

## Contract Award

Contract Number:	<b>Doc1677946894</b>
Contract Description:	<b>Staff Augmentation</b>
Vendor:	<b>SWCA Environmental Consultants</b>

### Task Order Categories Awarded:

**TASK 17 – Environmental Review**

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

Refer <u>ALL</u> Inquiries regarding this RFP to: <a href="mailto:angela.dunaway@commerce.nc.gov">angela.dunaway@commerce.nc.gov</a>	Request for Proposals # Doc1677946894  <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:		
SWCA, Incorporated, dba SWCA Environmental Consultants		
STREET ADDRESS:		P.O. BOX:
113 Edinburgh South Drive, Suite 120		NA
CITY & STATE & ZIP:		TELEPHONE NUMBER:
Cary, North Carolina 27511		919.292.2200
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE :		
Not applicable		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:		FAX NUMBER:
Nathan Kuhn, Senior Office Director		NA
VENDOR'S AUTHORIZED SIGNATURE:	DATE:	EMAIL:
	9/9/2025	Nathan.Kuhn@swca.com

Proposal Number: Doc1677946894

Vendor: SWCA, Incorporated, dba

SWCA Environmental Consultants

#### **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 Signed by: [Redacted] Contract awarded this 19th day of December, 2025, as indicated on the attached certification, by [Redacted] [Redacted] (Authorized Representative of Department of Commerce).



Josh Stein  
GOVERNOR  
Lee Lilley  
SECRETARY

Stephanie McGarrah  
DEPUTY SECRETARY

# Request for Offer Extension

**Solicitation Number:** Doc1677946894

**Solicitation Description:** Staff Augmentation

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

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

**Procurement Director:**  
Angie Dunaway  
[angela.dunaway@commerce.nc.gov](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):** SWCA Environmental Consultants

**Authorized Signature:**

**Name and Title:** Nathan Kuhn, Senior Office Director - Raleigh

**Date:** 12/11/2025

## ATTACHMENT A: TASK ORDER CATEGORIES / PRICING

### PRICING:

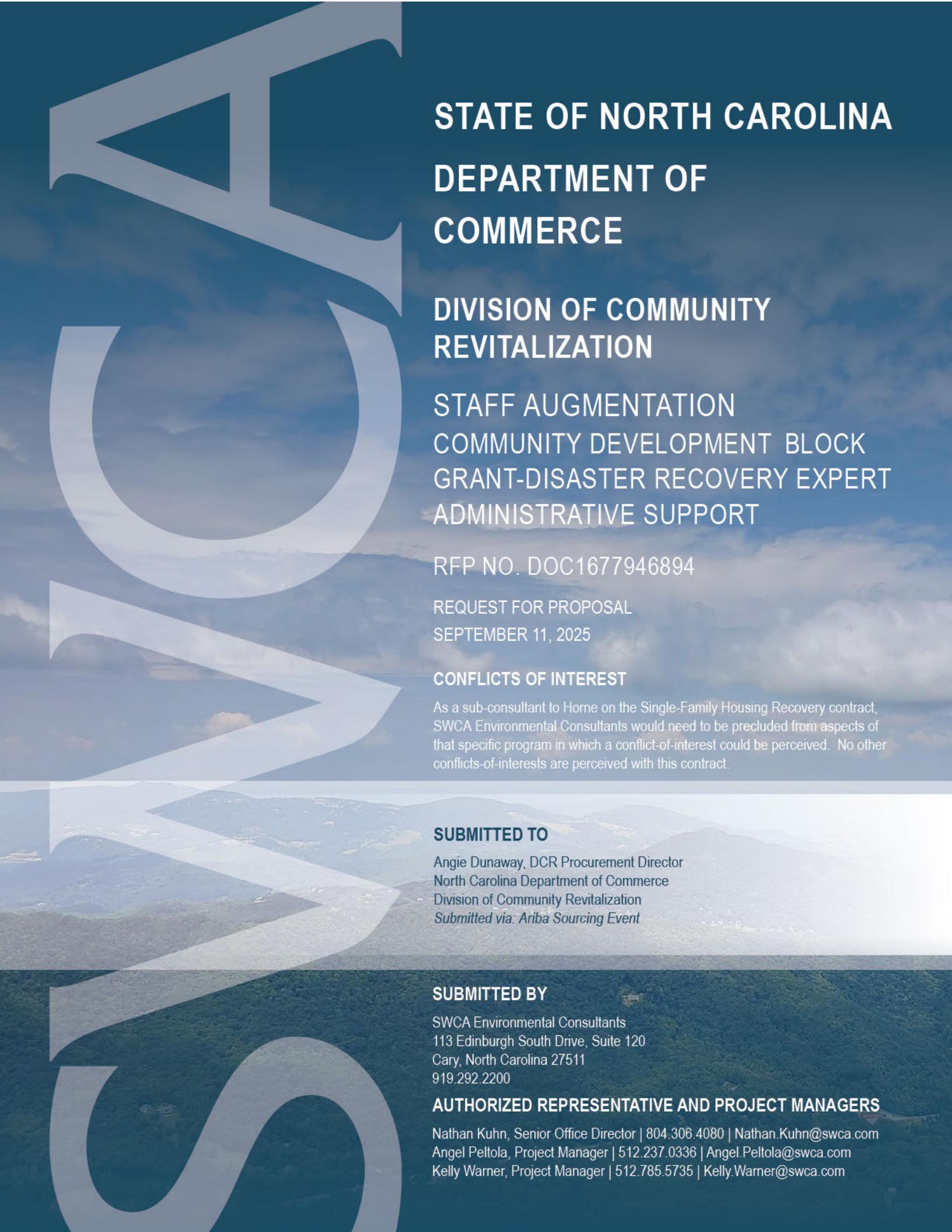
Vendor to replicate the table below and provide an hourly not-to-exceed rate per position for each task order category(s) offered with its solicitation response. Rates shall be inclusive of salary, overhead, administrative and other similar fees, travel and other expenses. Vendor is responsible for providing 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>		Not applicable	
<i>Vendor to Indicate All Position Title(s) HERE</i>			
<b>TASK 2 – Financial Compliance, Oversight, and Fraud Prevention</b>		Not applicable	
<i>Vendor to Indicate All Position Title(s) HERE</i>			
<b>TASK 3 – Duplication of Benefits (DOB) Compliance</b>		Not applicable	
<i>Vendor to Indicate All Position Title(s) HERE</i>			
<b>TASK 4 – Procurement Compliance and Monitoring</b>		Not applicable	
<i>Vendor to Indicate All Position Title(s) HERE</i>			
<b>TASK 5 – Claims, Appeals, and Case Reviews</b>		Not applicable	
<i>Vendor to Indicate All Position Title(s) HERE</i>			
<b>TASK 6 – Action Plan Development and Amendments</b>		Not applicable	
<i>Vendor to Indicate All Position Title(s) HERE</i>			
<b>TASK 7 – Needs Assessments, Market Analysis, and Geospatial Support</b>		Not applicable	
<i>Vendor to Indicate All Position Title(s) HERE</i>			
<b>TASK 8 – Program Performance Monitoring and Evaluation</b>		Not applicable	
<i>Vendor to Indicate All Position Title(s) HERE</i>			
<b>TASK 9 – Civil Rights, Fair Housing, Labor Standards, and Historic Preservation</b>		Not applicable	
<i>Vendor to Indicate All Position Title(s) HERE</i>			
<b>TASK 10 – Audit Readiness and Monitoring Support</b>		Not applicable	
<i>Vendor to Indicate All Position Title(s) HERE</i>			
<b>TASK 11 – Technical and Engineering Support for Infrastructure and Housing Projects</b>		Not applicable	
<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>		Not applicable	
<i>Vendor to Indicate All Position Title(s) HERE</i>			
<b>TASK 13 – Relocation Program (URA/TRA) Development and Compliance Support</b>		Not applicable	

<i>Vendor to Indicate All Position Title(s) HERE</i>			
<b>TASK 14 – Communication, Public Information, and Outreach Support</b>	Not applicable		
<i>Vendor to Indicate All Position Title(s) HERE</i>			
<b>TASK 15 – Grant Management</b>	Not applicable		
<i>Vendor to Indicate All Position Title(s) HERE</i>			
<b>TASK 16 – Technical Systems Specification &amp; Project Management</b>	Not applicable		
<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	668	688	709
Categorically Excluded Not Subject to §58.5	767	790	813
Categorically Excluded Subject to §58.5	14,773	15,216	15,673
Environmental Assessment	16,445	16,938	17,447
Environmental Impact Statements	183,250	188,748	194,409
<b>Reevaluation Environmental Review:</b>			
Exempt	160	165	170
Categorically Excluded Not Subject to §58.5	210	216	222
Categorically Excluded Subject to §58.5	3,790	3,904	4,021
Environmental Assessment	5,174	5,329	5,489
Environmental Impact Statements	52,532	54,108	55,731

\*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



# STATE OF NORTH CAROLINA DEPARTMENT OF COMMERCE

## DIVISION OF COMMUNITY REVITALIZATION

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

RFP NO. DOC1677946894

REQUEST FOR PROPOSAL  
SEPTEMBER 11, 2025

### CONFLICTS OF INTEREST

As a sub-consultant to Horne on the Single-Family Housing Recovery contract, SWCA Environmental Consultants would need to be precluded from aspects of that specific program in which a conflict-of-interest could be perceived. No other conflicts-of-interests are perceived with this contract.

### SUBMITTED TO

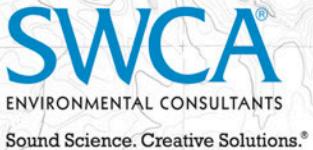
Angie Dunaway, DCR Procurement Director  
North Carolina Department of Commerce  
Division of Community Revitalization  
*Submitted via: Ariba Sourcing Event*

### SUBMITTED BY

SWCA Environmental Consultants  
113 Edinburgh South Drive, Suite 120  
Cary, North Carolina 27511  
919.292.2200

### AUTHORIZED REPRESENTATIVE AND PROJECT MANAGERS

Nathan Kuhn, Senior Office Director | 804.306.4080 | [Nathan.Kuhn@swca.com](mailto:Nathan.Kuhn@swca.com)  
Angel Peltola, Project Manager | 512.237.0336 | [Angel.Peltola@swca.com](mailto:Angel.Peltola@swca.com)  
Kelly Warner, Project Manager | 512.785.5735 | [Kelly.Warner@swca.com](mailto:Kelly.Warner@swca.com)



113 Edinburgh South Drive  
Suite 120  
Cary, North Carolina 27511  
Tel 919.292.2200  
[www.swca.com](http://www.swca.com)

September 11, 2025

Angie Dunaway, DCR Procurement Director  
North Carolina Department of Commerce  
Division of Community Revitalization  
*Submitted via: Ariba Sourcing Event*

**Re: Proposal for Staff Augmentation, Community Development Block Grant-Disaster Recovery  
Expert Administrative Support / RFP No. Doc1677946894**

Dear Angie Dunaway:

The devastation caused by Hurricane Helene has underscored the critical need for swift, coordinated, and expert support to North Carolina's long-term recovery efforts. SWCA Environmental Consultants (SWCA), a 100% employee-owned firm with more than 40 years of experience in disaster recovery and regulatory compliance, brings proven expertise in delivering efficient, NEPA-compliant HUD environmental reviews. We are well-positioned to lead Task 17 – Environmental Review – in direct support of the Division of Community Revitalization's (DCR) CDBG-DR initiatives across infrastructure, economic revitalization, multifamily, workforce housing, and hazard mitigation set-aside programs.

To support SWCA in Phase I and II Environmental Site Assessments (ESA), Lead-Based Paint (LBP) Assessments, and Asbestos Containing Materials (ACM) Assessments, we have partnered with Consultech Environmental, LLC (Consultech), a Small Disadvantaged Business (SDB), Economically Disadvantaged Woman-Owned Small Business (EDWOSB), and Historically Underutilized Business. Our combined team offers DCR a robust, diverse, and responsive resource pool. This collaboration strengthens our ability to address complex environmental challenges, ensure regulatory compliance, and support the DCR's commitment to equitable recovery.

Our team has extensive experience supporting state and local governments in the management of HUD CDBG-DR and other HUD program funds—ensuring compliance, transparency, and effectiveness in the administration of complex recovery programs. We understand the unique challenges of post-disaster environments, including the need to coordinate with multiple stakeholders, navigate evolving federal and state requirements, and deliver results under tight timelines. SWCA's recent work on federally funded disaster recovery programs across the Southeast, including housing, infrastructure, and economic revitalization, demonstrates our capacity to efficiently execute environmental assessments that support timely recovery and resilience efforts.

Key strengths we bring to this engagement include:

- **Comprehensive Understanding of HUD and CDBG-DR Processes**  
SWCA's specialists have direct HUD experience, with staff who have served in Responsible Entity (RE; 24 CFR 58.2(a)(7)) roles, bringing firsthand knowledge of program requirements and challenges to ensure compliant, high-quality deliverables.
- **Experience with North Carolina and the Southeast**  
With offices in Raleigh and Charlotte and a robust presence throughout the region, our familiarity with State requirements—developed through ongoing work with North Carolina agencies—enables us to deliver tailored, compliant solutions that address local needs. Having previously collaborated with the

DCR, SWCA has further enhanced our team with additional seasoned staff to ensure the success of this initiative.

- **Collaborative, Client-Focused Approach**

SWCA specializes exclusively in environmental services and routinely serves as the environmental lead on multi-disciplinary projects, seamlessly coordinating with agencies and partner firms to support compliance, administration, and technical needs, while integrating with existing State staff and other stakeholders.

- **Identifying Schedule Risk and Special Studies**

Our technical expertise and extensive experience allow us to anticipate project needs and meet established timelines. By identifying potential requirements for additional studies and lengthy consultations early in the process, we proactively mitigate schedule risks. The addition of Consultech further expands our capacity to address contamination-related challenges with specialized expertise.

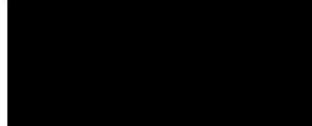
- **Commitment to Sound Science and Creative Solutions**

SWCA's focus on environmental services combines regulatory expertise and innovative strategies, ensuring all solutions are grounded in "**Sound Science and Creative Solutions**" best practices, to overcome challenges and maximize the impact of recovery funds for North Carolina's communities.

SWCA, together with Consultech, is committed to supporting DCR's mission to restore and revitalize communities impacted by Hurricane Helene. Our proposal is submitted in good faith and without collusion or fraud. If selected, our key personnel will be available to support the DCR as needs arise.

Thank you for considering our qualifications. We look forward to the opportunity to partner with the Division of Community Revitalization and contribute to North Carolina's recovery and resilience.

Sincerely,



Angel Peltola  
Project Manager  
512.237.0336 | [Angel.Peltola@swca.com](mailto:Angel.Peltola@swca.com)

Kelly Warner  
Project Manager  
512.785.5735 | [Kelly.Warner@swca.com](mailto:Kelly.Warner@swca.com)

#### **FOCUS ON ENVIRONMENTAL COMPLIANCE**

SWCA is one of the largest environmental firms in the U.S., and our knowledge of regulatory needs, updates, changes, and new requirements support the creation of successful HUD-compliant programs and monitoring events. We offer regional capacity with nationwide support and are able to scale program assistance based on the Department of Commerce's needs throughout the long-term recovery process.

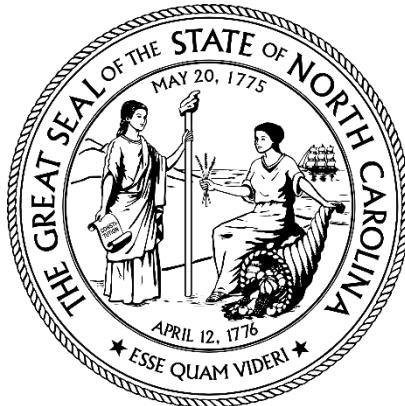
#### **SWCA CONFIRMATION STATEMENT**

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.



# SIGNED EXECUTION PAGES

Including RFP Body and Addenda



**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

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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**

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### **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**

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.

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## 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 A IS UPLOADED TO ARIBA SOURCING EVENT AS A SPREADSHEET PER RFP REQUIREMENTS.**

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## ATTACHMENT B: NORTH CAROLINA INSTRUCTIONS TO VENDORS

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### I. READ, REVIEW AND COMPLY

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

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

### II. REQUEST FOR OFFERS

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

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

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

### III. DUTY TO INQUIRE

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

### IV. DEFINITIONS, ACRONYMS AND ABBREVIATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **VI. BID SUBMISSION**

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

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

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

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

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

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

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

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

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

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

8. **CONTENTS OF OFFER:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**2. DEFAULT AND TERMINATION.**

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

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

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

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

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

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

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

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

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

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

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

**7. SITUS AND GOVERNING LAWS:**

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

**8. NON-DISCRIMINATION COMPLIANCE:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## v. Access and review

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 3. For Contracts valued in excess of \$1,000,000 the following limits shall apply:**

- i. **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as may be required by the laws of North Carolina, as well as employer's liability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**27. FEDERAL FUNDS PROVISIONS**

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

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

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

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

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

Compliance with the Contract Work Hours and Safety Standards Act.

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

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

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

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

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

Clean Air Act

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

Federal Water Pollution Control Act

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

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

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

**f) Debarment and Suspension.**

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

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

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

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

**h) Procurement of Recovered Materials.**

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

3. The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

i) **Access to Records.** In addition to the North Carolina General Contract Terms & Conditions section entitled "ACCESS TO PERSONS AND RECORDS" included in this Contract, the following access to records requirements apply to this Contract:

1. The Vendor agrees to provide the Purchasing Agency, the Administrator of the federal agency providing funds hereunder, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Vendor agrees to provide the Administrator of the federal agency providing funds hereunder or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract.
4. In compliance with the Disaster Recovery Act of 2018, the Purchasing Agency and the Vendor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the Administrator of the federal agency providing funds hereunder or the Comptroller General of the United States.

j) **Modifications to Contract.** Modifications to the Contract are governed by the North Carolina General Contract Terms & Conditions section above entitled "AMENDMENTS," except as approval and signature by any federal official may also be required.

k) **Records Retention.** All records required to be kept on the project shall be maintained for at least eight (8) years after final payments and until all other pending matters under the grant for this project have been closed. However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the eight (8) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the eight (8) year period, whichever is later.

l) **Energy Efficiency.** All participants in the projects funded hereby shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).

m) **Program Fraud and False or Fraudulent Statements or Related Acts.** Vendor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the Contract.

n) **No Obligation by Federal Government.** The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Vendor, or any other party pertaining to any matter resulting from the Contract.

o) **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the Contract. The Vendor will comply with all applicable Federal law, regulations, executive orders, the policies of the federal agency(ies) providing funding, procedures, and directives.

p) **Federal Seals, Logos, and Flags.** In addition to the prohibitions of the North Carolina General Contract Terms & Conditions section above entitled "ADVERTISING," the Vendor shall not use the seal(s), logos, crests, or reproductions of flags of a federal agency providing funding herein, or likenesses of federal agency officials without specific pre-approval of the relevant federal agency.

q) **System for Awards Management.** Vendor shall be responsible to ensure that it has checked the federal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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:

Not applicable

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

Not applicable

**b) The Vendor agrees to provide notice, in writing to the State, of the relocation of the Vendor, employees of the Vendor, sub-Contractors of the Vendor, or other persons**  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:**

SWCA, Incorporated, dba SWCA Environmental Consultants

**PRIMARY**

113 Edinburgh South Drive, Suite 120  
Cary, North Carolina 27511

**SECONDARY**

13 Palafox Place  
Pensacola, FL 32502

## **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

**SWCA, Incorporated, dba SWCA Environmental Consultant, is committed to partnering with HUB-certified subcontractors, certified by the State Office of Historically Underutilized Businesses, to perform the required functions in this RFP on State contracts.**

## **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.

SWCA, Incorporated, dba

The Vendor, SWCA Environmental Consultants, 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**

Nathan Kuhn, Senior Office Director

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

September 3, 2025

**Date**

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## ATTACHMENT G: DISCLOSURE OF LOBBYING ACTIVITIES

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

# DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB

0348-0046

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

**SWCA Environmental Consultants does not participate in lobbying activities. This form is not applicable and intentionally left blank.**

**ATTACHMENT H: EXPERIENCE**

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>	Horne LLP
<b>Program:</b>	Renew NC Housing - Hurricane Helene NEPA Environmental Reviews
<b>Brief Description of Services Rendered:</b>	<p>In the aftermath of Hurricane Helene, the State of North Carolina launched the Renew NC Housing program to support housing recovery for impacted communities. SWCA plays a key role by preparing site-specific environmental reviews in compliance with Part 58 broad review requirements.</p> <p>Our team reviews documentation from damage assessment teams, conducts agency consultations, and synthesizes findings into thorough site-specific reviews. Thanks to our streamlined processes and expertise, SWCA is completing these reviews in record time, helping expedite recovery efforts and ensuring projects meet all environmental standards.</p> <p>SWCA is proud to contribute to a resilient and sustainable future for North Carolina through the Renew NC Housing program.</p>

<b>Example 2</b>	
<b>Client Name:</b>	Puerto Rico Department of Housing
<b>Program:</b>	ReGrow Program
<b>Brief Description of Services Rendered:</b>	<p>SWCA is responsible for coordinating the completion of HUD NEPA compliance under 24 CFR Part 58 for various programs under the Community Development Block Grant Disaster Recovery (CDBG-DR) and Community Development Block Grant Mitigation (CDBG-MIT) HUD Grants awarded to the Puerto Rico Department of Housing. Its ReGrow Program provides direct assistance to small business owners, specifically agricultural business impacted by hurricanes, most of them low-to-moderate income households, promoting resilience to future disasters by installing photovoltaic solar panels with battery backup and water storage systems. The SWCA team developed procedures for program completion and ensured all projects complied with 24 CFR Parts 51 and 58 et seq. The SWCA team is responsible for completing EAs and Categorically Excluded Reviews. To date, SWCA has been assigned over 100 EA-level reviews under the ReGrow Program, of which 40 have been completed.</p>

Example 3	
<b>Client Name:</b>	Texas General Land Office (GLO)
<b>Program:</b>	CDBG-DR Programs
<b>Brief Description of Services Rendered:</b>	SWCA is the primary environmental services provider to the Texas GLO for CDBG-DR programs related to Hurricane Harvey and 2018–2019 flooding disaster recovery programs in 54 Texas counties. SWCA is contracted to directly prepare NEPA-compliant EAs and CEST studies on infrastructure and single- and multi-family housing projects that GLO determines are eligible to receive CDBG-DR funding; these projects are based on applications received from affected municipalities and counties. SWCA is also providing environmental program design, oversight, and quality assurance reviews on all single-family residential recovery projects that are funded by the GLO in the 54 counties. To date, SWCA has prepared 60 county-level programmatic Tier I Broad Reviews and over 50 EA or CEST project-specific environmental reviews for individual GLO disaster recovery applicant projects. In addition, SWCA is responsible for managing GLO's construction compliance programs, which has included developing and implementing program-level lead-based paint and asbestos abatement protocols and providing construction monitoring support for various programs.

Example 4	
<b>Client Name:</b>	Volusia County, Florida
<b>Program:</b>	Volusia County CDBG
<b>Brief Description of Services Rendered:</b>	SWCA prepared Environmental Review Records for Environmental Assessments and Tier I Site Specific Reviews, as well as site visits and evaluations, and hazardous material risk assessments. In addition, SWCA was responsible for reviewing, researching, and documenting findings for all applicable laws and authorities related to the project. This included environmental agency consultation (USFWS, FWC, SHPO), conducting and preparing a multi-step process for the flood zones and wetlands, and potentially Phase I-III Environmental Site Assessments.

Example 5	
<b>Client Name:</b>	Escambia County, Florida
<b>Program:</b>	Escambia County Neighborhood Enterprise Division
<b>Brief Description of Services Rendered:</b>	SWCA was brought under contract by Escambia County in June 2023 to provide environmental services for various programs that are funded through CDBG-DR and HOME allocations, as well as other federal grants. During the kick-off meeting, Escambia County officials outlined their need for support with both housing and infrastructure projects. Together, we outlined a plan for their housing rehabilitation and roof repair program under a CEST Tier I/II format, we discussed the anticipated need for project-specific EAs for planned multi-family housing developments, and we reviewed the options available for drainage and other infrastructure projects throughout the County.

Example 6	
<b>Client Name:</b>	Workforce Group / SLSCO
<b>Program:</b>	California 2017-2018 CDBG-DR Wildfire Recovery Tier II Support
<b>Brief Description of Services Rendered:</b>	SWCA, under contract to Workforce Group and SLSCO, is overseeing environmental review compliance for CDBG-DR-funded programs related to single-family residential wildfire recovery programs within 13 California counties. The ReCoverCA program is assisting eligible single-family homeowners whose residences were damaged or destroyed by the 2017 and 2018 wildfires, with the intent of providing eligible applicants with rehabilitated or new replacement housing. The CDBG-DR programs are administered by the HCD. SWCA is assisting with the following scope of services required to complete the necessary environmental clearances, as required under NEPA and HUD regulations (24 CFR Part 58): 1) On-Call Technical Assistance Support with the Tier I documents, 2) Tier II Environmental Site-Specific Review Services, 3) NHPA Section 106 Consultations, and 4) Threatened and Endangered species evaluations and reports. Part of SWCA's services included creating a draft Section 106 programmatic agreement for HCD's CDBG-DR and CDBG-MIT funded programs that is currently under review by the California SHPO. SWCA has completed over 300 Tier II assessments to date.

**ATTACHMENT H: EXPERIENCE**

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

<b>Example 7</b>	
<b>Client Name:</b>	North Carolina Department of Environmental Quality
<b>Program:</b>	Not applicable
<b>Brief Description of Services Rendered:</b>	Consultech Environmental prepared a Limited Site Assessment (LSA) for the Bridgers Food Store in Princeville, North Carolina, under an ongoing State Lead contract with the NCDEQ to address a petroleum release from former underground storage tanks. Their work included site reconnaissance, assessment of current site conditions and potential receptors, and evaluation of soil and groundwater contamination. Consultech oversaw the drilling of a soil boring and installation of a monitoring well and soil and groundwater samples with laboratory analyses for petroleum-related compounds. Findings showed minor soil contamination below regulatory limits and groundwater detections with no exceedances of state standards. Based on these results, Consultech recommended, and the NCDEQ approved, site closure and No Further Action; Consultech subsequently abandoned the monitoring well.

<b>Example 8</b>	
<b>Client Name:</b>	Packaging Corporation of America
<b>Program:</b>	Not applicable
<b>Brief Description of Services Rendered:</b>	Consultech Environmental prepared an Asbestos Operation and Maintenance (O&M) Plan for the Packaging Corporation of America facility in Spencer, North Carolina. Their services included performing an updated Phase I Environmental Site Assessment (ESA) and collecting six samples of suspect asbestos-containing materials (ACM) in January 2019, with findings summarized in a May 2019 report. In April 2021, Consultech personnel revisited the site to inspect ACM locations and collected an additional window glazing sample. The finalized O&M Plan was submitted for implementation in October 2021, and Consultech supported the rollout with web-based conferences and training sessions for facility staff.

## 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:**

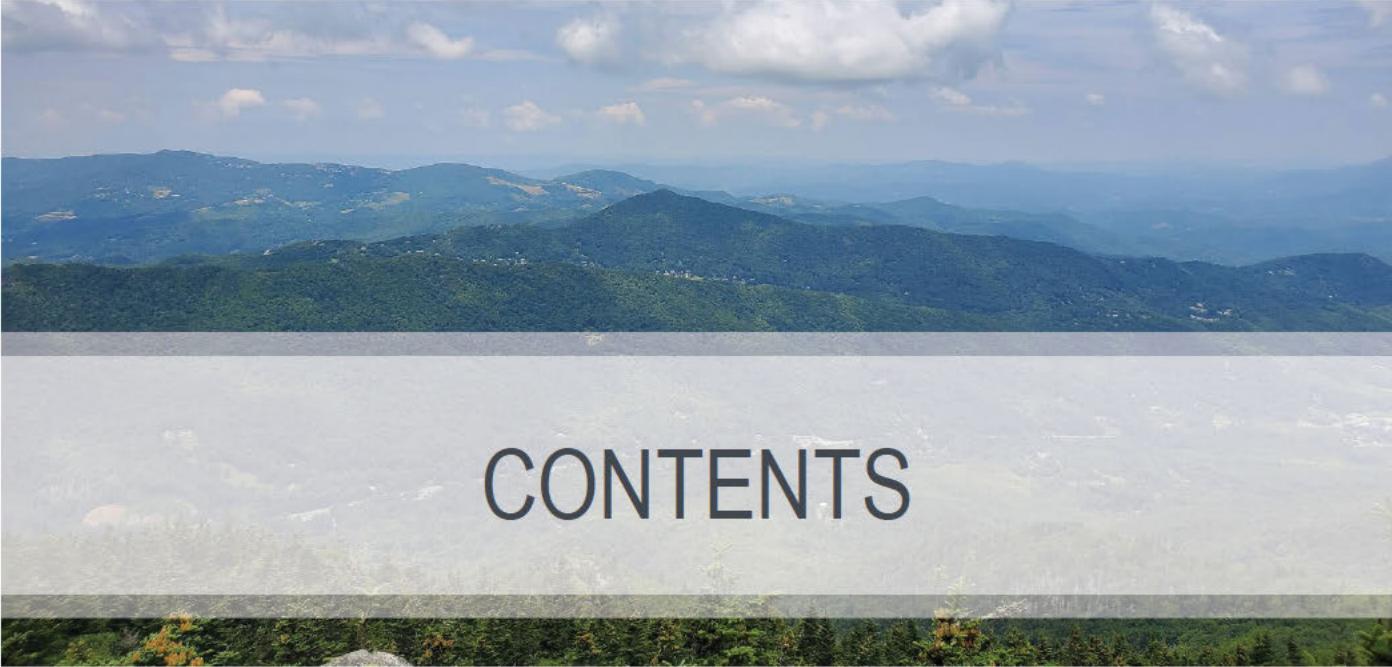
**VENDOR:** SWCA, Incorporated, dba SWCA Environmental Consultants

**AUTHORIZED SIGNATURE:** 

**NAME and TITLE (Print or Typed):** Nathan Kuhn, Senior Office Director

**DATE:** September 9, 2025

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## NARRATIVE RESPONSE

Vendor Qualifications and Approach

# QUALIFICATIONS AND APPROACH

## HISTORY OF ORGANIZATION



Founded on a commitment to “*Sound Science and Creative Solutions*,” SWCA Environmental Consultants (SWCA) is a leader in environmental and management consulting services. With a mission to be the best workplace and industry leader in sustainability, we combine scientific expertise and in-depth knowledge of U.S. Department of Housing and Urban Development (HUD) – National Environmental Policy Act (NEPA) environmental reviews and other industries we serve to tackle global environmental challenges.

Our diverse team of experts collaborates across disciplines to deliver comprehensive solutions in environmental planning and permitting, cultural resources management, biological and ecological services, water resources management, climate-driven services, air quality planning, engineering, and sustainability consulting. *Since 1981, SWCA has helped clients navigate the environmental compliance process and become more sustainable.* As a 100% employee-owned company, all 1,700+ employees across 45 offices nationwide—including a robust presence in North Carolina—are invested in our collective success, driving excellence in every project we undertake.

### OUR ROOTS RUN DEEP

In 1981, Dr. Steven W. Carothers started our company from a small closet in Flagstaff, Arizona. Steve’s passion to bring sound science and creative solutions to pressing ecological issues facing the Grand Canyon laid the groundwork for what became SWCA – Steven W. Carothers and Associates. Now, as a 100% employee-owned company, SWCA has become a global environmental and management consulting firm focused on making a positive, meaningful, and lasting impact.

## NORTH CAROLINA PRESENCE

SWCA has maintained a physical presence in North Carolina with offices in Raleigh-Sanford since 2019 and Charlotte since 2022. Our North Carolina team is deeply familiar with the State’s regulatory landscape and has supported numerous infrastructure and disaster recovery programs for local and state government clients. This local expertise is backed by SWCA’s national network of subject matter experts, ensuring both regional insight and broad technical depth.

### *Historically Underutilized Business Participation*



A Historically Underutilized Business for North Carolina, Consultech Environmental, LLC (Consultech) is a Small Disadvantaged Business (SDB) and Economically Disadvantaged Woman-Owned Small Business (EDWOSB) environmental and construction company based in Apex, North Carolina.

Consultech provides environmental and general contracting services that emphasize integrity, creativity, professionalism, and commitment. Their talented staff of experienced and licensed professionals have simultaneously managed and successfully completed diverse projects with timely and cost-effective service.

Consultech has several years of experience providing environmental and construction-related services to various federal agencies. Consultech has served as a prime or sub-contractor on a variety of contract types ranging from stand-alone Delivery Orders to multimillion-dollar, multi-year fixed-price IDIQs environmental and remedial action contracts. Their extensive experience in providing Phase I and II environmental site assessments, site characterization, hazardous waste management, remediation, lead-based paint, and asbestos abatement services allows them to seamlessly complement SWCA's expertise.

Their federal program is designed to meet the government's specialized requirements for cost accounting, procurement, quality, safety, and other priorities. They provide a diverse and expanding portfolio of services to the U.S. government, offering quality technical services in a timely and cost-effective manner. They are committed to providing government responsive and personalized service.

## RELEVANT EXPERIENCE

### LOCAL AND NATIONAL LEADERSHIP IN HUD-FUNDED DISASTER RECOVERY COMPLIANCE

#### NORTH CAROLINA'S TRUSTED PARTNER FOR HUD DISASTER RECOVERY COMPLIANCE

Since 2018, SWCA has been continuously assisting states to achieve the required HUD environmental compliance for large-scale hurricane disaster recovery programs, including our current work as the primary environmental service provider to HORNE, LLP, for the single-family component of Renew NC Housing recovery program.

#### PRIMARY ENVIRONMENTAL CONTRACTOR ACROSS MULTIPLE STATES AND TERRITORIES

We are also Texas's primary environmental contractor (2018-present) for their Hurricane Harvey and 2018/2019 storm recovery programs, and one of three primary contractors in Puerto Rico supplying their Hurricane Irma and Maria environmental compliance needs (2022-present).

SWCA has been committed to using grounded scientific principles that are innovative and provide practical solution to the regulatory labyrinth in which HUD NEPA, including Community Development Block Grants (CDBG) programs (Entitlement, Disaster Recovery [DR]), and Mitigation [MIT] HOME and SHOP, and ESG funding, operate.

### NEPA COMPLIANCE AND HUD ENVIRONMENTAL REVIEW REQUIREMENTS

SWCA is nationally recognized for our expertise in NEPA compliance and HUD environmental review requirements. Since NEPA's establishment, its regulations—outlined in Title 24 of the Code of Federal Regulations (CFR)—have guided HUD's environmental process, ensuring timely support to vulnerable communities while protecting both human and natural environments.

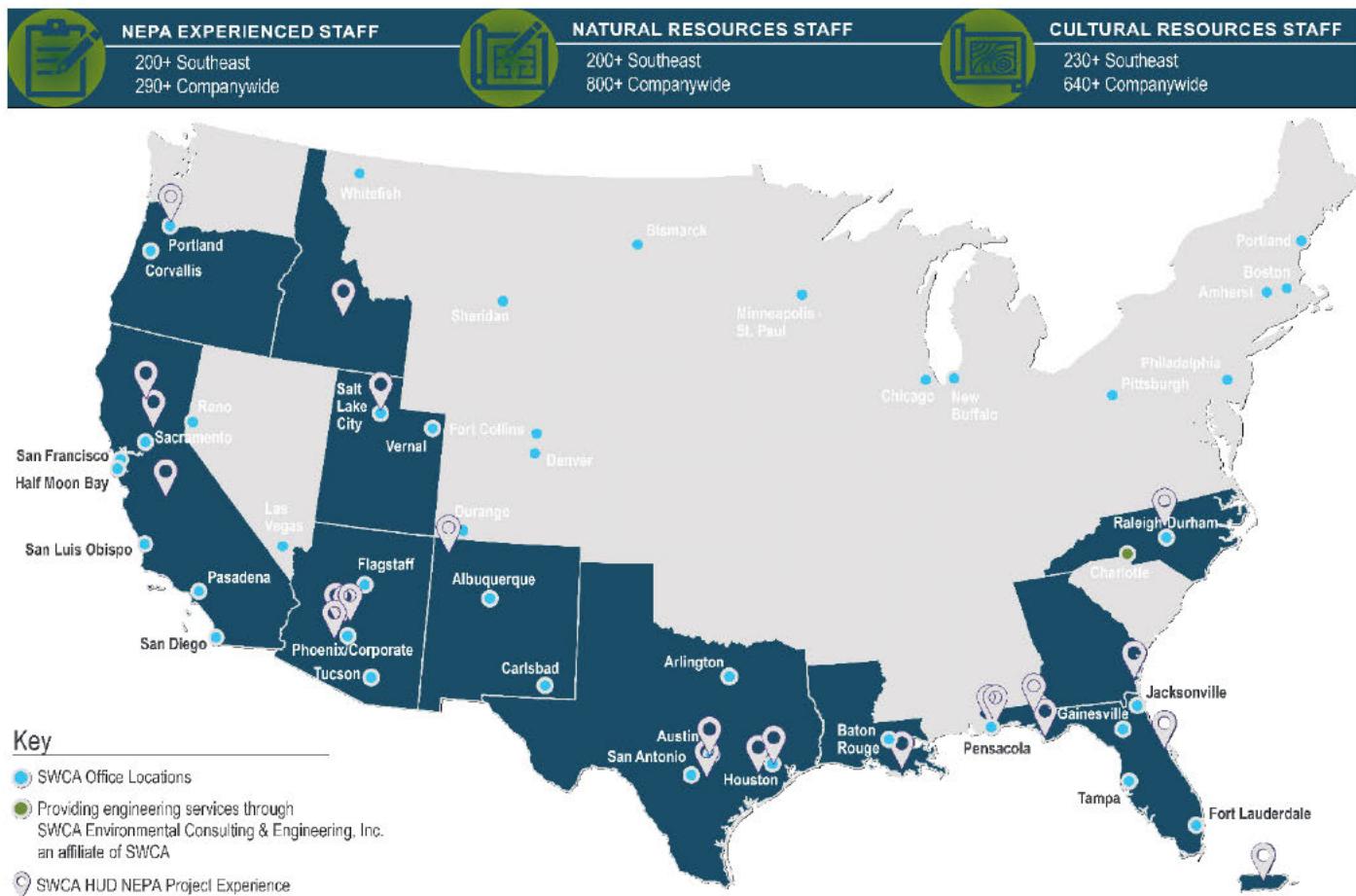
Our team of scientists, planners, and regulatory specialists excels at navigating federal, state, and local requirements, including 24 CFR Parts 51 and 58. We have supported HUD-funded housing, infrastructure, resilience, and disaster recovery programs nationwide. As a current subconsultant to the State of North Carolina, SWCA works closely with multiple stakeholders and regulatory agencies to ensure compliance and project success.



#### HUD NEPA PROJECT EXPERIENCE

SWCA has been supporting environmental services for HUD projects since 2018.

SWCA projects span North Carolina as well as Arizona, California, Florida, Georgia, Idaho, Louisiana, Oregon, Puerto Rico, New Mexico, Texas, and Utah.



**Figure 1. SWCA's Nationwide HUD NEPA Project Experience Map with Supporting Staff Statistics.**

SWCA has completed thousands of HUD environmental reviews under 24 CFR Part 58 and related authorities nationwide, spanning Environmental Assessments (EAs), Environmental Impact Statements (EISs), Broad Level Tier I and Site-Specific Tier II reviews, as well as Categorically Excluded (CEST) and exempt determinations. Our team is also proficient with HUD's HEROS system, public noticing, and the documentation required for Requests for Release of Funds and subsequent approvals. While exact counts vary by project scope, we provide approximate totals by review level (Table 1) and highlight representative projects later in this proposal with additional references available upon request.

**Table 1. SWCA Experience with Environmental Reviews in Accordance with 24 CFR Part 58**

REVIEW TYPE	NUMBER OF REVIEWS COMPLETED
Broad Level Tier I	60+
Site-Specific Tier II	8,000+
Categorically Excluded (Subject to 58.35(a))	100+
Categorically Excluded (Not Subject to 58.5)	100+
Environmental Assessments	100+

## VENDOR'S APPROACH AND QUALIFIED PERSONNEL

### TASK ORDER ASSIGNMENTS

Task orders will be assigned to our dedicated team of HUD NEPA project managers based on project requirements, expertise, and workload capacity. Upon receipt of a new task order, the program lead or designated supervisor will evaluate the scope, technical needs, and timeline. Project managers with relevant experience and availability will be considered, and assignments will be made to ensure optimal resource allocation and high-quality project delivery. All assignments will be documented and communicated clearly to ensure accountability and effective project management.

### ENVIRONMENTAL REVIEW APPROACH

Our team will assist the DCR with every aspect of the HUD NEPA environmental review process, beginning with individual project evaluation for the correct level of environmental review type, ensuring maximum cost effectiveness, compliance, and correctness within the timeline.

Once the review type has been determined, our team will complete the following tasks to ensure all environmental reviews are completed in an expeditious manner and in compliance with NEPA:

- Conduct any site visits
- Ensure project description/scope of work is accurate with the needs of the DCR to ensure the required activities and locations receive the applicable environmental clearances, thus avoiding any choice-limiting actions
- Complete the determined level of review by coordinating with all federal, state, and local agencies, as well as Tribal contacts and other interested parties identified for each project
- Prepare all required public notices, both published and/or posted
- Assemble the final ERR, including the Request Release of Funds (RROF), in order to be sent to HUD for the Authorization to Use Grant Funds (AUGF)

Our team is well-versed in the role the environmental review process plays in a project as a whole and how the mitigation requirements in a NEPA document can impact later phases of project development. Our approach to collecting all applicable information associated with each project will best ensure that federal aggregation requirements are met and any impact to or from subsequent phases of project development are reflected in the cumulative impact analysis of all EA levels of review.

### ENVIRONMENTAL REVIEW LEVEL IDENTIFICATION AND ENVIRONMENTAL REVIEW COMPLETION TIMELINE.

The correct level of review is imperative for all federally funded sources. Using the regulatory framework for HUD funds, 24 CFR Part 58, we have outlined the various levels of review, where they are most applicable, and a brief explanation of how compliance is achieved. For all funding sources, understanding how to achieve funding, as well as ensuring the ERR contributes to a successful monitoring event, has as much to do with choosing the correct level of review as it does with processing that level of review in an efficient manner. This is where SWCA's extensive experience allows projects to achieve compliance in all aspects without giving more weight to one component over another. The first step is to evaluate each project to determine the appropriate level of environmental review based on the project scope, location, and potential for environmental impacts. SWCA will provide the DCR with a timeline associated with each level of review. The levels of review are defined below:

**Exempt (24 CFR 58.34 (a))** – An Exempt level of review covers program activities that have minimal risk of causing environmental impacts, with only the environmental resource areas listed in 24 CFR 58.6 requiring assessment. This

includes Airport Hazards, Coastal Barrier Resources, and Flood Insurance. Example activities are typically administrative in nature and include engineering and/or environmental services and most preliminary testing services.

- All HUD-funded projects must include an Exempt level of review to ensure the services utilized in determining project scope, location, design, and environmental impact (including testing, as applicable) can be invoiced. While funding for Exempt levels of review is immediate, meaning an AUGF will not be issued, the RE signature and date must precede invoice submission for a service, which is why it is advisable to complete this form during program startup.
- **Categorical Exclusions (24 CFR 58.35 (a) and (b))** - For HUD-funded projects categorical exclusions (CatEx) are separated into two distinct levels of review – Categorical Exclusion Subject To 24 CFR 58.5 (CEST; 24 CFR 58.35 (a)) and Categorical Exclusion Not Subject To 24 CFR 58.5 (CENST; 24 CFR 58.35 (b)). These levels of review do not require a “finding of no significant impact” (FONSI), and compliance with applicable laws and authorities varies between a CENST and CEST.
  - **Categorical Exclusion Not Subject To 24 CFR 58.5 (CENST; 24 CFR 58.35 (b))** – A CENST level of review is very similar to Exempt levels of review in that there is minimal risk of causing environmental impacts, and an AUGF is not issued for this level of review. HUD projects utilize the same template, and the distinction is made based on the level of review determination chosen within the document.
    - CENST levels of review are often used for supplemental funding. For example, if a CEST or EA level of review was processed under 24 CFR Part 58 and within the 5-year shelf life for an AUGF, additional grant funding is received to continue with the same project, within the same location, a CENST for “supplemental funding” may be applicable.
  - **Categorical Exclusion Subject To 24 CFR 58.5 (CEST; 24 CFR 58.35 (a))** - A CEST level of review must show compliance with all environmental resource areas addressed in 24 CFR 58.5 and 58.6. Projects that are considered minor rehabilitation, where the project does not include a change in land use, may be candidates for CEST levels of review. However, an important consideration to keep in mind is that a CEST level of review has very specific thresholds for what is applicable and what is not. Not only is there a 20% footprint threshold, but a RE must consider density increases by more than 20% for housing projects or capacity increases that are more than 20% for infrastructure projects, such as drainage. Additionally, a CEST cannot include five or more “individual actions” within 2,000 feet of each other. If any of these parameters are exceeded, a CEST is not applicable.
    - If a project is a CEST level of review, a Notice of Intent Request for Release of Funds (NOI/RROF) is required to be published, followed by a public comment period prior to the RROF submission to HUD, which precedes the 15-day Federal objection period, after which the AUGF will be issued by HUD; however, if a CEST does not have any mitigation measures to apply, the project may convert to Exempt, and the funding will be available upon completion and certifying officer’s signature on the ERR.
- **Environmental Assessment (EA)** – An EA level of review is for program activities that have the potential to cause environmental harm and require evaluation for all environmental resource areas listed in 24 CFR 58.5 and 58.6, as well as other areas of compliance, such as EA factors, summary of findings, and cumulative impact analysis, to name a few. This level of evaluation is required for all projects that do not meet the conditions allowing for CEST, but which do not meet the thresholds of potential harm or controversy that equate with an EIS (24 CFR 58.37). The most common projects under HUD funding that are at an EA level of review include new construction projects and projects where the parameters of a CEST are exceeded.
  - All EAs require a FONSI to be published as well as the NOI/RROF, which is associated with specific public comment periods prior to the RROF submission to HUD. Acceptance of the RROF starts the 15-day Federal objection period, after which the AUGF will be issued by HUD, and activities associated with the project can commence.

- **Environmental Impact Statement (EIS)** – An EIS is the most complex and detailed form of environmental review. These are required for projects that have a high level of public controversy, will possibly result in significant impacts on the environment, or for projects where an EA could not achieve a FONSI. All relevant NEPA topics must be evaluated using a prescribed reporting method (40 CFR 1502.10). SWCA has completed thousands of HUD NEPA environmental reviews covering both housing and infrastructure projects and can confidently claim that HUD-funded projects that reach an EIS level of review are very rare. SWCA would work with you and your HUD regional contact to ensure the best path forward to meeting the needs associated with the project.
  - Projects with multiple agencies making decisions based on the EIS can complicate the NEPA process and documentation needs. As the RE, it is critical to proactively engage each agency at the beginning of the process to carefully explore their decision space, NEPA process requirements, and analysis requirements, which will inform their ultimate decision. Through our extensive NEPA and EIS experience, we will provide the State with the benefit of our hard-earned lessons learned.
- **Aggregation (24 CFR 58.32)** – While project aggregation is not a level of review, it is an important component of a successful environmental review, which is often overlooked and misunderstood. Successful project aggregation not only ensures compliance with 24 CFR 58.32, but it also helps to ensure the appropriate level of review is completed for the projects associated with the funding in question. Additionally, aggregation lessens the number of reviews and the overall agency consultation time while providing the public and stakeholders with all applicable information associated with federal funding. When project activities are grouped together, either due to geographic similarities or proximity, when they are functionally similar in nature, or a combination of these features, the information is reflected in the project location and in the project description for all levels of environmental review, and for EAs, it is also reflected in the cumulative impact analysis. Lastly, aggregation helps schedule projects in a way that reduces the likelihood of duplication of efforts, which can be scrutinized in a HUD monitoring event. SWCA has experience with project aggregation related to multiple HUD funding sources, joint agency environmental reviews, and single-source funding for projects that span large distances and/or contain a variety of scope and activities.

## ENVIRONMENTAL REVIEW COMPLETION

Once the level of environmental review and timeline are provided to the DCR, SWCA will implement the steps below in order to complete each level of review.

### Site Visit

Projects that require a CEST or EA level of review will require a site visit in addition to the desktop review. The site visit will be conducted early in the review process and will include site photographs of all structures within and around the property, as well as on-site and proximal off-site environmental conditions. Completing this documentation early in the review process will confirm data gathered during the desktop review and provide invaluable information that will advance the review toward completion. The purpose of the site visit will be to assess and confirm the existing resources in each project area, document site conditions through digital photographs, and determine whether extant infrastructure will present any unusual constraints during project activities. The preliminary site visit will be conducted by qualified staff to identify the environmental setting of the project and determine the need for more intensive surveys for consultation and project authorization from applicable federal, state, and local resource agencies, as applicable for each project.

### *Special Studies, Assessments, and Environmental Permits*

The SWCA team has seen that many projects located outside previously disturbed and maintained areas are likely to require special studies and assessments to evaluate the presence and potential impact on environmental and cultural resources. SWCA has the in-house capabilities to perform any type of special study needed to complete the ERR, including but not limited to wetland and waterbody delineation, threatened and endangered species habitat

assessments or species-specific surveys, and cultural resources surveys (archaeological and architectural). Please note that special studies, assessments, and environmental permitting are not included in the unit cost of each level of review but can be provided to the DCR as a change order proposal by SWCA and Consultech, specific to each project's needs, once identified.

#### ***Natural Resources***

SWCA's natural resources services are designed to identify, evaluate, and document the presence of sensitive habitats and protected species that may be impacted by project activities. Our team conducts wetland and waterbody delineations in accordance with U.S. Army Corps of Engineers and state agency protocols, utilizing field surveys, hydrologic assessments, and soil and vegetation analysis to determine jurisdictional boundaries. For threatened and endangered species, we perform habitat assessments and species-specific surveys following U.S. Fish and Wildlife Service (USFWS) and state guidelines, including presence/absence surveys, habitat mapping, and population monitoring. All findings are compiled into comprehensive reports detailing methodology, results, regulatory context, and recommendations for permitting and mitigation, ensuring compliance with federal, state, and local requirements.

#### ***Cultural Resource***

SWCA's cultural resources specialists provide comprehensive archaeological and architectural surveys to assess potential impacts to historic and cultural assets. Archaeological investigations are conducted in accordance with Section 106 of the National Historic Preservation Act (NHPA) and applicable state regulations, and may include background research, pedestrian surveys, subsurface testing, and artifact analysis. Architectural surveys evaluate historic buildings and structures for eligibility for listing on the National Register of Historic Places, documenting architectural features, historical significance, and integrity. All work is performed by qualified professionals, with deliverables including detailed survey reports, recommendations for avoidance or mitigation, and coordination with State Historic Preservation Offices (SHPO) and Tribal representatives as needed.

#### ***Phase I Environmental Site Assessment***

Consultech's Phase I Environmental Site Assessment (ESA) process identifies potential environmental concerns and recognized environmental conditions (RECs) through site inspection, historical research, and regulatory records review, in accordance with ASTM E1527 standards. The assessment includes physical site inspection, review of historical and regulatory records, interviews with stakeholders, and evaluation of adjacent properties, culminating in a comprehensive report that outlines findings and recommends further action if necessary.

#### ***Phase II ESA***

A Phase II ESA is conducted when a Phase I ESA identifies potential environmental concerns or RECs at a property. In accordance with ASTM E1903 standards, Consultech's approach includes developing a site-specific sampling and analysis plan, collecting soil, groundwater, and other relevant samples, and analyzing them in accredited laboratories to confirm and delineate contamination. Findings are evaluated against conceptual site models to assess risks and guide remediation recommendations, with results and next steps clearly documented in a comprehensive Phase II ESA report.

#### ***Lead-Based Paint (LBP)***

Consultech's approach to lead-based paint (LBP) assessment begins with a thorough review of the building's history and materials, followed by targeted surveys using non-destructive XRF technology and/or paint chip sampling. They then conduct comprehensive risk assessments, prepare abatement plans if needed, and provide oversight and air monitoring during remediation to ensure compliance with all regulations. Inspection and testing methods—including XRF analysis, paint chip and wipe sampling, and risk and clearance assessments—are tailored to the property and client needs. All work is performed by certified professionals with up-to-date knowledge of federal, state, and local requirements. The final deliverable is a comprehensive report detailing findings, risk evaluation, recommendations, regulatory compliance, and supporting documentation.

**Asbestos-Containing Material (ACM)**

Consultech will conduct asbestos-containing material (ACM) surveys in accordance with U.S. Environmental Protection Agency (USEPA) National Emission Standards for Hazardous Air Pollutants (NESHAPs), 40 CFR 61, Subpart M, utilizing destructive methods for pre-demolition inspections to ensure suspect ACMs are located and identified. The sampling strategy follows the Asbestos Hazard Emergency Response Act (AHERA) method, with a minimum of three samples per homogeneous area, conducted by an Accredited Asbestos Inspector per EPA MAP, 40 CFR 763, Subpart E, and Asbestos School Hazard Abatement Reauthorization Act (ASHARA) requirements. Oversight is provided by a Licensed Asbestos Consultant and would comply with the North Carolina requirements under 10A NCAC 41C.0600-.0611.

Suspect ACM samples are sent to National Voluntary Laboratory Accreditation Program (NVLAP) accredited laboratories, and sampling locations and material types are documented. Samples are analyzed using PLM methods per EPA Method 600/R-93/116, with Point Count Method analysis for trace – 3% asbestos content. Materials are categorized as friable or nonfriable (Category I or II) and as surfacing, thermal system insulation (TSI), or miscellaneous.

For occupied facilities with ACM, Consultech will prepare an Operations and Maintenance (O&M) Plan, guided by AHERA, including: summary of existing ACMs, notifications, monitoring of ACMs, controls for ACM disturbances, safe Work Practices, and recordkeeping.

For facilities requiring abatement, Consultech will develop a comprehensive Work Plan and master asbestos abatement specifications that address all aspects of the project. This includes a summary of work, relevant definitions, applicable codes and regulations, and qualifications for testing laboratories. The specifications will outline training and accreditation requirements, necessary pre- and post-abatement submittals, worksite conditions, personnel protection measures, approved products, procedures for work area preparation, ACM removal, waste disposal, cleanup, and field quality control to ensure a safe and compliant abatement process.

**Public Notices: Wetland, Floodplain, and Notice of Intent to Request Release of Funds/Finding of No Significant Impact**

Public notices will be required for projects located in or impacting aquatic resource areas (early and final floodplain/wetland notices), and for CEST and EA levels of review. For CEST level of review, the DCR is required to publish or post an NOI/RROF, which serves as a notification to the public of DCR's intent to request the release of federal funds for the proposed projects. For an EA level of review, the DCR must issue a combined NOI/RROF and FONSI. The SWCA team will support the DCR to identify public notice requirements, develop the public notices for the project, and provide the public notices for the DCR to publish on their website. The key consideration during this step is ensuring that the project follows the appropriate notice period, that the ERR is available for public review (typically at the DCR offices), and that public comments are submitted to the RE for review and comment. Additionally, SWCA will draft distribution lists to be used to deliver any required public notices to agencies, as required by 24 CFR Part 58.43. We will also collate and provide draft responses to comments when requested to do so by the DCR.

With a significant update in June 2024 (*Federal Register* 88:17755), wetlands, floodways, and floodplains continue to be very sensitive environmental features, and HUD has strict public notification procedures defined in 24 CFR Part 55.20. For example, no federal funds may be given for projects in a floodway (unless listed in 24 CFR Part 55.12(c)) or for critical activities if located in National Flood Insurance Program V-Zones or other designated coastal high hazard areas. After receiving DCR approval, SWCA will also concurrently initiate the 8-step public notification process. The 8-step process consists of the following:

1. Define the effects of the project relative to the wetland or floodplain.
2. Seek initial public comment from local individuals and potentially interested organizations or agencies (15-day public comment period).

3. Identify and evaluate if there are practicable alternatives to locating the project in the floodplain or wetland.
4. Categorize the potential direct and indirect impacts, both positive and negative, to the aquatic feature and the project's beneficiary.
5. Mitigate or modify the action where feasible to lessen possible negative impacts to the floodplain/wetland itself as well as lives and property.
6. From the findings that result from Steps 2–5, re-evaluate the proposed action and see if it is still in the public interest.
7. Publish a final public notice that describes the result of the analysis and the reason the project will proceed (7-day public comment period).
8. Have the RE agree that it will be responsible for implementing any mitigation measures that were identified.

#### **Environmental Review Record Submission and Request for Grant Funding**

The Draft ERR will be based on information obtained during the project kickoff meeting and initial site visit, information from the project application (if available), a literature search, any special environmental studies conducted, and an evaluation of the potential environmental effects of the alternatives retained for analysis.

In compliance with 24 CFR Part 58.38, the Draft ERRs will contain the following sections:

- HUD-prescribed checklists
- Project alternatives (including both those dismissed from consideration and those retained for analysis)
- Affected environment and environmental consequences
- Agencies consulted
- Public notice(s)
- Attachments, to include copies of any special studies reports as well as maps for each reviewed environmental topic

After completing the public notice processes, SWCA will submit the final ERRs to the DCR for review and approval, along with supporting documentation that includes all backup material that supported the environmental review, copies of public notices and proofs of publication, and the completed HUD RROF 7015.15 form. The ERRs and RROFs will be submitted to the DCR for final approval, and the RROF will be submitted to HUD to receive the AUGF. SWCA will also assist in any re-evaluations per 24 CFR Part 58.47 if project activities and/or locations change, if new environmental conditions arise, or if alternatives not originally considered are to be implemented; these changes require reassessment of the environmental review.

#### **RE-EVALUATION OF REVIEWS AS NECESSARY**

SWCA recognizes the importance of maintaining compliance with federal regulations throughout the life of the project. In accordance with 24 CFR 58.47, SWCA will conduct re-evaluations of the environmental review when there are substantial changes to the project or when new circumstances or information arise that may affect the environmental impacts or the project's compliance status. This process includes the following steps:

- Reviewing the original findings and determinations to ensure they remain valid under new conditions.
- Assessing whether the identified mitigation measures and project commitments are still appropriate and effective.
- Updating public notices and seeking additional public input if required.
- Documenting the re-evaluation process and any resulting changes in the project's environmental review record.

By adhering to these requirements, SWCA ensures that the project remains compliant with federal regulations and continues to protect public health, safety, and the environment.

## INTERNAL SYSTEMS

### QUALITY ASSURANCE

Prioritizing high-quality deliverables has always been central to SWCA culture. Our motto of “*Sound Science and Creative Solutions*” compels us to honor our scientific integrity while remaining innovative for our clients. SWCA’s Quality Program supports that vision by streamlining processes, minimizing errors, and helping our employees deliver accurate products by focusing on quality tools and continuous process improvement.

#### Objectives

The Quality Program addresses quality practices related to project and technical services and is designed to accomplish the following objectives:

- Ensure the accuracy and completeness of all technical deliverables and supporting data
- Ensure that our procedures and products are consistent across the company, increasing client confidence in our deliverables
- Produce legally sufficient and defensible project documents that provide clear information in a readable format and meet all contractual and regulatory requirements
- Provide training and development opportunities for all staff
- Provide the support and resources needed to implement, maintain, and continuously improve project and system quality

#### Report Quality Control

SWCA requires a rigorous four-tiered QC process for all written deliverables. The following is an example of one of our quality processes, specific to the QC of our written deliverables.



Figure 1. SWCA’s 4 Four Tiers to the QC Process.

When an author has drafted a resource section or specialist report, the draft proceeds to content review—the **first step** of the document QC process. The content review focuses on scientific rigor to ensure that the document satisfies required regulations and meets standards or guidelines. The review also focuses on document organization and flow, the robustness of the data and analysis, the logic of the arguments and conclusions, and the internal consistency of the discussion. Content review is conducted by an expert with knowledge of the project and the technical material that is being covered in the deliverable. Documents are not submitted for content review until they are complete, with all necessary data, analysis, and references.

The **second step**, review by the document author, focuses on incorporating changes and addressing comments from the SME during the content review. This ensures that changes are consistent with the author’s understanding of the resources and impacts and that the document is written in one voice. This also gives the author the opportunity to clarify language as necessary to optimize readability and provide the most rigorous analysis.

Focusing primarily on the overall relevance and accuracy of the document relative to the project as a whole, the **third step** in the process is project manager review. Other components of the project manager review, to be completed in conjunction with project QA/QC leader reviews, include the appropriateness of tone and clarity of communication.

Technical editing and formatting—the **fourth step**—focuses on clarity of writing, technical logic, grammar, spelling, format, adherence to project writing guidelines, and editorial consistency. SWCA's technical editors conduct this review using the appropriate style guide and collaborate with authors to make necessary changes in reviewed documents.

## REGULATORY COMPLIANCE

HIGHEST VENDOR RATING	
	SWCA was evaluated in 2024 by the Texas GLO and received their highest vendor rating: "Contractor that delivered the good or service; that is the best value for the good or service because it complied with all the specifications and evaluation criteria identified in the solicitation documents; in full compliance of all material terms of the contract; and with complete or substantial customer satisfaction."

SWCA's A-rating vendor evaluation performance reports for the 2023-2024 period are available at [txsmartbuy.gov](http://txsmartbuy.gov)

Once all pertinent information has been determined for each project scope and location(s), SWCA will conduct an environmental constraints desktop review to identify recorded resources and critical environmental issues within the project area. This will allow SWCA to identify any areas of environmental compliance that require consultations and/or additional studies. Decisions regarding if, when, and how to engage with agencies depend on a firm understanding of which regulations apply to the proposed activities associated with each HUD program. Interactions among these regulations can also alter the path to compliance. To perform this service, SWCA gathers data from a number of publicly available sources, including aerial photographs, U.S. Geological Survey (USGS) topographic quadrangle maps and National Hydrography

Dataset maps, National Resources Conservation Service (NRCS) soil survey maps and hydric soils lists, USFWS National Wetlands Inventory maps, USFWS lists of threatened and endangered species, FEMA Flood Insurance Rate Maps, other federal or state agency websites, published reports, commercial vendors, academic or professional texts, and previous project information. Table 1 provides an example of background information that would be compiled, where relevant, to support an EA-level ERR.

**Table 2. EA-Level Environmental Review Record Review and Supporting Documentation**

RESOURCE	ERR COMPLIANCE REQUIREMENT	EXAMPLE OF DATA SOURCES
Runway Clear Zones	§ 58.6 Compliance Checklist § 58.5 Statutory Checklist	Federal Aviation Administration Unmanned Aircraft Systems Facility Map USGS topographic maps Recent aerial imagery Internet searches
Coastal Barrier Improvement Act	§ 58.6 Compliance Checklist § 58.5 Statutory Checklist	USFWS Coastal Barrier Resource System Mapper
Floodplain Management and Flood Insurance	§ 58.6 Compliance Checklist § 58.5 Statutory Checklist	FEMA Flood Insurance Rate Maps FEMA Preliminary Map
Air Quality	§ 58.5 Statutory Checklist	USEPA Non-attainment/maintenance data
Coastal Zone Management	§ 58.5 Statutory Checklist	NC Division of Coastal Management
Explosive and Flammable Operations Contamination and Toxic Substances	§ 58.5 Statutory Checklist	USEPA EnviroMapper, other local sources
Endangered Species	§ 58.5 Statutory Checklist	USFWS Information for Planning and Consultation USFWS Critical Habitat Mapper

RESOURCE	ERR COMPLIANCE REQUIREMENT	EXAMPLE OF DATA SOURCES
Farmland Protection Land Development	§ 58.5 Statutory Checklist EA Checklist	Essential Fish Habitat – Data Inventory National Land Cover Database County/municipal websites NRCS Web Soil Survey
Historic Properties	§ 58.5 Statutory Checklist	North Carolina State Historic Preservation Office National Register of Historic Places database USGS topographic maps NRCS Web Soil Survey Historic aerial imagery
Noise Control and Abatement	§ 58.5 Statutory Checklist EA Checklist	USGS topographic maps Recent aerial imagery Internet searches
Sole Source Aquifers	§ 58.5 Statutory Checklist	USEPA Region 4
Wetland Protection	§ 58.5 Statutory Checklist	USFWS National Wetlands Inventory
Wild and Scenic Rivers	§ 58.5 Statutory Checklist	National Wild and Scenic Rivers System
Socioeconomics Environmental Justice (Optional)	§ 58.5 Statutory Checklist EA Checklist	U.S. Census data County/municipal websites

Most agencies also have prescribed timelines for their review of consultation letters and permit applications. Understanding those timelines and soliciting agency responses early in the ERR process is essential for timely completion. SWCA will factor in both internal and external agency review timelines to support the agency coordination process and communicate with the State when determining the project schedule. Early in the process, we will work with the DCR to identify the applicable environmental regulations and a set of alternatives for achieving compliance within those parameters. Where possible, we will present a range of options and work to help explore the potential benefits and risks of each.

In addition, HUD has a prescribed approach for engaging Native American Tribes in the ERR process. SWCA will utilize the Tribal Directory Assessment Tool to identify tribes with federal interests in the program area and assist the DCR in performing the required consultation under Section 106 of the National Historic Preservation Act.

## PROJECT OVERSIGHT

Project oversight will be conducted through a structured management approach that ensures all HUD NEPA requirements are met efficiently and in full compliance with federal, state, and local regulations. The oversight team will monitor project milestones, review environmental documentation, and provide technical guidance throughout each phase. Regular coordination meetings, progress reporting, and quality control checks will be implemented to proactively identify and resolve issues, maintain transparency, and ensure the integrity of the environmental review process. This comprehensive oversight will support timely project delivery, facilitate stakeholder engagement, and ensure all actions adhere to HUD's standards and best practices.



## STAFFING CAPACITY

### ABILITY AND CAPACITY TO PERFORM WORK

SWCA's HUD NEPA team consists of seasoned professionals with extensive experience in environmental review processes for HUD-funded projects, including compliance with NEPA and HUD Part 58 requirements. Our Southeast regional bench, anchored by our local North Carolina presence and supported by a strong network of specialists throughout the region, ensures responsive, regionally informed support for projects across the Southeast.

SWCA has established processes for quickly onboarding staff, scaling teams, and reallocating resources to meet evolving project needs. Our extensive experience coordinating with multiple firms and agencies allows us to assemble multi-disciplinary teams tailored to each task order category—whether the assignment requires immediate, short-term mobilization or ongoing, long-term support.

- For urgent assignments, we leverage our local presence in North Carolina and our national network to deploy qualified personnel within days, ensuring continuity of service and expertise.
- For long-term engagements, we maintain dedicated teams and provide ongoing training to ensure our staff remain current on State and federal requirements.

### STAFFING PLAN

SWCA currently has team members actively engaged on the Renew NC project for the State. To further strengthen our capacity and ensure comprehensive support, we have supplemented our team with additional experienced professionals, providing added depth and expertise for this effort. SWCA's Project Managers, Angel Peltola and Kelly Warner, will ensure the "right" team is developed from our list of proposed staff for this contract. In addition to a highly specialized southern regional team, we also have a deep national bench of over 1,700 scientists and experts to draw upon if needed, allowing us to rapidly mobilize resources for both short-term surge assignments and sustained long-term support.

- Angel, who serves as SWCA's Project Manager for our recently awarded North Carolina's Renew NC Housing program to support housing recovery for impacted communities, plays a key role by preparing site-specific environmental reviews in compliance with Part 58 broad review requirements. She will ensure consistency from our teams and to the State's standards.
- Kelly, a Project Manager and former field environmental officer for HUD, brings 20 years of environmental experience and specializes in managing HUD-funded projects where she provides regulatory guidance, evaluates environmental impacts, reviews, and streamlines agency coordination to ensure timely environmental clearance.

As shown in Table 2, we have identified these Project Managers, along with HUD-experienced technical experts, based on their area of expertise, for the various services related to HUD NEPA environmental reviews. We believe the combination of our Project Managers and technical experts will lead to the highest quality of work for the DCR.

*Table 3. SWCA Staffing Plan.*

NAME	ROLE	YEARS OF EXPERIENCE	% AVAILABLE
<b>SWCA</b>			
Angel Peltola	Project Manager and Primary Contact	7	40
Kelly Warner	Project Manager and Secondary Contact	20	65
Alaina Callinan	Associate Project Manager	11	50
Samantha Walker	Associate Project Manager	8	50

Hannah Danek	Associate Project Manager	5	55
Kara Giblin	Associate Project Manager	23	50
Rachel Howsmon	Natural Resources, Lead Technical Author	5	45
Madison Cross	Natural Resources, Author and Site Evaluator	6	35
Sydney Moffat	Natural Resources, Author and Site Evaluator	8	40
Hillary Skowronski	Natural Resources, Author and Site Evaluator	10	45
Holly Cope	Natural Resources, Author and Site Evaluator	3	35
Mikala Drees	Natural Resources, Author and Site Evaluator	6	40
Heath Anderson	Cultural Resources, Lead Technical Author	27	40
Laura Ellyson	Cultural Resources, Author and Site Evaluator	14	45
Joe Mikos	Cultural Resources, Author and Site Evaluator	13	35
<b>CONSULTECH</b>			
Raj Shah, PE	Program Manager	33	40
Jeffrey Gerlock, PG	Senior Project Manager	30	55
John Liebig	Project Manager	30	60

## PROPOSED STAFF ALIGNMENT

Our team of qualified technical experts includes personnel with direct experience acting as the RE and team members who previously worked at the state and acted as HUD, as outlined under 24 CFR 58.4/58.18 (Table 3). This means that the team proposed for the DCR can efficiently navigate the HUD regulatory processes, ensuring the production of quality HUD environmental documents for all levels of review for your proposed infrastructure and housing programs. Additionally, we understand the complexity of navigating environmental requirements for federally funded projects and the importance of avoiding substantial delays or negative audit findings from HUD. Our expertise and experience in the requirements the DCR faces as the RE will ensure the North Carolina community is well served through this allocation.

**Table 4. Staff Alignment with NEPA Housing and Infrastructure Experience.**

NAME AND ROLE	HUD PART 58	TIERING	CEST	EA	EIS	S106	PHASE I/II	LBP/ACM
<b>SWCA</b>								
Angel Peltola	●	●	●	●	●			
Kelly Warner	●	●	●	●				
Alaina Callinan	●	●	●	●	●			
Samantha Walker	●	●	●	●	●		●	
Hannah Danek	●	●	●	●				
Kara Giblin	●	●	●	●	●			
Rachel Howsmon	●	●	●	●				
Madison Cross	●	●	●	●				

NAME AND ROLE	HUD PART 58	TIERING	CEST	EA	EIS	S106	PHASE I/II	LBP/ACM
Sydney Moffat	●	●	●	●				
Hillary Skowronski	●	●	●	●				
Holly Cope	●	●						
Mikala Drees	●	●						
Health Anderson	●	●	●	●				
Laura Ellyson					●			
Joe Mikos						●		
Alex Green						●		
<b>CONSULTECH</b>								
Raj Shah, PE							●	●
Jeffrey Gerlock, PG							●	●
John Liebig							●	●



## RESUMES AND BIOS

# RESUMES AND BIOS

SWCA organizes its project teams to ensure the DCR receives the optimal blend of subject matter expertise, regulatory knowledge, and project execution capabilities tailored to the Hurricane Helene HUD NEPA Infrastructure Program. *Our staff have successfully supported regulatory compliance for thousands of HUD-funded NEPA environmental reviews since 2018, with a strong emphasis on infrastructure and disaster recovery projects.*

Many members of our proposed team have direct experience working with HUD Grantees at the State, County, and City levels, or serving as the RE as outlined in 24 CFR 58.18, in roles where they assumed the responsibilities and authority of HUD. This includes leading and supporting monitoring events, developing and delivering training, and ensuring environmental reviews comply with all relevant regulations, laws, and authorities.

*Our team's experience spans a diverse array of HUD funding sources—including CDBG, CDBG-DR, CDBG-MIT, HOME, and other special HUD grants.* This multifaceted background gives SWCA a unique, comprehensive understanding of HUD regulations and requirements from multiple perspectives. We bring this expertise to every assignment, ensuring that North Carolina's infrastructure projects are delivered efficiently, compliantly, and to the highest standards.

## • EMPLOYEE-OWNED, CLIENT-FOCUSED

Since 1981, SWCA has helped clients navigate the environmental compliance process and become more sustainable. As a 100% employee-owned company, all 1,700+ employees across 45 offices are invested in our collective success, driving excellence in every project we undertake.

### WHAT THAT MEANS FOR STATE OF NORTH CAROLINA?

As a 100% employee-owned firm, every SWCA team member is personally invested in the quality, reliability, and success of your projects. This structure fosters stability, accountability, and a culture of continuous improvement, ensuring you receive responsive service, innovative solutions, and a dedicated project team from start to finish.

You can expect attentive client care, proactive communication, and consistent delivery of high-quality work that meets and exceeds your expectations. By choosing SWCA, you benefit from:

- An established North Carolina presence with local staff and resources.
- Proven expertise in NEPA and HUD environmental compliance for infrastructure programs.
- Extensive experience with CDBG and disaster recovery projects.
- A strong record of client satisfaction and repeat business (97.4% satisfaction, 92.1% repeat clients in 2024).
- The capacity to deliver rapid, high-quality environmental reviews for urgent disaster recovery and infrastructure needs.

Our employee-owners are committed to “*Sound Science and Creative Solutions*” and bring innovative approaches, technical excellence, and a deep understanding of the regulatory environment to every project. With SWCA, you have a trusted partner dedicated to your program’s success from day one.

While supported by a team of experts, our proposed project management team, directed by Angel Peltola and Kelly Warner, is described in the following biographies.

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### ANGEL PELTOLA, B.S.

#### Project Manager | 7 Years of Experience



Angel Peltola is a disaster recovery and NEPA compliance specialist for SWCA's Southeast operations. Angel's technical experience includes the preparation and review of 24 Code of Federal Regulations (CFR) Part 58 compliance documents and review of federal and state agency consultation and permitting requirements. Angel has provided numerous trainings on all areas of 24 CFR 58 requirements to both private and public sector audiences. Angel is proficient in ensuring compliance on housing and infrastructure projects across all levels of environmental review and is well-versed in each step of environmental monitoring, consistently achieving outcomes aligned with HUD regulatory requirements.

**Angel's leadership on the State's Renew NC Housing program demonstrates her ability to deliver HUD-compliant disaster recovery solutions efficiently and accurately, making her an invaluable asset for CDBG-DR projects in North Carolina.**

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### KELLY WARNER, B.S.

#### Project Manager | 20 Years of Experience



With 20 years of experience in environmental science, water quality, and NEPA compliance, Kelly Warner specializes in projects funded by HUD. As a former field environmental officer for HUD, Kelly provided technical assistance, guidance, and interpretation of laws and regulations for HUD-funded projects and is highly skilled in evaluating the environmental impact of federally funded actions. Kelly has been responsible for reviewing and the certification of environmental review records for compliance with NEPA regulations, assisting with the development of Programmatic Agreements and Memoranda of Understanding with various regulatory agencies to facilitate environmental clearance, and coordinating with regulatory agencies to facilitate environmental clearance.

**Kelly's two decades of HUD and NEPA expertise, including her direct experience as a former HUD field environmental officer, make her uniquely qualified to guide and manage environmental compliance for complex disaster recovery initiatives in North Carolina**

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### ALAINA CALLINAN, M.S.

#### Associate Project Manager | 11 Years of Experience



Alaina Callinan, an environmental professional with over 11 years of experience, has been with SWCA for 3 years, ensuring environmental compliance for HUD-funded programs on behalf of several HUD Grantees and Responsible Entities nationwide. Alaina co-leads SWCA's internal HUD NEPA trainings, develops resources, and audits all internal HUD NEPA deliverables as a subject matter expert. Until February 2021, Alaina was the Assistant Director of the Office of Community Development for Orange County, New York. Projects under her direction included large public infrastructure, single-family and multifamily affordable housing, as well as many other administrative and planning efforts, including American Rescue Plan Act grants. Over the course of her career, she has personally completed hundreds of Environmental Review Records for HUD-funded programs by leading teams of environmental professionals such as the key personnel submitted in this response. Alaina maintains a partner user account in the HUD Environmental Review Online System for all of the Grantees she works with and can provide technical assistance to Responsible Entity users.

**Alaina's proven ability to lead teams through hundreds of HUD-funded environmental reviews and her expertise in developing and auditing NEPA compliance resources position her as a driving force for successful and efficient CDBG-DR project delivery in North Carolina.**

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**SAMANTHA WALKER, B.S.****Associate Project Manager | 9 Years of Experience**

Samantha Walker is a HUD CDBG-DR and NEPA focused project manager for SWCA's Gulf Coast operations. Her technical experience includes the preparation of NEPA compliance documents, preparation and review of 24 CFR Part 58 compliance documents for both housing and infrastructure projects, and USFWS Section 7 consultation. Since 2019, she has worked to support the Texas General Land Development Office's disaster recovery efforts, including single-family and multi-family housing projects for Hurricane Harvey and the 2018-2019 Floods, as well as infrastructure projects for CDBG-MIT funding. Samantha has managed the Fort Bend County, Texas 2016 Housing Assistance Program and Buyout Programs and has worked on disaster recovery programs in Florida, Georgia, and Louisiana.

**Samantha's hands-on leadership in disaster recovery for HUD CDBG-funded housing and infrastructure projects—across the Southeast and Texas—ensures expert guidance and efficient compliance for North Carolina's most complex recovery initiatives.**

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**KARA GIBLIN, M.A.S.****Associate Project Manager | 23 Years of Experience**

Kara Giblin is an environmental planner and NEPA specialist with extensive experience in wildlife biology, ecology, environmental policy, and natural resources management in North and South Carolina, as well as the western U.S. Kara's focus as a consultant is compliance with the Endangered Species Act, Migratory Bird Treaty Act, Bald and Golden Eagle Protection Act, Clean Water Act, and NEPA. Kara has been the lead writer and/or project manager for numerous biological assessments, biological evaluations, EAs, and EISs for infrastructure and energy development projects for the Federal Aviation Administration (FAA), Department of Energy, the Bureau of Land Management, Federal Energy Regulatory Commission, and Bureau of Indian Affairs. Kara has provided valuable staff support to federal agencies during the NEPA process to ensure timely preparation and maintenance of project documents.

**Kara Giblin's extensive experience navigating federal environmental regulations and managing NEPA documentation for high-profile infrastructure projects positions her as a key resource for delivering timely, compliant outcomes in North Carolina's disaster recovery programs.**

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**HANNAH DANEK, B.S.****Associate Project Manager | 5 Years of Experience**

Hannah Danek is an environmental professional with SWCA. Hannah's expertise includes preparing EAs, conducting trainings, Tier II reviews, and quality assurance/quality control. Hannah is proficient in ensuring compliance on a variety of housing and infrastructure projects for various levels of environmental review. Hannah has extensive expertise in environmental monitoring and is highly knowledgeable about the requirements needed to achieve compliance with regulatory oversight for HUD and CDBG-DR projects in Texas.

**Hannah's mastery of environmental review, monitoring, and quality assurance for HUD CDBG-DR programs guarantees rigorous, compliant project delivery and dependable support for housing and infrastructure recovery efforts.**

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**RAJ SHAH, P.E.****Program Manager | 33 Years of Experience**

Raj Shah is an environmental engineer and program manager with more than 30 years of experience in environmental science, hazardous waste management, and site remediation throughout the eastern United States. He has managed over 800 environmental projects and successfully overseen multiple federal contracts with agencies such as the USCG, USACE, U.S. Navy, USEPA, NIEHS, and USDA. Raj's project work includes environmental assessment, soil and groundwater remediation, hazardous waste management, long-term monitoring, permitting, and environmental compliance. He is a registered Professional Engineer in North and South Carolina, a licensed general contractor in North Carolina, and a LEED Accredited Professional. Raj maintains extensive training in OSHA HAZWOPER, stormwater management, and hazardous waste regulations, bringing a strong commitment to quality, safety, and regulatory compliance on every project.

**Raj Shah's deep expertise in advanced remediation technologies and federal contract management makes him a vital asset for delivering effective, compliant solutions on complex environmental projects.**

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**JEFFREY GERLOCK, P.G.****Sr. Project Manager | 30 Years of Experience**

Jeffrey Gerlock is a geologist and senior project manager with over 30 years of experience across the southeastern United States. He has led major soil remediation projects at radionuclide-contaminated sites and managed advanced soil and groundwater remediation technologies, including soil vapor extraction, air sparging, dual-phase extraction, chemical oxidation, and monitored natural attenuation for Light Non-Aqueous Phase Liquid and Dense Non-Aqueous Phase Liquid sites. His expertise includes asbestos and lead paint surveys, risk assessments, industrial hygiene, mold sampling, compliance audits, and oil spill prevention planning. Jeffrey is a licensed well driller, lead inspector, asbestos inspector, and management planner in North Carolina, and maintains 40-hour OSHA HAZWOPER training.

**Jeffrey Gerlock's extensive expertise, combined with his advanced certifications in environmental compliance and hazardous materials management, makes him an invaluable leader for delivering safe, effective solutions on challenging contamination projects.**

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**JOHN LIEBIG****Sr. Project Manager | 30 Years of Experience**

John Liebig is a project manager with 30 years of experience in site investigation and remediation at Comprehensive Environmental Response, Compensation, and Liability Act, Resource Conservation and Recovery Act, underground storage tank, and commercial hazardous-waste sites across the U.S. He has served as Project and Quality Manager for multiple high-profile projects for the Naval Facilities Engineering Command at Marine Corps Installation Camp Lejeune, Marine Corps Air Station Cherry Point, and Marine Corps Outlying Landing Field Atlantic in North Carolina. John has also managed legacy site projects for the U.S. Department of Agriculture in Missouri, Michigan, and Florida. He maintains 40-hour OSHA HAZWOPER and OSHA Supervisor training, ensuring safety and quality on every project.

**John Liebig's extensive experience managing complex federal and commercial hazardous waste investigations and remediations makes him a critical resource for delivering high-quality, compliant solutions to environmental projects.**

Resumes with detailed qualifications of all key personnel, citing their relevant experience and specific responsibilities, are provided in the following pages.

## ANGEL PELTOLA, B.S., PROJECT MANAGER

Angel Peltola is a disaster recovery and National Environmental Policy Act (NEPA) compliance specialist for SWCA's Southeast operations. Angel's technical experience includes the preparation and review of 24 Code of Federal Regulations (CFR) Part 58 compliance documents and review of federal and state agency consultation and permitting requirements. Angel has provided numerous trainings on all areas of 24 CFR 58 requirements to both private and public sector audiences. Angel is well-versed in each step of environmental monitoring and understands the requirements needed to achieve outcomes in alignment with regulatory oversight mandated by the U.S. Department of Housing and Urban Development (HUD).

YEARS OF EXPERIENCE
7
EXPERTISE
National Environmental Policy Act (NEPA) compliance and documentation
State and county regulatory compliance
Disaster recovery and resilience
EDUCATION
B.S., Biology, e: Chemistry; Texas State University; 2017
TRAINING
Environmental policy review training; HUD/Shipley; 2019–2023
FRMS training; HUD; 2024
Wetland Management and Permitting; HUD/Shipley; 2019–2022

### SELECTED PROJECT EXPERIENCE

**Renew NC Housing - Hurricane Helene Recovery; Horne LLP; Multiple Counties, North Carolina.** SWCA supported the State of North Carolina's Renew NC Housing program following Hurricane Helene by facilitating the environmental compliance process for housing recovery projects. Prepared site-specific environmental reviews, synthesized damage assessment documentation, and conducted thorough agency consultations in strict adherence to Part 58 requirements. Coordinated with regulatory agencies to ensure projects met federal, state, and local standards, expediting the delivery of critical housing assistance. Prioritized open communication and collaboration with stakeholders, helping advance resilient recovery efforts for impacted communities. *Role: Project Manager. Provided comprehensive project support, including client coordination and contributing to the development and implementation of project strategies.*

**Escambia County Neighborhood Enterprise Division, HUD Environmental Review Services; Escambia County, Florida.** SWCA completed work for the Escambia County, Florida (County) Neighborhood Enterprise Division (NED), which used funds from HUD programs to assist eligible homeowners with repairs or new housing when repairs were not feasible. The programs required Environmental Reviews that met NEPA and 24 CFR Part 58 regulations. SWCA provided professional HUD Environmental Review services to facilitate the County's Housing Rehabilitation/Repair, Replacement, and New Home Construction programs. These reviews included projects categorized as either a Categorically Excluded Subject To Part 58.5 (CEST) or an Environmental Assessment (EA). *Role: Assistant Project Manager and HUD NEPA Regulatory Compliance SME. Provided ongoing project support, including stakeholder coordination, for the preparation of Environmental Reviews; ensured compliance with federal regulatory requirements; and reviewed applicable consultations and public notices while providing relevant determinations and guidance.*

**Community Development Block Grant Disaster Recovery (CDBG-DR) Programs; Puerto Rico Department of Housing (PRDOH); Puerto Rico.** SWCA was retained by PRDOH to provide CEST, EA, and Tier II environmental support for Hurricanes Irma and Maria R3 and other single-family residential recovery programs, as well as to prepare project-specific EA-level compliance documents for the ReGrow economic development program. *Role: Assistant Project Manager. Managed environmental reviews of single-family residential program documents to ensure compliance with federal regulatory requirements. Oversaw project timeline review, various record keeping requirements, and workflow processes to meet deliverables. Submitted all applicable documents into the client system of record.*

## KELLY WARNER, B.S., PROJECT MANAGER

With 20 years of experience in environmental science, water quality, and National Environmental Policy Act (NEPA) compliance, Kelly Warner specializes in projects funded by the U.S. Department of Housing and Urban Development (HUD). As a former field environmental officer for HUD, Kelly provided technical assistance, guidance, and interpretation of laws and regulations for HUD-funded projects and is highly skilled in evaluating the environmental impact of federally funded actions. Kelly has been responsible for reviewing and certifying environmental review records for compliance with NEPA regulations, assisting with the development of Programmatic Agreements and Memoranda of Understanding with various regulatory agencies to facilitate environmental clearance, and coordinating with regulatory agencies to facilitate environmental clearance.

### YEARS OF EXPERIENCE

20

### EXPERTISE

National Environmental Policy Act (NEPA) compliance and documentation

HUD NEPA Compliance for Federal Disaster Recovery Grant Programs

Local government CDBG-DR grants

U.S. Army Corps of Engineers 404/10 Waters of the United States and Permitting

Training Provider

Project Management

### EDUCATION

B.S., Biology, m: Chemistry; Texas State University, San Marcos; 2005

### SELECTED PROJECT EXPERIENCE (\*denotes project experience prior to SWCA)

**Broadband Infrastructure Environmental Services; Gary R. Traylor & Associates, Inc.; Multiple Counties, Texas.** SWCA provided NEPA support for a fiber optic infrastructure project spanning Jasper, Newton, Polk, San Jacinto, and Tyler Counties. Conducted environmental reviews and assessments to ensure project compliance with federal, state, and local regulations. Coordinated with stakeholders and regulatory agencies to address environmental considerations, facilitated documentation, and supported efficient project delivery while minimizing environmental impacts. *Role: Principal Project Manager.*

**Yolo County Housing Environmental Site Review; Yolo County Housing Authority; Yolo County, California.** SWCA provided professional consultant services for federal environmental site reviews related to HUD-funded projects. The primary focus was on conducting thorough evaluations to assess the environmental impact of these projects. Potential environmental effects were assessed to prepare all necessary documentation, ensuring compliance with federal regulations. *Role: Principal/Project Manager. Prepared Environmental Assessment (EA) documentation.*

**\*Various HUD Projects; U.S. Department of Housing and Urban Development; Multiple Counties, Texas, New Mexico, Louisiana, and disaster recovery projects in Region VI.** This project supported housing, community development, and federal assistance projects under NEPA and associated federal regulations. Provided essential training and technical assistance related to federal agency NEPA regulations, facilitating the preparation of crucial environmental documentation. Responsibilities extend to executing HUD's duties under NEPA, the National Preservation Act of 1966, and the environmental sections of the Housing and Community Development Act of 1974. *Role: Field Environmental Officer. Managed and developed environmental compliance reviews, including categorical exclusions, EAs, and environmental impact statements.*

**\*Various HUD Disaster Recovery NEPA Projects; AECOM, Texas General Land Office; Austin, Texas.** AECOM provided program management services for the disaster recovery program in the H-GAC West and Southeast Texas Regions. *Role: Environmental Review Manager. Served as Environmental Review Manager for the HUD-funded Disaster Recovery Program through the Texas General Land Office. Performed and managed the development of environmental compliance reviews such as categorical exclusions, EAs, and environmental impact statements for housing, community development, and federal disaster assistance projects under NEPA and associated federal implementing regulations. Provided training and technical assistance related to NEPA implementing regulations. Prepared Part 58 compliant environmental reviews. Prepared, reviewed, and approved Part 58 NEPA documents to support the Housing Program.*

## ALAINA CALLINAN, M.S., ASSOCIATE PROJECT MANAGER

Alaina Callinan is an environmental professional with over 11 years of experience, ensuring environmental compliance for U.S. Department of Housing and Urban Development (HUD)-funded programs on behalf of several HUD Grantees and Responsible Entities nationwide. Alaina co-leads SWCA's internal HUD National Environmental Policy Act (NEPA) trainings, develops resources, and audits all internal HUD NEPA deliverables as a subject matter expert. Until February 2021, Alaina was the Assistant Director of the Office of Community Development for Orange County, New York. Projects under her direction included large public infrastructure, single-family and multifamily affordable housing, as well as many other administrative and planning efforts, including American Rescue Plan Act grants. Over the course of her career, she has personally completed hundreds of Environmental Review Records (ERRs) for HUD-funded programs by leading teams of environmental professionals, including the key personnel submitted in this response. Alaina maintains a partner user account in the HUD Environmental Review Online System (HEROS) for all of the Grantees she works with and can provide technical assistance to Responsible Entity users.

YEARS OF EXPERIENCE
11
EXPERTISE
National Environmental Policy Act (NEPA) compliance and documentation
Public involvement and stakeholder engagement
Clean Water Act compliance
Endangered Species Act Section 7 compliance
National Historic Preservation Act Section 106 compliance
Environmental assessments
EDUCATION
M.S., Environmental Science and Policy; Johns Hopkins University; 2019
B.S., Geology; State University of New York, New Paltz; 2014

### SELECTED PROJECT EXPERIENCE

**Renew NC Housing - Hurricane Helene Recovery; Horne LLP; Multiple Counties, North Carolina.** SWCA supported the State of North Carolina's Renew NC Housing program following Hurricane Helene by facilitating the environmental compliance process for housing recovery projects. Prepared site-specific environmental reviews, synthesized damage assessment documentation, and conducted thorough agency consultations in strict adherence to 24 Code of Federal Regulations (CFR) Part 58 requirements. Coordinated with regulatory agencies to ensure projects met federal, state, and local standards, expediting the delivery of critical housing assistance. Prioritized open communication and collaboration with stakeholders, helping advance resilient recovery efforts for impacted communities. *Role: Senior Compliance Manager. Assisted with data entry, client coordination, and program management.*

**Community Development Block Grant Disaster Recovery (CDBG-DR) Programs; Puerto Rico Department of Housing (PRDOH); Puerto Rico.** SWCA was retained by PRDOH to provide Categorically Excluded Subject To Part 58.5 (CEST), an Environmental Assessment (EA), and Tier II environmental support for Hurricanes Irma and Maria R3 and other single-family residential recovery programs, as well as to prepare project-specific environmental assessment-level compliance documents for the ReGrow economic development program. *Role: Deputy Program Manager. Developed procedures to ensure all projects were compliant with 24 CFR Parts 51 & 58 et seq. Responsibilities included completing Tier II/Site Specific Checklists, environmental assessments, and categorically excluded reviews.*

**Beaches Habitat for Humanity EA; Beaches Habitat for Humanity; Duval County, Florida.** SWCA was retained by Beaches Habitat for Humanity to provide HUD NEPA compliance under 24 CFR 58 for their HUD-funded affordable housing project. The project involved new construction and was reviewed as an EA. *Role: Subject Matter Expert. Reviewed EA, 5-Step Guidance, and Section 106/No effect letter to SHPO. Prepared tribal consultation letters. Coordinated with both the client and HUD Responsible Entity to ensure seamless coordination and receipt of the Authority to Use Grant Funds after assisting the client in entering the project through HEROS and submitting the Request for Release of Funds.*

**CDBG-DR Funded Environmental Review Services; County of Butte; Butte County, California.** SWCA was responsible for coordinating the completion of HUD NEPA compliance under 24 CFR 58 for projects funded by CDBG-DR Grants. *Role: Subject Matter Expert. Developed procedures for program completion and to ensure all projects are compliant with 24 CFR 51 and 58 et seq. Alaina and her team are responsible for the completion of environmental assessment and categorical exclusion reviews.*

## SAMANTHA WALKER, B.S., ASSOCIATE PROJECT MANAGER

Samantha Walker is a U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Disaster Recovery (CDBG-DR) and National Environmental Policy Act (NEPA) focused project manager for SWCA's Southeast operations. Her technical experience includes the preparation of NEPA compliance documents, preparation and review of 24 Code of Federal Regulations (CFR) Part 58 compliance documents for both housing and infrastructure projects, and U.S. Fish and Wildlife Service (USFWS) Section 7 consultation. Since 2019, she has worked to support the Texas General Land Development Office's (GLO) disaster recovery efforts, including single-family and multi-family housing projects for Hurricane Harvey and the 2018-2019 Floods, as well as infrastructure projects for Community Development Block Grant Mitigation (CDBG-MIT) funding.

YEARS OF EXPERIENCE
9
EXPERTISE
National Environmental Policy Act (NEPA) compliance and documentation
Community Development Block Grant Disaster Recovery Disaster Recovery (CDBG-DR)
Community Development Block Grant Mitigation (CDBG-MIT)
Environmental Assessments
Disaster recovery and resilience
EDUCATION
B.S., Natural Resources – Ecosystem Assessment; North Carolina State University; 2015
B.S., Plant Biology; North Carolina State University; 2015

### SELECTED PROJECT EXPERIENCE

**HUD Environmental Review Services; Escambia County Neighborhood Enterprise Division; Escambia County, Florida.** SWCA has been contracted by Escambia County, Florida (County), Neighborhood Enterprise Division, to complete Environmental Reviews that meet NEPA and 24 CFR Part 58 regulations. SWCA is providing professional HUD Environmental Review services to facilitate the County's Housing Rehabilitation/Repair, Home Demolition, and multifamily housing projects. These reviews included projects categorized as either a Categorically Excluded Subject To Part 58.5 or an Environmental Assessment (EA), as well as reviews that fall under the tiering process. *Role: Project Manager. Provides ongoing project support, including stakeholder coordination, for preparation of environmental reviews; ensures compliance with federal regulatory requirements; and reviews applicable consultations and public notices while providing relevant determinations and guidance.*

**Environmental Consulting Services On-Call; Volusia County; Volusia County, Florida.** SWCA is currently delivering environmental consulting services to Volusia County, preparing EAs for both housing and infrastructure projects. This includes completion of site visits and evaluations and review, research, and documentation of findings for all applicable laws and authorities related to the project. This includes environmental agency consultation (USFWS, Florida Fish and Wildlife Conservation Commission, State Historic Preservation Office), completing Part 55 compliance for the Federal Flood Risk Management Standard and wetlands, and potentially Phases I through III environmental site assessments. *Role: Project Manager. Quality assurance/quality control (QA/QC) environmental reviews while ensuring all environmental documents are in compliance with federal regulatory requirements.*

**Self-Help Homeownership Opportunity Program Funding HUD Environmental Assessments; Pensacola Habitat for Humanity; Escambia County, Florida.** SWCA has been contracted by Pensacola Habitat for Humanity to provide HUD-compliant EAs for two proposed multi-family housing subdivisions in Pensacola, Florida, as well as Tier I Broad Reviews and associated Tier II Site-Specific Reviews for Escambia and Santa Rosa Counties. *Role: Project Manager. Samantha provides ongoing project support for the preparation of EAs, including stakeholder coordination and agency consultation.*

**Bay County Hurricane Michael Rebuild Florida; Bay County; Bay County, Florida.** SWCA was contracted by Bay County to provide environmental services for the Hurricane Michael Voluntary Home Buyout Program, the Redwood Avenue Drainage Improvements Project in Panama City, and the Fountain Community Complex Project as required under NEPA and HUD regulations cited under 24 CFR 58. *Role: Project Manager. Samantha provided support in the completion of the Tier I Broad Review and Tier II site-specific reviews for the buyout program and EAs for the Redwood Avenue Drainage Improvements Project and Fountain Community Complex Project, including stakeholder coordination and agency consultation.*

## KARA GIBLIN, M.A.S., ASSOCIATE PROJECT MANAGER

Kara Giblin is an environmental planner and National Environmental Policy Act (NEPA) specialist with extensive experience in wildlife biology, ecology, environmental policy, and natural resources management in North and South Carolina, as well as the western U.S. Kara's focus as a consultant is compliance with the Endangered Species Act, Migratory Bird Treaty Act, Bald and Golden Eagle Protection Act, Clean Water Act (CWA), and National Environmental Policy Act (NEPA). Kara has been the lead writer and/or project manager for numerous biological assessments (BAs), biological evaluations, environmental assessments (EAs), and environmental impact statements (EISs) for infrastructure and energy development projects for the Federal Aviation Administration (FAA), Department of Energy (DOE), the Bureau of Land Management (BLM), Federal Energy Regulatory Commission, and Bureau of Indian Affairs. Kara has provided valuable staff support to federal agencies during the NEPA process to ensure the timely preparation and maintenance of project documents.

### YEARS OF EXPERIENCE

23

### EXPERTISE

National Environmental Policy Act (NEPA) compliance and documentation  
Public scoping, administrative records  
Data collection, database management  
Biological impact assessment  
Wildlife/sensitive species surveys and habitat conservation  
Living shorelines restoration

### EDUCATION

M.A.S., Environmental Policy and Management, e: Natural Resources Management; University of Denver, Colorado; 2007  
B.S., Biology, e: Environmental Studies; Ohio University, Athens; 1998

### TRAINING

Carolina Climate Resilience Conference, CISA/RISA, 2021  
Coastal Resiliency, Coastal Zone Foundation, 2020  
Advanced Topics in NEPA: Project Management, SWCA Environmental Consultants; 2009  
Interagency Consultation, ESA Section 7, USFWS; 2005

### SELECTED PROJECT EXPERIENCE

**Renew NC Housing - Hurricane Helene Recovery; Horne LLP; Multiple Counties, North Carolina.** SWCA supported the State of North Carolina's Renew NC Housing program following Hurricane Helene by facilitating the environmental compliance process for housing recovery projects. Prepared site-specific environmental reviews, synthesized damage assessment documentation, and conducted thorough agency consultations in strict adherence to 24 Code of Federal Regulations (CFR) Part 58 requirements. Coordinated with regulatory agencies to ensure projects met federal, state, and local standards, expediting the delivery of critical housing assistance. Prioritized open communication and collaboration with stakeholders, helping advance resilient recovery efforts for impacted communities. *Role: Project Environmental Planner. Prepared site-specific environmental reviews for multiple single-family homes receiving program funding.*

**N.C. Resilient Coastal Communities Program Phases 1 and 2 Risk Assessment and Project Prioritization; North Carolina Division of Coastal Management; Multiple Counties, North Carolina.** SWCA provided coastal resiliency planning technical assistance to counties and municipalities in coastal North Carolina. SWCA assisted six counties and municipalities over two cohorts. In cooperation with community action teams in each community, SWCA conducted community engagement, risk and vulnerability assessments, and planning, project identification, and prioritization. SWCA also facilitated public involvement throughout the planning process through meetings and an online flood survey. The final product of this process was a resilience strategy for each community that included a risk and vulnerability assessment report and a prioritized resilience project portfolio. *Role: Environmental Specialist. Researched existing resiliency plans and actions. Prepared the Resilience Strategy for each community. Coordinated public engagement meetings.*

**Housing Catalyst HUD Section 18 Environmental Review; Housing Catalyst; Larimer County, Colorado.** SWCA, retained by the Fort Collins Housing Authority, provided environmental review services for a project using HUD funding to renovate and/or demolish 12 duplexes and historic-age single-family houses. SWCA prepared EA and Phase I Environmental Site Assessment documents for each parcel. In addition, SWCA assisted with preparing and publishing the public notices for these projects and preparing responses to public comments. *Role: Environmental Planner. Prepared EA to analyze impacts of an affordable housing redevelopment.*

## HANNAH DANEK, B.S., ASSOCIATE PROJECT MANAGER

Hannah Danek is an environmental professional with SWCA. Hannah's expertise includes preparing environmental assessments (EAs), conducting trainings, Tier II reviews, and quality assurance/quality control (QA/QC). Hannah is proficient in ensuring compliance on a variety of housing and infrastructure projects for various levels of environmental review. Hannah has extensive expertise in environmental monitoring and is highly knowledgeable about the requirements needed to achieve compliance with regulatory oversight for U.S. Department of Housing and Urban Development (HUD) and Community Development Block Grant Disaster Recovery (CDBG-DR) projects in Texas.

YEARS OF EXPERIENCE
5
EXPERTISE
National Environmental Policy Act (NEPA) compliance and documentation
Construction monitoring for Texas General Land Office programs
Karst surveys
Disaster recovery and resilience
Analyzing maps
Database management
EDUCATION
B.S., Geography-Resource and Environmental Studies, m: Business; Texas State University, San Marcos, Texas; 2019

### SELECTED PROJECT EXPERIENCE

**Community Development Block Grant Disaster Recovery (CDBG-DR) Programs; Puerto Rico Department of Housing (PRDOH); Puerto Rico.** SWCA was retained by PRDOH to provide Categorically Excluded Subject To Part 58.5 (CEST), EA, and Tier II environmental support for Hurricanes Irma and Maria R3 and other single-family residential recovery programs, as well as to prepare project-specific environmental assessment-level compliance documents for the ReGrow economic development program. *Role: Assistant Project Manager and Environmental Specialist. Prepared EAs for the PRDOH's ReGrow program; compiled Tier II reviews for the PRDOH CEWRI program; completed QA/QC checks of Tier II preparers' work to ensure deliverables are ready for submission; corresponded with third-party companies and state agency personnel; gathered and compiled information for EAs.*

**CDBG-DR General Environmental Services; Texas General Land Development (GLO); Multiple Counties, Texas.** SWCA served as the primary environmental services provider to the Texas GLO for CDBG-DR programs related to Hurricane Harvey and flooding recovery in 54 Texas counties. SWCA performed NEPA-compliant EAs and CEST studies on infrastructure and housing projects eligible for CDBG-DR funding. SWCA also provided environmental program design, oversight, and QA reviews for single-family residential recovery projects. *Role: Environmental Specialist. Completed Tier II QA/QC reviews; assisted with training employees to complete Tier II reviews; responsible for preserving applicants' confidential information; maintained multiple tasks effectively on tight schedules; efficiently corresponded with third-party companies and state agency personnel.*

**Homeowner Assistance and Reimbursement Programs CDBG-DR-Funded Projects; Texas GLO; Multiple Counties, Texas.** SWCA gathered, assessed, and assembled data and documents from diverse sources to guarantee the precision of project evaluations for storm-damaged homes in various counties throughout Texas for the 2017 Homeowner Assistance and Reimbursement Programs, and the 2019 Homeowner Assistance and Reimbursement Programs. *Role: Environmental Specialist. Preserved applicants' confidential information, maintained multiple tasks effectively on tight schedules, and efficiently corresponded with third-party companies and state agency personnel.*

**Hazard Abatement Program Construction Monitoring; Texas GLO; Multiple Counties, Texas.** SWCA monitored environmental consulting firms and building contractors during Hurricane Harvey rebuilds on behalf of the Texas GLO. *Role: Environmental Specialist. Compiled construction documents (e.g., elevation certificates, dump tickets, and lead-based paint reports to ensure requirements were followed as prescribed by their reviews).*



## Key Personnel Resume (Program Manager)

<b>Name of Individual:</b>	Raj Shah, PE
<b>Number of years of experience in the identified key personnel role:</b>	33
<b>Number of years with current firm:</b>	15
<b>Education:</b> Degree(s) (circle one): PhD Masters Bachelors No degree Other:	Masters
<b>Name of Institution Degree(s) was/were received from:</b>	MS   University of Louisiana MS   University of Arkansas
<b>Degree(s) Discipline:</b>	MS   Microbiology, MS   Chemical Engineering
<b>Year(s) degree(s) was/were received:</b>	MS   Microbiology   1978
<b>Certifications/Registrations and dates received:</b>	Registered Professional Engineer NC, SC   Received 1992
<b>Accreditations, Achievements, Special Recognition, and Honors:</b>	<ul style="list-style-type: none"><li>Over 30 years of technical and contract management experience in environmental science and engineering. He has been involved in over 800 environmental projects ranging from hazardous waste management to environmental investigations and site remediation. He has successfully managed over 25 simultaneously active projects, where all project deadlines were met with quality results and projects were completed within budget.</li><li>As a Program/Project Manager, he has successfully managed a number of federal contracts with multiple Task Orders for various federal agencies including, USCG USACE, U.S. Navy, USEPA, NIEHS and USDA. Work scope includes environmental assessment, soil &amp; groundwater remediation of petroleum/solvents/uxo contaminated sites, hazardous waste management, Operation and Management (O&amp;M), Long Term Monitoring (LTM), permitting (NPDES, land farming, etc.), construction management, storm water management (BMPs), erosion and sediment control, risk assessment and environmental compliance.</li><li><b>Professional Registrations, Certifications, and Training:</b> Registered Professional Engineer: NC, SC, Licensed General Contractor: NC; Leadership in Energy and Environmental Design (LEED) Accredited Professional (AP) Building Design and Construction (BD+C); Occupational Safety and Health Administration (OSHA) 40-hour HAZWOPER training and annual 8-hour refresher courses, Department of Transportation (D.O.T.) 126 Training, Storm Water Permits and Pollution Prevention Plans, PC applications I Groundwater Pollution &amp; Hydrology, Aeration Technologies for Soil &amp; Groundwater Remediation, Erosion &amp; Sediment Control Planning, Spill Prevention, Control and Countermeasure Plan (SPCC), Hazardous Waste Management Interstate Technology &amp; Regulatory Council (ITRC) Petroleum Vapor Intrusion Training Course.</li></ul>



## Key Personnel Resume (Senior Project Manager)

<b>Name of Individual:</b>	Jeffrey Gerlock, PG
<b>Number of years of experience in the identified key personnel role:</b>	30
<b>Number of years with current firm:</b>	2
<b>Education:</b> Degree(s) (circle one): PhD Masters Bachelors No degree Other:	Masters
<b>Name of Institution Degree(s) was/were received from:</b>	BS   University of Alabama MS   Memphis State University
<b>Degree(s) Discipline:</b>	BS   Geology MS   Geology
<b>Year(s) degree(s) was/were received:</b>	BS   Geology   1982 MS   Geology   1985
<b>Certifications/Registrations and dates received:</b>	Registered Professional Geologist NC, SC, GA, TN, VA   Received 1990
<b>Accreditations, Achievements, Special Recognition, and Honors:</b>	<ul style="list-style-type: none"><li>Over 30 years of technical and project management experience in geology and environmental consulting</li><li>Conducted major soil remediation projects at radionuclide contaminated soil sites and has designed and managed the implementation of soil and groundwater remediation technologies including SVE, air sparge, dual-phase extraction, oxygen diffusion, chemical oxidation, and monitored natural attenuation (MNA) to remediate sites contaminated with LNAPL and DNAPL constituents.</li><li>Asbestos surveys, lead paint surveys and risk assessments, industrial hygiene / indoor air studies, mold sampling, environmental compliance audits, and oil SPCC plans.</li><li>Training: 40-hr OSHA HAZWOPER, 8-hr Refresher; Licensed Well Driller NC, Licensed lead inspector NC, NCDEQ IHSB Registered Environmental Consultant, Registered Site Manager, Licensed asbestos inspector and management planner</li></ul>



### Key Personnel Resume (Project Manager)

<b>Name of Individual:</b>	John Liebig
<b>Number of years of experience in the identified key personnel role:</b>	30
<b>Number of years with current firm:</b>	10
<b>Education:</b> Degree(s) (circle one): PhD Masters Bachelors No degree Other:	Bachelors
<b>Name of Institution Degree(s) was/were received from:</b>	Clarion University of Pennsylvania
<b>Degree(s) Discipline:</b>	BS   Geology
<b>Year(s) degree(s) was/were received:</b>	BS   Geology   1995
<b>Accreditations, Achievements, Special Recognition, and Honors:</b>	<ul style="list-style-type: none"><li>• Thirty (30) years of experience in site investigation/remediation at CERCLA, RCRA, UST and commercial hazardous-waste sites.</li><li>• Project/Quality Manager for multiple projects/sites for Naval Facilities Engineering Command (NAVFAC) at Marine Corps Installation Camp Lejeune, Marine Corps Air Station Cherry Point, and Marine Corps Outlying Landing Field Atlantic in North Carolina.</li><li>• Project/Quality Manager for various projects for the United States Department of Agriculture (USDA) for legacy sites located in Missouri, Michigan, and Florida.</li><li>• Training: 40-hr OSHA HAZWOPER, 8-hr Refresher; 8-hr OSHA Supervisor Training</li></ul>

## RACHEL HOWSMON, B.S., NATURAL RESOURCES, LEAD TECHNICAL AUTHOR

Rachel Howsmon is an environmental specialist with SWCA. Rachel is skilled in disaster recovery, conducting hazardous material inspections, performing quality assurance for Community Development Block Grant (CDBG) programs, and serving as the point of contact and managing logistics for homeowner assistance and the Federal Emergency Management Agency (FEMA) reimbursement programs. Rachel started at SWCA as a technical writer, assisting with National Environmental Policy Act (NEPA) compliance, and is currently responsible for preparing Environmental Assessments (EAs) compliant with 24 Code of Federal Regulations Part 58 for projects throughout Florida and Puerto Rico.

### YEARS OF EXPERIENCE

5

### EXPERTISE

National Environmental Policy Act (NEPA) compliance and documentation

Environmental Planning and Resource Management

Community Development Block Grant Program (CDBG)

Disaster Recovery

Quality Control Inspections

Environmental Science

### EDUCATION

B.S., Environmental Science; Florida State University, Tallahassee, Florida; 2017

B.S., Sociology; Florida State University, Tallahassee, Florida; 2017

### SELECTED PROJECT EXPERIENCE

#### **Renew NC Housing - Hurricane Helene Recovery; Horne LLP; Multiple Counties, North Carolina.**

SWCA supported the State of North Carolina's Renew NC Housing program following Hurricane Helene by facilitating the environmental compliance process for housing recovery projects. Prepared site-specific environmental reviews, synthesized damage assessment documentation, and conducted thorough agency consultations in strict adherence to Part 58 requirements. Coordinated with regulatory agencies to ensure projects met federal, state, and local standards, expediting the delivery of critical housing assistance. Prioritized open communication and collaboration with stakeholders, helping advance resilient recovery efforts for impacted communities. *Role: Environmental Scientist. Prepared Environmental Review Records.*

#### **Fountain Community Complex Environmental Assessment; CDR Maguire Incorporated; Bay County, Florida.**

SWCA replaced facilities with severe damage from Hurricane Michael for the proposed Bay County construction of the Fountain Community Complex. SWCA conducted the following tasks to support project funding and implementation: EA, Wetland and Waterbody Delineation, a possible Phase I Environmental Site Assessment, and an archaeological field study. *Role: Environmental Scientist. Prepared EA report.*

#### **Community Development Block Grant Disaster Recovery (CDBG-DR) Programs; Puerto Rico Department of Housing (PRDOH); Puerto Rico.**

SWCA was retained by PRDOH to provide Categorically Excluded Subject To Part 58.5 (CEST), EA, and Tier II environmental support for Hurricanes Irma and Maria R3 and other single-family residential recovery programs, as well as to prepare project-specific environmental assessment-level compliance documents for the ReGrow economic development program. *Role: Environmental Scientist. Conducted Tier II EA.*

**Volusia County CDBG-DR Environmental Consulting Services; Volusia County; Volusia County, Florida.** SWCA completed environmental consulting services for a comprehensive county-wide assessment project, including Tier 1 and site-specific reviews, Environmental Review Records (ERR), site evaluations, and obtaining inspection and test reports. Conducted rigorous research, documentation, and consultations with environmental agencies, preparing Phase I, II, and III EAs, mitigation plans, and contamination assessment reports. *Role: Project Manager. Conducted EA review and report edits.*

**Environmental Consulting/CDBG Services; Fort Bend County; Fort Bend County, Texas.** SWCA was contracted to serve as the environmental services provider to Fort Bend County to support multiple CDBG-DR Housing Assistance and Buyout programs, HOME, and Entitlement programs to support various NEPA programs. *Role: Environmental Scientist. Assisted with EAs.*

# MADISON CROSS, B.S., NATURAL RESOURCES, AUTHOR AND SITE EVALUATOR

## YEARS OF EXPERIENCE

6

## EXPERTISE

National Environmental Policy Act (NEPA) Compliance  
Construction Compliance  
Environmental Impact Report (EIR)  
Critical Issues Analysis (CIA)  
Endangered Species Act (ESA) compliance  
Wetland Delineation and Mitigation

## EDUCATION

B.S. magna cum laude, Environmental Science/Environmental Management; University of West Florida, Pensacola; 2018

## CERTIFICATIONS

Sediment control/ stormwater management certifications: South Carolina (CEPSCI), Alabama (QCI), Georgia (Level 1A), Florida (FSESCI)

Tennessee Qualified Hydrologic Professional- IT

## TRAINING

FERC Environmental Training Seminar

38-Hour U.S. Army Corps of Engineers and 62-340 FAC Wetland Delineation Training; 2021

## AWARDS / HONORS

Alfred Grand Wallace Grants for Outstanding Field Ecologist

## MEMBERSHIPS

National Association of Environmental Professionals- Northwest Florida Chapter

Madison Cross is a Biologist in SWCA's Southeast region, specializing in environmental compliance and permitting for a diverse range of projects. Madison has supported projects for the U.S. Department of Housing and Urban Development (HUD) under the National Environmental Policy Act (NEPA), ensuring adherence to federal environmental review standards. With extensive experience conducting natural resource field surveys, permitting, and Federal Energy Regulatory Commission (FERC) reporting throughout the Southeast, Madison has led survey teams and managed permitting and reporting for major energy development initiatives. Madison also brings expertise in managing environmental construction services, including stormwater management and inspections. Her technical background encompasses wetland delineations and assessments, listed species surveys, preliminary site assessments, environmental permitting and assessments, environmental construction services, and environmental policy and regulation.

## SELECTED PROJECT EXPERIENCE

**Renew NC Housing - Hurricane Helene Recovery; Horne LLP; Multiple Counties, North Carolina.** SWCA supported the State of North Carolina's Renew NC Housing program following Hurricane Helene by facilitating the environmental compliance process for housing recovery projects. Prepared site-specific environmental reviews, synthesized damage assessment documentation, and conducted thorough agency consultations in strict adherence to 24 Code of Federal Regulations (CFR) Part 58 requirements. Coordinated with regulatory agencies to ensure projects met federal, state, and local standards, expediting the delivery of critical housing assistance. Prioritized open communication and collaboration with stakeholders, helping advance resilient recovery efforts for impacted communities. *Role: Associate Project Biologist. Performed Tier II environmental assessment.*

**Escambia County Neighborhood Enterprise Division, HUD Environmental Review Services; Escambia County, Florida.** SWCA completed work for the Escambia County, Florida (County) Neighborhood Enterprise Division (NED), which used funds from HUD programs to assist eligible homeowners with repairs or new housing when repairs were not feasible. The programs required Environmental Reviews that met NEPA and Part 58 regulations. SWCA provided professional HUD Environmental Review services to facilitate the County's Housing Rehabilitation/Repair, Replacement, and New Home Construction programs. These reviews included projects categorized as either a Categorically Excluded Subject To Part 58.5 (CEST) or an Environmental Assessment (EA). *Role: Project Biologist. Assisted with the final report.*

**Southeast Supply Enhancement; Transcontinental Gas Pipe Line Company, LLC (Transco); Alabama, Georgia, South Carolina, North Carolina, and Virginia.** SWCA is completing a project that is an expansion of Transco's system and includes the construction of 54.3 miles of pipeline loop and modifications at eight compressor stations. SWCA is conducting an environmental justice analysis during FERC pre-filing. *Role: Project Biologist.*

**New Caledonia Gas Plant Project; Tennessee Valley Authority (TVA); Multiple Counties, Mississippi.** SWCA supported TVA with a NEPA assessment for the proposed construction of an approximately 500-megawatt dual fuel, simple cycle frame combustion turbine facility on an approximately 63-acre previously developed parcel of TVA property. *Role: Environmental Biologist. Conducted Aquatic Ecology and Botany research.*

## SYDNEY MOFFAT, B.S., NATURAL RESOURCES, AUTHOR AND SITE EVALUATOR

As a Biologist and technical author for the U.S. Department of Housing and Urban Development (HUD) National Environmental Policy Act (NEPA), Sydney Moffat's duties encompass a wide range of environmental services, including fieldwork and technical writing to support data collection and comprehensive environmental documentation for HUD-funded projects. Sydney is responsible for drafting Environmental Assessments (EAs), Environmental Impact Statements, and other related documentation, focusing on thorough evaluations and mitigation strategies to ensure compliance with federal regulations and support sustainable development. Sydney has gained experience observing endangered species, such as manatees, dolphins, birds, and sea turtles, during large-scale dredge operations conducted during day and nighttime construction activities. Sydney leads fieldwork for avian studies, wetland delineations, field studies for permitting, gopher tortoise relocations, site inspections, surface and groundwater sampling, and soil sampling.

### YEARS OF EXPERIENCE

8

### EXPERTISE

Protected Species Observing (PSO)  
Phase I & II site support  
Environmental studies  
Avian/Bio studies  
Wetland delineations  
ESA writing  
HUD/NEPA reporting

### EDUCATION

B.S., Marine Science; Jacksonville University, Jacksonville, Florida; 2017

### REGISTRATIONS / CERTIFICATIONS

MSHA Part 48 New Miner Certification; United States Department of Labor; 2025

OSHA 30-Hour for Construction Certified; 2025

Certified Inspector of Sediment and Erosion Control, Florida No. 48100; Florida Department of Environmental Protection; 2021

Wilderness First Responder Certified; National Outdoor Leadership School (NOLS); 2025

### SELECTED PROJECT EXPERIENCE

**Renew NC Housing - Hurricane Helene Recovery; Horne LLP; Multiple Counties, North Carolina.** SWCA supported the State of North Carolina's Renew NC Housing program following Hurricane Helene by facilitating the environmental compliance process for housing recovery projects. Prepared site-specific environmental reviews, synthesized damage assessment documentation, and conducted thorough agency consultations in strict adherence to 24 Code of Federal Regulations (CFR) Part 58 requirements. Coordinated with regulatory agencies to ensure projects met federal, state, and local standards, expediting the delivery of critical housing assistance. Prioritized open communication and collaboration with stakeholders, helping advance resilient recovery efforts for impacted communities. *Role: Staff Biologist. Assisted with Tier II environmental assessment and report writing.*

**Community Development Block Grant Disaster Recovery (CDBG-DR) Programs; Puerto Rico Department of Housing (PRDOH); Puerto Rico.** SWCA was retained by PRDOH to provide Categorically Excluded Subject To Part 58.5 (CEST), EA, and Tier II environmental support for Hurricanes Irma and Maria R3 and other single-family residential recovery programs, as well as to prepare project-specific environmental assessment-level compliance documents for the ReGrow economic development program. *Role: Staff Biologist. Performed Tier II assessment. Assisted with technical writing for the report, including Farm and Energy Resilience Program (FER/CEST) writing.*

**Volusia County CDBG-DR Environmental Consulting Services; Volusia County, Volusia County, Florida.** SWCA completed environmental consulting services for a comprehensive county-wide assessment project, including Tier 1 and site-specific reviews, Environmental Review Records (ERR), site evaluations, and obtaining inspection and test reports. Conducted rigorous research, documentation, and consultations with environmental agencies, preparing Phase I, II, and III EAs, mitigation plans, and contamination assessment reports. *Role: Staff Biologist. Assisted with EA report.*

**Adurra Peter's Creek Planning and Regulatory Compliance; Adurra Group, Inc., Clay County, Florida.** SWCA completed wetland delineation, ensuring NEPA compliance. Conducted listed species permitting and regulatory permitting assistance. *Role: Biologist. Conducted field work.*

# HILLARY SKOWRONSKI, M.S., NATURAL RESOURCES, AUTHOR AND SITE EVALUATOR

Hillary Skowronski is an environmental professional for SWCA's Southeast region with 10 years of experience in environmental studies, project management, lab and field techniques (calibration, maintenance, and use of equipment), surface water testing, data analysis, and handling trailers and boats. Hillary currently utilizes her skills in data gathering and technical writing through helping with environmental assessments (EAs), environmental impact statements, Federal Energy Regulatory Commission (FERC) environmental reports, Phase 1 environmental site assessments, and habitat conservation plans. Hillary assists with various projects that include wetland delineations, threatened and endangered species surveys, wildlife surveys, botanical surveys, environmental and construction inspections, and water quality testing.

## YEARS OF EXPERIENCE

10

## EXPERTISE

FERC environmental reports  
Environmental impact statements  
Water quality  
Environmental compliance monitoring  
Scientific diving (SCUBA, freediving)

## EDUCATION

M.S., Environmental Biology; University of West Florida, Pensacola FL; 2016  
B.S., Marine Biology; Waynesburg University, Waynesburg, PA; 2012

## REGISTRATIONS / CERTIFICATIONS

Florida Stormwater Inspector I and II Certifications, PADI SCUBA No. 12060A1856, FII Level I No. L10010787

Florida Department of Transportation Traffic Controller Certification

## TRAINING

FERC Environmental Review and Compliance, Federal Energy Regulatory Commission; 2023

## SELECTED PROJECT EXPERIENCE

**Renew NC Housing - Hurricane Helene Recovery; Horne LLP; Multiple Counties, North Carolina.** SWCA supported the State of North Carolina's Renew NC Housing program following Hurricane Helene by facilitating the environmental compliance process for housing recovery projects. Prepared site-specific environmental reviews, synthesized damage assessment documentation, and conducted thorough agency consultations in strict adherence to 24 Code of Federal Regulations (CFR) Part 58 requirements. Coordinated with regulatory agencies to ensure projects met federal, state, and local standards, expediting the delivery of critical housing assistance. Prioritized open communication and collaboration with stakeholders, helping advance resilient recovery efforts for impacted communities. *Role: Associate Project Biologist. Conducted Tier II environmental assessment. Assisted with report writing.*

**Bay County Community Development Block Grant Disaster Recovery (CDBG-DR) Voluntary Buyout Review Services; CDR Maguire Incorporated; Bay County, Florida.** SWCA was contracted by Bay County to provide environmental services for the Hurricane Michael Voluntary Home Buyout Program and the Redwood Avenue Drainage Improvements Project in Panama City, as required under the National Environmental Policy Act (NEPA) and U.S. Department of Housing and Urban Development (HUD) regulations cited under 24 CFR Part 58. Conducted CDBG-DR Broad Review and 34 Tier II single-family residential sites for home buyout program. *Role: Biologist. Assisted with photologs and field preparation.*

**Salamanca Square HUD Environmental Assessment; UMOM Housing 11 LLC; Maricopa County, Arizona.** SWCA completed an EA for the development of land for multi-family housing. SWCA conducted a NEPA compliance assessment and Resource Conservation and Recovery Act (RCRA) compliance. *Role: Assisted with EA reporting.*

**\*Lower Santa Fe River and Springs Monitoring Project; Howard T. Odum Florida Springs Institute; Alachua County, Florida.** Managed the Lower Santa Fe River and Springs Monitoring Project from 2018 to 2021, which included planning sampling events, sampling river and spring stations to monitor ecosystem health, managing all boats and trailers, and training other scientists/technicians and interns on how to use proper watercraft safety per Florida Fish and Wildlife Conservation Commission guidelines, managing all field data and perform QA/QC for all data entry, maintaining and calibrating all equipment (YSI 6600V2 data sondes, YSI ProDSS meter, Li-COR PAR meter, HOBO pendants), and monitoring the use of all calibration solutions and buffers. *Role: Environmental Scientist II. Responsible for interviewing and managing environmental scientists, technicians, and interns. Obtained a certificate from the Florida Department of Environmental Protection and LakeWatch to collect water samples for chemical and nutrient analyses.*

# HEATH ANDERSON, PH.D., RPA CULTURAL RESOURCES, LEAD TECHNICAL AUTHOR

Dr. Heath Anderson is a Project Archaeologist/Principal Investigator based in SWCA's Raleigh Office. Dr. Anderson has conducted fieldwork throughout the southern and eastern regions of the U.S., as well as in Belize, England, and Mexico, including extensive work on federally funded projects. His expertise and interests include formal and technological lithic analysis, ceramic analysis, single-context planning/Harris matrix excavation methods, geoarchaeology, statistical spatial analysis, archaeological predictive modeling, and database management. He has presented his research at regional and international conferences, published his work in various peer-reviewed international academic journals, and edited volumes. He has 10 years of teaching experience at three universities: Shippensburg University, The College of Wooster, and Minnesota State University. He has successfully written federal grant proposals for the National Science Foundation and has been active in community outreach in Georgia and Mexico.

## YEARS OF EXPERIENCE

27

## EXPERTISE

Phase I survey, Phase II testing and evaluation, Phase III data recovery  
Precontact Lithic Analysis  
Landscape reconstruction and desktop analysis  
Database Management/SQL  
Digital Field Data Collection  
Micromorphological thin section preparation  
Single-context planning/Harris matrix excavation methods

## EDUCATION

Ph.D., Anthropology; Penn State; 2009  
M.A., Anthropology, Penn State; 2003  
B.A., Archaeology; Boston University 1999

## REGISTRATIONS / CERTIFICATIONS

Registry of Professional Archaeologists (RPA # 4797)

## SELECTED PROJECT EXPERIENCE

**Renew NC Housing - Hurricane Helene Recovery; Horne LLP; Multiple Counties, North Carolina.** SWCA supported the State of North Carolina's Renew NC Housing program following Hurricane Helene by facilitating the environmental compliance process for housing recovery projects. Prepared site-specific environmental reviews, synthesized damage assessment documentation, and conducted thorough agency consultations in strict adherence to 24 Code of Federal Regulations (CFR) Part 58 requirements. Coordinated with regulatory agencies to ensure projects met federal, state, and local standards, expediting the delivery of critical housing assistance. Prioritized open communication and collaboration with stakeholders, helping advance resilient recovery efforts for impacted communities. *Role: Deputy Project Manager. Duties included client coordination, management of writing and cultural resources teams, and QA/QC of documents for delivery to the client.*

**Community Development Block Grant Disaster Recovery (CDBG-DR) Programs; Puerto Rico Department of Housing (PRDOH); Puerto Rico.** SWCA was retained by PRDOH to provide Categorically Excluded Subject To Part 58.5 (CEST), Environmental Assessment (EA), and Tier II environmental support for Hurricanes Irma and Maria R3 and other single-family residential recovery programs, as well as to prepare project-specific environmental assessment-level compliance documents for the ReGrow economic development program. *Role: Principal Investigator/Project Manager. Duties included EA drafting, Historic Preservation analysis, project site inspections, and Spanish translation.*

**Various Critical Issues Analyses; Multiple Clients; Multiple States, Eastern U.S.** SWCA performed Phase IA cultural resources analyses in support of federal and local compliance for residential development projects in Georgia, Louisiana, Maryland, North Carolina, South Carolina, Texas, and Virginia. *Role: Principal Investigator. Duties included archival research and report production.*

**Charlotte McMullens Creek Restoration; City of Charlotte; Mecklenburg County, North Carolina.** SWCA completed a Phase IA archaeological and architectural history study for a series of stormwater services for the City of Charlotte. Services included stream restoration projects, water quality improvement projects, unspecified stream restoration projects, and additional pond and dam rehabilitation and water quality improvement projects. *Role: Principal Investigator. Duties included archival research and report production.*

# LAURA ELLYSON, PH.D., RPA, CULTURAL RESOURCES, AUTHOR AND SITE EVALUATOR

Laura Ellyson is a Registered Professional Archaeologist (RPA) and Secretary of the Interior-qualified archaeologist with 14 years of experience in academic research and cultural resource management projects. As a Cultural Resource Principal Investigator, she supervises all phases of cultural resource assessment, including logistical organization, daily field operations, primary and background research, artifact analysis, faunal analysis, the identification and handling of human remains, and the writing of final reports, as well as business development, people development, and all financial performances. Previous cultural resource management projects have included cultural resource assessment surveys (CRAS), monitoring, test excavations, block excavations, aboveground historic surveys, and remote sensing. These projects have been successfully completed for clients such as the U.S. Army Corps of Engineers, the U.S. Department of Transportation, as well as local, county, and state agencies, telecommunication companies, public utility companies, and various private companies.

TOTAL YEARS OF EXPERIENCE	14
<b>EXPERTISE</b>	
Ancestral Puebloan	
Southeast archaeology	
Faunal analysis (zooarchaeology)	
Statistical analysis	
Archaeological excavation, surveys, monitoring, testing, and data recovery	
<b>EDUCATION</b>	
Ph.D., Anthropology, e: Archaeology; Washington State University; 2023	
M.S., Applied Geography/Environmental Archaeology; University of North Texas; 2014	
B.A., Anthropology; Indiana University of Pennsylvania; 2012	

## SELECTED PROJECT EXPERIENCE (\*denotes project experience prior to SWCA)

**Renew NC Housing - Hurricane Helene Recovery; Horne LLP; Multiple Counties, North Carolina.** SWCA supported the State of North Carolina's Renew NC Housing program following Hurricane Helene by facilitating the environmental compliance process for housing recovery projects. Prepared site-specific environmental reviews, synthesized damage assessment documentation, and conducted thorough agency consultations in strict adherence to 24 Code of Regulations (CFR) Part 58 requirements. Coordinated with regulatory agencies to ensure projects met federal, state, and local standards, expediting the delivery of critical housing assistance. Prioritized open communication and collaboration with stakeholders, helping advance resilient recovery efforts for impacted communities. *Role: Lead Archaeologist. Assisted with project coordination.*

**Graves Farm Tract Cultural Resource Services; EW Consultants, Inc.; Indian River County, Florida.** SWCA led cultural resources investigations for a large-scale land development project, ensuring compliance with federal, state, and local regulations. Responsibilities included conducting background research, archaeological surveys, and site assessments to identify and evaluate historic and prehistoric resources within the project area. *Role: Archaeologist. Assisted with final report and site forms.*

**Wakulla County Tract Cultural Resource Services; Jim Stidham & Associates, Inc.; Wakulla County, Florida.** SWCA conducted a Phase I CRAS of the proposed location of the 2.5-acre Wakulla County EOC. The project was conducted in compliance with Federal Emergency Management Agency (FEMA) funding. *Role: Archaeologist. Assisted with report writing.*

**\*Cultural Resources Services for the SR 30 (US 98) Brooks Bridge Replacement and Repairs; SEARCH for Eisman & Russo, Inc.; Okaloosa County, Florida.** This project provided archaeological expertise to support construction engineering and inspection (CEI) for the replacement and repair of key highway bridges. The work involved archaeological field monitoring of ~4.2 acres to identify and mitigate any impacts to cultural resources during construction activities. The project required coordination with the Florida Department of Transportation and thorough documentation of findings. Deliverables included a comprehensive monitoring report detailing field observations and recommendations. The project ensured compliance with state and federal preservation laws during infrastructure improvements. *Role: Archaeologist. Served as part of the field monitoring team and drafted the final monitoring report for regulatory review.*

## JOSEPH MIKOS, B.A., CULTURAL RESOURCES, AUTHOR AND SITE EVALUATOR

Joseph Mikos is an Assistant Project Archaeologist with over 13 years of experience in cultural resource management projects. Joseph has performed all phases of cultural resource assessments, including logistical organization, daily field operations, primary and background research, artifact analysis, technical report writing, people development, and budgeting. Previous cultural resource management projects have included cultural resource assessment surveys (CRAS), pipeline and transmission line testing, monitoring, test excavations, block excavations, above-ground historic surveys, and predictive modeling. These types of surveys have been completed in Alabama, Florida, Georgia, Illinois, Indiana, Kentucky, Maryland, Massachusetts, Mississippi, New York, North Carolina, North Dakota, Ohio, Pennsylvania, South Dakota, Tennessee, Vermont, Virginia, West Virginia, and Wyoming. These projects have been successfully completed for clients such as the U.S. Army Corps of Engineers (USACE), U.S. Air Force, and the Departments of Transportation, as well as local, county, and state agencies, private entities, telecommunication companies, and public utilities.

YEARS OF EXPERIENCE	SELECTED PROJECT EXPERIENCE
13	<b>Community Development Block Grant Disaster Recovery (CDBG-DR) Programs; Puerto Rico Department of Housing (PRDOH); Puerto Rico.</b> SWCA was retained by PRDOH to provide Categorically Excluded Subject To Part 58.5 (CEST), Environmental Assessment (EA), and Tier II environmental support for Hurricanes Irma and Maria R3 and other single-family residential recovery programs, as well as to prepare project-specific environmental assessment-level compliance documents for the ReGrow economic development program. <i>Role: Archaeologist. Assisted with report writing, specifically archaeology write-ups.</i>
<b>EXPERTISE</b>	<b>Baldwin Ranch Tract Cultural Resource Services; GATE Lands; Duval County, Florida.</b> SWCA led cultural resources investigations for a large-scale land development project, ensuring compliance with federal, state, and local regulations. Responsibilities included conducting background research, archaeological surveys, and site assessments to identify and evaluate historic and prehistoric resources within the project area. <i>Role: Archaeologist. Conducted fieldwork. Co-authored final report.</i>
Archaeology	<b>Confidential Phase I Cultural Resource Assessment Survey; Confidential Client; Confidential County, Florida.</b> SWCA conducted a Phase I cultural resource survey following Florida State regulations. The survey subsurface testing of the proposed pipeline footprint, laydown areas, road improvements, and realignments. In addition, above-ground historic resources within visual range of the proposed pipeline were recorded and assessed for any potential impacts. The investigation report was reviewed by the USACE, followed by a review of the Division of Historical Resources. <i>Role: Field Archaeologist. Responsibilities included project planning, client communication, cultural resource survey of the approximately 39-mile pipeline corridor, artifact analysis, and mapping.</i>
Geographic information systems (GIS)	
Identification and classification of artifacts	
<b>EDUCATION</b>	
B.A., Anthropology e: Archaeology; University of West Florida, Pensacola; 2013	
<b>REGISTRATIONS / CERTIFICATIONS</b>	
Adult First Aid/CPR/AED Certified	

**Millet Long Creek Solar Tract; Golder Associates, a WSP Company; Okaloosa County, Florida.** SWCA conducted a Phase I cultural resource survey of the proposed Millet Long Creek Solar farm. The survey followed Florida State regulations for conducting a cultural survey and included the recording and assessment of aboveground historic resources within visual range of the proposed project. This project is still in progress but will be reviewed by the Florida Division of Historical Resources (DHR) as part of the Florida Department of Environmental Protection permitting. *Role: Assistant Project Archaeologist. Completed fieldwork and reporting.*

## HOLLY COPE, M.S., NATURAL RESOURCES, AUTHOR AND SITE EVALUATOR

Holly Cope is a Staff Biologist for SWCA. Responsibilities as a Staff Biologist include assisting with vegetation, wetland, wildlife, and environmental inspections. Holly has both field and report experience with wetland delineations, soil sampling, tree surveys, and plant identification surveys. In addition, she has expertise with terrestrial and aquatic insect identification, proper handling, and colony rearing.

TOTAL YEARS OF EXPERIENCE	
3	
EXPERTISE	
Entomology	
Stream Assessments	
Benthic Collection	
Ecology	
Water Quality	
EDUCATION	
M.S., Entomology and Insect Science; University of Arizona; 2022	
B.A., Communication (m: Ecology and Evolutionary Biology, Italian); University of Arizona; 2019	
MEMBERSHIPS	
Florida Association of Environmental Professionals - Northwest Chapter	

### SELECTED PROJECT EXPERIENCE

**Escambia County Neighborhood Enterprise Division HUD Environmental Review Services; Escambia County, Florida.** SWCA completed work for the Escambia County, Florida (County) Neighborhood Enterprise Division (NED), which used funds from U.S. Department of Housing and Urban Development (HUD) programs to assist eligible homeowners with repairs or new housing when repairs were not feasible. The programs required Environmental Reviews that met National Environmental Policy Act (NEPA) and 24 CFR Part 58 regulations. SWCA provided professional HUD Environmental Review services to facilitate the County's Housing Rehabilitation/Repair, Replacement, and New Home Construction programs. These reviews included projects categorized as either a Categorically Excluded Subject To Part 58.5 (CEST) or an Environmental Assessment (EA). *Role: Natural Resources Technician. Conducted photologs, site visit reports, and QA/QC.*

**Bay County Community Development Block Grant Disaster Recovery (CDBG-DR) Voluntary Buyout Review Services; CDR Maguire Incorporated; Bay County, Florida.** SWCA was contracted by Bay County to provide environmental services for the Hurricane Michael Voluntary Home Buyout Program and the Redwood Avenue Drainage Improvements Project in Panama City, as required under NEPA and HUD regulations cited under 24 CFR Part 58. Conducted CDBG-DR Broad Review and 34 Tier II single-family residential sites for home buyout program. *Role: Natural Resources Technician. Assisted with various fieldwork tasks and duties. Provided QA/QC.*

**Confidential Solar Project; Confidential Client; Bradford County, Florida.** SWCA conducted natural resources surveys related to the proposed Solar Project located in Bradford County, Florida. Tasks included updating the Critical Issues Analysis, wetland and waterbody delineation, preliminary Phase I Environmental Site Assessments, gopher tortoise surveys, and Cultural Resources Assessment Surveys. *Role: Natural Resources Technician. Assisted with various fieldwork tasks and duties. Provided QA/QC.*

**Confidential Solar Project; Confidential Client; Confidential Location.** SWCA conducted environmental and cultural studies within a project area in Florida. SWCA performed presence/absence habitat assessments for general listed species protected by the U.S. Fish and Wildlife Service and the Florida Fish and Wildlife Conservation Commission (FWC). SWCA also conducted a species-specific minimum 15-percent gopher tortoise survey in accordance with the FWC Gopher Tortoise Permitting Guidelines (last revised July 2020). The results of the general listed species survey and a minimum 15-percent gopher tortoise survey were provided in a Listed Species report. Additionally, a wetland delineation was conducted in accordance with the Florida Department of Environmental Protection. Findings were provided in the wetland delineation report. State 404 and Environmental Resources Permitting (ERP) were also completed for the project area. *Role: Natural Resources Technician. Assisted with various fieldwork tasks and duties. Provided QA/QC.*

# MIKALA DREES, B.S., NATURAL RESOURCES, AUTHOR AND SITE EVALUATOR

Mikala Drees is an Associate Project Ecologist for SWCA. Mikala is involved in energy development projects as a natural resources lead, field survey coordinator, and field lead for wetland and waterbody delineations, threatened and endangered species, vegetation surveys, and construction compliance monitoring. In this role, Mikala coordinates and leads field surveys as well as the associated reporting efforts, including wetland delineation reports, threatened and endangered species assessments, site characterization studies, and critical issues analysis. Additionally, Mikala has experience in the preparation of Federal Energy Regulatory Commission (FERC) resource reports.

TOTAL YEARS OF EXPERIENCE	
6	
EXPERTISE	
Wetland delineations	
Stream assessments	
Plant identification	
Protected species surveys	
Marine science	
EDUCATION	
B.S., Ocean and Coastal Resources m: Oceanography, Geology; Texas A&M University, Galveston, Texas; 2018	
PERMITS	
Florida Fish and Wildlife Conservation Commission (FWC) Authorized Gopher Tortoise Agent	
CERTIFICATIONS	
Tennessee Qualified Hydrologic Professional-IT	
TRAINING	
FERC Environmental Training Seminar	
Tennessee Hydrologic Determination Training	
MEMBERSHIPS	
Florida Association of Environmental Professionals – Northwest Chapter	
Florida Native Plant Society – Longleaf Pine Chapter	

## SELECTED PROJECT EXPERIENCE

### **Volusia County Community Development Block Grant Disaster Recovery (CDBG-DR) Environmental Consulting Services; Volusia County; Volusia County, Florida.**

SWCA completed environmental consulting services for a comprehensive county-wide assessment project, including Tier 1 and site-specific reviews, Environmental Review Records (ERR), site evaluations, and obtaining inspection and test reports. Conducted rigorous research, documentation, and consultations with environmental agencies, preparing Phase I, II, and III Environmental Assessments (EAs), mitigation plans, and contamination assessment reports. *Role: Biologist. Assisted with report reviewing, field preparation, and logistics of the project.*

**Escambia County Neighborhood Enterprise Division HUD Environmental Review Services; Escambia County, Florida.** SWCA completed work for the Escambia County, Florida (County) Neighborhood Enterprise Division (NED), which used funds from U.S. Department of Housing and Urban Development (HUD) programs to assist eligible homeowners with repairs or new housing when repairs were not feasible. The programs required Environmental Reviews that met National Environmental Policy Act (NEPA) and 24 Code of Federal Regulations (CFR) Part 58 regulations. SWCA provided professional HUD Environmental Review services to facilitate the County's Housing Rehabilitation/Repair, Replacement, and New Home Construction programs. These reviews included projects categorized as either a Categorically Excluded Subject To Part 58.5 (CEST) or an EA. *Role: Biologist. Assisted with site evaluations and reporting.*

**Timbermill Wind Site; Apex Clean Energy Management, LLC (Apex); North Carolina.** SWCA provided environmental services necessary to obtain environmental permits, including 404/401 permitting. SWCA assisted Apex with preparing an individual permit application, coordination with the U.S. Army Corps of Engineers Wilmington District, public notification, and preparation of technical environmental elements. *Role: Biologist. Led wetland and waterbody delineations and Phase I Environmental Site Assessment.*

**Confidential Wind Environmental Compliance Monitoring; Confidential Client; Confidential County, North Carolina.** SWCA supported environmental compliance monitoring for a confidential wind construction monitoring project in North Carolina. The project involved the construction of a utility-scale wind farm consisting of 45 wind turbines sited across timber and agricultural lands, with a total capacity of up to 189 MW. Responsibilities included conducting thorough inspections of construction activities, preparing comprehensive reports, and ensuring strict adherence to all applicable environmental regulations throughout the construction process. Played a key role in facilitating project success by collaborating closely with the client and construction teams to address compliance issues promptly and effectively. *Role: Biologist. Conducted construction monitoring tasks. Supported permitting and compliance efforts.*

# PROJECT EXAMPLES

## Attachment H

## Attachment H

**ATTACHMENT H: EXPERIENCE**

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>	Horne LLP
<b>Program:</b>	Renew NC Housing - Hurricane Helene NEPA Environmental Reviews
<b>Brief Description of Services Rendered:</b>	<p>In the aftermath of Hurricane Helene, the State of North Carolina launched the Renew NC Housing program to support housing recovery for impacted communities. SWCA plays a key role by preparing site-specific environmental reviews in compliance with Part 58 broad review requirements.</p> <p>Our team reviews documentation from damage assessment teams, conducts agency consultations, and synthesizes findings into thorough site-specific reviews. Thanks to our streamlined processes and expertise, SWCA is completing these reviews in record time, helping expedite recovery efforts and ensuring projects meet all environmental standards.</p> <p>SWCA is proud to contribute to a resilient and sustainable future for North Carolina through the Renew NC Housing program.</p>

<b>Example 2</b>	
<b>Client Name:</b>	Puerto Rico Department of Housing
<b>Program:</b>	ReGrow Program
<b>Brief Description of Services Rendered:</b>	<p>SWCA is responsible for coordinating the completion of HUD NEPA compliance under 24 CFR Part 58 for various programs under the Community Development Block Grant Disaster Recovery (CDBG-DR) and Community Development Block Grant Mitigation (CDBG-MIT) HUD Grants awarded to the Puerto Rico Department of Housing. Its ReGrow Program provides direct assistance to small business owners, specifically agricultural business impacted by hurricanes, most of them low-to-moderate income households, promoting resilience to future disasters by installing photovoltaic solar panels with battery backup and water storage systems. The SWCA team developed procedures for program completion and ensured all projects complied with 24 CFR Parts 51 and 58 et seq. The SWCA team is responsible for completing EAs and Categorically Excluded Reviews. To date, SWCA has been assigned over 100 EA-level reviews under the ReGrow Program, of which 40 have been completed.</p>

Example 3	
<b>Client Name:</b>	Texas General Land Office (GLO)
<b>Program:</b>	CDBG-DR Programs
<b>Brief Description of Services Rendered:</b>	SWCA is the primary environmental services provider to the Texas GLO for CDBG-DR programs related to Hurricane Harvey and 2018–2019 flooding disaster recovery programs in 54 Texas counties. SWCA is contracted to directly prepare NEPA-compliant EAs and CEST studies on infrastructure and single- and multi-family housing projects that GLO determines are eligible to receive CDBG-DR funding; these projects are based on applications received from affected municipalities and counties. SWCA is also providing environmental program design, oversight, and quality assurance reviews on all single-family residential recovery projects that are funded by the GLO in the 54 counties. To date, SWCA has prepared 60 county-level programmatic Tier I Broad Reviews and over 50 EA or CEST project-specific environmental reviews for individual GLO disaster recovery applicant projects. In addition, SWCA is responsible for managing GLO's construction compliance programs, which has included developing and implementing program-level lead-based paint and asbestos abatement protocols and providing construction monitoring support for various programs.

Example 4	
<b>Client Name:</b>	Volusia County, Florida
<b>Program:</b>	Volusia County CDBG
<b>Brief Description of Services Rendered:</b>	SWCA prepared Environmental Review Records for Environmental Assessments and Tier I Site Specific Reviews, as well as site visits and evaluations, and hazardous material risk assessments. In addition, SWCA was responsible for reviewing, researching, and documenting findings for all applicable laws and authorities related to the project. This included environmental agency consultation (USFWS, FWC, SHPO), conducting and preparing a multi-step process for the flood zones and wetlands, and potentially Phase I-III Environmental Site Assessments.

Example 5	
<b>Client Name:</b>	Escambia County, Florida
<b>Program:</b>	Escambia County Neighborhood Enterprise Division
<b>Brief Description of Services Rendered:</b>	SWCA was brought under contract by Escambia County in June 2023 to provide environmental services for various programs that are funded through CDBG-DR and HOME allocations, as well as other federal grants. During the kick-off meeting, Escambia County officials outlined their need for support with both housing and infrastructure projects. Together, we outlined a plan for their housing rehabilitation and roof repair program under a CEST Tier I/II format, we discussed the anticipated need for project-specific EAs for planned multi-family housing developments, and we reviewed the options available for drainage and other infrastructure projects throughout the County.

Example 6	
<b>Client Name:</b>	Workforce Group / SLSCO
<b>Program:</b>	California 2017-2018 CDBG-DR Wildfire Recovery Tier II Support
<b>Brief Description of Services Rendered:</b>	SWCA, under contract to Workforce Group and SLSCO, is overseeing environmental review compliance for CDBG-DR-funded programs related to single-family residential wildfire recovery programs within 13 California counties. The ReCoverCA program is assisting eligible single-family homeowners whose residences were damaged or destroyed by the 2017 and 2018 wildfires, with the intent of providing eligible applicants with rehabilitated or new replacement housing. The CDBG-DR programs are administered by the HCD. SWCA is assisting with the following scope of services required to complete the necessary environmental clearances, as required under NEPA and HUD regulations (24 CFR Part 58): 1) On-Call Technical Assistance Support with the Tier I documents, 2) Tier II Environmental Site-Specific Review Services, 3) NHPA Section 106 Consultations, and 4) Threatened and Endangered species evaluations and reports. Part of SWCA's services included creating a draft Section 106 programmatic agreement for HCD's CDBG-DR and CDBG-MIT funded programs that is currently under review by the California SHPO. SWCA has completed over 300 Tier II assessments to date.

**ATTACHMENT H: EXPERIENCE**

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

Example 7	
<b>Client Name:</b>	North Carolina Department of Environmental Quality
<b>Program:</b>	Not applicable
<b>Brief Description of Services Rendered:</b>	Consultech Environmental prepared a Limited Site Assessment (LSA) for the Bridgers Food Store in Princeville, North Carolina, under an ongoing State Lead contract with the NCDEQ to address a petroleum release from former underground storage tanks. Their work included site reconnaissance, assessment of current site conditions and potential receptors, and evaluation of soil and groundwater contamination. Consultech oversaw the drilling of a soil boring and installation of a monitoring well and soil and groundwater samples with laboratory analyses for petroleum-related compounds. Findings showed minor soil contamination below regulatory limits and groundwater detections with no exceedances of state standards. Based on these results, Consultech recommended, and the NCDEQ approved, site closure and No Further Action; Consultech subsequently abandoned the monitoring well.

Example 8	
<b>Client Name:</b>	Packaging Corporation of America
<b>Program:</b>	Not applicable
<b>Brief Description of Services Rendered:</b>	Consultech Environmental prepared an Asbestos Operation and Maintenance (O&M) Plan for the Packaging Corporation of America facility in Spencer, North Carolina. Their services included performing an updated Phase I Environmental Site Assessment (ESA) and collecting six samples of suspect asbestos-containing materials (ACM) in January 2019, with findings summarized in a May 2019 report. In April 2021, Consultech personnel revisited the site to inspect ACM locations and collected an additional window glazing sample. The finalized O&M Plan was submitted for implementation in October 2021, and Consultech supported the rollout with web-based conferences and training sessions for facility staff.



EXECUTED FORMS

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## 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

#### **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:

Not applicable

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

Not applicable

**b) The Vendor agrees to provide notice, in writing to the State, of the relocation of the Vendor, employees of the Vendor, sub-Contractors of the Vendor, or other persons**  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:**

SWCA, Incorporated, dba SWCA Environmental Consultants

**PRIMARY**

113 Edinburgh South Drive, Suite 120  
Cary, North Carolina 27511

**SECONDARY**

13 Palafox Place  
Pensacola, FL 32502

**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

**SWCA, Incorporated, dba SWCA Environmental Consultant, is committed to partnering with HUB-certified subcontractors, certified by the State Office of Historically Underutilized Businesses, to perform the required functions in this RFP on State contracts.**

## **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.

SWCA, Incorporated, dba

The Vendor, SWCA Environmental Consultants, 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**

Nathan Kuhn, Senior Office Director

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

September 3, 2025

**Date**

# DISCLOSURE OF LOBBYING ACTIVITIES

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

Approved by OMB

0348-0046

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

**SWCA Environmental Consultants does not participate in lobbying activities. This form is not applicable and intentionally left blank.**

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

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

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

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

**SWCA Environmental Consultants does not participate in lobbying activities. This form is not applicable and intentionally left blank.**

## FINANCIAL QUALIFICATIONS



Consolidated Financial Statements

December 31, 2024 and 2023

## SWCA, Incorporated and Subsidiaries and Affiliate

#### CONFIDENTIALITY NOTICE

This document contains information confidential and proprietary to SWCA, INCORPORATED. The information may not be used, disclosed or reproduced without the prior written authorization of SWCA, INCORPORATED and those so authorized may only use the information for the purpose of evaluation consistent with authorization. Reproduction of any section of this document must include this notice.

# SWCA, Incorporated and Subsidiaries and Affiliate

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December 31, 2024 and 2023

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## Independent Auditor's Report

To the Board of Directors  
SWCA, Incorporated and Subsidiaries and Affiliate  
Phoenix, Arizona

### Report on the Audit of the Consolidated Financial Statements

#### *Opinion*

We have audited the consolidated financial statements of SWCA, Incorporated and Subsidiaries and Affiliate (the Company), which comprise the consolidated balance sheets as of December 31, 2024 and 2023, and the related consolidated statements of operations, comprehensive income, stockholder's equity, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

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

#### *Basis for Opinion*

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

#### *Responsibilities of Management for the Consolidated Financial Statements*

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

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

## ***Auditor's Responsibilities for the Audit of the Consolidated Financial Statements***

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

In performing an audit in accordance with GAAS, we:

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

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

## **Supplementary Information**

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying supplementary information is presented for the purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Phoenix, Arizona  
June 2, 2025

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SWCA, Incorporated and Subsidiaries and Affiliate  
 Consolidated Balance Sheets  
 December 31, 2024 and 2023

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	2024	2023
<b>Assets</b>		
<b>Current Assets</b>		
Cash and cash equivalents	\$ [REDACTED]	\$ [REDACTED]
Contracts receivable, net of allowance for credit losses of [REDACTED]	[REDACTED]	[REDACTED]
Other receivables	[REDACTED]	[REDACTED]
Prepaid expenses	[REDACTED]	[REDACTED]
Total current assets	[REDACTED]	[REDACTED]
Property and Equipment, Net	[REDACTED]	[REDACTED]
Operating Lease Right-of-Use Assets	[REDACTED]	[REDACTED]
<b>Intangibles and Other Assets</b>		
Intangible assets, net of accumulated amortization	[REDACTED]	[REDACTED]
Goodwill, net of accumulated amortization	[REDACTED]	[REDACTED]
Other assets	[REDACTED]	[REDACTED]
Total intangibles and other assets	[REDACTED]	[REDACTED]
	\$ [REDACTED]	\$ [REDACTED]

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SWCA, Incorporated and Subsidiaries and Affiliate  
 Consolidated Balance Sheets  
 December 31, 2024 and 2023

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	2024	2023
<b>Liabilities and Stockholder's Equity</b>		
<b>Current Liabilities</b>		
Accounts payable	\$ [REDACTED]	\$ [REDACTED]
Accrued liabilities	[REDACTED]	[REDACTED]
Current maturities of long-term debt	\$ [REDACTED]	\$ [REDACTED]
Current maturities of operating lease liability	[REDACTED]	[REDACTED]
Total current liabilities	[REDACTED]	[REDACTED]
<b>Long-Term Liabilities</b>		
Long-term debt, less current maturities	[REDACTED]	[REDACTED]
Operating lease liability, less current maturities	[REDACTED]	[REDACTED]
Total liabilities	[REDACTED]	[REDACTED]
<b>Stockholder's Equity</b>		
Common stock; no par value; 1,000,000 shares authorized; [REDACTED] in 2024 and [REDACTED] in 2023 issued and outstanding	[REDACTED]	[REDACTED]
Additional paid-in capital	[REDACTED]	[REDACTED]
Retained earnings	[REDACTED]	[REDACTED]
Accumulated other comprehensive (loss) income	[REDACTED]	[REDACTED]
Total Company's stockholder's equity	[REDACTED]	[REDACTED]
Noncontrolling interest	[REDACTED]	[REDACTED]
Total stockholder's equity	[REDACTED]	[REDACTED]

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**SWCA, Incorporated and Subsidiaries and Affiliate**  
**Consolidated Statements of Operations**  
**Years Ended December 31, 2024 and 2023**

	<b>2024</b>	<b>2023</b>
<b>Revenues</b>		
Professional services income	\$ [REDACTED]	\$ [REDACTED]
Subcontractor income	[REDACTED]	[REDACTED]
Materials income	[REDACTED]	[REDACTED]
<b>Direct Expenses</b>		
Direct labor	[REDACTED]	[REDACTED]
Payroll taxes and employee benefits	[REDACTED]	[REDACTED]
Outside service expense	[REDACTED]	[REDACTED]
Travel expense	[REDACTED]	[REDACTED]
Equipment and materials	[REDACTED]	[REDACTED]
Postage and telephone charges	[REDACTED]	[REDACTED]
<b>Gross Profit</b>	[REDACTED]	[REDACTED]
<b>General and Administrative Expense</b>		
Personnel compensation and benefits	[REDACTED]	[REDACTED]
Office expense	[REDACTED]	[REDACTED]
Occupancy	[REDACTED]	[REDACTED]
Payroll taxes and employee benefits	[REDACTED]	[REDACTED]
Depreciation and amortization expense	[REDACTED]	[REDACTED]
Outside services	[REDACTED]	[REDACTED]
Other expense	[REDACTED]	[REDACTED]
Credit losses	[REDACTED]	[REDACTED]
<b>Income from Operations</b>	[REDACTED]	[REDACTED]
<b>Other Income (Expense)</b>		
Interest income	[REDACTED]	[REDACTED]
Interest expense	[REDACTED]	[REDACTED]
Gain (loss) on disposal of property and equipment	[REDACTED]	[REDACTED]
Foreign currency translation	[REDACTED]	[REDACTED]
Other expenses, net	[REDACTED]	[REDACTED]
<b>Total other income (expense)</b>	[REDACTED]	[REDACTED]
<b>Net Income</b>	[REDACTED]	[REDACTED]
<b>Net Income Attributed to Noncontrolling Interest</b>	[REDACTED]	[REDACTED]
<b>Net Income Attributed to the Company</b>	\$ [REDACTED]	\$ [REDACTED]

SWCA, Incorporated and Subsidiaries and Affiliate  
Consolidated Statements of Comprehensive Income  
Years Ended December 31, 2024 and 2023

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	2024	2023
Net Income	\$ [REDACTED]	[REDACTED]
Other Comprehensive (Loss) Income		
Foreign currency translation adjustment	[REDACTED]	[REDACTED]
Other comprehensive (loss) income	[REDACTED]	[REDACTED]
Comprehensive Income	\$ [REDACTED]	[REDACTED]

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**SWCA, Incorporated and Subsidiaries and Affiliate  
Consolidated Statements of Stockholder's Equity  
Years Ended December 31, 2024 and 2023**

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**SWCA, Incorporated and Subsidiaries and Affiliate**  
**Consolidated Statements of Cash Flows**  
**Years Ended December 31, 2024 and 2023**

The figure consists of a 10x2 grid of bar charts. The left column represents the year 2024, and the right column represents the year 2023. Each chart contains two bars: a black bar on the left and a white bar on the right. The bars are stacked vertically. In the first 9 rows, the black bar is on top, and in the last row, the white bar is on top. The bars are separated by thin white lines.

SWCA, Incorporated and Subsidiaries and Affiliate  
 Consolidated Statements of Cash Flows  
 Years Ended December 31, 2024 and 2023

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	2024	2023
Supplemental Schedule of Investing Activities		
Acquisition of assets of River Design Group, Inc.		
Property and equipment	\$ [REDACTED]	[REDACTED]
Intangible assets	[REDACTED]	[REDACTED]
Cash paid, net of cash received	\$ [REDACTED]	[REDACTED]
Acquisition of assets of ALO Advisors II LLC and Subsidiaries and Terra Verde Environmental Consulting LLC		
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

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