

## Contract Award

Contract Number:	<b>Doc1677946894</b>
Contract Description:	<b>Staff Augmentation</b>
Vendor:	<b>Ramboll Americas Engineering Solutions</b>

### Task Order Categories Awarded:

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

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

**TASK 17 – Environmental Review**

**STATE OF NORTH CAROLINA**  
**Division of Community Revitalization (DCR)**  
**Request for Best and Final Offer (BAFO)**

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

Request for Best and Final Offer (BAFO)  
RFP #Doc1677946894 Staff Augmentation  
BAFO Issue Date: December 10, 2025  
BAFO Response will be received until: December 12, 2025, at 5:00 pm EST

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

**NOTICE TO VENDOR:**

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

**EXECUTION:**

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

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

COMPLETE/FORMAL NAME OF VENDOR:  <b>Ramboll Americas Engineering Solutions, Inc.</b>		
STREET ADDRESS:  <b>3214 Charles B Root Wynd, Suite 130</b>		P.O. BOX:  <b></b>
CITY & STATE & ZIP:  <b>Raleigh, NC 27612</b>		TELEPHONE NUMBER:  <b>919) 987-3090</b>
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE :  <b>4245 North Fairfax Drive, Suite 700; Arlington, VA 22203</b>		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:  <b>Burke J. Brooks, Principal</b>		FAX NUMBER: <b>(225) 408-2747</b>  <b>Direct Phone (225) 408-2698</b>
VENDOR'S AUTHORIZED SIGNATURE:  		DATE:  <b>12/12/2025</b>
EMAIL:  <b>bbrooks@ramboll.com</b>		

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

**ACCEPTANCE OF OFFER:**

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

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

Signed by: \_\_\_\_\_ (Authorized Representative of Department of Commerce).

**REQUEST FOR BEST AND FINAL OFFER (BAFO):**

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

**Vendor's Errata and Exceptions**

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

YES, Vendor acknowledges and agrees to the above statement.

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

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



Josh Stein  
GOVERNOR  
Lee Lilley  
SECRETARY

Stephanie McGarrah  
DEPUTY SECRETARY

# Request for Offer Extension

**Solicitation Number:** Doc1677946894

**Solicitation Description:** Staff Augmentation

**Solicitation Opening Date and Time:** September 11, 2025, at 2:00 pm ET

**Issue Date Request for Offer Extension:** December 5, 2025

**Procurement Director:**  
Angie Dunaway  
[angela.dunaway@commerce.nc.gov](mailto:angela.dunaway@commerce.nc.gov)  
919-526-8340

**Extension Response Due Date and Time:** December 8, 2025 by 5:00 pm EST

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

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

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

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

**Sign Request for Offer Extension:**

**Offer (Vendor Name):** Ramboll Americas Engineering Solutions, Inc.

**Authorized Signature:** 

**Name and Title:** Burke J. Brooks, Principal

**Date:** 12/8/2025

## 5.2 ATTACHMENT A: PRICING

Proposal No. DOC1677946894

Staff Augmentation, Community Development Block Grant Disaster Recovery Expert  
Administrative Support  
Task 1, Task 12, Task 17

Task Order Category	Year 1 Hourly Rate	Year 2 Hourly Rate	Year 3 Hourly Rate
<b>TASK 1 – Development of Policies, Procedures, and Standard Operating Procedures (SOPs)</b>			
<i>Vendor to Indicate All Position Title(s) HERE</i>			
Principal	\$ 250.00	\$ 250.00	\$ 250.00
Senior Managing Consultant	\$ 240.00	\$ 240.00	\$ 240.00
Managing Consultant	\$ 230.00	\$ 230.00	\$ 230.00
Senior Consultant 2	\$ 215.00	\$ 215.00	\$ 215.00
Senior Consultant 1	\$ 200.00	\$ 200.00	\$ 200.00
Consultant 3	\$ 180.00	\$ 180.00	\$ 180.00
Consultant 2	\$ 155.00	\$ 155.00	\$ 155.00
Consultant 1	\$ 135.00	\$ 135.00	\$ 135.00
Drafting	\$ 135.00	\$ 135.00	\$ 135.00
Support	\$ 100.00	\$ 100.00	\$ 100.00

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

*Vendor to Indicate All Position Title(s) HERE*

Principal	\$ 250.00	\$ 250.00	\$ 250.00
Senior Managing Consultant	\$ 240.00	\$ 240.00	\$ 240.00
Managing Consultant	\$ 230.00	\$ 230.00	\$ 230.00
Senior Consultant 2	\$ 215.00	\$ 215.00	\$ 215.00
Senior Consultant 1	\$ 200.00	\$ 200.00	\$ 200.00
Consultant 3	\$ 180.00	\$ 180.00	\$ 180.00
Consultant 2	\$ 155.00	\$ 155.00	\$ 155.00
Consultant 1	\$ 135.00	\$ 135.00	\$ 135.00
Drafting	\$ 135.00	\$ 135.00	\$ 135.00
Support	\$ 100.00	\$ 100.00	\$ 100.00

**TASK 17 – Environmental Review\***

**Initial Environmental Review:**

	UNIT COST	UNIT COST	UNIT COST
<b>Initial Environmental Review:</b>			
Exempt	\$ 500.00	\$ 500.00	\$ 500.00
Categorically Excluded Not Subject to §58.5	\$ 500.00	\$ 500.00	\$ 500.00
Categorically Excluded Subject to §58.5	\$ 9,000.00	\$ 9,500.00	\$ 10,000.00
Environmental Assessment	\$ 12,500.00	\$ 13,000.00	\$ 13,500.00
Environmental Impact Statements	\$ 18,000.00	\$ 18,500.00	\$ 19,000.00

**Reevaluation Environmental Review:□**

Exempt	\$ 400.00	\$ 400.00	\$ 400.00
Categorically Excluded Not Subject to §58.5	\$ 400.00	\$ 400.00	\$ 400.00
Categorically Excluded Subject to §58.5	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00
Environmental Assessment	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00

## 5.2 ATTACHMENT A: PRICING

Proposal No. DOC1677946894

### Staff Augmentation, Community Development Block Grant Disaster Recovery Expert Administrative Support Task 1, Task 12, Task 17

Environmental Impact Statements	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
---------------------------------	-------------	-------------	-------------

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

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

#### ASSUMPTIONS

All other Environmental Review services outside of the above specific categories of environmental reviews shown above may be billed on a time and materials basis per the same hourly rate fee schedule presented in Tasks 1 and 12 above. Ramboll can provide information necessary for a compliant NEPA review.

Environmental Review Unit Cost does not include environmental investigations such as Phase I and Phase II ESAs, inspections/assessments for structures for hazardous materials such as asbestos or lead; nor does it include laboratory testing fees which may include analysis of media/samples. However, Ramboll can provide these services separately as necessary for compliant NEPA review.

Environmental Review Unit Cost does not include specialized site assessments for supporting studies such as noise studies/monitoring, biological species assessments, cultural resources surveys, wetland/waters delineations. However, Ramboll can provide these services separately as necessary for compliant NEPA review.

Environmental Review Unit Cost does not include permitting or obtaining approvals from agencies for construction that would be required of the project applicant or property owner. However, Ramboll can provide these services separately as necessary for compliant NEPA review.

Environmental Review Unit Cost does not include further consultations requested by agencies to resolve specific impacts or determinations including resolution of adverse effects and related treatment options after Section 106 or NC SHPO's, or THPO's initial review; jurisdictional determinations of wetlands or waters of the US by the US Army Corps of Engineers, or other similar requests. However, Ramboll can provide these services separately as necessary for compliant NEPA review.

Environmental Review Unit Cost does not include additional task requests from DCR or their contractors, labor to respond to electronic data management requirements and files from DCR and their contractors including training, regulatory opinions or reviews of reports done by others. However, Ramboll can provide these services separately as necessary for compliant NEPA review.

Environmental Review Unit Cost does not include labor associated with planning, coordinating, hosting, or attending public meetings and stakeholder engagement events which may be required for projects of higher level review. However, Ramboll can provide these services separately as necessary for compliant NEPA review.

Environmental Review Unit Cost does not include other direct cost such as agency filing/permit/review fees, public notice fees, etc. However, Ramboll can provide these services separately as necessary for compliant NEPA review.



Angie Dunaway

DCR Procurement Director  
North Carolina Department of Commerce, Division of Community Revitalization  
[angela.dunaway@commerce.nc.gov](mailto:angela.dunaway@commerce.nc.gov)

## Response for RFP #: Doc1677946894

September 11, 2025

Dear Ms. Dunaway:

Ramboll Americas Engineering Solutions, Inc. (Ramboll) is pleased to submit this proposal to provide expert support in connection with the North Carolina Department of Commerce, Division of Community Revitalization's (DCR's) Request for Proposal (RFP) dated August 11, 2025

Ramboll's staff includes a distinctively qualified team of professionals to assist the DCR with National Environmental Policy Act (NEPA) compliant environmental reviews in accordance with 24 CFR Part 58 as required for projects funded by U.S. Department of Housing and Urban Development (HUD), Community Development Block Grant-Dister Recovery (CDBG-DR), as well as efforts of policy development, procedures, training, technical assistance, stakeholder engagement, environmental studies and permitting. We look forward to the opportunity to further assist DCR on this important project. If you have any questions or require additional information, please feel free to contact me at (225)405-7549 or via email at [bbrooks@ramboll.com](mailto:bbrooks@ramboll.com).

Sincerely,



Burke J. Brooks  
Principal

Ramboll  
3214 Charles B Root Wynd,  
Suite 130  
Raleigh, NC 27612  
USA

T +1 919 987 3090  
[americas.ramboll.com](http://americas.ramboll.com)

Proposal Number: Doc1677946894

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

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

Task 12 – Training, Technical Assistance, and  
Capacity Building

Task 17 – Environmental Review

State of North Carolina Department of Commerce  
Division of Community Revitalization

September 11, 2025

An aerial photograph showing a severe flooding event. A river or stream has溢出 (over溢出) its banks, inundating a wide area of green trees and some industrial or residential buildings. A bridge is visible, partially submerged or cut off by the floodwaters. The water is brown and turbulent. In the background, more green hills and mountains are visible under a cloudy sky.

RAMBOLL

Bright ideas.  
Sustainable change.

# 1. Title Page

Project name	<b>RFP #: Doc1677946894; Staff Augmentation, Community Development Block Grant-Disaster Recovery Expert Administrative Support</b>
Client name	<b>State of North Carolina Department of Commerce, Division of Community Revitalization</b>
Type of proposal	<b>Proposal for administrative, technical, programmatic, and project management support for CDBG-DR initiatives</b>
Date	<b>September 11, 2025</b>
Vendor	<b>Ramboll Americas Engineering Solutions, Inc.</b>
Ramboll Reference	CRM Opportunity #242093

Ramboll  
3214 Charles B Root Wynd,  
Suite 130  
Raleigh, NC 27612  
USA  
  
T +1 919 987 3090  
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Authorized  
Representative:  
Burke J. Brooks  
Principal  
+1 225-408-2698

***Disclosure: Ramboll Americas Engineering Solutions, Inc. (Ramboll) has no known actual or potential conflicts of interest involving Ramboll or its key personnel as it relates to response to this RFP.***

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## 2. Signed Execution Pages and Signed Addenda

		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:** \_\_\_\_\_ Ramboll Americas Engineering Solutions, Inc. \_\_\_\_\_

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

**NAME and TITLE (Print or Typed):** Burke J. Brooks, Principal

**DATE:** September 11, 2025

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Appendix B – Financial Documentation

Appendix C – “All pages of the RFP should be returned.”

## 4. Narrative Response: Vendor Qualifications and Approach

### Brief history of the organization

Ramboll is a leading engineering, architecture, and consultancy company founded in Denmark in 1945. Since then, Ramboll has evolved from a small Danish partnership into a global organization today employing more than 21,500 people across more than 230 offices in 32 countries. Ramboll's global headquarters is in Copenhagen, Denmark.

Ramboll is Foundation owned, and the governing board of the Foundation comprises 12 members, 4 of which are elected by employees. The Ramboll Foundation Board works to ensure that Ramboll and its affiliated and associated companies behave in an ethical, responsible and socially minded manner to earn the respect and trust of customers and business partners.

### In the Americas

With nearly 2,150 experts in 70 offices in the United States, Canada, and Mexico, our work in the Americas spans both the public and private sector, with key clients representing municipalities, state institutions, agencies, water and wastewater utilities, the industrial sector, and the regulatory and academic communities. While clients can access Ramboll's global markets and services through all our offices, practitioners in the Americas offer particular expertise in Environment & Health, Energy, Water, Management Consulting, and Architecture & Landscape.

Ramboll's wide array of public and private sector clients includes state and federal regulatory agencies and state and local governments throughout America, as well as some of the world's largest public and private companies, utility service providers, and building trade associations.

In December of 2014, ENVIRON merged with Ramboll. On May 1, 2015, the company name for American operations was amended to Ramboll US Corporation under the Commonwealth of Virginia's State Corporation Commission. In 2019, Ramboll purchased O'Brian and Gere, another US-based engineering firm and the company name was amended to Ramboll US Consulting, Inc. on October 1, 2020., taking Ramboll's overall footprint in the Americas to over 2,000 people. In a final step of the integration of these companies, all US consulting operations of Ramboll were consolidated into our existing operating company, Ramboll Americas Engineering Solutions, Inc., in September 2023. Today, Ramboll Americas Engineering Solutions, Inc. (Ramboll, formerly ENVIRON International, Ramboll Environ, Ramboll US Corporation, and Ramboll US Consulting, Inc.) and our more than 2,100 Americas employees are pleased to support the State of North Carolina Department of Commerce, Division of Community Revitalization (DCR).



**230 global offices**

**in 32 countries; 70 offices across three countries in the Americas**



**18,500 employees**

**2,150 people in the Americas**

**Ramboll has been performing environmental and engineering projects in North Carolina for over 30 years.**

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

Ramboll's experience is unmatched in performing HUD 24 CFR Part 58 reviews for disaster recovery projects in the Southeast US, including North Carolina as well as other states including Louisiana, South Carolina, New York, Texas and Florida. Ramboll has completed or is working on nearly 250 individual CDBG-DR HUD projects, and we have evaluated more than 50,000 properties under the various housing programs over the past decade and thousands more prior. We are familiar not only with the programs and specific projects which could be managed under this contract, but with the reviewers at HUD regional offices and in Washington, D.C. This experience extends into a potential to serve a comprehensive suite of services for this project including policy, procedures, technical assistance as well as Environmental Review Records and other Special Studies as may be required. A key qualification differentiating Ramboll from our competitors is that Ramboll's primary business focus remains in the area of evaluating and mitigating human exposure to environmental and safety hazards, particularly as they can be identified and addressed as part of a disaster recovery grant management process.

**Examples of projects of similar type and size performed within the last five years are included within Section 6 of this proposal.**

Our proposed team has been performing HUD NEPA compliance under 24 CFR on behalf of state government and subrecipients for more than eighteen years. Our technical depth, breadth, knowledge of Parts 51, 55, and 58 and proven track record of delivering high quality Environmental Review Records (ERRs) is unmatched. Specifically, Ramboll offers global expertise with respect to the qualifications of its staff to address hazards and impacts of any nature: toxicological, ecological, industrial, public safety, or human health. Ramboll has extensive specialized experience that is similar in all respects to this work, including work in North Carolina in both the public and private sectors.

Ramboll's NEPA expertise extends beyond HUD into a number of other regulatory and specialized arenas. Such experience offers solutions and approaches that have been successful in other parts of the country and in other federal or state agencies.

We are just as strong in conducting environmental reviews for non-housing projects as we are for housing projects and our non-housing experience is broad, covering buildings, fisheries, schools, streetscapes, drainages, utilities, recreational grounds, theatres, libraries, critical infrastructure and a host of various types of critical facilities such as fire and police stations. Below we describe our engagements and extensive experience working with various government entities ensuring compliance with HUD regulations as well as other environmental concerns.

Most significant with respect to this proposal is our current and previous contracts with the Louisiana Office of Community Development, under which Ramboll since 2007 has developed and implemented project customized systems and tools and has been delivering ERRs for the past eighteen years for statewide programs and activities. Ramboll has no "learning curve" with respect to either Parts 51, 55, 58 or the Executive Orders, the processes in place, requirements or any other administrative or technical aspect of large-scale disaster recovery as we have successfully performed this kind of work every day at Ramboll for nearly two decades for our clients. However, we are also committed to being adaptive, finding innovative ways to do this work more accurately and more economically as proven by the methods and tools developed for conducting reviews of hundreds of infrastructure activities and thousands of single-family housing sites affected by recent disasters.

Additionally included within Section 6 of this proposal in response to Appendix H of this RFP Ramboll has incorporated examples of projects of similar type and size performed within the last five years.

## Ramboll's approach to fulfilling task orders, including how qualified personnel will be identified and assigned.

### Approach

Ramboll pledges to work close with the DCR, program staff and grant applicants to execute a project management approach and methodology successful for housing, infrastructure and economic development programs alike. Ramboll's focus is our clients and the communities we serve to deliver environmental and program consulting services of the highest quality. Our approach is to further improve the infrastructure, technology, internal processes and staff and external communications that have been established to ensure compliance with 24 CFR Parts 51, 55, 58 in a timely, economic and efficient manner that minimizes unnecessary burdens to projects. Our project management approach is designed to allow for smooth transitions of staff amongst our clients or at Ramboll while still delivering the highest quality deliverables, on time and on budget.

The management approach for this project has been designed to function as an extension of the State's DCR staff. Functionally, Ramboll proposes a Principal/Project Officer to execute work orders, ensure staff and resource commitments, to bring technical expertise to critical issues as needed, and to assist DCR in evaluation of specific policy or interpretation issues. The primary driver for work assignments under this contract is proposed to be performed by a Project Director who will work closely with the Program Managers and Project Managers across the State to complete work. The Program Director and Program Managers work closely between the DCR staff and the various grant project contacts representing or assisting the Responsible Entities or Applicants. The approach allows staff at DCR to obtain timely responses no matter what level the question may be, from higher level interpretations to specific status on an inspection for a particular site, because the staff assignments within Ramboll are transparent and available to DCR at all times. Ramboll has found that this continuity allows for coordination, efficiency and positive relationships that result in more accurate, timely and compliant environmental reviews and that allows the DCR staff to plan their workload and to anticipate deliverables.

Every Task Order or even individual environmental review includes at least one auditor and a project manager. To reduce human error, our work systems and databases have reduced manual re-entry or exchanges to a minimum. Nevertheless, every deliverable is peer reviewed at Ramboll prior to submittal to client by someone other than the auditor. Finally, Ramboll realizes that no matter how successful the process has been, every project or program poses new challenges, often including complex situations not previously experienced by either state or federal officials. It is this proven ability to adapt to new challenges and provide expertise and advice that distinguishes Ramboll from all its competitors.

While Ramboll has been conducting hundreds of infrastructure and tens of thousands of housing environmental reviews for clients over the last 18 years and has developed a "state of the art" streamlined approach that results in ERR's of the highest quality, we also realize that the successful company must be challenged with coming up with solutions and concepts to solve difficult problems while being ever mindful of costs. Innovation must remain compliant; however, Ramboll's in-depth knowledge of HUD regulations, policies, memorandums, precedent, and typical audit findings will always be a foundation from which "a better way" can be found to serve the public.

## Ramboll's experience and a discussion of Scope of Work for Tasks 1, 12, and 17

### Task 1 – Development of Policies, Procedures, and Standard Operating procedures (SOPs)

Ramboll has experience in policy development, written procedures and creation of standard operating procedures for clients from municipal/public entities, to commercial, and even global industrial scales. Ramboll has included response to Task 1 of this RFP so that our staff can be available as a resource to the DCR to provide experience and lessons learned from the many successful and large scale CDBG Disaster Recovery programs that our team of personnel have been involved with. Our staff of engineers, scientists and policy analyst can be a source for work product development and planning to insure compliant, effective, and quality projects taken with goal of stronger and resilient communities.

Ramboll has taken an integral part in the development of policy specific to past programs and funding allocations. Ramboll's team has been involved in data gathering and development of strategy for defining activities in HUD Actions Plans, the writing of Standard Operating Procedures for 24 CFR Part 58 Environmental Reviews specific to major programs and has assisted with the developed of materials for use by staff for HUD Monitoring/Audits.

Through an understanding of the DCRs existing and future programs, prior challenges of past recovery efforts in combination with the nuisances of 24 CFR 58 requirements; Ramboll can provide value to DCR staff during the development of policy. This may include but is not limited to various Homeowner program objectives and alternatives, as well as for Infrastructure and Resilience Projects and Commercial District Revitalization Programs.

Aside from HUD CDBG-DR specific experience, Ramboll has written environmental, health and safety (EHS) policies for a large number of multi-national companies over the past 30 years. For private industry, our policy development work has been provided at the corporate, business unit and site levels. Ramboll has also developed EHS policies for public organizations as well, including airports, ports, municipalities and other government organizations. Ramboll has developed policies on a wide variety of EHS topics, including but not limited to:

- Technical environmental issues such as air, water and waste management;
- Occupational health and safety topics such as confined space entry, working at heights, chemical hazard communication, electrical safety, powered industrial vehicles, hot work;
- Industrial hygiene topics such as indoor air quality, heat stress prevention, hearing conservation, ergonomics;

### **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

- Process safety management topics such as mechanical integrity, alarm management and facility siting;
- Overarching EHS management topics such as sustainability, risk assessment, roles and responsibilities, training, auditing, management of change, selection/management of contractors, incident investigation and crisis/emergency management.

In addition to developing the policies, Ramboll also supports implementation through awareness and competency training, inspections, audits and leadership workshops.

The following list is a representative sample of the companies/organizations for which Ramboll has developed EHS policies:

The following list is a representative sample of the companies/organizations for which Ramboll has developed EHS policies:

• Indorama Ventures	• Schneider	• Grainger
• PepsiCo	• Gulfstream	• Marathon
• Frito-Lay	• Meta/Facebook	• McCormick

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

For this contract, it will be critical to not only function seamlessly with DCR environmental staff but as an extension of DCR to provide strategies and guidance for new programs, to assist in audits and documentation of compliance, to provide legally defensible documents, to ensure project records are fully populated, and to adapt to possible changing regulatory requirements. We know this because we have been working side-by-side with HUD disaster recovery clients since 2007 and understand that the successful firm must be able to provide input, advice, alternatives and solutions particularly for new staff and management. Equally as important is having the “history” on how HUD and other federal/state agencies or stakeholders have reached the current policies, procedures and regulatory interpretations for the environmental review processes and reports to date.

Simply put, this is where Ramboll’s value is tangible and distinct from other consultants. One of the highly relevant characteristics that has been proven over the years is Ramboll’s responsiveness to clients with respect to challenging issues that need a fresh approach and defendable basis for achieving compliance at the lowest possible cost and highest potential efficiency.

On a day-to-day basis, Ramboll will be there to support the DCR and is committed to this high level of response and collaboration.

Ramboll also offers extensive community planning expertise in developing climate adaptation plans that are action-oriented and focused on implementation. Our multi-disciplinary team includes planners, engineers, and ecologists with experience evaluating projected climate hazards, modeling future flood scenarios, conducting vulnerability assessments, and developing climate adaptation actions including capital projects, land use regulations, and program/policy recommendations. We have developed resilience plans for a wide range of communities and site conditions, including coastal, riverine, and lake conditions that address sea level rise, storm surge, and extreme rain/cloudburst events. Our prior work experience includes developing climate adaptation plans for barrier islands, bay-side communities, inland riverine communities, and inland lake flooding conditions. As an international firm with a strong US presence, we have the ability to staff projects with US-based experts while also drawing from innovative expertise from around the world. Our recent project experience on community planning projects for coastal resilience and climate adaptation includes work through the Resilient NJ program, the Buffalo Coastal Resiliency Study, the Southwest and Buzzard Point Flood Resilience Strategy in D.C., the Lake Ontario Resiliency and Economic Development Initiative (REDI), and the NY Coastal

## **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

Lakeshore Economy and Resiliency (CLEAR) Initiative. In addition, Ramboll staff have experience working on NY Rising Community Reconstruction Plans in the aftermath of Superstorm Sandy.

At Ramboll, we believe that planning for resilient communities begins with stakeholder outreach and engagement. It is critical to work with community stakeholders to build consensus on action items and facilitate implementation. Local stakeholders are the deepest source of information on the community's greatest priorities, as well as vulnerabilities to climate hazards. Community input also helps our team identify co-benefits that can support adaptation measures by improving quality of life and community resilience. Our scientists, engineers, planners, and outreach specialists meet with, listen to, and ask questions of stakeholders to gain an understanding of on-the-ground conditions. This information is then included in the design and planning for field investigation and reconnaissance, hazard assessments and inspections, geomorphological assessments, topographic and bathymetric survey collection. We are experienced at incorporating complex technical data into simplified and easy to understand documents for public dissemination. We have demonstrated success in developing and executing community engagement plans to solicit information and feedback from local residents, workers, business-owners, community organizations, and other stakeholders. In addition to in-person meetings, workshops, and focus groups, our team leverages online technologies such as StoryMaps, virtual meeting applications, and online survey tools to maintain stakeholder contact and continue to receive valuable insights.

The efforts of the engineers, scientists and planners who conduct stakeholder engagement meetings, perform field assessments, develop H&H models, research flood history, develop and sketch mitigation alternatives, and develop cost estimates, ultimately culminates into a report stakeholders can use to improve their short- and long-term resiliency and become better prepared for respond to and recover quickly from future disasters. Our team has worked alongside local, regional, and state officials to develop comprehensive and effective community climate adaptation plans as part of a range of state programs. Our reports provide the watershed history, environmental and cultural conditions, permitting requirements, analysis methodologies and outcomes, sketches, benefit-cost analysis, and construction cost estimates. The reports provide a roadmap for stakeholders to advance a mitigation alternative from concept to construction.

Comprehensive community planning related to mitigation of natural disasters has been a core practice in Ramboll for many years, with a number of examples where these plans have been not only been adopted by local jurisdictions, but they've also become a model for other jurisdictions. These projects have been so successful that government entities in the United States have traveled to Ramboll project sites overseas to better understand how they may adopt similar practices and policies in their planning for "cloudburst" events, coastal impacts and other natural disasters. A few of these projects spanning well beyond 5 years are described below and show the integration of Ramboll's HUD (Housing and Urban Development) NEPA (National Environmental Policy Act) expertise with comprehensive community planning.

## Task 17 – Environmental Review

Ramboll's experience performing all levels of environmental reviews in accordance with 24 CFR Part 58, for HUD CDBG-DR and MIT funded projects rivals that of larger firms—while providing focused technical support and engagement that is tailored to the needs and experience of the subrecipient. Ramboll has completed environmental review records for hundreds of infrastructure projects and has evaluated more than 45,000 residential properties under various housing programs over the past 10 years. Ramboll routinely dovetails environmental tasks and procedures into the overall CDBG-DR grant requirements, evaluation, and award process to seamlessly integrate environmental compliance with program implementation. With a wide breadth of expertise in other environmental regulatory areas, Ramboll's staff frequently conducts project and site-specific impact evaluations, including wetland delineations, biological assessments, noise studies, floodplain analyses, archaeological field surveys, air emission estimates in non-attainment areas, and other technical studies as well as assisting with obtaining necessary pre-construction environmental permits.

Ramboll has extensive, practical and recent experience completing all levels of environmental reviews including Exempt for services, studies, testing and other administrative activities that do not alter environmental conditions; Categorically Excluded Not Subject To 58.5 (CENST) / Categorically Excluded Subject to 58.5 (CEST) for those categories of activities which are known to have minimal impacts and do not involve extraordinary circumstances requiring an Environmental Assessment (EA) and Finding of No Significant Impact (FONSI) or Environmental Impact Statements (EIS). Ramboll also has extensive experience completing NEPA EAs and EIS' (though less common), as well as performing "tiered" environmental reviews in accordance with 24 CFR 58.15, including 'Tier 1' Broad Environmental Reviews and the subsequent 'Tier 2' Site-Specific Environmental Reviews of individual 'scattered sites' for both CEST and EA level activities. This encompasses stakeholder engagement, agency consultation, performing onsite investigation of each property and delivering findings and related grant conditions on a project specific basis in a format that can easily be managed and implemented. Furthermore, Ramboll employs the latest technology and web-based systems for data collection, reporting, and electronic delivery of all aspects of the reviews.

The depth and breadth of Ramboll's expertise understanding and applying HUD's policies and regulations under 24 CFR Parts 51, 55, and 58 and related Executive Orders is demonstrated by Ramboll's relevant project experience, with particular focus on the subtle but important differences between disaster recovery funding versus other federal funding sources. Ramboll's team includes subject matter experts with in-depth knowledge of every

### **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.

environmental compliance factor under consideration, including floodplain management, environmental justice, historical preservation, toxics, noise, wetlands and sensitive species, public/stakeholder engagement, air and water quality, farmlands, social and economic impacts, and other factors. In each of these areas, our team draws on practical, applicable, real-world experience to assist the program in developing effective and actionable best practices, operational policies and guidelines that support compliance with the statutory and regulatory requirements of Part 58.

Ramboll's primary business focus remains in the area of evaluating and mitigating human exposure to environmental and safety hazards. Ramboll is a full-service environmental services provider, that brings a wealth of experience in helping clients to comply with federal and state environmental and safety regulations, including air and water quality permitting; remediating contaminants in various media; evaluating human health and ecological risks; emergency planning, including engineering design for natural or man-made disasters; assessing impacts to sensitive resources; and conducting various types of baseline studies. This breadth and depth of NEPA-related services have helped Ramboll to deliver valuable solutions and approaches for rebuilding safer, more sustainable communities.

Ramboll possesses a risk-minded understanding of the ASTM 1527-13 Phase I Environmental Site Assessment process as it relates to HUD's "toxics" policy and related requirements for evaluating whether such impacts affect the "intended use" of the properties. Additionally, Ramboll knows how to translate those findings into potential risks to the State of Florida and strategies to minimize the State's financial exposure whether the hazards are lead, asbestos, Chinese drywall, or vapor intrusion concerns from contamination on or adjacent to the home.

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

Since Ramboll was founded in 1945, the responsibility for our employees, clients, nature, and society has been an embedded fundamental of our business behavior:

Ramboll promotes a safe work environment by ensuring that no project, client or schedule is more important than the health, safety, well-being, and security of our most important asset: our employees.

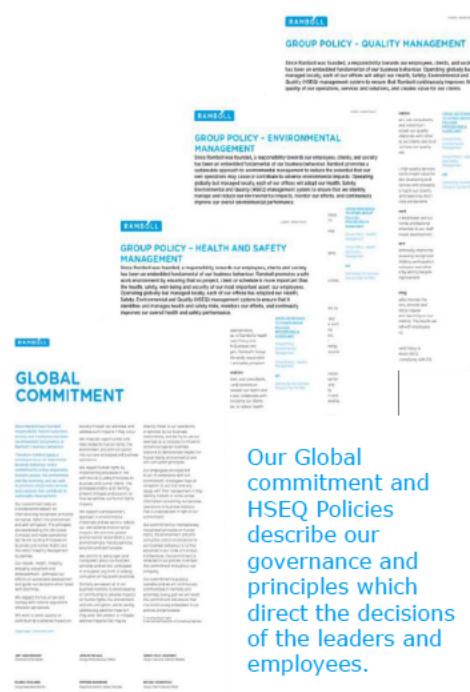
Ramboll promotes a sustainable approach to environmental management to reduce the risk that our own operations may cause or contribute to adverse environmental impacts.

Ramboll applies a continuous focus on responsible business behavior and is committed to acting responsibly with regard to people, the environment, and the economy, and we seek to promote and provide services and solutions that contribute to sustainable development. Our commitment rests on a fundamental respect for internationally recognized principles for human rights, the environment and anti-corruption as expressed by our Global Commitment.

- Operating globally but managed locally, each of our units/offices has or will adopt our How We Act system to ensure that Ramboll:
- Identifies and manages health and safety hazards, continuously improves our overall health and safety performance and monitors our efforts.
- Identifies, manages and reduces our environmental impacts, continuously improve our overall environmental performance and monitors our efforts.
- Continually improves the quality of our operations, services, and solutions to advance and create value for our clients.
- We have a set of policies describing our governance and principles which direct the decisions of the leaders and employees emphasizing 'Our Fundamentals'.

## Summary of staffing capacity, including the ability to scale quickly for both short-term and long-term assignments

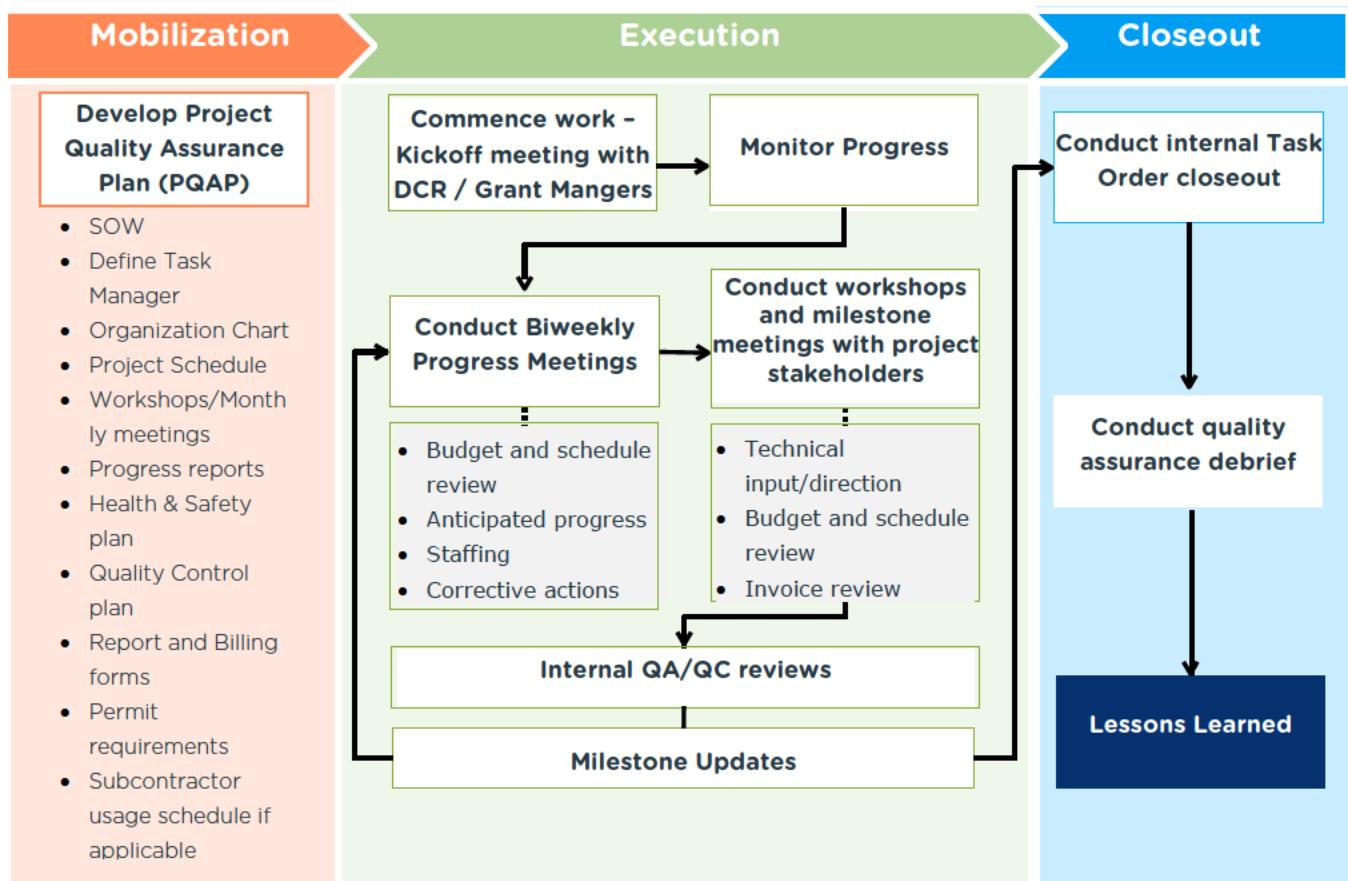
The core of the Ramboll team shown in the organizational chart located in the section below consists of professionals living and working within North Carolina and through primarily the southeast and gulf coast. The team also has significant additional trained and qualified staff to assist as needed, located in throughout the remaining United States. In addition to the technical staff currently identified; Ramboll has over 19,000 qualified employees in the global firm and over 2,000 in the US to assist as needed, with offices in, Charlotte, Raliegh, Atlanta, Baton Rouge, Nashville, Tampa, St. Louis, Denver, Chicago, Arlington, Princeton and other locations. Ramboll uses staff in all these offices to provide the best and most qualified staff to perform certain tasks or to assist on various Task Orders including asbestos inspections, noise surveys, Phase I ESAs, and heavy workload periods for NEPA Environmental reviews.



Our Global commitment and HSEQ Policies describe our governance and principles which direct the decisions of the leaders and employees.

Also, the Ramboll team includes proposing the addition of the following highly qualified subcontractor firm. *Coastal Environments, Inc. a SBA Woman Owned business providing proven additional capacity of experienced SHPO liaisons and SOI Qualified staff for Section 106 consultations in dealing with CDBG-DR programs.*

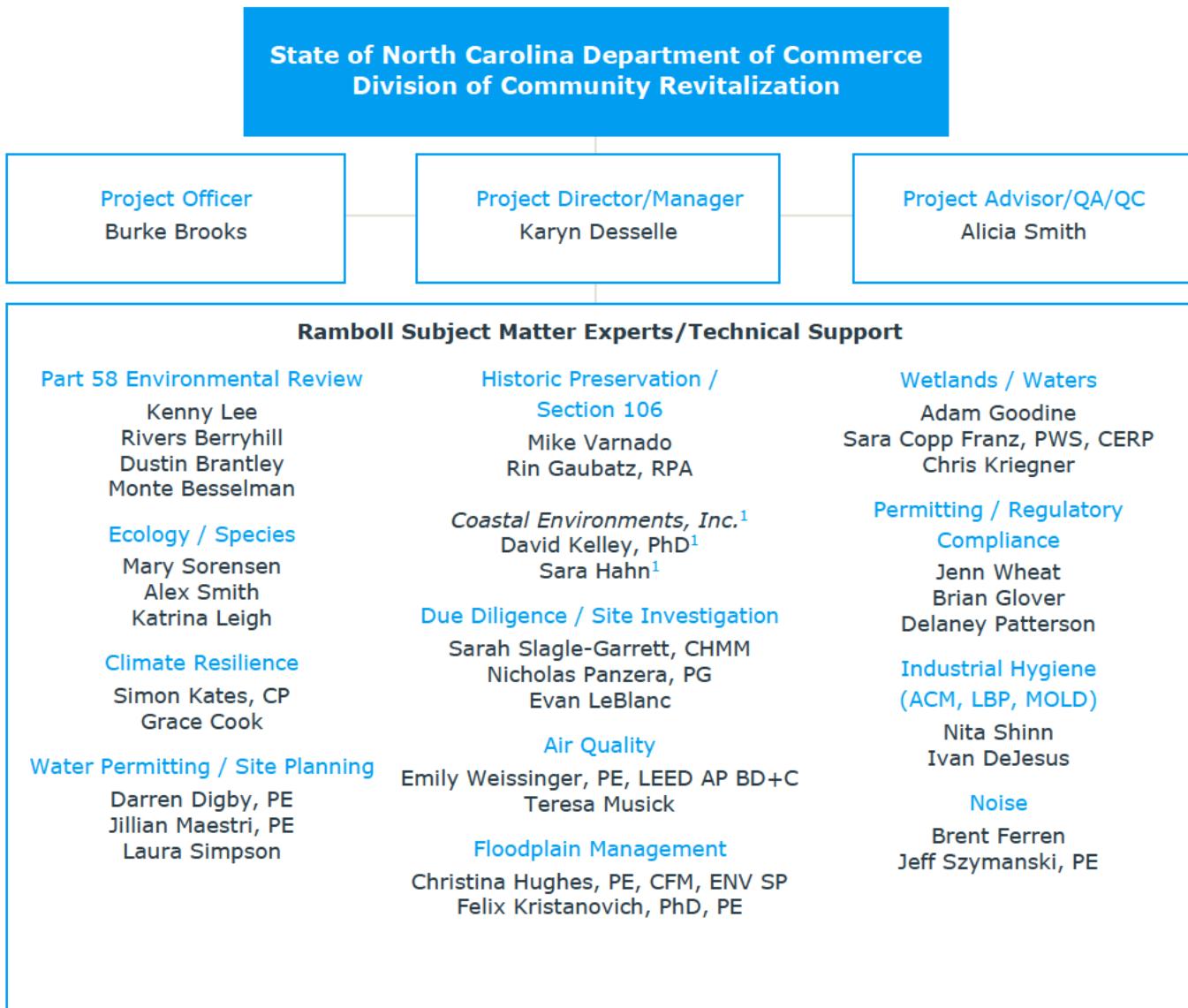
Ramboll has in place ability to respond to requests for services at small to very large efforts, with varying timeframes and the ability to complete project task orders in a timely and effective manner.



Ramboll's Project Management Plan offers systematic and comprehensive approach.

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

### Organizational chart



<sup>1</sup> = Coastal Environments, Inc will be utilized as a subconsultant for Historic Preservation/Section 106 needs.

***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.***

## 5. Resumes of Key Personnel

Below are short biographical summaries for the key personnel proposed for this program. Resumes for these individuals follow at the end of this section.



### 19 Years of Experience

**Skilled at navigating the intricate framework of NEPA-related laws and authorities and fostering collaborative relationships with federal, state and local regulators.**  
**Project Manager and NEPA reviews for multi-million-dollar state-administered housing and economic development programs.**

## Karyn Desselle Project Director

Karyn Desselle brings over 19 years of NEPA experience dedicated to delivering high-quality projects and ensuring client satisfaction. In addition to performing and managing NEPA reviews for multi-million-dollar state-administered housing and economic development programs, and highly complex energy, infrastructure and land development projects, she has engaged with grantees, subrecipients and stakeholders across the US to develop responsible environmental policies, align program and project design with regulatory environmental requirements, responsibly manage natural resources, and minimize environmental risk. Her experience includes federal procurement standards, URA, LEP, fair housing, public outreach, real property acquisition, permitting, document management systems, integrated data platforms and workflow enabled GIS, compliance audits and enforcement support. Her Project Management expertise includes:

- Managing staffing and budgetary resources in accordance with contract metrics
- Tracking and monitoring project tasks to ensure timely achievement of project milestones
- Identifying and implementing operational and logistical efficiencies.
- Developing financial projections and preparing forecasting reports, and
- Performing After Action Analysis.



### 18 Years of Experience

**Leads Environmental Review Records under Part 58 (HUD Funding) addressing compliance with local, state and federal regulations per HUD Guidance.**  
**Experienced in complex multimedia assessments and compliance, and an expert with respect to risk assessment-based investigation.**

## Burke Brooks Project Officer

Burke "BJ" Brooks is a Principal with Ramboll and an impact assessment and NEPA expert with experience amongst many Environmental Reviews and Programs. Working through complex multimedia assessments and compliance, he is also an expert with respect to risk assessment-based investigation techniques and performing RCRA-related assessments. His more than 18 years of experience and knowledge extends to include risk assessment investigation design and reporting, RCRA solid and hazardous waste permit compliance, ASTM Due Diligence (Phase I/Phase II ESA), odor sciences, remediation project design and cost evaluation, contractor procurement and management, Geographic Information System (GIS) data management and mapping tools, as well as numerous environmental permitting processes. He has experience in identification of environmental, health, and safety liabilities through extensive site assessments and compliance projects.



## Alicia Smith

### Project Advisor & QA

Alicia Smith is a Principal and impact assessment expert. She has over 23 years of experience in the environmental consulting field working as part of and leading teams primarily focused on major capital development projects. She works with the project teams to help understand their business risks and co-design integrated risk management strategies. She is focused on completing environmental social, and health impact assessment (ESHIA) work to meet international best practice (i.e., IFC, Equator Principles), as well as U.S. National Environmental Policy Act (NEPA) CATEX, EA and EIS for federal agencies and infrastructure clients. She is thoroughly familiar with both regulatory and procedural requirements of HUD funded programs.

**23 Years of Experience**

**Environmental, health, safety, and sustainability (EHSS) experience focused on capital project development and sustainability advisory services.**

**Her energy-related expertise is focused on impact assessment and sustainability.**

# KARYN DESSELLE

## Senior Consulting Manager

A Senior Managing Consultant with Ramboll, Karyn Desselle is a seasoned environmental professional with more than 19 years of NEPA experience. In addition to performing and managing NEPA reviews for multi-million-dollar state-administered housing and economic development programs, and highly complex energy, infrastructure and land development projects, she has engaged with grantees, subrecipients and stakeholders across the US to develop responsible environmental policies, align program and project design with regulatory environmental requirements, responsibly manage natural resources, and minimize environmental risk. Karyn is skilled at navigating the intricate framework of NEPA-related laws and authorities and fostering collaborative relationships with federal, state and local regulators. Her experience includes federal procurement standards, URA, LEP, fair housing, public outreach, real property acquisition, permitting, document management systems, integrated data platforms and workflow enabled GIS, compliance audits and enforcement support.

### EXPERIENCE

#### Project Management

Managing staffing and budgetary resources in accordance with contract metrics. Tracking and monitoring project tasks to ensure timely achievement of project milestones. Identifying and implementing operational and logistical efficiencies.

Compiling and processing invoices for services provided.

Providing oversight of subcontractors to ensure performance of scope of services contracted and provision of quality deliverables consistent with contractual stipulations. Developing financial projections and preparing forecasting reports. Performing After Action Analysis.

#### Federal Projects and Programs

Providing technical and advisory support, and increased capacity to grant recipients on matters related to environmental compliance for projects and programs receiving federal monies through the U.S. Housing and Urban Development's (HUD) Community Planning and Development (CPD) Programs including Community Development Block Grant (CDBG) (Disaster Recovery and Mitigation), Community Compass Technical Assistance and Capacity Building Program (TA), U.S. Department of Agriculture (USDA) Rural Development (RD), and the Department of Homeland Security (DHS) Federal Emergency Management Agency (FEMA) Public Assistance (PA), Individual Assistance (IA), Hazard Mitigation Grant Program (HMGP), Hazard Mitigation Technical Assistance Program (HMTAP), and Sheltering and Temporary Essential Power (STEP) Program. Collaborating with program administrators to develop policies and procedures that align with program guidelines. Facilitating



### PROJECT ASSIGNMENT

Project Director / Manager

### TOTAL YEARS OF EXPERIENCE

19

### EDUCATION

Bachelor of Science, Biological Sciences

projects focused on single and multi-family housing, economic development, agriculture, infrastructure and energy.

**National Environmental Policy Act (NEPA)**

Conducting and overseeing the preparation of NEPA environmental reviews for all levels of activities (Exempt, Statutorily Excluded, Categorically Excluded, Environmental Assessment, Environmental Impact Assessment and Tiered Environmental Reviews). Performing informal and formal consultation with regulatory agencies at the state and federal level including the EPA, ACE, NOAA-OCRM, FWS, NRCS, ACHP, NPS, State and Tribal Historic Preservation Offices, and State Clearinghouses. Facilitating effective outreach campaigns designed to foster meaningful engagement with stakeholders and the public. Aligning statutory and regulatory requirements for joint reviews with FEMA and co-lead agency reviews between HUD and the Federal Highway Administration (FHWA).

**Audits and Compliance Monitoring**

Assisting state-level grantees undergoing HUD OIG and OEE audits. Guiding the implementation and/or enforcement of appropriate corrective actions and responding to monitoring requests. Composing monitoring plans for subrecipient-managed programs to assess compliance with the environmental provisions within the applicable Federal Register Notice(s) and grant agreement. Conducting third party compliance monitoring of grantees.

**PROJECTS****NCORR Program Review, Raleigh, NC, Hunt, Guillot & Associates, 2023**

Ramboll reviewed, as requested by HGA, environmental and program related materials for the North Carolina Office of Recovery and Resiliency (NCORR). Ramboll will provide review of program policies, procedures, environmental review records, etc. and give considerations verbally and/or in writing for potential efficiencies and improvements upon regulatory compliance.

**Environmental Services – Community Development Block Grant (CDBG), Baton Rouge, LA, Louisiana Housing Corporation, 2024-2027**

Ramboll provided environmental services to the Louisiana Housing Corporation under the federal CDBG disaster recovery program.

**Lee County, FL CDBG Environmental Reviews, Fort Myers, FL, Hunt, Guillot & Associates, 2023-2026**

Ramboll provided support for CDBG environmental reviews for the Lee County, FL disaster recovery program as a subcontractor to HGA.

**Environmental Consulting Services, Baton Rouge, LA, Office of Community Development, 2023-2026**

Ramboll provided various environmental consulting services to the State of Louisiana Office of Community Development including federally funded community infrastructure, HUD, disaster recovery, etc.,

**Montgomery Co - San Jacinto Watershed CDBG-MIT, Montgomery County, TX, Hagerty Consulting, Inc., 2025-2026**

Ramboll provided Part 58 ERR and Special Studies including US Army Corp permit support for CDBG-MIT projects within the San Jacinto watershed tributaries.

# BURKE J BROOKS, III

## Principal

Burke "BJ" Brooks is a Principal with Ramboll and an impact assessment and NEPA expert with experience amongst many Environmental Reviews and Programs. Working through complex multimedia assessments and compliance, he is also an expert with respect to risk assessment-based investigation techniques and performing RCRA-related assessments. His more than 18 years of experience and knowledge extends to include risk assessment investigation design and reporting, RCRA solid and hazardous waste permit compliance, ASTM Due Diligence (Phase I/Phase II ESA), odor sciences, remediation project design and cost evaluation, contractor procurement and management, Geographic Information System (GIS) data management and mapping tools, as well as numerous environmental permitting processes. His extensive onsite environmental investigation experiences include sampling and remediation oversight in sediment, soil, groundwater, surface water, ecological and waste media. He has experience in identification of environmental, health, and safety liabilities through extensive site assessments and compliance projects, and he serves as a Health and Safety leader for the Ramboll.

## REPRESENTATIVE EXPERIENCE

### NEPA Experience

Performed numerous Environmental Assessments under Part 58 (HUD Funding) addressing compliance with local, state and federal regulations and ordinances per HUD Guidance. Expertise in projects and grant programs in housing, education, fisheries, public community, commercial and industrial applications for compliance with applicable regulations for use of federal funding and emergency action funding. Program manager for multiple projects and programs that include rapid field data collection and GIS impact assessment mapping of thousands of individual activity locations. Have lead the preparation and technical review of NEPA related studies and assessments in support of develop projects, including Section 106 Consultation processes per the National Historic Preservation Act.

Environmental Services for State of Louisiana, Office of Community Development – Contract Program Manager for the ongoing Environmental Services for State of Louisiana. Projects include the Restore LA Homeowner Assistance Program, Ramboll has been responsible for overall coordination and completion of policy development and Environmental Review Records with LA OCD staff for over 25,000 property reviews for the 2020 and 2021 Storms.

Ramboll completed the Statewide Federal Assistance for Homeowner Recovery Programs – Tier 1 – Environmental Review Records for Louisiana on a regional basis. These



## SPECIAL COMPETENCIES

Hazardous and solid waste  
Human health risk assessment  
Investigation and remediation  
Brownfields  
NEPA  
Ecological risk assessment  
Environmental planning

## PROJECT ASSIGNMENT

Project Officer

## TOTAL YEARS OF EXPERIENCE

18

## EDUCATION

BS, Environmental Management Systems

## COURSES/CERTIFICATIONS

2017 CPR - AED Certification  
2017 First-Aid  
2015 Hazardous Waste Operations and Emergency Response - 40 hour OSHA HAZWOPER

## MEMBERSHIPS

American Society for Testing and Materials (ASTM)

programmatic evaluations continue to be the precedent and current scoping for the ongoing ERRs under the Restore LA Homeowner Assistance and Louisiana Watershed Initiative Statewide Buyout Programs. Additionally coordinated, conducted and completed site specific "Tier 2" NEPA Checklists for the for the State of Louisiana. This included coordinating and uploading all associated required studies for individual applicants as necessary such Section 106 consultations and establishing specific grant/loan conditions for each residence as reflected in the Tier 1 Environmental Assessment.

Isle de Jean Charles Resettlement – Ramboll worked with the State of Louisiana and various stakeholders in the development of comprehensive community plans for a major new "greenfield" community project. Ramboll provided the NEPA environmental assessments and other environmental services including ASTM Phase I ESA, Cultural Resource Investigation, and US Army Corps Wetlands Delineation/Permitting for the Isle de Jean Charles a HUD awarded Community Development Block Grant National Disaster Resilience project for the resettlement of a coastal community in southern Terrebonne Parish. Administered by Louisiana's Office of Community Development/Disaster Recovery Unit, the Isle de Jean Charles Resettlement is resettling a coastal island community in the southernmost area of Terrebonne Parish. During the Phase I and EA studies, various sensitive areas such as floodplains, wetlands, and archaeological sites were identified on the tract. Ramboll worked closely with the design team, which among many other detailed considerations, made a deliberate effort to exclude all structures from being within the 100-year floodplain and wetlands and, while maintaining avoidance of identified archaeological localities. Based on nearly the entire remaining tract residing within the 500-year floodplain, the residential homes are all designed at a minimum to be elevated to above applicable Base Flood Elevation. The project is unique in that this is the first of such projects in the relocation of an entire community to a resilient and historically contextual community that is less prone to flooding and coastal hazards. Ramboll played a significant role in uncovering sensitive environmental areas and issues and worked with the design team to create a safe and resilient resettlement community.

NEPA support of United States Army Corps of Engineers permit applications – Ramboll as Permitting Agent for clients during Army Corp permit applications, Mr. Brooks has provided multiple greenfield development clients with support of various NEPA required studies and processes including wetland and US waters delineation, traffic studies, T&E species and biological assessment, noise studies, viewshed analysis, and cultural resources investigations including both archaeological and built resources along with advisory services throughout the NHPA Section 106 Consultation process.

DOE funded NEPA Environmental Assessment for a bio-diesel refinery – Assisted the preparation of NEPA compliance documentation for a Department of Energy Environmental Assessment for the grant funded construction of a joint venture alternative fuels facility sited in the US Gulf Coast.

### **Multi-Media Compliance**

Extensive Due Diligence projects related to fabrication, oil and gas, and industrial equipment supply industries. Auditing and compliance of production facilities, including onsite fuel storage Spill Prevention, Control and Countermeasure Plans, and Storm Water Pollution Prevention Plans as well as general air and water permitting needs. Multi-media environmental compliance database used to ensure compliance with operating permits.

Spill Prevention, Control and Countermeasure Plans and Storm Water Pollution Prevention Plans for various industrial facilities. Coastal Use Permitting processes and mitigations for major industrial expansions and installations of civil infrastructure.

# ALICIA SMITH

## Principal

Ms. Smith has more than 23 years of environmental, health, safety, and sustainability (EHSS) experience focused on capital project development, merger and acquisition support, and sustainability advisory services. As a team leader, she has work on these projects in the U.S., Latin America, Central America, Europe, and China. At Ramboll, Ms. Smith's practice centers on projects that employ best practices and create value for clients by delivering solutions that are environmentally, economically, and socially sustainable. Her experience is part of energy-related services, where she contributes toward:

- Impact assessment: Planning and permitting for infrastructure and energy projects.
- Sustainability services: materiality, risk assessments, communication strategies, program development, management systems, and ESG reporting concentrating on core business priorities and opportunities. Merger and acquisition support: environmental, health, and safety (EHS) and environmental, social, and governance (ESG) due diligence for mergers, acquisitions, and divestitures with a focus on risk exposure and competitive advantage.

## PROJECTS

### Community Development Block Grants (CDBG) Brazoria County, Texas NEPA Environmental Reviews

Projects are being performed under Housing and Urban Development (HUD) regulations as part of the rebuilding after extreme weather events impacted the county. The National Environmental Policy Act (NEPA) reviews considered impacts to a wide variety of environmental, social and infrastructure elements and required a fast-paced response.

### Environmental Assessment for HUD, Texas

Led the development of an Environmental Assessment under National Environmental Planning Act for lead federal agency HUD. The project was for utility infrastructure improvements in an economically disadvantaged community (EJ community) of Tamina in Montgomery County, Texas.

### McGuire Woods - ULA NEPA Support, Cape Canaveral, FL, United Launch Alliance, LLC, 2024-2025

Ramboll evaluated environmental impact assessment for launch complexes at Cape Canaveral, FL and advised ULA accordingly.

### BP: Midwest Integrated Energy Hub Concept Development Permitting, Houston, TX, bp International Limited, 2023-2024

Hydrogen Hub DOE Application Support Services; NEPA, Permitting, and Environmental Justice



## SPECIAL COMPETENCIES

Capital Project Development, Merger and Acquisition Support, and Sustainability Advisory Services

## PROJECT ASSIGNMENT

Project Advisor/QA/QC

## TOTAL YEARS OF EXPERIENCE

23

## EDUCATION

MS, Environmental Science  
BA, Geography

## COURSES/CERTIFICATIONS

Registered Environmental Manager

2022 Equitable Origins Lead Auditor

2023 40-Hour HAZWOPER

## MEMBERSHIPS

American Society for Testing and Materials (ASTM)

**BP: Midwest Integrated Energy Hub Concept Development Permitting, Houston, TX, bp International Limited, 2023**

Hydrogen Hub DOE Application Support Services; NEPA, Permitting, and Environmental Justice

**DOE Grant Application Support, Louisiana, 2022, Subject Matter Expert**

Senior reviewer for grant application related to Regional Initiative to Accelerate Carbon Capture, Utilization, and Storage (CCUS) Deployment: Technical Assistance for Large-Scale Storage Facilities and Regional Carbon Management Hubs DE-FOA-0002799. Work included input on the approach and content for the Community Benefits Portfolio (1) a Diversity, Equity, Inclusion, and Accessibility Plan (DEIA) Plan, (2) a Justice40 Initiative Plan Development Proposal, (3) an Economic Revitalization and Quality Jobs Questionnaire, and (4) Community and Stakeholder Engagement Plan Development Proposal).

**Environmental, Social Health Impact Assessment (ESHIA), Industrial Chemical Manufacturing Facility with Power Component, Louisiana**

Technical Leader for one of the largest proposed capital projects in the Gulf Coast, which included development of power generation and interconnections. Work included biological surveys and mitigation, cultural surveys and mitigation, endangered species surveys and planning, 316(b) water withdrawals, storm water management, floodplain planning, Phase I/II environmental site assessments, multi-media permitting, and agency interactions. Work also included development of a voluntary impact assessment and rigorous stakeholder engagement and planning. Engagement with environmental justice communities was a key component of the project.

**Environmental Justice Assessments, U.S.**

Conducted planning and review of multiple renewable and energy transition project developments for stakeholder engagement planning purposes. Project areas were screened using U.S. EPA and state level screening tools and documented results and considerations. The result was a summary and set of recommendations to carry forward.

# KENNY LEE

## Senior Managing Consultant

Kenneth Lee has more than 33 years of experience providing EHS regulatory and compliance support. His Process Safety Management (PSM) experience includes the development and implementation of the 14 elements of PSM with a focus on PSM compliance audits and Process Hazard Analysis (PHA) using the Hazard and Operability Analysis (HAZOP). As a Manager at Ramboll, he specializes in providing EHS regulatory and compliance support, including multimedia compliance auditing to numerous industry sectors with emphasis in the chemical, petrochemical, manufacturing, spirits, and food sectors. This support includes regulatory determinations for both state and federal hazardous waste regulations (RCRA), Solid Waste, LPDES/NPDES, SPCC, FRP, SWPPP, CERCLA and RMP. Mr. Lee also conducts NEPA reviews evaluating the environmental and human resource impacts of Housing and Urban Development (HUD) funded projects for disaster recovery.

### EXPERIENCE ITEM

Served as program director for performing NEPA Tier 2 Assessments on over 19,000 individual homes affected by the multiple flooding events of 2016 that affected nearly the entire state of Louisiana. This work was conducted as a subcontractor to a prime contract with the State of Louisiana with report deadlines of 1,000 homes per week, requiring high performance technology tools and extensive team coordination. Additionally, completed the Tier 1 Environmental Assessment for this housing project under direct contract with the state.

### Cameron Parish School Board

Performed NEPA review under 24 CFR Part 58 for a proposed Vocational Technical Training Building in Cameron Parish in the aftermath of Hurricane Rita. The school is located in a coastal high hazard area and was subject to Federal Emergency Management Agency (FEMA) and HUD standards. Worked with the school board and the Louisiana OCD to review plans and specifications, alternatives analysis and mitigation requirements to successfully complete an environmental review record.

### State of Louisiana, Office of Community Development

- Louisiana Land Trust (LLT) Orleans Parish, St. Bernard Parish, Jefferson Parish, Plaquemines Parish and Terrebonne Parish.** Performed ERRs for approximately 8,300 residential grant assistance locations.
- Washington Parish Communication Tower** – As an auditor, provided an Environmental Assessment for the construction of a 400-foot tall radio communication tower and support shelter, including associated communication equipment, electrical equipment, and a 40KW generator to provide uninterrupted power in Washington Parish Louisiana.



### SPECIAL COMPETENCIES

Chemical safety (RMP, PSM, etc)  
 Compliance auditing  
 Emergency Planning Community  
 Right-to-know (EPCRA)  
 Hazardous and Solid Waste, RCRA  
 Health and safety management  
 systems  
 ISO 14000  
 NEPA) assessment  
 Oil

### PROJECT ASSIGNMENT

Part 58/Environmental Review

### TOTAL YEARS OF EXPERIENCE

33

### EDUCATION

BS, Industrial Technology

### COURSES/CERTIFICATIONS

2015 ISO 14000 Internal Auditor  
 2015 Certified Occupational Safety Specialist  
 2015 Level A HAZMAT  
 2015 Incident Command in the Unified Command System  
 2015 Six Sigma Black Belt

### MEMBERSHIPS

Auditing Roundtable

- **Saint Mary Parish Morgan City Ice House and Cold Storage Facility** – As an auditor provided an Environmental Assessment on demolition of the existing facility, rehabilitation of the timber wharf/loading dock, construction of a new office building with public ADA comfort stations, the installation of two 10-ton ice makers with appurtenant units and cold storage and parking, ADA accessible. The facility is located at the existing Morgan City Waterfront.
- **Tangipahoa Parish Library in Amite, La.** – As an auditor provided an environmental assessment on the construction of a new public library approximately 18,000 square feet in area comprising two stories and included expanded building area for administration, technology, children's reading areas and a large meeting space.
- **Iberia Parish Government Bridge Replacement** – As an auditor provided an environmental assessment on the replacement of two bridges which were considered weak links in the Iberia Parish road system and were considered structurally inadequate to withstand the forces associated with surge waters and riverine flooding from storms such as hurricanes.
- **Calcasieu Parish Consolidation and Expansion of School Board Facilities** – As an auditor provided an environmental assessment on the project involving the completion of the necessary construction/renovation of public facilities, including the relocation of the School Lunch Program from its current location, the renovation of the soon to be vacated School Lunch Program facility to accommodate the location of expanded services of the College Street Trade & Industry Workforce Development Program, and the construction of a hard-surfaced, 50-space bus parking facility to be located at the Consolidated School Board Facility.
- **Beauregard Parish Downtown DeRidder Revitalization:** Restoration of the Old Post Office – As an auditor provided an environmental assessment on the restoration/ refurbishment of the Beauregard Parish Old Post Office building which will serve as the permanent location of the Beauregard Parish Tourist Commission.
- **Plaquemines Parish Pump Stations Quiet Rooms** – As an auditor provided an environmental assessment on the construction of quiet rooms at nine existing pumping stations located in Plaquemines Parish. The quiet rooms will alleviate hazardous conditions to parish personnel required to maintain flood protection and storm water management services, which is considered one of the most critical parish government public services provided to the citizens of this parish.
- **Plaquemines Parish Consolidated Government Complex** – As an auditor provided an environmental assessment on renovations to three buildings, formerly part of the hospital complex on the Metropolitan Development Center site, were renovated for use by the District Attorney, Clerk of Court and Assessors offices.
- **South Plaquemines High School Access Bridge** – As an auditor provided an environmental assessment on additional access (bridge) from LA Highway 23, the major transportation artery through the Parish, to accommodate the number of students and faculty attending the new school, as well as facilitation of emergency vehicles in the event the access from LA Highway 11 is blocked.
- **Plaquemines Parish Davant and Empire Parks Improvements** – As an auditor provided an environmental assessment on the construction of concession and restroom facilities, bleachers, installation of field lighting, construction of open-air pavilions, concrete walking paths, approximately 600 linear feet of train track constructed of aluminum rails with treated wooden ties to include a battery powered train with five riding cars and a storage building with passenger loading area and electrical connections for train battery charging.
- **Plaquemines Parish Tidewater Road Drainage** – As an auditor provided an environmental assessment on the re-construction of approximately 9,000 linear feet of Tidewater Road, located in Venice, Louisiana, from Coast Guard Road to the entrance to the TARGA Refinery, from its current elevation of 2.5' NGVD to 5' NGVD. The project included incidental items of construction such as temporary staging/storage areas, drainage facilities, canal crossings, and utility relocations.
- Coordinated, conducted and completed more than 200 problem drywall inspections of homes applying for assistance under the Louisiana Road Home Action Plan.

# RIVERS BERRYHILL

## Senior Consultant

As a Senior Consultant with Ramboll, Rivers Berryhill uses her unique background in archaeology and the environment to focus on Environmental Impact Assessments, Housing and Urban Development (HUD) programs, and National Environmental Policy Act (NEPA) projects. Her experience includes HUD's Part 58 Environmental reviews, Section 106 Desktop reviews, National Housing Trust Fund (NHTF) reviews, Continuum of Care (CoC) reviews, Historic Preservation Grant (HPG) reviews, Phase I and II cultural resource investigations, and mold and asbestos inspections and testing. Mrs. Berryhill is a Registered Professional Archaeologist (RPA) with a solid knowledge of the state and federal programs affecting disaster recovery and she is adept at navigating the state and federal processes.

## EXPERIENCE

### Federal Projects and Programs

Provided technical and advisory support to clients as they navigate the environmental review process to receive federal monies through a variety of projects including Community Development Block Grant (CDBG) (Disaster Recovery and Mitigation), U.S. Department of Agriculture (USDA) Housing Preservation Grant (HPG), Federal Emergency Management Agency (FEMA) Public Assistance (PA), Hazard Mitigation Grant Program (HMG), the National Housing Trust Fund (NHTF), and the Continuum of Care (CoC) program. Provided guidance to Community Housing Development Organizations (CHDOs) and organizations using Low-Income Housing Tax Credits (LIHTCs).

### National Environmental Policy Act (NEPA)

Completed and managed completion of NEPA environmental review for all levels of activities including Exempt, Categorically Excluded Not Subject to 58.5, Categorically Excluded Subject to 58.5, Environmental Assessment, Environmental Impact Assessment and Tiered Environmental Reviews. Developed informal and formal consultations with regulatory agencies at state, tribal, and federal levels including SHPOs, USACE, FEMA, USEPA, USDA NRCS, and USFWS. Ensuring successful review and uploads of final documents to HUD via the HUD Environmental Review Online System (HEROS) portal.

### State Compliance for Disaster Projects

Assisted in completing NEPA Tier 2 Assessments on thousands of individual homes affected by multiple federally declared disasters that affected the state of Louisiana. Performed site visits throughout Louisiana to assess the location and proximity to levees, flood zones, above-ground storage tanks, known leaking underground storage tanks, and other environmental



## SPECIAL COMPETENCIES

Environmental impact assessments, HUD programs, NEPA reviews, historic preservation

## PROJECT ASSIGNMENT

Part 58 Environmental Review

## TOTAL YEARS OF EXPERIENCE

9

## EDUCATION

MA, Anthropology  
BA, Liberal Arts (Ethnoarchaeology with a concentration in Humanities & Social Thought – Minor in Anthropology)

concerns. Performed QA/QC of compiled records and provided logistical support for field auditors. Provided technical reviews of aerial photography, historic maps, GIS mapping tools, and other records.

### **Section 106 Compliance Project Management**

Provided project management and agency coordination for properties within National Register of Historic Places (NRHP) District, or adjacent to districts. Provided support for structural historians in assessments of properties slated for Reconstruction or Rehabilitation and ensured compliance with guidance set forth in a Programmatic Agreements (PA) between the program and various federal and state entities. Ensured compliance with the Section 106 process for each property.

### **Section 106 Compliance for Phase I and II surveys**

Completed Section 106 Desktop reviews prior to project implementation of projects throughout Louisiana. Determined potential determine impacts to prehistoric and/or historic Louisiana resources from project implementation. Assessed the geomorphological and cultural history of the project area w and impacts from project implementation. Documented and assesses of structural qualities of single-family structures for listing eligibility for listing on the Louisiana Historic Resource Inventory (LHRI) and/or the National Register of Historic Places (NRHP). Reconciled aged National Register of Historic Places Inventory Nomination Forms with a more recent evaluations of structures still extant in NRHP-listed historic district.

### **Performance Standard 8 of the Equator Principles**

Critically assessed project sites for compliance with the Equator principles and determine overall risk to international investors. Provided insights on potential implications to indigenous groups, historic sites, and archaeological resources from project implementation. Performed gap analysis to determine what information would be necessary to ensure state, federal, and international compliance.

### **PROJECTS**

**North Carolina Department of Commerce (NCDOC) Division of Community revitalization (DCR), Project Manager** – Hurricane Helene, 2025 CDBG-DR Program

**Lee County (Florida) Strategic Resources and Government Affairs (SRGA), Project Manager** – Hurricanes Helene and Milton, 2024 CDBG-DR Program

**Lee County (Florida) Strategic Resources and Government Affairs (SRGA), Project Manager** – Hurricane Ian, 2022 CDBG-DR Program

**Louisiana Office of Community Development (LA OCD) Disaster Recovery, Senior Lead Consultant** – FEMA SWIFT, 2022 Flood Mitigation Assistance Swift Current

**Louisiana Office of Community Development (LA OCD) Disaster Recovery, Senior Lead Consultant** – RESTORE LOUISIANA, 2020-2024 CDBG-DR Program

**Louisiana Office of Community Development (LA OCD) Disaster Recovery, Senior Lead Consultant** - Louisiana Watershed Initiative (LWI) CDBG-DR Program

**Louisiana Housing Corporation (LHC), Environmental Impact Specialist** – USDA Housing Preservation Grant

**Louisiana Housing Corporation (LHC), Environmental Impact Specialist** – CDBG-DR Neighborhood Landlord Rental Program (LNLRP) 1, 2, and 3

**Louisiana Housing Corporation (LHC), Environmental Impact Specialist** – CDBG-DR Piggyback Program

# DUSTIN BRANTLEY

## Lead Consultant

Dustin Brantley has experience in conducting NEPA environmental reviews for projects funded under Housing and Urban Development programs. Dustin also has experience in numerous environmental venues specializing in multimedia compliance and assistance in multimedia permitting including the development of National Pollutant Discharge Elimination System (NPDES) applications and modifications, as well as the production of Spill Prevention, Control and Countermeasure Plans and Stormwater Pollution Prevention Plans for industrial operations and construction activities in multiple states. Dustin has various field experience in the Site Solutions sector including sampling impacted media for analysis and serving as an onsite coordinator of multiple injection and excavation remedial events in Mississippi and Texas. Dustin's fieldwork extends to air monitoring and sampling during investigations and industrial hygiene assessments. He has also assisted in the development and implementation of multiple Health and Safety Plans for onsite activities and safe work practices.

## EXPERIENCE

### NEPA Experience

Assisted in completing NEPA Tier 2 Assessments on thousands of individual homes impacted by federally declared disasters that affected the state of Louisiana. This work was conducted as a subcontractor to a prime contract with the State of Louisiana utilizing high performance technology tools, extensive team coordination, and daily field staff management.

Facilitated the development of hundreds of Environmental Record Reviews (ERR) in relation to the Restore Louisiana Homeowner Assistance Program while performing and coordinating field visits and drafting the necessary supporting documentation for submittal of ERRs using ArcGIS software.

Assisted in the development of several ERRs per 24 CFR part 58 procedures for activities funded by HUD under the HOME Program. Aided to facilitate completion of ERRs, performed field visits, and analysis of required federal and state agency consultations.

### Site Solutions/Remediation/Due Diligence

Conducted Industrial Hygiene (IH) Exposure Assessments for a petrochemical operations plant to quantitatively determine the employees' exposure to heavy metals during normal activities on site. The assessment consisted of conducting personnel air sampling for multiple employees as well as surface wipe sampling for mercury in the facility lab. Additionally, conducted a survey of operational noise levels at the facility and developed noise level maps to identify potential exposures.



## PROJECT ASSIGNMENT

Part 58 Environmental Review

## TOTAL YEARS OF EXPERIENCE

7

## EDUCATION

BS, Environmental Engineering

## REGISTRATIONS AND CERTIFICATIONS

Respirator Fit Tested - 2024  
 American Safety and Health Institute CPR / AED and Basic First Aid Certification – 2023  
 Transportation Worker Identification Credential (TWIC) – 2023  
 FEMA Basic Incident Command System for Initial Response – 2020  
 DOT HazMat General & Security Awareness Training – 2019  
 FEMA Introduction to the National Incident Management System – 2019  
 FEMA Introduction to Incident Command System – 2019  
 40-Hr HAZWOPER – 2018

Conducted IH Area Air Monitoring for chlorine at a consumer products manufacturing facility following a release. Air Monitoring was performed using hand-held and stationary gas monitoring equipment to determine the chlorine levels within the facility as well as the working areas of contractors and employees to ensure safe breathing zones and proper Personal Protective Equipment were in place.

Conducted moisture mapping of multiple commercial facilities in areas impacted by natural disasters to assess potential water damage sustained by the building. Conducted a follow-up indoor air quality evaluation for possible fungal growth by collecting air samples using the spore trap method.

Served as an onsite coordinator in remedial activities for a former asphalt refining site in Crupp, Mississippi. These activities include logging, sampling of groundwater, and characterization of multiple soil borings at various depths as well as various remedial techniques including Dual Phase Extractions and the injection of bioavailable absorbent media.

Assisted in remedial activities at a release site in Kaplan, Louisiana following a diesel spill of nearly 2,000 gallons due to the collision of an airplane with a communications tower. Activities included assessing the extent of contamination, assisting in the sampling of soils and groundwater to identify the extent, and the deployment of boom and sorbent materials to prevent the surface migration of released fuels.

Conducted manifesting for numerous truckloads of Class I & II contaminated soils to be excavated and transported from site to specified landfills, confirmed identification of further contaminated soils, and collected samples of soils to characterize the extent of contamination for the excavation of a detention pond for an underpass construction project in Houston, Texas.

Assisted in multiple Phase II Environmental Investigations at various industrial and/or contaminated sites in Louisiana, Mississippi, Arkansas, and Alabama. The Phase II investigations included the collection of soil and groundwater samples as well as conducting photoionization detector (PID) readings on soils from various depths to test for volatile organic compounds (VOC).

### **Permitting and Compliance**

Assisted in the development of multiple Spill Prevention, Control and Countermeasure Plans for major industries in Texas and Louisiana.

Assisted in the development of multiple Stormwater Pollution Prevention Plans in Louisiana, Texas, Mississippi, Virginia, and North Carolina for a variety of industrial facilities and/or construction activities.

Assisted in the execution of Phase I Site Assessments for various commercial and industrial facilities within the southeastern region.

### **Other Experience**

Served as the Independent Quality Assurance Representative for the restoration of North Breton Island off the coast of Louisiana. This work entailed inspecting and assuring that the restoration efforts were following the designed schematics. These inspections included the analysis of dredging discharge locations and the operations to grade the new island material to the designed scale, observing and coordinating the placement of grading stakes to insure the correct amount of fill material is set, and the oversight that operations on the island are conducted in a safe manner.

Completed Emergency Planning and Community Right-to-Know Act (EPCRA) Toxic Release Inventory and Tier II reports.

# MONTE BESELMAN

## Lead Consultant

Monte Besselman has garnered valuable experience in numerous environmental venues, including air quality, due diligence, NEPA and RMP/PSM. Her experience in air quality includes developing calculations for minor source, Title V, and PSD permit applications, modifications, and renewals for a variety of industry sectors including petroleum refineries, oil and gas production, chemical production, biofuels, petrochemical, power generation, compressor stations, chemical storage terminals, sugar refining, and pulp and paper; developing Microsoft Access databases for permitting actions; conducting PSD analyses; and assisting with yearly Emissions Inventory and Tier II reporting. Her experience in due diligence includes performing onsite inspections and drafting Phase I Environmental Site Assessment Reports in accordance with the ASTM standard, as well as performing a Phase I desktop study. She has NEPA experience supporting the Restore Louisiana Homeowner Assistance Program, which includes visiting proposed residential relocation sites to identify concerns related to flooding, endangered species, noise attenuation, and various other potential placement concerns and developing an environmental review report to document any placement concerns to allow the Office of Community Development to determine if relocating to the desired placement site will result in adverse environmental effects. She additionally has assisted the Louisiana Housing Corporation in relation to evaluating potential environmental impacts due to a revitalization homeowner project. Her experience in RMP/PSM includes developing "data needs" lists to assist clients in identifying areas requiring updates related to 5-year submittals, developing maximum intended inventory calculations, conducting offsite consequence analyses via EPA's RMP\*Comp, and assisting in updating internal protocol and audit checklists to reflect state and federal rule revisions to ensure clients remain in compliance.

## PROJECT EXPERIENCE

### National Environmental Policy Act Experience

Completed Tier 2 Assessments on behalf of the Louisiana Office of Community Development for several individual homes affected by federally declared disasters via field visits and development of Environmental Record Reviews (ERRs) for the Restore Louisiana Homeowner Assistance Program.

Established an internal template to assist assessors and to standardize the Environmental Record Review development for the Restore Louisiana Homeowner Assistance Program.

Assisted the Louisiana Housing Corporation with a revitalization homeownership project by drafting the Part 58 checklist to ensure compliance with environmental regulations and to assess the potential environmental impact of the project.



## PROJECT ASSIGNMENT

Part 58 Environmental Review

## TOTAL YEARS OF EXPERIENCE

6

## EDUCATION

BS, Chemical Engineering

## REGISTRATIONS AND CERTIFICATIONS

Transportation Worker  
Identification Credential (TWIC) – 2023

## MEMBERSHIPS

Air & Waste Management Association, 2023-Present

American Institute of Chemical Engineers, 2019-Present

Aided the North Carolina Department of Commerce Division of Community Revitalization in conducting a Tier 1 environmental review under HUD's CDBG-DR program for post-Hurricane Helene housing recovery activities, ensuring compliance with 24 CFR Part 58 and preparing documentation to support eligibility for federal disaster recovery funding.

Supported HGA Lee County Florida with the development of several Part 58 Environmental Assessment and Categorical Exclusion Subject to §58.5 checklists for HUD's CDBG-DR program by conducting regulatory research, assessing project impacts under NEPA-related laws and authorities, preparing public notices and documentation for HUD compliance, and ensuring timely and accurate integration of technical findings into HEROS and project files.

**Multimedia Due Diligence Experience**

Performed Phase I Environmental Site Assessments at two gas stations for a major fueling station retailer, which included conducting site visits, interviewing key personnel, requesting and reviewing agency records for the sites and surrounding sites, and developing two Phase I Environmental Site Assessment reports to document potential environmental contamination liabilities.

Performed a Phase I Desk Study for a packaging manufacturer, which included interviewing key personnel, requesting and reviewing agency records for site and surrounding site, and developing a report to identify potential environmental contamination liabilities in excess of \$100,000.

**Air Quality Experience**

Assisted in the preparation of a large multimedia, multi-agency and multifaceted project for a utility company seeking to install a carbon capture and sequestration process to reduce CO<sub>2</sub>e emissions. Responsibilities included quantifying estimated emissions for auxiliary equipment, verifying the accuracy of existing source calculations, and conducting a PSD review for the project including the BACT analysis.

Assisted with Emissions Inventory (EI) and Tier II Reporting. Responsibilities for EI included calculating actual emissions from client-provided data and submitting to ERIC for 8 facilities with varying operations. Responsibilities for Tier II included documenting new chemicals onsite with pertinent safety information and submitting to Louisiana State Police.

Provided support to a sugar refiner for a "permit resiliency review," which included analyzing proposed and recently promulgated air quality state/federal regulations to determine if the client is affected by these regulatory actions.

Provided support to a recycling plant for a "permit requirements review," which included analyzing permit conditions and developing a compliance calendar detailing key reporting requirements and other considerations to ensure ongoing compliance.

Provide ongoing support to petroleum refiner by calculating actual emissions on a monthly basis via Ramboll's TanksTool, which utilizes actual process parameters such as throughput and material stored to calculate actual emissions for the annual EI reporting.

Assisted in the preparation of Title V air permit modifications and renewal applications for a large energy/pipeline company in Louisiana and Tennessee. Responsibilities included developing potential to emit (PTE) emissions calculations for horsepower-replacement projects and developing the databases to generate the application and EIQ forms for the modifications and renewal applications.

# MARY SORENSEN

## Principal

Mary Sorensen is a Certified Senior Ecologist (CSE) with more than 30 years of experience in contaminated site investigation, ecology, ecotoxicology, ecological risk assessment (ERA), Environmental Impact Statements (EIS), Environmental Impact Assessment (EIA), National Environmental Policy Act (NEPA) endangered species management plans, and risk management decision-making for the protection of ecological resources. Her experience includes the scoping, planning and execution of environmental investigation and evaluations that are scaled appropriately for the environmental regulations and decision-making required. She leads a staff of ecologists, wildlife biologists, and fisheries biologists that perform a variety of terrestrial and aquatic wildlife studies. Ms. Sorensen has experience in North Carolina and with emergency response/recovery.

### REPRESENTATIVE EXPERIENCE

**Former Wood Treatment, Remedial Investigation, Feasibility Study for polycyclic aromatic hydrocarbons (PAHs) in Coastal North Carolina Marsh, USA.** Ms. Sorensen was the Principal in charge of sediment investigation and ecological risk related activities of the coastal marsh where former wood treating occurred. The goal of the assessment was to evaluate potential risks to sediment invertebrate community, fish populations, bird populations, and mammal populations posed by polycyclic aromatic hydrocarbons. Site evaluations before and after hurricanes were conducted. Efforts include community outreach and ultimately, site redevelopment.

**Litigation Support, Remedial Investigation, and Feasibility Study for the Turtle River/Brunswick Estuary, Georgia, USA.** Ms. Sorensen provided strategic consulting for the Feasibility Study, showing that ERA tools could be used to support the development of remedial goals protective of the environment. Studies included contaminant and remedy considerations before and after hurricanes.

**Pipeline Spill Response, ERA, and NRD Southeastern United States.** Ms. Sorensen served as Senior Science Advisor responded to a series of pipeline spills in the Southeastern United States. Ramboll's oil spill emergency response services included integrating within the Incident Command System to develop and implement multimedia environmental sampling programs meeting regulatory agency requirements. Ms. Sorensen assisted with daily briefings for multiple pipeline spills and provided summary documents to company officials. She also assisted with strategic decisions regarding resource protection and environmental liability management, guided field teams in efforts to identify sensitive ecological and socioeconomic resources and collected event information to support trajectory and mass balance modeling. In addition to the immediate spill response, Ms. Sorensen provided recommendations for cleanup actions based on ecological risk



### SPECIAL COMPETENCIES

Ecological Risk Assessment, Environmental and Social Impact Assessment, Natural Resources, Restoration Services, Sediment Management, Water Resources, Wetlands

### PROJECT ASSIGNMENT

Ecology/Species

### TOTAL YEARS OF EXPERIENCE

30

### EDUCATION

MS Applied Environmental Biology  
BS Applied Psychology (and Environmental Sciences)

### COURSES/CERTIFICATIONS

2015 Certified Ecologist

### CREDENTIALS

#### Professional Affiliations and Activities

Ecological Society of America (ESA)  
Society of Environmental Toxicology and Chemistry (SETAC)  
Society of Wetland Scientists (SWS)  
American Society of Testing and Materials (ASTM)

#### Professional Workgroups and Workshops

Society of Environmental Toxicology and Chemistry (SETAC)  
- Ecological Risk Assessment Advisory Group (2015-present): Steering Committee

rather than concentration alone, allowing for more limited remedial actions and coordinated with onsite resource agency representatives and provided NRD support.

**Investigation and Restoration Support, Pennsylvania.** Supported municipality in the investigation of the release of microplastics from wastewater treatment into waters of the state. Remediation feasibility included understanding of environmental impacts of the removal of residual micropellets versus the potential impacts of leaving microplastic pellets in the environment.

**Investigation, ERA, Environmental Impact Assessment for Site adjacent to Lake Powell and Colorado River, also the Kayenta Coal Mine, AZ, UT.** Ms. Sorensen was the Senior Science Advisor for multiple ERAs surrounding Lake Powell, Colorado River, and surrounding areas surrounding the Navajo Generating Station (NGS) and Kayenta Mine. The efforts include the characterization of baseline soil, surface water, and sediment in the Glen Canyon National Park and surrounding area. The ERAs were performed as part of the EIS associated with future atmospheric deposition of chemicals following coal-fired electricity production for the NGS. The Kayenta coal mine ERA focused on terrestrial upland areas already mined, man-made aquatic impoundments, and waters of the state. Ms. Sorensen coordinated with the US Fish and Wildlife Service on issues related to the biological opinion for special status species potentially impacted.

# ALEX SMITH

## Senior Consultant

Alex Smith is an ecologist with 25 years of experience in natural resource science. Alexander's experience includes environmental impact assessments, spatial ecological modeling, threatened and endangered species research, species at risk assessments, habitat characterizations, and human dimensions and environmental stewardship studies. His decade of aquatic experience coupled with an advanced theoretical knowledge of GIS brings a unique perspective to his work at ENVIRON. Alexander has conducted field studies on marine mammals in uniquely challenging environments, including the Arctic and the Florida Everglades. Mr. Smith Holds a Master of Science degree in Ecology and Earth Observation Science from the University of Manitoba, and an Advanced graduate diploma in GIS (ADGIS) from the Center Of Geographic Sciences (COGS).

### REPRESENTATIVE EXPERIENCE

#### **Citrus County Site Suitability Study, Biodiversity and Wetland Characterization; Amazon Data Services; February–April 2025**

This study responded to a State Notice of Violation related to possible impact from selenium in fish tissues related to wastewater from a nearby coal-driven powerplant

#### **Herrington Lake Adult Fish Population Study, Kentucky Utilities Company, Mercer County, Kentucky, July 2017–June 2023**

This study responded to a State Notice of Violation related to possible impact from selenium in fish tissues related to wastewater from a nearby coal-driven powerplant. Herrington Lake, like other large, deep freshwater impoundments located along the Cumberland Plateau and stocked with gizzard shad (*Dorosoma cepedianum*) and hybrid white bass (*Morone chrysops*) /striped bass (*Morone saxatilis*). It is a unique and fascinating freshwater pelagic ecosystem. Herrington Lake water levels are human-controlled, further complicating interannual reproduction success and population dynamics in this lake. Field manager for the collection and laboratory analyses of adult whole-body, fillet, and ovary samples from multiple fish species and trophic levels from a large freshwater impoundment pelagic ecosystem (incredibly unique ecosystem). Mr. Smith was the central author for scientific reports related to the collection and analyses for the adult fish study, including field Sampling Plans (FSPs), Standard Operating Procedures (SOPs), Quality Assurance Project Plans (QAPPs), Corrective Action Plan (CAP), Corrective Action Investigation, Source Assessment and Risk Assessment (ISARA), Remedial Alternatives Assessment (RAA) for a large remediation/restoration investigation related to metal contaminants and fish reproduction.



### SPECIAL COMPETENCIES

Marine Ecology, Ecological Risk Assessment, Natural Resources, Renewable Energy, Sediment Management, Relational Database Design, GIS, Spatial Ecology, Movement Ecology

### PROJECT ASSIGNMENT

Ecology/Species

### TOTAL YEARS OF EXPERIENCE

25

### EDUCATION

Aquatic Animal Health Issues - Graduate Course  
Master of Science (MSc)  
Advanced (Post Graduate)  
Diploma in GIS (ADGIS)  
Bachelor of Arts (BA)

### MEMBERSHIPS

American Association of Geographers (AAG)  
Society for Marine Mammalogy (SMM)  
Gulf of Mexico Alliance (GOMA)  
Ecological Society of America (ESA)

**Herrington Lake Young-of-the-Year (YOY) Fish Population Study and Assessment for Anatomical Deformities related to exposure to Selenium, Kentucky Utilities Company, Mercer County, Kentucky, June 2018–January 2020**

- Project Manager - Organized and conducted an extensive anatomical assessment of the ~3600 collected YOY fish for any possible teratogenic effects due to exposure to selenium. Common deformities can include lordosis, scoliosis, and other head and/or fin deformities. Other deformities, including exophthalmia (popeye disease) were observed and recorded.
- Field manager - Multi-team, multi-phased collection, laboratory analyses, and deformities assessment of young-of-the -year whole-body fish, collected from a large freshwater pelagic impoundment. Deformity rates contributed to estimation of YOY pre- and post-swimup mortality as a gauge for overall population health.
- Central author for scientific reports related to the collection and analyses for the young-of-the-year study, and for the deformity assessment.

# KATRINA LEIGH

## Managing Consultant

Katrina Leigh is a Certified Wildlife Biologist with over 22 years of experience, specializing in ecological risk assessment, wildlife ecotoxicology, sediment and water quality assessment, aquatic and terrestrial ecotoxicology, biological community quality evaluation, toxicity testing, environmental review under NEPA, bioaccumulation of environmental contaminants, and wildlife and habitat surveys. In addition to her experience in environmental consulting, Katrina has worked for over 26 years in the fields of wildlife biology, zoology, ecology and toxicology. Prior to joining Ramboll, Katrina was a member of a toxicology research team for six years, focusing on the metabolism of perfluorinated compounds for the US Air Force. She has authored numerous peer-reviewed manuscripts, book chapters, and guidance documents. She has presented investigation findings at national and international scientific meetings, as well as chaired scientific sessions on wildlife ecotoxicology and contaminated sediment. Katrina is currently serving on the executive board of directors as past-chair president for the Wildlife Toxicology Working Group of The Wildlife Society.

### PROJECTS

#### **Avian and Habitat Surveys along the Tittabawasee River Floodplain, Ohio**

Evaluated floodplain habitat adjacent to the Tittabawasee River. Visually assessed the project area for the potential presence of threatened and endangered avian, mammalian, reptilian, amphibian, and plant species, including a great horned owl nest previously identified by the U.S. Fish and Wildlife Service. Identified and recorded direct and indirect observations of wildlife use of the area. Provided written documentation of results and presented results of the survey to agency personnel.

#### **Ecological Risk Assessment Supporting an EIS for a Coal Mine, Arizona**

Prepared an ecological risk assessment to evaluate air impacts associated with a 44,000-acre coal mine on land leased within the boundaries of the Hopi and Navajo Indian Reservations near Kayenta, Arizona. The risk assessment was included in the project Environmental Impact Statement (EIS) and Endangered Species Act (ESA) Section 7 Consultation for the continued operation of the mine and its associated coal-operated generating station, approximately 65 miles from the mine. Contaminants potentially dispersed by the mining operations include metals, mercury, and PAHs. Assessment also addressed potential effects to Federal, Native American, state-listed, and other special status species. Directed the field effort to collect sediment, surface soil, and surface water from areas supporting sensitive species.



### SPECIAL COMPETENCIES

Ecological Risk Assessment, Natural Resources, Sediment Management

### PROJECT ASSIGNMENT

Ecology / Species

### TOTAL YEARS OF EXPERIENCE

26

### EDUCATION

MS, Zoology/Environmental Physiology  
BS, Zoology

### PROFESSIONAL LICENSES

Wildlife Biologist

### COURSES/CERTIFICATIONS

2019 Adult CPR and First Aid - American Red Cross  
2016 Ohio Certified Volunteer Naturalist, The Ohio State University, Ohio

### MEMBERSHIPS

The Wildlife Society (TWS), member (2007-)  
Wildlife Toxicology Working Group (WTWG) of TWS (2009-)  
Chair, WTWG of TWS (2018-2020)  
Chair Elect, WTWG of TWS (2016-2018)  
Vice Chair, WTWG of TWS (2013-2015)  
Society of Environmental Toxicology and Chemistry (SETAC), member (2004-)

**Avian Review for Proposed Wind Energy Project, Texas**

For a confidential client, evaluated potential risk to an endangered migratory bird species (black-capped vireo) from the construction, operation, and maintenance of a proposed wind energy project in Texas. The evaluation focused on risk from turbine collision and habitat reduction and modification. Document review included pre-construction bird, bat, and habitat surveys, as well as site-specific plans designed to reduce both collision risk and habitat modification (Bird and Bat Conservation Strategy, Disruption Minimization Plan). Advised the client on mitigation strategies to reduce and/or eliminate overall adverse effects to the black-capped vireo from the construction and operation of the project.

**NEPA Compliance for an Off-Shore Wind Energy Development, Ohio**

Developed Environmental Assessment to support U.S. Army Corps of Engineers' (USACE) environmental review under NEPA for a proposed offshore wind energy project. The pilot project represented North America's first wind energy project in a true offshore freshwater environment (Lake Erie near Cleveland, Ohio). Completed activities necessary to secure the required permits, such as Section 404/Section 10 Permit, Section 401 Water Quality Certification, and Coastal Zone Management Act Certification/submerged land lease. Presented findings of the Environmental Assessment to USACE.

**Aquatic and Terrestrial Habitat and Biological Survey, Pennsylvania**

Conducted an on-site ecological assessment to determine the location and extent of aquatic and terrestrial ecological habitat on, adjacent to, and near the site prior to development of an ecological risk assessment for an automotive and aerospace manufacturing facility in northwestern Pennsylvania. Also completed a cursory biological survey, identifying any potential ecological receptors.

**Habitat Survey for Suitability for Mink, Indiana**

Evaluated habitat along the Stony Creek floodplain in Noblesville, Indiana for the potential presence of and/or suitability for mink. Assisted with data collection, following the U.S. Fish and Wildlife Services' HSI model for mink. Data facilitated ecological risk assessment activities for the area.

**Habitat Survey for Suitability for Mink, Lake Superior**

Evaluated the overall suitability of habitat along the Lake Superior Peninsula Harbour AOC shoreline for piscivorous wildlife in order to realistically refine exposure estimates and facilitate remediation decisions for the AOC. Employed the U.S. Fish and Wildlife Services' habitat suitability index (HIS) model for mink (*Mustela vison*), while habitat suitability for river otter (*Lontra canadensis*) was evaluated qualitatively. Data collection focused on identification of the potential presence of mink or river otter and the suitability of the shoreline and riparian habitat to support these species. Prepared field survey methodology, compiled field data, and developed report.

**Amphibian Trematode Investigation**

Investigated the effects of trematode infection, leading to limb deformities, in wood frogs. Examined the connection between water quality, eutrophication, and trematode infection in frogs.

**Environmental and Biological Characterization Guidance Development for Canadian Council of Ministers of the Environment (CCME)**

Developed surface water, sediment, and biological characterisation guidance—including text chapters, SOPs, and checklists—on behalf of CCME and Environment Canada for use by environmental professionals working for federal, provincial, territorial, and/or private land managers and owners throughout Canada. Guidance to aid in the collection of representative, high quality surface water, sediment, and biological tissue (e.g., invertebrates, fish, small mammals) data for environmental and human health risk assessments. Sediment guidance tools included in CCME's Guidance Manual for Environmental Site Characterization in Support of Environmental and Human Health Risk Assessment.

# SIMON KATES, CP

## Senior Project Manager, Water Infrastructure and Climate Adaptation

Simon Kates is an urban planner with 17 years of experience in climate adaptation planning, land use, economic development, and sustainability. With a strong belief in community-based planning, Mr. Kates has experience developing comprehensive plans and waterfront plans, addressing economic development issues, and applying complex zoning strategies, such as transfer of development rights. He has managed climate resilience and cloudburst plans in Washington, DC and is currently working on flood resiliency action plans in New York and New Jersey. Simon has served as a Visiting Assistant Professor at Pratt Institute and is currently co-teaching a Capstone course on Integrated Watershed Planning at Brooklyn College.

### PROJECTS

#### **NY Rising Community Reconstruction Program, New York, NY Governor's Office of Storm Recovery, 2013-2015; Project Manager**

Project Manager to develop NY Rising Community Reconstruction Plans for four communities in New York (Staten Island, the Five Towns, Southeast Queens, and South Valley Stream). Led community engagement program to help create NY Rising plans to allocate a total of \$56,000,000 in CDBG-DR funding to promote resilience to climate change in response to damage from Superstorm Sandy. Evaluated risks to critical assets, assessed community needs, and developed implementation plans to rebuild and protect communities from climate impacts.

#### **Feasibility Studies for Stormwater Utilities, Newark/Garfield/Wrightstown, New Jersey, Kleinfelder, Inc., 2024-2025; Project Manager**

Conducted a stormwater feasibility study for the municipalities of Garfield and Wrightstown to support NJDEP's efforts to accelerate on-the-ground stormwater management efforts. The work included GIS parcel analysis, asset inventory, cost estimating for stormwater improvements, funding analysis, and stakeholder and public engagement.

#### **Feasibility Studies for Stormwater Utilities, Hoboken/Salem, New Jersey, United States, Kleinfelder, Inc., 2024-2025; Project Manager**

Conducted a stormwater feasibility study for the municipalities of Salem and Hoboken to support NJDEP's efforts to accelerate on-the-ground stormwater management efforts. The work included GIS parcel analysis, asset inventory, cost estimating for stormwater improvements, funding analysis, and stakeholder and public engagement.



### SPECIAL COMPETENCIES

Resiliency and sustainability planning, urban planning, community planning, economic development, real estate consulting, zoning and land use, stakeholder engagement

### PROJECT ASSIGNMENT

Climate Resilience

### TOTAL YEARS OF EXPERIENCE

17

### EDUCATION

MS, City and Regional Planning  
Master of Architecture  
BA, Art History

### PROFESSIONAL LICENSES

American Institute of Certified Planners

### MEMBERSHIPS

American Planning Association

**Brooklyn Navy Yard Climate Resilience Strategy, Brooklyn, NY, Brooklyn Navy Yard Development Corporation (BNYDC), 2023-2024; Project Manager**

Developing a comprehensive resilience plan for the Brooklyn Navy Yard. The project team will assess the risk to Yard assets from climate hazards, including flooding, extreme heat, wildfires, and coastal storms. Part of the resilience plan analysis will involve determining exposure levels, consequences, and recommended mitigation measures, as well as climate adaptation projects for the Yard to consider. Potential adaptation projects will include the WEDG guidelines as a benchmark for improved resilience along the water's edge in the Yard.

**Southwest and Buzzard Point Flood Resilience Strategy, Washington, District of Columbia, United States, District of Columbia Office of Contracting and Procurement, 2022-2023; Project Manager**

Conducted a study to create a blue-green infrastructure (BGI) masterplan, which included creation of a BGI network for the project area based on flood modeling, as well as detailed designs for specific BGI facilities in parks and rights-of-way. These facilities were designed to detain and convey stormwater from extreme rain events, while also providing co-benefits that improve parks, streetscapes, and quality of life for the neighborhood.

**Stafford Resilience Action Plan Implementation, Stafford, NJ, Kleinfelder, Inc., 2025-2026**

Assisting Stafford in identifying actions from the Municipal Resilience Action Plan to be implemented. Coordinating with Township staff and community stakeholders to identify actions for further study.

**Resilient Lambertville Action Plan, Lambertville, NJ, Kleinfelder, Inc., 2024-2026, Project Manager**

Developing a municipal resilience action plan. Scope includes leading an inclusive stakeholder and community engagement process to understand the community's priorities and build consensus on recommended adaptation actions; conducting a vulnerability assessment to identify critical assets that are most vulnerable to climate hazards; and developing a series of recommended adaptation actions that provide a roadmap for the city, with a focus on the development of project information to assist the city in seeking grant funding for implementation.

**Ivy City Climate Resilience Strategy, Washington, DC, All Hazards Consortium, 2024-2025**

Developing a climate resilience strategy to make Ivy City more resilient to and mitigate the uniquely urban pressures from climate change – particularly increased urban heat island effect and cloudburst flooding. Additionally, the plan will seek to capture and maximize co-benefits associated with combatting urban heat and interior flooding, such as improving access to recreation, improving air quality, and increasing tree canopy.

**Resilient New Jersey Program: Stafford/LBI Extension, Long Beach Island, NJ, Kleinfelder, Inc., 2023-2025, Project Manager**

Providing ongoing community and stakeholder engagement and conceptual project development as a continuation of Resilient LBI Climate Adaptation Action Plan. Project scope includes project prioritization, balancing between regional input and local consensus building, building on grassroots local engagement that was initiated during the prior phase of work, and leveraging regional institutions (e.g., LBT Field Station, St. Francis, and emergency services).

**Resilient Small Parks Assessment and Design, Washington, DC, District of Columbia Department of Parks and Recreation, 2023-2024, Project Manager**

Developing an ESRI-based web tool to identify clusters of small parks that are candidates for climate adaptation upgrades. Park clusters will be selected based on their need for climate resilience work, potential to provide benefits to protect communities from climate hazards, and other co-benefits, such as providing open space for underserved populations.

# GRACE COOK

## Manager

Grace Cook's work focuses on strategic sustainability consulting, spanning from strategy development through implementation. At present, she has a strong emphasis on climate risk assessment and mitigation. She has ten years of global experience in the Consumer Goods Industry, leading R&D package development, corporate sustainability strategy, and circularity initiatives. She has delivered measurable impact by improving workflows, reducing emissions through design, and embedding climate risk into corporate strategies. Her expertise includes climate-related financial disclosures, ESG tracking tools, and educating cross-functional teams to integrate climate metrics into decision-making. She consistently translates complex global landscapes into impactful actions for clients, allowing them to meet regulatory and sustainability goals.

## PROJECTS

### **California SB 261 Climate Disclosure Support for Global Law Firm, Client confidential, 2025**

Ramboll conducted a climate risk assessment for the client to meet California SB 219 (261) requirements, evaluating physical and transition risks across global operations.

### **Thermo Fisher TFS: Climate Risk Evaluation, Waltham, MA, Thermo Fisher Scientific, Inc, 2024-2025**

We are working with the client to do a CSRD aligned climate risk analysis across their business.

### **Effort A - CSRD Readiness, Chandler, AZ, Rogers Corporation, 2024-2025**

Ramboll conducted a CSRD Readiness Assessment including DMA, ESRS gap assessment, and implementation plan. Ramboll also conducted a climate risk assessment for transition and physical risks.

### **Global Climate Risk Analysis, Irving, TX, United States, Ecobat Technologies Limited, 2024-2025**

Global Climate risk analysis for both physical and transition risks.

### **Decarbonization Roadmap, Avalon Bay, 2023**

Building on their existing strategy and SBTs in place, this work will develop a roadmap of the reduction initiatives and action necessary for Avalon Bay to achieve 2030 SBTs and identify a path to achieve Net Zero (scopes 1,2, and 3). Ramboll will estimate the effect of all current initiatives, propose additional initiatives, determine the timeline of implementation, set interim milestones and measurement KPIs, and determine organization integration needs



## SPECIAL COMPETENCIES

- Climate risk governance
- Climate-related transition risks and opportunities
- Circular economy and ESG strategy
- Sustainable packaging
- Organizational change

## PROJECT ASSIGNMENT

Climate Resilience

## TOTAL YEARS OF EXPERIENCE

17

## EDUCATION

BS, Packaging Science

# DARREN DIGBY, PE

## Principal

As a Principal at Ramboll, Mr. Digby has over 19 years of experience in a broad array of environmental consulting fields. His extensive experience ranges from NEPA and due diligence, to permitting and compliance in water and waste across the United States. His experience is comprised of wide range of sectors from the petrochemical industry to the rapid-growing data center sector. Mr. Digby has also served in auditing and onsite compliance support roles, and leads Ramboll's data center sector compliance services taskforce.



## PROJECTS

### Phase I Environmental Assessments, Environmental Due Diligence, NEPA

Conducted Phase I environmental assessments of numerous industrial facilities along with a former sugar cane plantation and thousands of acres of marshland in southeast Louisiana.

Participated in environmental assessments of oil and gas production facilities in New Mexico, Texas, Ohio, and Louisiana.

Conducted Phase I ESA's on stormwater pump station sites throughout coastal Louisiana.

Performed numerous 24 CFR Part 58 NEPA Environmental Assessments for Habitat for Humanity properties in southeast Louisiana, and numerous reviews on behalf of the Louisiana Office of Community Development, Disaster Recovery Unit throughout the state of Louisiana in the wake of environmental disasters such as hurricanes.

### Siting and Planning

Performed evaluation of wastewater discharge permitting applicability and best management practices for stormwater runoff mitigation for confidential client in the data center sector across the U.S, including but not limited to Texas, New Mexico, Utah and Oregon. Some of the data centers featured dedicated or shared solar energy systems for offsetting demand on local grid. Also managed multiple teams deployed in oil spill prevention planning for numerous data center entities across the U.S., supporting compliance with EPA spill prevention rules.

Developed numerous Spill Prevention, Control and Countermeasure (SPCC) Plans and Facility Response Plans (FRP) across the United States for a variety of industrial facilities ranging from chemical manufacture and blending plants to petroleum coke calcining facilities, bulk storage terminals, data centers, and oil and gas production sites originating from both brown and greenfield development. This includes serving as the

## SPECIAL COMPETENCIES

Data Center permitting and compliance  
SPCC Plans, Facility Response Plans  
Wastewater and stormwater permitting  
Water resources  
Wetlands

## PROJECT ASSIGNMENT

Water Permitting, Site Planning

## TOTAL YEARS OF EXPERIENCE

19

## EDUCATION

BS, Environmental Engineering

## PROFESSIONAL LICENSES

Professional Engineer,  
Environmental, LA, NM, TX

## COURSES/CERTIFICATIONS

- 1900 38-Hr US Army Corps of Engineers (New Orleans) Wetland Delineation Training
- 1900 USCG Operator of Uninspected Passenger Vessel (OUPV) Captain
- 1900 40 Hour HAZWOPER

## PROFESSIONAL AFFILIATIONS AND ACTIVITIES

Louisiana Engineering Society

team lead for the SPCC Plan for the JAN100 facility near Canton, Mississippi.

### **Construction/Operational Permitting & Compliance**

Prepared NPDES permit applications for existing petroleum coke calcining facility, petroleum refineries, and lumber mills, in addition to greenfield site permitting for a methanol and fertilizer plants to include surface water intake structure permitting under 316(b) of the Clean Water Act in addition to LPDES discharge permitting and stormwater management for both construction and operational phases.

Prepared numerous Stormwater Pollution Prevention Plans (SWPPP) in Texas, Louisiana, Mississippi, Virginia, Oklahoma, and North Carolina for both construction and operational phases for facilities including bulk petroleum storage, wood pellet manufacturing and transportation terminals, petroleum refining, petroleum coke calcining, pulp & paper production, lumber mills and chemical manufacturing.

Past experience includes oversight of closure of multiple permitted waste collection units in state of Louisiana, from ponds and impoundments to landfills, working closely with state agencies to ensure compliance with closure and post-closure requirements.

Prepared industrial solid waste permit application renewals and modifications for various facilities in Louisiana disposing of solid wastes in onsite surface impoundments and landfills across various sectors from pulp and paper to petroleum coke calcining. Experience and ongoing practices also include groundwater monitoring program compliance and statistical analyses, as well as routine reporting compliance under the permits.

# JILLIAN STEVENS MAESTRI, PE

## Senior Lead Consultant

As a senior consultant, Mrs. Maestri has over 11 years of experience in NEPA Environmental Reviews, water compliance, environmental due diligence, industrial hygiene, soil remediation, solid and hazardous waste reporting documentation, and Risk Evaluation/Corrective Action Program reports. Her experience in the field includes environmental investigations, sampling for remediation and industrial hygiene as well as the investigation and sampling for problematic drywall.

### PROJECTS

#### **ERIMS Support for LA-OCD, Louisiana, CGI Technologies & Solutions, Inc., 2015-2020**

Ramboll provided support to a database firm to support a web-based project management system for disaster recovery work being done for the Louisiana Office of Community Development. The web-based tool is an interface to manage HUD's NEPA-based environmental reviews online that accesses GIS databases to review a number of environmental factors and hazards in the vicinity of a project.

#### **EBR Parish Sanction Funds - Tier I Review for Declared Disaster Recovery Funds (Sanction Funds) for Repair, Rehab and Reconstruction of up to 70 homes in EBR Parish affected by Unnamed Storms of 2016, Office of Community Development, 2017-2018**

Ramboll assisted East Baton Rouge Parish through a contract with the State of Louisiana Office of Community Development in assessing environmental impacts of disaster recovery activities related to minor and major rehabilitation and re-construction on single dwelling residential homes following the storms of 2016. The Tier I review will "clear" certain HUD factors with additional site-specific factors to be assessed once approved applicants' locations and activities are known.

#### **Restore Louisiana Program - Tier II Site Specific Review (Including Section 106), Multiple Parishes, Louisiana, Innovative Emergency Management, Inc. (IEM), 2017-2020**

Ramboll assisted the State of Louisiana through a prime contract with IEM - Baton Rouge with conducting HUD-mandated environmental reviews (Tier II Site Specific Reviews) in accordance with 24 CFR Part 58 for the unnamed flooding events of 2016 in many parts of Louisiana. The project included environmental reviews of thousands of homes affected by the storms for potential risks associated with floodplains, toxics, historical preservation, noise, and proximity to sensitive streams.



### SPECIAL COMPETENCIES

Wastewater, Water Resources

### PROJECT ASSIGNMENT

Water Permitting, Site Planning

### TOTAL YEARS OF EXPERIENCE

11

### EDUCATION

BS, Civil Engineering

### PROFESSIONAL LICENSES

Professional Engineer, Civil – Water Resources & Environmental, LA, MS, NA, TN, UT, VA

### CERTIFICATIONS

40-Hr HAZWOPER  
American Safety and Health Institute CPR / AED and Basic First Aid Certification  
Transportation Worker Identification Credential (TWIC)

### MEMBERSHIPS

Air and Waste Management Association (AWMA)  
Louisiana Engineering Society

**Loan Principal Repayment Grant Program (Unmet Needs) - Tier 2 Site-Specific Reviews of Road Home Homeowner Assistance for Unmet Recovery Needs Construction Financing, Louisiana, Office of Community Development, 2016-2019**

Ramboll assisted the State of Louisiana's Office of Community Development to perform NEPA environmental reviews under HUD's regulations (24 CFR Part 58) for loans to qualified homeowners for re-construction, rehabilitation of residential homes with unmet needs; e.g., where rebuilding following a hurricane was halted due to contractor fraud. HUD NEPA "Tier 2" checklists and lead and/or problem drywall inspections to be completed once property information is provided and OCD directs REH to perform work on individual or "batch" basis.

**Tier II Site-Specific Reviews, Office of Community Development**

Performed HUD NEPA Environmental Assessments of thousands of homes seeking loans for re-construction and rehabilitation in the aftermath of the hurricanes of 2005. The scope involved "Tier II" level reviews using checklists for a variety of social and environmental factors including lead-based paint and problem drywall inspections. Based on Ramboll's reviews, specific loan conditions applied to each applicant that may include elevating above the floodplain, consultation with environmental agencies, abatement of lead based paint or pro

**Senior Consultant**

Performed a NEPA Tier 2 Assessments on over 12,000 individual homes affected by the multiple flooding events of 2016 that affected nearly the entire state of Louisiana. This work was conducted as a subcontractor to a prime contract with the State of Louisiana with report deadlines of 1,000 homes per week, requiring high performance technology tools and extensive team coordination.

**Habitat for Humanity; St. Tammany West; Auditor**

Provided assistance with performing an environmental assessment under NEPA for assessments for SHOP funded improvements to a number of Habitat for Humanity residential home sites throughout the Mandeville and Covington areas of Louisiana.

**NEPA Project Experience**

- Plaquemines Parish Oyster Conveyors
- Plaquemines Parish: Phoenix High School Enhancements
- St. Bernard Parish Sewer Consolidation – DRAVO WWTP
- Plaquemines Parish: Consolidated Warehouse Facility
- Plaquemines Parish Tidewater Road Drainage Infrastructure
- Willowbrook Drive Drainage Improvements

**Marrero Wastewater Treatment Plant (WWTP) Emergency Generator; Auditor**

Ramboll provided assistance with performing environmental assessment under NEPA for the installation of a 1,500 kW emergency generator at the Marrero WWTP.

**Lafourche Parish Government Complex Renovations; Auditor**

Ramboll provided assistance with performing environmental assessment under NEPA for renovations to the existing government complex in Thibodaux, Louisiana.

**Habitat for Humanity properties; St. Tammany Parish**

NEPA Environmental Assessments for.

**Tiered Review of 2016 Unnamed Storms**

Completed the Tier 1 Environmental Assessment for each affected parish for the above housing project under direct contract with the state.

# LAURA SIMPSON

## Consultant

As a consultant for Ramboll, Laura Simpson focuses her attention on preparing and updating Spill Prevention, Control, and Countermeasure (SPCC) Plans, Stormwater Pollution Prevention Plans (SWPPPs), and Louisiana Pollutant Discharge Elimination System (LPDES) permitting for a variety of clients, including refineries, greenfield sites, chemical manufacturing facilities and data centers. She has also been heavily involved with environmental surveys for the State of Louisiana's disaster recovery or resilience/mitigation programs, as well as Industrial Hygiene surveys.



### PROJECTS

#### **Compliance Support, Granite Falls, NC, Pregis LLC, 2023; Consultant 3**

Ramboll provided ongoing environmental compliance support – January 2023 through December 2023 for the facility located in Granite Falls, NC.

#### **Multiple SPCC Plans, Charlotte, NC, Flexential Corp., 2021-2023**

Ramboll assisted Flexential with the preparation of new and updated Spill Prevention, Control, and Countermeasure (SPCC) Plans for its data centers throughout the United States.

#### **Environmental Consulting Services, Louisiana, Office of Community Development, 2019-2023**

This agreement addresses the environmental consulting services needed to facilitate the implementation of a broad range of programs administered by OCD. These services may also be requested by OCD to accommodate other federally funded (in whole or in part) disaster recovery or resilience/mitigation programs or initiatives, currently existing or yet to be defined, which OCD administers or has a stakeholder interest, including programs occurring as a result of past and future disasters.

#### **Environmental Permitting & Compliance Support, Mulberry, FL, ArrMaz, 2021-2023**

Ramboll provided general environmental permitting and compliance support for the facilities located in Soda Springs, ID, Mulberry, FL and Vanceboro, NC.

#### **Environmental Services for the Home Program, State of Louisiana, Louisiana Housing Corporation, 2019-2023**

Ramboll US provided Louisiana Housing Corporation (LHC) with information and assistance to support HUD environmental assessment, statutory, and compliance checklists compiled for LHC to determine environmental clearances for properties receiving assistance under programs, including but not limited to the HOME Investment Partnership Program (HOME Program).

### PROJECT ASSIGNMENT

Water permitting, Site Planning

### TOTAL YEARS OF EXPERIENCE

10

### EDUCATION

BS Environmental Management Systems

### CERTIFICATIONS

Transportation Worker Identification Credential (TWIC)

### MEMBERSHIPS

Air and Waste Management Association (AWMA)

**General Consulting Support, St. Gabriel, LA, Willow Glen Terminal LLC, 2025-2026**

Ramboll provided as-needed general environmental consulting support to the Willow Glen St. Gabriel Terminal.

**North Bend Compliance Support, Centerville, LA, Birla Carbon U.S.A., Inc., 2025**

Ramboll provided as-needed environmental consulting support to the North Bend facility in St. Mary Parish, Louisiana.

**LeCompte Water Permitting & SPCC Plan, LeCompte, LA, United States, Cargill, Inc., 2025-2026**

Ramboll provided as-needed environmental consulting support for the LeCompte, LA facility.

**Environmental Consulting Services, Port Allen, LA, Shell Catalysts & Technologies LP, 2025-2026**

Ramboll provided Environmental Consulting Services to the Shell Catalysts & Technologies Port Allen Plant for 2025.

**LPDES Permit Sampling & Reporting Support, St Gabriel, LA, Willow Glen Terminal LLC, 2025-2026**

Ramboll provided routine LPDES permit discharge monitoring and reporting support in 2025 to the St Gabriel terminal.

**Environmental Compliance Support, St Gabriel, LA, Willow Glen Terminal LLC, 2025-2026**

Ramboll provided general environmental consulting and permits reporting support in 2025 to the St Gabriel terminal.

**Environmental Compliance Support, Deerfield, IL, Pregis LLC, 2025-2026**

Ramboll provided ongoing environmental compliance support – January 2025 through December 2025.

**Permitting & Compliance, Mulberry, FL, ArrMaz Products Inc., 2024-2025**

Ramboll provided environmental consulting support to the ArrMaz facilities of Convent, Vanceboro and Soda Springs related to water permitting, spill planning and emergency response support.

**Lone Mountain SPCC Plan Update, North Las Vegas, NV, Flexential Corp., 2024-2025**

Ramboll assisted a data center with an SPCC plan update to include an additional emergency generator.

**Environmental Compliance Audits, New Roads, LA, Pelican Power LLC, 2024-2025**

Ramboll provided multimedia environmental compliance audit support at three power stations located in Louisiana.

**GP: Gypsum Lovell, WY SPCC, Lovell, WY, United States, Georgia-Pacific LLC, 2024**

Ramboll provided support to the GPG Lovell, WY facility with regard to updating their SPCC Plan.

**ATL5/6 Douglasville Environmental Permitting and Plans 2024, Douglasville, GA, Flexential Corp., 2024-2025**

Ramboll provided environmental permitting and plan support for Flexential's data center ATL05/ATL06 in Douglasville, Georgia.

# MIKE VARNADO

## Senior Consultant

Mr. Varnado is an experienced architectural historian, having spent 17 years working for the Louisiana State Historic Preservation Office. He is highly qualified in the Section 106 process after serving as Senior Section 106 Historic Preservation Analyst, conducting daily reviews and issuing official comment on Section 106 undertakings involving the built environment, participating in the drafting of Section 106 Memorandum and Programmatic Agreements, coordinating Survey and Planning Grant projects, and providing Section 106 technical assistance to stakeholders. Mr. Varnado is comfortable conducting Section 106 consultation meetings with federal and state agencies, local governments, community groups, federally recognized tribes, and historic preservation organization.

### PROJECTS

#### **Environmental Services - CDBG, Baton Rouge, LA, Louisiana Housing Corporation, 2024-2027; Program Specialist**

Ramboll provided environmental services to the Louisiana Housing Corporation under the federal CDBR disaster recovery program. Mr. Varnado evaluated thousands of potential and current applicant properties to determine NHRP eligibility and adverse effects if applicable. As an SOI qualified Architectural Historian, reviewed applicants' scopes of work for rehabilitation and made recommendations to avoid, minimize, or mitigate adverse effects to historic properties and coordinated with SHPO and other consulting parties if applicable.

#### **USACE Response Support, Wallace, LA, Greenfield Exports, LLC, 2022-2024**

Ramboll provided support to Greenfield in response to USACE request for additional information related NHPA Section 106 and Environmental Justice associated with USACE permitting requirements for the Greenfield Louisiana, LLC grain terminal in Wallace, Louisiana.

Served as Liaison for the State Historic Preservation Office to the Louisiana Office of Community Development for the Restore LA Homeowners Assistance Program. Completed the review and agency concurrence for thousands of potential and current applicant properties to determine NRHP eligibility.

Served as Senior Section 106 Historic Preservation analyst for Louisiana State Historic Preservation Office. Advised the Deputy State Historic Preservation Officer in Section 106 matters.

Conducted daily reviews and issue official comment on all Section 106 undertakings involving the built environment. Daily reviews involved research of historic documents, survey databases and public records and conducting field surveys



### PROJECT ASSIGNMENT

Historic Preservation/Section 106

### TOTAL YEARS OF EXPERIENCE

26

### EDUCATION

MA, U.S. History  
BA, History

pertaining to historic standing structures. Consulted with federal and state agencies and local stakeholders associated with the Section 106 undertaking.

Conducted and participated in Section 106 consultation meetings with federal and state agencies, local governments, community groups, federally recognized tribes, and historic preservation organizations.

Participated in the drafting of Section 106 Memorandum and Programmatic Agreements. Contributed to the drafting of ten Programmatic and 35 Memorandum Agreements, eight pertaining to disaster recovery associated with Hurricanes Katrina and Rita.

Provided Section 106 technical assistance to stakeholders in applying the Secretary of the Interior Standards for the Treatment of Historic Properties.

Served as Historic Preservation Fund Grants Programmatic Coordinator for Survey and Planning Grants. Managed the advertisement, ranking, and implementation of Survey and Planning Grant projects. Conducted training workshops for grant applicants and grantees. Managed all survey and planning grants throughout the grant fiscal year. Composed end-of-year grant reports.

Managed the Division of Historic Preservation Historic Standing Structures Inventory, a collection numbering over 66,000 surveys. Developed the Division of Historic Preservation Survey guidelines and related survey forms. Assisted the Division of Historic Preservation GIS coordinator in the ongoing digitization and ArcGIS mapping of historic standing structure surveys. Consulted with cultural resource management firms on the implementation of Section 106 historic standing structures survey.

Conducted public outreach in the form of historic preservation technical guidance and historic architectural evaluations to cultural resource management firms, historic preservation organizations, and the general public.

Managed operations for three historic properties: Oakley Plantation (Audubon), Centenary College, and Locust Grove Cemetery State Commemorative Areas. Supervised a staff of twelve, managed the sites' programs, museum, grounds and buildings, restoration and preservation projects, community relations, inventory, and site operations budget. Performed living history demonstrations and talks on the history of all three historic sites.

Managed the Port Hudson State Commemorative Area museum collection and interpretive program for this Civil War battlefield site. Responsibilities included public outreach in the form of interpretive talks and living history demonstrations to area schools, civic and social groups, and the visiting public.

Managed the Audubon State Commemorative Area museum collection and operation of the Oakley House museum interpretive program. Responsibilities included public outreach in the form of interpretive talks and living history demonstrations to area schools, civic and social groups, and the visiting public.

# RIN GAUBATZ, RPA

## Consultant

Six years of archaeological, environmental and cultural resource management experience; regulatory requirement compliance; National Register of Historic Places (NRHP) evaluation and documentation; National Environmental Protection Act (NEPA) compliance, and technical writing and report writing.

Experienced in multiple compliance areas such as Section 106 of the National Historic Preservation Act (NHPA), Federal Highway Administration (FHWA) Section 4(f), Chapter 267 of the Florida Statutes, and others.

## PROJECTS

### **NCORR Program Review, Raleigh, NC, Hunt, Guillot & Associates, 2023**

Ramboll reviewed, as requested by HGA, environmental and program related materials for the North Carolina Office of Recovery and Resiliency (NCORR). Ramboll will provide review of program policies, procedures, environmental review records, etc. and give considerations verbally and/or in writing for potential efficiencies and improvements upon regulatory compliance.

### **Grey Wolf Facility, Elbert County, CO, BayWa r.e. Americas, 2025-2026**

Ramboll assisted with a 1041 permit application, which includes impact assessment, for solar development in Colorado.

### **Lee County, FL CDBG Environmental Reviews, Fort Myers, FL, Hunt, Guillot & Associates, 2023-2026**

Ramboll provided support for CDBG environmental reviews for the Lee County, FL disaster recovery program as a subcontractor to HGA.

### **Environmental Consulting Services, Baton Rouge, LA, United States, Office of Community Development, 2023-2026**

Ramboll provided various environmental consulting services to the State of Louisiana Office of Community Development including federally funded community infrastructure, HUD, disaster recovery, etc.,

## ADDITIONAL EXPERIENCE

### **NEPA Reviews for USDA projects**

Reviewed project information to classify USDA Rural Development loan and grant applications to the appropriate level of NEPA (i.e., Categorical Exclusion, Environmental Assessment, etc.). Reviewed project documentation provided by program applicants to determine compliance with USDA and NEPA requirements. Prepared Environmental Reviews and other technical writing documents. Coordinated with applicants (or



## SPECIAL COMPETENCIES

NEPA  
Archaeology  
Cultural Resource Management

## PROJECT ASSIGNMENT

Historic Preservation/  
Section 106

## TOTAL YEARS OF EXPERIENCE

5

## EDUCATION

MS, Cultural Resources  
Management (Archaeology)  
BS, Anthropology

## CERTIFICATIONS

Registered Professional  
Archaeologist (RPA)

their consultants), USDA staff, state agencies, Tribal agencies etc., to complete NEPA and Section 106 compliance processes.

**Section 106 Compliance**

Completed Section 106 Desktop reviews prior to project implementation of projects throughout the United States for various state and private entities including the Florida Department of Transportation (Districts One and Seven), energy clients. Determined potential impacts to prehistoric and/or historic resources from project implementation via review of engineering plans and schematics. Finalized documents provided an assessment of how the archaeological and historical settings would be or not be affected by project implementation. Georeferenced historical aerials to modern aerials for various projects. Ensured compliance with guidance set forth in a Programmatic Agreements (PA) between the program and various federal and state entities. Ensured compliance with the Section 106 process for each project.

**HUD Part 58 ERRs**

Supporting the review procedures, documentation and correspondence for Environmental Review Records of HUD-funded infrastructure and housing activities in Lee County, Florida.

**Section 106 Compliance for Surveys**

Performed Phase I, II and III surveys, and construction monitoring throughout the southeast, midwest and mid-Atlantic for transportation, pipeline, telecommunications, and other power projects. Curated and analyzed artifacts collected from surveys. Assisted with historic architectural surveys and determinations for NRHP eligibility. Performed fieldwork required for photo simulations. Created and edited maps for cultural resource projects with ArcGIS Pro.

# SARAH SLAGLE-GARRETT, PE, CHMM

## Project Manager

Sarah Slagle-Garrett has over 19 years of experience in environmental site investigation, remediation, and compliance, including site characterization, corrective action implementation, Phase I & II environmental assessments, and environmental compliance auditing. She is responsible for project management activities, including report preparation, regulatory negotiation, data management, and project team coordination.



## PROJECTS

### **Due Diligence, Wake and Lee Counties, NC, Pharmaceutical Manufacturer, Task Engineer**

Wake and Lee Counties, NC, – Assisted with the completion of an extensive due diligence project for two sites in North Carolina selected for potential installation of a \$1 billion pharmaceutical manufacturing facility. Performed subcontractor oversight and reporting. The project was completed within budget on an accelerated schedule of less than four weeks.

### **Environmental Due Diligence for Purchase of Office Building, North Carolina, Confidential Developer, 2020-2021**

Ramboll prepare a Phase I ESA of an unoccupied office building and parking garage in downtown Durham, North Carolina.

### **Site Investigation and Regulatory Negotiation, North Carolina, Food and Beverage Manufacturer, 2018-2021**

Performed site investigation of a former food and beverage manufacturing facility. Activities included groundwater sampling, surface water sampling, well installation, and regulatory negotiation. Ramboll coordinated site access and activities with multiple stakeholders.

### **Site Investigation, Kensington, Georgia, Chemical Client, Task Engineer**

Conducted a groundwater investigation in support of redevelopment of a closed chemical manufacturing facility. Collected groundwater samples for analysis of VOCs, polycyclic aromatic hydrocarbons (PAHs), and metals; reviewed historical data; and conducted interview to characterize chlorinated solvent impact to groundwater surrounding several closed wastewater lagoons.

### **Comprehensive Environmental Compliance, Sanford, NC, General Timber, Inc., Project Manager**

Prepared a RCRA Part B permit renewal application, which included a RFI Work Plan and a Corrective Action Management Unit (CAMU) Closure Plan. Evaluated the potential for performing

## SPECIAL COMPETENCIES

Site investigation and remediation  
Environmental compliance  
Due diligence  
Environmental monitoring  
Project management

## PROJECT ASSIGNMENT

Due Diligence & Site Investigation

## TOTAL YEARS OF EXPERIENCE

19

## EDUCATION

BS, Civil Engineering

## PROFESSIONAL LICENSES

Certified Hazardous Materials Manager  
Professional Engineer, Environmental, North Carolina

## COURSES/CERTIFICATIONS

1900 40-Hour Hazardous Waste Operations and Emergency Response  
1900 Confined Space Entry Training, Entrant, Attendant & Supervisor  
1900 American Red Cross First Aid and CPR

## MEMBERSHIPS

Alliance of Hazardous Materials Professionals (AHMP)  
Society of Women Environmental Professionals (SWEP)

a risk assessment and implementing the North Carolina risk-based cleanup regulations to close the CAMU and eliminate the hazardous waste permitting requirement. Performed annual CAMU sampling and semiannual stormwater monitoring using low-cost field samplers. Negotiated with the NCDENR to implement a low-cost BMP to control copper concentrations in stormwater by amending the soil to raise the pH and reduce the potential of metals leaching into the stormwater. Conducted annual drip pad inspections for two wood treatment cylinders and prepared reports for submittal to regulatory agencies.

**Environmental Compliance, Clayton, NC, Pharmaceutical Manufacturer, Project Manager**

Performed environmental compliance auditing and prepared updates to the Integrated Contingency Plan (ICP) for a large pharmaceutical manufacturing facility. Evaluated and observed site activities and records to determine compliance with local, state, and federal laws. Evaluated site conditions and prepared updates to the facility's ICP which included the Stormwater Pollution Prevention Plan (SWPPP) and Spill Prevention, Control, and Countermeasure (SPCC) plans.

**Clayton ICP Update, Clayton, NC, Grifols Therapeutics LLC, 2024**

Ramboll performed an update of the facility's Integrated Contingency Plan and performed an evaluation of the facility's Tank Integrity Testing Procedures in accordance with the SPCC requirements.

**CAT Sanford NC Ph II, Sanford, NC, Caterpillar Inc., 2023, Managing Engineer**

Ramboll conducted a Limited Phase II Subsurface Investigation of the 23.5-acre parcel of land located at 4901 Womack Road in Sanford, Lee County, North Carolina.

**2023 Clayton ICP Update, Clayton, NC, Grifols Therapeutics LLC, 2023**

Ramboll will update Grifol's Integrated Contingency Plan. Ramboll will incorporate updated site contacts and updated Risk Management Plan requirements. Ramboll will also prepare a release response flow chart.

**Pond Sampling and Evaluation, Clayton, NC, McGill Associates, P.A., 2022**

Ramboll will perform sediment sampling in a stream and pond receiving runoff from a site formerly listed on the Inactive Hazardous Sites Inventory for North Carolina. Sediments in the pond will likely require vibracoring to reach deep enough to assess potential historical contamination. Sediment will be analyzed for pesticides, arsenic, and chromium. Based on the results of this investigation, the sediment will be characterized for disposal.

**GW Monitoring, Charlotte, NC, The Davey Tree Expert Company, 2021-2023**

Ramboll assisted The Davey Tree Expert Company in responding to a request from NCDEQ to provide an updated sensitive receptor survey and updated groundwater monitoring results for a LUST case associated with a site in Charlotte, NC.

**Groundwater Remediation and Site Closure, Henderson, NC, Ardagh, 2018-2021**

Ramboll performed regular product recovery and monitoring of groundwater at a closed sewage lagoon. Upon confirmation of long-term removal of product from the groundwater, Ramboll successfully pursued a No Further Action designation for the site from the North Carolina Department of Environmental Quality (NCDEQ).

# NICHOLAS J PANZERA, PG

## Senior Project Geologist

Nicholas Panzera has experience with all aspects of site investigation and remediation. He has prepared health and safety and work plans, developed and managed subcontracts, planned and implemented field investigations, managed remedial construction and implementation, and prepared technical reports. He has implemented Phase I and II environmental site assessments. In addition to these roles, he serves as the health and safety security coordinator for the Raleigh Office. His years of military experience as a team leader in dangerous and remote combat locations have enabled him to effectively transition to leading staff members safely and efficiently in the environmental consulting field.

### PROJECTS

#### **Lennar Seminole Park, Miami, FL, Lennar Corporation, 2025-2026**

On behalf of counsel, Ramboll evaluated indoor air quality and moisture intrusion in housing units constructed by Lennar Homes for the Seminole Tribe of Florida.

#### **Wastewater Permitting, Clayton, NC, Grifols Therapeutics LLC, 2025**

Evaluated the process, data needs, and schedule for successfully obtaining a NPDES permit to discharge wastewater treatment system effluent to the receiving stream.

#### **Parmer Woodlands Due Diligence, Research Triangle Park, NC, Alexandria Real Estate Equities, Inc., 2021-2023; Environmental Site Investigator**

Ramboll provided environmental consulting services for the property known as Parmer Woodlands located at 2501 E Cornwallis Road; 2152 Northeast Creek Parkway; 2422 Northeast Creek Parkway, and 2102 So-Hi Drive, Research Triangle Park, NC. 27709. Mr. Panzera's project tasks included completed Phase I site investigation and reporting for a large industrial development.

#### **GCP: Lumberton North Carolina Due Diligence, Lumberton, NC, Guardian Capital Partners, 2021**

Ramboll US Corporation provided due diligence services to Guardian Capital Partners in connection with a potential lease of an industrial building in Lumberton, North Carolina.

#### **StayOnline Due Diligence, Creedmoor, NC, Guardian Capital Partners, 2021**

Ramboll US Corporation will provide due diligence services to Winco Private Holdings, LP in connection with a potential business transaction involving Steri Technologies.



### SPECIAL COMPETENCIES

Groundwater sampling  
 Soil sampling  
 Sediment sampling  
 Surface water sampling  
 Soil vapor sampling  
 Vapor intrusion investigation  
 Field supervision  
 Construction oversight  
 Drilling oversight  
 Offshore sediment sampling  
 Monitoring well installation  
 Excavation oversight  
 Soil and core logging  
 Phase I  
 Phase II  
 Geographic information systems  
 Environmental sampling techniques  
 Aquifer Testing

### PROJECT ASSIGNMENT

Due Diligence & Site Investigation

### TOTAL YEARS OF EXPERIENCE

8

### EDUCATION

BS, Geology

### PROFESSIONAL LICENSES

Professional Geologist, NC

### COURSES/CERTIFICATIONS

2020	OSHA 10-hour HAZWOPER Site Supervisor
2020	OSHA 40-hour HAZWOPER
2019	OSHA 30-hour
2009	4G Welding Certification

**Former Gant Station 831, Winston Salem, NC, AIG Domestic Claims, Inc., 2021-2024; Project Geologist**

Project includes obtaining permission to work within railroad right of way for 3 soil borings and 7 ISCO injections into soil proximate well RW-10 by Orin Technologies, Inc., post remedial groundwater sampling and analysis (by Pace Analytical lab) and preparation of injection permit and summary report. Work will occur downgradient of property formerly owned by Gant Oil Company within a railroad right of way. Project is funded by AIG who requests and approves proposals and invoices.

**Revise Application for HSWA Permit Renewal, NC, Confidential Auto Parts Manufacturer, 2020-2021**

In response to a NOD from the NCDEQ, our client requested that Ramboll review and prepare a revised application for a HSWA permit renewal for an active manufacturing facility in Sanford, North Carolina. The document had major deficiencies in content and organization, and had a deadline for resubmittal a little over a month out. Ramboll completed the application on time, and obtained a renewed permit for the facility.

**Bunn Dump Closure, Raleigh, NC, North Carolina Department Of Environmental Quality, 2016-2021**

Ramboll provided independent, turnkey services for closure of a pre-regulatory landfill under a pilot program with the North Carolina Department of Environmental Quality (NCDEQ). Under this program, Ramboll completed a remedial investigation, remedial action plan, and remediation with limited regulatory involvement. The remediation consisted of stabilization of lead-contaminated soil, and offsite disposal at a permitted landfill. Following remediation, the site was reforested, and restored to unrestricted use.

**Former Empire Brush: 2024-2025 Remedial Action Activities, Greenville, NC, Newell Operating Company, 2024-2026**

Ramboll performed ongoing groundwater monitoring and progress reporting for the Former Empire Brush Site.

**Railroad Geotechnical, Fayetteville, NC, DAK Americas, 2023; Project Geologist**

Develop and EMP and perform a geotechnical investigation along a section of RR that has settled.

**RP Building Structure and Interior Mold, Fort Bragg, NC, Bragg Communities, LLC, 2023-2025**

Construction Oversight of mold remediation on 1 of 18, 24 unit, multi-family structures. Scope includes identifying impacted areas, oversight of remediation activities, and clearance after remediation is complete.

**Hurricane Ian IAH, SMS Assist, 2022-2024**

Moisture mapping and ACM sampling

**Environmental Due Diligence, Research Triangle, NC, Longfellow Real Estate Partners, LLC, 2022; Environmental Site Investigator**

Ramboll conducted diligence of a 25-acre parcel located at 1 Innovation Drive in Research Triangle, NC on behalf of Longfellow Real Estate Partners. Mr. Panzera's project tasks included completing Phase I site investigation and reporting for a large industrial development.

**Pond Sampling and Evaluation, Clayton, NC, McGill Associates, P.A., 2022**

Ramboll performed sediment sampling in a stream and pond receiving runoff from a site formerly listed on the Inactive Hazardous Sites Inventory for North Carolina. Sediments in the pond will likely require vibracoring to reach deep enough to assess potential historical contamination. Sediment will be analyzed for pesticides, arsenic, and chromium. Based on the results of this investigation, the sediment will be characterized for disposal.

# EVAN LEBLANC

## Consultant 3

A Consultant 3 with Ramboll, Evan LeBlanc specializes in Site Solutions from Due Diligence to various Remedial techniques and Multi Media Compliance, with experience in NEPA environmental reviews and Programs under Housing and Urban Development. His experience and knowledge extend to human health risk assessment investigation design and reporting, ASTM Due Diligence (Phase I/Phase II ESA), Spill Prevention Control and Countermeasure Plans, various solid waste and water permitting and compliance, soil and groundwater media remedial project design and cost evaluation, contractor procurement and management. His field experiences include Oil and Gas Due Diligence, environmental investigation, sampling and remediation oversight in sediment, soil, groundwater, surface water, ecological and waste media. Evan has served as the Health and Safety Coordinator onsite for various projects and has onsite experience in identification of environmental, health, and safety liabilities through extensive site assessments and compliance auditing.

### PROJECTS

#### **Restore Louisiana Program - Tier II Site Specific Review (Including Section 106), Multiple Parishes, Louisiana, IEM, 2017-2020**

Ramboll assisted the State of Louisiana through a prime contract with Innovative Emergency Management, Inc. (IEM - Baton Rouge) with conducting HUD-mandated environmental reviews (Tier II Site Specific Reviews) in accordance with 24 CFR Part 58 for the unnamed flooding events of 2016 in many parts of Louisiana. The project included environmental reviews of thousands of homes affected by the storms for potential risks associated with floodplains, toxics, historical preservation, noise, and proximity to sensitive streams.

#### **Loan Principal Repayment Grant Program (Unmet Needs) - Tier 2 Site-Specific Reviews of Road Home Homeowner Assistance for Unmet Recovery Needs Construction Financing, Louisiana, Office of Community Development, 2016-2019**

Ramboll assisted the State of Louisiana's Office of Community Development to perform NEPA environmental reviews under HUD's regulations (24 CFR Part 58) for loans to qualified homeowners for re-construction, rehabilitation of residential homes with unmet needs; e.g., where rebuilding following a hurricane was halted due to contractor fraud. HUD NEPA "Tier 2" checklists and lead and/or problem drywall inspections to be completed once property information is provided and OCD directs REH to perform work on individual or "batch" basis.



### PROJECT ASSIGNMENT

Due Diligence & Site Investigation

### TOTAL YEARS OF EXPERIENCE

9

### EDUCATION

BS, Geology

### COURSES/CERTIFICATIONS

Maintains SARA/OSHA 40-hour Hazardous Waste Operations and Emergency Response (HAZWOPER) training through annual refreshers  
 American Safety and Health Institute CPR / AED and Basic First Aid Certification  
 Transportation Worker Identification Credential (TWIC)  
 USACE construction Quality Management for Contractors  
 EM 385-1-1 8 Hour Construction  
 OSHA 30 Hour Construction

**ADDITIONAL EXPERIENCE****Site Solutions / Due Diligence**

Assisted in the development of work plan and implementation of a Phase II Environmental Investigation at a Port Allen, Louisiana Facility. Work included sampling and groundwater monitoring for subsurface characterization and sampling to provide data as to the fate and transport of heavy metals in soils, groundwater and sediments under the Louisiana RECAP Program. Fieldwork included logging, collection and sampling of soil at various depths, as well as groundwater. Research and evaluation of data resulted in the construction of the facilities electrical substation.

Conducted Phase I environmental assessments of residential structures through the Louisiana Housing Corporation, as well as assisted in commercial and industrial facilities. Experience in both types of environmental assessments includes site assessment as well as reporting.

Conducted extensive groundwater and soil sampling utilizing various groundwater sampling techniques and methodologies including low flow sampling, high volume sampling, influent and effluent sampling, air-lifting systems, positive displacement bladder pumps (temporary and permanent), bailers, submersible pumps, and various other systems. Mr. LeBlanc has sampled groundwater and soil for various laboratory analysis including metals, PFAS, volatile organic compounds, semi volatile organic compounds, and various other non-organic and organic analytes, all while implementing rigorous sampling protocols to ensure data accuracy and reliability, adhering to industry standards and regulatory requirements. He has demonstrated expertise in handling and preserving samples, maintaining chain of custody, and conducting thorough quality control checks throughout the sampling process, then collaborate with multidisciplinary teams to interpret sampling results and develop mitigation strategies for contaminated sites. Mr. LeBlanc's sampling experience ranges across the United States from the states of Tennessee, Washington, California, Indiana, Illinois, Texas, Mississippi, Kansas, Colorado, Alabama and various others ranging in climate and soil and groundwater conditions.

**Multi-Media Sampling Example Projects**

Development of the work plan and implementation of a Phase II Environmental Investigation at a Port Allen, Louisiana Facility. Work included sampling and groundwater monitoring for subsurface characterization and sampling to provide data as to the fate and transport of heavy metals in soils, groundwater and sediments under the current state and federal regulations. Fieldwork included logging, collection, and sampling of soil at various depths, as well as groundwater. Research and evaluation of data resulted in the construction of the facilities electrical substation.

Work plan development and implementation of an investigation at a Geismar, Louisiana facility. Work included sampling and groundwater monitoring for subsurface characterization as to the fate and transport of heavy metals in soils, groundwater and sediments under the applicable state and federal regulations. Fieldwork included the collection, sampling, and analysis of groundwater to provide valuable insights into metal contamination patterns and potential risks to human health and ecosystems.

Conducted Phase I environmental assessments of residential structures through the Louisiana Housing Corporation, as well as assisted in commercial and industrial facilities. Experience in both types of environmental assessments includes site assessment as well as reporting.

**Multi-Media Compliance**

Auditing and compliance of multiple Louisiana and Mississippi industrial facilities, including onsite Sampling and Analysis Plans, Discharge Monitoring Reports, Semi-Annual reporting and general water and solid waste permitting needs.

# EMILY WEISSINGER, PE, LEED AP BD+C

## Principal, REH Americas

Emily Weissinger has extensive experience in air quality permitting and regulatory compliance. She supports clients throughout the entire project lifecycle, from site selection and permitting strategy to construction and operating permit applications, and ensures they have the tools and guidance needed to successfully comply with their permit requirements. Emily has expertise in reviewing and evaluating regulations and has contributed to the development of multiple state implementation plans for ozone and particulate matter. She has conducted indoor and ambient air quality sampling, led teams in complex air dispersion modeling and health risk assessments, and provided guidance on greenhouse gas reporting and carbon market trading. In addition, she has experience with stormwater and wastewater permitting and compliance and California Environmental Quality Act (CEQA)/National Environmental Policy Act (NEPA) compliance and documentation.

### EXPERIENCE HIGHLIGHTS

#### Air Quality Permitting and Compliance Assistance

Provided air quality permitting and compliance assistance to clients across various commercial and industrial sectors, including mining, oil and gas, data centers, power generation, and manufacturing, spanning more than fifteen U.S. states. Her services encompass emissions estimation, permitting strategy and applications, compliance reviews, indoor and ambient air quality sampling, and fulfilling various state and federal reporting obligations for air permit compliance.

#### Air Quality and Health Risk Assessments

Managed teams in the development of air quality and health risk assessments for commercial and industrial developments, as well as large-scale infrastructure projects. Tasks have included quantifying emissions, human exposure, and health risks using various emission factor models as well as Microsoft Access, HARP2, ArcGIS, AERSCREEN, and AERMOD.

#### State Implementation Plan and Emission Inventory Development

Assisted multiple air agencies in the development of state implementation plans for National Ambient Air Quality Standards (NAAQS), a requirement under the Clean Air Act. Individual responsibilities have included emission inventory development, monitoring and meteorological data processing, regulatory analyses, control measure analysis, inter-agency consultation, public outreach, and comprehensive report writing.



### SPECIAL COMPETENCIES

- Air permitting
- Ambient air monitoring
- CA GHG reporting and verification
- California Environmental Quality Act Assessment
- Consulting expert support
- Emissions modeling
- Environmental and social impact assessment
- GHG Offsets
- Greenhouse gases
- Human health

### PROJECT ASSIGNMENT

Air Quality

### TOTAL YEARS OF EXPERIENCE

16

### EDUCATION

MSE, Civil, Environmental, & Sustainable Engineering  
BSE, Civil and Environmental Engineering

### PROFESSIONAL LICENSES

Professional Engineer,  
Environmental, AZ  
LEED AP BD+C

**Fugitive Dust Control**

Provided strategic assistance to numerous industries for the control of fugitive dust sources. This work has included authoring fugitive dust control plans, developing and testing innovative dust control measures, and performing comprehensive reviews of dust-related air quality regulations to facilitate strategic planning.

**Stormwater and Wastewater Compliance**

Assisted various industrial facilities in meeting their stormwater and wastewater compliance obligations. Individual tasks have included permit renewals, stormwater sampling, facility inspections, annual and semi-annual reporting, as well as stormwater pollution prevention plan (SWPPP) development and updates.

**Carbon Market Assistance**

Provided strategic greenhouse gas cap and trade compliance assistance to multiple industries seeking to understand and comply with the existing California cap and trade regulation, as well as plan for potential future regulations. This has included reviewing current and proposed regulations and distilling key information for company executives, providing bid advisory services for clients participating in cap and trade auctions, and overseeing calculations related to third-party verification of greenhouse gas offsets for use in California's cap and trade program.

**Greenhouse Gas Reporting and Compliance**

Provided technical support related to greenhouse gas emissions estimation, compliance, and reporting, including the development of greenhouse gas monitoring plans and the annual reporting of emissions. She has also contributed to the development of climate action plans for industry and local government.

**Sustainable Design and Operation**

Provided technical support to multiple industries seeking greater sustainability in their operations. This has included developing the documentation and calculations necessary for the successful LEED certification of new construction, as well as auditing energy, water, and waste profiles of existing operations and providing recommendations for improvement.

# TERESA ALFSON MUSICK

## Senior Consultant 2

Teresa Musick is a Senior Consultant in the Air Science Practice at Ramboll and has 15 years of experience and technical expertise in air quality permitting and compliance. She has experience in a variety of industry sectors, including refining, nuclear and fossil power generation, pulp and paper, oil and gas, and chemical manufacturing. Her experience has been used to provide technical support in assisting clients with air permitting efforts, including initial Title V and Minor Source applications, major and minor modifications, renewals, various miscellaneous permitting actions, and regulatory compliance analyses. Additionally, Teresa has provided onsite inspection and compliance auditing support.

### EXPERIENCE SUMMARY

#### Air Quality Permitting and Compliance

Performed regulatory analyses for industries including nuclear and fossil power generation, fertilizer manufacturing, tank terminals and marine docks, oil and gas pipelines, natural gas compressor stations, methanol production, petroleum refining, chemical production, green diesel production, olefins production, polymer products, sugar refining, railcar manufacturing and cleaning operations, and glass and metal containers manufacturing. Tasks included researching background documentation for several proposed and final federal and state regulations; determining federal and state regulatory applicability and compliance requirements, including emissions control, performance testing, monitoring, recordkeeping, and reporting requirements.

Assisted in the preparation of numerous air permitting documents including the following: Initial Title V and Minor Source Permit Applications, Major and Minor Title V Permit Modifications and Renewals, PSD Permit Applications, Administrative Amendments, Authorizations to Construct (ATC), Variances, Exemptions, Notification of Case-by-Case Insignificant Activities (CBCIA), and Letters of No Objection (LONO). Tasks included preparing technical reports, creating emission calculations, utilizing Microsoft Access databases to manipulate and interpret data, and performing regulatory analyses. In addition, provided post-submittal agency support for submitted permit applications to negotiate permit terms and conditions, answered agency questions and prepared responses to public comments.



### SPECIAL COMPETENCIES

Air quality permitting and compliance

### PROJECT ASSIGNMENT

Air Quality

### TOTAL YEARS OF EXPERIENCE

19

### EDUCATION

BS Biology

Assisted in the preparation of multiple Title V air permit modifications and renewal applications for a large energy/pipeline company in Louisiana and Tennessee. Tasks included regulatory applicability determinations and documentation, development of a database to generate the Louisiana Part 70 application and EIQ Forms and/or population of Title V construction and operating application forms for Tennessee, and post-submittal support to review draft permits prepared by LDEQ and TDEC.

Assisted in performing evaluations of the air permit status for over 390 oil and gas sites in North Louisiana. Tasks included supporting the development of a unique permitting strategy that allowed permit applications for a large number of sites to be prepared in a streamlined manner, regulatory applicability analyses, preparation of minor source oil and gas permits, ATCs, and exemption documentation memos.

Performed onsite air permit compliance audits for power generation sites. Tasks included pre-audit planning, facility tour/inspection of all air emission units, onsite document/record review in support of required permitting and regulatory requirements, staff interviews (operations, engineering, maintenance, and contractors), development of draft and final findings with recommended path forward.

Assisted in performing a company-wide evaluation of applicability and compliance with regulations related to reciprocating internal combustion engines. Tasks included ongoing management of compliance database of 600+ engines, preparation of compliance documentation for each engine, coordination of team management and communications between facility legal, environmental and engineering staff.

Provided onsite permitting support for a Louisiana storage and loading facility. Tasks included data gathering, preparation of Title V permit applications, regulatory review, interpretation, and documentation of all permitted sources at the facility.

Assisted in the preparation of quarterly, semiannual, and annual compliance reporting. Tasks included preparing technical reports, data gathering, and performing regulatory analyses.

# CHRISTINA HUGHES, PE, CFM, ENV SP

## Project Manager

Christina Hughes has over 11 years of experience in sustainable water resource engineering and planning and floodplain management. She has led multiple projects involving Low Impact Development (LID) design and planning, non-potable water reuse systems, flood risk analysis and communication, flood warning system development, and hydraulic and hydrologic modeling.

### PROJECTS

#### **Hagerty: Montgomery Co - San Jacinto Watershed CDBG-MIT, Montgomery County, TX, Hagerty Consulting, Inc., 2025-2026**

Ramboll provided Part 58 ERR and Special Studies including US Army Corp permit support for CDBG-MIT projects within the San Jacinto watershed tributaries.

#### **Sauquoit Creek Project III Flood Bench Design, Whitesboro, NY, Town of Whitestown, NY, 2023-2025; Project Manager**

Providing design, permitting, and bid-phase services for the Sauquoit Creek Channel and Floodplain Restoration Program, Project III. Project III includes two enhanced floodplain benches to provide flood mitigation and erosion control for flood prone communities in Whitesboro, NY.

#### **Resilience Plan, Granite City, Illinois, Americas Central Port District, 2025-2026**

Developing a climate adaptation plan with a public engagement strategy and a foundational greenhouse gas emissions inventory, as well as a climate risk and vulnerabilities assessment.

#### **Tide Gates Inspection and Inflatable Dam Replacement Design, DC Water, 2024-2026; Project Manager**

Providing inspection services for the Main Pump Station's tide gates at NJ Ave and Tiber Creek CSS outfall locations, as well as providing design and MFU contractor coordination for the replacement of inflatable dams. Ramboll is responsible for all civil engineering related services, task order management, and ensuring that subcontractor deliverables adhere to DC Water standards.

#### **Ivy City Climate Resilience Strategy, Washington, DC, All Hazards Consortium, 2024-2025**

Developing a climate resilience strategy to make Ivy City more resilient to and mitigate the uniquely urban pressures from climate change – particularly increased urban heat island effect and cloudburst flooding. Additionally, the plan will seek to capture and maximize co-benefits associated with combatting



### SPECIAL COMPETENCIES

Water resilience planning and sustainable stormwater infrastructure

### PROJECT ASSIGNMENT

Floodplain Management

### TOTAL YEARS OF EXPERIENCE

11

### EDUCATION

MS, Civil & Environmental Engineering  
BS, Civil & Environmental Engineering

### PROFESSIONAL LICENSES

Professional Engineer, Civil – Water Resources & Environmental, AK, DC, NY, VA, TX  
Certified Flood Plain Manager, District of Columbia  
Envision - Envision Sustainability Rating System

### MEMBERSHIPS

American Institute of Architects (AIA) –Student Design Competition Chair, Gulf Coast Green Conference Planning Committee American Society of Civil Engineers (ASCE) – Sustainability Committee Chair, Houston Branch Urban Land Institute (ULI) Houston Institute for Sustainable Infrastructure (ISI)

urban heat and interior flooding, such as improving access to recreation, improving air quality, and increasing tree canopy.

**Resilient Small Parks Assessment and Design, Washington, DC, United States, District of Columbia Department of Parks and Recreation, 2023-2024; Technical Lead**

Developing an ESRI-based web tool to identify clusters of small parks that are candidates for climate adaptation upgrades. Park clusters will be selected based on their need for climate resilience work, potential to provide benefits to protect communities from climate hazards, and other co-benefits, such as providing open space for underserved populations. Once selected, the Ramboll team will provide a series of precedent examples and typology diagrams that can be applied to the park clusters and other locations around the District. Ms. Hughes assisted with the development of a resilience assessment tool, identified and created design typologies for resilient stormwater and urban heat island improvements, provided community engagement support, and guided the concept design for two small park clusters in local underserved communities based on community input and climate adaptation goals.

**CSO Tide Gates and Inflatable Dams Inspections, Concept Designs, and Design Development, Washington, District of Columbia, United States, District Of Columbia Water and Sewer Authority, 2022-2024; Project Manager**

Existing Inflatable Dams utilized in DC Water's CSO system at Structures 14, 15, 15a, 16, 34, 35, and 52 were inspected by Ramboll and evaluated based on their mechanical and structural integrity, and LIDAR scanning was completed for use in model creation. A Concept Finalization Report is being prepared to present findings and evaluate alternatives for replacement. Ms. Hughes joined the project after the inflatable inspections were completed and managed the assessment phase, concept design development, construction cost estimate development, coordination, and technical documentation efforts. Ms. Hughes is now serving as project manager on the follow-up phase that includes design and installation of the replacement inflatable dams and inspection of the CSO system tide gates at the Anacostia River, as well as design of the tide gates replacement/repairs. The project includes permitting coordination with various local and federal agencies, development of a robust health and safety plan for subsurface inspection work, coordination with the client's contractor and vendors during the design process, and engineering services during construction.

**On-Call Services, Stafford, VA, Stafford County, VA, 2021-2023; Project Manager**

Engineering services for water and sewer system modeling and planning analyses including: developer requests, pipe and pump sizing for water and sewer replacements, fire hydrant flow requests and estimates, uni-directional flushing analyses, criticality analyses and 3R investment priorities, new water and sewer capital projects in the existing system, modeling analyses for PER submissions, and model training for County staff.

**West Chester Technical Support, West Chester, NY, Angus International Safety Group, LTD, 2021-2024**

Ramboll assisted the client in evaluating potential sources of per- and polyfluoroalkyl substances (PFAS) to a nearby creek and provided technical and strategic support in response to third party claims.

**PUBLICATIONS**

2017

**A Method to Estimate Return Period of Extreme Events Applied to Hurricane Harvey Rainfall**

EWRI Currents

Authors: Hughes, C., Salazar, A., & Yung, A.

2016

**Hydrologic performance of watershed-scale low-impact development in a high-intensity rainfall region**

Journal of Irrigation and Drainage Engineering

Authors: Juan, A., Hughes, C., Fang, Z., & Bedient, P.

# FELIX KRISTANOVICH, PhD, PE

## Managing Consultant

Felix Kristanovich brings over 37 years of experience as a senior water resources engineer and certified floodplain manager, Dr. Kristanovich is a lead hydraulic, hydrologic, and water quality engineer. Dr. Kristanovich has managed or led streamflow restoration projects and conducted numerous hydrologic evaluations of watersheds and streamflow systems. He has also incorporated impacts of changing climate in hydrologic modeling of high-elevation watersheds by modeling the effects of changed temperature, precipitation, and other meteorological variables on snowmelt and glacier runoff, as in hydrologic study of the River Rioni watershed in the Republic of Georgia.

He has performed flood insurance studies for FEMA via LOMR, CLOMR, and LOMA processes, and prepared dam design documents in compliance with the Department of Ecology Dam Safety. As a coastal engineer, he has assessed dredging and hydraulic modeling at numerous international ports. Dr. Kristanovich has designed shoreline protection against wind-waves, ship-waves and river currents on the Columbia and Willamette rivers, and along shorelines at different Puget Sound harbors, utilizing Coastal Engineering Design Analysis Software (CEDAS), including application of ACES, DYNLET, NEMOS, SBEACH, GENESIS, RCPWAVE, and SPWAVE.

## PROJECTS

### Loup-Loup Creek Restoration, Omak, WA, Okanogan Conservation District, 2021-2023

Prior to joining Ramboll, Dr. Kristanovich managed hydrologic, hydraulic, and biological restoration on a portion of Loop Loop Creek near Mallot, Washington. The Loup Loup Creek restoration included activation of the side overflow channel (floodplain reconnection), habitat and fish enhancement (particularly steelhead) of the main creek channel, and redistribution of sediment yield from the creek into the adjacent floodplain. This project completed preliminary design stage. Dr. Kristanovich coordinated the project with a multi-disciplinary design team, Okanogan Conservation District managers, Confederated Tribes of the Colville Reservation fish biologists, and Bureau of Reclamation regulators. He has facilitated submittal of necessary permits to Ecology, the US Army Corps of Engineers (USACE), Washington State Department of Fish and Wildlife, and FEMA (including submittal of LOMR) and revised base flood map for the project area.

### FEMA, Flood Insurance Study for Alameda County and for Sacramento County, CA, United States, Alameda County, Role: Hydraulic Engineer



## SPECIAL COMPETENCIES

Hydrologic modeling,  
Flood risk analyses,  
River restoration design,  
Fate and transport evaluations,  
Water quality impact assessments  
Hydrodynamic modeling in rivers,  
lakes, and estuaries

## PROJECT ASSIGNMENT

Floodplain Management

## TOTAL YEARS OF EXPERIENCE

37

## EDUCATION

PhD, MS, BS Civil Engineering

## PROFESSIONAL LICENSES

Professional Engineer, Civil –  
Water Resources & Environmental,  
AK, CA, ID, WA  
Qualified Ind Stormwater  
Practitioner, California

## COURSES/CERTIFICATIONS

2021 Qualified Stormwater  
Developer (QSD) -  
California Stormwater  
Quality Association  
(CASQA)  
2023 Certified Floodplain  
Manager

## MEMBERSHIPS

American Society of Civil  
Engineers (ASCE)  
American Water Resources  
Association (AWRA)  
Association of State Floodplain  
Managers (ASFPM)

Prepared flood insurance studies for Alameda (Cities of Pleasanton, Livermore, Dublin, Newark, Fremont, Union City, and Oakland) and for Sacramento counties. These studies entailed coordinating collection of data and conducting field surveys, hydrologic analyses of watersheds using HEC-1, hydraulic analyses of open channel flows and overland flows using HEC-2 and HEC-RAS, detailed bridge hydraulics, and flood mapping according to FEMA guidelines. The HEC-1 models were developed for over 200 watersheds, employing both lumped and distributed routing methodologies. The distributed methodology used kinematic wave routing scheme that subdivided each sub-watershed into the system of main channels, collector channels, and sub-collector channels, each receiving overland runoff from corresponding gridded watershed element.

**Nine Springs WWTP WPDES Permit Renewal, Madison, WI, Madison Metropolitan Sewerage District, 2024-2025**

Ramboll provided consulting services to Madison Metropolitan Sewerage District regarding applying for a WPDES permit and the implications associated the permit requirements.

**Impacts of Water Quality on SW Florida Economies, Battle Ground, WA, Greene Economics, 2023-2024, Managing Consultant**

Ramboll provided input, guidance, and interpretation on impacts from detrimental water quality events, especially those tied to potential flooding & forecasted increasing storm frequency and sea level rise.

**UDPDA District Ecological Asset and Performance Standards Study, Battle Ground, WA, Greene Economics, 2023, Managing Consultant**

Ramboll supported development of ecological metrics and performance standards for the University District Public Development Authority in Spokane, Washington.

**Jonesport RAS Environmental Permitting Support, Jonesport, Maine, United States, Kingfish Maine, Inc., 2020-2021**

Ramboll is assisting Kingfish-Maine in developing and submitting environmental permits to state and federal agencies for their proposed land-based aquaculture facility in Jonesport, Maine.

**Windward: Lake Roosevelt Engineering Evaluations, NE Washington State, WA, Windward Environmental LLC, 2020-2021**

Ramboll is conducting engineering quantities and costs for different restoration management alternatives. Ramboll hydrologists are including hydrologic and geomorphologic restoration principles in the design.

**China Creek Phase 2 Water Storage Design Evaluations, City of Centralia, WA, City of Centralia, 2019-2021**

Ramboll expedited permitting, finalized Engineering Plans and Specs, and coordinate with subcontractors.

**China Creek Phase 1 and Phase 2 Water Storage Design Evaluations, Centralia, WA, City of Centralia, 2018-2020**

For Phase 1, Ramboll will finalize design bid documents. For Phase 2, Ramboll will modify hydraulic and sediment transport model, finalize Phase 2 design bid documents, and obtain necessary permits, including SEPA, and JARPA permitting.

**PUBLICATIONS**

2016

**Vulnerabilities to Climate Change is Not Just for Seaports – Inland River Ports Should Also Proactively Address Climate Change Vulnerabilities in their Planning Processes,**

Proceedings

Authors: Daugherty, D. Greene, G., Reub, G., Kristanovich, F., and Moore, D.

# ADAM GOODINE

## Senior Managing Consultant

Adam M. Goodine has over 22 years of experience in environmental science and biology, with particular emphasis in the areas of natural resource evaluation related to wetland science, delineation, and impact permitting; wetland impact assessments; upland and wetland vegetation surveys; aerial photograph interpretation and application of remote sensing techniques; field research using geographic information systems (GIS), global positioning systems (GPS), and radio telemetry; threatened and endangered species surveying and habitat impact permitting; hydrological sampling and data processing; environmental compliance auditing of commercial and industrial facilities; and completion of Phase I and Phase II investigations and reporting under the American Society for Testing and Materials (ASTM) Standard E1527 for Environmental Site Assessment Reporting in support of due diligence investigations. The majority of Mr. Goodine's work has focused on greenfield and brownfield industrial development support, including wetland and water quality functional assessment, listed species surveying and impact permitting, and impacts relative to human disturbance and employment of appropriate mitigating measures. These technical abilities are applied by Mr. Goodine and his team in performing complex consultation and permitting actions for commercial and industrial development with regulatory agencies such as the U.S. Army Corps of Engineers, the United States Fish and Wildlife Service, the Louisiana Department of Natural Resources – Office of Coastal Management, and the Louisiana Department of Environmental Quality.

### PROJECTS

Lead wetlands consultant on NEPA recovery work servicing Ramboll Americas Engineering Solutions, Inc. contracts with the Louisiana Office of Community Development and the City of New Orleans from 2008 to present.

United States Army Corps of Engineers (USACE) experience pertaining to wetland science, which includes: familiar with implementation of USACE methodology for wetland delineation as described within the 1987 Corps of Engineers Wetlands Delineation Manual; implementation of Regional Supplement Guidance of the 1987 Corps of Engineers Wetlands Delineation Manual to wetlands delineation within the continental United States; application of USACE Regulatory Guidance Letter clarifications on jurisdiction under the Clean Water Act regulations and the USACE approach to wetlands delineations and "waters of the United States" determinations throughout the last several years, most notably the 2008 Rapanos Guidance, the Navigable Waters Protection Rule, and associated policy changes related to the vacatur of said rule; Sackett Supreme Court decision; and recent USACE and Environmental Protection



### SPECIAL COMPETENCIES

Wetlands  
Wetland assessment  
Site assessment  
Threatened endangered species  
Army Corps of Engineers permitting  
Wetland impact permitting  
Site selection services

### PROJECT ASSIGNMENT

Wetlands/Waters

### TOTAL YEARS OF EXPERIENCE

22

### EDUCATION

BS, Environmental Science and Biology

Agency guidance. Extensive experience in application of various functional assessment methodologies, determination of functional value per acre of wetland areas, and application of mitigation strategies for offsets to wetland impacts.

Provided wetland impact and resource conservation consultation services for several greenfield industrial developments located on the Mississippi River in Louisiana, with specific focus on Mississippi River levee impacts, Section 408 consultation with the USACE, and implementation of least damaging alternatives to assist the agency in reaching permit decisions approving development as proposed.

Conducted wetland delineation / jurisdictional wetland determinations for review and approval by various governmental regulatory agencies. Facilitation of wetland impact permitting. Responsibilities have included preparation of local, state, and federal wetland impact permit applications, performance of wetland functional analysis scoring and developed impact mitigation plans and coordinated between project management, engineering, surveying, and regulatory agencies to avoid, minimize, and mitigate project impacts to wetland areas.

Performed hundreds of wetlands jurisdictional determinations at sites throughout the Gulf Coast and Midwestern United States, with a majority concentrating on the Louisiana Coastal Zone, including multiple Mississippi Riverfront projects on properties in excess of 2,000 acres from 2008 to present.

Participated in a multitask project designed to monitor the land loss and hydrology of southern Louisiana (CRMS). Applied to the entire coastline and corresponding drainage basins, responsibilities consisted of monitoring site selection and construction of data monitoring systems, instrument deployment for continuous data collection, vegetation and soils/sediment data characterization of monitoring site areas also performed.

Provided due diligence investigation support, wetlands delineation, and listed species assessment field study services for data center siting for several properties throughout the Gulf Coast.

Conducted site assessment and preliminary for a planned CCUS system installation in Central Louisiana associated with a coal-fired power plant.

Conducted site assessment and federal permitting for a seven mile heated oil line from storage assets on the Mississippi River to a "Green Diesel" refinery in southern Louisiana.

Recently provided wetlands consultation, delineation, permitting, and mitigation guidance services in support of gas pipeline / facility expansion work proposed within the Army Corps of Engineers Galveston District – area of interest in and about Nederland and Port Arthur in Jefferson County, Texas.

Obtained multiple CWA 404 Permits for Southeastern Louisiana refinery expansion operations (2010 to present).

Obtained multiple CWA 404 Permits and Florida Water Management District Permits for both residential and commercial developments in Central Florida (2005-2008)

Managed scoping and implementation of an airport tenant expansion project at the City of Houston's George Bush Intercontinental Airport, which included Phase I Environmental Assessment Reporting under ASTM Standard E1527-21 as well as detailed assessments related to wetlands, listed species, local ordinances relative to environmental conservation related development, and more.

# SARA COPP FRANZ, PWS, CERP

## Senior Ecologist- Senior Consultant 2, PWS

Sara Copp Franz is an ecologist with over 11 years of experience practicing restoration ecology and natural resource management in a variety of roles. She is certified through the Society of Wetland Scientists as a Professional Wetland Scientist (PWS) and through the Society of Ecological Restoration as a Certified Ecological Restoration Practitioner (CERP). Her portfolio includes ecological restoration, threatened and endangered species surveys, biological surveys, wetland delineations, environmental assessments, biological assessments, noxious weed surveys, GIS and remote analysis, regulatory compliance, Clean Water Act section 404 and Endangered Species Act section 7 compliance, experimental design, native plant production planning, data management, technical writing, and National Environmental Policy Act compliance. She has planned and/or overseen the installation of over 75 ecological restoration projects within wetlands, rivers, lakes (The Great Lakes Basin), aridlands, woodlands, grasslands, montane forests, and temperate forest ecosystems across the United States.

## PROJECTS

### **KMCC Navassa OU3 Marsh Characterization and BERA Addendum, Navassa, NC, Integral Consulting Inc., 2020-2023**

Ramboll will team with Integral Consulting Inc. (Integral) to perform further characterization of the Kerr-McGee Chemical Corporation Superfund Site. This scope of work focuses on additional investigative work (e.g., passive diffusion sampling, sediment sampling, and surface water/upwelling water sampling,) to be performed at the site as identified by Integral, Greenfield Environmental Multistate Trust, the United States Environmental Protection Agency Region 4 (EPA R4), and North Carolina Department of Environmental Quality (NCDEQ)

### **Green Haven Correctional Facility WWTP – Lagoon Decommissioning 100%, Stormville, NY, New York State Office of General Services, 2020-2021**

Assist project team with developing water budget for the Green Haven WWTP wetlands. If funds remain, assist as needed with wetland final design including species lists.



## SPECIAL COMPETENCIES

Ecology; Ecological Restoration; Ecological Design; Botany; Biodiversity; Biostabilization; Native Plant Ecology; GIS; Biological Surveys; Wetland Delineations; Resiliency, Seed Mix Design; Site-Specific Native Plant Ecology; Monitoring and Adaptive Management; Invasive Species Assessment; Wetland Mitigation; Soil Collection and Analysis; Natural Resources Management

## PROJECT ASSIGNMENT

Wetlands/Waters

## TOTAL YEARS OF EXPERIENCE

11

## EDUCATION

Master of Science  
Bachelor of Science

## PROFESSIONAL LICENSES

Certified Ecological Restoration Practitioner  
Professional Wetland Scientist

## COURSES/CERTIFICATIONS

2020 40-Hour HAZWOPER  
2060 ACOE Wetland Delineation, Waters of the US and Regional Supplement Training

## MEMBERSHIPS

Society of Ecological Restoration-Central Rockies Chapter, Colorado Native Plant Society, Society of Wetland Scientists

**South Mastic Beach Ecological Restoration, South Mastic Beach, NY, Town of Brookhaven, 2021-2025**

Ramboll is developing final designs to restore 147 acres of degraded saltmarsh in Mastic Beach, NY back to a natural floodplain to reduce flooding to neighboring communities and increase natural habitats and ecological diversity. The project will finalize plans and obtain all permits to remove a coastal road and create new habitats to reduce flooding, remove invasive plants and replant with native species, and communicate predicted sea-level flooding to Mastic residents.

**Duluth Coastal Infrastructure Resilience, Duluth, MN, City of Duluth, MN, 2021-2023**

Ramboll is providing practical solutions to address coastal erosion and shoreline failures and corresponding infrastructure risks along the North Shore of Lake Superior, from Brighton Beach to the French River, and select areas on Minnesota Point.

**Eagle Point Wetland Restoration Plan, Westville, NJ, 2020**

Ramboll will assist the project team with development of specific vegetative components for the Eagle Point facility restoration plan in New Jersey following the guidance from the State of New Jersey DEP Wetland Mitigation Proposal Checklist. This work will include the development of sitespecific plant lists and seed mixes by hydrologic wetland zone as well as other components of the mitigation plan.

**Sanderson Gulch Channel Improvement Project, Urban Drainage Flood Control District, 2018; : Ecologist**

Sara served as ecologist assisting with the ecological restoration strategy and design development for the realignment of Sanderson Gulch near the confluence of South Platte River in Denver, Colorado. The project team supported the planning and design of a functioning and natural appearing open-water channel that improves water quality and stabilization through native vegetation. Sara was responsible for facilitating custom grow orders with native plant growers to provide necessary plant materials for project implementation including wetland plugs and upland container stock. Native plant grower recommendations were compiled into a comprehensive matrix.

**Trail Creek Wetlands Mitigation Project for Dairy Syncline Mine, J.R. Simplot Company, 2018; Project Manager, Lead Ecologist**

Sara served as Project Manager, lead ecologist, and lead wetland scientist for a mitigation project related to the unavoidable impacts to jurisdictional Waters of the U.S associated with the proposed development of J.R. Simplot Company's (Simplot) Dairy Syncline Mine Project. The project team supported Simplot by providing initial off-site mitigation planning, 30% design, and permitting services. Sara was responsible for delineated wetlands and Waters of the United States; evaluating wetland function using an U.S. Army Corp of Engineers (USACE) approved functional assessment and summarized the findings in a Wetland Delineation and Compensatory Wetland Mitigation Plan. Sara worked closely with Simplot and USACE for agency review, jurisdictional determination, and permitting associated with the mitigation plan.

**Belle Isle Resiliency Study, Boston, MA Army Corps of Engineers, 2022-2025**

Provided technical support services to facilitate the application of Engineering with Nature® to enhance urban marsh resiliency, biodiversity, and habitat. This team focused on aligning economic, social, environmental, and engineering benefits through promoting marsh genetic diversity, offsetting habitat loss, providing flood risk management, improving marsh sediment budgets, and improving water quality in a highly urbanized region.

**COE ERDC Coastal Resiliency Program Support Yr 1, Vicksburg, MS, Army Corps of Engineers, 2020-2023**

Technical support to ERDC through application of nature based solutions in support of ERDC coastal resiliency program.

# CHRIS KRIEGLER

Project Officer, Biodiversity & Ecology - Americas

Mr. Kriegner has more than 21 years of professional experience, including project management, natural resources consulting, emergency response, quantitative evaluations, and business development. He leads interdisciplinary project teams in the application of scientific principles and understanding to the sound performance and development of reports and analysis, risk assessment and exposure analysis, biological/ecological studies, natural resource consulting, wetland delineation, multimedia sampling, data management, environmental permitting, and innovative problem solving. He has conducted and led field data collection and investigation efforts with large project teams for complex projects such as wildlife recovery efforts during the Gulf Oil Spill and natural resource identification for the rehab of more than 1,000 sewer assets spanning 100 square miles of forest, wetlands, and regulated waterways in Maryland. Mr. Kriegner has extensive experience on the water and has been called upon to manage vessel operations in multiple projects. He holds a U.S.C.G. Captain's License and operates vessels for project related needs.

## PROJECTS

### **Hurricane Ida Response, Mandeville, LA, CK Associates, LLC, 2021**

Moisture sampling in building affected by Hurricane Ida.

### **Duck Creek Sewer Rehabilitation, Towson, Maryland, United States, Baltimore County, MD, 2021-2025; Project Officer, Biodiversity & Ecology - Americas**

Sanitary sewer rehabilitation of approximately 150 pipe segments ranging in size from 8-inches to 42-inches. Work to also include rehabilitation of approximately 230 manholes. All work located in Baltimore County's Duck Creek sewer basin and is being completed as part of the County's Consent Decree.

### **NEPA Amendment D of 16, Shelbyville, TN, Duck River Development Agency, 2023-2024, Project Officer, Biodiversity & Ecology - Americas**

Environmental Reviews of EA Documents

### **NEPA Amendment E, Shelbyville, TN, Duck River Development Agency, 2023-2024**

Finalizing EA document for downstream releases from Normandy Reservoir in central Tennessee.

### **NEPA support services, TN, Duck River Development Agency, 2022-2023**

Permitting assistance to Duck River Agency on Environmental Assessment for Regional Drought Management Plan.



## SPECIAL COMPETENCIES

Biology and ecology  
Wetland identification and delineation  
Land use permitting  
Ecological and human health risk assessment  
Environmental compliance and remediation  
Emergency response  
Maritime operations

## PROJECT ASSIGNMENT

Wetlands/Waters

## TOTAL YEARS OF EXPERIENCE

21

## EDUCATION

MS, Biology  
BS, Biology; Environmental Study

**Southport EA and BA, Philadelphia, PA, The Port of Philadelphia, 2025**

Development of an Environmental Assessment for compliance with NEPA and Biological Assessment for Sturgeon to facilitate Section 7 Consultation

**Resilient Stafford Climate Adaptation Plan, Brant Beach, NJ, Kleinfelder, Inc., 2022-2024**

Developed a municipal resilience and adaptation action plan as part of the statewide Resilient NJ program. The project evaluated current and future risks in response to climate change at the local level. The adaptation actions consisted of innovative projects, studies, and regulatory actions that could be implemented to increase the Township's resilience in the near-, mid-, and long-term to improve resilience to flooding and adapt to future climate concerns. This effort was supported by a robust engagement effort with the public and the Town.

**Queen Lane Lagoon Clearing, Philadelphia, PA, Philadelphia Water Department, 2024-2026**

Providing engineering design services to develop a site preparation program that will facilitate the near-term construction of a tunnel shaft in Area A and transform the existing residuals lagoon into a site suitably prepared for subsequent developmental work in Area B. This regrading plan will require appropriate stormwater, utility, and other permit-mandated improvements, including the removal and disposal of surplus soils that contain a high percentage of legacy-accumulated sediments deposited as part of the drinking water treatment process.

**PMT Supplemental Sampling, Norfolk, VA, Virginia Port Authority, 2024-2025**

Supplemental sampling of dredge material at Portsmouth Marine Terminal.

**Emergency Response Planning, Chicago, IL, RWE Offshore Development, LLC, 2024**

Ramboll developed an Oil Spill Response Plan (OSRP) and an Emergency Response Plan (ERP) for RWE's currently-held offshore wind lease areas.

**Wetland delineation support, Concord, CA, TRC Companies, Inc., 2022**

Wetland delineations in support of siting renewable energy facilities.

**NEPA Support Services, Shelbyville, TN, Duck River Development Agency, 2022**

Conducting services associated with (1) EA revisions following Peer Review and TVA technical and administrative reviews, (2) responding to public comments and incorporating EA revisions, as needed, and (3) finalizing the EA document.

**Biscuit Run Sewer Replacement, Charlottesville, VA, Albemarle County Service Authority, 2020-2022**

Design of approximately 60 feet of 24-inch diameter sanitary sewer and 1 manhole, and stream restoration services, including an erosion armor system to correct an exposed sanitary sewer pipeline and manhole.

**Response Support, Miami, Florida, Global Risk Solutions, Inc., 2020-2021**

Response support on an incident per incident basis. Initial task is purchase of ESRI license

**COE ERDC Coastal Resiliency Program Support Yr 1, Vicksburg, MS, Army Corps of Engineers, 2020-2023**

Technical support to ERDC through application of nature based solutions in support of ERDC coastal resiliency program.

# JENN WHEAT

## Managing Consultant

Jenn Wheat is a managing consultant with more than 14 years of varied experience in supporting private and public sector clients with auditing and navigating state and federal compliance regulations (air, hazardous waste, stormwater, and wastewater). Wheat has supported clients in the energy, steel fabrication, aerospace, food, logistics, and paper industries. Wheat has conducted due diligence and audits throughout the United States.

### PROJECTS

#### **Stormwater – Mebane Works, Mebane, NC, Kidde Safety, 2024**

Ramboll provided support in preparing the necessary documents required to obtain a Stormwater Permit from the City of Mebane, North Carolina and permit acceptance into North Carolina's stormwater program.

#### **Metallix Refining Environmental Due Diligence, Greenville, NC, Sibanye-Stillwater, 2024-2025**

Ramboll conducted an environmental review of Metallix Refining, Inc.

#### **Alliance Fleet Environmental Due Diligence, Mooresville, NC, Owner Resource Group, 2024**

Ramboll conducted Phase I ESAs for several sites as part of a potential investment opportunity.

#### **Project Sparta (UAS Holdings Due Diligence), Atlanta, GA, Precision Aviation Group, 2024**

Ramboll completed environmental reviews of sites in North Carolina and South Carolina.

#### **R&G: Avista: Hamilton: Cosette Pharmaceuticals Environmental Due Diligence, Lincolnton, NC, Avista Capital Partners, 2024**

Ramboll provided environmental due diligence services in connection with an anticipated business transaction involving Cosette Pharmaceuticals Holdings, Inc.

#### **Collins: 2025 EH&S Compliance Audits, Windsor Locks CT, Hamilton Sundstrand Corporation, 2025-2026**

Ramboll was retained by Collins to conduct comprehensive multi-media environmental, health, and safety compliance audits for 33 Collins sites worldwide in 2025.



### SPECIAL COMPETENCIES

Auditing, Due Diligence, Environmental Compliance

### PROJECT ASSIGNMENT

Permitting/Regulatory Compliance

### TOTAL YEARS OF EXPERIENCE

14

### EDUCATION

BS Civil Engineering  
BS Geology

### COURSES/CERTIFICATIONS

2025 OSHA 30 HR  
2025 OSHA 10 HR  
2025 HAZWOPER 40 Hour

**Part II Permit Application, Goodyear, AZ, Meyer Burger, 2024**

Ramboll will support Meyer Burger in preparation of the environmental report as part of the Part II DOE Loan Application for their solar cell manufacturing facility

**Midwest Integrated Energy Hub Concept Development Permitting, Houston, TX, bp International Limited, 2023-2024**

Hydrogen Hub DOE Application Support Services; NEPA, Permitting, and Environmental Justice

**Project Stork, Auburn Hills, MI, Aurelius Investment Lux One S.à r.l., 2024-2025**

Ramboll conducted an environmental review of the North American operations of Teijin Automotive Technologies, a manufacturer of advanced composite materials for the Automotive, Medium & Heavy Truck and Recreational sectors.

**Phase I and Environmental LRC at two sites in USA, California, USA, Italy, Officine Maccaferri Italia Srl, 2024-2025**

EHS and ESG due diligence of two sites in US.

**Hobbs Audit, Hobbs, TX, ContourGlobal, 2024-2025**

Ramboll performed an environmental compliance audit of ContourGlobal's power plant located in Hobbs, New Mexico.

**WEL Due Diligence, Concord, VA, Miller Environmental Group, Inc., 2024-2025**

Ramboll conducted an environmental review of WEL, Inc.

**Rose Paving Project Raider Environmental Due Diligence, Sunrise, FL, Tenex Capital Management, 2024-2025**

Ramboll provided environmental due diligence services in connection with a potential business transaction involving Atlantic Southern Paving and Sealcoating and its operating companies.

**Guardian Capital Partners: Project Keystone, Wayne, PA, Guardian Capital Partners, 2024-2025**

Ramboll performed an environmental review of ARC International.

**Project Monarch Environmental Due Diligence US Sites, East Alexandria, IN, Winston & Strawn LLP, 2024-2025**

Ramboll provided environmental due diligence support related to a potential sale. POET has 38 facilities in the USA, most of which are ethanol production facilities, along with six terminals and a research facility.

**Project Outdoors Due Diligence, Syracuse, IN, Poly-Wood, LLC, 2024**

Ramboll provided due diligence services (including product compliance review) in relation to a potential business transaction involving Tangent Technologies, LLC.

**Flowers Company Due Diligence, Marietta, GA, The Law Office of Ward Council, LLC, 2024**

Ramboll conducted a desktop review of 24 retail auto parts stores operated by The Flowers Company.

**2024 EH&S Compliance Audits, Hamilton Sundstrand Corporation, 2024-2025**

Ramboll was retained by Collins to conduct comprehensive multi-media environment, health and safety compliance audits at the following sites: 21 Collins Sites worldwide in 2024.

# BRIAN GLOVER

## Regional Director, South

Brian Glover has almost 30 years of experience and technical expertise in environmental permitting, environmental compliance management, regulatory agency liaison services and impact assessment. Mr. Glover directs large complex projects including multimedia consulting services ranging from site selection and due diligence through permitting, project implementation and compliance. Mr. Glover has provided significant leadership in the area of environmental justice (EJ), supporting his clients in greenfield and major expansion projects with EJ analyses and public engagement in a wide variety of industry sectors. Mr. Glover maintains long-term relationships with regulatory agency staff and has extensive knowledge of environmental permitting regulations, policies, and procedures.

### PROJECTS

#### **Multimedia Permitting and Compliance for Grain Elevator Terminal – St. John the Baptist Parish, Louisiana**

Directed a complex multimedia permitting and compliance project for construction of a fully integrated grain elevator terminal on the Mississippi River in south Louisiana with site due diligence, site selection, multimedia and multi-agency environmental permitting strategy development, coordination, and technical support. Coordinated with site inspection services, land surveyors, project engineers, project geotechnical engineers, and the client to support the planning, design and permitting of the proposed facility, including coordination and participating in public outreach and consultation meetings addressing environmental justice concerns and potential impacts to cultural resources. Although use of USEPA's EJScreen (v2.0) yielded elevated indexes, a more thorough review of site-specific information revealed that the facility would have negligible contributions to local air quality. The results of the analyses were presented to regulatory agencies and the public in support of the project. The project also included leading consulting party meetings to review potential effects of the project on cultural resources and navigating the Section 106 cultural resources consulting party process and mitigation efforts.

#### **Tank Terminal and Marine Dock Multimedia Permitting – Louisiana**

Led complex project providing multimedia environmental permitting support for a new tank terminal and marine dock. Comprehensive services included Phase I environmental site assessments; wetlands and other waters of the U.S. assessments and USACE Jurisdictional Determinations; oversight of Cultural Resource Assessments; consultations with State Historic Preservation Office; support for USACE and state coastal use permitting and permitting under Section 404 of the Clean



### SPECIAL COMPETENCIES

Multimedia permitting and compliance projects for industrial clients.

### PROJECT ASSIGNMENT

Permitting / Regulatory  
Compliance

### TOTAL YEARS OF EXPERIENCE

29

### EDUCATION

BS Chemical Engineering

### MEMBERSHIPS

Air and Waste Management  
Association (AWMA)

### OTHER ACTIVITIES

U.S. Coast Guard Certified OUPV  
Operator (Captain's License) –  
since October 2019

Water Act and Section 10 of the Rivers and Harbors Act for landside and marine developments; USACE Section 408 permitting; air permitting strategy development; emissions inventory development; regulatory analyses for federal and state requirements; PSD and initial Title V permitting, including Air Quality Impacts Analyses to demonstrate compliance with NAAQS and Increments; dispersion modeling to demonstrate compliance to state Ambient Air Standards and Health Effects Screening; Nonattainment New Source Review permitting; NPDES permitting for water discharges; CWA Section 316(b) approval for proposed new cooling water intake structures on the Mississippi River; stormwater management support for construction and operational phases; and local, county and parish permitting support. Services also included providing technical consultation to project engineering contractors for environmental basis of design.

**FERC Permitting Support – Louisiana and Mississippi**

Prepared air permit applications and the FERC Resource Report 9 for multiple pipeline and compressor station expansion projects in Louisiana and Mississippi. Projects required modification of multiple existing compressor station air permits and initial air permitting, estimation and dispersion modeling of operation and construction emissions, regulatory applicability determinations, and documentation of cumulative impacts and mitigation for the projects.

**Multi-Agency Wetlands/Waters Pipeline Permitting – Louisiana**

Directed a permitting project for construction and installation of pipelines connecting a production facility to a tank terminal facility that included LDNR, LDEQ and USACE permitting for impacted wetlands and waters of the US. Coordinated with the engineering design teams to prepare the required figures and supporting documentation for the project for submittal to regulatory authorities, negotiated permit terms and conditions and facilitated acquisition of mitigation credits required for the permitting action.

**Sugar Refinery Multimedia Permitting and Compliance Support – Louisiana**

Provided air permitting and compliance support for a large sugar refinery in Louisiana. Support included preparation of numerous Title V permit modifications and renewals, coordination of stack testing and air dispersion modeling to demonstrate compliance with ambient air standards. Multimedia support also included wetlands and waters of the US permitting support, SWPPP and SPCC Plan updates.

**Multi-State Air Permitting Projects – Alabama, Georgia, Illinois, Mississippi, South Carolina, Texas**

Managed air permitting projects for a chemical manufacturing company with facilities located in Alabama, Georgia, Illinois, Mississippi, South Carolina and Texas. Projects included preparation of emissions calculations, applicable air permitting application forms for each state, and air toxics dispersion modeling.

**Plywood/Lumber Mill Facilities Compliance Evaluation – Louisiana and Arkansas**

Helped evaluate past modifications to five plywood/lumber mill facilities in Louisiana and Arkansas to determine compliance with NSR permitting requirements. This project required extensive research and a comprehensive emission inventory to estimate past, actual and potential emissions for each facility.

**Pulp, Paper and Wood Products Facility PSD/NSR Applicability Analysis – Alabama**

Worked on a project to conduct a historical PSD/NSR applicability analysis for a pulp, paper and wood products facility in Alabama. Primary responsibilities included identifying process changes and modifications that occurred at the facility by reviewing air permitting files, accounting records, production records, process engineering records and interviews with facility personnel; estimating the emission changes as a result of the modifications identified; and preparing a document that described chronologically the changes made at the facility and any potential associated PSD issues.

# DELANEY PATTERSON

## Associate Consultant

Delaney Patterson has experience in numerous environmental avenues specializing in multimedia compliance. Her focus areas include Spill Prevention, Control, and Countermeasure (SPCC) Plans, Facility Response Plans (FRPs), Fuel Tank Registrations, and National Pollutant Discharge Elimination System (NPDES) permitting and compliance for a wide range of operations across the country. Her field experience includes conducting water sampling, Industrial Hygiene (IH) exposure assessments for air quality and noise level monitoring, NEPA Environmental Record Reviews (ERR), and Phase I Environmental Site Assessments (ESA).

### PROJECTS

#### Environmental Due Diligence, Industrial Hygiene, and NEPA

Conducted IH Air Quality and Noise Exposure Assessments for a petrochemical operations plant to quantitatively determine employee exposure to heavy metals and elevated noise levels during normal activities onsite and assisted in the preparation of analyses of sample results and data reports.

Completed Tier II Assessments on hundreds of individual homes affected by federally declared disasters that affected the state of Louisiana via field visits, coordination and training of field staff, and quality assurance of environmental field surveys.

Conducted Phase I ESAs for projects funded by the Department of Housing and Urban Development (HUD) and assisted in the preparation and development of environmental assessments (EAs) under 24 CFR Part 58.

#### Spill Prevention and Chemical Storage Compliance

Provided extensive tank compliance, fuel and oil storage compliance, solid waste handling compliance, chemical and fuel management, and stormwater management and compliance support.

Developed numerous Spill Prevention, Control and Countermeasure (SPCC) Plans in various states including Louisiana, Georgia, Texas, Utah, Tennessee, Kansas, Missouri, Arizona, Iowa, Illinois, New Mexico, Oregon, Nebraska, and Virginia for a variety of operations ranging from chemical manufacturing and blending plants to data centers and oil and gas production and refining.

Prepared application packages and conducted applicability evaluations for aboveground storage tank registration/installation via coordination with state and local agencies in Oregon, Georgia, Texas, Wyoming, Utah, Iowa, Missouri, Nebraska, Oklahoma, and Indiana.



### PROJECT ASSIGNMENT

Permitting / Regulatory  
Compliance

### TOTAL YEARS OF EXPERIENCE

3

### CERTIFICATIONS

Transportation Worker Identification  
Credential (TWIC)

### MEMBERSHIPS

Air and Waste Management  
Association (AWMA)

### **Industrial Stormwater and Wastewater Management, Permitting, and Compliance**

Provided ongoing regulatory compliance and guidance support including industrial water permitting applicability assessments for data centers across a number of states.

Performed water sampling and supported the preparation of Discharge Monitoring Reports (DMRs) for bulk storage terminal and chemical storage facilities.

Assisted in preparing NPDES discharge permit applications for both operational and construction phases for grain terminals, chemical manufacturers, and petroleum refineries.

Supported the preparation of Stormwater Pollution Prevention Plans (SWPPPs) for both construction and operational phases for a variety of facilities.

# NITA J. SHINN

## Site Safety Representative

Nita J. Shinn has more than 28 years of health and safety, industrial hygiene, and environmental experience for a variety of industrial, commercial, and public clients including chemical manufacturers, pharmaceuticals, textile producers, cement manufacturers, food manufacturers, hotels, medical centers, universities, and property developers, as well as hazardous waste sites. Primary areas of experience include construction safety and health oversight; conducting remediation safety oversight; developing and presenting safety training programs; health and safety audits; occupational health and safety exposure assessments; and environmental monitoring.

### PROJECTS

Currently conducting safety oversight and management during the demolition of a tornado-damaged 6-story automated warehouse at a biopharmaceutical plant. Activities consist of overseeing contractor activities and reviewing method statements and job hazard analyses, and authorizing permits for high hazard work based on site, client, and regulatory requirements.

Conducted safety oversight and assisted in construction management during the construction of an upgraded fire suppression system at an active aviation engine production facility. Activities consisted of overseeing contractor activities; preparing and reviewing job hazard analyses and scopes of work; approving permits for high hazard work; vetting and maintaining personnel qualifications; and monitoring and collecting daily and periodic air samples based on expected potential air quality concerns.

Conducted safety oversight and management during the demolition and rebuilding of manufacturing lines at a biopharmaceutical plant. Activities consisted of overseeing contractor activities; reviewing job hazard analyses and scopes of work; approving permits for high hazard work; monitoring daily and periodic air samples based on expected potential air quality concerns; and providing expertise for the safe and cost-effective removal and disposal of asbestos-containing materials, including recommendations to follow state- and federal-mandated abatement methods, establishing safe work zones, and collecting personal and areas air samples for negative exposure assessments.

Provided on-site safety management based on site, client, and regulatory requirements during the operations of a bottling manufacturer prior to a planned final shutdown of the facility. Activities consisted of assisting in orientation of new hires;



### SPECIAL COMPETENCIES

Safety  
 Construction, Demolition, and Environmental Remediation Safety  
 Indoor Air Quality  
 Safety Training  
 OSHA Compliance Assessment  
 Industrial Hygiene  
 Mold Assessment  
 Asbestos Inspection and Oversight  
 Lead-Based Paint Inspection

### PROJECT ASSIGNMENT

Industrial Hygiene

### TOTAL YEARS OF EXPERIENCE

28

### EDUCATION

MS, Public Health, Specialization: Environmental Health  
 BA, Biology

### PROFESSIONAL LICENSES

Asbestos Inspector, Illinois  
 Lead Risk Assessor, Illinois  
 Mold Assessor, Florida

### COURSES/CERTIFICATIONS

2023 Illinois Asbestos Abatement Supervisor  
 2023 EPA Regulated States: Lead Risk Assessor  
 2023 Florida Asbestos Inspector  
 2023 Illinois Asbestos Building Inspector  
 2023 Illinois Asbestos Management Planner

overseeing contractor activities; reviewing and updating written programs; participating in site walk overs to identify safety opportunities; incident investigations and root cause analyses; and preparing and reviewing job hazard assessments, risk assessments, procedures, and permits.

Conducted safety oversight and management during the construction of a thermal remediation system inside of an active production facility. Activities consisted of overseeing contractor activities; preparing and reviewing risk assessments, procedures, and permits; developing site specific recommendations for hazard reduction strategies; preparing written programs for planned activities based on site, client, and regulatory requirements; vetting and maintaining personnel qualifications; and monitoring and collecting daily and periodic air samples based on expected potential air quality concerns.

Conducted construction safety oversight during the planned 20-year demolition of a furnace at a glass manufacturing plant in Thailand. Assisted in developing job hazard analyses and risk assessments. Participated in daily "lists of learning" to update facility safety and management teams on safety issues encountered during each shift.

Performed safety compliance audits at a plastics components manufacturer, with a focus on company safety policies.

Participated in periodic safety and health compliance audits at textile manufacturers, foundries, and coatings manufacturers to document compliance with applicable federal and regional regulations.

Performed site safety and health audits to identify non-compliant processes and written programs at numerous general manufacturing sites.

Developed and presented global company-wide safety training for topics including, but not limited to, working around heavy equipment, PPE, confined space entry, working from heights, bloodborne pathogens, respiratory protection, heat and cold stress, walking and working surfaces, and hearing conservation.

Developed written safety programs to update the Chemical Hygiene and Emergency Response Plan for the Research and Technology Laboratory at a paper mill in Wisconsin.

Performed construction safety oversight during demolition of four (4) pharmaceutical manufacturing buildings totaling 14,000 square feet of floor space at a 200-acre pharmaceutical plant in Puerto Rico.

Assisted in managing and performed construction safety oversight during removal of PCB-contaminated soil and concrete and clean-up of asbestos debris as part of decommissioning a 1,000-acre asbestos-concrete water pipe manufacturing facility in central Alabama. Followed MSHA regulations to enter and work on site.

- Performed construction safety oversight during removal of dioxin-contaminated sediment and soil as part of an ongoing river restoration project in southern and central Michigan.
- Participated in and managed the collection of dioxin-contaminated household dust as part of university-based dioxin exposure study.
- Supervised and participated in the inspection of industrial facilities, commercial properties, K-12 schools, and residential properties for asbestos-containing materials. Provided oversight during asbestos abatement and implementation of an operations and maintenance programs.
- Supervised and participated in the inspection of residential properties for lead-contaminated dust and paint chips following the EPA Renovation, Repair and Painting (RRP) rule.

# IVAN DEJESUS

## Project Geologist

Mr. DeJesus has experience with a wide variety of environmental site investigation and remediation. He has prepared health and safety plans (HASP), implemented field investigations, managed remedial construction and implementation, soil and groundwater sampling, soil classification and interpretation, and prepared technical reports. In addition to these roles, he serves as the health and safety ambassador for the Raleigh Office. Mr. DeJesus also has two years of professional experience working at an environmental consulting firm while attending school. He was responsible for performing, site investigations for leaking underground storage tanks.

### PROJECTS

#### **OCD 2019-2022 Environmental Consulting Services, Louisiana, United States, Office of Community Development, 2019-2023**

This agreement addresses the environmental consulting services needed to facilitate the implementation of a broad range of programs administered by OCD. These services may also be requested by OCD to accommodate other federally funded (in whole or in part) disaster recovery or resilience/mitigation programs or initiatives, currently existing or yet to be defined, which OCD administers or has a stakeholder interest, including programs occurring as a result of past and future disasters.

#### **Hurricane Ian IAH, SMS Assist, 2022-2024**

Moisture mapping and ACM sampling

#### **Env Noise Assessment/Mooresville Data Center/Iredell County, NC, Tract Management Company, LP, 2024-2025**

Ramboll provided acoustical consulting services in support of the planning and development of a new data center in Iredell County, North Carolina.

#### **RP Building Structure and Interior Mold, Fort Bragg, NC, Bragg Communities, LLC, 2023-2024**

Construction Oversight of mold remediation on 1 of 18, 24 unit, multi-family structures. Scope includes identifying impacted areas, oversight of remediation activities, and clearance after remediation is complete.

#### **2022 Soil RAP Implementation (Round 2), Greenville, NC, Newell Brands, Inc., 2022-2023**

Ramboll completed remedial activities and reporting at the Former Empire Brush facility located in Greenville, NC.



### SPECIAL COMPETENCIES

- Drilling oversight
- Offshore sediment sampling
- PFAS sampling
- Field supervision
- Construction oversight
- Excavation oversight
- Acoustic surveys
- Moisture mapping
- Asbestos
- Groundwater sampling
- Soil sampling
- Sediment sampling
- Surface water sampling
- Monitoring well installation
- Soil and core logging
- Geographic Information System

### PROJECT ASSIGNMENT

Industrial Hygiene

### TOTAL YEARS OF EXPERIENCE

6

### EDUCATION

BS, Geoscience/Geology

### PROFESSIONAL LICENSES

Asbestos Inspector, North Carolina

### COURSES/CERTIFICATIONS

2020	Environmental Science Certificate
2020	Geographic Information Systems Certificate
2019	OSHA 40 Hour HAZWOPER Training

**104-120 TW Alexander Dr, Research Triangle Park, Durham, NC, Alexandria Real Estate Equities, Inc., 2021-2024**

Ramboll provided environmental consulting services for the property located at 104-120 TW Alexander Drive in Research Triangle Park, Durham, North Carolina.

**3029 E Cornwallis Drive, Research Triangle Park, NC, Alexandria Real Estate Equities, Inc., 2021-2024**

Ramboll provided environmental consulting services for the property located at 3029 E Cornwallis Drive, Research Triangle Park, NC.

**Swabia Court 2021 Phase I, Durham, NC, Longfellow Real Estate Partners, LLC, 2021**

Ramboll conducted diligence of a commercial building located at 1035 Swabia Court, Durham, NC on behalf of Longfellow Real Estate Partners.

**5 Laboratory Drive, Research Triangle Park, NC, Alexandria Real Estate Equities, Inc., 2019-2024**

Ramboll provided Environmental Services at the site located at 5 Laboratory Drive, Research Triangle Park, North Carolina.

**Gilly's Farm Env Noise Assessment/Dakota County, MN, Tract Management Company, LP, 2025**

Ramboll provided with an environmental noise assessment to accommodate a developing data center campus.

**2023 DC General Noise Assessment, United States, Confidential Client, 2023-2025**

Ramboll provided general noise assessment assistance and consulting for data centers in the United States.

**OUS Emissions Evaluation, Sandy, UT, Becton, Dickinson and Company, 2023-2025**

Ramboll will evaluate potential emission sources of ethylene oxide at BD facilities outside the US and provide support on relevant air screening levels.

**Project Omega Desktop Environmental Reviews, Atlanta, GA, Kemira Chemicals, Inc., 2023; Scientist**

Ramboll conducted an environmental review of Kemira facilities located in Mobile, Alabama; Columbus, Georgia; Aberdeen, Mississippi; and Middlesborough, U.K.

**Avellan Springs Radon Testing, Morrisville, NC, Edward Rose Millennial Development, LLC, 2021**

Ramboll conducted confirmation radon testing at the Edward Rose & Sons Avellan Springs Apartments property located at 4551 Crown Parkway in Morrisville, North Carolina.

**Water Intrusion Assessments, USA, Northwestern Mutual Life, 2019-2024**

Ramboll was retained to conduct water intrusion assessments as needed by Northwestern Mutual to assist in assessing the damage to their properties.

**Mid-Atlantic Region Exit Audit, Alexandria Real Estate Equities, Inc., 2007-2024**

Ramboll conducted tenant exit audits in various locations throughout the Mid-Atlantic region.

# BRENT FERREN, PE

## Principal

Brent Ferren is a Principal for Ramboll's Americas acoustics and vibration practice area. He has over 30 years of consulting experience managing business operations, leading teams, and directing projects with specific technical expertise in acoustics and noise control. His experience spans all project phases from concept to commissioning and all delivery types from consulting to turnkey (design-build) services. Projects have included power generation facilities, data centers, refinery and petrochemical plants, electrical substations, renewable energy, water and wastewater treatment, manufacturing facilities, educational and institutional buildings, offices, and mixed-use developments. Brent's experience includes projects throughout North America, South America, Europe, Middle East, Africa, and Asia.

Acoustical consulting services include environmental noise assessments, facility noise assessments, regulatory reviews, feasibility planning, community noise evaluations, land use compatibility planning, noise surveys, licensing / site certification support, public hearing participation, room acoustics design, architectural sound isolation design, building systems noise control, acoustical specifications, and acoustical compliance testing (ISO, BS, ASME, ASTM). Brent's environmental licensing and site certification experience includes not only the National Environmental Policy Act (NEPA), but also jurisdictional programs including the California Environmental Quality Act (CEQA), California Energy Commission, Florida DEP Power Plant Siting Act, Connecticut Siting Council, and Alberta Energy and Utility Board (Canada).

## PROJECTS

### **Env Support, Wellhead Electric Company Inc., 2017-2024**

Ramboll provided Wellhead Electric and its affiliate companies with as-needed environmental services in support of Wellhead's electric generating plants, new development projects, and potential acquisitions. This included strategic and technical support in the areas of Air Quality Management, Compliance, Strategy and Transaction Services, and Environmental Impact Assessment (CEQA/NEPA).

### **COPT: Southpoint II Env Noise Monitoring/Prince William County, VA, Hicksville, NY, COPT Defense Properties, 2024-2025**

Ramboll provided acoustical consulting support for monitoring of ambient sound levels at the Southpoint II data center site.



## SPECIAL COMPETENCIES

Acoustics  
Noise control  
Environmental noise  
Noise impact  
Sound isolation  
Architectural acoustics  
Noise surveys  
Acoustical compliance testing

## PROJECT ASSIGNMENT

Noise

## TOTAL YEARS OF EXPERIENCE

33

## EDUCATION

MS, Mechanical Engineering -  
Focus in Acoustics  
BS, Mechanical Engineering

## PROFESSIONAL LICENSES

Professional Engineer, Mechanical  
- HVAC & Refrigeration, KS

## MEMBERSHIPS

Institute of Noise Control  
Engineering (INCE); Acoustical  
Society of America (ASA)

**Potomac Interceptor Odor Control, District of Columbia, DC Water, 2009-2011**

Environmental noise assessments to support preliminary siting and conceptual design of odor control facility sites. Applicable noise ordinances were evaluated and general acoustical design requirements were established to support regulatory compliance.

**Acoustical Design Evaluation/TI Phase of IAD308/Prince William County, VA, Manassas, VA, Penney Design Group LLC, 2024-2025**

Ramboll supported PDG with respect to acoustical design evaluation during T1 phase design

**Colovore Aurora Data Center/Aurora, IL, Aurora, IL, Ci Design, Inc, 2025**

Ramboll provided acoustical consulting services related to determining environmental noise regulatory requirements and assessing potential environmental noise emissions with a data center building.

**CHI1-3 Continued Noise Support 2025, Dallas, TX, CyrusOne LLC, 2025**

Ramboll Updated reports summarizing campus noise modelling, completed community noise measurements, and supported further modelling and mitigation evaluation of the datecenter campus in Aurora IL.

**1500 Gateway Environmental Noise Assessment/Fredericksburg, VA, Penzance Management LLC, 2024-2025**

Ramboll provided acoustical consulting services for the development of a site to accommodate a data center campus.

**DFW6 Richardson (Lookout) Construction Permitting Acoustics 2024, Dallas, TX, CyrusOne LLC, 2024-2025**

Ramboll provided acoustical consulting and EHS permitting support for a new #datacenter facility in Richardson TX.

**Mesa AZ Noise Assessment and Model 2024, Dallas, TX, CyrusOne LLC, 2024**

Ramboll completed a regulatory review, baseline acoustical survey, and acoustical modelling for a proposed data center in Mesa, AZ.

**Due Diligence Support - Richardson TX, CyrusOne LLC, 2023-2024**

Ramboll completed due diligence including acoustics/noise modelling and air permit strategy on an existing data center shell facility in Richardson TX.

**IAD295 Brambleton DE/Loudoun County, VA, Penney Design Group LLC, 2023-2024**

Ramboll provided an acoustical design evaluation of the shell design for the first of three data center buildings in the Brambleton Technology Park. The ambient sound level survey determined the existing conditions in the are

**Aurora DC3 Expansion - Noise Support, Aurora, IL, CyrusOne LLC, 2023**

Ramboll completed acoustical baselining, modelling, and strategic consulting in connection with construction of a new data hall.

**Village Place Acoustical Design - Prince William County, VA, Penney Design Group LLC, 2022-2023; Principal**

Ramboll developed an acoustical model for the proposed data center campus site layout.

# JEFF SZYMANSKI, PE

## Senior Managing Consultant

Jeff Szymanski's acoustics project experience includes acoustical treatment design; architectural acoustics consulting; industrial noise control engineering, including for large-scale infrastructure projects. He has authored textbook chapters and numerous conference papers. He holds two US patents.

### PROJECTS

#### **Environmental Noise Assessment for Trinity AGAx Data Center Project, West Jordan, UT, Olsson, Inc., 2025**

Ramboll will complete an environmental noise assessment services in support of the Trinity AGAx data center project in West Jordan, UT

#### **IAD548 Pre-Design Engineering/Loudoun County, VA, Oppidan Investment Company, 2025**

Ramboll provided acoustical consulting services for a 3-story data center building and associated auxiliary support buildings.

#### **Bauxite 2 Substation/Frederick County, MD, Rowan Digital Infrastructure, 2025-2026**

Ramboll provided an acoustical feasibility study and other acoustical consulting services.

#### **Broome Technology Park - Air, Maine (and Union), NY, Environmental Design And Research, P.C., 2025**

The Broome County Industrial Development Agency (IDA) is seeking to create anew, sustainably focused/green prototype technology park. Ramboll will assist with the draft GEIS.

#### **Southpoint II Environmental Noise Monitoring/Prince William County, VA, COPT Defense Properties, 2024-2025**

Ramboll provided acoustical consulting support for monitoring of ambient sound levels at the Southpoint II data center site.

#### **Project Cinco/Lytle, TX, Rowan Digital Infrastructure, 2025**

Ramboll provided acoustical consulting services for a proposed data center.

#### **IAD785 BTS TI Design/Stafford County, VA, Penney Design Group LLC, 2025**

Ramboll provided acoustical design evaluation services for the AWS IAD785 BTS TI project. The project involved one 2-story, 8-pod data center building and associated auxiliary support buildings.



### PROJECT ASSIGNMENT

Noise

### TOTAL YEARS OF EXPERIENCE

30

### EDUCATION

Masters in Engineering  
BS Engineering

### PROFESSIONAL LICENSES

Professional Engineer, Mechanical  
- HVAC & Refrigeration, MD, VA,  
IN

### COURSES/CERTIFICATIONS

2027 INCE Board Certified Noise Control Engineer

**Bauxite 2 Acoustical Support/Frederick County, MD, Rowan Digital Infrastructure, 2024-2025**  
Ramboll provided acoustical consulting support for a workshop and upcoming hearing.

**Bauxite 3 Acoustical Support/Frederick County, MD, Rowan Digital Infrastructure, 2024-2025**  
Ramboll provided acoustical consulting support for a workshop and upcoming hearing.

**Corscale AQ and Noise DD Support/Phoenix, AZ, Gensler, 2024-2025**  
As a subcontractor to Gensler, Ramboll provided air quality and noise due diligence support to Patrinely-Corscale and Affinius Capital Acquisitions, LLC for a proposed 70-acre (144 MW IT) data center site in Phoenix, Arizona.

**BWI110 Permitting Support, Rowan Digital Infrastructure, 2024**  
Ramboll prepared a sound modeling report to support building permit approval for a new data center construction.

**Barry 8 Noise Emission Performance Testing Support/Bucks, Alabama, Cary, NC, Black & Veatch Ltd, 2023-2024; Senior Managing Consultant**

Ramboll performed acoustical performance testing of Barry 8 combined cycle power plant in Bucks, Alabama.

## 6. Example projects (Attachment H)

Ramboll has prepared six project case studies, representing our expertise. The following matrix summarizes the specific services provided to the respective clients.

REPRESENTATIVE PROJECT EXPERIENCE SUMMARY														
Project and Location		Services Performed												
<b>Louisiana Office of Community Development Environmental Consulting Services</b> <b>Baton Rouge, Louisiana</b>	•	•	•	•	•	•	•	•	•	•	•	•	•	•
<b>Lee County, FL Grant Support Services</b> <b>Fort Myers, Florida</b>	•	•	•		•	•			•			•	•	•
<b>NCDOC-DCR Tiered Reviews</b>	•	•	•		•	•			•					•
<b>Puerto Rico Department of Housing (PRDOH) City Revitalization Program, Puerto Rico</b>		•	•			•			•					•
<b>Louisiana Housing Corporation (LHC) Statewide, Louisiana</b>	•	•	•	•	•	•	•	•	•	•	•	•	•	•
<b>Montgomery County San Jacinto Watershed Project, Montgomery County, Texas</b>	•	•	•		•	•	•	•	•					•

### Louisiana Office of Community Development Environmental Consulting Services Louisiana (Statewide)



Ramboll (and previously as ENVIRON) has been providing environmental consulting services to support HUD-funded programs administered by the Louisiana Office of Community Development (LOCD) since 2007, including the Community Development Block Grant (CDBG), CDBG-DR, CDBG-MIT, CDBG-NDR, and other funding. Ramboll has supported various major HUD-funded programs including the Road Home Program, Louisiana Watershed Initiative, RestoreLA Homeowner Assistance Programs evaluating more than

#### Client Name | Reference

Louisiana Office of Community Development – Disaster Recovery  
Tina Galloway, Director of Monitoring, Environmental, Compliance, Closeout and Audit  
(225) 342-1731  
tina.galloway@la.gov

#### Date of Project

2007-Present

#### Services Provided

- Compliance Training
- Technical Assistance
- CDBG DR/MIT, NDR & HOME
- Policies, Procedures, SOPs
- NEPA Compliance
- Special Studies
- Part 58 Review
- Environmental Testing
- Permitting / Regulatory Compliance
- Historic Preservation

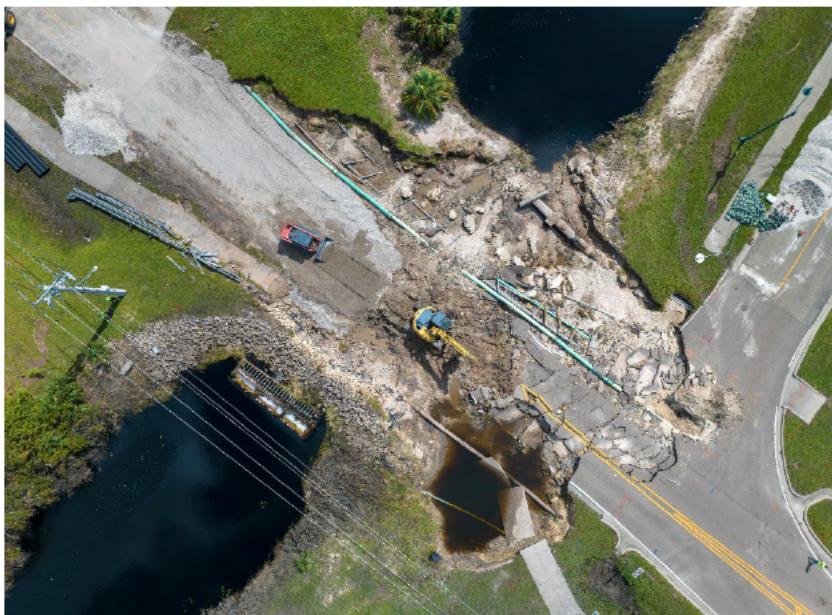
19,000 individual single family home sites after the 2016 Unnamed Floods and more than 26,000 single family home sites after the 2020-2021 Hurricanes. Ramboll also provided the environmental review, property due diligence and US Army Corp of Engineers permitting for the resettlement of a community under the National Disaster Resilience Competition.

Ramboll began assistance the LOCD after Hurricane Katrina and Rita and since 2007 has performed Part 58 Environmental Review Records for over 200 Infrastructure projects including, schools, transportation, utilities and drainage, recreational, fisheries and more.

Specifically, within the last 5 years, Ramboll has provided continued Part 58 environmental review record and supporting study services to the LOCD for the RestoreLA Homeowner Assistance Programs and Louisiana Watershed Initiative which are directly applicable/similar in nature and magnitude to those which are likely to be proposed and implemented by the NCDOC-DCR.

## **Lee County, FL Grant Support Services**

### **Lee County, Florida**



**Client Name | Reference**  
Lee County Southwest Florida  
Jen Posey, Performance Analyst  
Strategic Resources and  
Government Affairs  
(239) 922-4819  
jposey@leegov.com

**Date of Project**  
2023-Present

#### **Services Provided**

- Compliance Training
- Technical Assistance
- CDBG DR/MIT
- Policies, Procedures, SOPs
- NEPA Compliance
- Part 58 Review
- Permitting / Regulatory Compliance
- Historic Preservation

Ramboll (Subconsultant) provides environmental consulting services to Lee County, Florida, as part of the CDBG-DR Program Management and Implementation Staff Augmentation suite of services being provided by Hunt, Guillot and Associates, LLC (Prime). Ramboll has completed dozens of Exemptions for and Planning Activities, and more than thirty (30) CEST and EA level Part 58 Environmental Review Records (ERR) for proposed projects under the Critical Infrastructure, Multi-Family and Single-Family Housing Programs, while actively facilitating the review process for more than twenty (20) additional projects. Ramboll currently supports producing environmental reviews at all levels including CESTs, EAs, and exempt determinations for County review and approval as the Responsible Entity. Ramboll has worked with county personnel as well as grant subrecipients on detailed evaluation requirements and authorizing agency communications ensuring a rapid turnaround for priority projects with expedited Part 58 ERRs.

The projects to which Ramboll is supporting are directly associated with the community recovery from disasters/hurricanes. These projects include schools and community centers, resilient infrastructure, utilities and affordable housing.

## Renew NC Single-Family Housing Program Western North Carolina



### Client Name | Reference

North Carolina Department of  
Commerce, Division of Community  
Revitalization  
Stephanie McGarrah, Deputy  
Secretary  
(984) 202-4267  
stephanie.mcgarrah@commerce.nc.gov

Daniel Herrera, Environmental  
Program Manager  
Daniel.Herrera@commerce.nc.gov

### Date of Project

2025-Present

### Services Provided

- Compliance Training
- Technical Assistance
- CDBG DR
- Policies, Procedures, SOPs
- NEPA Compliance
- Part 58 Tiered Review
- Historic Preservation

Ramboll, as a subconsultant to Hunt, Guillot & Associates (Prime), completed regional Tier 1 Broad Environmental Review Records for the North Carolina Department of Commerce (NCDOC), Division of Community Revitalization (DCR) Homeowner Assistance Program to expedite recovery from Hurricane Helene. Due to the nature of disaster recovery programs, all project sites cannot be known prior to the time of review. As such, Ramboll assisted the DCR in implementing a tiered approach under 24 CFR 58.15 to comply with HUD's requirements. This broad review, or "Tier 1", evaluates potential environmental impacts across the project area where they can be identified. And scopes how the remaining impacts will be addressed in the site-specific or "Tier 2" review. Whereas Tier 2 reviews demonstrating compliance with 24 CFR Part 58 are completed prior to work starting on any particular project site.

Ramboll provided program assistance to determine that using ecoregions would provide a most effective and efficient way to divide the eligible program area. Similar to river basins, North Carolina's ecoregions are defined by the similarity of their ecosystems. In effect, ecoregions group habitats into areas that share common landscape settings and patterns which are influenced by factors such as climate, soils, land surface form, and natural vegetation.

## **Puerto Rico Department of Housing (PRDOH) City Revitalization Program Puerto Rico**



**Client Name | Reference**  
Puerto Rico Department of  
Housing  
Plexos Group, LLC  
Tiffany Crane  
(504) 912-6365  
tiffany.crane@plexosgroup.com

**Date of Project**  
2021–Present

**Services Provided**

- Technical Assistance
- CDBG DR/MIT
- Policies, Procedures, SOPs
- NEPA Compliance
- Part 58 Review
- Historic Preservation

As a subconsultant to Plexos Group LLC (Prime), Ramboll has provided CDBG-DR/MIT Environmental Services to the Puerto Rico Department of Housing (PRDOH) in support of Infrastructure Programs. The CRP involved the CDBG-DR allocation of \$1,298,000,000 from the Puerto Rico Community Development Block Grant Program for Disaster Recovery to help shape and implement the future vision of communities that were affected by Hurricanes Irma and María. Through this funding, the PRDOH, Plexos, and Ramboll team, and other partners, have contributed support to municipal governments and other eligible organizations to undertake a variety of recovery activities aimed at reinvigorating downtown areas, urban centers, and key community corridors. Projects promote the redevelopment, re-greening and restoration of lost natural resources, and further incentivize private investments in restored urban areas. Ramboll's work began in 2021 and continues today completing Part 58 Environmental Reviews and providing Technical Assistance to the program and its contractors.

## **Louisiana Housing Corporation (LHC) Louisiana**



### **Client Name | Reference**

Louisiana Housing Corporation  
Michelle Redler, Environmental  
and Labor Compliance  
Administrator  
(225) 763-3959  
mredler@lhc.la.gov

### **Date of Project**

2018-Present

### **Services Provided**

- Part 58 Review
- ASTM Phase I/II ESA
- Section 106 Historic  
Preservation
- Wetland Delineation

Ramboll as a Prime contractor has been providing environmental consulting services to support HUD-funded programs administered by the Louisiana Housing (LHC) since 2018, including CDBG, HOME and other programs. Ramboll has also provided the ASTM Environmental Site Assessment due diligence and wetland delineation and in-depth Section 106 Consultation Process guidance and support for the Nation Historic Preservation Act and resolution of adverse effects. Specifically, within the last 5 years, Ramboll has provided continued Part 58 environmental review record and supporting study services to support numerous affordable housing projects and community recovery efforts.

## **Montgomery County San Jacinto Watershed Project Montgomery County, Texas**



### **Client Name | Reference**

Montgomery County  
Morgan Lumbley, Dister  
Recovery Manager  
(936) 523-3915  
morgan.lumbley@mctx.org

### **Date of Project**

2025-Present

### **Services Provided**

- Subconsultant to Prime Contractor (Hagerty)
- HUD ERRs
- Environmental Subject Matter Expertise
- USACE Permit Assistance

Ramboll is working with the County on completion of the required HUD-compliant NEPA environmental review records as well as technical assistance with compliance of applicable local, state and federal guidelines such as issuance of regulatory permitting for a CDBG-MIT grant and the debris removal throughout various drainage water bodies. Ramboll is providing assistance with environmental, historical, and cultural surveys and well as technical assistance through the architectural and engineering (A&E) design process. This includes coordination with Local, State and Federal partners, including procurement, permitting and environmental processes conditions, alternative design, and other site-specific conditions by providing subject matter expertise and technical assistance to the A&E firm, the County, and other project stakeholders where applicable.

## 7. Cost

### 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:

*Please refer to the separate excel spreadsheet document provided as 5.2 Attachment A Pricing.*

## Errata and Exceptions

- Ramboll included in 5.2 Attachment A Pricing, a list of assumptions for proposal clarification on the Task 17 Unit Costs for Environmental Review.
- Ramboll (Vendor) proposes that for any contract entered into, the negotiation of commercially reasonable limits of liability be considered.

# Appendix A

## Required Forms

- Attachment D: Location of Workers utilized by Vendor
- Attachment E: HUB Supplemental Vendor Information
- Attachment F: Certification for Contracts, Grants, Loans, and Cooperative Agreements
- Attachment G: Disclosure of Lobbying Activities (OMB Standard Form LLL)

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

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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:**

North Carolina  
Louisiana  
Florida  
Georgia

## ATTACHMENT E: HISTORICALLY UNDERUTILIZED BUSINESSES INFORMATION

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

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

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

a) Is Vendor a Historically Underutilized Business?  Yes  No

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

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

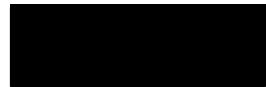
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The undersigned certifies, to the best of his or her knowledge and belief, that:

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



**Signature of Vendor's Authorized Official**

Burke J. Brooks, Principal \_\_\_\_\_ Name and Title of  
Vendor's Authorized Official

\_\_\_\_\_  
September 11, 2025  
Date

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

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

Ramboll Americas Engineering Solutions, Inc. does not engage in any lobbying activity.

# Appendix B

## Financial Documentation

As a privately-owned entity, Ramboll has provided the requested financial statements on the following pages:

- 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.

Regarding the request for "c) A full disclosure of any events, liabilities, or contingent liabilities that could affect Vendor's financial ability to perform this contract", there are no events, liabilities or contingent liabilities that impact Ramboll's financial ability to perform this contract.

**Ramboll Americas Engineering Solutions, Inc.**

**Company LE133G**

**USD**

Internally prepared

**Balance sheet**

**At June 30, 2025, December 31, 2024, 2023 and 2022**

<b>6/30/2025</b>	<b>12/31/2024</b>	<b>12/31/2023</b>	<b>12/31/2022</b>
------------------	-------------------	-------------------	-------------------

	<b>6/30/2025</b>	<b>12/31/2024</b>	<b>12/31/2023</b>	<b>12/31/2022</b>

**Ramboll Americas Engineering Solutions, Inc.**

**USD**

Internally prepared

**Income statement**

**For six months ended June 30, 2025 and years ended December 31, 2024, 2023 and 2022**

<b>6/30/2025</b>	<b>12/31/2024</b>	<b>12/31/2023</b>	<b>12/31/2022</b>
------------------	-------------------	-------------------	-------------------

	<b>6/30/2025</b>	<b>12/31/2024</b>	<b>12/31/2023</b>	<b>12/31/2022</b>

**Ramboll Americas Engineering Solutions, Inc.**

**USD**

Internally prepared

**Cash flow**

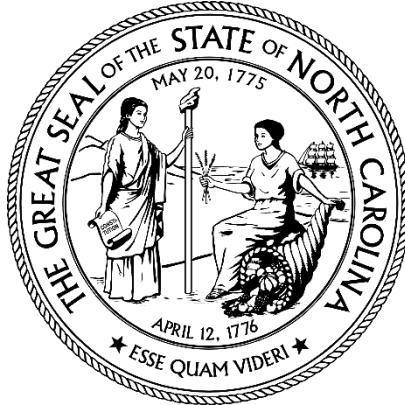
**For six months ended June 30, 2025 and years ended December 31, 2024, 2023 and 2022**

<b>6/30/2025</b>	<b>12/31/2024</b>	<b>12/31/2023</b>	<b>12/31/2022</b>
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	<b>6/30/2025</b>	<b>12/31/2024</b>	<b>12/31/2023</b>	<b>12/31/2022</b>

# Appendix C

## Returned RFP



**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](mailto:angela.dunaway@commerce.nc.gov)  
919-526-8340

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

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

**EXECUTION**

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

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

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

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

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

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

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

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

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

COMPLETE/FORMAL NAME OF VENDOR:  <a href="mailto:Ramboll.Americas.Engineering.Solutions.Inc@ramboll.com">Ramboll Americas Engineering Solutions, Inc.</a>		
STREET ADDRESS:  3214 Charles B Root Wynd, Suite 130		P.O. BOX:
CITY & STATE & ZIP:  Raleigh, NC 27612		TELEPHONE NUMBER:  <a href="tel:(919)987-3090">(919) 987-3090</a>
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE :  4245 North Fairfax Drive, Suite 700; Arlington, VA 22203		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:  <a href="mailto:Burke.J.Brooks@ramboll.com">Burke J. Brooks, Principal</a>		TELEPHONE NUMBER:  <a href="tel:(225)408-2698">(225) 408-2698</a>
VENDOR'S AUTHORIZED SIGNATURE		DATE:  <a href="mailto:bbrooks@ramboll.com">09/11/2025</a>
		EMAIL:  <a href="mailto:bbrooks@ramboll.com">bbrooks@ramboll.com</a>

### **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).

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## **1.0 PURPOSE AND BACKGROUND – AGENCY SPECIFIC TERM CONTRACT**

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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](http://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](mailto: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**

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### **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**

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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](mailto: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

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### 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](http://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**

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### **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

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### TASK ORDER CATEGORIES:

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

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

**PRICING:**

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

TASK ORDER CATEGORY	YEAR 1 HOURLY RATE	YEAR 2 HOURLY RATE	YEAR 3 HOURLY RATE
<b>TASK 1 – Development of Policies, Procedures, and Standard Operating Procedures (SOPs)</b> <i>Vendor to Indicate All Position Title(s) HERE</i>			
<b>TASK 2 – Financial Compliance, Oversight, and Fraud Prevention</b> <i>Vendor to Indicate All Position Title(s) HERE</i>			
<b>TASK 3 – Duplication of Benefits (DOB) Compliance</b> <i>Vendor to Indicate All Position Title(s) HERE</i>			
<b>TASK 4 – Procurement Compliance and Monitoring</b> <i>Vendor to Indicate All Position Title(s) HERE</i>			
<b>TASK 5 – Claims, Appeals, and Case Reviews</b> <i>Vendor to Indicate All Position Title(s) HERE</i>			
<b>TASK 6 – Action Plan Development and Amendments</b> <i>Vendor to Indicate All Position Title(s) HERE</i>			
<b>TASK 7 – Needs Assessments, Market Analysis, and Geospatial Support</b> <i>Vendor to Indicate All Position Title(s) HERE</i>			
<b>TASK 8 – Program Performance Monitoring and Evaluation</b> <i>Vendor to Indicate All Position Title(s) HERE</i>			
<b>TASK 9 – Civil Rights, Fair Housing, Labor Standards, and Historic Preservation</b> <i>Vendor to Indicate All Position Title(s) HERE</i>			
<b>TASK 10 – Audit Readiness and Monitoring Support</b> <i>Vendor to Indicate All Position Title(s) HERE</i>			
<b>TASK 11 – Technical and Engineering Support for Infrastructure and Housing Projects</b> <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
<b>TASK 12 – Training, Technical Assistance, and Capacity Building</b>			
<i>Vendor to Indicate All Position Title(s) HERE</i>			
<b>TASK 13 – Relocation Program (URA/TRA) Development and Compliance Support</b>			
<i>Vendor to Indicate All Position Title(s) HERE</i>			
<b>TASK 14 – Communication, Public Information, and Outreach Support</b>			
<i>Vendor to Indicate All Position Title(s) HERE</i>			
<b>TASK 15 – Grant Management</b>			
<i>Vendor to Indicate All Position Title(s) HERE</i>			
<b>TASK 16 – Technical Systems Specification &amp; Project Management</b>			
<i>Vendor to Indicate All Position Title(s) HERE</i>			
<b>TASK 17 – Environmental Review*</b>	<b>UNIT COST</b>	<b>UNIT COST</b>	<b>UNIT COST</b>
<b>Initial Environmental Review:</b>			
Exempt			
Categorically Excluded Not Subject to §58.5			
Categorically Excluded Subject to §58.5			
Environmental Assessment			
Environmental Impact Statements			
<b>Reevaluation Environmental Review:</b>			
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

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### I. READ, REVIEW AND COMPLY

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

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

### II. REQUEST FOR OFFERS

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

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

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

### III. DUTY TO INQUIRE

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

### IV. DEFINITIONS, ACRONYMS AND ABBREVIATIONS

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

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

7. **CONTRACT ADMINISTRATOR:** A representative of the Agency who is responsible for the functions that are performed after all parties have signed a contract, including any modifications to the contract.
8. **CONTRACT MANAGER:** A representative of the agency or awarded vendor who ensures compliance with the contract terms and conditions while giving attention to the achievement of the stated output and outcome of the contract.
9. **ELECTRONIC VENDOR PORTAL (eVP):** System for vendors to do business with the State of North Carolina, including registering to do business, responding to bid opportunities, and certifying as a HUB and/or NCSBE.
10. **E-PROCUREMENT SERVICES:** The program, system, and associated services through which the State conducts electronic procurement.
11. **FOB-DESTINATION:** Title changes hand from Vendor to purchaser at the destination point of the shipment; Vendor owns the commodity in transit and files any claims. Vendor pays all freight and any related transportation charges. A Solicitation may request that a Vendor separately identify freight charges in its bid, but no amount or charge not included as part of the total bid price will be paid.
12. **HUB:** Historically Underutilized Business <https://ncadmin.nc.gov/businesses/hub>
13. **IFB:** Invitation for Bids (a type of Solicitation document)
14. **LOT:** A grouping of similar products within this Solicitation document.
15. **OFFER:** the bid or proposal submitted in response this Solicitation. The terms Bid and Proposal are used interchangeably with the term Offer.
16. **OFFEROR:** the single legal entity submitting the Offer. The term Bidder is used interchangeably with the term Offeror. See bidding provisions entitled Signing Your Offer and Bid/Proposal As Offer To Contract.
17. **ON-TIME DELIVERY:** The delivery of all items within a single order to the receiving point designated by the ordering entity within the delivery time required.
18. **PROCUREMENT LEAD:** Representative of the agency identified on the first page of the Solicitation document who will correspond with potential Vendors concerning Solicitation issues, will contract with the Vendor providing the best offer to the State, and is the individual who will administer the Contract for the State.
19. **QUALIFIED BID/PROPOSAL:** A responsive bid submitted by a responsible Vendor.
20. **RESPONSIBLE:** Refers to a Vendor who demonstrates in its Offer that it has the capability to perform the requirements of the Solicitation.
21. **RESPONSIVE:** Refers to an Offer that conforms to the Requirements of the Solicitation in all respects to be considered by the State for award.
22. **RFI:** Request for Information (an information gathering tool that does not result in a contract)
23. **RFP:** Request for Proposals (a type of Solicitation document)
24. **RFP:** Request for Pre-Qualifications (a type of Solicitation document)

26. **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
27. **STATE AGENCY:** Any of the more than 400 sub-units within the executive branch of the State, including its departments, institutions, boards, commissions, universities, and units of the State.
28. **STATE DEPARTMENTS:** Department of Administration, Department of Agriculture and Consumer Services, Department of Commerce, Department of Natural and Cultural Resources, Department of Environmental Quality, Department of Health and Human Services, Department of Information Technology, Department of Insurance, Department of Justice, Department of Labor, Department of Military and Veteran Affairs, Department of Public Instruction, Department of Public Safety, Department of Revenue, Department of State Treasurer, Office of the Secretary of the State, Department of Transportation, Wildlife Resources Commission, Office of Budget and Management, Office of the Governor, Office of the Lieutenant Governor, Office of The State Auditor, Office of the State Controller.
29. **VENDOR:** The supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Solicitation document. Following award of a contract, the term refers to an entity receiving such an award.
30. **WORK:** All labor, materials, equipment, services, or property of any type, provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract.
31. **YOU and YOUR:** Offeror.

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

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

## **VI. BID SUBMISSION**

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

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

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

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

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

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

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

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

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

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

8. **CONTENTS OF OFFER:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- a) any company identified as engaging in investment activities in Iran, as determined by appearing on the Final Divestment List created by the State Treasurer pursuant to G.S. 147-86.58, and
- b) any company identified as engaged in a boycott of Israel as determined by appearing on the List of restricted companies created by the State Treasurer pursuant to G.S. 147-86.81. A contract with the State or any of its political subdivisions by any company identified in a) or b) above shall be void *ab initio*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS

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### **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**

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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**

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

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

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

a) Is Vendor a Historically Underutilized Business?  Yes  No

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

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

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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.

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**Signature of Vendor's Authorized Official**

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

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**Date**

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

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

**ATTACHMENT H: EXPERIENCE**

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

<b>Example 1</b>	
<b>Client Name:</b>	
<b>Program:</b>	
<b>Brief Description of Services Rendered:</b>	

<b>Example 2</b>	
<b>Client Name:</b>	
<b>Program:</b>	
<b>Brief Description of Services Rendered:</b>	

Example 3	
<b>Client Name:</b>	
<b>Program:</b>	
<b>Brief Description of Services Rendered:</b>	

## 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.



# BID ADDENDUM

August 26, 2025

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

Solicitation Number	Doc1677946894
Solicitation Description	Staff Augmentation
Addendum Number	1

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

**CHANGE TO SOLICITATION:**

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

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

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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., <b>SBI, CJIS, fingerprinting</b> ), or will standard vendor HR screenings suffice unless otherwise requested?	Standard HR screenings will suffice unless otherwise requested based on specific needs. Additional background checks may be required for in-person roles.
6	4.2 Pricing; Attachment A – Task Order Categories / Pricing	For pricing, may vendors propose <b>category specific position titles and rates</b> (i.e., rates can differ by Task Order category), provided all rates are <b>not to exceed</b> and inclusive of expenses?	Yes.
7	2.7 Proposal Contents 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), <a href="https://evp.nc.gov">https://evp.nc.gov</a>.</i> "
18	2.7 Proposal Contents Resumes	Can we submit <b>sample resumes</b> instead of actual staff resumes?	This is not prohibited but may receive a weaker evaluation, as

	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, " <b><i>Questions or issues related to using eProcurement Sourcing must be directed to the eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM ET</i></b> ".
21	Offer Checklist Page no: 60	Should the attachments be included within the Technical Proposal?	The entire offer, one (1) pdf file, should be uploaded in eProcurement Sourcing in Section 5.1 VENDOR OFFER.
22	Offer Checklist Page no: 60	Should the attachments be submitted as separate files?	The attachments should not be submitted as separate files.
23	4.5 Hub Participation Page no: 16	Is it mandatory for the vendor to meet the 10% HUB participation goal	No. See response to Question #3.
24	No reference citation provided by the Vendor.	Will the vendor's resources be required to work on-site?	Some personnel may be required to work on-site, depending on the task order.
25	No reference citation provided by the Vendor.	Will the vendor's resources be required to work on-site, remotely, or a combination of both?	Depending on the task order, some personnel may be required to work on-site; others will be able to work remotely.
26	5.2.16 Technical Systems Specification & Project Management Page No: 23	Will the vendor be required to provide actual IT development/configuration, or only project management and system specification support?	Only project management system specification support. DCR has issued a separate procurement for a grants management system.

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 <b>un-audited</b> 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, <a href="https://eprocurement.nc.gov/training/vendor-training">https://eprocurement.nc.gov/training/vendor-training</a> . Questions or issues related to using eProcurement Sourcing must be directed to the eProcurement Help Desk at 888-211-7440, Option 2. Help Desk representatives are available Monday through Friday from 7:30 AM ET to 5:00 PM ET
73	2.7 Proposal Contents, 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 STC, will they be required to submit proposals for all subsequent Task Orders within their designated task areas, or will vendors have the discretion to determine which Task Orders they wish to pursue?	Vendors will not be required to respond to subsequent Task Orders.
96	General Clarification (Applicable Across Categories) Section 5.0, Scope of Work Page 18 Section 4.0, Requirements Page 14	For software-driven deliverables, are there preferred platforms or technical standards (e.g., security, integration) DCR requires for training, reporting, or grant management tools?	DCR does not have any preferred platforms. DCR is in the procurement process for a grant management system that could have potential requirements, but they are not yet known. Technical standards will depend on the deliverable and must conform to NCDIT's relevant standards.
97	General Clarification Section 5.2.12, Task 12: Training, Technical Assistance, and Capacity Building Page 22	What is the anticipated volume or scale of training sessions (in-person/virtual) per year? Is there a preferred mode (on-site vs remote) for delivery?	There could be multiple training sessions per year, depending on training needs. The mode of delivery will vary depending on the type of training.
98	General Clarification Section 5.2.12, Task 12: Training, Technical Assistance, and Capacity Building Page 22	Will DCR provide existing training materials or resources for the vendor to build upon, or is the successful proposer expected to develop content from scratch?	Training materials will be developed in collaboration with DCR. The exact training needs are not yet known.
99	Task 12: Training, Technical Assistance, and Capacity Building Section 5.2.12 Page 22	Can you clarify what regulatory areas (e.g., CDBG-DR specifics, HUD rules, state procurement) you anticipate requiring ongoing training for?	The exact training needs are not yet known, but training will likely be needed to ensure compliance with CDBG-DR, HUD, federal, state, and local requirements.
100	Task 12: Training, Technical Assistance, and Capacity Building Section 5.2.12 Page 22	Is there a required certification for trainers or specific credentials preferred in training staff?	No specific certifications are required, but trainers should have expertise in the training that is being provided.
101	Task 12: Training, Technical Assistance, and Capacity Building Section 5.2.12 Page 22	Will the successful proposer be supporting only DCR staff, or will task orders extend to subrecipients and external partners? What is the expected	Per the RFP in task 12, training sessions are for DCR staff, subrecipients, and partners. The expected size of these events is not yet known.

		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 Sourcing in Section 5.1 VENDOR OFFER. The entire offer includes information in RFP Section 2.7 PROPOSAL CONTENTS, and all information required by the RFP. The State will not disqualify a Vendor for where in the offer the Vendor elects to place all pages of the RFP.
124	4.9 Insurance Requirements Page 16	This section states that "Vendor shall submit acceptable evidence of insurance with each task order." Please confirm that proof of insurance should be submitted	See response to Question #37.

		only with task orders, not with this response.	
125	Ariba Sourcing Event, Section 5.1	Please confirm that the upload required in this section should include a complete, signed, and initialed copy of the Solicitation Document, and our unredacted offer, in a single PDF file. (If not, please clarify the intended content to upload.)	eProcurement Sourcing, Section <b>5.1 VENDOR OFFER</b> , is where to upload the complete and <u>signed</u> <b>UNREDACTED</b> offer. The <u>entire</u> <u>offer</u> should be one (1) pdf file.  eProcurement Sourcing, Section <b>5.3 VENDOR OFFER (REDACTED)</b> , is where to upload the <b>REDACTED</b> offer.
126	Ariba Sourcing Event, Section 5.2	This section requests that bidders upload a completed Attachment A, Pricing, in Excel format. However, Attachment A is provided only in PDF format, not in Excel. Is there an Excel version of Attachment A that DCR will provide? Or are bidders expected to replicate the entire content of Attachment A in Excel before completing it and uploading it? Or is Excel only for the pricing table, and the rest of Attachment A should be completed in PDF format? If the latter, are bidders able to upload more than one file in Section 5.2?	eProcurement Sourcing, Section <b>5.2 ATTACHMENT A: PRICING</b> is where to upload <u>pricing</u> in <u>Excel</u> format. Do not password protect the Excel Price file.  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) <b>TASK ORDER CATEGORIES</b> the vendor should return in <u>pdf</u> format. The TASK ORDER CATEGORIES selected by the Vendor should be included in the entire Vendor offer uploaded in Section <b>5.1 VENDOR OFFER</b> (unredacted).
127	5.2.1 Task 1 – Development of Policies, Procedures, and SOPs 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?	<a href="https://www.osbm.nc.gov/direct-ed-grants-w-9-form/open">https://www.osbm.nc.gov/direct-ed-grants-w-9-form/open</a> . For General Instructions, please refer to the IRS Form W-9 located on the IRS Website ( <a href="https://www.irs.gov/">https://www.irs.gov/</a> )
134	Section 4.3, Payment 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 7	Can the state provide a sample task order for review?	We do not have a sample task order for review at this time.
136	Section 5.2.17, Task 17 – Environmental Review Page 24	Is there currently a statewide Section 106 Programmatic Agreement which the state utilizes to expedite Section 106 compliance?	No. A statewide PA does not yet exist.
137	Section 5.2.17, Task 17 – Environmental Review Page 24	Given the wide range of complexities and variables of a potential Environmental Impact Statement (EIS), would it be acceptable to omit a cost estimate for EISs? And instead, provide an estimate when more details are known?	A cost estimate should be provided for all levels of review, however vendors may note assumptions utilized to determine their cost estimates.
138	2.7 Proposal Contents, 5. Resumes and Bios Page 10	Can DOC clarify what staff should be considered key personnel?	Key personnel are task-specific.
139	2.7 Proposal Contents, 5. Resumes and Bios Page 10	By encouraging vendors to submit at least two qualified candidates per position or labor category, is this also requesting resumes/bios for every potential candidate? Should there be multiple named candidates proposed for every LCAT, or for support/lower level LCATs can the vendor simply provide a summary of the qualifications that will be met by the individual slated to support in this role?	See response to Question #14, #18, #43, and #49.
140	3.4 Evaluation Criteria Page 13-14	Is DOC able to elaborate further on the criteria/scoring that goes into the narrative evaluation, specifically if any points or weight is assigned to the multiple factors taken into consideration of the best-value evaluation?	See response to Question #71.
141	Attachment C, 2. <u>DEFAULT AND TERMINATION</u> , b) Liquidated damages... Page 38-39	Can DOC clarify if this clause is relevant since the task orders and descriptions do not imply that any single-family reconstruction projects will be done under this contract?	See replacement language at the top of this Addendum.

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"><li>• Financial Compliance, Oversight, and Fraud Prevention.</li><li>• Duplication of Benefits (DOB) Compliance.</li><li>• Procurement Compliance and Monitoring.</li><li>• Program Performance Monitoring and Evaluation.</li><li>• Civil Rights, Fair Housing, Labor Standards, and Historic Preservation.</li><li>• Audit Readiness and Monitoring Support.</li><li>• Training, Technical Assistance, and Capacity Building.</li><li>• Grant Management.</li></ul>	DCR will distribute tasks among vendors on this contract and on State Term Contract 8411A depending on its need and the vendors' qualifications and experience. DCR intends to separate tasks, but some collaboration may be required.
150	5.2.1 Task 1 – Development of Policies, Procedures, and	Is the service of assisting in the "Development of Policies, Procedures, and Standard	Anticipated for both Action Plan programs and general grants management.

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

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

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 actived, how much lead time is expected between notification and implementation of responsibilities?	Once a vendor is selected for a particular task order, the time to begin implementation will be fairly short. It will depend upon the task.
174	5.2.3-Task Order 3 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 for a specific task or a selected few?	See response to Question #30.
178	5.0 Scope of Work Page 18	The RFP states that some tasks may require vendors to report to an office provided by the State. Which tasks are projected to have this requirement?	See response to Question #4, #25
179	5.0 Scope of Work Page 18	Can the State confirm if both biographies and resumes are required?	Per the RFP, resumes <i>or</i> biographies must be provided for all key personnel proposed.
180	No reference citation provided by the Vendor.	Please identify the current vendor(s) providing the services outlined in this RFP, and provide the corresponding contract number(s) and period of performance for each.	See response to Question #9.
181	No reference citation provided by the Vendor.	Will the State consider out-of-state vendors for prime contractor roles if all work is performed during North Carolina business hours and personnel can travel on-site as needed?	Yes.
182	2.7 Proposal Contents 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:** \_\_\_\_\_ Ramboll Americas Engineering Solutions, Inc. \_\_\_\_\_

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

**NAME and TITLE (Print or Typed):** \_\_\_\_\_ Burke J. Brooks, PE, Principal \_\_\_\_\_

**DATE:** \_\_\_\_\_ September 11, 2025 \_\_\_\_\_

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