Disaster Recovery for the [REDACTED] (2025) |
|  Tony Shorris, Partner Lead SME: Task 8 | <p>Lead Subject Matter Expert, Program Performance Monitoring and Evaluation</p> <ul style="list-style-type: none">▪ 40+ years of experience in public sector operations, including budget management, infrastructure, economic development, and crisis response/recovery▪ [REDACTED]▪ [REDACTED]▪ Expertise in performance management, monitoring, and evaluation of crisis recovery operations▪ M.P.A., Princeton University; A.B., Harvard College▪ Supported case examples:<ul style="list-style-type: none">▪ COVID-19 Disaster Response and Recovery for [REDACTED] (2021-2022) |

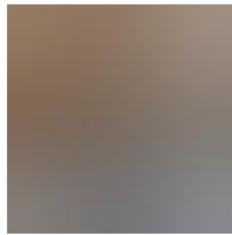
8.0 Resumes

Tony D'Emidio

State of North Carolina Relationship Lead

Key expertise and experience

- 15+ years of experience leading operational/performance audits to improve government effectiveness and efficiency
- Leader of McKinsey's client service to North Carolina, including 5+ years serving the State
- Leader in McKinsey's Operations Practice and Public Sector Strategy Practice
- Expertise in operational/performance audits for public sector clients across public safety, healthcare, housing, and transportation and infrastructure
- Extensive experience in designing and implementing operational, customer experience, and organizational transformations



█████ is Partner and President of McKinsey's U.S. government entity, overseeing all of McKinsey's work with U.S. federal, state, and local governments. He is also a Leader in McKinsey's Public Sector Customer Experience & Design service lines. █████ leads McKinsey's client service to North Carolina – he led McKinsey's support of an operational/performance audit for the State following Hurricane Florence, as well as a fiscal assessment, ID theft redesign, and broadband strategy efforts for the State. █████ helps government agencies audit their operations and customer service processes to improve mission outcomes, reduce costs, increase trust, improve employee engagement, and build frontline capabilities. He is experienced in evaluating organizational activities, testing internal systems and procedures for efficiency and effectiveness, uncovering inefficient use of resources or wasted capital, and reviewing business processes to determine strengths and weaknesses. █████ primarily serves public safety, transportation/infrastructure, and healthcare organizations with broad, distributed operations.

Relevant experience

- North Carolina Office of State Budget and Management (OSBM) – Hurricane Florence Audit.
- North Carolina Department of Transportation (NCDOT) – Fiscal Assessment.
- North Carolina Department of Commerce Division of Economic Security (DES) – Fraud Operations.
- North Carolina Office of State Budget and Management (OSBM) – Broadband Strategy.

leader in broadband infrastructure and enable equitable access while closing the digital divide for 400,000+ North Carolinians. The strategy targeted key underserved populations—including rural, low-income, and minority communities—while prioritizing economic development, education, health, and innovation.

- (██████████) – **Operational Audit and Transformation.** Performed a broad operational / performance audit of all ██████ business processes, including an extensive audit of the claims process. Engaged with ██████ employees and ██████ stakeholders in the first three months of the audit and conducted extensive customer research to understand and map eight core ██████ customer journeys. The effort accelerated Hurricane Sandy claims review nearly ten times and significantly reduced reputational risk. The ██████ (██████████) delivered dramatically higher experience to survivors in the third- and fourth-largest flood claims years on record (2016 and 2017) and closed ██████ of Hurricane Harvey claims within just 3 months, with far fewer customer complaints. ██████ also enabled survivors of Hurricane Harvey to start rebuilding their homes ~3 months sooner than in past events and improved its organizational health by █████% and employee satisfaction by █████% in two years.

- ██████████ (██████████) – **Multi-family Housing (MFH) Audit and Transformation.** Co-led effort to audit design, and implement reforms across ██████ field offices, ██████ employees, and third-party lenders, following unprecedented demand for ██████████

transformation to all ██████ HUD staff while coordinating external outreach to White House, Congress, and ██████ stakeholders within 48 hours. The effort tripled customer experience scores, reduced application backlog by more than █████%, greatly improved efficiency and productivity (driving ██████ productivity improvements), and reduced application processing times by █████%.

- (██████████) – **Operational Audit and Business Strategy.**
██████████ Quantified the nature and magnitude of the financial gap faced by ██████ (cumulative \$115B gap over 10 years) Diagnosed root causes of this gap Rapidly assessed ██████████
██████████ increasing revenue, allowing ██████████ to return to fiscal stability ██████████
- ██████████ – ██████████ ██████████ ██████████
Drove nearly █████% cost reduction across the enterprise while improving customer service. ██████████
- ██████████ Supported pilot and rollout across the Agency's ██████████ field offices and headquarters in five ██████████
- ██████████ – **Operational Audit and Transformation.** ██████████
██████████ Improved service to ██████████

policyholders through streamlined organization and reduced claims error rate, doubling the number of claims errors prevented. Changes also enabled a █% operating budget reduction per member per month.

- █ – Transportation Audit and Strategy. █

Education

| Institution | Degree | Year |
|----------------------------|---------------------------|------|
| Harvard University | M.B.A. | 2007 |
| University of Pennsylvania | M.S., Systems Engineering | 2001 |
| University of Pennsylvania | B.S., Economics, Finance | 2000 |

Work history

| Employer | Role | Years |
|------------------------|---------------------------------|--------------|
| McKinsey & Company | Partner | 2007-present |
| Project GRAD Roosevelt | Director of Business Operations | 2003-2005 |

Todd Wintner

DCR Staff Augmentation Contract Lead

Key expertise and experience

- 12+ years of experience providing managerial advisory services
- Expert in leading organizational efficiencies, cost reductions, budget and revenue forecasting, economic forecasting, research, analysis of unmet demand for public services, strategic planning, project implementation, and front-line public customer facing improvements to further a public agency's statutory mandates and directives
- Leader of McKinsey's client service to North Carolina
- Leads McKinsey's Transformation service line for state and local governments



[REDACTED] is a Partner in McKinsey's Washington D.C. office where he leads McKinsey's Transformation service line for state and local government. He brings over 12 years' experience supporting state and local clients on managerial advisory services, including organizational efficiencies, budget and revenue forecasting, economic forecasting, research, analysis of unmet demand for public services, strategic planning, project implementation, and front-line public customer facing improvements to further a public agency's statutory mandates and directives. Over the last decade, Todd has helped senior government officials at both the state and federal levels quickly diagnose productivity gaps, hidden drivers of operational spend, and workforce challenges across agencies. He has helped reform a wide range of government service programs, from healthcare to social benefits to pensions.

Relevant experience

- **North Carolina – Division of Employment Security – UI Claims Transformation.** [REDACTED]
- **North Carolina Office of State Budget and Management (OSBM) – Broadband Strategy.** [REDACTED]
- **U.S. State - Coronavirus Relief Fund.** Supported a [REDACTED]
- **Midwest State – Department of Jobs and Family Services – UI CX Transformation.** [REDACTED]
- **U.S. Territory – Strategy and Transformation.** Advised the [REDACTED], including budget forecasting, identifying opportunities to reduce costs to accommodate a 50%

reduction in public subsidy through shared services, improved utilization, and other operational efficiencies.

- **U.S. City – Strategic Modernization.** Worked alongside [REDACTED] to [REDACTED] reduction in public subsidy through shared services, improved utilization, and other operational efficiencies.
- **Public University in a Major Metropolitan City – Cost Diagnostic.** [REDACTED] operational effectiveness and efficiency opportunities for [REDACTED]
- **U.S. Federal Agency – Transformation.** Led a [REDACTED]
- **Big Ten Research University – Transformation.** Guided [REDACTED]
- **Large Metropolitan Region – ARPA Distributions.** Advised a [REDACTED]

Education

| Institution | Degree | Year |
|-------------------------|-----------------------|------|
| Harvard Kennedy School | M.A., Public Policy | 2014 |
| Harvard Business School | M.B.A. | 2014 |
| Georgetown University | B.S., Foreign Service | 2007 |

Work history

| Employer | Role | Years |
|-----------------------|--------------------------------------|----------------------------|
| McKinsey & Company | Partner | 2014-present; 2008-2010 |
| Brookings Institution | Project Manager, Economic Studies | 2010-2011 |
| The White House | Associate, National Economic Council | 2010-2010 |

David Bibo

Program Manager

- **Proven disaster recovery leader** serving public and private sector clients on crisis, risk, resilience, and operations
- **20+ years of emergency and disaster experience at the federal, state, and city level** devising policy and programs, counseling leaders, building teams, leading operations that deliver results, and communicating with the public through national media in crises
- Former [REDACTED] Director then Senior Director overseeing disaster preparedness, response, recovery, and mitigation policy
- Former Head of [REDACTED] Response and Recovery, including leadership and oversight of **response, disaster recovery, logistics, and claims and appeals in federal disasters**
- Led [REDACTED] nationwide disaster recovery operations and programs through COVID-19 and record-breaking hurricane seasons, overseeing billions of dollars and 10,000+ personnel
- **Led executive integration between [REDACTED] and [REDACTED] on [REDACTED]**
- [REDACTED]
- Former **Performance Improvement Officer and Head of Policy, Audit, Strategic Planning** at [REDACTED], including development of policies, procedures, and SOPs, disaster recovery fraud mitigation and remediation, and program performance monitoring and evaluation
- Fellow in [REDACTED] supporting emergency preparedness capability building
- M.P.P, Harvard University; B.A., Criminal Justice and Political Science, Stonehill College



David Bibo is a seasoned public safety and emergency management leader with over 20 years of experience spanning federal, state, and local levels. Currently an Associate Partner at McKinsey & Company, he brings deep expertise in disaster response, resilience, and crisis management. At [REDACTED], he served as Acting Associate Administrator for Response and Recovery during the COVID-19 pandemic and a record-breaking hurricane season, leading nationwide operations, managing a historic supply chain mission, and coordinating interagency efforts that delivered billions in aid and millions of vaccinations. His career includes senior roles at the [REDACTED], [REDACTED], and the [REDACTED], where he built programs to strengthen community resilience and public safety systems. David advises public and private sector clients on managing risk, strengthening supply chains, and navigating crises to emerge stronger.

Relevant experience

- [REDACTED] – disaster recovery governance and operations (2024-2025).
[REDACTED]
- [REDACTED] – disaster recovery operations (2024-2025).
and operations for [REDACTED] to unlock opportunities
[REDACTED] Devised portfolio

low- and no-investment actions to remove ~\$60M annually in cost and cut delivery timelines by 1/3, enabling rapid delivery of funding to remove debris and rebuild infrastructure.

- **– disaster response operations efficiency (2024-2025).** [REDACTED]

- **– disaster recovery operations (2024).** customer-facing operations in [REDACTED]

Education

| Institution | Degree | Year |
|--------------------|---|------|
| Harvard University | M.P.P, International Security | 2008 |
| Stonehill College | B.A., Criminal Justice, Political Science | 2002 |

Work history

| Employer | Role | Years |
|---|--|----------------|
| McKinsey & Company | Associate Partner | 2022 - present |
| [REDACTED] | Deputy Associate Administrator for Response and Recovery | 2021-2022 |
| [REDACTED] | Associate Administrator for Response and Recovery (Acting) | 2020-2021 |
| [REDACTED] | Chief of Staff (Acting) | 2017 |
| [REDACTED] | Director for Preparedness & Sr. Director for Preparedness Policy | 2011-2013 |
| [REDACTED], Office of the Administrator | Counselor to the Deputy Administrator | 2009-2011 |
| [REDACTED] | Special Advisor | 2008-2009 |
| [REDACTED] | Fellow | 2007 |
| [REDACTED] | Assistant Director | 2004-2006 |
| [REDACTED] | EMS | 2002-2004 |
| [REDACTED] | Emergency Medical Technician | 1999-2003 |

Linda Liu

Lead SME, Development of policies, procedures, & SOPs

Key expertise and experience

- 12+ years of experience in strategy & implementation advisory work for disaster response and recovery
- Expertise in large-scale operational and organizational transformations, crisis response and preparedness for state and local governments as well as private sector financial services, advanced industries, and consumer companies
- Core member of McKinsey's Public Sector, Social Sector, Risk & Resilience practices and a leader of the Social Impact Committee



Linda is a Partner in McKinsey's New York Office with 15+ years of experience at the intersection of strategy, policy & operations across the public, private, and nonprofit sectors. She is a proven leader recognized for deep expertise in economic development, local government, and disaster resilience with experience across program design, finance, operations, and program management. She has helped state governments, Fortune 100 companies, and federal agencies navigate complex challenges and drive transformational impact.

Relevant Experience

- [REDACTED] ([REDACTED], [REDACTED]) – COVID-19 Situation Room. [REDACTED]
[REDACTED] crisis response when it was the global epicenter. Established real-time [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- [REDACTED] – COVID-19 Public Health Emergency Response, including Contact Tracing, School Situation Room, Vaccine Roll-out. Supported [REDACTED] in standing [REDACTED]
and rolling out a citywide vaccination effort. Partnered with [REDACTED], [REDACTED], and other [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- Large Multi-national Corporations incl. Fortune 100s – Select examples of Operational Resilience and Crisis Management support. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

- [REDACTED] / [REDACTED] – **Regional Tech Hub Application for Federal Funding Opportunities.** Led the successful designation of the Buffalo-Rochester-[REDACTED], securing [REDACTED]
[REDACTED]
[REDACTED]
governance. Provided program management and coordination across the [REDACTED],
[REDACTED]
- [REDACTED] – **Climate Analytics for Cap-and-Invest Program.** Supported [REDACTED] in [REDACTED]
[REDACTED]
[REDACTED]
coordinated with external modeling consultants. This work informed the [REDACTED]
[REDACTED]
- **Large U.S. State – Economic Development Plan.** [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Education

| Institution | Degree | Year |
|--------------------|-----------------|------|
| Yale Law School | J.D. | 2013 |
| Harvard University | B.A., Economics | 2007 |

Work History

| Employer | Role | Years |
|-----------------------------|------------------|--------------|
| McKinsey & Company | Partner | 2014-present |
| Cravath, Swaine & Moore LLP | Summer Associate | 2011,2012 |
| Sullivan & Cromwell LLP | Summer Associate | 2012 |
| TechnoServe | Consultant | 2009-2010 |
| McKinsey & Company | Business Analyst | 2007-2009 |

Lead SME, Financial compliance, oversight, and fraud prevention

Key expertise and experience

- 12+ years of experience in strategy & implementation advisory work for disaster response and recovery
- Expertise in large-scale operational and organizational transformations, crisis response and preparedness for state and local governments as well as private sector financial services, advanced industries, and consumer companies
- Core member of McKinsey's Public Sector, Social Sector, Risk & Resilience practices and a leader of the Social Impact Committee



Eric is an accomplished finance and analytics leader and partner in McKinsey's Washington DC office with 35+ years of experience in public finance, compliance, and operational transformation across government, nonprofit, and private-sector organizations. He is recognized for his expertise in fraud prevention, revenue protection, collections optimization, and improving customer experience, with a track record of leading state efforts to combat unemployment insurance fraud, strengthen forensic auditing, and enhance program integrity at federal and state levels. He is a published thought leader on government fraud prevention and ethical analytics, with a reputation for combining financial acumen, data-driven strategy, and operational excellence to deliver measurable impact and improve trust in public systems.

Relevant Experience

[REDACTED]

[REDACTED]

[REDACTED]

- program integrity across the [REDACTED]
- **U.S. State – Forensic Accounting/Auditing Program.** [REDACTED]

[REDACTED]

[REDACTED]

Education

| Institution | Degree | Year |
|--|--------|------|
| University of Pennsylvania, Wharton School | M.B.A. | 1989 |
| Yale University | B.A | 1985 |

Work History

| Employer | Role | Years |
|-----------------------------------|---|--------------|
| McKinsey & Company | Partner | 2016-present |
| Merchant Customer Exchange | CFO | 2014-2016 |
| Internal Revenue Service | Program Director, Compliance Analytics | 2011-2014 |
| Share One Strength | CFO | 2008-2011 |
| Capital One Financial Corporation | CFO, Global Financial Services Division | 2006-2008 |
| Capital One Financial Corporation | CFO, Strategic Finance and Treasury | 2002-2006 |

Sid Kamath

Lead SME, Claims, Appeals, and Case Reviews

Key expertise and experience

- Core member of McKinsey's AI and Digital & Analytics Practice
- Directly relevant and extensive experience supporting public and private sector financial services on **deploying AI-enabled claims and case reviews operations**
- Expertise across all phases of operations transformations, from diagnostic to implementation



Sid is a Partner in McKinsey's London office and leads the firm's AI work in insurance, working primarily with QuantumBlack. He supports public and private sector financial service institutions to scale and capture value from technology as they undergo transformations enabled by data and analytics. He serves organizations across sectors, including property and casualty insurers, life insurers, tax authorities, pensions, and welfare authorities. He is passionate about helping organizations rewire their operations end-to-end, build and integrate AI models, re-engineer processes, create new technology stacks, and optimize customer journeys.

Relevant Experience

- **Led service to [REDACTED] on an end-to-end transformation [REDACTED]**
[REDACTED]
- **[REDACTED]**
[REDACTED]
- **Led analytics transformation of [REDACTED]**
[REDACTED]
- **Designed and deployed an advanced analytics program for [REDACTED]**
[REDACTED]
- **Led full revamp of [REDACTED]**
[REDACTED]
- **Delivered a first-of-a-kind digital twin and simulator of the payment rails for [REDACTED]**
[REDACTED]
- **[REDACTED]**
[REDACTED]
- **Scaled AI and analytics capabilities for [REDACTED]**
[REDACTED]

Education

| Institution | Degree | Year |
|--|------------------|------|
| MIT Sloan School of Business | M.B.A. | 2015 |
| London School of Economics and Political Science | B.Sc., Economics | 2007 |

Work History

| Employer | Role | Years |
|--|---|--------------|
| McKinsey & Company | Partner | 2018-present |
| Ethiopian Agricultural Transformation Agency | Manager – Analytics Group Advisor to the CEO | 2011-2013 |
| McKinsey & Company | Business Analyst | 2008-2011 |

Mihir Mysore

Lead SME, Needs Assessments, Market Analysis, and Geospatial Support

Key expertise and experience

- Leader of our work in public sector sustainability and of our work on climate resilience more broadly.
- He has worked with a number of clients in both the public and private sector on risk and safety topics, and ensuring effective, efficient guidelines for improved safety and risk
- He sponsors and convenes the Global Crisis and Resilience Forum in partnership with the Harvard Kennedy School
- In addition to his focus on climate, Mihir leads McKinsey's service to a number of agencies in across public health, technology services and social services



Mihir Mysore is a McKinsey Partner and a leader of our work in public sector sustainability and climate resilience. As leader within resilience topics more broadly, he has worked with a number of clients in both the private and public sector around risk and safety policies, and ensuring effective, efficient guidelines that drive improved safety and risk without bureaucracy. He sponsors and convenes the Global Crisis and Resilience Forum in partnership with the Harvard Kennedy School. In addition to his focus on climate, Mihir leads McKinsey's service to a number of agencies in across public health, technology services and social services.

Relevant experience

- **U.S. State Institution – Hurricane Response and Recovery.** [REDACTED]
- **Major U.S. City – Hurricane Recovery.** [REDACTED]
- **U.S. utility company – Risk transformation, including business continuity policy** [REDACTED]
- **Public health department – Resilient organizational infrastructure.** [REDACTED]
- **Large state in SE United States – Post-hurricane Recovery Program.** [REDACTED]
- **Response and Recovery from a [REDACTED] hurricane for a country in Africa, working alongside [REDACTED].** Our support focused on [REDACTED]

Education

| Institution | Degree | Year |
|--|---|-------------|
| Stanford University | MS, Management Science | 2007 |
| Indian Institute of Technology, Madras (India) | M.Tech. (Masters), Energy Engineering | 2005 |
| Indian Institute of Technology, Madras (India) | B.Tech. (Undergraduate), Mechanical Engineering | 2005 |

Work history

| Employer | Role | Years |
|--------------------|-------------|--------------|
| McKinsey & Company | Partner | 2007-present |

Anthony Shorris

Lead SME, Program Performance Monitoring and Evaluation

Key expertise and experience

- Former Deputy Mayor of [REDACTED] with extensive experience in public sector crisis response including leading [REDACTED] response to and recovery from terrorism, Ebola, storms, and housing programs (including CDBG-DR-funded programs) after Superstorm Sandy
- 40+ years experience in public sector operations including budget management, infrastructure, economic development, and crisis response and recovery
- Core member of McKinsey's crisis response and resilience practice
- Previously served as Executive Director of the [REDACTED]
[REDACTED], Director of the [REDACTED]
[REDACTED]



Anthony Shorris is a Partner in McKinsey's New York office and a member of the Travel, Logistics, and Infrastructure Practice. He has expertise in organizational strategy and leadership within complex urban organizations. His work focuses on delivering impact in areas such as customer experience (CX) strategy and goal setting, initiative development and implementation, and reporting and data analysis.

Relevant Experience

- **Customer Experience Strategy Development:** [REDACTED] experience strategy for a [REDACTED], leveraging customer-[REDACTED]
- **Insurance Cost Reduction:** Delivered tools and recommendations to the [REDACTED] to [REDACTED]
[REDACTED]
- **Capital Cost Benchmarking:** Identified 10 cost-containment initiatives for the [REDACTED],
[REDACTED]
- **AI Policy Development:** Supported [REDACTED], creating
[REDACTED]
[REDACTED]
- **Strategic Dashboard Implementation:** Developed a dashboard for [REDACTED] to track and
[REDACTED]
[REDACTED]
- **Economic Recovery Strategy:** Conducted economic analyses for the [REDACTED] Panel, identifying 40+ initiatives to support [REDACTED]
[REDACTED]

Education

| Institution | Degree | Year |
|----------------------|-------------------------|------|
| Princeton University | M.P.A., Domestic Policy | 1979 |
| Harvard University | A.B., Government | 1977 |

Work history

| Employer | Role | Years |
|---|---|-------------------------------------|
| McKinsey & Company | Partner | 2018-present |
| Princeton University | Weinberg Visiting Professor | 2018-present |
| City of New York | First Deputy Mayor Commissioner of Finance Director, Management Analysis, Department of General Services | 2014-2018 1988-1989 1979-1982 |
| NYU Langone Medical Center | Senior Vice President, Vice Dean, Chief of Staff | 2010-2013 |
| NYU Robert F. Wagner Graduate School of Public Service | Professor, Director, Rudin Center for Transportation Policy | 2008-2010 1991-1995 |
| PANYNJ | Executive Director First Deputy Executive Director | 2007-2008 |
| Woodrow Wilson School of Public and International Affairs | Professor, Director, Policy Research Institute for the Region | 2003-2006 |
| NYC Department of Education | Deputy Chancellor, Operations and Policy | 2001-2003 |
| Healthfirst | Executive Vice President, Chief Operating Officer | 1995-2001 |
| HR&A | Partner | 1990-1991 |
| NYC Mayor's Office of Management and Budget | Deputy Director Assistant Director | 1984-1988 1982-1984 |

Andrew Wei

Illustrative Engagement Manager

Key expertise and experience

- **6+ years of experience** serving public and social sector clients on topics including crisis response and recovery, program design, climate change mitigation, and nature conservation
- Fellow at the [REDACTED] supporting policy implementation relating to the Federal Sustainability Plan
- Relevant Tasks: 1, 7



Andrew Wei is an Engagement Manager at McKinsey who has served numerous state and local government clients on **crisis response and recovery**, including government responses to the COVID-19 pandemic and natural disasters. He has also served public and social sector clients on **program design, geospatial analysis, and grant and funding strategies**. Andrew previously served as a Fellow at the [REDACTED], where he helped implement federal sustainability policy

Katie Solomon

Illustrative Engagement Manager

Key expertise and experience

- **4+ years of experience** serving public and social sector clients on topics including crisis response and recovery, strategy and service operations, and market analysis
- North Carolina OSBM – disaster recovery governance and ops
- Relevant Tasks: 1, 7, 8



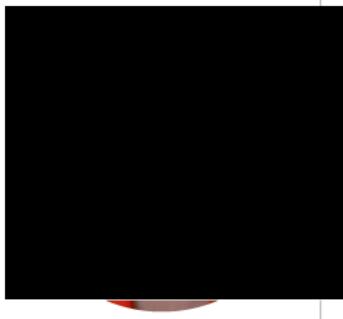
Katie Solomon is an Engagement Manager in McKinsey's Public & Social Sector Practices and an experienced strategy and operations leader who has delivered impact across state, federal, and private sector clients. She brings **deep expertise in strategy, service operations, and disaster recovery**, having supported North Carolina OSBM on disaster recovery governance and operations post-Helene (2024–2025) and advised [REDACTED]

Catie Rudzinskas

Illustrative Engagement Manager

Key expertise and experience

- **7+ years of experience** serving public and social sector clients on topics including government performance and efficiency, economic development and mobility, and crisis response and recovery
- Experience serving state and local government clients on **policy and procedure development, needs assessment, and program performance monitoring and evaluation**
- Relevant Tasks: 1, 7, 8



Catie Rudzinskas is an Engagement Manager in McKinsey's Public & Social Sector Practices and an experienced strategy and transformation leader with deep expertise in performance management. She has served state and local governments as well as philanthropies and nonprofit organizations on cross-sector strategic planning, implementation effectiveness, and crisis response, including McKinsey's **support to NC OSBM in the immediate aftermath of Hurricane Florence** (2018).

Jonah Driggers

Illustrative Engagement Manager

Key expertise and experience

- **6+ years of experience** serving public and private sector clients on topics including service operations, supply chain and procurement, and crisis response and recovery
- Previous experience in **flood and disaster preparedness and recovery** for local and national governments
- Former Chief of Staff to McKinsey's **Global Resilience and Response Function**
- Relevant Tasks: 1, 7, 8



Jonah Driggers is an Engagement Manager in McKinsey's Public & Social Sector Practices and supports federal, state, and private sector clients in transforming their operations and supply chains and preparing for, responding to, and recovering from crises. He has served federal and state government clients on **policy and procedure development, needs assessment, and program performance monitoring and evaluation**, including leading McKinsey's **support to NC OSBM in the immediate aftermath of Hurricane Helene** (2024).

Olivia Bettis

Illustrative Team Member

Key expertise and experience

- Directly relevant experience conducting **disaster damage & needs assessments, and recovery funding benchmarking**
- Experience establishing **State Disaster Recovery Offices**, defining scope, governance, and performance management workflows
- Relevant Tasks: 1, 7, 8



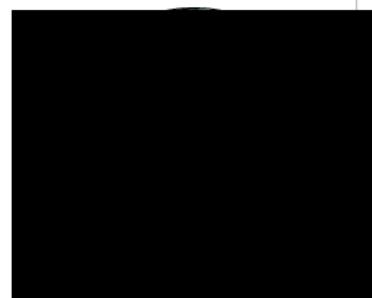
Olivia Bettis is a Senior Business Analyst with experience supporting disaster recovery, resilience planning, and optimizing recovery efforts for public sector clients. Olivia has supported disaster damage and needs assessments to inform potential CDBG-DR implementation, benchmarked recovery damage and funding, and developed performance metrics to track recovery progress. She holds a Bachelor's degree in Business from the University of North Carolina, where she cultivated a strong foundation in analytical problem-solving and strategic thinking.

Rachel Tanio

Illustrative Team Member

Key expertise and experience

- Works in McKinsey's public sector & healthcare practices and serves clients on **strategy, operational transformation, and disaster recovery**
- Supported North Carolina OSM disaster recovery governance and ops
- Relevant Tasks: 1, 2, 7, 8



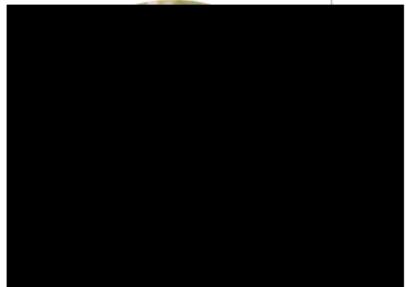
Rachel Tanio is a Senior Business Analyst in McKinsey's Social & Public Sector Practices. She has directly relevant experience serving clients on strategy, operational, and disaster recovery topics including previous experience supporting North Carolina's OSBM Disaster Recovery governance and operations response post-Helene. She has supported several state and regional institutions including agencies and health insurers on strategic planning, market analysis, and operational excellence.

Clay Oxford

Illustrative Team Member

Key expertise and experience

- Directly relevant experience working with and alongside multiple levels of government in a variety of operational contexts (national security, healthcare, workforce development, disaster recovery, etc.)
- Supported North Carolina OSM disaster recovery governance and ops
- Relevant Tasks: 1, 2, 7, 8



Clay Oxford is an analyst in McKinsey's Social Sector, Healthcare, and Public Entities practice serving a range of mission-driven clients on **strategic planning, organizational design, and operational implementation**. His work has spanned not-for-profit **healthcare systems, federal and state government agencies**, and the private sector. Previously, Clay worked as a civilian at the [REDACTED] under multiple administrations and with the North Carolina Business Committee for Education, a public-private partnership housed in the Office of the Governor focused on workforce development.

Luke Cullifer

Illustrative Team Member

Key expertise and experience

- Directly relevant experience in **state government operations and program delivery**, having served multiple southern states across strategy, governance, and operations functions
- North Carolina OSM disaster recovery governance and ops
- Relevant Tasks: 1, 7, 8



Luke Cullifer is an Associate in McKinsey's public sector practice with **directly relevant experience in crisis response programming and constituent service delivery for state government clients**. Luke is also a proud native of western North Carolina who has been volunteering and supporting recovery efforts in his home community of Ashe County since Hurricane Helene's landfall.

MyKayla Geary

Illustrative Team Member

Key expertise and experience

- **3+ years of experience** serving public and private sector clients on topics including **operations excellence** and **crisis resilience**
- Directly relevant experience in **state government claims assessment, case reviews, and fraud prevention**
- Directly relevant experience in state and local government crisis response and resilience operations including **damage and needs assessments**
- Former Program Analyst with the [REDACTED]
- Relevant Tasks: 1, 2, 5, 7



MyKayla Geary is a Senior Business Analyst in McKinsey's Public & Social Sector Practices and supports state, local, and private sector clients in transforming their operations and supply chains, and infrastructure in preparing for, responding to, and recovering from crises. She has served state and local governments and Fortune-100 companies on **claims assessments and fraud prevention and detection, operations excellence, and energy infrastructure resilience**. Prior to McKinsey, MyKayla supported a federal agency and local government needs assessments and crisis response post-Hurricane Harvey (2017)

9.0 Examples (Attachment H)











Appendix A: Required Attachments

10.0 Attachment A – Task Order Categories / Pricing

In both the public and private sectors, McKinsey works on a firm-fixed-price (FFP) basis. Our delivery and staffing approach reflects the specific mix of skills, roles, and experience required for engagements and are inclusive of full-time project staff; leadership and experts; and research and administrative support. This integrated set of resources is designed to provide The State of North Carolina with technical expertise and offer executive-level advice, in-depth private and public sector expertise, quantitative and qualitative analysis, and capability-building for North Carolina personnel. We calculate our fixed price using hourly rates for each labor category that comprises the proposed team for each specific project, multiplied by the estimated number of hours. Within that agreed price, we commit to deliver the agreed services and deliverables—adding resources, if necessary, at no additional cost—to ensure delivery of the work.

Our approach to pricing reflects our commitment to bring the best of our firm to each engagement, and to provide a flexible, integrated approach to supporting clients on important and complex issues. Our dedicated engagement team may draw upon this extensive expertise throughout the engagement. The FFP program lends itself to our policy of leveraging the full set of capabilities of our firm—rather than the capabilities of select individuals—in each of our efforts. It ensures that our clients receive the high-quality support they need, and that we bear the risk of delivering the promised results at the quoted price.

10.1 Team-based client service model

We primarily work in teams to provide the most effective and efficient services possible to our clients and ensure that we bring the full set of capabilities of our firm—not just the capabilities of select individuals—to our engagements. When engaging our services, our client not only receives the dedicated support of a full-time team, but also accesses, inclusive in our total price:

Ongoing and intensive leadership and direction from our partners, who are our senior-most leaders and regular advisors to government executives and CEOs. This core set of leaders on an engagement is responsible for the successful delivery of services. Our partners work directly with the full-time team through problem-solving sessions, document reviews, and impromptu check-ins

- Expert advice on any industry, functional topic, or sector (public, private, social) from additional partners and several thousand knowledge professionals within the firm
- Proprietary McKinsey knowledge from a repository of thousands of documents based on years of our firm's investment in new knowledge and solutions
- A highly trained research team with hubs around the globe, enabling us to perform research around the clock.

- A team of communications, graphics, and IT specialists who support engagements across industries, functions, and sectors.

It is through this combination of team expertise and access to McKinsey's worldwide network of professionals that we deliver the maximum value to all our clients.

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) | | | |
| Business Analyst | \$439 | [REDACTED] | [REDACTED] |
| Associate | \$637 | [REDACTED] | [REDACTED] |
| Engagement Manager | \$1,058 | [REDACTED] | [REDACTED] |
| Leadership | \$1,301 | [REDACTED] | [REDACTED] |
| Functional Support (blended rate for functions) | \$227 | [REDACTED] | [REDACTED] |
| | | | |
| TASK 2 – Financial Compliance, Oversight, and Fraud Prevention | | | |
| Business Analyst | \$439 | [REDACTED] | [REDACTED] |
| Associate | \$637 | [REDACTED] | [REDACTED] |
| Engagement Manager | \$1,058 | [REDACTED] | [REDACTED] |
| Leadership | \$1,301 | [REDACTED] | [REDACTED] |
| Functional Support (blended rate for functions) | \$227 | [REDACTED] | [REDACTED] |
| | | | |
| TASK 5 – Claims, Appeals, and Case Reviews | | | |
| Business Analyst | \$439 | [REDACTED] | [REDACTED] |
| Associate | \$637 | [REDACTED] | [REDACTED] |
| Engagement Manager | \$1,058 | [REDACTED] | [REDACTED] |
| Leadership | \$1,301 | [REDACTED] | [REDACTED] |
| Functional Support (blended rate for functions) | \$227 | [REDACTED] | [REDACTED] |
| | | | |

| TASK ORDER CATEGORY | YEAR 1 HOURLY RATE | YEAR 2 HOURLY RATE | YEAR 3 HOURLY RATE |
|--|-----------------------|-----------------------|-----------------------|
| TASK 7 – Needs Assessments, Market Analysis, and Geospatial Support | | | |
| Business Analyst | \$439 | [REDACTED] | [REDACTED] |
| Associate | \$637 | [REDACTED] | [REDACTED] |
| Engagement Manager | \$1,058 | [REDACTED] | [REDACTED] |
| Leadership | \$1,301 | [REDACTED] | [REDACTED] |
| Functional Support (blended rate for functions) | \$227 | [REDACTED] | [REDACTED] |
| | | | |
| TASK 8 – Program Performance Monitoring and Evaluation | | | |
| Business Analyst | \$439 | [REDACTED] | [REDACTED] |
| Associate | \$637 | [REDACTED] | [REDACTED] |
| Engagement Manager | \$1,058 | [REDACTED] | [REDACTED] |
| Leadership | \$1,301 | [REDACTED] | [REDACTED] |
| Functional Support (blended rate for functions) | \$227 | [REDACTED] | [REDACTED] |
| | | | |

11.0 Attachment B – North Carolina Instructions to Vendors

McKinsey & Company, Inc. Washington, D.C. has read, reviewed, and agrees compliance with this section of the RFP.

12.0 Attachment C – North Carolina General Contract Terms & Conditions

McKinsey & Company, Inc. Washington, D.C. has read and understand the North Carolina General Terms & Conditions, as provided in the RFP.

13.0 Attachment D – Location of Workers Utilized by Vendor

Proposal Number: Doc1677946894

Vendor: McKinsey & Company, Inc. Washington D.C.

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:

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.:

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:

North Carolina, Washington, DC and other McKinsey offices throughout the United States

14.0 Attachment E – Historically Underutilized Businesses (HUB) Information

Proposal Number: Doc1677946894

Vendor: McKinsey & Company, Inc. Washington D.C.

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

15.0 Attachment F – Certification for Contracts, Grants, Loans, and Cooperative Agreements

Proposal Number: Doc1677946894

Vendor: McKinsey & Company, Inc. Washington D.C.

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, McKinsey & Company, Inc. Washington D.C., 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

Todd Wintner, Partner

Name and Title of Vendor's Authorized Official

9/5/2025

Date

Attachment G – Disclosure of Lobbying Activities

Form Not Applicable

DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB
0348-0046

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

PRINT

Form Not Applicable

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

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

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

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

16.0 Execution Page & Addenda

| STATE OF NORTH CAROLINA <i>Division of Community Revitalization (DCR)</i> | |
|---|--|
| 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: McKinsey Company, Inc. Washington D.C. | | |
| STREET ADDRESS: 1200 19th St. NW, Suite 1000 | P.O. BOX: NA | ZIP: NA |
| CITY & STATE & ZIP: Washington, DC 20036 | TELEPHONE NUMBER: 202-662-3100 | TOLL FREE TEL. NO: NA |
| PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE: NA | | |
| PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: Todd Wintner, Partner | FAX NUMBER: NA | |
| | DATE: 9/3/2025 | EMAIL: tony_demidio@mckinsey.com |

Proposal Number: Doc1677946894

Vendor: McKinsey & Company, Inc. Washington D.C.

VALIDITY PERIOD

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

ACCEPTANCE OF PROPOSAL

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

FOR STATE USE ONLY: Offer accepted and Contract awarded this _____ day of _____, 2025, as indicated on the attached certification, by _____ (Authorized Representative of Department of Commerce).



Josh Stein
GOVERNOR
Leslie Tilley
SECRETARY
Stephanie McGaugh
DEPUTY SECRETARY

BID ADDENDUM

August 26, 2025

FAILURE TO RETURN THIS ADDENDUM MAY SUBJECT YOUR BID TO REJECTION

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

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

CHANGE TO SOLICITATION:

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

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

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

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

RESPONSE TO QUESTIONS:

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

| | CITATION | VENDOR QUESTION | DCR RESPONSE |
|---|---|---|---|
| 1 | 5.2.7 – Task 7: Needs Assessments, Market Analysis, and Geospatial Support; 5.2.8 – Task 8: Program Performance Monitoring and Evaluation | May vendors include 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- |

| | | | |
|----|--|---|---|
| | | | 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. |

| | | | |
|----|--|---|--|
| 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 Checklis: 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 Checklis: 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. |

| | | | |
|----|---|---|--|
| 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. |

| | | | |
|----|--|---|---|
| | | 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. |

| | | | |
|----|---|--|---|
| | | 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. |

| | | | |
|----|--|--|---|
| 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. |

| | | | |
|----|---|---|--|
| 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. |

| | | | |
|----|--|---|--|
| | | 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. |

| | | | |
|----|---|---|--|
| 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) |

| | | | |
|-----|---|---|---|
| 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 S ^T C, 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. |

| | | | |
|-----|---|---|---|
| | | 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 |

| | | | |
|-----|--|---|--|
| | | 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 Scouring 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. |

| | | | |
|-----|---|---|---|
| | | only with task orders, not with this response. | |
| 125 | Ariba Sourcing Event, Section 5.1 | Please confirm that the upload required in this section should include a complete, signed, and initialed copy of the Solicitation Document, and our unredacted offer, in a single PDF file. (If not, please clarify the intended content to upload.) | eProcurement Sourcing, Section 5.1 VENDOR OFFER , is where to upload the complete and <u>signed</u> UNREDACTED offer. The <u>entire</u> offer should be one (1) pdf file. eProcurement Sourcing, Section 5.3 VENDOR OFFER (REDACTED) , is where to upload the REDACTED offer. |
| 126 | Ariba Sourcing Event, Section 5.2 | This section requests that bidders upload a completed Attachment A, Pricing, in Excel format. However, Attachment A is provided only in PDF format, not in Excel. Is there an Excel version of Attachment A that DCR will provide? Or are bidders expected to replicate the entire content of Attachment A in Excel before completing it and uploading it? Or is Excel only for the pricing table, and the rest of Attachment A should be completed in PDF format? If the latter, are bidders able to upload more than one file in Section 5.2? | 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. 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). |
| 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. |

| | | | |
|-----|---|--|---|
| 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. |

| | | | |
|-----|---|---|---|
| | | not-to-exceed labor rates for the time and materials portion. | |
| 135 | Section 2.1, Request for Proposal and Task Orders Page 1 | 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. |

| | | | |
|-----|--|---|---|
| 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. |

| | | | |
|-----|---|---|---|
| | | 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 | Would selected vendor(s) for the below tasks assist work in conjunction or in the alternative potentially to vendor(s) selected to perform the Scope of Work envisioned in RFP# DPC-646236801-MT? <ul style="list-style-type: none">• 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. |

| | | | |
|-----|--|---|---|
| | 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 Task 16 – 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. |

| | | | |
|-----|---|--|---|
| 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. |

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

| | | | |
|-----|--|---|--|
| 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, |

| | | | |
|-----|---|--|---|
| | 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 or 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. |

| | | | |
|-----|--|---|--|
| | | | 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 |

| | | | |
|-----|---|---|--|
| | | 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 |

| | | | |
|-----|--|--|---|
| | | 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. |

| | | | |
|-----|---|--|--|
| 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 | 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." Question: Please confirm the two candidates per position is only applicable to key staff and not all staff listed to support the project. | See response to Question #14, #18, #43, and #49. |
| 203 | 4.5 Page 16 | Section Language: HUB Participation. States, "...Vendors that are minority owned or have a strategic plan to support the State's Historically Underutilized Business program by meeting or exceeding the goal of 10% utilization of diverse firms as 1st or 2nd tier subcontractors. Vendor shall complete ATTACHMENT E: HUB SUPPLEMENTAL VENDOR INFORMATION" Question: This section states there is a HUB Certified goal of 10% met by a prime or subcontract certified firm; however, Attachment E appears to only inquire the state of a prime vendors HUB status. Please confirm if non-HUB-certified firms who partner with HUB-certified subcontractors will receive the same evaluation scoring. Or is the evaluation only applicable to prime firms. | See response to Question #3 and #122. |
| 204 | Offeror Checklist 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 |

| | | | |
|-----|---|---|---|
| | | 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: McKinsey & Company, Inc. Washington D.C.

AUTHORIZED SIGNATURE 

NAME and TITLE (Print or Typed): Todd Wintner, Partner

DATE: 9/3/2025

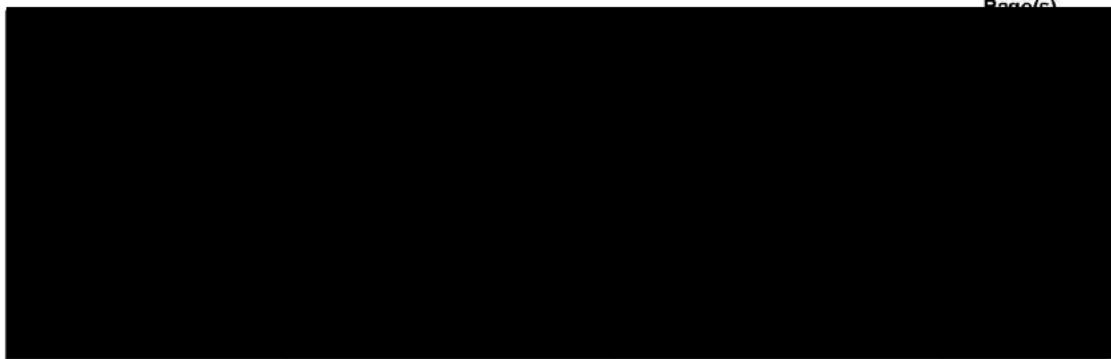
17.0 Financial Statements

Pursuant to section 4.11 of the RFP, the following audited financial statements are provided:

**McKinsey & Company, Inc. Washington D.C.
and Subsidiaries**

Consolidated Financial Statements
December 31, 2023 and 2022

McKinsey & Company, Inc. Washington D.C. and Subsidiaries
Index
December 31, 2023 and 2022



REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

Management
McKinsey & Company, Inc. Washington D.C.

Opinion

We have audited the consolidated financial statements of McKinsey & Company, Inc. Washington D.C. and its subsidiaries (the "Company") which comprise the consolidated balance sheets as of December 31, 2023 and 2022, and the related consolidated statements of income, and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2023 and 2022, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for opinion

We conducted our audits of the consolidated financial statements in accordance with auditing standards generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of management for the financial statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date the financial statements are issued.

Auditor's responsibilities for the audit of the financial statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is

[REDACTED]

not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

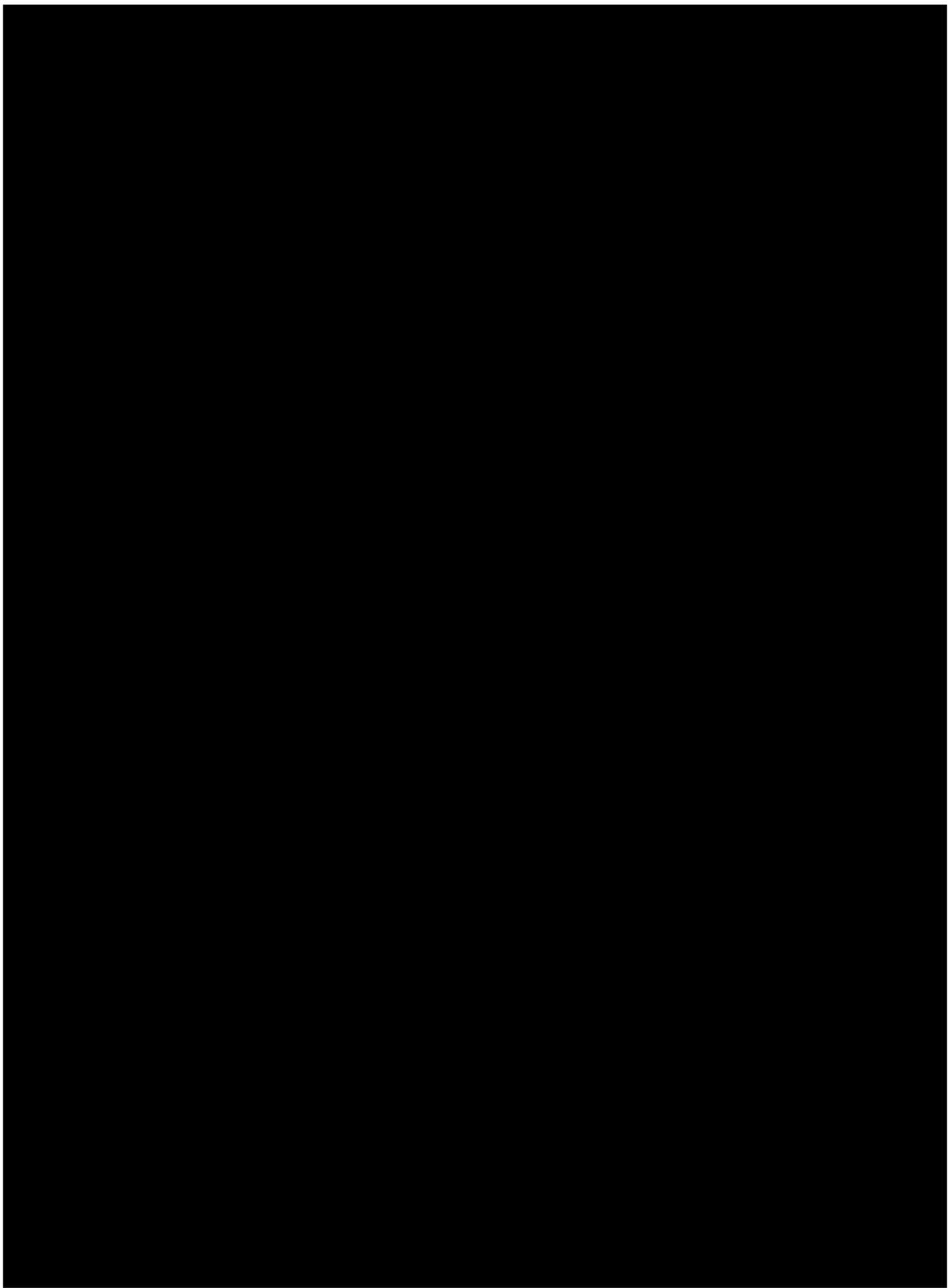
In performing an audit in accordance with US GAAS, we:

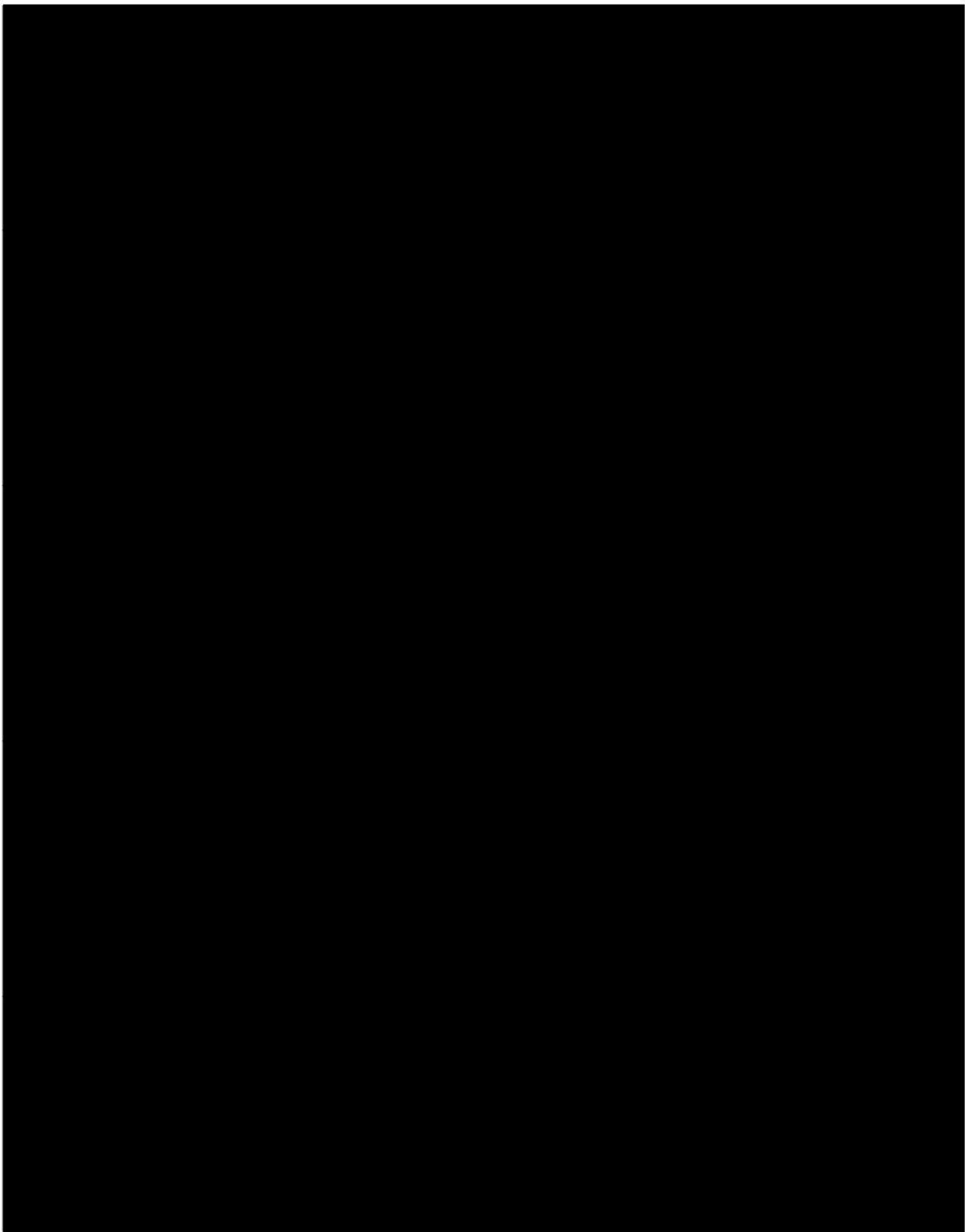
- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

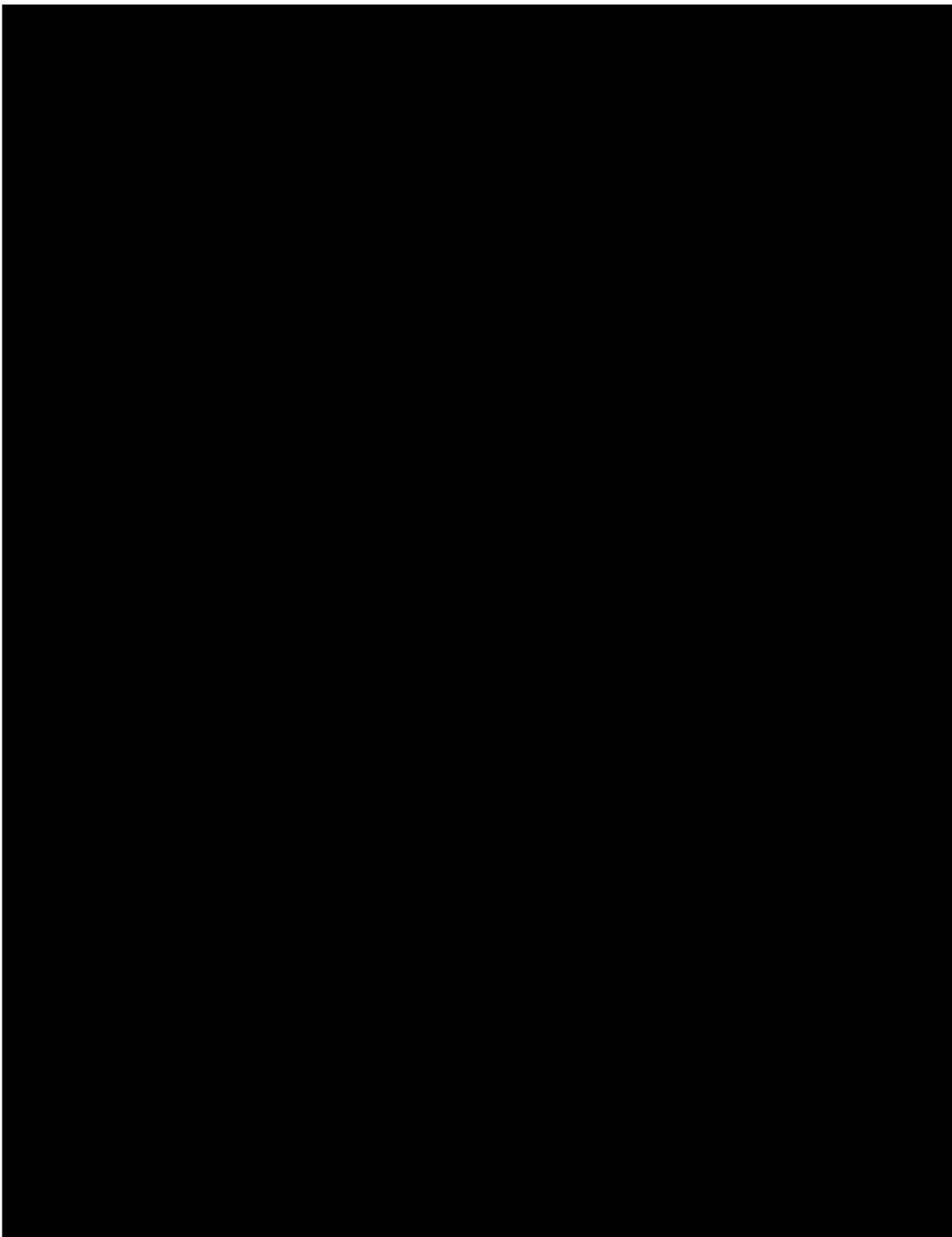
We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

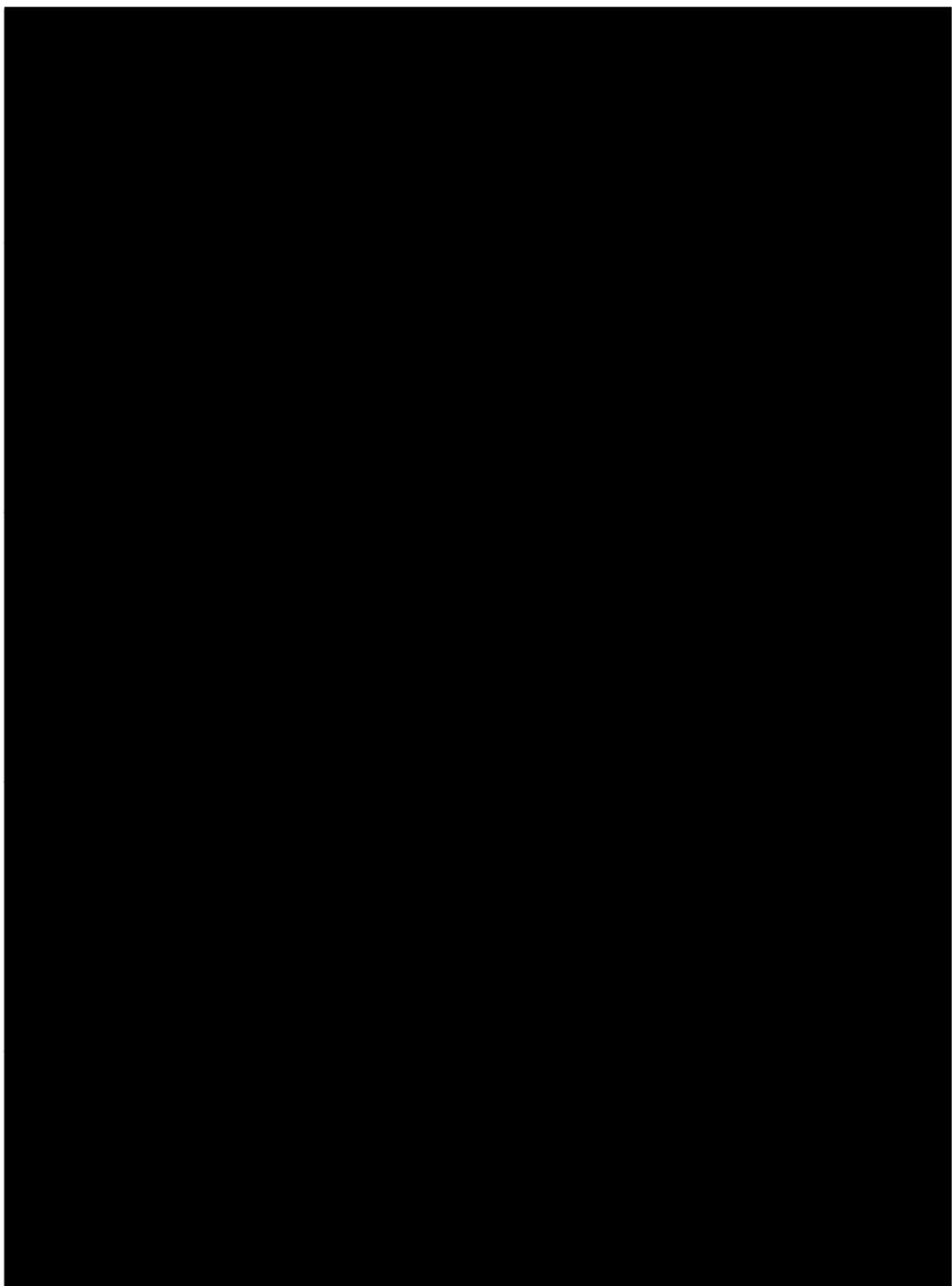
[REDACTED]

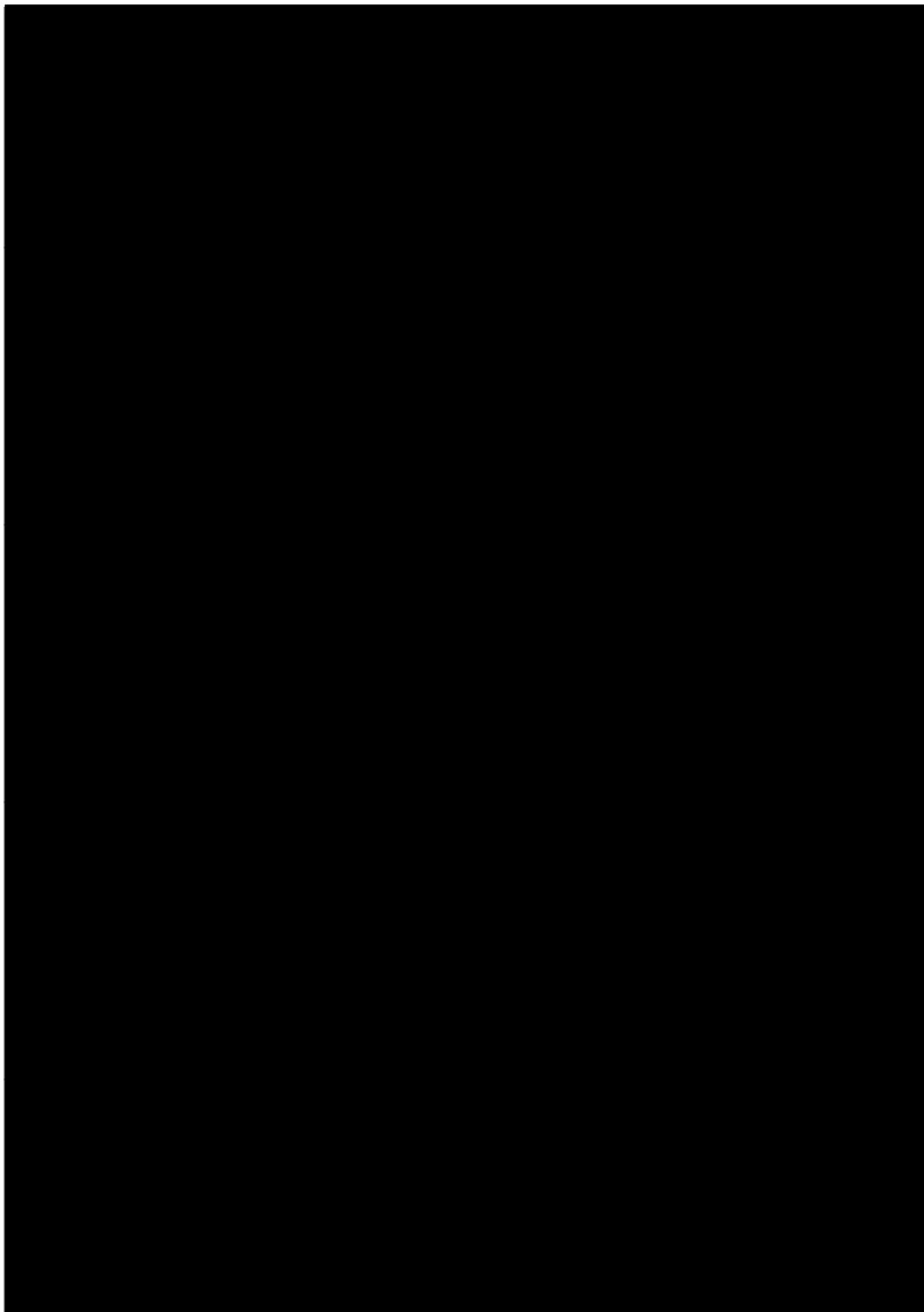
New York, New York
August 6, 2024

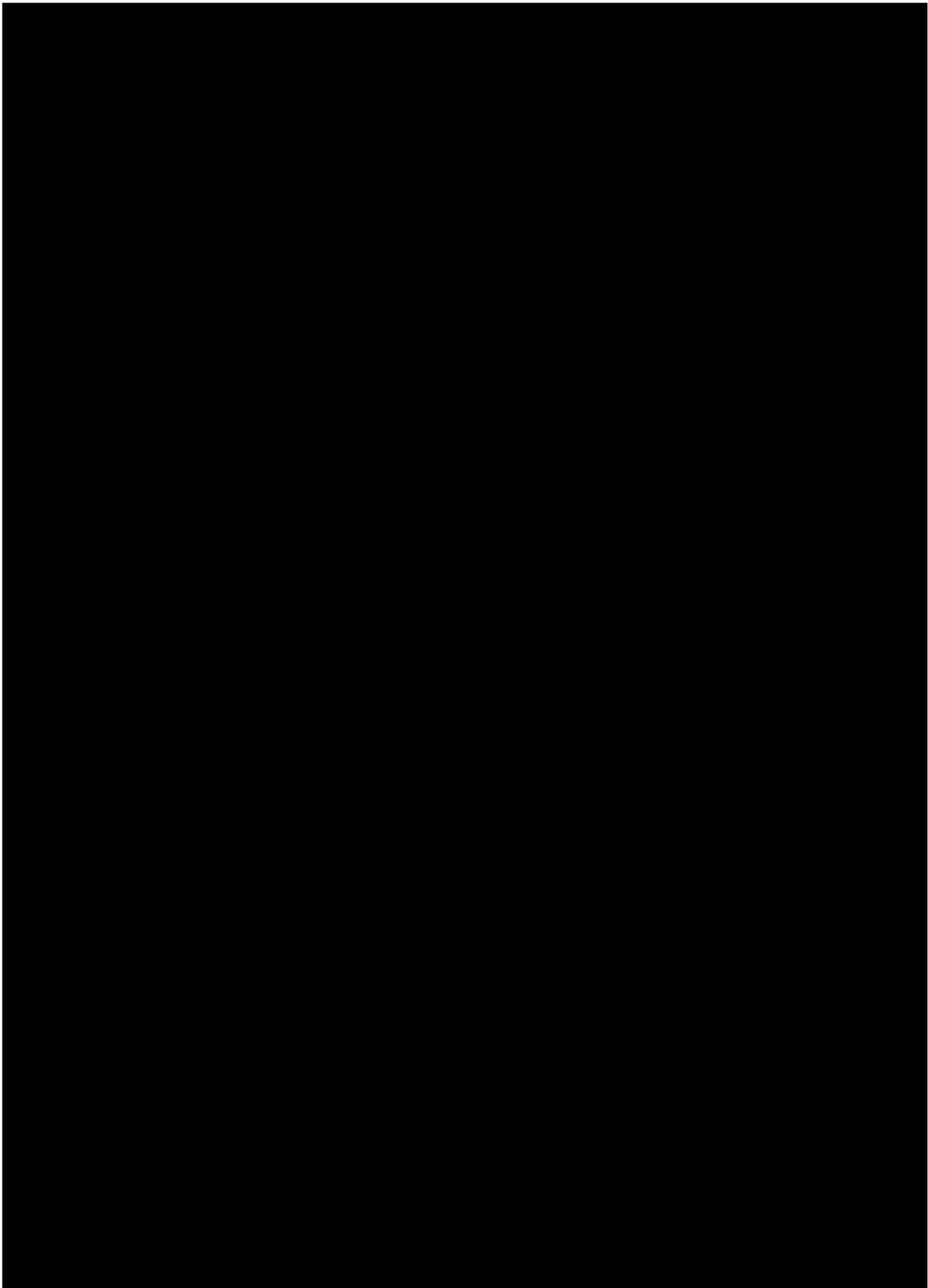


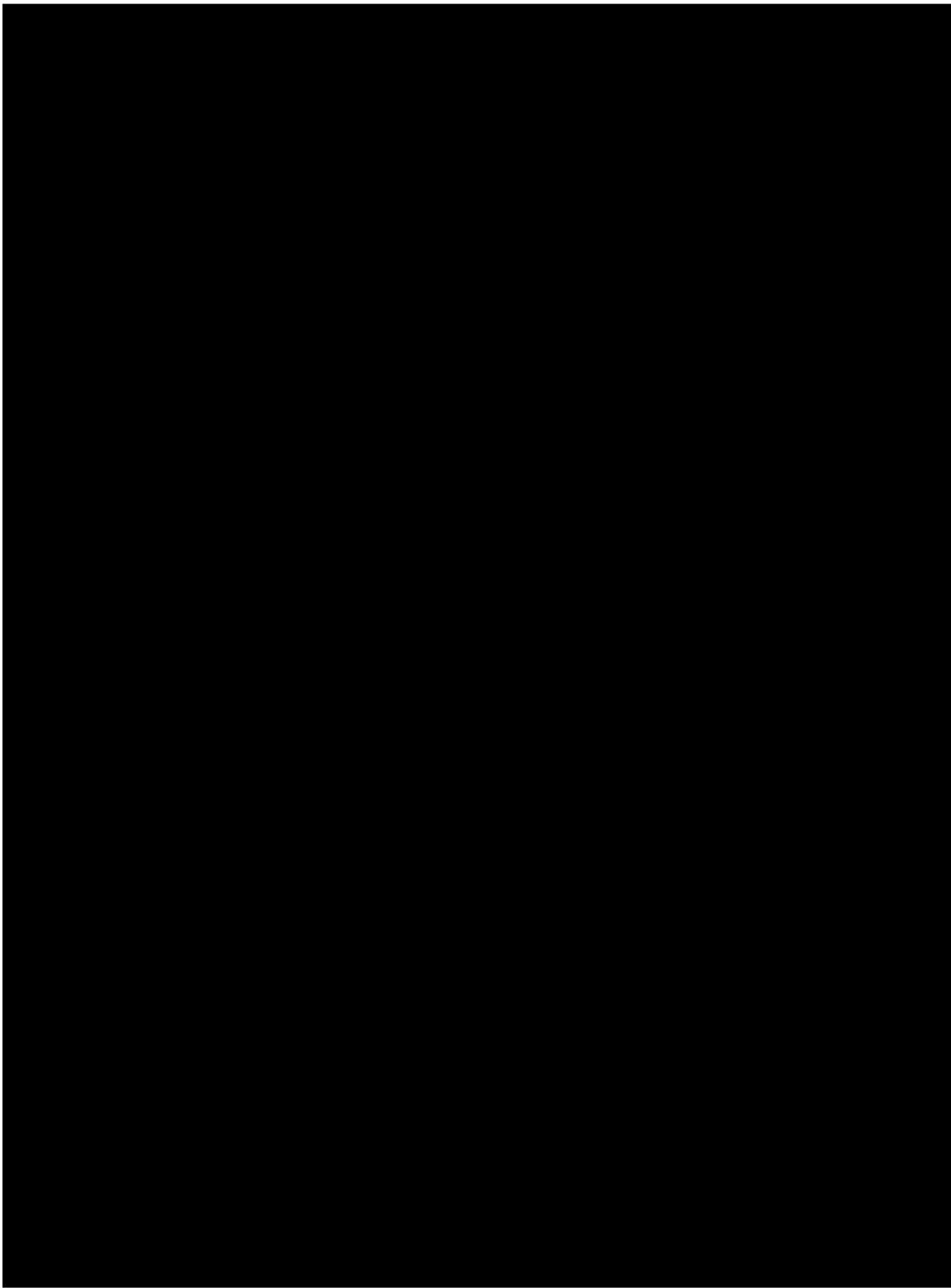


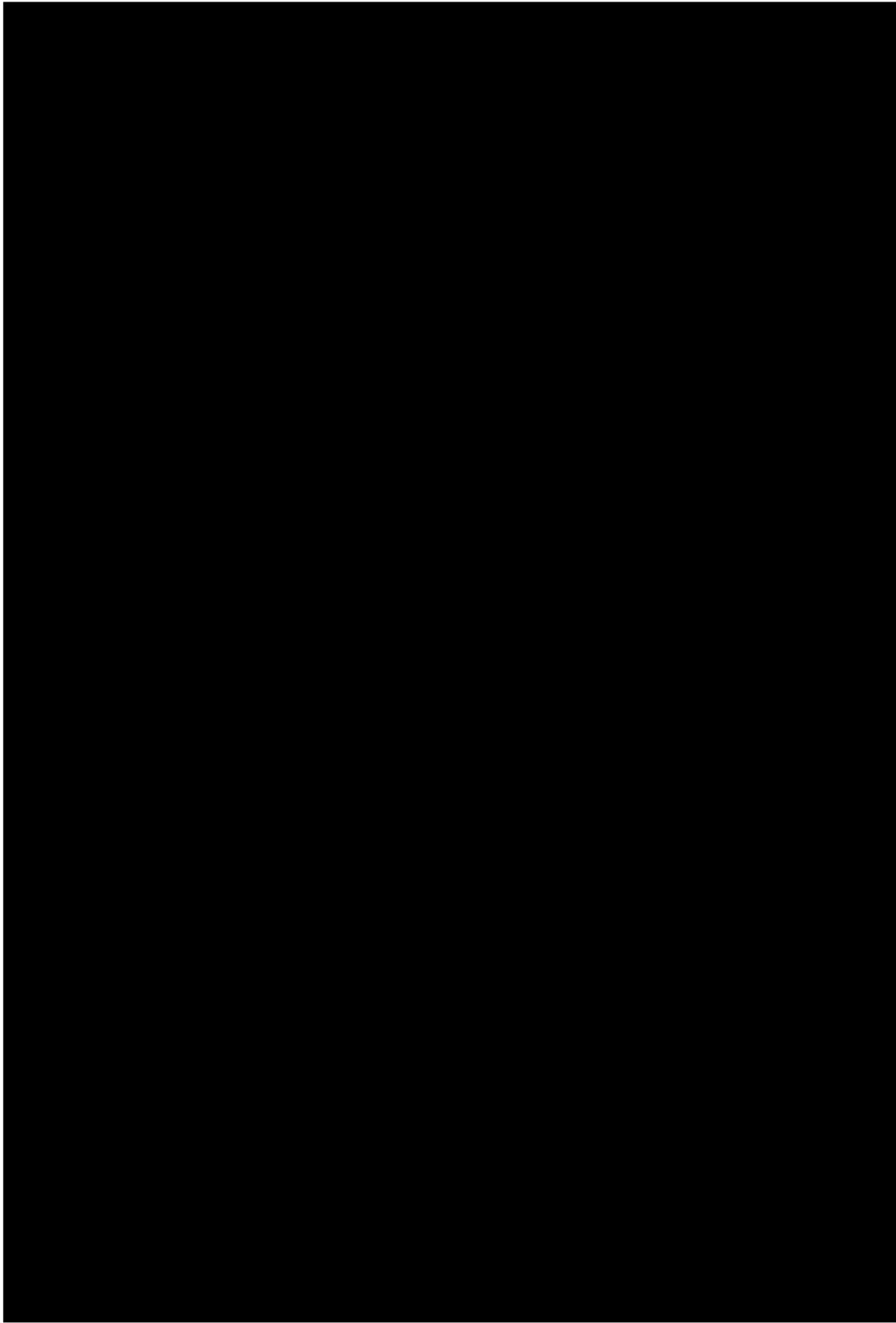


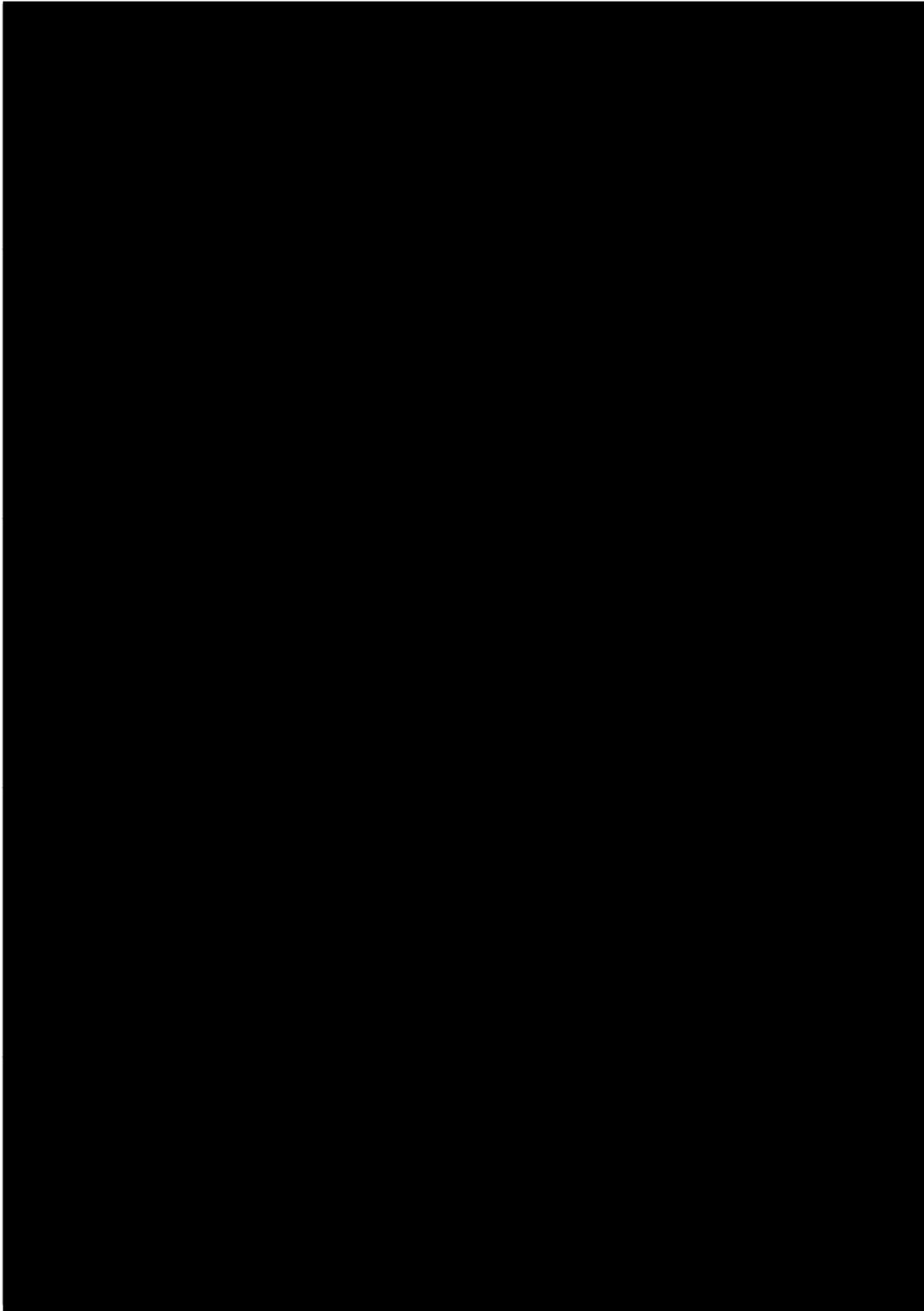


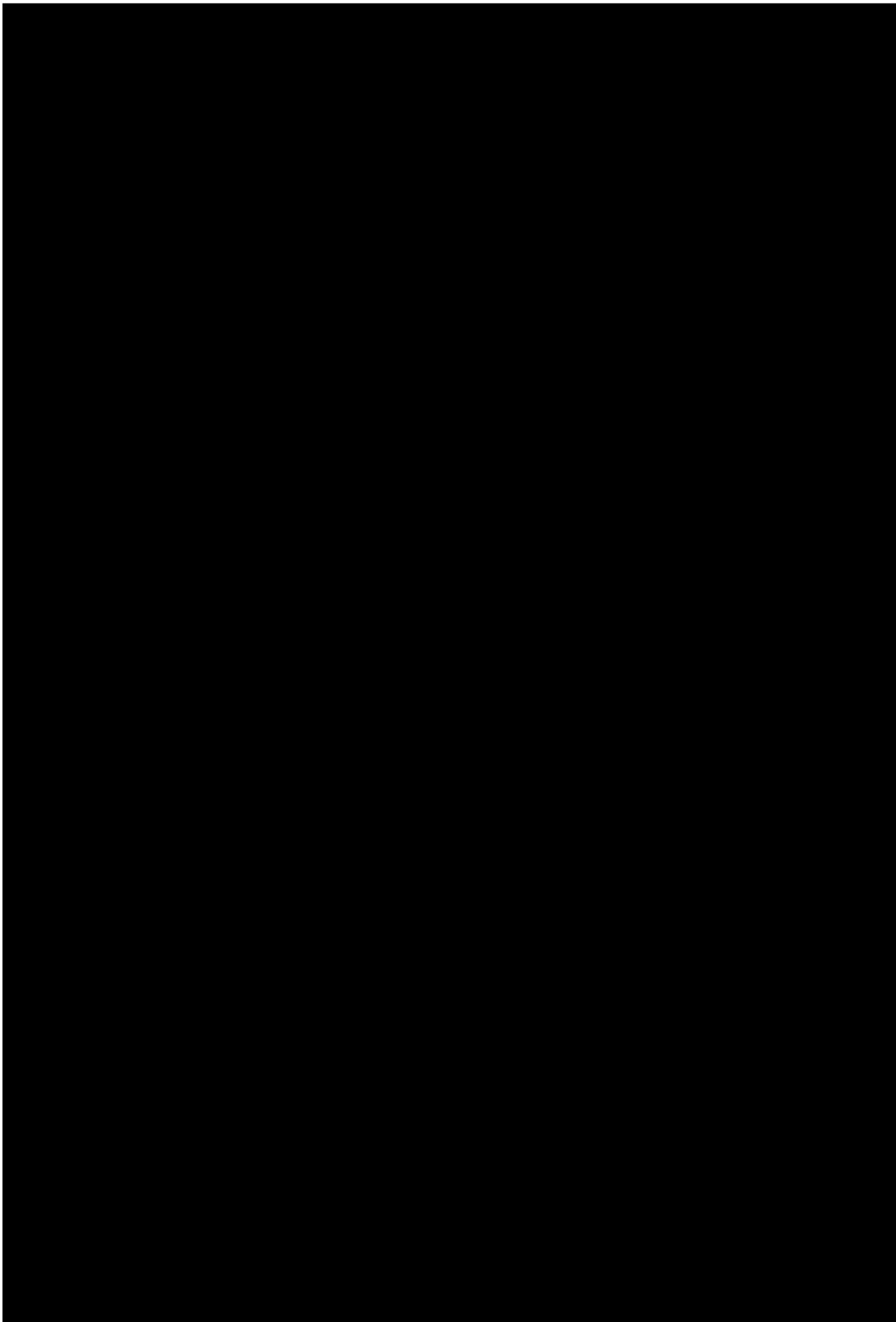


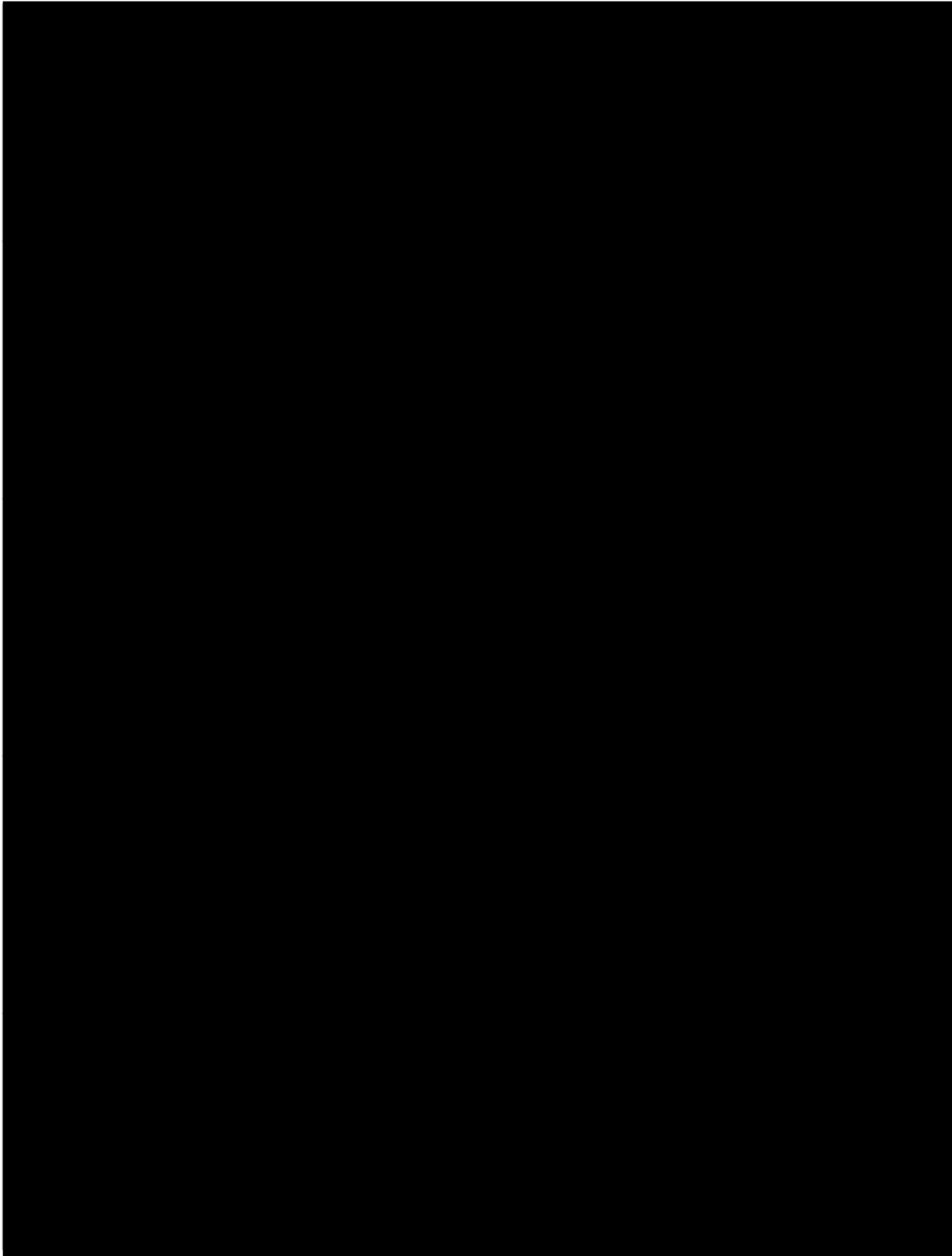








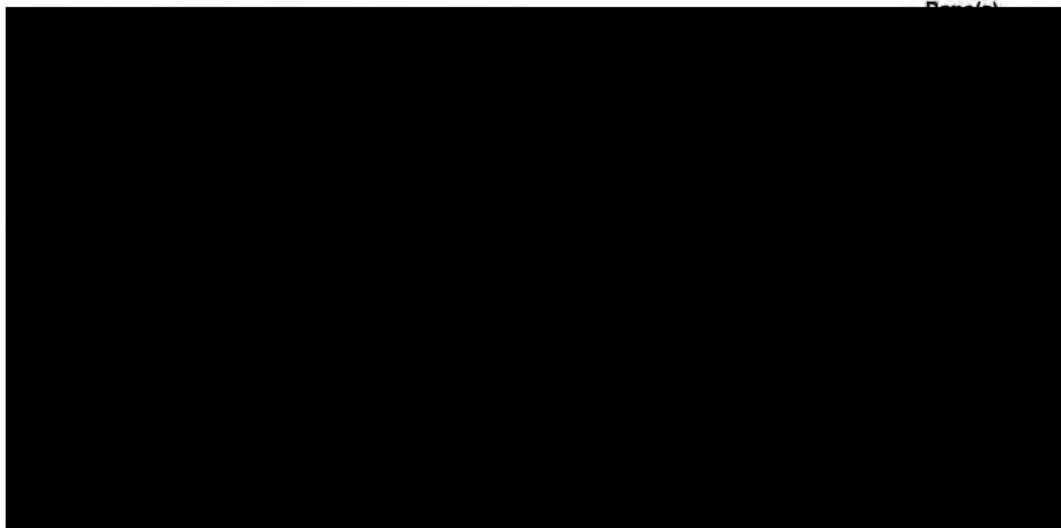




**McKinsey & Company, Inc. Washington D.C.
and Subsidiaries**

Consolidated Financial Statements
December 31, 2024 and 2023

McKinsey & Company, Inc. Washington D.C. and Subsidiaries
Index
December 31, 2024 and 2023



REPORT OF INDEPENDENT CERTIFIED PUBLIC ACCOUNTANTS

Management
McKinsey & Company, Inc. Washington D.C.

Opinion

We have audited the consolidated financial statements McKinsey & Company, Inc. Washington D.C. (a Delaware company) and its subsidiaries (the "Company"), which comprise the consolidated balance sheets as of December 31, 2024 and 2023, and the related consolidated statements of income, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the accompanying consolidated financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2024 and 2023, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for opinion

We conducted our audits of the consolidated financial statements in accordance with auditing standards generally accepted in the United States of America (US GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of management for the financial statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date the consolidated financial statements are issued.



Auditor's responsibilities for the audit of the financial statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with US GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

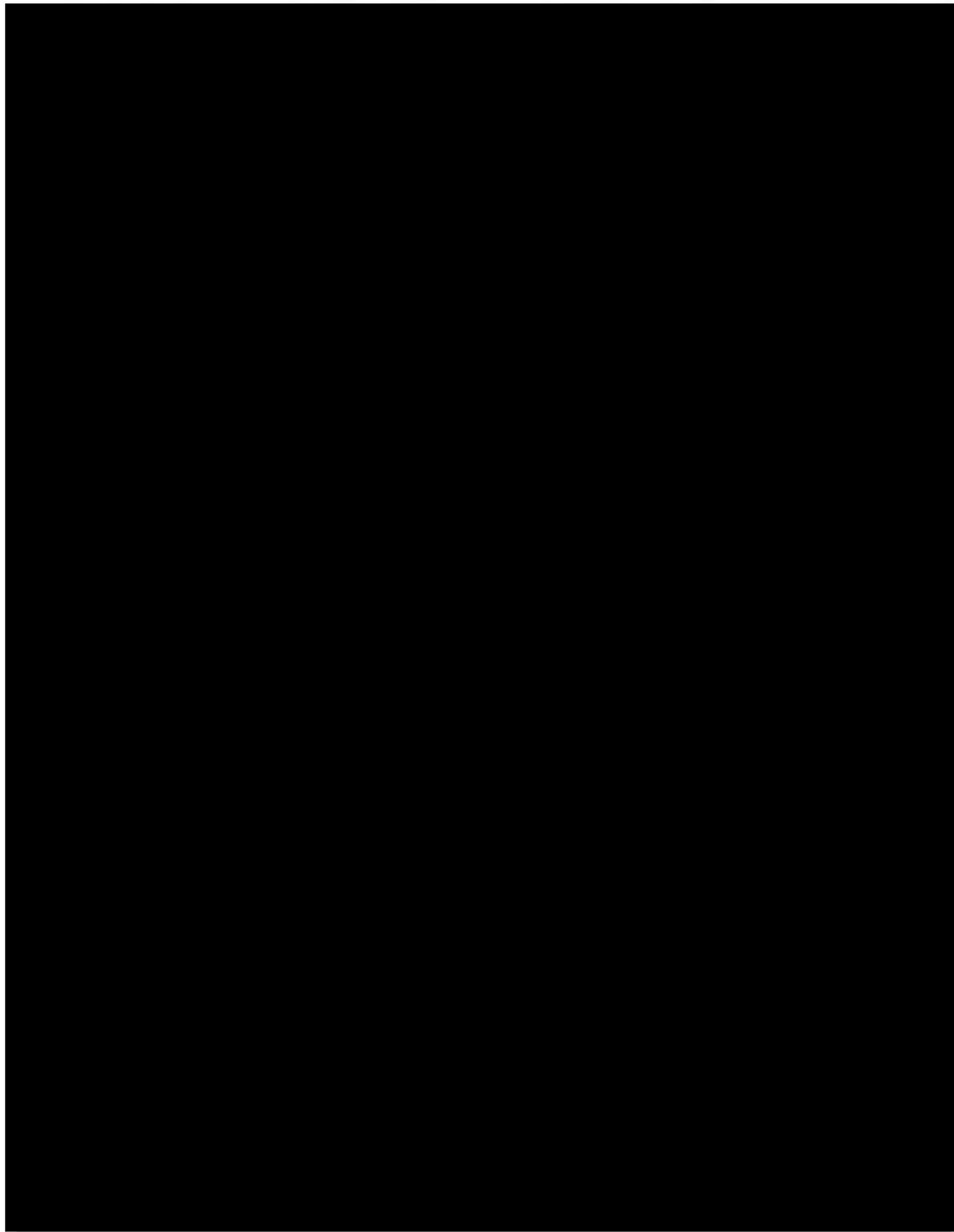
In performing an audit in accordance with US GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

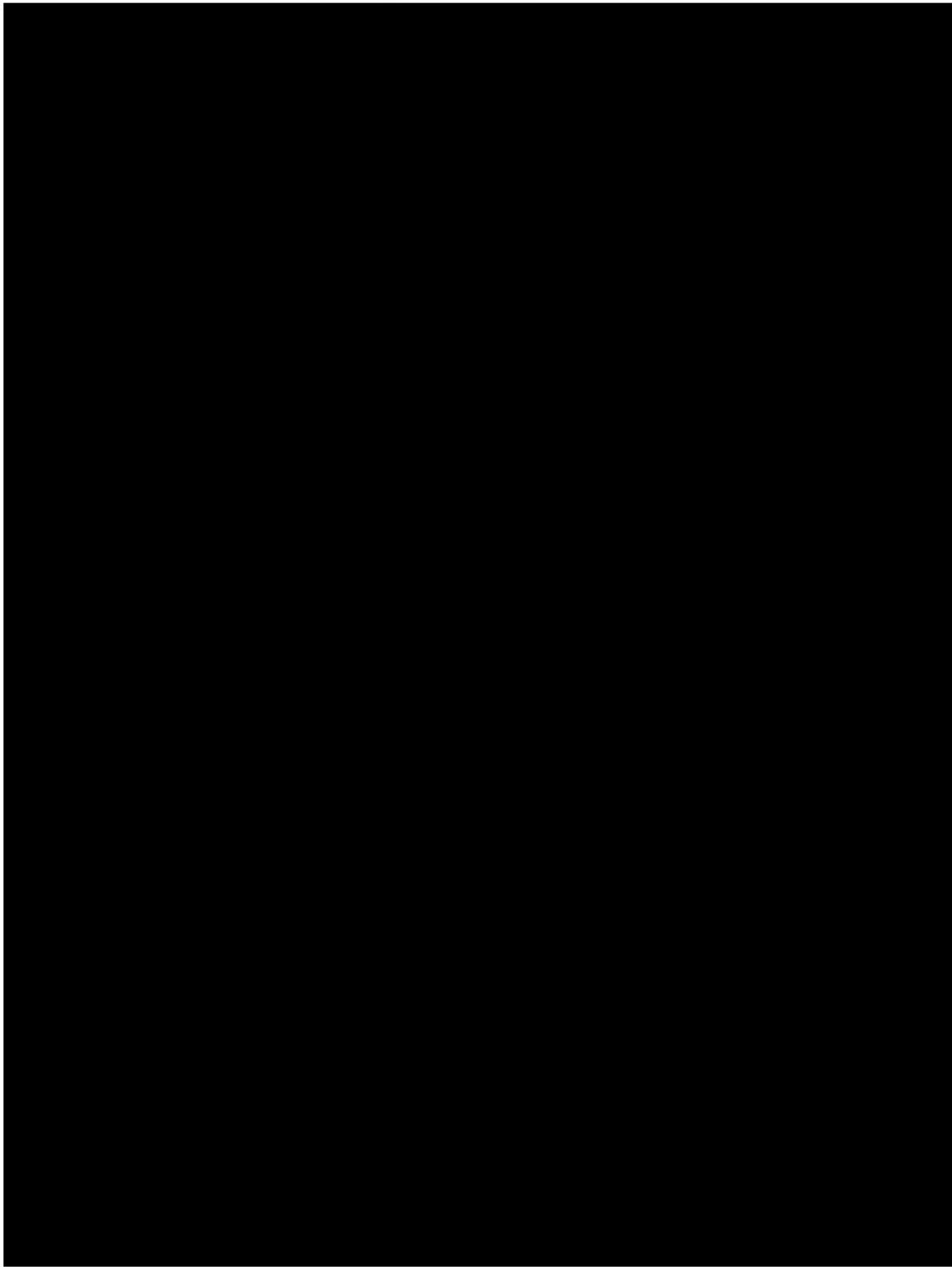
We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

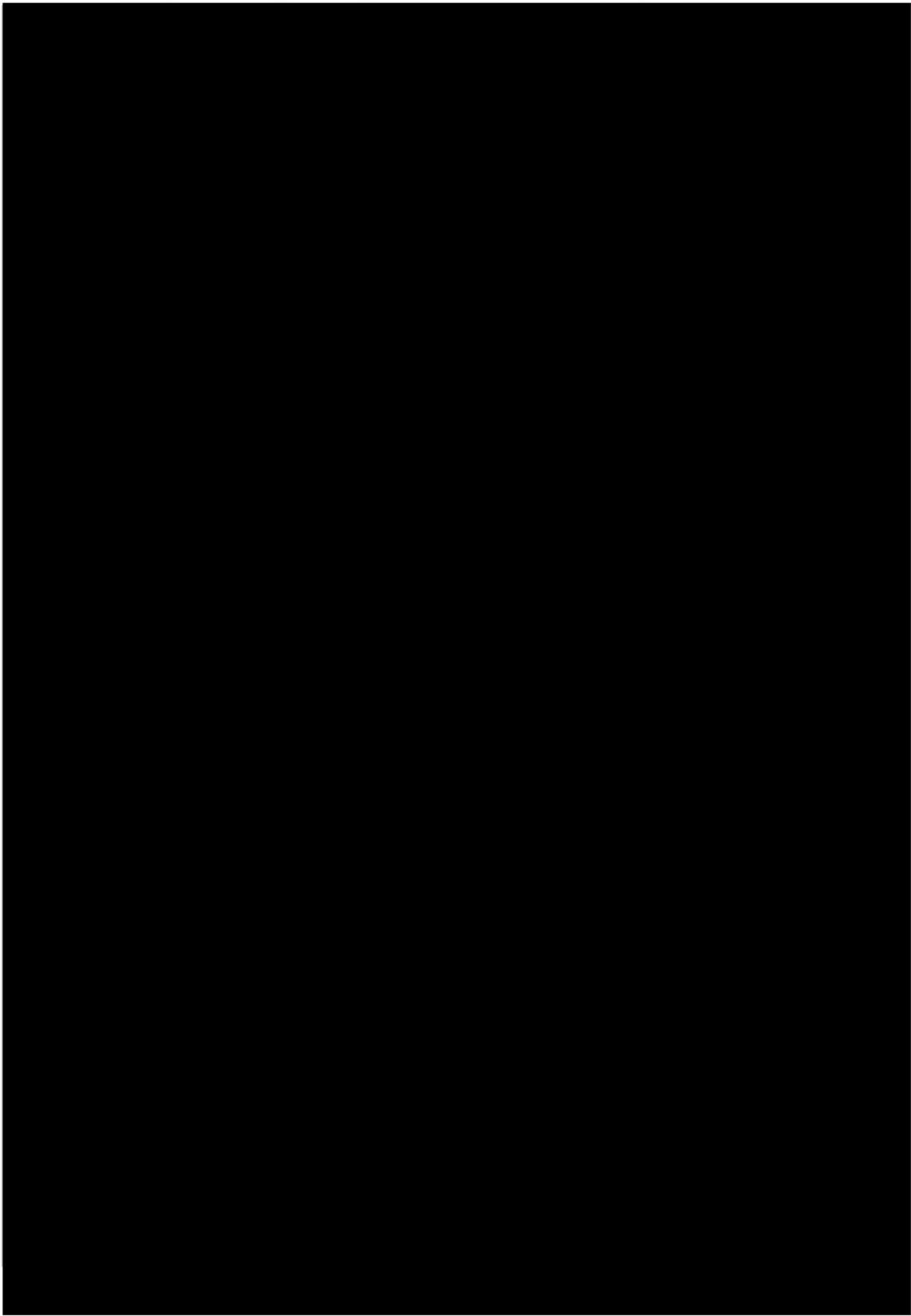


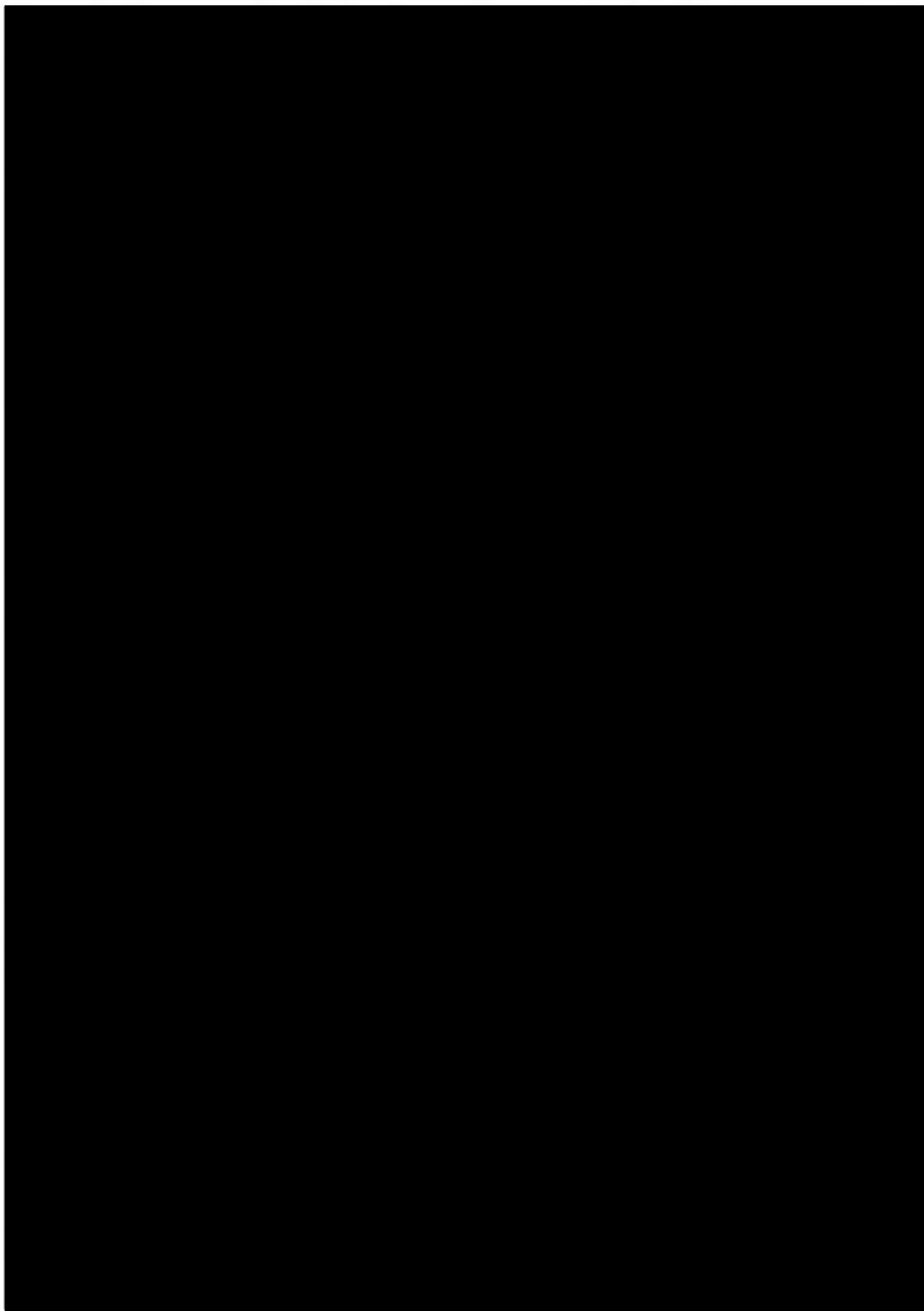
New York, New York
July 25, 2025

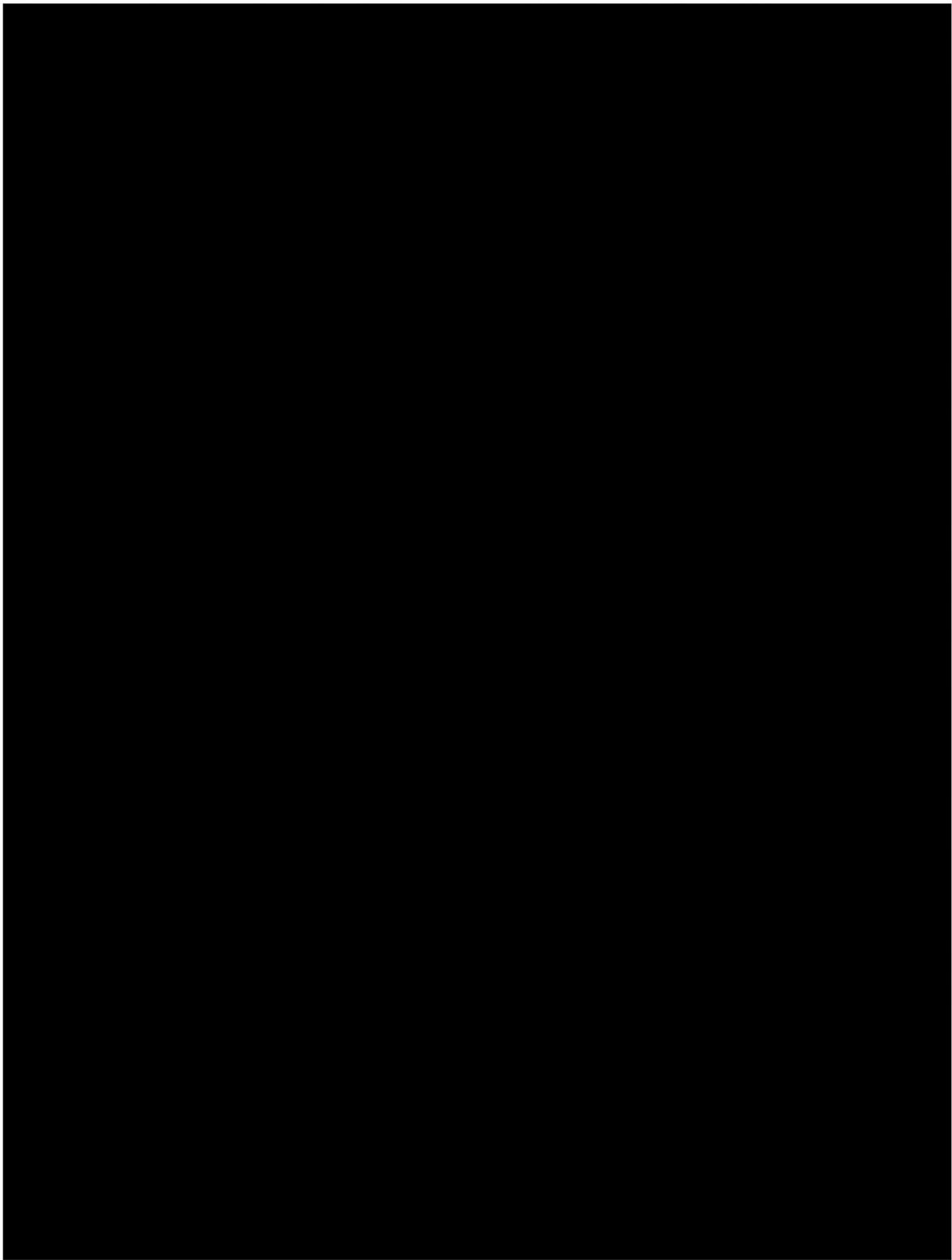


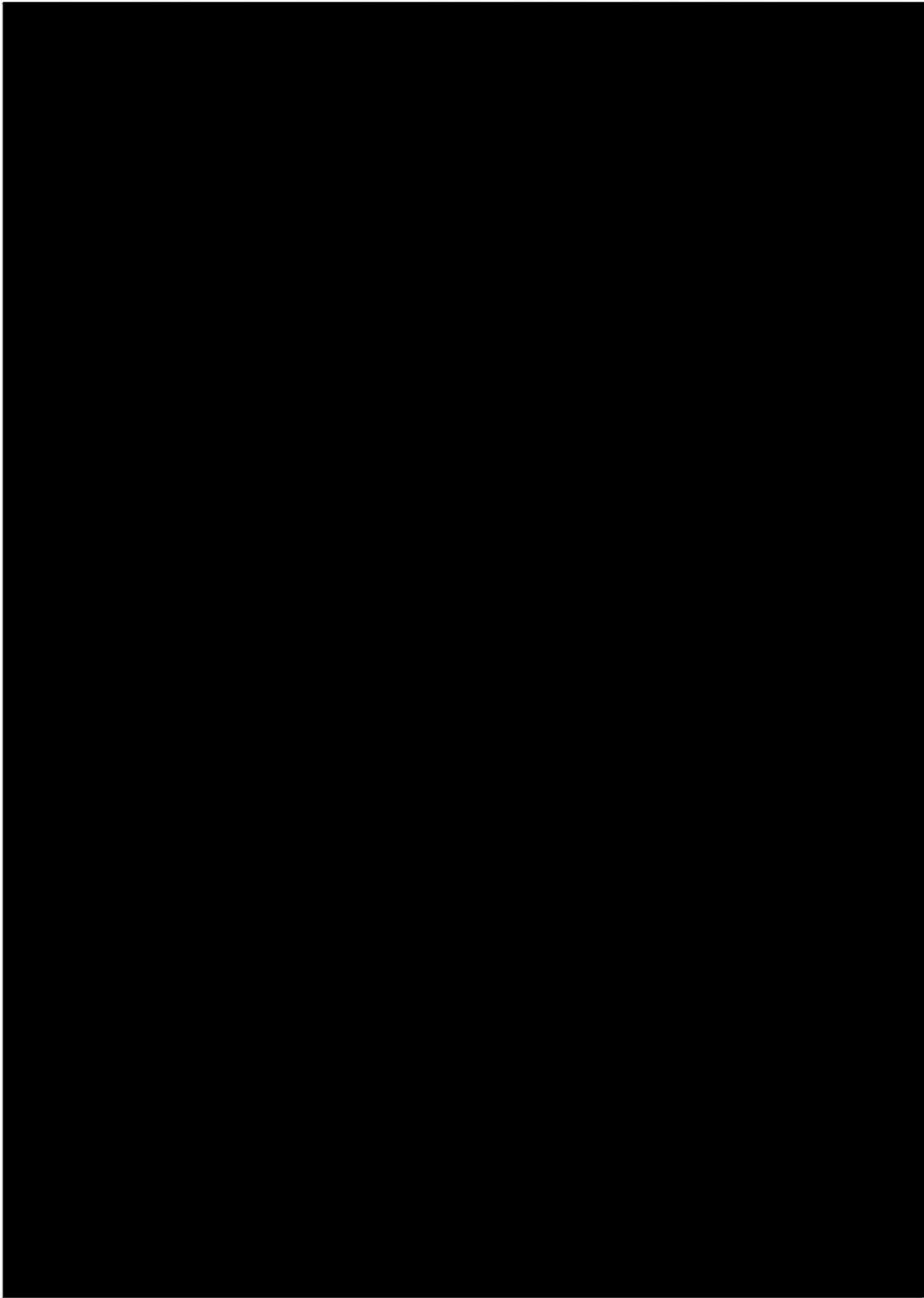


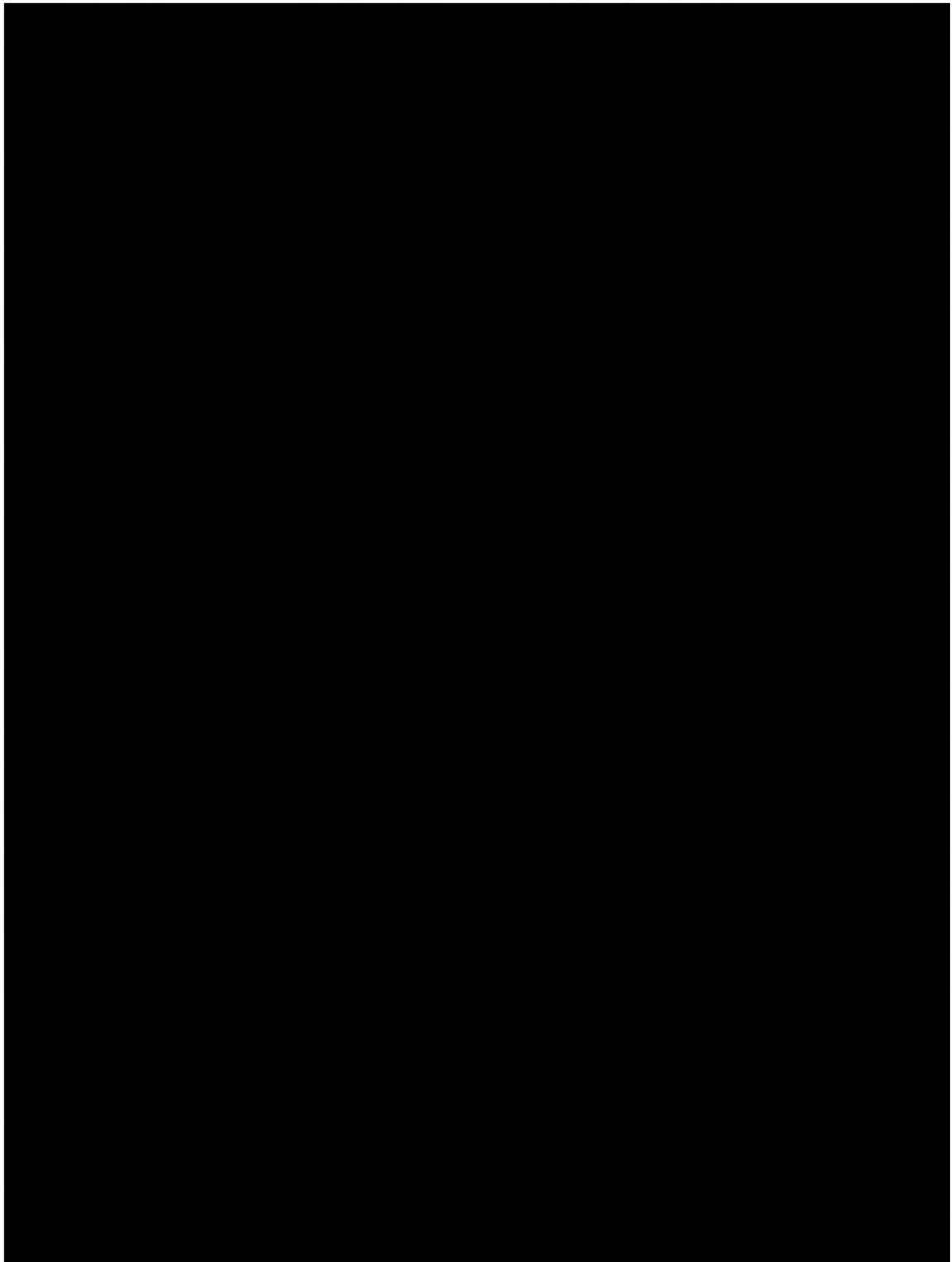


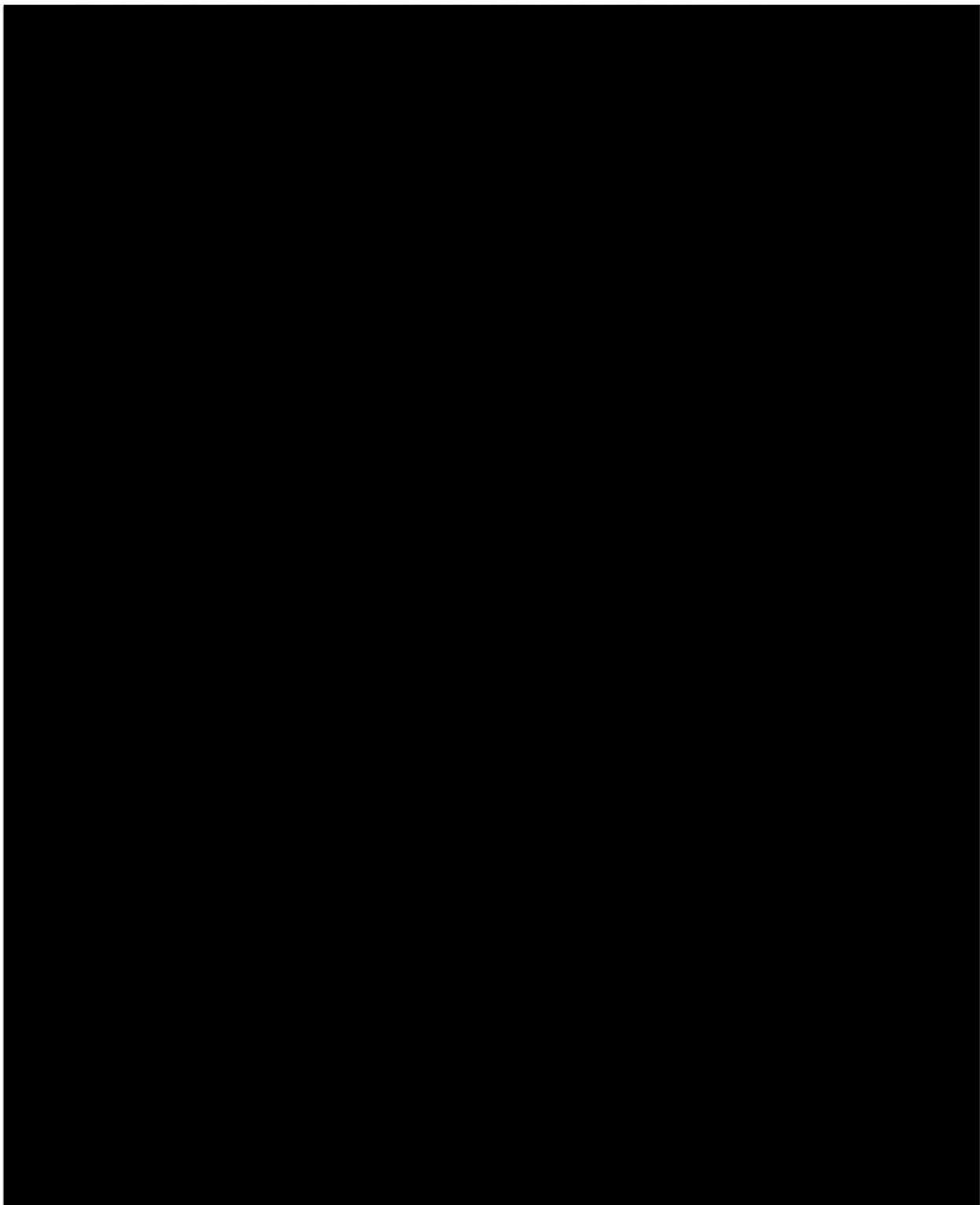


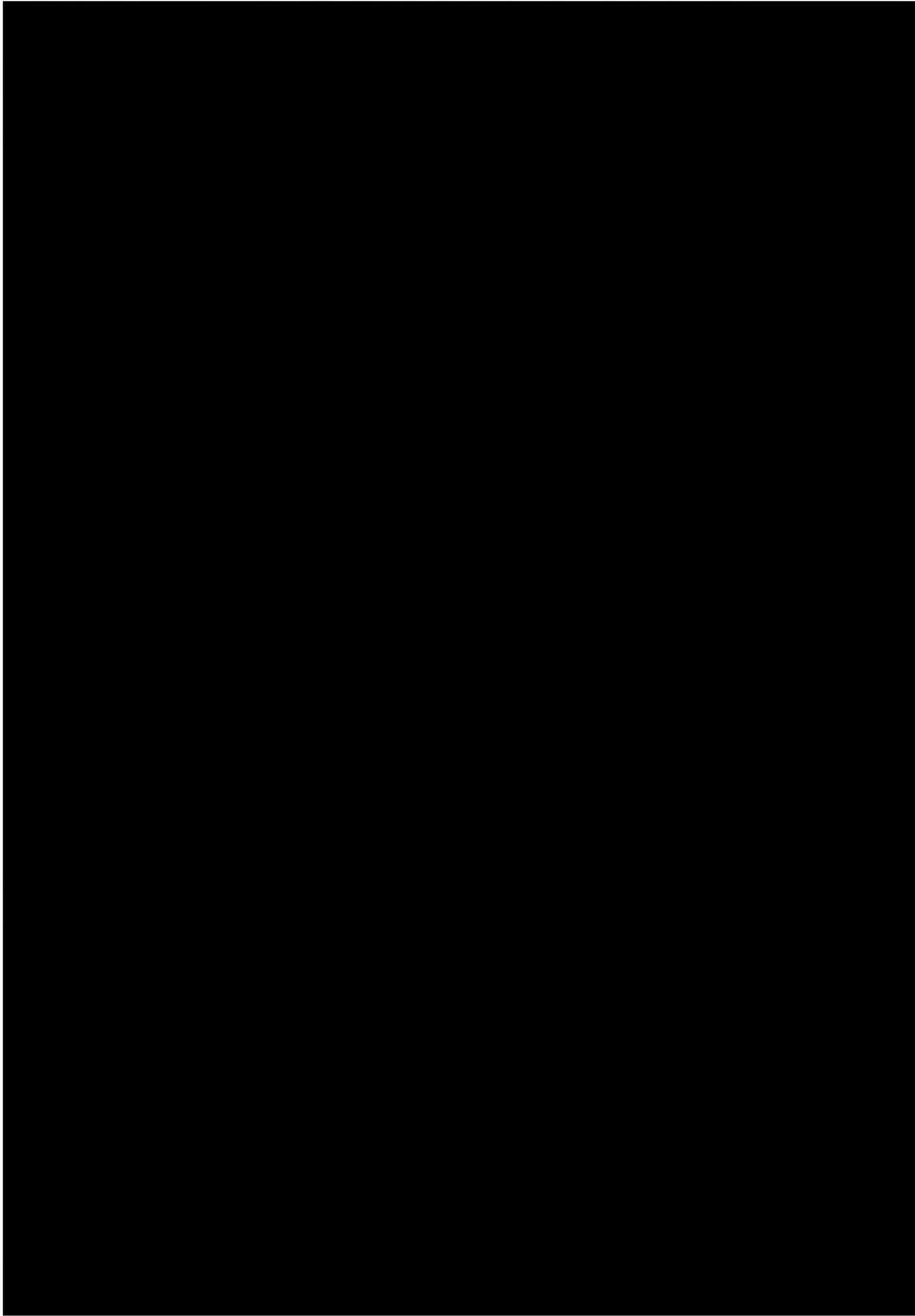


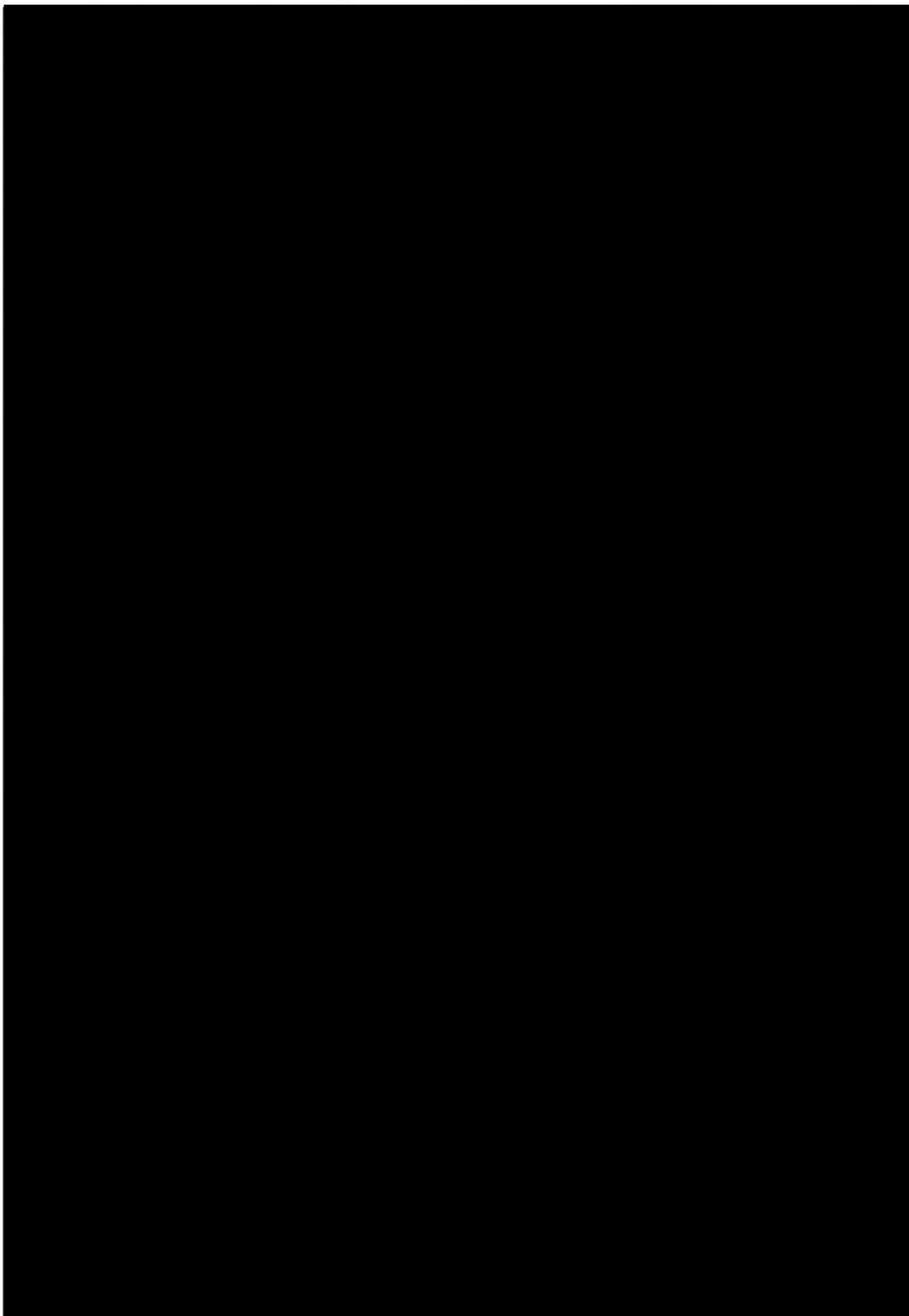


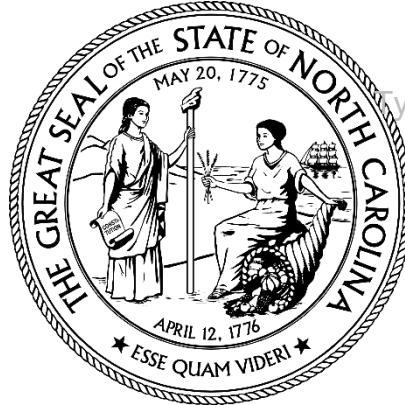












Type text here

**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

Contents

| | | |
|------|---|----|
| 1.0 | PURPOSE AND BACKGROUND – AGENCY SPECIFIC TERM CONTRACT | 6 |
| 2.0 | GENERAL INFORMATION..... | 7 |
| 2.1 | REQUEST FOR PROPOSALS AND TASK ORDERS | 7 |
| 2.2 | ePROCUREMENT FEE | 7 |
| 2.3 | NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS | 7 |
| 2.4 | RFP SCHEDULE..... | 8 |
| 2.5 | RFP QUESTIONS | 8 |
| 2.6 | RFP SUBMITTAL | 8 |
| 2.7 | PROPOSAL CONTENTS | 9 |
| 2.8 | DEFINITIONS, ACRONYMS, AND ABBREVIATIONS | 10 |
| 3.0 | METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS..... | 11 |
| 3.1 | METHOD OF AWARD | 11 |
| 3.2 | CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION | 12 |
| 3.3 | PROPOSAL EVALUATION PROCESS | 12 |
| 3.4 | EVALUATION CRITERIA | 13 |
| 3.5 | PERFORMANCE OUTSIDE THE UNITED STATES..... | 14 |
| 3.6 | INTERPRETATION OF TERMS AND PHRASES | 14 |
| 4.0 | REQUIREMENTS..... | 14 |
| 4.1 | TASK ORDER CATEGORIES | 14 |
| 4.2 | PRICING | 15 |
| 4.3 | PAYMENT STRUCTURE..... | 15 |
| 4.4 | INVOICES | 15 |
| 4.5 | HUB PARTICIPATION..... | 15 |
| 4.6 | BACKGROUND CHECKS..... | 16 |
| 4.7 | PERSONNEL | 16 |
| 4.8 | VENDOR'S REPRESENTATIONS..... | 16 |
| 4.9 | INSURANCE REQUIREMENTS | 16 |
| 4.10 | LOBBYING ACTIVITY CERTIFICATION FOR FEDERAL GRANTS | 17 |
| 4.11 | FINANCIAL INFORMATION..... | 17 |
| 5.0 | SCOPE OF WORK | 18 |
| 5.1 | GENERAL..... | 18 |
| 5.2 | TASKS / DELIVERABLES | 19 |

| | | |
|-----|--|----|
| 5.3 | TASK ORDER METHODOLOGY..... | 24 |
| 5.4 | TRANSITION ASSISTANCE..... | 24 |
| 6.0 | CONTRACT ADMINISTRATION | 25 |
| 6.1 | PROJECT MANAGER AND CUSTOMER SERVICE | 25 |
| 6.2 | PERFORMANCE..... | 25 |
| 6.3 | DISPUTE RESOLUTION | 25 |
| 6.4 | CONTRACT CHANGES | 25 |
| | ATTACHMENT A: TASK ORDER CATEGORIES / PRICING..... | 26 |
| | ATTACHMENT B: NORTH CAROLINA INSTRUCTIONS TO VENDORS..... | 29 |
| | ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS..... | 38 |
| | ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR..... | 54 |
| | ATTACHMENT E: HISTORICALLY UNDERUTILIZED BUSINESSES INFORMATION | 55 |
| | ATTACHMENT F: CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS..... | 56 |
| | ATTACHMENT G: DISCLOSURE OF LOBBYING ACTIVITIES..... | 57 |
| | ATTACHMENT H: EXPERIENCE..... | 58 |

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.

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."

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.

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

- 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.

- 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

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

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

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:

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

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.

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.

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

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

- 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

5.2.17 **TASK 17 – Environmental Review**

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.

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.

ATTACHMENT A: TASK ORDER CATEGORIES / PRICING

TASK ORDER CATEGORIES:

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

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

PRICING:

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

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

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

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

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

ATTACHMENT B: NORTH CAROLINA INSTRUCTIONS TO VENDORS

I. READ, REVIEW AND COMPLY

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

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

II. REQUEST FOR OFFERS

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

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

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

III. DUTY TO INQUIRE

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

IV. DEFINITIONS, ACRONYMS AND ABBREVIATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. INTERPRETATION OF TERMS AND PHRASES

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

VI. BID SUBMISSION

1. **VENDOR'S REPRESENTATIVE:** Each Vendor shall submit with its bid the name, address, and telephone number of the person(s) with authority to bind the Vendor and answer questions or provide clarification concerning the Vendor's bid.

2. **SIGNING YOUR OFFER:** Every Offer must be signed by an individual with actual authority to bind the Offeror.

a) If the Offeror is an individual, the Offer must be signed by that individual. If the Offeror is an individual doing business as a firm, the Offer must be submitted in the firm name, signed by the individual, and state that the individual is doing business as a firm.

b) If the Offeror is a partnership, the Offer must be submitted in the partnership name, followed by the words by its Partner, and signed by a general partner.

c) If the Offeror is a corporation, the Offer must be submitted in the corporate name, followed by the signature and title of the person authorized to sign.

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

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

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

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

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

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

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

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

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

8. **CONTENTS OF OFFER:**

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

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

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

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

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

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

12. **BASIS FOR REJECTION:** Pursuant to 01 NCAC 05B .0501, the State reserves the right to reject any and all Offers, in whole or in part, by deeming the Offer unsatisfactory as to quality or quantity, delivery, price or service offered, non-compliance with the requirements or intent of this Solicitation, lack of competitiveness, error(s) in specifications or indications that revision would be advantageous to the State, cancellation or other changes in the intended project or any other determination that the proposed requirement is no longer needed, limitation or lack of available funds, circumstances that prevent determination of the best offer, or any other determination that rejection would be in the best interest of the State.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. DEFAULT AND TERMINATION.

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

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

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

3. INTERPRETATION, CONFLICT OF TERMS.

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

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

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

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

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

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

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

7. SITUS AND GOVERNING LAWS:

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

8. NON-DISCRIMINATION COMPLIANCE:

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

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

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

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

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

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

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

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

- i) Performance under the Contract does not infringe upon any intellectual property rights of any third party; and
- ii) There are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party;

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

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

- c) The Vendor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the deliverables supplied by the Vendor, their use or operation, infringe on a patent, copyright, trademark or violate a trade secret in the United States. The Vendor shall pay those costs and damages finally awarded or agreed in a settlement against the State in any such action. Such defense and payment shall be conditioned on the following:
 - i) That the Vendor shall be notified within a reasonable time in writing by the State of any such claim; and
 - ii) That the Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that the State shall have the option to participate in such action at its own expense.
- d) Vendor will not be required to defend or indemnify the State to the extent any claim by a third party against the State for infringement or misappropriation results solely from the State's material alteration of any Vendor-branded deliverables or Services, or from the continued use of the Services or other deliverables after receiving written notice from the Vendor of the claimed infringement.

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

13. ACCESS TO PERSONS AND RECORDS:

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

v. Access and review

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

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

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

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

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

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

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

14. ASSIGNMENT OR DELEGATION OF DUTIES.

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

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

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

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

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

a) REQUIREMENTS - Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of the Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the NC Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or the Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations or the indemnification requirements under the Contract. As provided above, a State agency is authorized, upon written evaluation and substantiation in the official file of the significant risk of bodily injury and/or property or other damage in the contract, to require and enforce higher coverage limits to mitigate the potential risk of liability to the State.

b) COVERAGE - During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. At a minimum, the Vendor shall provide and maintain the following coverage and limits, subject to higher requirements by an agency after the risk analysis indicated above:

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

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

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

16. GENERAL INDEMNITY:

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

17. ELECTRONIC PROCUREMENT:

- a) Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third-party agent shall serve as the Supplier Manager for this E-Procurement Service. The Vendor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this Contract.
- b) RESERVED. The Supplier Manager will capture an order from a State approved user, including the shipping and payment information, and submit the order in accordance with E-Procurement Service procedures. Subsequently, the Supplier Manager will send those orders to the appropriate Vendor on State Contract. The State or State-approved user, not the Supplier Manager, shall be responsible for the solicitation, bids received, evaluation of bids received, award of Contract, and the payment for goods delivered.

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

18. SUBCONTRACTING: The Vendor may subcontract the performance of required Services under the Contract. Upon request, Vendor shall identify its subcontractors to the State; identify any financial interest it has in any subcontractor to the State; and/or provide the State with complete copies of any agreements made by and between Vendor and any subcontractors. The Vendor remains solely responsible for the performance of its subcontractors. Subcontractors shall adhere to all applicable requirements, terms, and conditions set forth in this Contract and the subsequent Scope of Work/Task Order. It may be required as a condition of award that an authorized officer or agent of a subcontractor sign a statement to the effect that the subcontractor has read, and will agree to abide by, Vendor's obligations under any contract awarded pursuant to this Solicitation. Any contracts made by the Vendor with a subcontractor shall include an affirmative statement that the State is an intended third party beneficiary of the Agreement; that the subcontractor has no agreement with the State; and that the State shall be indemnified by the Vendor for any claim presented by the subcontractor. Notwithstanding any other term herein, Vendor shall timely exercise its contractual remedies against any non-performing subcontractor and, when appropriate, substitute another subcontractor. **CONFIDENTIALITY:** Vendor information that cannot be shown to be, e.g., a trade secret, may be subject to public disclosure under the terms of the State Public Records Act (SPRA), beginning at G.S. 132.1. Blanket assertions of confidentiality are not favored, but confidentiality of specific material meeting one or more exceptions in the SPRA will be honored. Vendors are notified that if the confidentiality of material is challenged by other parties, the Vendor has the responsibility of defending the assertion of confidentiality. G.S. 143-52(a).

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

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

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

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

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

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

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

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

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

25. FORCE MAJEURE: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including, without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion, riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, other catastrophic epidemic or pandemic, natural event or Act of God.

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

27. FEDERAL FUNDS PROVISIONS

To the extent applicable and absent stricter or controlling State provisions, the following federal provisions (in addition to the North Carolina General Terms and Conditions above) apply consistent with Uniform Guidance in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, and its Appendix II and HUD requirements. Relevant federal authorities may require additional provisions depending on the scope and context of the Contract. Failure or unwillingness of the Vendor to continually meet any of these requirements, as applicable, may result in Contract termination.

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

- a) **No governmental non-competes.** Vendor shall not impose or enforce any non-competition agreement upon the employees included in Vendor's bid that would prevent those employees from accepting any offer of employment from the State of North Carolina outside of the first Term of the Contract. By executing this Contract, the Vendor affirms this condition. This affirmation is a material condition for the State's award of any work under this Contract.
- b) **Program Monitoring.** Vendor agrees to assist and cooperate with the Federal grantor or funding agency and the relevant Purchasing Agency or their duly designated representatives in the monitoring of the project or projects to which this Contract relates, and to provide in form and manner approved by the Purchasing Agency such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

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

d) **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).**

Compliance with the Contract Work Hours and Safety Standards Act.

1. *Overtime requirements.* No Vendor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

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

3. *Withholding for unpaid wages and liquidated damages.* The Purchasing Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Vendor or subcontractor under any such contract or any other Federal contract with the same prime Vendor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Vendor, such sums as may be determined to be necessary to satisfy any liabilities of such Vendor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in 29 C.F.R. §5.5(b)(2).

4. *SubContracts.* The Vendor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 C.F.R. §5.5 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 C.F.R. §5.5(b)(2) through (4).

e) **CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT.**

Clean Air Act

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

Federal Water Pollution Control Act

1. The Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Vendor agrees to report each violation to the Purchasing Agency and understands and agrees that the Purchasing Agency will, in turn, report each violation as required to assure notification to the federal

agency providing funds hereunder, and the appropriate Environmental Protection Agency Regional Office.

3. The Vendor agrees that these requirements will be included in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance.

f) Debarment and Suspension.

1. This Contract, if federal funding is used, is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Vendor is required to verify that none of the Vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by a federal agency providing federal funds herein and the Purchasing Agency. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to federal agency providing federal funds herein and the Purchasing Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The Vendor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the Contract resulting from a relevant solicitation herein. The Vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

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

Required Certification. Vendors must sign and submit to the Purchasing Agency the certification attached hereto as Attachment F and, if applicable, complete the disclosure form in Attachment G. See the latest version of "Certification for Contracts, Grants, Loans, and Cooperative Agreements" found at <https://ncadmin.nc.gov/documents/vendor-forms>.

h) Procurement of Recovered Materials.

1. Unless specified otherwise in the Contract, in the performance of this Contract, the Vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - Competitively within a timeframe providing for compliance with the Contract performance schedule;
 - Meeting Contract performance requirements; or
 - At a reasonable price.
2. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site: <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

3. The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."
- i) **Access to Records.** In addition to the North Carolina General Contract Terms & Conditions section entitled "ACCESS TO PERSONS AND RECORDS" included in this Contract, the following access to records requirements apply to this Contract:
 1. The Vendor agrees to provide the Purchasing Agency, the Administrator of the federal agency providing funds hereunder, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
 2. The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
 3. The Vendor agrees to provide the Administrator of the federal agency providing funds hereunder or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract.
 4. In compliance with the Disaster Recovery Act of 2018, the Purchasing Agency and the Vendor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the Administrator of the federal agency providing funds hereunder or the Comptroller General of the United States.
- j) **Modifications to Contract.** Modifications to the Contract are governed by the North Carolina General Contract Terms & Conditions section above entitled "AMENDMENTS," except as approval and signature by any federal official may also be required.
- k) **Records Retention.** All records required to be kept on the project shall be maintained for at least eight (8) years after final payments and until all other pending matters under the grant for this project have been closed. However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the eight (8) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the eight (8) year period, whichever is later.
- l) **Energy Efficiency.** All participants in the projects funded hereby shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).
- m) **Program Fraud and False or Fraudulent Statements or Related Acts.** Vendor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the Contract.
- n) **No Obligation by Federal Government.** The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Vendor, or any other party pertaining to any matter resulting from the Contract.
- o) **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the Contract. The Vendor will comply with all applicable Federal law, regulations, executive orders, the policies of the federal agency(ies) providing funding, procedures, and directives.
- p) **Federal Seals, Logos, and Flags.** In addition to the prohibitions of the North Carolina General Contract Terms & Conditions section above entitled "ADVERTISING," the Vendor shall not use the seal(s), logos, crests, or reproductions of flags of a federal agency providing funding herein, or likenesses of federal agency officials without specific pre-approval of the relevant federal agency.
- q) **System for Awards Management.** Vendor shall be responsible to ensure that it has checked the federal

System for Awards Management (SAM) <https://www.sam.gov/SAM> and the State Debarred Vendors Listing, <https://ncadmin.nc.gov/documents/nc-debarred-vendors> to verify that Contractors or sub-Recipients have not been suspended or debarred from doing business with federal or State government.

r) **Section 3 Clause.** Vendor will comply with the following clauses from 24 CFR 135.38:

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

1. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 75 regulations.
3. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
4. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.
5. The contractor will certify that any vacant employment positions, including training positions that are filled (1) after the contractor is selected by before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 75 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 75.
6. Noncompliance with HUD's regulations in 24 CFR part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

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

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

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

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

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

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

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

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

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

ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR

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

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

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

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

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.:

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

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

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

ATTACHMENT E: HISTORICALLY UNDERUTILIZED BUSINESSES INFORMATION

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

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

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

a) Is Vendor a Historically Underutilized Business? Yes No

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

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

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, _____, 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

Name and Title of Vendor's Authorized Official

Date

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.

Vendor: McKinsey & Company, Inc. Washington, D.C.

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: | |

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

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.