

COPY

Staff Augmentation for Community Development Block Grant-Disaster Recovery (CDBG-DR) Program Delivery and Program Oversight

APRIL 5, 2019 | RFP #19-RFP-014523-PTW

A Proposal to the
North Carolina Office of Recovery and Resiliency (NCORR)



9357 INTERLINE AVENUE
BATON ROUGE, LA 70809
WWW.HGA-LLC.COM

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Hunt, Guillot & Associates, LLC
9357 Interline Avenue
Baton Rouge, LA 70809
225.927.6825 Office
225.927.6850 Fax
information@hga-llc.com
www.hga-llc.com

April 3, 2019

North Carolina Department of Public Safety
Purchasing and Logistics
3030 Hammond Business Place
Raleigh, NC 27603

Attention: Tim Pendergrass

Subject: Proposal for Staff Augmentation for
CDBG-DR Program Delivery and Program Oversight
HGA Proposal No. P.319114.00.0

Dear Mr. Pendergrass:

The HGA Team is pleased to provide this proposal to provide staff augmentation to support the North Carolina Office of Recovery and Resiliency (NCORR) in its effort to develop and implement Department of Housing and Urban Development (HUD) Community Development Block Grant–Disaster Recovery (CDBG-DR) and mitigation grant programs for North Carolinians who experienced damages related to Hurricanes Matthew and Florence. Our Team has worked with similarly-sized HUD grantees in similar staffing roles to ensure that their programs remained HUD-compliant. Our Team is committed to providing **fast, compliant, accurate support** to move funds out the door quickly and get people back into their homes and communities.

The HGA Team will provide NCORR with seasoned, professional supplemental staff with the ability to perform all of the tasks described in the Scope of Work of the Request for Proposal (RFP). They also have direct experience providing the type of knowledge transfer that NCORR is seeking, so that over time, NCORR staff can assume responsibility for the positions requested in this RFP.

In addition to providing NCORR with a deep programmatic knowledge of CDBG-DR best practices, rules, regulations, and waiver capabilities, we have direct experience setting up and creating multi-disaster recovery offices for housing, infrastructure, and economic development programs. We can also help grantees build and staff back-office operations such as environmental reviews, federal reporting, fiscal management, legal

Ruston, LA | Shreveport, LA | Baton Rouge, LA | New Orleans, LA | Lake Charles, LA | Birmingham, AL | Houston, TX | New York, NY

Delivering on Commitments. Building long-term relationships.

services, and monitoring and compliance. We know why back-office operations are critical to a grantee's success, and how to integrate programs with back-office operations to achieve efficient fiscal processes with robust, compliant monitoring and oversight, whether using state-run or subrecipient delivery models.

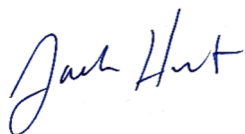
Due to our experience, we thoroughly understand the challenges and pressing issues that North Carolina and NCORR face—operationally, logistically, politically, and publicly. They are working to implement a series of robust recovery programs for disaster survivors and their communities using an initial allocation, while awaiting hundreds of millions of dollars that have been obligated by HUD and pledged by Congress, but are still not available for use.

Each HGA Team member brings specific skills and expertise that NCORR seeks in this RFP. Our Team includes **HGA**, a prime contractor with significant CDBG-DR experience in program management, environmental, and infrastructure; and subcontractors GCR, Inc. (**GCR**); Mpack Strategic Consulting, LLC (**Mpack**); Financial Forensic, LLC (**Forensic**); and Wilson & Associates Consulting, LLC (**WAC**). Forensic is certified in North Carolina as a Historically Underutilized Business (HUB). Wilson is a Section 3 firm and a woman-owned business enterprise (WBE). Mpack is an 8(a) small business. Mpack and WAC have both applied for HUB certification in North Carolina.

HGA is in the process of obtaining its Certificate of Authority to Transact Business in North Carolina, and anticipates having this authority in hand shortly. While HGA is currently subcontracting on a team bidding on the North Carolina Construction Management contract, should this team receive an award, we do not believe this would constitute a conflict of interest. If both are awarded, HGA will take steps to ensure that there is no overlap or conflict between the two services by making sure that NCORR reviews any HGA staff decisions relating to the construction management contract.

Thank you for the opportunity to provide this proposal. I have the authority to bind HGA and to answer questions. If you have any questions about our proposal, please contact me at (225) 927-6825 or via e-mail at jhunt@hga-llc.com.

Sincerely,



Jack Hunt
Vice President, Program Management

Staff Augmentation for Community Development Block Grant Disaster Recovery (CDBG-DR) Program Delivery and Program Oversight

A Proposal to the North Carolina Office of Recovery and Resiliency (NCORR)

RFP # 19-RFP-014523-PTW

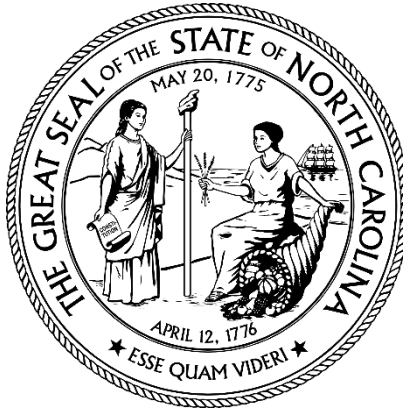
Authorized Representative: Jack Hunt, Vice President, Program Management
9357 Interline Ave.
Baton Rouge, LA 70809
(225) 927-6825

Statement of Conflicts: HGA has not identified any conflicts of interest, or working relationships that may be perceived by disinterested parties as conflicts of interest, among its team or its key employees. Should any such conflicts be identified in the future, we will take steps to mitigate them.

April 5, 2019
Proposal #P.319114.00.0


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Baton Rouge, LA 70809
www.hga-llc.com

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STATE OF NORTH CAROLINA

Request for Proposal

19-RFP-014523-PTW

For internal State agency processing, including tabulation of proposals in the Interactive Purchasing System (IPS), please provide your company's Federal Employer Identification Number or alternate identification number (e.g. Social Security Number). Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page is to be filled out and returned with your proposal.
Failure to do so may subject your proposal to rejection.**

ID Number:



Federal ID Number or Social Security Number

Hunt, Guillot & Associates, LLC (HGA)

Vendor Name


STATE OF NORTH CAROLINA
Division of North Carolina Office of Recovery and Resiliency

| | |
|--|--|
| Refer <u>ALL</u> Inquiries regarding this RFP to: Tim Pendergrass | Request for Proposal # 19-RFP-014523-WAX Proposals will be publicly opened: April 5, 2019 at 2:00 PM ET |
| Contract Type: Open Market | Using Agency: North Carolina Office of Recovery and Resiliency |
| Commodity No. and Description: 958-77 Project Management Services | Requisition No.: RQ21744274 |

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 bid, at the prices set opposite each item within the time specified herein. By executing this proposal, the undersigned Vendor certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that 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 that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. 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 your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization. As required by 2 CFR § 200.317, 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 2 CFR § 200.318-.326. As required by the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended), the undersigned vendor certifies that by applying or bidding for an award of \$100,000 or more shall file 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 take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

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

| | | |
|--|--------------------------------|-----------------------------------|
| COMPLETE/FORMAL NAME OF VENDOR: Hunt, Guillot & Associates, LLC | | |
| STREET ADDRESS: 603 Reynolds Drive | P.O. BOX: 580 | ZIP: 71273 |
| CITY & STATE & ZIP: Ruston, LA 71270 | TELEPHONE NUMBER: 225-927-6825 | TOLL FREE TEL. NO: 1-866-255-6825 |
| PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #12): | | |
| PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: Jack Hunt, Vice President | | FAX NUMBER: 318-255-8591 |
| VENDOR'S AUTHORIZED SIGNATURE:  | DATE: 3/25/19 | EMAIL: jhunt@hga-llc.com |

Offer valid for at least 90 days from date of proposal opening, unless otherwise stated here: _____ days. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

ACCEPTANCE OF PROPOSAL

If any or all parts of this proposal are accepted by the State of North Carolina, an authorized representative of the NC Department of Public Safety, Division of Purchasing and Logistics shall affix his/her signature hereto and this document and all provisions of this Request for Proposal along with the Vendor proposal response and the written results of any negotiations shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s). *This procurement complies with the State's own procurement laws, rules and procedures per 2 CFR § 200.317.*

FOR STATE USE ONLY: Offer accept and Contract awarded this _____ day of _____, 2019, as indicated on the attached certification, by _____

(Authorized Representative of North Carolina DPS)

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1.0 Introduction

1.1 The Storms

In October 2016, Hurricane Matthew sideswiped the entire southeastern coast of the U.S., remaining just offshore for most of its path along the coastline. Though it made landfall only briefly, the storm stalled over North Carolina for three days, unleashing torrential rains that left 17 counties in central and eastern North Carolina with record rainfall and flood levels. With the consistent, widespread rainfall, five critical river systems in eastern North Carolina overflowed their banks, with flood levels lasting as long as two weeks.



Figure 1: Flooding Rescue. *North Carolina Army National Guardsmen and local emergency services assist with the evacuation efforts in Fayetteville, N.C., on Friday, Oct. 8, 2016. U.S. Army National Guard photo.*

When the flood waters receded and FEMA assessed the impact, 50 counties in North Carolina had been federally declared as disaster areas, and several historically significant communities and key economic centers in eastern North Carolina were left with unprecedented damage. More than 34,000 homes experienced flood damage from Matthew, and 5,000 homes were left with major to severe damage. Total damages exceeded \$1.5 billion. While the financial and structural losses were staggering, most tragically, 28 North Carolinians lost their lives as a result of Matthew. Matthew's total economic impact was catastrophic; 800,000 families lost power, sections of I-95 and other major highways were shut down for weeks, and more than 77,000 homeowners needed to apply for FEMA assistance. Until Hurricane Florence would arrive two years later, Hurricane Matthew was North Carolina's flood of record.

Hurricane Matthew alone would have been a disaster for the state, but less than two years later, in September 2018, North Carolina was once again the victim of a slow-

moving hurricane—Hurricane Florence. Although it was only a Category 1 storm when it made landfall in southern North Carolina, it still packed 90-mph winds and heavy rains, and spun off several tornadoes. And much like Matthew, Hurricane Florence stalled for days over North Carolina’s southeastern and eastern coasts, dumping torrential amounts of rain before eventually making its way to West Virginia. Because it spent so long dumping rain on the state—more than 30 inches total in some areas, as shown in Figure 2 on page 3—and in combination with coastal storm surge and previous rains that had left the ground saturated, Florence’s flooding was even more devastating than Matthew’s had been. Now North Carolina had a new flood of record. Florence’s impact was particularly brutal, as several of the counties that had been most impacted by Matthew were again given the status of most impacted by Florence. In southeastern North Carolina’s inland agricultural counties, harvest was about to begin, and Florence flooded inland areas that had never flooded before. In eastern North Carolina, areas around New Bern (one of America’s oldest communities) and the Pamlico Sound experienced higher flooding than ever before recorded in written history. While FEMA continues to assess the final figures, property damage for North Carolina has been estimated at nearly \$17 billion, more than the state’s damages from Hurricanes Matthew and Floyd combined. Sections of Interstates 95 and 40 flooded, along with Route 70, and remained closed for days. Worst of all, at least 32 deaths were attributed to Hurricane Florence.

1.2 Recovery Efforts

In response to the catastrophic impacts and riverine flooding that followed Hurricane Matthew, HUD provided North Carolina with its first allocation of Community Development Block Grant–Disaster Recovery (CDBG-DR) funds since Hurricane Floyd. Through three appropriations, Congress has provided North Carolina with funds to address its Matthew recovery needs. North Carolina currently has access to two of these appropriations, and is using \$236.5 million dollars of CDBG-DR funds primarily to address housing recovery needs in the four most impacted counties (Cumberland, Robeson, Edgecombe, and Wayne), with 22 counties altogether currently having active Matthew recovery programs. Congress appropriated an additional \$168 million for Matthew mitigation measures, which the State plans to use for a state-run mitigation program; however, it is still waiting for HUD to publish regulations for this program in the Federal Register. In late 2017/early 2018, the State began to address its overall recovery needs, but discovered that how HUD addresses disaster recovery needs using CDBG-DR funds had undergone significant structural changes compared to traditional CDBG programs since Hurricane Floyd—the most recent major hurricane until Matthew—had struck North Carolina in 1999.

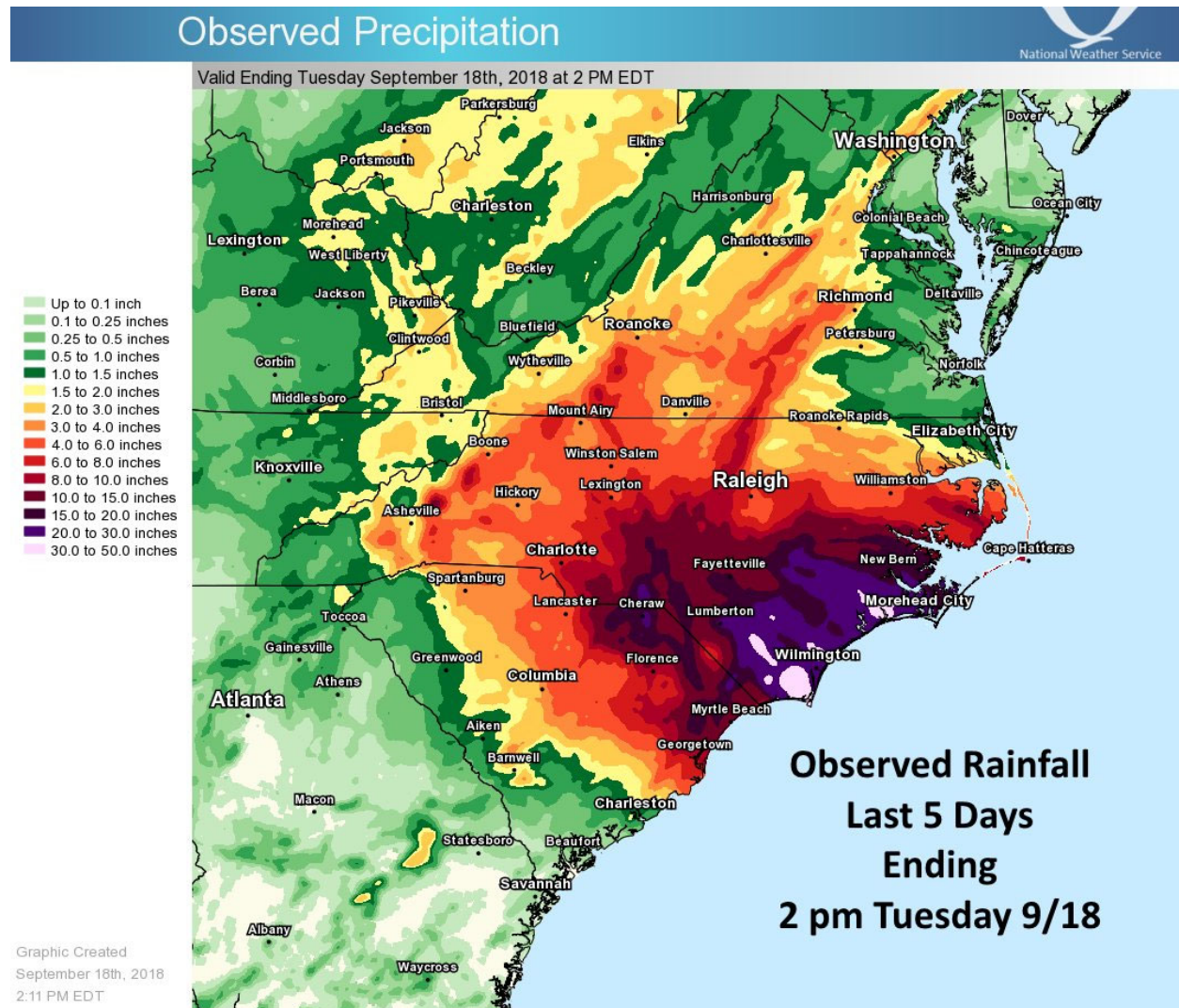


Figure 2: Hurricane Florence Rainfall Totals. *Large portions of the state received massive amounts of rainfall, leading to unprecedented flooding.*

Having had more experience working with CDBG-DR funds due to Matthew, the State began to make plans for Florence recovery shortly after the storm made landfall, triggering Tier 1 Environmental Reviews in heavily impacted counties. Meanwhile, Governor Cooper's team, working in coordination with the State's Congressional delegation, was able to secure \$1.68 billion in federal appropriations for the 2018 disaster. Working with the State Legislature, the Governor secured additional State Disaster Recovery Act funds to jump-start the recovery in eastern and southeastern North Carolina.

Recognizing the need to coordinate the state's recovery from both Matthew and Florence with multiple federal and state funding streams, the State of North Carolina established the North Carolina Office of Recovery and Resiliency (NCORR) in fall 2018

and designated it as the new grantee agency for management of all CDBG-DR awards made to the state by HUD, and as the state coordinating agency working with other federal disaster funds and state Disaster Recovery Act (DRA) dollars. In these capacities, the newly-created NCORR will manage all aspects of these HUD grants, including planning and policy development, recovery program administration, compliance monitoring, program financial management, and grant closeout for programs that include single-family home repair reimbursement, rehabilitation, and reconstruction; repair and replacement of manufactured homes; repairs to public infrastructure; rehabilitation of public housing units; rehabilitation of small rental properties and multi-family rental housing units; buyouts and acquisition of flood-prone residential properties; and the small business recovery loan program.

With over \$400 million in CDBG-DR funding for Hurricane Matthew available or expected, combined with hundreds of millions of additional CDBG-DR funds expected when North Carolina receives additional CDBG-DR funding for damages from Hurricane Florence, NCORR is seeking contractor assistance to provide staff augmentation, general grant coordination and management, and project management services for these grants. The HGA Team stands ready to provide these services, and any other related services that NCORR may discover a need for in the future. Because one of our proposed subject matter experts (SMEs), **Kris Van Orsdel, has been supporting North Carolina in its recovery from Hurricane Matthew** by providing technical assistance since 2017, **HGA has an intimate understanding of where North Carolina is now, where it wants to go from here, and how best to help it go there.**

1.3 Summary of HGA Team Qualifications

The HGA Team offers the following benefits to NCORR:

- **Subject Matter Experts:** A team of nationally-recognized experts in CDBG-DR program management and specialized areas of expertise, which we call our **Startup Task Force**, will assist NCORR with developing policies, procedures, and processes that adhere to the latest best practices. They will also support our “boots on the ground” staff augmentation personnel as needed throughout the life of the contract.
- **Experienced Staff Augmentation Personnel:** Most of the proposed staff far exceed the required experience and are already employed by the HGA Team member companies, or have committed to work on this project, and are ready to work in the Raleigh area long-term if they do not currently reside there.
- **Swift, Efficient Results:** With our Startup Task Force to help NCORR get off on the right foot, and our experienced staff to help implement the programs, we can

help NCORR get funds to the people of North Carolina quickly, but without risking costly mistakes along the way.

- **Familiarity with Staff Augmentation Services:** We have assisted in standing up other recovery agencies by providing staff augmentation and trained agency staff to transfer CDBG-DR knowledge and build internal agency capacity. In New York, our Team is currently performing final training of, and knowledge transfer to, state staff so that they can take over their programs as our contracts end.
- **Partnership-Focused Relationships:** Our philosophy is to work with a partnership mentality, where we build trust with our clients, communicate with them effectively, and ensure successful outcomes for our clients. We strongly encourage you to call on our references to confirm this.
- **Track Record of Compliance.** HGA has experienced **zero recapture of funds after managing billions of HUD dollars.** HGA has also **never lost money** for an applicant due to expiring funds.

2.0 General Background

HGA has put together a Team with extensive experience in supporting all aspects of CDBG-DR, to include setting up new programs through development of policies, procedures, and materials; training our own and customer staff side-by-side for better integration of the latest updates; and ensuring knowledge transfer when the contract is done, whether to NCORR staff or another contractor. We have demonstrated this in our past work for state recovery programs, where we are consistently awarded contracts for recompeted (and often expanded) work. The staff we are offering have relevant experience and can begin work immediately upon contract award. We are also proposing a group of high-level subject matter experts (SMEs) with decades of experience helping customers develop the right systems up front. This Startup Task Force will work on-site with the augmented staff, NCORR staff, and NCORR leadership to get things running smoothly—to give the State of North Carolina a firm foundation on which and by which to build its recovery

Our Team includes HGA, a prime contractor with significant experience in CDBG-DR and mitigation grant programs, and subcontractors GCR, Inc. (GCR); Mpact Strategic Consulting, LLC (Mpact); Financial Forensic, LLC (Forensic); and Wilson & Associates Consulting, LLC (WAC). Forensic is certified in North Carolina as a HUB. WAC is a HUD Section 3 firm and a woman-owned business enterprise (WBE). Mpact is an 8(a) small business. Both Mpact and WAC have applied for HUB certification in North Carolina; Mpact's certification is expected within two weeks of proposal submission.



HGA is in the process of obtaining its Certificate of Authority to Transact Business in North Carolina, and anticipates having this authority in hand shortly.

As prime contractor on the NCORR staff augmentation project, HGA will be responsible for the overall program management, subject matter expertise, and overall CDBG-DR regulatory compliance. GCR brings expertise in helping to set up programs via development of policies and action plans. Mpact has extensive monitoring and compliance experience. Forensic Financials has provided CDBG-DR financial services to numerous customers. Finally, WAC offers significant CDBG-DR infrastructure experience. These Team members have worked together successfully in the past, both with each other and with other contractors, on programs where as many as 20 different contractors had to work together to contribute to the effort.

2.1 Hunt, Guillot, and Associates, LLC (HGA)



Since opening its doors in 1997, HGA has grown into a top-ranked¹ program management and engineering firm, with a staff of more than 400 employees providing services in more than 30 states and several foreign countries. We have a proven track record of successfully delivering over \$7 billion in disaster recovery services across multiple programs and funding streams for state and local clients. HGA has been providing comprehensive, reliable support in the ongoing disaster recovery efforts across the States of Louisiana and New York—including administering the two largest CDBG-DR infrastructure programs in the country.

HGA Highlights

- 22 years in business.
- Limited Liability Company formed in 1997.
- Significant experience with large-scale state recovery programs in LA and NY, as well as local recovery programs.
- Significant expertise matching CDBG-DR funding with FEMA PA and HMGP funds.
- Excellent references from satisfied customers.

HGA was deeply affected by the devastation from Hurricanes Katrina and Rita in 2005 experienced by our home state of Louisiana. Our principals were moved to consult with local governments and communities to figure out the best way HGA could contribute to Louisiana's long-term recovery. In the early stages of this recovery, HGA assembled and led a team from across the state that blended more than 200 years of experience in CDBG-funded projects to offer a solution for Louisiana's infrastructure program. HGA combined its experience in program and project management, engineering, quality assurance/quality

¹ https://www.enr.com/toplists/2015_Top_50_Program_Management_Firms.

control (QA/QC), and project controls with small companies across the state with extensive CDBG programmatic experience. Working with the Louisiana Office of Community Development (OCD), we helped to **develop their program policies and procedures** and an **implementation plan** for successful program delivery. Through this contract, HGA also provided labor compliance monitoring services for the Katrina/Rita infrastructure projects and the Piggyback multi-family housing complexes.

The local relationships we developed under this state contract led to this HGA-led team being contracted directly by Louisiana cities and parishes (the Louisiana version of counties) to administer their CDBG-DR housing and infrastructure projects from Hurricanes Gustav, Ike, and Isaac. These local governments include St. Charles Parish, East Feliciana Parish, Calcasieu Parish, Pointe Coupee Parish, Lafourche Parish, Tangipahoa Parish, Jefferson Parish, West Baton Rouge Parish, St. John the Baptist Parish, Plaquemines Parish, and the City of Gretna.

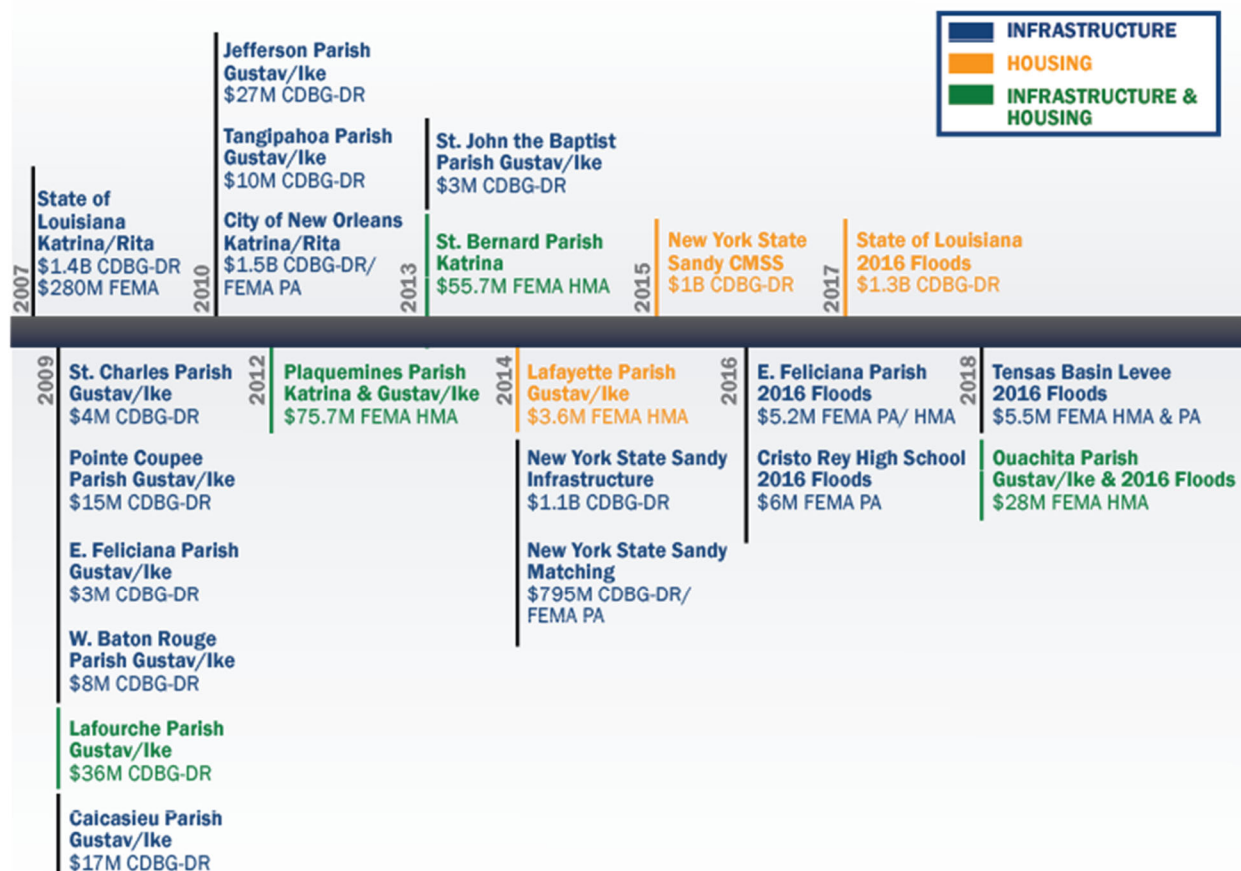


Figure 3: Timeline of HGA Disaster Recovery Work. HGA has been supporting state and local disaster recovery programs funded by HUD and FEMA since Hurricane Katrina struck our home state.



After reviewing our success in providing support to Louisiana's infrastructure program, the State of New York's Governor's Office of Storm Recovery (NY GOSR) entrusted our core staff to carry out their \$1.1 billion CDBG-DR Infrastructure Program, strengthened by the added capacity of **locally hired, internally trained staff**. We partnered with GOSR, jurisdictions throughout New York, and local firms to complete more than 350 CDBG-DR infrastructure projects to support their Hurricane Sandy recovery. NY GOSR subsequently contracted HGA to provide construction management support services for the 10,000 homes in New York State's \$1 billion New York Rising Housing Recovery Program. HGA developed program procedures, performed progress and final inspections, and managed construction change orders, including those determining whether homes would be reconstructed, rehabilitated, or elevated. We also coordinated with local building departments to certify compliance with the applicable building codes.

As evidence of HGA's successful support of these clients, the CDBG-DR program management work HGA started with expanded far beyond its original scope and ultimately to new customers, as our state and local customers asked us to provide support for management of FEMA Public Assistance (PA) and Hazard Mitigation Assistance (HMA) Programs with the expectation we would continue to provide the same level and quality of support. This work includes managing the NY GOSR PA Match Program and PA project management for multiple Louisiana parishes, a levee district, and a school system. Our HMA Program services cover housing (residential elevations, rehabilitations, reconstructions, and buyouts) and infrastructure recovery for Ouachita Parish, East Feliciana Parish, St. Tammany Parish, Lafayette Parish, St. Bernard Parish, and Plaquemines Parish.

After Louisiana's Great Floods of 2016 and just as the Hurricane Sandy housing recovery work in New York began winding down, HGA was contracted by the State of Louisiana OCD to provide interim and final housing inspections and damage assessments for the Restore Louisiana Homeowner Assistance Program. HGA's total CDBG-DR work to date in Louisiana alone—for OCD, parishes, and local public entities—comprises over \$3 billion in housing and infrastructure projects.

HGA's Housing-Specific Experience

What sets HGA apart from other firms is that we have successfully implemented and monitored housing programs, we know the common pitfalls, and can identify and mitigate issues before they become problems. Altogether, HGA has supported over \$3 billion in housing programs.

- Construction management support for the 10,000 homes in New York State's \$1 billion New York Rising Housing Recovery Program. HGA developed program procedures, provided progress and final inspections, and managed change orders to determine scope of mold-related damages. We also provided extensive coordination with local building departments and certification of code compliance.
- Inspection services for the 30,000-home, \$1.2 billion Restore Louisiana Housing Program, with scope including initial, interim, and final inspections as well as lead-based paint inspections.
- Monitoring services for the \$1 billion Louisiana Low-Income Housing Tax Credit Program, comprising 52 multi-family housing complexes with 7,618 units and requiring **coordination with more than 2,000 contractors** across 57 projects.
- Monitoring services for the \$8.3 million Louisiana Housing Corporation Affordable Rental Program, comprising three multi-family housing complexes with 88 units and requiring coordination with 37 contractors in the Program.
- Designing and administering the \$16.9 million Plaquemines Parish Housing Assistance Program, including all required inspections, construction management, and oversight.
- Managing residential elevations, acquisitions, and reconstruction programs in Lafayette, St. Bernard, Plaquemines, St. Tammany, and Ouachita Parishes.

HGA's Program Management Division focuses on improving community resilience in the face of disaster—more specifically, on helping governments navigate large-scale housing and infrastructure programs involving multiple funding streams, such as the HUD CDBG-DR program and FEMA PA and HMA programs. Through our project experience, we have become adept at leveraging all available funding streams to support a more comprehensive recovery for communities affected by disasters.

Over the years, HGA has grown from a single trailer to 10 office locations. HGA's headquarters is located in Ruston, LA, with additional offices in Houston and Fort Worth, TX; Baton Rouge, Shreveport, New Orleans, and Lake Charles, LA; Birmingham, AL; and New York City and Kingston, NY. We will open an office in the Raleigh area to support this contract most effectively. If additional opportunities arise, we will implement HGA's local hiring strategies, which have been proven successful on opportunities such as our support to the New York State Hurricane Sandy Recovery Program, to keep travel costs down and contribute to the local economy. Our Staffing Division gives us the flexibility to quickly ramp staffing up or down based on client need, and it is adept at identifying qualified local talent.

2.2 GCR, Inc. (GCR)



GCR, incorporated in 1979, is a professional services and technology firm with offices in New Orleans, Baton Rouge, and Covington, Louisiana; Windsor, Connecticut; Indianapolis, Indiana; Carson City, Nevada; Columbus, Ohio; and Ottawa, Ontario. GCR is one of HUD's Community Compass technical assistance providers, and GCR staff has stood up CDBG-DR shops in Louisiana, New Jersey, New York, and Puerto Rico.

With more than 270 employees, GCR has the capacity to provide a full range of administrative, programmatic, planning, and IT services related to CDBG-DR grant funding, including development of administrative and programmatic policies and procedures; staff training and capacity-building; project management; **action plan development**; public outreach campaigns; **data gathering and analysis**; program design and implementation; regulatory compliance, documentation, and eligibility reviews; software development; preparation for monitoring visits from HUD and the Office of the Inspector General (OIG); ongoing technical assistance; and grant closeout. GCR's subject matter experts and grant managers have experience leading and supporting disaster recovery efforts in Louisiana, New York, New Jersey, Tennessee, Massachusetts, California, Virginia, Alabama, Tennessee, Puerto Rico, and other locations around the U.S.

GCR's disaster recovery experts are most comfortable rolling up their sleeves to find creative solutions to complex problems. They are supported by a technology services backbone that provides GIS services, public portals, grant management tools, and reporting dashboards to help manage disaster recovery efforts more effectively. GCR's technology personnel have developed comprehensive data management solutions for multiple states, including an interactive dashboard to provide tracking of federal dollars for the states of Louisiana, New Jersey, and New York.

Another disaster recovery asset is GCR's Community Planning and Resilience team, which includes a group of community planning experts skilled in sustainable development, demographic analysis, and best practices for bringing equitable, catalytic change to communities recovering from disasters. This team turns evidence-based planning into data and visuals that clients use.

CDBG-DR Training

GCR is an industry leader in developing and delivering training to HUD grantees. Over the past several years, they have conducted training and capacity-building initiatives for almost 800 state and local government officials, subrecipient staff members, and implementation partners, on topics ranging from CDBG/CDBG-DR fundamentals and cross-cutting federal regulations to detailed discussions on procurement regulations, financial management, compliance monitoring, and record-keeping. GCR prepares presentations, manuals, desk references, checklists, and sample forms and other documents for use during training and to ensure that participants have useful resources in hand as they implement the concepts and actions included in each training session. Clients that received this training include the City of New Orleans; Springfield, MA; Jefferson Parish, LA; the Commonwealth of Puerto Rico; and the states of New York and California.

GCR leverages these diverse skillsets to provide comprehensive and customizable solutions to clients. Its resources enable them to engage immediately in recovery efforts to offer capabilities for rebuilding safer, stronger, more resilient communities. Because natural disasters and the resulting recovery efforts can vary greatly in magnitude, GCR offers services that are scalable and consistently effective regardless of the size of the disaster.

2.3 Mpact Strategic Consulting, LLC (Mpact)



MPACT Strategic Consulting LLC (Mpact) is a consulting and advisory services firm specializing in emergency management and disaster recovery. They have helped to stand up large, robust compliance and fiscal divisions for CDBG-DR grantees. They provide leadership and expertise in program strategy and design, program management, emergency preparedness, response, recovery, and resiliency. They have also led and participated in disaster recovery implementations and activities for project management and resiliency, grant administration, communications and outreach, case management, training and compliance, and monitoring services. Mpact is also a certified MBE and Disadvantaged Business Enterprise DBE and 8(a) certified federal small business firm, and is currently applying for certification by the State of North Carolina. Established in Texas in 2007, Mpact is headquartered in Houston, TX, and has a satellite office in New York City.

The Mpact team of consultants are instrumental in providing FEMA and HUD CDBG-DR grant management and disaster recovery assistance to federal, state, and local governmental entities. Their team of experts have helped and continue to help communities across the nation to prepare for, train for, and recover from some of the largest natural disasters, and they have demonstrated both leadership and effectiveness in speeding the pace of recovery and rebuilding more resilient communities.

Mpact's experienced team has participated in multiple federally funded disaster recovery programs and projects valued at \$100 million to over \$25 billion. In addition to these roles, its team members have consulted and led FEMA and CDBG-DR funded programs that required expert technical assistance, including policy development, regulatory support and analysis, project management, program design and implementation, regulatory and compliance monitoring, response planning, fiscal management, training, and vendor oversight and management.

Mpact's team of experienced professionals have extensive experience in administering and managing large and complex CDBG-DR- and FEMA-funded projects related to housing, infrastructure, and economic development programs. Individually and collectively, members of the Mpact team have often been selected to administer and provide financial accountability and stewardship of funds related to post-disaster recovery. Its team members have conducted financial assessments and provided grant administrative services in compliance with HUD and other regulations relating to funding sources. Mpact team members have documented controls and maintained accurate accounting records and other evidence related to costs incurred in providing services or providing guidance and training on HUD regulations and policies.

Many of Mpact's clients and projects require experienced personnel with relevant knowledge that will lead to direct efficiencies, enabling quick start-up efforts. Their start-up process includes accelerated detailed planning, staffing, training, process mapping, financial controls, and standard operating procedures development, to include layered quality control. They have also have provided technical assistance and training to support recovery staff, subrecipients, and contract/vendor partners related to compliance with state, FEMA, and HUD regulations. Their experience with multiple disaster recovery programs as well as years of knowledge and experience working with HUD-, FEMA-, and CDBG-DR-related projects and recovery programs, distinguishes them from their peers, and provides the management team with proven subject matter experts.

Mpact team members have a thorough understanding of both FEMA and HUD cross-cutting regulations with respect to recovery programs, as well as other federal, state, and local requirements. Their management of CDBG- and FEMA-funded programs has been a success from both the aspects of compliance and delivery of expected results and performance. Responsible stewardship of federal and state funds is always a priority in Mpact's operations.

2.4 Financial Forensic, LLC (Forensic)



FINANCIAL FORENSIC

Financial Forensic is a North Carolina-based limited liability company founded in 2012. It is a federally certified woman-owned small business (WOSB) and is certified as a HUB by the North Carolina Department of Administration. Its principal office is in Wilmington, NC—one of the cities directly impacted by Hurricane Florence. Being located in eastern North Carolina, Forensic has experienced first-hand how Hurricanes Matthew and Florence both impacted the communities and counties in that region.

Forensic provides **compliance services** to governments and private clients, in addition to consulting, financial forensic examinations, white-collar crime examinations, and forensic accounting services. Forensic's team specializes in providing advisory and monitoring services in highly visible multi-stakeholder environments with limited resources. Its professional team is made up of former national accounting firm partners and directors, experienced Certified Fraud Examiners, CPAs, former federal investigators, attorneys, subject matter experts, and testifying experts. This team of highly qualified professionals works together to create strategies to deliver valuable insight into complex matters. In a demanding regulatory environment, Forensic helps governments and government contractors to optimize performance while reducing the risk of fraud, waste, and abuse of government funds. Forensic has direct expertise in CDBG-DR, providing consulting, compliance, and fraud monitoring to the State of Louisiana immediately following Hurricane Katrina, and to the State of New York after Hurricane Sandy. As a North Carolina-based firm, Forensic is eager to apply its skills to ensure that funds directed to its home state are used in compliance with HUD rules and regulations.

2.5 Wilson & Associates Consulting, LLC (WAC)

WAC is a HUD-certified Section 3 business that is currently applying for North Carolina HUB certification. It has done extensive program management experience, which includes



overseeing and ensuring that a \$650 million subrecipient-driven program remains HUD-compliant. WAC was founded in 2014 as a woman-owned business in New York under the business leadership of Courtney Wilson. Her experience in managing disasters spanned a decade of natural disasters in Louisiana before she moved to New York to support the recovery from Hurricane Sandy. Our senior project manager, Krause Wilson, worked for a federally-focused disaster recovery firm for almost 20

years before joining Ms. Wilson as a technical advisor and project manager. While a relatively new firm, WAC's history as a company, has been steeped in the highly complex recovery effort for Hurricane Sandy—integrating multiple funding streams, such as FEMA's Hazard Mitigation Grants Program (HMGP) and PA programs with HUD's CDBG-DR funds, to provide as little out-of-pocket expense to the state and local governments as possible. WAC has also played a pivotal role in developing the \$125 million **Rebuild by Design** (RBD) program on Long Island, which deals with riverine flooding and how to introduce mitigative measures into an urban environment across multiple jurisdictions to both enhance the attractiveness of the area and greatly reduce the flood risk to the surrounding population.

Mr. Wilson was the lead for more than a dozen Presidentially-declared disasters, including the historic 2004 hurricane season in Florida (Charley, Francis, Ivan, and Jeanne); Hurricanes Katrina, Rita, and Gustav in the Gulf Coast region; and finally, Hurricane Sandy in New York. Ms. Wilson started her disaster experience in Louisiana during Hurricane Katrina, doing PA work with FEMA. She later migrated into the private sector, working as a Director at the Baton Rouge region's largest hospital, managing a staff of more than 250 employees in both day-to-day and crisis situations, including Hurricane Gustav.

Currently, WAC is leading contractor support for the NY State CDBG recovery effort on Long Island. It is managing approximately 100 projects with more than 30 government entities, managing \$650 million in CDBG-DR recovery funds for the Governor's Office of Storm Recovery (GOSR) Community Reconstruction Program. This included providing technical assistance to ensure compliance with federal and state regulations, managing draw requests, and ultimately helping them comply with closeout requirements. It is also managing the CDBG-DR funds used for several major infrastructure projects, including the Bay Park Sewerage Treatment Plant rebuilding (\$1 billion in total funds, of which \$100 million came from CDBG) and the Suffolk Sewer program (building a sewer system from the ground up for a total of \$390 million, of which \$43 million came from CDBG). WAC currently provides programmatic and technical resources to the effort, and while WAC is providing the leadership for the team focused on Long Island—the area of the state hit most severely by Sandy—they also pride themselves in being able to work well with other teams and companies involved in the recovery effort. While disaster recovery can be a chaotic environment potentially leading to conflict, scope overlap, and contractor competition, WAC knows how to “stay in their lane” to minimize friction between other contractors and the management efforts our government customers have to exert to keep things on track.

3.0 Knowledge of CDBG-DR Programs

As Table 1 on page 16 shows, the HGA Team has direct experience and extensive knowledge of the type of CDBG-DR programs that NCORR is implementing for its Hurricane Matthew recovery program. Our direct experience working with similar programs will help our team to work side by side with the NCORR staff at the program level immediately following contract award. We will meet the recovery needs of the citizens of North Carolina while concurrently minimizing risks and taking advantage of the best practices we have learned by working with other grantees. Our Team also has HUD and FEMA program-related experience that can be leveraged to support NCORR's recovery efforts when Congress makes its Hurricane Florence appropriations and HUD publishes and defines the \$168 million mitigation allocation made in 2018.

| Contractor: | | HGA | GCR | Mpact | Forensic | WAC |
|--|-------------------------------|-----|-----|-------|----------|-----|
| HUD Disaster Recovery Programs | | | | | | |
| Single-Family Housing | Reimbursement | ● | ● | ● | ● | |
| | Rehabilitation | ● | ● | ● | ● | |
| | Reconstruction | ● | ● | ● | ● | |
| | Elevation | ● | ● | ● | ● | |
| | Buyout/Acquisition | ● | ● | ● | ● | |
| Multi-Family Housing | Rehabilitation/Reconstruction | ● | ● | ● | ● | |
| | New Development | ● | ● | | ● | |
| | Rentals | ● | ● | ● | ● | |
| Public Housing | | ● | ● | ● | | |
| Infrastructure | | ● | ● | ● | ● | ● |
| Economic Development | | ● | ● | ● | | |
| Public Services | | ● | ● | ● | | ● |
| Resiliency/Mitigation (RBD, NDRC) | | ● | ● | ● | ● | ● |
| FEMA Fund Matching | | ● | ● | ● | ● | ● |
| FEMA Disaster Recovery Programs | | | | | | |
| Hazard Mitigation Grant Program (HMGP) | | ● | ● | ● | | ● |
| Public Assistance (PA) | | ● | ● | ● | | ● |

Table 1: HGA Team Experience with Disaster Recovery Programs. *Our Team has worked across a wide range of disaster recovery programs—not only CDBG-DR, but other HUD and FEMA programs as well. This will allow us to make recommendations about other potential funding sources and to train NCORR staff to recognize similar opportunities in the future.*

The Team's broad exposure to helping grantees implement many multi-faceted housing and infrastructure programs means that we have been exposed to many different approaches to accomplishing the same primary goals—helping the storm's survivors and their communities to recover from catastrophic disasters. We have developed partnerships and trust with other grantees that have allowed us to not only implement these programs quickly, but with confidence that the grantee's funds are being used in a federally compliant manner. We helped our clients manage these programs by developing and providing policies, procedures, standard operating procedures (SOPs), checklists, forms, and templates that have been approved by HUD, and in some cases, have been highlighted as innovative best practices. Our Team has conducted on-site and desktop monitoring of subrecipients and state-run programs to ensure compliance with federal and state regulations, and we have performed tiered environmental reviews. We proactively provide regular training and technical assistance to subrecipients and state partners, focusing on areas that we know HUD examines closely when it comes to monitoring and auditing grantees' programs. We have implemented processes and worked with numerous financial teams helping to incorporate changes to DRGR and federally reporting requirements. We have worked with grantees to ensure that the financial draw process is smooth, efficient, and as error-free as possible at the subrecipient and contractor levels.

The HGA Team's approach to compliance is proactive. We identify risks at the start, in order to focus more attention on the areas that have consistently proven to generate the greatest number of errors with the highest consequences. We update this analysis regularly as the program matures, to modify our monitoring "hot spots" to ensure that we mitigate the maximum risk with the minimum cost.

We will bring this experience and a toolkit of options (see Figure 4 on page 18) to address the CDBG-DR challenges that NCORR and all grantees face. Working with NCORR, we will quickly customize these tools as desired to meet the specific needs of North Carolina. Adapting existing products will move NCORR's program forward more quickly and effectively than creating them from scratch—and every minute saved is one less minute a survivor has to spend waiting for relief from Hurricanes Matthew and Florence.

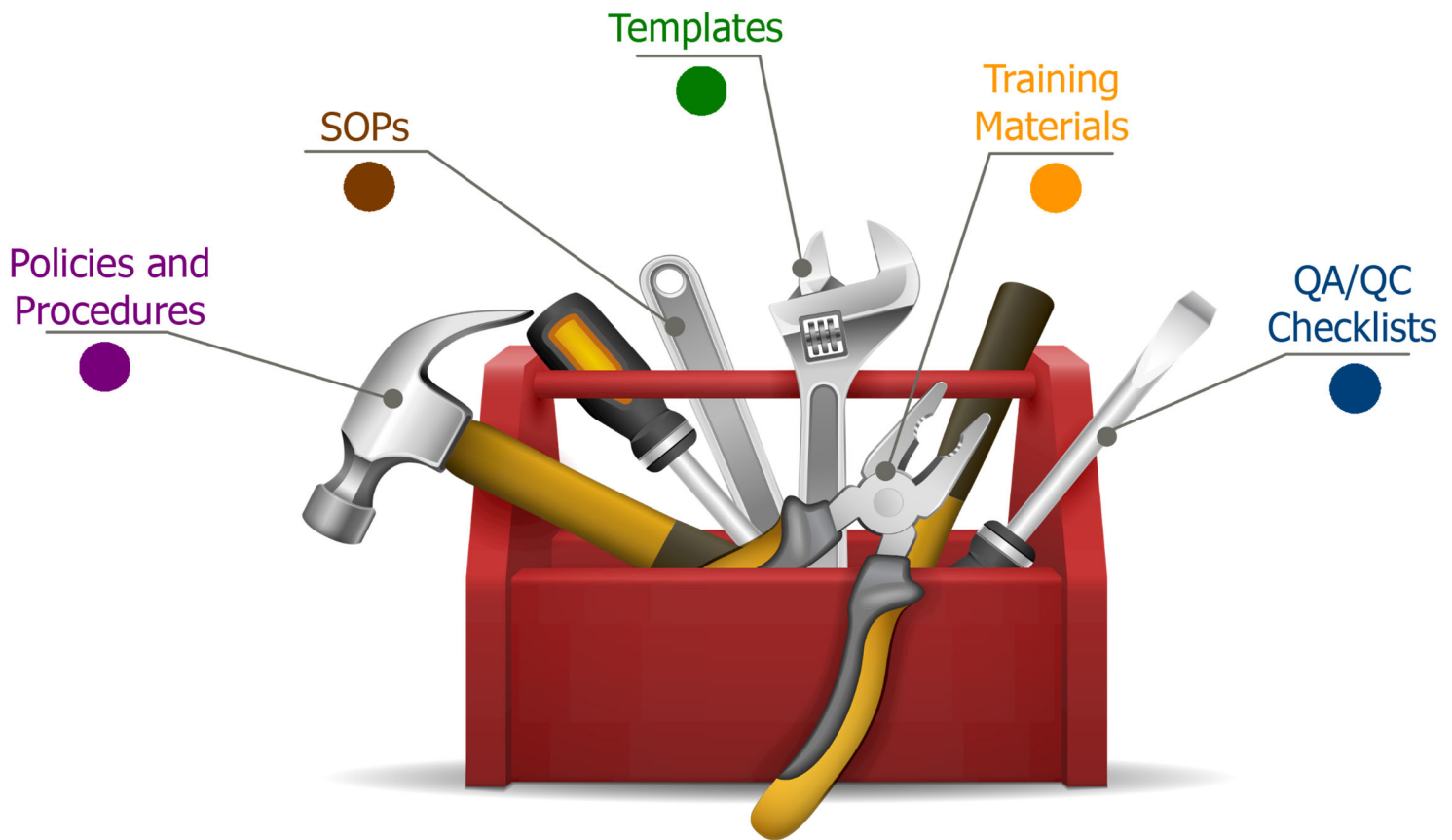


Figure 4: The HGA Team’s CDBG-DR Toolkit. *We will bring various vetted CDBG-DR tools from our previous projects for NCORR to adopt, adapt, or decide to replace, as appropriate. Seeing how other jurisdictions have tackled the disaster recovery process should give NCORR a good idea of how they would like to move forward.*

4.0 Experience

As Table 1 on page 16 showed, the HGA Team has experience working under all the programs that NCORR intends to implement, as well as others that may be considered in the future. We have also worked with many governmental agencies—largely at the state and county levels, but also at the municipal level. We have good working relationships with both HUD and FEMA due to our experience in these areas. As evidence of this, we provide some examples of relevant projects in Table 2 on page 21. The table also shows which SOW areas each project included and provides points of contact for the projects.

As Table 2 shows, the HGA Team has been working with CDBG-DR clients of similar or larger size compared to North Carolina since Hurricane Katrina. In these engagements, our Team has not only provided the staff positions that NCORR is requesting through this RFP; we have also provided a full range of services that CDBG-DR grantees need as

programs and departments are being developed, launched, monitored, and closed out. One distinction of the HGA Team is that its member firms have frequently seen our roles and scope with a CDBG-DR grantee expand over time due to the quality of work we provide, how we remain on budget, and how we engage and provide knowledge transfer to state staff.

The HGA Team has an excellent understanding of the nature of the project because we have been providing very similar services to Louisiana OCD for more than 10 years, and to New York GOSR for the past five years. Along the way, we have consistently won recompetes, demonstrating our customers' trust in us and satisfaction with our performance, while our customers have expanded our scope as their confidence in us grew. To truly understand the scope of our experience, we **strongly** recommend contacting any of our previous clients to discuss how we have become trusted agents within their organizations. We deliver on our commitments, and strive to self-manage so the customer rarely has to address any concerns that we have not already brought to their attention—along with a proposed solution. We have a culture of adherence to federal, state, and local policies that allows us to operate at high speed with little risk of recaptured funds. In fact, HGA has **never** had a dollar under their management recaptured by **any** federal program.

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Table 2: Team Experience by SOW Area. *These example projects represent work that is similar to the SOW tasks in size, complexity, or scope, all for governmental clients.*

| Contractor | Similar Project | DRGR | Relocation | Buyouts & Acquisitions | QA/QC | Plan & Policy Development | Environmental Review | Infrastructure | Training | Working w/ Other Contractors | Staff Augmentation | Point of Contact Information |
|------------|--|------|------------|------------------------|-------|---------------------------|----------------------|----------------|----------|------------------------------|--------------------|--|
| HGA | NY GOSR Hurricane Sandy CDBG-DR Infrastructure and Community Reconstruction Program | ● | ● | ● | ● | ● | | ● | ● | ● | ● | Natalie Wright, former Deputy Executive Director for Community Reconstruction, Infrastructure, and Small Business, NY GOSR (612) 868-4186 wright.2.natalie@gmail.com |
| HGA | NY GOSR Hurricane Sandy CDBG-DR Residential Construction Management Support Services | | ● | | ● | ● | | | ● | ● | ● | James Sohn, Director of Design and Construction, NY GOSR (510) 910-1265 james.sohn@stormrecovery.ny.gov |
| HGA | Plaquemines Parish CDBG-DR Housing Assistance Program | | ● | | ● | ● | ● | | | | | Hilda Lott, Grants Administrator, Plaquemines Parish Government (504) 297-5000 hlott@ppgov.net |
| HGA | LA OCD Hurricane Katrina/Rita CDBG-DR Infrastructure | ● | | | ● | ● | ● | ● | | ● | ● | Pat Forbes, Executive Director, LA OCD (225) 219-9600 Patrick.forbes@la.gov |
| HGA | Lafayette Parish Consolidated Government FEMA HMA Housing | | | ● | ● | ● | ● | | | ● | | Melanie Jumonville, Lafayette Consolidated Government (337) 291-7177 mjumonville@lafayettela.com |
| HGA | LA OCD Restore Louisiana CDBG-DR Residential Inspection Services | | | | ● | ● | | | ● | ● | | Jeff Haley, Chief Operating Officer, LA OCD (225) 341-2270 Jeff.Haley@La.gov |
| GCR | Puerto Rico CDBG-DR Technical Assistance for Hurricane Maria | | | | ● | ● | | ● | ● | ● | | Tennille Smith Parker, Director, Disaster Recovery and Special Issues Division, Office of Block Grant Assistance, HUD (202) 402-4649 Tennille.S.Parker@hud.gov |
| GCR | Jefferson Parish, LA Grant Management Support | | | | | ● | | ● | ● | ● | ● | Tamithia Shaw, Director, Jefferson Parish Department of Community Development (504) 736-6262 tshaw@jeffparish.net |

| Contractor | Similar Project | DRGR | Relocation | Buyouts & Acquisitions | QA/QC | Plan & Policy Development | Environmental Review | Infrastructure | Training | Working w/ Other Contractors | Staff Augmentation | Point of Contact Information |
|---------------------------------|--|------|------------|------------------------|-------|---------------------------|----------------------|----------------|----------|------------------------------|--------------------|--|
| GCR | NY GOSR Grants Management for Hurricane Sandy | | | ● | ● | ● | | ● | ● | ● | ● | Natalie Wright, former Deputy Executive Director for Community Reconstruction, Infrastructure, and Small Business, NY GOSR (612) 868-4186 wright.2.natalie@gmail.com |
| MPACT | NY GOSR Hurricane Sandy | | | | ● | ● | | | ● | ● | ● | Mr. Jonnel Doris, former Interim Director, Monitoring & Compliance, NY GOSR (212) 341-5043 JDoris@cityhall.nyc.gov |
| MPACT | LA OCD Restore Louisiana Homeowner Assistance Program | | ● | | ● | ● | | | | ● | | Lauren Tichenor Nichols, Director of Policy, Resilience, and Strategic Initiatives, LA OCD (225) 219-9600 Lauren.Tichenor@la.gov |
| MPACT | City of San Marcos, TX CDBG-DR Housing Program | | ● | | ● | ● | | | ● | ● | ● | Stacy Brown, Manager, City of San Marcos, TX (512) 805-2604 sbrown@sanmarcostx.gov |
| MPACT staff Gilbert Martinez | State of Texas Hurricanes Rita, Ike, and Dolly and Texas Wildfires Environmental Reviews | | | | | | ● | | | | | Heather Lagrone, Chief of Staff, Texas General Land Office (512) 475-5000 Heather.Lagrone@glo.texas.gov |
| Forensic | NY GOSR Hurricane Sandy CDBG-DR Housing Recovery | ● | ● | ● | ● | ● | | | ● | ● | | Dave Martin, Program Manager, NY GOSR (972) 567-6401 davemartin@kmrcr.com |
| Forensic | State of Louisiana Hurricane Katrina Single- and Multi-Family Housing Recovery | | ● | | ● | ● | | | ● | ● | | Joe Spinelli, KPMG (prime contractor) (917) 543-3625 joseph.spinelli@ankura.com |
| Forensic | State of New Mexico Disaster Recovery Resiliency Grant Support | | | | | ● | | ● | ● | ● | ● | Wendy Blackwell, NM State Hazard Mitigation Officer (505) 476-9676 wendyblackwell@state.nm.us |

| Contractor | Similar Project | DRGR | Relocation | Buyouts & Acquisitions | QA/QC | Plan & Policy Development | Environmental Review | Infrastructure | Training | Working w/ Other Contractors | Staff Augmentation | Point of Contact Information |
|------------|---|------|------------|------------------------|-------|---------------------------|----------------------|----------------|----------|------------------------------|--------------------|--|
| WAC | NY GOSR Sandy Infrastructure and Community Reconstruction Program | ● | | ● | ● | ● | ● | ● | ● | ● | ● | Natalie Wright, former Deputy Executive Director for Community Reconstruction, Infrastructure, and Small Business, NY GOSR (612) 868-4186 wright.2.natalie@gmail.com |
| WAC | Texas HMGP Applications | | | ● | ● | | | | ● | ● | | Elmer DeForest, Mayor, Seadrift, TX (361) 785-2251 seadriftmayor@tisd.net |
| WAC | NY DHSES HMGP Support | | | | ● | ● | | ● | ● | ● | ● | Joe Sikora, Hazard Mitigation Team Chief, NY Division of Homeland Security and Emergency Services (DHSES) (518) 292-2373 joseph.sikora@dhses.ny.gov |

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5.0 Staffing



The HGA Team is offering a staff comprised of two main groups: our Startup Task Force, and the staff augmentation personnel requested in the RFP. Both groups are presented in Figure 5, the project organizational chart on page 27.

Project Manager Jack Hunt will have responsibility for overall project performance. He will serve as NCORR's single point of contact for both contract-related issues and issues concerning performance, progress review, scheduling, and service. Mr. Hunt is a proven leader, with experience overseeing and managing over \$1 billion in CDBG-DR-funded programs that include infrastructure,

housing, economic development, resiliency, and grant fund matching. Most recently, he has served as the HGA Program Manager for the Restore Louisiana Housing Assistance Program, where he oversaw the stand-up and implementation of inspection services. Under his leadership, the HGA Team set the gold standard for inspection quality on the Restore program, with a third-party quality assurance and quality control pass rate exceeding 99%.

HGA's Superior Quality Is Contagious

When HGA was selected to provide inspection services to LA OCD for the Restore Louisiana Housing Program, the **initial inspection providers were having significant issues with quality, experiencing fail rates of 25–30% and occasional monthly fail rates exceeding 50%.** These vendors were advising that quality standards were too high, and the required quality review was too stringent. When the review for the first 100 of HGA inspection files had been completed, the third-party reviewer identified three fails, for a fail rate of 3%. Since those three fails in the first 100 files, HGA has had approximately three additional fails out of the more than 5,000 damage assessments we have completed, maintaining a cumulative **99.9% pass rate.** The Restore Louisiana Program also benefited when **HGA's superior quality forced the other vendors to apply more stringent QA/QC processes,** raising their quality to 90% or better.

Mr. Hunt has managed multiple recovery programs in Louisiana, including a state-run FEMA HMGP-funded housing elevation program; parish-level FEMA HMGP- and CDBG-DR-funded housing and infrastructure programs; and recovery projects associated with the BP Oil Spill. Following Hurricane Sandy, Mr. Hunt stood up HGA's team for NY GOSR's infrastructure program. He was responsible for development of the implementation plan, which included policies, procedures, workflows, etc., and for



implementing HGA's reporting and tracking systems for the programs. Mr. Hunt oversaw a team of more than 40 professionals who were spread from Albany, NY to Long Island, embedded with program subrecipients. His additional New York experience includes managing HGA's CDBG-DR construction management support services contract and HGA's FEMA PA Match Program contract with NY GOSR, and serving as Project Controls Manager for the New York City Rapid Repairs Program.

Because our current contract with NY GOSR is coming to its end as we transfer knowledge and responsibility for the program back to the client, we have experienced personnel ready to get to work helping NCORR and the state of North Carolina. The qualifications of our individual staff are presented in summary in the following sections, while detailed résumés are provided in Appendix A, beginning on page A-1.

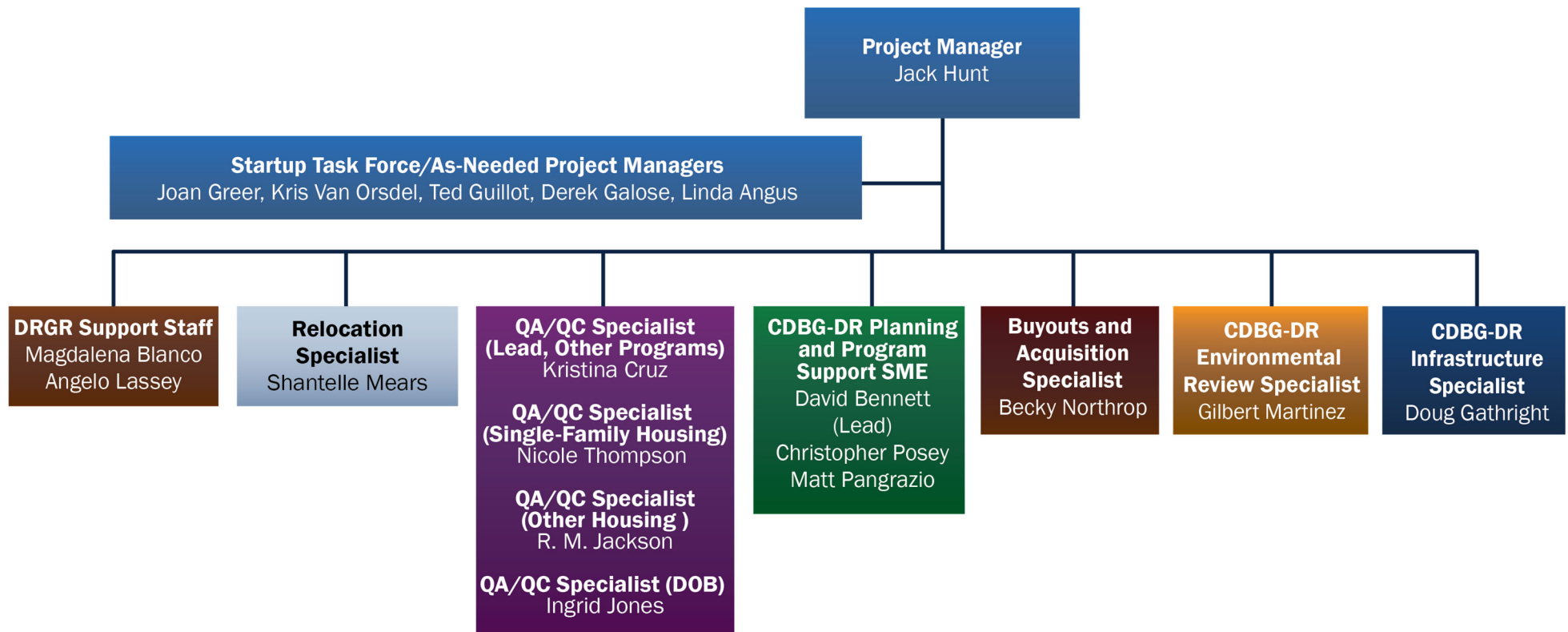


Figure 5: Project Organizational Structure. While HGA will manage the project and take responsibility for overall performance, we have built a blended team of staff from all of our Team members. This group is on board and ready to put their experience to work for the state of North Carolina. They will function as a seamless whole, pulling together to provide NCORR with superior support services and local communities with the help they so sorely need to return to their normal lives.

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5.1.1 Qualifications for Startup Task Force

The SMEs that make up our Startup Task Force have distinguished themselves in the world of disaster recovery. We have provided biographies below to summarize their impressive qualifications. The only required experience for these As-Needed Project Managers (Task 8) is a minimum of three years of project management experience, with prior experience in CDBG-DR housing programs preferred. Each of these Task Force members have met those requirements many times over. Detailed résumés for them are provided in Appendix A, beginning on page A-1.



Joan Greer, As-Needed Project Manager. Ms. Greer has more than 27 years of experience leading the execution of large-scale, complex programs and projects with multiple stakeholders. She has provided leadership and direction to multiple disaster programs in Louisiana, New Jersey, and the U.S. Virgin Islands (USVI). Following Hurricane Katrina, Ms. Greer directed staff supporting program design and policy development for Louisiana’s Small Rental Property Program. For Louisiana’s Hurricane Katrina CDBG-DR–funded homeowner program, Ms. Greer directed more than 700 staff in 12 assistance centers

to provide intake and eligibility determination for more than 240,000 applications, which ultimately resulted in awards for more than 135,000 homeowners. In New Jersey, she directed start-up operations for Hurricane Sandy CDBG-DR–funded housing recovery programs, including the hiring and training of more than 300 program staff, establishment of a 60-seat call center, and opening nine county assistance centers. Most recently, Ms. Greer provided technical assistance to the USVI’s development of its Action Plan for Hurricanes Irma and Maria through a HUD Community Compass contract. In her career, Ms. Greer has managed multiple outreach events to communicate with local officials, stakeholders, and potential applicants. She has continually demonstrated outstanding success in executing large-scale initiatives in highly matrixed environments. She excels at bringing together multiple entities to work together towards a common goal.



Kris Van Orsdel, As-Needed Project Manager. Mr. Van Orsdel has been **supporting North Carolina in its recovery from Hurricane Matthew since 2017**, providing technical assistance in the implementation of the \$236 million CDBG-DR program focused on the restoration and repair of housing stock. With a focus on compliance, he has worked with North Carolina to **design and implement both housing and infrastructure programs**, including drafting the substantial Action Plan Amendment and the *Housing and Infrastructure Programs CDBG-DR Administrative Manual*.

In addition to his Hurricane Matthew recovery efforts, Mr. Van Orsdel's other positions have also targeted the recovery and revitalization needs of citizens, communities, local economies, governments, and the environment following the largest natural and man-made disasters in U.S. history, to include Hurricanes Katrina, Rita, Gustav, Ike, and Sandy, and the Deepwater Horizon BP Oil Spill. Mr. Van Orsdel has served as the Director of Infrastructure and Local Government Programs for NY GOSR, where he created, developed, and managed recovery programs using the \$1.3 billion of HUD CDBG-DR funds provided to the state to address recovery needs from five disasters. In New Jersey, he served as Assistant Director for Recovery Programs and established programs so that New Jersey could access \$600 million in CDBG-DR funds to address infrastructure, local government, and small business recovery needs following Hurricane Sandy. Previously, Mr. Van Orsdel provided policy advisory services for the Deepwater Horizon Gulf Restoration Program and the Louisiana Recovery Authority.

Mr. Van Orsdel is a former Director of Planning and Research/Senior Consultant for the South Carolina Department of Health & Human Services and also served as an Economist & Finance Analyst for the North Carolina Department of Revenue. He possesses a financial research background, with excellent government relations, community engagement and public speaking skills, and a proven track record of increasing operational efficiencies, reducing bureaucratic red tape, and identifying funding streams to support programs. In fact, Mr. Van Orsdel ran the **largest non-federal share local match program in the history of the CDBG-DR program**, using HUD funds to match FEMA PA, HMGP, and Environmental Protection Agency (EPA) storm mitigation loan projects. He has **secured billions of dollars for recovery** through FEMA and HUD.



Ted Guillot, As-Needed Project Manager. Mr. Guillot specializes in integrating traditional project management with regulatory compliance best practices through the creation of organizational frameworks, work plans, and functional toolkits that guide the administration of complex recovery and resilience-building initiatives. As the Director of GCR's Community Planning & Resilience Division, he has partnered with local and state governments in the design and implementation of innovative disaster recovery projects and programs aimed at creating more resilient communities. He also manages and serves as a SME on GCR's HUD Community Compass technical assistance contract.

His recent work includes leading the GCR team that supported several jurisdictions in **HUD's National Disaster Resilience Competition (NDRC)**, for which he served as a facilitator and subject matter expert at the Rockefeller Foundation's Resilience Academies. He has supported the California Department of Housing and Community Development in establishing recovery infrastructure and program design following the 2017 wildfires and mudslides. In Louisiana, Mr. Guillot worked with the OCD to develop the CDBG-DR Action Plan and Amendment that outlined how Louisiana plans to facilitate recovery from the Great Floods of 2016. Prior to joining GCR, he worked at the Louisiana Housing Corporation, where he directed the design and administration of over \$800 million in CDBG-DR-funded disaster recovery programs that addressed the state's recovery needs following Hurricanes Katrina, Rita, Gustav, Ike, and Isaac.



Derek Galose, As-Needed Project Manager, brings more than 20 years of experience with environmental reviews and historic preservation, and more than 14 years supporting disaster recovery programs. He has worked with HUD environmental staff to streamline the process for completing tiered environmental reviews for CDBG-DR programs and brings excellent experience with developing, reviewing, and implementing programmatic agreements. Mr. Galose also offers a unique combination of perspectives, having worked as a federal employee for FEMA, as a Louisiana state employee, and in the private sector—all in the area of environmental reviews and historic preservation. Derek

Galose meets the Secretary of the Interior's (SOI) Professional Qualification Standards. He has extensive hands-on experience overseeing preservation, rehabilitation,

restoration, and reconstruction activities for multiple federal and state disaster recovery projects involving National Register of Historic Places (NRHP) properties and districts. In South Carolina, Mr. Galose completed a tiered environmental review for their program (24 CFR 58.15), allowing the state to streamline the environmental review process for their programs that included repetitive activities at scattered locations. This system has been proven to allow completion of a Tier 2 in less than two days, and in some cases, less than 24 hours.



Linda Green Angus, As-Needed Project Manager. Ms. Angus founded Financial Forensic LLC with her business partner in 2010. She has worked on behalf of a disaster management client to serve as the **Director of Monitoring and Compliance for the Hurricane Sandy Housing Program** in New York. She managed a project worth more than \$60 million for the anti-fraud, waste, and abuse effort for the Hurricane Katrina \$12 billion housing program. She recently served as a grant SME and monitor for a major county government in New York, and as a SME on FEMA and CDBG matters for the New York State Association of Counties.

5.1.2 Qualifications for Proposed Staff Augmentation Positions

Because the requested qualifications for our proposed staff vary according to the positions, we have provided below in Table 3 through Table 9 (pages 33–35) a summary of those qualifications and how each person meets them. Detailed résumés for all staff are provided in Appendix A, beginning on page A-1.

Stable Staff Support

While providing CDBG-DR support to NY GOSR, HGA and its subcontractors experienced **nearly zero turnover**. The people who were originally proposed, who came in during program start-up, are the same people now helping to close out the program.

Table 3: Task 1 Staff Qualifications. *The RFP specifies the following requested experience and qualifications for **Disaster Recovery Grant Reporting System (DRGR) Support Staff**.*

| Qualification | Magdalena Blanco | Angelo Lassey |
|--|------------------|---------------|
| 3 Years Direct Experience DRGR Management | 5+ years | 3 years |
| 3 Years Direct Experience Financial Management | 7+ years | 7 years |
| DRGR Action Plan Experience | ✓ | |
| DRGR System Experience | ✓ | ✓ |
| QPR Experience | ✓ | ✓ |
| Financial Procedures Experience | ✓ | ✓ |
| Draw Requests Experience | ✓ | ✓ |
| Grantees worked with | State of Texas | Louisiana OCD |

Table 4: Task 2 Staff Qualifications. *The RFP specifies the following requested experience and qualifications for the **Relocation Specialist**.*

| Qualification | Shantelle Mears |
|--------------------------------------|-----------------|
| 3 Years Direct Experience URA | 3 years |
| URA SOP/Workflow Experience | ✓ |
| Monitoring URA Compliance Experience | ✓ |
| Grantees worked with | Louisiana OCD |

Table 5: Task 3 Staff Qualifications. *The RFP specifies the following requested experience and qualifications for the **Buyout & Acquisition Specialist**.*

| Qualification | Becky Northrop |
|---|--------------------------|
| 3 Years of Experience in Buyout & Acquisitions Program | 3+ years |
| Disaster Risk Reduction Areas (DRRA) Experience | ✓ |
| Application Intake & Communications Experience | ✓ |
| Development of Manuals, Policies, Procedures Experience | ✓ |
| Buyout and Acquisition Compliance Experience | ✓ |
| Grantees Worked with | New York, North Carolina |

Table 6: Task 4 Staff Qualifications. *The RFP specifies the following requested experience and qualifications for **Quality Assurance/Quality Control Specialists**.*

| Qualification | Kristina Cruz | Nicole Thompson | R. M. Jackson | Ingrid Jones |
|--|--|-----------------|--|--------------------|
| 3 Years Compliance Experience | 9+ years | 6 years | 15+ years | 10+ years |
| Single-Family Housing Experience | ✓ | ✓ | ✓ | ✓ |
| Other Housing Experience | ✓ | ✓ | ✓ | ✓ |
| Other Program Experience | | ✓ | ✓ | ✓ |
| DOB/VOB Review Experience | ✓ | ✓ | ✓ | |
| Monitoring Plan Development | ✓ | | ✓ | |
| Program & Subrecipient Monitoring Experience | ✓ | ✓ | ✓ | ✓ |
| Vendor Monitoring & Quality Reviews | ✓ | ✓ | ✓ | |
| Grantees worked with | Texas, New York, City of San Marcos, TX, South East Texas Council of Governments | New York (GOSR) | Louisiana, Hammond, LA, St. James Parish, LA, Spartanburg, SC, Vermillion County, IL | State of Louisiana |

Table 7: Task 5 Staff Qualifications. *The RFP specifies the following requested experience and qualifications for **CDBG-DR Planning and Program Support SMEs**.*

| Qualification | David Bennett | Christopher Posey | Matt Pangrazio |
|--|---------------|-------------------|----------------|
| 5 Years Direct Policy and/or Implementation Experience | 27 years | 15+ years | 9+ |
| 3 Years Direct Policy and/or Implementation Experience | ✓ | ✓ | ✓ |
| Authoring Original Action Plan Content | ✓ | | ✓ |
| Action Plan Expertise | ✓ | | ✓ |
| Data Analysis Expertise | ✓ | ✓ | ✓ |

| Qualification | David Bennett | Christopher Posey | Matt Pangrazio |
|------------------------------|---|--|--|
| Policy Generation Experience | ✓ | | ✓ |
| Unmet Needs Analysis | ✓ | ✓ | ✓ |
| Grantees worked with | Virginia, Arlington County, VA, Fairfax County, VA, City of Falls Church, VA, NY GOSR, Montgomery County, MD, New York City (Build It Back Program) | New York City, New York State, City of New Orleans, State of Louisiana | Louisiana (Katrina/Rita, Gustav/Ike, and 2016 Floods), Texas, Puerto Rico, California, Norfolk, VA |

Table 8: Task 6 Staff Qualifications. *The RFP specifies the following requested experience and qualifications for the **CDBG-DR Environmental Review Specialist**.*

| Qualification | Gilbert Martinez |
|--|----------------------|
| 3 Years Direct Experience Environmental Review | 10+ years |
| Tier 1 Environmental Review Experience | ✓ |
| Tier 2 Environmental Review Experience | ✓ |
| Compliance Documentation Experience | ✓ |
| Grantees worked with | Texas, New York City |

Table 9: Task 7 Staff Qualifications. *The RFP specifies the following requested experience and qualifications for the **CDBG-DR Infrastructure Specialist**.*

| Qualification | Doug Gathright |
|--|--|
| 3 Years Direct Experience Infrastructure | 15+ years |
| Authoring infrastructure policies, procedures, manuals | ✓ |
| Implementing infrastructure programs | ✓ |
| Action Plan support | ✓ |
| Grantees worked with | Louisiana, New York, Point Coupee Parish, Calcasieu Parish |

6.0 Plan to Meet the Scope of Work

HGA's approach to ensuring a successful NCORR staff augmentation program begins with conducting a detailed initial review of the recovery program's manuals and operating procedures to help identify areas where support is needed, while simultaneously moving quickly to embed our team with the NCORR staff in Raleigh. Unlike some firms that are seeking to hire new staff to support this staff augmentation, the HGA Team has already identified current employees and trusted consultants who want to see NCORR succeed and have gotten commitments from them. **They are ready to be in Raleigh to begin work within one week after contract execution.** The HGA Team has a proven track record of embedding our team members within newly formed CDBG-DR organizations and helping them get off on the right foot. In multiple programs, we have provided knowledge transfer to our customer's staff, so that as they mature and become more familiar with the programs and their rules, the state staff can assume responsibility for the programs. HGA is currently in the process of doing this for the State of New York. When you check our references at NY GOSR, please ask them for their take on the success of this program and our knowledge transfer efforts.

In addition to our proposed personnel for the requested staff positions, the HGA Team proposes offering our Startup Task Force, a group of seasoned SMEs (included under "As-Needed Project Managers") that are available to assist with start-up as needed or requested by NCORR. We envision that the Startup Task Force will assist with initial reviews and help NCORR to implement best practices and put robust processes in place to successfully implement their programs. **The Startup Task Force will be available to assist as needed at any time throughout the life of the contract.**

6.1 Initial Review and Analysis

Upon notification of contract award, the HGA Team will immediately begin to analyze and review all program policy and procedure manuals and any supporting materials, forms, and documents used by the NCORR CDBG-DR programs or functional areas. This initial analysis will familiarize us with how North Carolina's disaster recovery programs are currently being managed, so that we can support NCORR most effectively while embedded. This analysis will also allow our Startup Task Force to identify best practices that have been used by other HUD grantees that our Team has worked with, in areas such as Louisiana, New York, Texas, California, and Puerto Rico. Our Team will prepare short written synopses of these best practices and a summary of options for the NCORRR program staff to consider, citing where each best practice has been used and what benefit it will bring to NCORR and the program recipients. The Team will also produce a summary report for each program's policy and

procedures manual to identify any content that may result in HUD-related monitoring and compliance issues.

Program Start-Up Support

GCR has helped customers start up more than 15 of their CDBG-DR programs, including ones under Restore Louisiana and NY Rising, and California's new programs to address wildfire damages. They provided support for development of action plans, policies, SOPs, program manuals, and supporting materials such as forms and checklists. As one example, GCR helped to develop more than 20 action plans or amendments. **HGA is currently supporting the U.S. Virgin Islands (USVI) in development of their CDBG-DR Action Plans**, including program policies and procedures for environmental review and homeowner reconstruction and rehabilitation.

Upon award notification, we will also request any SOPs currently in use by NCORR staff so that we can immediately begin to understand the program's internal processes. This analysis will also help us to identify potential operating efficiencies, recommend them to NCORR, and identify potential areas of risk that NCORR may want to mitigate. If an SOP or a policy and procedure manual does not exist for a given program or department, our Team will confirm with NCORR leadership that these manuals or SOPs need to be developed. Our Startup Task Force and staff SMEs will develop outlines for NCORR to review and

approve, then flesh out those outlines into the manuals and SOPs. With our companies having spent more than 50 combined years helping HUD CDBG-DR grantees to ensure compliance in both programs and back-office operations (environmental reviews, finance, procurement, labor laws, and monitoring and compliance), we will use this experience to get these SOPs in place quickly.

Next, we will request and review environmental review documentation, so that we can become familiar with how the Tier 1 Environmental Reviews were conducted, as well as any site-specific (Tier 2) reviews that have been submitted to HUD. For environmental reviews, in addition to embedding a staff member, we would recommend that NCORR leadership and its certifying office consider using HUD's online environmental process, the HUD Environmental Review Online System (HEROS), which we are currently using in the U.S. Virgin Islands. Our Startup Task Force can facilitate a discussion of this system and its potential advantages and drawbacks and, if NCORR is interested, promote a discussion with HUD about implementing this system for NCORR.

Finally, so that our Team can understand what has been filed with HUD to date, we will request copies of NCORR's DRGR set-up and HUD required reporting documents, including but not limited to the quarterly progress reports (QPRs), contract, and any other monitoring and compliance documents that HUD requires. We will also provide a summary document to recommend staffing structures that NCORR could consider



using to ensure that the programs remain compliant as additional CDBG-DR funds flow to the State. This would include not only the staff augmentation provided by the HGA Team, but also staffing models used by other grantees to good effect.

6.2 Staff Augmentation

To be successful in standing up CDBG-DR programs, HGA must not only provide technically component staff with the levels of experience needed to make NCORR successful; we must also provide staff members who can work side by side with their State counterparts. Immediately upon award notification, the HGA Team staff whom we are proposing to work with the NCORR staff will be available to meet with NCORR. Should NCORR have reservations about any of the proposed staff, the HGA Team will quickly find an acceptable replacement.

The HGA Team's approach to staff augmentation goes beyond providing day-to-day staff who will work in NCORR's offices, or offering our Startup Task Force to enhance and speed up program work. Members of our management team, such as Project Manager Jack Hunt, SME Kris Van Orsdel, and Mpac's President Spurgeon Robinson, will work in Raleigh during start up to ensure that NCORR is comfortable with the program processes and staffing structure as it gets off the ground. They will continue to provide as-needed support throughout the life of the contract, and will remain engaged to ensure that our services are meeting the expectations of NCORR.

The HGA Team will measure success in the same manner that it has on prior successful engagements. We will work with NCORR to develop discrete deliverables that our staff is responsible for and will regularly track progress on them through quantitative and qualitative measures to provide transparency into our progress on assigned tasks or scopes. HGA envisions developing agreed-upon deliverables that tie to levels of effort (man-hours), budgets, and timelines. From those metrics, HGA will develop reports that will be reviewed at an agreed-upon frequency to ensure alignment and customer satisfaction. In all our programs, HGA puts an extreme focus on transparency in reporting and tracking. In fact, we believe that much of our success is due to our focus on this. We have included some sample reports that we have developed on prior programs in Appendix C beginning on page C-1. We will work with NCORR to ensure that our reporting will meet their expectations and ensure a successful implementation of the requested services.

The HGA Team also has a long history of working successfully with many different types of contractors in various roles. We have worked with multiple systems of record, and have taken advantage of the many recent technological advances that help users to

administer CDBG-DR funds more efficiently, such as Elation for Davis-Bacon analysis, HEROS for environmental reviews, advanced GIS capabilities, and new platforms for sharing and uploading data easily. The HGA Team can bring these proven tools to NCORR; systems such as Elation and HEROS would easily tie into Salesforce, the NCORR's current system of record; HUD's Disaster Recovery Grant Reporting (DRGR) system; and any public-facing websites. This would make HUD reporting and compliance more efficient while minimizing the risk of delays or stop-work orders.

The approach our staff will use to address each task listed in the RFP is discussed in Section 6.4 beginning on page 39.

6.3 Knowledge Transfer

A key component of the HGA Team strategy is to begin to transfer knowledge to State staff shortly after an engagement begins. This is an ongoing process as the program changes from one phase to another. The processes needed for developing applications are clearly different from those necessary for supporting procurements or executing construction contracts. We use phased training to ensure that the training is current and fresh in the State staff's minds as we enter each phase. We will also develop customized training for key State staff to rapidly spin them up on specific tasks the State is interested in taking over. Using this approach, we have provided staff augmentation to other CDBG-DR grantees and left them better able to manage their remaining grant work, and we anticipate providing similar training and mentorship to NCORR staff as directed. For example, in New York, HGA has developed and conducted Grant Administrator training for NY GOSR staff, complete with materials and examples for the Grant Administrators to work through. We then followed up with supervised on-the-job training where NY GOSR staff received regular feedback and support from senior HGA staff.

6.4 Task-by-Task Approach

6.4.1 Task 1: Provide Disaster Recovery Grant Reporting System (DRGR) Support Staff

The HGA Team understands that for any recovery program to be effective, the entire organization needs to operate efficiently and effectively, with the finance, legal, and monitoring and compliance departments being critical to success. Without these departments working in coordination with the program staff, fiscal draws from HUD to implement specific recovery programs could not be made; imperfect oversight of contractors and subrecipients could create financial risks for the State; and funds could even be clawed back. Simply put, DRGR and financial management systems need to be

set up in a manner that allows NCORR to draw funds in a timely manner to address statewide recovery needs; to reimburse the wide range of contractors and homeowners in timely fashion; and to apply strong oversight to ensure that these fiscal processes can pass HUD's monitoring and audits.

Magdalena Blanco, DRGR Support Staff

Magdalena Blanco's experience includes serving as the Assistance Director of Finance for the Texas General Land Office (GLO), where she managed and maintained HUD's DRGR portal for financial reporting. While at the GLO, she provided critical and invaluable management counsel to executive leadership towards achieving the least amount of exposure on tasks across teams, including DRGR action planning. Ms. Blanco managed the finances of a \$3.7 billion federal CDBG-DR grant program, to include overseeing a \$158 million operating budget, cash management operations, compliance with state and federal regulations, program performance and financial reporting, draw requests, and other financial activities.

Our initial approach will be to assess how NCORR's programs are set up in DRGR, review the draw processes that NCORR already has in place, and then provide written feedback about what our Team could do to streamline this DRGR set-up and its financial flows and to make them more efficient, less subject to error, and more easily auditable. At award, we will also review prior Quarterly Progress Report (QPR) submissions and provide feedback on how other grantees have developed QPRs and other HUD-required forms, using best practices and customizing the DRGR set-up to meet NCORR's specific needs. We will set up and propose systems based on best practices from other grantees to provide financial procedural support related to processing, reviewing, and submitting draw requests through DRGR. We will embed our staff into the NCORR finance team to ensure that draws and fiscal-related materials are accurately uploaded into both DRGR and Salesforce, the State's system of record.

Training State staff how to properly submit materials is an important component of the HUD financial systems—but working with subrecipients is extremely important as well. Many of the most difficult challenges originate at the subrecipient level, such as working with existing financial systems that may not easily meet federal reporting requirements. Providing clear guidance to the subrecipient through training and follow-up technical assistance can prevent significant problems (and expense) during closeout. The HGA Team has been conducting similar finance-related training for subrecipients successfully in other projects, and can provide tools to help them shore up any deficiencies they have in meeting federal standards. We recommend providing one-on-one training sessions with subrecipients at their own offices, leaving behind not only the forms and materials used by NCORR, but also instructions and sample documents to help the subrecipients use these materials correctly.

6.4.2 Task 2: Provide Relocation Specialist

Every state has to deal with the complexity of implementing the Temporary Relocation Assistance (TRA) and Uniform Relocation Act (URA) elements of CDBG-DR programs, and the HGA Team has successfully guided states through this process with zero findings by HUD. The relocation elements of recovery programs must be compliant with federal regulations while still providing homeowners and tenants with support that lessens the impact of the displacement and ensures decent, safe, and sanitary housing for displaced persons. Relocation is an expensive element of a recovery program; if not implemented correctly, it can result in even greater costs due to non-compliance. It can also generate applicant dissatisfaction. It is therefore critical that all relocation policies and procedures be established early in the recovery lifecycle, and that program staff are trained and given appropriate resources to let them identify and resolve issues quickly.

Shantelle Mears, Relocation Specialist

Shantelle Mears holds a certification in Relocation Assistance from the International Right-of-Way Association (IRWA) and has 30 years of experience in relocation, with 3 years of direct responsibility for URA under the CDBG-DR Program. Ms. Mears has worked as an independent relocation consultant for the North Carolina Department of Transportation, where she managed the relocation of 45 residents and businesses in New Hanover and Moore Counties. She will serve as the HGA Team's Relocation Specialist.

Upon contract execution, the HGA Team's Startup Task Force will review the design and documentation of existing NCORR relocation programs, including its TRA program and URA policies. We will meet with the NCORR staff to conduct a training needs assessment. Based on the document review and the needs assessment, we will customize training content and propose a training program for existing NCORR staff, to be conducted within one month of the contract start date. Our Relocation Specialist will update that training content to reflect specific program procedures as needed throughout our contract, so that it can be a living resource for program staff. The Relocation Specialist will also be available to conduct training for new NCORR staff, contractors, or local staff as needed.

As part of our review of existing documentation and development of training content, we will work with NCORR staff to provide finalized URA and TRA SOPs and policies, including workflow diagrams, within two months of the contract start date. It is important that the policies and procedures be comprehensive, including all required eligibility requirements, benefit calculations, and requirements for conducting relocation advisory services. Relocation advisory services are required for URA and are key to a program's success. Our Relocation Specialist is experienced in developing

procedures for advisory services, including explaining the tenant's rights, providing alternative housing options and referrals, and establishing procedures for conducting Housing Quality Standards (HQS) inspections prior to relocation. The Relocation Specialist will assist with revisions of policy or procedures as needed during the course of the contract.

Our Relocation Specialist will work with NCORR staff and the developers of the system of record (Salesforce) to provide data and user requirements to ensure that the appropriate level of data is captured and that relocation programs are compliant. The system will allow program staff to collect all required data and to record that the appropriate notifications have been sent to the appropriate homeowners or tenants at the appropriate time. Documentation of the timeliness and content of notifications is critical to relocation compliance.

Throughout the course of our contract, the Relocation Specialist will serve as a subject matter expert to resolve complicated issues and coordinate between contractors, vendors, and other agencies. The Relocation Specialist will have an understanding of how the relocation may impact the low-to-middle-income (LMI) community—such as the elderly and tenants with Housing Choice Vouchers—and how to work with other agencies to ensure that they maintain their benefits and minimize the impact of relocation. The Relocation Specialist will help NCORR to implement the TRA Program, to include conducting reviews of applications for financial, programmatic, and data integrity.

The Relocation Specialist will oversee the mailing, tracking, and documentation of the required relocation notifications. The timing and content of these notifications are critical to program compliance. Documentation in the system of record must show that the notifications were sent. The Relocation Specialist will develop and present a URA monitoring plan for each recovery program for NCORR's approval. The Relocation Specialist will monitor relocation compliance and report on the results, providing recommendations for corrective actions. Based on the findings, the Relocation Specialist will develop targeted training to prevent future issues.

6.4.3 Task 3: Provide Buyout and Acquisition Specialist

The HGA Team understands that North Carolina experienced two historic flooding events back to back with Hurricanes Matthew and Florence; as a result, there is very strong desire at the county and state levels to implement a large buyout and acquisition program to avoid future repetitive losses. Our approach to this task would begin with embedding staff with direct knowledge of how to manage and run a HUD CDBG-DR

buyout program inside NCORR. In addition, we would offer to provide staff at the beginning of the program to help with outreach and the intake process, as homeowners can often find the documentation requirements for a buyout program both cumbersome and confusing.

Our Buyout and Acquisition Specialist would work very closely with the NCORR legal and procurement departments to ensure the following:

- That the proper legal instruments and documentation are recorded accurately as buyouts move forward.
- That such documentation is stored in each project file.
- That program procurements are sequenced and completed in a HUD-compliant manner.

Because the state is already using funds from its HMGP allocation and Disaster Recovery Act program to fund buyouts and acquisitions in North Carolina, and because a number of residents wish to move to higher and safer ground, the State will need to allocate a large portion of CDBG-DR funds to buyouts, including a majority of the funds in the \$168 million allocation for mitigation. We are prepared to ensure that as the buyout program advances, documentation will demonstrate that there has been no duplication of benefits. HGA has a perfect record of **zero** funds being recaptured (for any reason) over the multiple billions of dollars under management, so NCORR can be confident that documentation will be done completely and with little risk to the state.

Becky Northrop, Buyout and Acquisition Specialist

Becky Northrop developed the CDBG-DR-funded Buyout and Acquisition Program for North Carolina's ReBuild NC Program. Ms. Northrop's 30 years of experience also includes developing the New York Rising Buyout Program's Procedure Manual and Quality Assurance Plan. Ms. Northrop's dedication to compliance on the NY Rising Buyout Program was rewarded with a HUD audit report of "no findings." She has provided consulting services to various entities in North Carolina in addition to the state ReBuild NC Program, to include the NC Managed Care Organization, Alliance Behavioral Healthcare, and also the Charleston County Housing and Redevelopment Authority.

HGA Team members are ready to hit the ground running with this program, as we have direct experience working with CDBG-DR buyout and acquisition programs in addition to the HMGP programs at both the state and county levels. Our experience operating across both federal program areas will help NCORR to do the following:

- Implement a buyout and acquisition program that uses the appropriate funding source.
- Safeguard against duplication of benefits.

- Define or review the Disaster Risk Reduction Areas that NCORR has developed.
- Ensure that best practices used in other states can be incorporated into the NCORR program.

Our approach also includes using our Team's collective experience to help with building out NCORR's system of record for a buyout/acquisition program. The workflow is crucial for both our team and yours to understand how the program will work (and how to monitor it). We will use our experience to assist in developing the workflow combined with your guidance to ensure that it is clear and easily manageable. We have proven forms, templates, and record-keeping structures that can easily be adapted to fit NCORR's vision for the program and developed within the system of record.

Our Buyout and Acquisition Specialist will assist NCORR in developing or reviewing any manuals as needed, and in proposing an applicant outreach strategy and intake process that will minimize the burden of applicants who have previously supplied information to FEMA.

6.4.4 Task 4: Provide QA/QC Specialists

The HGA Team has extensive experience designing and implementing QA/QC processes for CDBG-DR recovery programs, as shown in Table 2 on page 21. Our QA/QC Specialists will be knowledgeable in HUD, State, and cross-cutting federal regulations, and they will be experienced in designing and implementing QA/QC plans. They will leverage their experience to develop a risk-based monitoring plan focused on program operations, applicant eligibility, and contractor oversight. This will allow us to target resources in defined areas to more efficiently mitigate risks and will help NCORR implement its programs in compliance with regulations, program policies, and contractual agreements.

Kristina Cruz, Lead QA/QC Specialist (Other Programs)

The HGA Team's lead for the group of QA/QC Specialists will be Kristina Cruz. Her nearly 20 years of experience includes providing leadership and technical assistance in the areas of HUD CDBG-DR grant management and implementation, monitoring plan development, QA/QC, monitoring compliance oversight, training, duplication of benefits, case management, operational efficiency, and financial management. She has led the preparation of responses to HUD and OIG audits as well as written compliance policies and procedures. For NY GOSR, Ms. Cruz was responsible for developing the monitoring plan, developing templates for HUD approval, conducting internal and subrecipient training, and providing oversight of all monitoring activities for CDBG-DR and FEMA allocations following Sandy, Irene, and Lee. Following two historic flash and river flood events in San Marcos, TX, Ms. Cruz served as the lead case manager for the CDBG-DR allocation for activities related to disaster relief, long-term recovery, restoration of infrastructure and housing, and economic revitalization. She has also provided case management services for the Texas Rebuilds Partial Repair & Essential Power for Sheltering (PREPS) Program that provided minor rehabilitation of damaged homes that were impacted by Hurricane Harvey.

Our team of QA/QC Specialists will be assigned to monitoring activities based on their specific area of programmatic expertise, including the following:

- Duplication of Benefits (DOB) and Verification of Benefits (VOB) determination
- On-site visits for monitoring subrecipient procurement, financial, and construction activities
- Quality review of deliverables such as awards, environmental reviews, damage inspections, etc.

The QA/QC Specialists will also be cross-trained to assist in other areas, providing ample coverage to support program start-up or surges in volume. The monitoring will be established for prime contractors, construction management contractors, subrecipients, and any contractors procured by subrecipients.

At the contract start, the QA/QC Specialists will review all existing program documentation, and if necessary, they will provide recommendations for modifications. It is important that all program documentation, including operating procedures and training materials, reflect compliant best practices. The specialists will continually review and monitor changes to the Action Plan, policy, procedures, forms, and agreements to ensure that all remain compliant with federal and state regulations during the life-cycle of the program.

Our team of QA/QC Specialists will begin developing a comprehensive monitoring plan for each of NCORR's programs and subrecipients, following the recommendations of HUD's Office of Community Planning and Development Monitoring Handbook and other best practices. We will work with NCORR to identify and prioritize program

activities based on potential risks. The activities to be monitored will include key control points in the program such as applicant eligibility determination, calculation of duplication of benefits, award determination, and construction milestones, as well as activities related to procurement, contract management, and subrecipient management. The monitoring plan will prescribe the appropriate level of data review, frequency of review, and on-site monitoring as needed for each of the programs and subrecipients. The plans will employ a variety of monitoring techniques such as sampling and batch pass/fail. The monitoring plans will also detail how the monitoring results will be documented, reported to NCORR, and communicated to the appropriate contractors or subrecipients. The monitoring plan will be completed and delivered to NCORR within the first month of our contract.

The QA/QC Specialists will work with NCORR and the system of record developer to provide guidance on the development of system workflow modules that will capture appropriate data and provide required reporting for implementation and successful monitoring of all recovery programs.

Compliance and Monitoring Technical Assistance

For NY GOSR, Mpact developed monitoring and compliance procedures and training and performed monitoring visits and follow-up for CDBG-DR subrecipients for Hurricane Sandy recovery throughout New York State. All affected counties, municipalities, and state agencies were monitored. Mpact prepared and performed all subrecipient training for compliance and monitoring requirements and performed monitoring visits and follow-up action administration. Mpact's CDBG-DR monitoring included documentation reviews and preparation for on-site visits, national objective eligibility, record-keeping systems, financial management systems, procurement, equipment and real property, non-discrimination and actions to further fair housing, and conclusions. Mpact reviewed 75–80 projects for both Davis-Bacon and related Acts, and program compliance.

Once the monitoring plans are complete and approved by NCORR, the QA/QC Specialists will begin ongoing monitoring, provide regular reporting on monitoring results, and provide recommendations for corrective actions to mitigate future risks. As each program matures, the ongoing monitoring may identify trends that require adjustments to the monitoring plan and opportunities to improve program performance through training. In those situations, our Specialists will meet with NCORR staff, program contractors, or subrecipients to provide recommendations for changing their process. Our QA/QC Specialists will interface with NCORR's internal training staff to describe all policy and process modifications and to provide training content as needed. The Specialists will also be available to conduct training as needed to state, contract, and local staff.

Our Team's QA/QC Specialists will work with the rest of the HGA Team staff and NCORR staff to ensure that files from all programs are compliant and ready for HUD or third-party monitoring and audits. It is our goal to establish processes and monitor performance to ensure a compliant and efficient program closeout.

6.4.5 Task 5: Provide CDBG-DR Planning and Program Support SMEs

Effective disaster recovery begins with the development of an Action Plan that is responsive to the unmet recovery needs of the impacted area, incorporates lessons learned from previous recovery efforts, and properly reflects the strengths and capacity of the State. For this engagement, HGA has assembled a group of leading CDBG-DR Planning and Program Support SMEs with the knowledge and experience they need to help NCORR tackle the Action Plan challenge while simultaneously providing expert support on existing recovery programming.

The Program Support SMEs bring experience in disaster recovery housing repair and reconstruction, buyouts, acquisitions, infrastructure, economic development, and mitigation activities. Our SMEs have directly managed CDBG-DR grants from the unmet needs analysis and Action Plan development through program implementation and grant closeout.

David Bennett, Lead CDBG-DR Planning and Program Support SME

David Bennett will lead the HGA Team's CDBG-DR Planning and Program Support SMEs. He has developed program manuals, processes for environmental reviews, consolidated plans, Section 3 plans, and other templates used by HUD area offices as best practices for other recipient communities and states. Mr. Bennett is often asked to speak at national industry conferences on topics related to public housing, CDBG revolving loan funds, disaster preparedness, disaster grant management, Section 3 utilization, and general programmatic compliance. Most recently, Mr. Bennett has provided senior grant manager services to the New York Rising Community Reconstruction Program, where he has been responsible for overall grant management, compliance, procurement, implementation, and closeout for CDBG-DR projects.

6.4.5.1 Unmet Needs Analysis

The HGA Team has completed unmet recovery needs analysis for numerous clients across the country, including the states of New York and New Jersey following Hurricane Sandy in 2012, the State of Louisiana following the Great Floods of 2016, and the State of California following 2017 wildfires, mudslides, and debris flows. In the course of this analysis, we developed and executed strategies for collecting data on impacts, identified what resources had been made available to the affected communities, and quantified unmet recovery needs.

Our Program Support SMEs are prepared to provide expert guidance regarding data sources to support unmet needs analysis, including FEMA, the National Flood Insurance Program (NFIP), the Small Business Administration (SBA), private insurance, and other sources. They also know how to navigate the coordination required to gather, scrub, and analyze the data to complete the analysis. We work directly with local, state, and federal partners to gather accurate data for the analysis and employ a proven approach to expedite the process. The HGA Team understands both the need for the tight timelines for delivery of the Action Plan and the integral role of the unmet needs analysis in Action Plan development. We commit to beginning the unmet needs analysis immediately upon contract execution.

6.4.5.2 Action Plan Development

Developing an Action Plan is an iterative process that involves close coordination with many parties, from state leadership to local officials in impacted communities.

Our Program Support SMEs begin action plan development with a balance of data

from the unmet needs analysis, key regulatory knowledge, and program experience.

Based on our extensive experience with Action Plan development and understanding of the regulations, we will assess the previous Federal Register Notice and anticipate the requirements that we can immediately begin to address. Our Team works with key officials and stakeholders to develop recovery programs that tie directly to the unmet needs and the long-term recovery goals of affected communities. We bring more than 50 years of combined experience and best practices in CDBG-DR program implementation to the program design discussion. Our Team will seek to incorporate successfully implemented programs, with adjustments based on best practices and lessons learned. Every step of the way, the Program Support SMEs will provide recommendations to NCORR so that they are getting the full picture of the recovery progress and are available to make key policy and programmatic decisions.

Responsive Action Plan Development

Team member GCR has consistently delivered complete, compliant, and responsive Action Plans **ahead of deadline**. They delivered the State of Louisiana's Action Plan following the Great Floods of 2016 in a timeframe that HUD remarked was "**historically fast**."

6.4.5.3 Program Design and Policy Development

The Program Support SMEs have experience in all phases of program design and development, from drafting the broad strokes incorporated into the Action Plan to developing complete program manuals, business processes, and desk references. Our program design approach includes the following steps:

- Outlining key policy decisions, from eligibility criteria to compliance requirements.

- Determining the method by which the CDBG-DR funds will be distributed or disbursed.
- Establishing whether NCORR or its subrecipients will be responsible for carrying out specific program components.
- Creating a structure that maximizes efficiency, leverages other funding sources, and positions the State to handle future projects—all while complying with regulatory guidelines.

A well-designed program leverages existing and planned mechanisms, partnerships, and relevant initiatives to create a structure that will allow NCORR to meet its recovery needs. The HGA Team members have led and supported initiatives that blend multiple funding sources (both public and private) and know how to craft effective partnerships while avoiding unnecessary complexity, regulatory burdens, and duplication of efforts. These experiences will help our Team to provide immediate support to NCORR and its subrecipients, by examining proven program models and adapting them to fit NCORR's specific recovery needs and objectives.

The HGA Team will assist NCORR in more than developing programs. The Team has experience drafting program policies, procedures, and guidance with the goal of making programs as easy to understand and implement as possible. Beyond the development of program policy and procedure, our Program Support SMEs are prepared to augment implementation of the plan and provide case-specific interpretations of guidance.

6.4.5.4 Program Support and Modification

Within existing programs and processes, the Program Support SMEs will use their knowledge to offer recommendations for improvements to maximize program outcomes. Experience tells us that no CDBG-DR grant or program is designed perfectly from the onset. After identifying areas for potential improvement, the Program Support SMEs will work together with NCORR to implement changes in a way that positively improves production and grant delivery. The Program Support SMEs are available to provide training on common pitfalls in grant management, including procurement, record-keeping, financial management, and reporting. Furthermore, the Program Support SMEs will incorporate these into program manuals, develop procedures around policy changes, and train staff. They will also monitor program and policy changes to determine if any of them trigger Action Plan amendments and, when needed, will work with NCORR to draft amendments for submission to HUD.

During program implementation, the Program Support SMEs will use their knowledge of application intake and processing to keep the recovery moving quickly. Public perception during the application intake process is vital to the longevity and success of a recovery program, so the Program Support SMEs will share best practices for an application process with NCORR, helping to prevent chaos and build public trust in the recovery. After the application phase, the Program Support SMEs stand ready to assist throughout project implementation by monitoring project and program deliverable and ensuring federal regulatory compliance. The Program Support SMEs will coordinate with NCORR's system of record developers to ensure that workflow module development conforms to the actual program workflow, to save on development costs and downtime.

The Program Support SMEs will also prepare NCORR for visits for HUD monitoring or OIG audits. Our Team has a proven monitoring preparation plan that incorporates file, drawdown, and contract reviews; identification of potential risks; and development and execution of corrective actions in the months prior to a monitoring visit or OIG audit. We use compliance checklists to ensure that grant management meets or exceeds HUD requirements. The Program Support SMEs have been with clients through multiple audits, and have saved millions of dollars that would have otherwise been repaid to HUD.

6.4.6 Task 6: Provide Environmental Review Specialist

The HGA Team members have a long history of conducting federally compliant environmental reviews. We are one of the only teams who has been working with HUD to implement HEROS, HUD's online environmental review tool, and our staff members are Department of the Interior (DOI), FEMA, and HUD certified. In total, our Team members and proposed staff have prepared and conducted more than 200 Tier 1 area-wide reviews and more than 10,000 Tier 2 site-specific reviews in a federally compliant manner, in addition to overseeing site-specific reviews for infrastructure, multi-family housing, and public housing projects using CDBG-DR funds. Our SMEs have been asked by HUD to provide training on environmental reviews to other grantees because they created and implemented the current best practices; our demonstrated qualifications show that we know how to streamline reviews in a compliant manner.

Gilbert Martinez, CDBG-DR Environmental Review Specialist

Gilbert Martinez, a Certified Floodplain Manager (CFM), brings more than 10 years of experience with environmental reviews and historic preservation, and more than 15 years of supporting disaster recovery programs. He has extensive experience in CDBG-DR grant program administration and the FEMA Individual Assistance and Public Assistance programs. Mr. Martinez also has significant experience in NEPA environmental compliance, where he is an expert in the coordination of both tiered broad and site-specific reviews, compliance documentation, and HUD Part 58 environmental training. He served as Senior Environmental Advisor for HUD CDBG-DR programs for the State of Texas, where he provided oversight and technical assistance for **more than 150 Tier 1 Environmental Review Records and more than 10,000 Tier 2 Environmental Review Records**. His clients included more than 25 cities, counties, private developers, and Councils of Government within the state of Texas. As a former FEMA Disaster Assistance Employee and Applicant Services Specialist, he performed a number of different response and recovery services for Hurricanes Katrina and Rita and flooding in upstate New York.

Our approach to this task will be to embed a seasoned HUD environmental review expert inside NCORR to support the State's certifying officer and to ensure that all reviews are done in the most expeditious and compliant manner, with documentation accurately stored in the State's system of record and on federally required websites. Upon award notification, we will request any existing policy and procedure documents so that we can conduct a thorough review of the programs, timelines, and processes that NCORR has in place with HUD and the State Historic Preservation Office (SHPO). We will request and review the area-wide Tier 1 reviews that were conducted for Matthew and Florence to become familiar with the program and to identify any data that could assist the State in implementing the program. We will also request a face-to-face meeting with the NCORR team, Certifying Officer (CO), and the contractors who are currently conducting environmental reviews to identify any past or current issues with the Tier 2 reviews, to learn how the CO is recording the reviews and placing them in the system of record, and to discuss potentially using HEROS. We will then begin to review these documents using HUD monitoring guidelines to meet the State's requirement concerning the pace of reviews.

6.4.7 Task 7: Provide Infrastructure Specialist

The HGA Team has extensive experience with CDBG-DR-funded infrastructure programs, having implemented the two largest such programs at over \$1 billion each for New York State and the State of Louisiana. Our team developed policies, procedures, workflows, etc. for these two programs, and will bring a robust toolkit with proven forms, templates and best practices to North Carolina. Additionally, HGA has developed a system of record that not only houses required documentation, but also provides transparent reporting into project status and program funding. In fact, HGA's system of record, VistaTRAK, has been awarded a Finding of Merit by HUD for its robust record-keeping, transparent reporting, and ease of use for desktop monitoring



during HUD reviews. We have the expertise to assist with developing NCORR's system of record, or can provide our proven system at no additional cost.

Doug Gathright, Infrastructure Specialist

Doug Gathright has extensive experience with CDBG-DR infrastructure programs. He has been the **lead author for developing policies and procedures** for these programs, as well as **overseeing the implementation** of them for the states of both New York and Louisiana. He understands the workflow of the program, required compliance documentation, and best practices needed to ensure an efficient, compliant program. Mr. Gathright's experience covers the **entire spectrum of CDBG-DR programs**, including housing, infrastructure, economic development, etc. Additionally, Mr. Gathright is a **certified public account (CPA)** and an expert on CDBG-DR regulatory requirements, including record-keeping, financial management, national objectives, Section 3, labor compliance, environmental reviews, and procurement. He will be a valuable asset who can provide on-site subject matter expertise for any programs or regulations, not just infrastructure programs.

Our staff is also familiar with training other staff—state, contract, or local staff—on infrastructure program compliance. For NY GOSR, we trained state staff to take on program scope, transferred knowledge, and built internal capacity.

6.4.8 Task 8: Provide Project Managers As Needed

HGA is proposing a Startup Task Force of As-Needed Project Managers/SMEs who can assist with project management to support the development, coordination, and operation of NCORR's programs. They can also serve as a resource pool that can be used to help start up the requested services and to assist with initial reviews of existing policies, procedures and processes. Our Startup Task Force's SMEs vastly exceed the required years of experience, and all have implementation or operational experience with CDBG-DR funded programs, particularly housing programs. They have the "boots on the ground" experience that will ensure successful programs.

7.0 Attachment A: Pricing

HGA is pleased to provide the completed Attachment A: Pricing on the following pages. HGA has provided rates for the personnel it has included in this proposal. If additional resources are needed for any position, HGA is willing to negotiate lower hourly rates for additional staff.

ATTACHMENT A: PRICING**COST OF VENDOR'S OFFER**

The Price Proposal should consist of hourly contract rates fully inclusive of salary, overhead, travel outside of the home office and expenses. No additional costs will be paid.

The Price Proposal must be submitted in the following form. The estimated maximum hours below are to be used only for the purposes of evaluation. The State does not guarantee minimum or maximum number of hours. Please note: no billing rate ranges will be accepted.

COST COMPONENTS OF INITIAL TERM- YEAR ONE

| Task/Title | Hourly Billing Rate | Estimated Maximum Hours | Subtotal | Task Total | |
|--|---------------------|-------------------------|--------------|-----------------------|-------------------------|
| Task 1 | | | | | |
| DRGR Support Staff (1) | \$155.00 | 2000 | \$310,000.00 | | |
| DRGR Support Staff (2) | \$155.00 | 2000 | \$310,000.00 | \$620,000.00 | Task 1 Total |
| Task 2 | | | | | |
| Relocation Specialist (1) | \$130.00 | 2000 | \$260,000.00 | \$260,000.00 | Task 2 Total |
| Task 3 | | | | | |
| Buyouts and Acquisitions Specialist (1) | \$150.00 | 2000 | \$300,000.00 | \$300,000.00 | Task 3 Total |
| Task 4 | | | | | |
| Quality Assurance/Quality Control Specialist (1) | \$130.00 | 2000 | \$260,000.00 | | |
| Quality Assurance/Quality Control Specialist (2) | \$130.00 | 2000 | \$260,000.00 | | |
| Quality Assurance/Quality Control Specialist (3) | \$130.00 | 2000 | \$260,000.00 | | |
| Quality Assurance/Quality Control Specialist (4) | \$165.00 | 2000 | \$330,000.00 | \$1,110,000.00 | Task 4 Total |
| Task 5 | | | | | |
| CDBG-DR Planning and Policy Support (1) | \$175.00 | 2000 | \$350,000.00 | | |
| CDBG-DR Planning and Policy Support (2) | \$175.00 | 2000 | \$350,000.00 | | |
| CDBG-DR Planning and Policy Support (3) | \$150.00 | 2000 | \$300,000.00 | \$1,000,000.00 | Task 5 Total |
| Task 6 | | | | | |
| CDBG-DR Environmental Review Specialist (1) | \$140.00 | 2000 | \$280,000.00 | \$280,000.00 | Task 6 Total |
| Task 7 | | | | | |
| CDBG-DR Infrastructure Specialist (1) | \$185.00 | 2000 | \$370,000.00 | \$370,000.00 | Task 7 Total |
| Task 8 | | | | | |
| As-Needed Project Managers | \$185.00 | --- | | | |
| | | | | \$3,940,000.00 | Initial Term NTE |

COST COMPONENTS OF OPTIONAL SECOND TERM- 6 MONTHS

| Task/Title | Hourly Billing Rate | Estimated Maximum Hours | Subtotal | Task Total | |
|--|---------------------|-------------------------|--------------|-----------------------|------------------------|
| Task 1 | | | | | |
| DRGR Support Staff (1) | \$158.10 | 1000 | \$158,100.00 | | |
| DRGR Support Staff (2) | \$158.10 | 1000 | \$158,100.00 | \$316,200.00 | Task 1 Total |
| Task 2 | | | | | |
| Relocation Specialist (1) | \$132.60 | 1000 | \$132,600.00 | \$132,600.00 | Task 2 Total |
| Task 3 | | | | | |
| Buyouts and Acquisitions Specialist (1) | \$153.00 | 1000 | \$153,000.00 | \$153,000.00 | Task 3 Total |
| Task 4 | | | | | |
| Quality Assurance/Quality Control Specialist (1) | \$132.60 | 1000 | \$132,600.00 | | |
| Quality Assurance/Quality Control Specialist (2) | \$132.60 | 1000 | \$132,600.00 | | |
| Quality Assurance/Quality Control Specialist (3) | \$132.60 | 1000 | \$132,600.00 | | |
| Quality Assurance/Quality Control Specialist (4) | \$168.30 | 1000 | \$168,300.00 | \$566,100.00 | Task 4 Total |
| Task 5 | | | | | |
| CDBG-DR Planning and Policy Support (1) | \$178.50 | 1000 | \$178,500.00 | | |
| CDBG-DR Planning and Policy Support (2) | \$178.50 | 1000 | \$178,500.00 | | |
| CDBG-DR Planning and Policy Support (3) | \$153.00 | 1000 | \$153,000.00 | \$510,000.00 | Task 5 Total |
| Task 6 | | | | | |
| CDBG-DR Environmental Review Specialist (1) | \$142.80 | 1000 | \$142,800.00 | \$142,800.00 | Task 6 Total |
| Task 7 | | | | | |
| CDBG-DR Infrastructure Specialist (1) | \$188.70 | 1000 | \$188,700.00 | \$188,700.00 | Task 7 Total |
| Task 8 | | | | | |
| As-Needed Project Managers | \$188.70 | --- | | | |
| | | | | \$2,009,400.00 | Second Term NTE |

COST COMPONENTS OF OPTIONAL THIRD TERM- 6 MONTHS

| Task/Title | Hourly Billing Rate | Estimated Maximum Hours | Subtotal | Task Total | |
|------------------------|---------------------|-------------------------|--------------|---------------------|---------------------|
| Task 1 | | | | | |
| DRGR Support Staff (1) | \$158.10 | 1000 | \$158,100.00 | | |
| DRGR Support Staff (2) | \$158.10 | 1000 | \$158,100.00 | \$316,200.00 | Task 1 Total |
| Task 2 | | | | | |

| | | | | | |
|--|----------|------|--------------|-----------------------|-----------------------|
| Relocation Specialist (1) | \$132.60 | 1000 | \$132,600.00 | \$132,600.00 | Task 2 Total |
| Task 3 | | | | | |
| Buyouts and Acquisitions Specialist (1) | \$153.00 | 1000 | \$153,000.00 | \$153,000.00 | Task 3 Total |
| Task 4 | | | | | |
| Quality Assurance/Quality Control Specialist (1) | \$132.60 | 1000 | \$132,600.00 | | |
| Quality Assurance/Quality Control Specialist (2) | \$132.60 | 1000 | \$132,600.00 | | |
| Quality Assurance/Quality Control Specialist (3) | \$132.60 | 1000 | \$132,600.00 | | |
| Quality Assurance/Quality Control Specialist (4) | \$168.30 | 1000 | \$168,300.00 | \$566,100.00 | Task 4 Total |
| Task 5 | | | | | |
| CDBG-DR Planning and Policy Support (1) | \$178.50 | 1000 | \$178,500.00 | | |
| CDBG-DR Planning and Policy Support (2) | \$178.50 | 1000 | \$178,500.00 | | |
| CDBG-DR Planning and Policy Support (3) | \$153.00 | 1000 | \$153,000.00 | \$510,000.00 | Task 5 Total |
| Task 6 | | | | | |
| CDBG-DR Environmental Review Specialist (1) | \$142.80 | 1000 | \$142,800.00 | \$142,800.00 | Task 6 Total |
| Task 7 | | | | | |
| CDBG-DR Infrastructure Specialist (1) | \$188.70 | 1000 | \$188,700.00 | \$188,700.00 | Task 7 Total |
| Task 8 | | | | | |
| As-Needed Project Managers | \$188.70 | --- | | | |
| | | | | \$2,009,400.00 | Third Term NTE |

| | Total Estimated Maximum # of Hours of Effort for all three potential Contract Terms | Total not-to-exceed price for all three potential Contract Terms |
|--|--|---|
| Summation of Cost Components for all Three Potential Contract Terms | 52,000 | \$7,958,800.00 |

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8.0 Attachment B: Instructions to Vendors

HGA has provided Attachment B, Instructions to Vendors, on the following pages.

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ATTACHMENT B: INSTRUCTIONS TO VENDORS

1. **READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this RFP document.
2. **LATE PROPOSALS:** Late proposals, 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 the timely submission of proposals.
3. **ACCEPTANCE AND REJECTION:** The State reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Vendor, to accept any item in the proposal.
4. **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.
5. **EXECUTION:** Failure to execute page 1 of the RFP (Execution Page) in the designated space shall render the proposal non-responsive, and it will be rejected.
6. **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 RFP, including any negotiated terms; (2) requirements and specifications and administration provisions in Sections 4, 5 and 6 of this RFP; (3) North Carolina General Contract Terms and Conditions in ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS; (4) Instructions in ATTACHMENT B: INSTRUCTIONS TO VENDORS; (5) ATTACHMENT A: PRICING, and (6) Vendor's proposal.
7. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested in the spaces provided in this document. Further, if required elsewhere in this proposal, each Vendor shall submit with its proposal any sketches, descriptive literature and/or complete specifications covering the products and Services offered. Reference to literature submitted with a previous proposal or available elsewhere will not satisfy this provision. Failure to comply with these requirements shall constitute sufficient cause to reject a proposal without further consideration.
8. **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 Vendor remains responsible for providing packaging that will adequately protect the commodity and contain it for its intended use. Vendors are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable. As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)) the Vendor certifies, by signing this offer that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.
9. **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 as transacting business in North Carolina and shall not require a Certificate of Authority to Transact Business.
10. **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 print responses submitted meet the following:

- All copies of the proposal are printed double sided.
- All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
- Unless absolutely necessary, all proposals 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.
- 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.

11. **HISTORICALLY UNDERUTILIZED BUSINESSES:** 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.
12. **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 proposal from a North Carolina resident Vendor. To the extent another state does so, North Carolina applies the same percentage increase to the proposal 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.
13. **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*.
14. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the State will maintain as confidential trade secrets in its proposal 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 as 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 and cautioned 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 as confidential, the State will notify Vendor of such action and allow Vendor to defend the confidential status of its information.
15. **PROTEST PROCEDURES:** When a Vendor wishes to protest the award of The Contract awarded by the Division of Purchase and Contract, or awarded by an agency in an awarded amount of at least \$25,000, 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. A protest request related to an award amount of less than \$25,000 shall be sent 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. Proposal status and Award notices are posted on the Internet at <https://www.ips.state.nc.us/ips/>. All protests will be handled pursuant to the North Carolina Administrative Code, 01 NCAC 05B .1519.
16. **MISCELLANEOUS:** 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.
17. **COMMUNICATIONS BY VENDORS:** In submitting its proposal, the Vendor agrees not to discuss or otherwise reveal the contents of its proposal to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this RFP. 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

proposals (i.e., after the public opening of the proposals 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 proposal 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 RFP. 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 RFP are permitted.

18. **TABULATIONS:** Bid tabulations can be electronically retrieved at the Interactive Purchasing System (IPS), <https://www.ips.state.nc.us/ips/BidNumberSearch.aspx>. Click on the IPS BIDS icon, click on Search for Bid, enter the bid number, and then search. Tabulations will normally be available at this web site not later than one working day after the bid opening. Lengthy or complex tabulations may be summarized, with other details not made available on IPS, and requests for additional details or information concerning such tabulations cannot be honored.
19. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** The North Carolina electronic Vendor Portal (eVP) allows Vendors to electronically register for free with the State to receive electronic notification of current procurement opportunities for goods and Services of potential interests to them available on the Interactive Purchasing System, as well as notifications of status changes to those solicitations. Online registration and other purchasing information is available at the following website: <http://ncadmin.nc.gov/about-doa/divisions/purchase-contract>.
20. **WITHDRAWAL OF PROPOSAL:** 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 RFP prior to the time for opening proposals identified on the cover page of this RFP (or such later date included in an Addendum to the RFP). 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 the opening of proposals shall be allowed only for good cause shown and in the sole discretion of the Division of Purchase and Contract.
21. **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 RFP and in formal Addenda issued through IPS.
22. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; the State of North Carolina will not reimburse any Vendor for any costs incurred or associated with the preparation of proposals.
23. **VENDOR'S REPRESENTATIVE:** Each Vendor shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
24. **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.

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9.0 Attachment C: North Carolina General Contract Terms and Conditions

HGA has provided Attachment C, North Carolina General Contract Terms and Conditions, on the following pages.

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ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS

1. PERFORMANCE AND DEFAULT:

- a) It is anticipated that the tasks and duties undertaken by the Vendor shall include services or the manufacturing, furnishing, or development of goods and other tangible features or components as deliverables that are directly correlated and/or ancillary to the services performed. Except as provided immediately below, and unless otherwise mutually agreed in writing prior to award, any service deliverables or ancillary services provided by Vendor in performance of the contract shall remain property of the State. During performance, Vendor may provide proprietary components as part of the service deliverables that are identified in the solicitation response. Vendor grants the State a personal, permanent, non-transferable license to use such proprietary components of the service deliverables and other functionalities, as provided under this Agreement. Any technical and business information owned by Vendor or its suppliers or licensors made accessible or furnished to the State shall be and remain the property of the Vendor or such other party, respectively. Vendor agrees to perform its services under the contract in the same or similar manner provided to comparable users. The State shall notify the Vendor of any defects or deficiencies in performance of its services or failure of service deliverables to conform to the standards and specifications provided in this solicitation. Vendor agrees to remedy defective performance or any nonconforming deliverables upon timely notice provided by the State.
- b) Vendor has a limited, non-exclusive license to access and use State Data provided to Vendor, but solely for performing its obligations under this Agreement and in confidence as may be further provided herein. Vendor or its suppliers shall at a minimum, and except as otherwise specified and agreed herein, provide assistance to the State related to all services performed or deliverables procured hereunder during the State's normal business hours. Vendor warrants that its support, customer service, and assistance will be performed in accordance with generally accepted and applicable industry standards.
- c) If, through any cause, Vendor shall fail to fulfill in a timely and proper manner the obligations under the Contract, the State shall have the right to terminate the Contract by giving written notice to the Vendor and specifying the effective date thereof. In that event, any or all finished or unfinished deliverables under the Contract prepared by the Vendor shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any acceptable work completed as to which the 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 may require at any time a performance bond or other acceptable alternative performance guarantees from a Vendor without expense to the State.
- d) In the event of default by the Vendor, the State may procure the goods and services necessary to complete performance hereunder from other sources and hold the Vendor responsible for any excess cost occasioned thereby. In addition, 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, immediately terminate the Contract for cause, and may take action to debar the Vendor from doing future business with the State.

2. 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 Contract Lead at once, in writing, indicating the specific regulation which required such alterations. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.

3. AVAILABILITY OF FUNDS: Any and all payments to the Vendor shall be dependent upon and subject to the availability of funds to the agency for the purpose set forth in the Contract.

4. 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.

5. SITUS AND GOVERNING LAWS: This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined.

6. 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 using 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 that card (Visa, MasterCard, etc.) from other customers, and it shall be accepted by the Vendor for payment under the same terms and conditions as any other method of payment accepted by the Vendor. If payment is made by procurement card, then payment may be processed immediately by the Vendor.

7. AFFIRMATIVE ACTION: The Vendor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities and concerning the treatment of all employees without regard to discrimination on the basis of any prohibited grounds as defined by Federal (including but not limited to 41 CFR § 60-1.4) and State law.

8. CONDITION AND PACKAGING: Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.

9. 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 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 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 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, infringes on a patent, copyright, trademark or violates 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 if any claim by a third party against the State for infringement or misappropriation results from the State's material alteration of any Vendor-branded deliverables or services, or from the continued use of the deliverable(s) or Services after receiving notice of infringement on a trade secret of a third party.

10. TERMINATION FOR CONVENIENCE: If this Contract contemplates deliveries or performance over a period of time, the State may terminate this Contract at any time by providing 15 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. If the Contract is terminated by the State as provided in this section, the State shall pay for those items for which such option is exercised, less any payment or compensation previously made.

11. 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. A Vendor may inquire whether the State is willing to act as a reference by providing factual information directly to other prospective customers.

12. ACCESS TO PERSONS AND RECORDS: During and after the term hereof, the State Auditor and any using 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).

13. ASSIGNMENT: No assignment of the Vendor's obligations nor the Vendor's right to receive payment hereunder shall be permitted.

However, upon written request approved by the issuing purchasing authority and solely as a convenience to the Vendor, the State may:

- a. Forward the Vendor's payment check directly to any person or entity designated by the Vendor, and
- b. Include any person or entity designated by Vendor 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 and the Vendor shall remain responsible for fulfillment of all Contract obligations. Upon advance written request, the State may, in its unfettered discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all of the Vendor's assets. Any purported assignment made in violation of this provision shall be void and a material breach of the Contract.

14. INSURANCE:

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. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

- a) **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, 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 subcontractor to provide the same coverage for any of his employees engaged in any work under the Contract within the State.
- b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. Defense cost shall be in excess of the limit of liability.
- c) **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

\$250,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.

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 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 under the Contract.

15. GENERAL INDEMNITY: The Vendor shall 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 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 and 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. 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. The representation and warranty in the preceding sentence shall survive the termination or expiration of the Contract.

16. 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

c) Reserved.

d) The Supplier Manager will capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the E-Procurement Service. 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.

e) Vendor shall at all times maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If Vendor is a corporation, partnership or other legal entity, then the Vendor may authorize its employees to use its password. Vendor shall be responsible for all activity and all charges by such employees. Vendor agrees not to permit a third party to use the Statewide E-Procurement Services through its 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.

17. SUBCONTRACTING: Performance under the Contract by the Vendor shall not be subcontracted without prior written approval of the State's assigned Contract Lead. Unless otherwise agreed in writing, acceptance of a Vendor's proposal shall include approval to use the subcontractor(s) that have been specified therein.

18. CONFIDENTIALITY: Any State 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.

19. CARE OF STATE DATA AND PROPERTY: The Vendor agrees that it shall be responsible for the proper custody and care of any data owned and furnished to the Vendor by the State (State Data), or other State property in the hands of the Vendor, for use in connection with the performance of the Contract or purchased by or for the State for the Contract. Vendor will reimburse the State for loss or damage of such property while in Vendor's custody.

The State's Data in the hands of the Vendor shall be protected from unauthorized disclosure, loss, damage, destruction by a natural event or other eventuality. 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. See G.S. 75-60 *et seq.*

- 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, 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 agency responsible for the contract.

Vendor shall give notice to the using 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.

- 21. COMPLIANCE WITH LAWS:** 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.

- 22. ENTIRE AGREEMENT:** This RFP and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This RFP, any addenda hereto, and the Vendor's proposal are incorporated herein by reference as though set forth verbatim.

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.

- 23. ELECTRONIC RECORDS:** The State will digitize all Vendor responses to this 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 electronic copy, printout or other output readable by sight shown to reflect such record accurately shall constitute an "original."

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

- 25. NO WAIVER:** Notwithstanding any other language or provision in the Contract, 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.

- 26. 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, or other catastrophic natural event or act of God.

- 27. 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.

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10.0 Attachment D: Location of Workers Utilized by Vendor

HGA has provided the completed and signed Attachment D: Location of Workers Utilized by Vendor on the following pages.

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ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR

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

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

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

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

n/a

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

n/a

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

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

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

North Carolina

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11.0 Attachment E: Certification of Financial Condition

HGA has provided the completed and signed Attachment E: Certification of Financial Condition on the following pages.

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ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITIONName of Vendor: Hunt, Guillot & Associates, LLC (HGA)

The undersigned hereby certifies that: [check all applicable boxes]

- ☒ The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: n/a

- ☒ The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.
- ☒ The Vendor is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.
- ☒ The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.
- ☒ The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.
- ☒ He or she is authorized to make the foregoing statements on behalf of the Vendor.

Note: This is a continuing certification and Vendor shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason in the space below:

Signature Jack Hunt Date 3/25/19

Jack Hunt, Vice President

Printed Name Title

[This Certification must be signed by an individual authorized to speak for the Vendor]

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12.0 Attachment F: Historically Underutilized Businesses Information

HGA has provided the required completed and signed Attachment F for on the following pages. We have also provided the following certifications:

- Certification of Forensic as a HUB by the State of North Carolina
- Certification of Mpact as a Disadvantaged Business Enterprise (DBE) by the City of Houston, TX
- Certification of Wilson as a Woman-Owned Business (WBE), granted by the Port Authority of New York and New Jersey

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ATTACHMENT F: HISTORICALLY UNDERUTILIZED BUSINESSES INFORMATION

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

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

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

a) Is Vendor a Historically Underutilized Business? ☐ Yes ☒ No

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

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North Carolina
Department of Administration
Office for Historically Underutilized Businesses

Machelle Sanders
Secretary

Tammie Hall
Director

January 9, 2019

Linda Angus
Financial Forensic LLC (Woman Owned)
1508 Military Cutoff
Ste 300
Wilmington, NC 28403

Dear Linda Angus:

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

You must notify the HUB Office in writing within 30 days of any changes affecting your compliance with SWUC Program eligibility requirements, including changes in ownership, day-to-day management and operational control. Failure to notify the HUB Office of these changes or reapply for certification in a timely manner may cause your HUB Certification to be revoked. In addition, please be advised your status may be changed if there is a 3rd party challenge granted against your firm. The link to the HUB Office 3rd party challenge form can be located at <http://www.doa.nc.gov/hub/documents/ThirdpartyEligibilityChallengeev080811.pdf>. All information submitted to the Office for Historically Underutilized Business is subject to audit and review.

The HUB Office collaborates with local Minority/Women/Small Business (M/W/SBE) Offices who offer assistance to certified HUB firms with identifying contract opportunities with state and local government. Many of these offices also offer assistance with business development. Please visit our website at <http://www.doa.nc.gov/hub/programs.aspx?pid=swuc> to locate the local office near you. Another great resource is the Small Business and Technology Development Center at www.sbtcd.org for free personalized business assistance and counseling.

It is important to note that although your status as a certified HUB firm greatly improves your access to state and local government contracts, this certification does not guarantee contract awards. Your ability to research opportunities and bid competitively will be important to your success in this program. We are committed to assisting you through the process with the completion of the Preliminary Business Development and Supportive Services Assessment Survey, located on the HUB Office website under the Certification Tab. The information will provide an overview of your company which will assist us in appropriately aligning contract opportunities that you are ready, willing and able to pursue.

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

Sincerely,

Tammie Hall

Tammie Hall
Director

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Sylvester Turner,
Mayor

CITY OF HOUSTON

Office of Business Opportunity

Mpact Strategic Consulting LLC



is duly certified as a

Disadvantaged Business Enterprise (DBE)

Certified Categories:

NAICS 236220: PROJECT MANAGEMENT
NAICS 541350: BUILDING INSPECTION SERVICES
NAICS 541611: BUSINESS MANAGEMENT CONSULTING SERVICES
NAICS 541611: STRATEGIC PLANNING CONSULTING SERVICES
NAICS 541620: ENVIRONMENTAL CONSULTING SERVICES
NAICS 624230: EMERGENCY AND OTHER RELIEF SERVICES

Certification Number: 18-1-13031

Carolee D. Wright

Director of Office of Business Opportunity

Note: This certificate is the property of the City of Houston Office of Business Opportunity, and may be revoked should the above named firm graduate from the MWDBE program.

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January 27, 2015

Ms. Courtney Wilson
Owner
Wilson & Associates Consulting, LLC
46 Glen Cove Drive
Glen Head, NY 11545

Re: Women-owned Business Enterprise (WBE) Certification
Type: Consultants

Dear Ms. Wilson:

We are pleased to inform you that The Port Authority of NY & NJ has certified your business to participate in the agency's Minority and Women-owned Business Enterprise (MWBE) Program. Wilson & Associates Consulting, LLC has been included in the Port Authority's on-line directory of certified WBEs.

Please be advised that we periodically review all certifications and reserve the right to decertify any firm that no longer meets our guidelines. You must notify the Office of Business Diversity and Civil Rights in writing within 30 days of any significant changes to your business. These include, but are not limited to, a change of officers, directors, location and business name. Failure to advise us of these changes can result in decertification of your business.

This certification will remain in effect for five years or until January 27, 2021, after which you must submit a recertification application with supporting documentation. The application can be accessed from our Web site: www.panynj.gov/supplierdiversity

If you have any questions regarding your certification, you may email me at gsimpkin@panynj.gov or call me at 201-395-3944.

Sincerely,



Gerald Simpkins
Manager, Certification Program
Office of Business Diversity and Civil Rights

2 Montgomery Street
2nd Floor
Jersey City, NJ 07302
T: 201-395-3944

THE PORT AUTHORITY OF NY & NJ

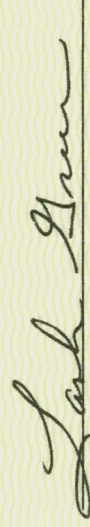
John Degnan
Chairman

Patrick J. Foye
Executive Director

Wilson & Associates Consulting, LLC

This certificate acknowledges that the above-named firm has been certified as a Women-owned Business Enterprise.

Certification Date: January 27, 2016
Re-Evaluation Date: January 27, 2021



Lash Green, Director
Office of Business Diversity and Civil Rights



Gregg Bishop
Commissioner

Division of Economic &
Financial Opportunity

110 William Street
New York, NY 10038

212.513.6300 tel.
212.618.8991 fax

11/30/2017

Courtney Wilson

Owner

Wilson & Associates Consulting, LLC

6800 Jericho Turnpike, Suite 120W

Syosset, NY 11790-9999

Tax ID/SSN #: xx-xxx8938

FMS ID #: VS00042609

RE: WBE Certification

Dear Courtney Wilson:

The Department of Small Business Services, ("SBS") has reviewed your certification with **The Port Authority of New York and New Jersey**. Based on that certification, your firm is certified as a **Woman-owned Business Enterprise (WBE)** in the City of New York's Minority and Women-owned Business Enterprise Certification Program. The certification remains in effect from the date of this letter until 01/31/2020.

A certified business must notify SBS within 45 days of any material change in the information provided in the application. A material change may include, but is not limited to, a change in any of the following: company name, business type, ownership interest, officers, operational control, business address, principal product(s) or service(s). To update your business enterprise's information, create an account online at the [SBS Certification Self Service Portal](#) website. Once you've created an account, you will need to connect to your existing business records by using the following **PIN 1001MFCJ291P**. Instructions on how to use your PIN can be found at the [SBS Certification Self Service Portal](#). Go to "Manage My Records" in your online account to update your business enterprise's information. In addition, you can use your online account to submit your annual affidavit and renew expired certifications.

Your certified business will now receive targeted solicitations and invitations to attend networking events with government and corporate buyers. Your firm will also be listed in the New York City Directory of Certified Businesses (www.nyc.gov/buycertified) so we can connect you to government buyers and prime contractors who may be looking for certified companies such as yours.

Do you need help selling your goods or services to the City, State or Federal government? Our Procurement Technical Assistance Center provides guidance and direction on government vendor enrollments, identifying additional diversity certifications, finding opportunities that fit your business, helping you understand contract requirements, and providing valuable feedback on bids and proposals. For more information, please email bizhelp@sbs.nyc.gov or call at 212-513-6444.

SBS also offers a range of other valuable services to help you grow your business. We can help you secure financing and access City benefits. We'll support your expansion by working with you to locate available space, identify money-saving incentive programs, and recruit qualified employees. We'll cut the red tape for you by being your liaison when you need to resolve issues with other City agencies. Businesses can access SBS Business Services by visiting www.nyc.gov/sbs or calling 311.

If you have questions regarding your business' certification, please contact the Certification Hotline at 212-513-6311 or email mwbe@sbs.nyc.gov.

Sincerely,
Certification Unit

WBE Certificate

Wilson & Associates Consulting, LLC

This certificate acknowledges that this company has met the criteria as established by the WBE Program at the NYC Department of Small Business Services and is therefore certified as a Woman-owned Business Enterprise (WBE).

Certificate Number

MWCERT2017-1049

Expires on

1/31/2020

Bill de Blasio

Bill de Blasio, Mayor

Gregg Bishop

Gregg Bishop, Commissioner



Division of Economic and Financial Opportunity
110 William Street, New York, NY 10038
212-513-6311
www.nyc.gov/sbs

WBE CERTIFIED

Wilson & Associates Consulting, LLC

Certificate Number: MWCERT2017-1049

Expires on: 1/31/2020

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Appendix A: Résumés

HGA is pleased to provide the following resumes:

- Jack Hunt, Project Manager

Startup Task Force:

- Kris Van Orsdel, As-Needed Project Manager
- Joan Greer As-Needed Project Manager
- Ted Guillot As-Needed Project Manager
- Derek Galose As-Needed Project Manager
- Linda Angus As-Needed Project Manager

-

Staff Augmentation:

- Magdalena Blanco, DRGR Support Staff
- Angelo Lassey, DRGR Support Staff
- Shantelle Mears, Relocation Specialist
- Becky Northrop, Buyouts and Acquisition Specialist
- Kristina Cruz, QA/QC Specialist (Lead; Other Programs)
- Nicole Thompson, QA/QC Specialist (Single-Family Housing Programs)
- R.M. Jackson, QA/QC Specialist (Other Housing Programs)
- Ingrid Jones, QA/QC Specialist (DOB/VOB)
- David Bennett, Lead CDBG-DR Planning and Program Support SME
- Christopher Posey, CDBG-DR Planning and Program Support SME
- Matt Pangrazio, CDBG-DR Planning and Program Support SME
- Gilbert Martinez, CDBG-DR Environmental Review Specialist
- Doug Gathright, CDBG-DR Infrastructure Specialist

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Years of Experience: 10

Areas of Expertise

- Program/Project Management
- Disaster Recovery
- HUD CDBG-DR
- FEMA HMGP
- FEMA Public Assistance
- Construction Management
- Infrastructure
- Reporting

Education

- M.B.A., Finance and Energy, Tulane University Freeman School of Business, 2010
- B.S., Chemistry Louisiana State University, Baton Rouge, LA, 2005

Jack Hunt

Project Manager

Highlights

- **Led response and recovery efforts following the most costly disasters in U.S. history**, including Hurricanes Sandy, Katrina, and Rita and the B.P. oil spill.
- **Has overseen grant programs worth more than \$1 billion.**
- **Understands the regulations surrounding federal grant programs and other funding sources**; has the experience needed to leverage this funding to provide a comprehensive recovery solution for communities.
- **Supported multiple Hurricane Sandy recovery programs**, including the New York City Rapid Repairs Program.
- **Provided program management for the NY State CDBG-DR Infrastructure Recovery Program, NY State CDBG-DR Public Assistance Match Program, and HGA's Construction Management Support Services (CMSS) contract with NY State**, which provided final inspections and change orders for NY State's Housing Recovery Program.
- **Managed local HMGP projects for Louisiana parishes** recovering from Hurricane Katrina and worked on the state-led Katrina/Rita HMGP housing program.

Technical and Functional Project Experience

Program Manager, LA OCD, Restore Louisiana Housing Assistance Program—HGA, Baton Rouge, LA, October 2017—present

- Serves as the HGA Program Manager for inspection services provided to LA OCD for the Restore Louisiana Housing Program.
- Oversees the contract and ensures that all deliverables meet the highest standards of quality. HGA deliverables are accepted by customers as compliant and correct at a rate exceeding 99%. Customers return less than 1% of deliverables with a request for minor adjustments, which are made promptly and studied to prevent future issues.

Program Manager, NYS Governor's Office of Storm Recovery (GOSR), CDBG-DR Recovery Programs—HGA, New York, NY, May 2014—present

- Serves as the HGA Program Manager for the NYS GOSR Community Reconstruction (CR) and Infrastructure Recovery



Professional Affiliations

- Council Member, Louisiana Association of Business and industry (LABI)

Jack Hunt, page 2

Program and the Construction Management Support Services (CMSS) contract for the Housing Recovery Program.

- The CR and Infrastructure Recovery Program consists of \$1.2 billion in CDBG-DR funding, with more than 300 infrastructure projects across 50 local NY governments.
- The Infrastructure Recovery Program includes multiple FEMA HMGP Global Match projects, a FEMA PA Match program, and Rebuild by Design projects.
- The CMSS for the Housing Recovery Program provides housing inspections and change order/clarifications, with well over 6,000 inspections and change orders/clarifications performed to date.

Project Manager, Plaquemines, St. Bernard, and St. Tammany Parishes, Hazard Mitigation Grant Program—HGA, Baton Rouge, LA, April 2013–April 2014

- Managed over \$150 million in HMGP and HMA funding for several Louisiana parishes, with total project costs of \$200 million. Projects included housing programs for more than 400 elevations/repairs and 24 infrastructure improvements.

Project Controls Manager, New York City Rapid Repairs Program—The Shaw Group, New York, NY, November 2012–April 2013

- Managed all databases, reporting, and scheduling for the New York City Rapid Repairs Program—a first-of-its-kind \$600 million program to provide sheltering-in-place for homeowners affected by Hurricane Sandy.
- Managed more than 50 people from four different contractors to accomplish program reporting goals.
- Delivered all program reporting, including daily reports for New York City Mayor.
- Integrated schedules from 11 general contractors to develop the program master schedule.

Project Control Manager, LA OCD, HMGP—The Shaw Group, Baton Rouge, LA, May 2011–February 2012

- Provided business management, change control, cost management, and reporting for a \$750 million mitigation grant program for individual homeowners.

Project Controls Manager, LA Coastal Protection and Restoration Authority, Barrier Berm Restoration—The Shaw Group, New Orleans, LA, May 2010–April 2011

- Provided reporting, scheduling, change control, and financial analysis for this \$260 million project to protect Louisiana's coast by rebuilding barrier islands (in response to the BP Deepwater Horizon oil spill). It included the largest dredging fleet on a single project in U.S. history, which built more than 15 miles of berm in less than nine months.



Years of Experience: 25

Areas of Expertise

- HUD Community Development Block Grant – Disaster Recovery (CDBG-DR)
- HUD Rebuild by Design (RBD)
- HUD National Disaster Resilience Competition (NDRC)
- HUD Disaster Recovery Grant Reporting (DRGR) System
- FEMA Robert T. Stafford Disaster Relief Funds Act
- FEMA Public Assistance Program (PA)
- FEMA PA 406 Mitigation and 428 Alternative Pilot Program
- FEMA Hazard Mitigation Program (HMGP)
- FEMA HMGP Section 404
- FEMA Individual Assistance (IA) Program
- EPA Storm Mitigation Loan Program (SMLP)
- EPA Clean Water Act (CWA)
- EPA Supplemental Environmental Projects (SEP)

Kris Van Orsdel

Startup Task Force/As-Needed Project Manager

Highlights

- **Experience creating and managing high-profile public programs and leading major disaster recovery efforts**, to include those for Hurricanes Katrina, Rita, Gustav, Ike, Sandy, and Matthew, and the Deepwater Horizon BP Oil Spill.
- **Secured billions of dollars for recovery** through the Federal Emergency Management Agency (FEMA) and U.S. Department of Housing and Urban Development (HUD).
- **Asked by FEMA and HUD to provide subject matter expertise and strategic advice to state, county, and local governments** regarding program development, based on his experience using federal funding streams and HUD CDBG-DR funds to address recovery needs.
- **Leading expert on how to use CDBG-DR funds to address community infrastructure resilience and recovery needs**; has created programs for large urban areas, rural communities, and counties.
- **Invited to give presentations and trainings** by FEMA, HUD, multi-agency federal task forces, non-profit organizations, and universities. Topics focused on innovative ways to maximize funding streams through the creation of match programs while developing programs that make communities more resilient through strong community engagement and inclusion.
- **Created housing programs and built recovery programs** for school systems, public housing authorities, utility providers, the small business community, the agricultural sector, and the fishing industry.
- **Created and ran the largest non-federal share local match program in the history of the CDBG-DR programs** by using HUD funds to match FEMA PA and HMGP and EPA storm mitigation loan projects.
- **Possesses an economic and financial research** background with excellent skills in government relations, coalition-building, community engagement, and public speaking.
- **Advocated for and implemented projects that advanced environmental policies** using innovative green infrastructure technologies and natural systems. Created programs that use microgrids and emerging energy technologies to increase resiliency, found ways to provide matching funds to support energy systems, and has



addressed public health and public health access issues using his considerable data mining and information technology skills.

Areas of Expertise (continued)

- Resources and Ecosystems Sustainability, Tourist Opportunity, and Revived Economies of the Gulf States (RESTORE) Act of 2011
- National Oceanic and Atmospheric Administration (NOAA)/ National Marine Fisheries Service (NMFS) Commercial and Recreational Fishing Industry Hurricane Relief Disaster Recovery Grants

Education

- Senior Executives in State & Local Government, Kennedy School of Government, Harvard University, 2008
- Graduate Coursework in Natural Resource Economics & Policy, University of Maine, Orono, ME, 1994
- B.A., Government and International Relations, University of South Carolina, Columbia, SC, 1990

Relevant Project Experience

CDBG-DR Practice Lead, State of North Carolina Hurricane Matthew Recovery Programs—Hagerty Consulting, Raleigh, NC, 2017–2018

- Helped the State of North Carolina to implement a \$236 million disaster recovery program using HUD CDBG-DR funds focused on restoration and repair of public and private housing impacted by Hurricane Matthew.
- Provided strategic guidance to the State on how to design and implement its suite of housing and infrastructure programs to remain CDBG-DR-compliant.
- Drafted the substantial Action Plan Amendment and policy and procedure manuals for North Carolina's housing and infrastructure programs, including its *CDBG-DR Administrative Manual*.
- Provided strategies for how the State could launch intake centers in impacted counties to efficiently collect housing recovery program applications.
- Provided technical assistance to State and county staff and contractors on how to implement housing and infrastructure programs. Provided training to call center staff so that they could help homeowners apply for housing programs.
- Provided strategies to the State on how to maximize funds to implement a FEMA 428 program for severely impacted Public Housing Authorities and on how to use CDBG-DR home buyouts as match for FEMA's HMGP

Managing Director, Infrastructure and Local Government Programs, New York Governor's Office of Storm Recovery, Albany, NY, 2013–2017

- Created, developed, and managed recovery programs using \$1.3 billion of HUD CDBG-DR funds provided to the state to address recovery needs from five disasters: Hurricane Sandy, Hurricane Irene, Tropical Storm Lee, the 2013 Floods, and Winter Storm Nemo.
- Created, developed, and directed a team that ran the largest non-federal share "local match" program in CDBG-DR history, coordinating the use of HUD CDBG-DR funds as match for projects in FEMA's PA, HMGP, and IA programs and the EPA's Storm Mitigation Loan Program (SMLP). This funding aided more than 1,500 units of government, schools, public utilities, energy providers, roads, housing authorities, and first responder facilities.



- Worked with local, county, and state governments; public housing authorities; and wastewater treatment plants to maximize federal funding, identify unmet recovery needs, and implement strategies to use CDBG-DR and other federal funds to help the entity recover, including the \$830 million repair of Bay Park Sewage Treatment Plant using FEMA 428 Public Assistance Alternative Procedures (PAAP) funds.
- Provided considerable outreach and technical assistance to units of government, public housing authorities, and schools on how to use CDBG-DR funds while remaining compliant.
- Engaged with HUD's Office of Community Planning and Development (CPD) staff on program design, policy, and HUD compliance issues for infrastructure and local government programs, including how to integrate the needs of impacted public housing authorities into the housing and infrastructure programs.
- Led agency efforts to procure contractors to help the agency implement programs in local government, infrastructure, and community recovery programs.
- Developed innovative recovery and resiliency programs and projects that maximize funds to address environmental and recovery needs while considering the impacts of climate change and sea-level rise on community development, economic revitalization, and infrastructure. Directed teams on the two New York Rebuild by Resign (RBD) projects.
- Created and implemented an innovative \$20 million microgrid energy program using CDBG-DR funds that will make communities more resilient to future storm events. Focused on creating microgrids in low-to-moderate-income (LMI) communities and areas and tying them to at least one critical infrastructure asset in the community.
- Led efforts within GOSR to ensure that the FEMA PA 428 program being implemented after Sandy was provided to public housing authorities, public energy systems, hospitals, and wastewater treatment plants outside of New York City. Implemented mechanisms for local match.
- Managed and directed a team that used NOAA disaster recovery funds to assist the recreational and commercial fishing sectors impacted by Hurricane Sandy. Ensured that the program did not result in a duplication of benefit with other NOAA, HUD CDBG-DR, or Small Business Administration (SBA) program funds.
- Drafted and helped to develop HUD action plans and quarterly progress reports (QPRs), and set up activities in HUD's DRGR system.
- Invited by HUD to provide training to other CDBG-DR grantees in New Orleans and Chicago on how to coordinate HUD and FEMA funding to address recovery needs. Invited



by Rebuild by Design (RBD) and universities to give presentations on how to incorporate and build resiliency measures into recovery programs, focusing on the use of natural measures.

Assistant Director for Recovery Programs, Sandy Recovery, New Jersey Department of Community Affairs, Trenton, NJ, 2013

- Established programs so that New Jersey could access HUD CDBG-DR funds to address infrastructure, local government, and small business recovery needs following Hurricane Sandy using roughly \$600 million of CDBG-DR allocation.
- Conducted site visits of disaster housing program intake centers to assess, streamline, and improve customer service. Recommendations led to improved outcomes and reduced waiting times.
- At the direction of the Secretary, led the effort to relocate the CDBG-DR housing program call center from Florida to New Jersey to improve customer service experience for impacted homeowners, identifying and using a veteran-owned business.
- Helped to draft HUD action plans and QPRs and set up DRGR system activities.
- Communicated and engaged frequently with HUD CPD staff and NJ Governor's Office of Recovery and Rebuilding (GORR) on program design, policy, and HUD compliance issues for newly created disaster recovery programs.
- Developed policy and procedures and operating manuals necessary for recovery programs to become operational.
- Directed teams of consultants and state staff working on long-term planning needs and focused on economic and community development, transportation-based microgrids, county and local government initiatives, and non-federal share programs.
- Assisted finance team with review of housing program vouchers to speed payments to impacted homeowners.

Senior Policy Analyst & Government Affairs Manager, Ocean Conservancy, Deepwater Horizon Gulf Restoration Program, 2011–2012

- As a result of the 2010 Deepwater Horizon/BP oil spill, served as lead regional government affairs manager for five Gulf coast states. Developed strategies to provide support necessary for Congress to secure passage of the RESTORE Act, which ensured that over \$20 billion in fines and 80% of Clean Water Act penalties generated from the BP oil spill, were returned to the Gulf coast states for projects to address environmental restoration and economic recovery.



- Invited by President Obama's appointed Federal Task Force to represent all gulf coast NGOs when the Gulf Coast Ecosystem Restoration Task Force released its final strategy document for the region.
- Served as the only non-Mississippi resident on the Mississippi GoCoast 2020 Seafood Committee, which provided funding recommendations to the Governor on how to use funds from the RESTORE act to address the seafood industry's immediate and long-term recovery needs.
- Secured partnerships across the Gulf of Mexico with non-traditional environmental allies, including local and municipal governments, chambers of commerce, economic development agencies, fishing, tourism, and business.
- As the senior policy analyst, helped to put Citizen Advisory Committees in place at the state and federal levels. Conducted considerable outreach, public speaking, and relationship-building with state and local government leaders from both political parties, engaging frequently with the federally created Natural Resource Damage Assessment (NRDA) Trustee Council.

**Policy Director, Louisiana Recovery Authority (LRA)/
Office of Community Development (OCD), 2006–2011**

- Served in multiple roles of increasing responsibility, eventually serving as policy director. Focused on securing funding, establishing principles, and creating recovery programs to rebuild Louisiana following Hurricanes Katrina, Rita, Gustav and Ike.
- Responsibilities included policy analysis, strategic planning, allocating and coordinating federal funds, as well as significant program management and outreach activity. Prepared state and Congressional testimonies, testified at legislative committee hearings, and conducted complex policy briefings with the LRA board, state and local officials, and federal agencies, and with President Bush's and Obama's federal coordinating groups.
- Developed recovery programs, allocations, and justifications to allocate over \$2 billion in CDBG -DR funding to help municipal and local governments implement community-driven recovery programs and to address the recovery needs of key industry sectors.
- Identified and developed a strategy using a grass-roots campaign that resulted in 100% federally funded marine debris removal program in south Louisiana. FEMA had previously told local governments this \$250 million was an ineligible cost.
- Developed recovery program, allocation, and justifications that provided \$247 million to assist impacted public-school



districts. CDBG-DR funds augmented FEMA funds to repair these districts for more resilient schools.

- Led the agency's effort to create a suite of disaster recovery programs to help the State's multibillion-dollar fishing industry recover using ~\$100 million of CDBG-DR, FEMA, and NOAA funds.
- Member of the Charity Hospital team that secured \$490 million to rebuild a critically important teaching and critical care center.
- Analyzed, examined, and tracked federal FEMA PA obligations and payments for more than 20,000 project worksheets. Developed concept that reduced payments from 60 days to less than 14 days.
- Identified and helped to remove a bottleneck in the FEMA PA program slowing the rebuilding of projects following Katrina. Over \$650 million of FEMA PA projects valued at \$1 million or more were stuck in FEMA review queues despite statutory deadlines to review or obligate funds. Led a campaign working with the Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP), Congressional delegation, and LRA board to remove the bottleneck. Developed tracking mechanism to prevent recurrence.
- Conducted the economic and financial analysis to support LRA's campaign to have the FEMA cost-share for Hurricane Katrina be removed given the level of devastation.
- Following the 2010 BP Oil spill, helped to coordinate the state's response to address economic, health, and social impacts of the disaster by leading an interagency work group, communicating recovery needs to the White House representative, and working with the federally appointed claims representative to assist impacted fishermen.
- With the Agriculture Commissioner, led the effort to create disaster recovery programs to help the State's agriculture industry recover following Hurricane Gustav.

**Director of Planning and Research/Senior Consultant,
South Carolina Department of Health & Human Services,
Columbia, SC, 2003–2006**

- Created and directed a new financial research unit that forecasted the state's \$4.3 billion Medicaid budget. Helped to develop and implement strategies that modernized the agency's health information technology systems. Led efforts to implement a non-emergency transportation network.

**Economist/Finance Analyst, North Carolina Department
of Revenue, Raleigh, NC, 1998–2001**

Conducted economic research and prepared financial estimates, forecasts, and projections of revenue streams using quantitative and qualitative techniques.



Years of Experience: 31

Areas of Expertise

- Disaster Recovery
- CDBG-DR
- Start-Up Operations
- Program Design
- Policy and Procedure Development
- Operations Management
- Appeals Processing
- Quality Control and Monitoring
- Small Rental Program
- Executive Management Consulting Firm & two Fortune 100 Consumer Services Companies
- Direct Large-Scale Complex Organizations
- Organizational Design
- Operations Start-up and Closeout
- Change Management
- Uniform Relocation Act (URA)

Joan Greer

Startup Task Force/As-Needed Project Manager

Highlights

- **Served as Director of Operations for the New Jersey Hurricane Sandy Housing Program** and as **Program Director for Quadel's Road Home contract** for the State of Louisiana's disaster recovery project for Hurricanes Katrina and Rita.
- **Served as Chief Operating Officer** of Quadel Consulting, leading national provider of program management, consulting, and training for HUD-funded affordable housing industry and is a **certified Change Manager**.
- **Provided technical assistance for HUD CDBG-DR Action Plan development** for U.S. Virgin Islands (USVI) and development of CDBG-DR Program policies.
- **Directed operations for Louisiana Road Home Housing Assistance Centers** for application intake, eligibility, DOB, and award calculation.
- **Managed the Policy Development and Management Oversight Team** under the Louisiana Road Home contract for the Small Rental Property Program.
- **Demonstrated success in executing large-scale initiatives** in highly matrixed environments.
- **Directed national, statewide, and local outreach** to homeowners and rental property program participants.

Technical and Functional Project Experience

Subject Matter Expert, USVI, CDBG-DR Technical Assistance—KJ Greer Management Consulting, LLC, Baton Rouge, LA, November 2018—present

- Development of policies and procedures for all CDBG-DR programs, including Homeowner Reconstruction and Rehabilitation, Small Rental Habilitation, New Construction for New Homebuyer, Public and Affordable Housing Developments.
- Provides program launch/start-up planning resources.

Subject Matter Expert, HUD Community Compass, USVI and Puerto Rico, CDBG-DR Technical Assistance—Quadel Consulting, Washington, DC, March 2018—May 2018

- Directed team of CDBG-DR subject matter experts providing technical assistance to Puerto Rico and U.S. Virgin Islands as they prepared their Action Plan.



Education

- M.B.A., Business Administration, Louisiana State University, Baton Rouge, LA, 1980
- B.S. Psychology, Louisiana State University, Baton Rouge, LA, 1977

Other Experience

Dell, Inc

- Director Service, April 2006–May 2007

Qualex, Inc. (Eastman Kodak Subsidiary)

- VP Kodak Service and Support, May 2003–December 2005
- VP Engineering & Technology, June 2002–April 2003
- Sr. Director Process Engineering, June 1996–June 2002
- Consultant, Kodak Worldwide Consumer Imaging, June 1991–June 1996

- Supported Action Plan development, reviewed program design, and led development of case management best practices.

Contract Manager, Louisiana Housing Authority, Small Rental Program Support—Quadel Consulting, Baton Rouge, LA, February 2016–June 2017

- Recruited and provided oversight of staff for Small Rental Program long-term monitoring.

Director, State of New Jersey, Hurricane Sandy Housing Recovery Programs—Quadel Consulting, Newark, NJ, May 2013–January 2014

- Directed start-up operations for Hurricane Sandy housing recovery programs in New Jersey, completing closings for more than 16,000 awards in the first seven months of the contract.
- Established and directed operations of a 60-seat call center and nine county Housing Assistance Centers with more than 300 staff for intake and processing of applications; started up within 30 days of contract execution.
- Developed and administered New Jersey Resettlement and Reconstruction, Rehabilitation, Elevation, and Mitigation (RREM) program.

Louisiana OCD, Small Rental Program Support—Quadel Consulting, Baton Rouge, LA, June 2009–February 2012

- Directed team of CDBG-DR subject matter experts.
- Designed and implemented construction management option and developed associated policies.
- Documented all program policies, procedures, change control for process flows, standard operating procedures, and desk references.
- Provided subject matter expertise for Small Rental Property Program rent and income limits.
- Provided Section 3 monitoring for construction projects.
- Provided Uniform Relocation Act (URA) services, including compliance reviews, eligibility determinations, tenant relocation plan development, and site assessment reviews.

Louisiana OCD, Road Home Homeowner & Small Rental Programs—Quadel Consulting, Baton Rouge, LA, May 2007–June 2009

- Managed 12 Homeowner Assistance Centers in Louisiana, with more than 700 advisors providing services to determine eligibility and process applications from intake through data collection, inspection, and preparation for closing for more than 240,000 applications and 127,000 eligible homeowners.



Joan Greer, page 3

- Developed recruitment, organization, and staffing plans throughout the program, including ramp-down plans for contract closeout.
- Developed standard operating procedures to support program requirements, including applicant appointments, quality assurance (QA), quality control (QC), and appeals.
- Managed and streamlined processes for more than 15,000 appeals.

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TED GUILLOT

STARTUP TASK FORCE/AS-NEEDED PROJECT MANAGER

Ted Guillot serves as the Director of GCR's Community Planning & Resilience Division. Over the past several years, Ted has partnered with local and state governments in the design and implementation of innovative disaster recovery projects and programs aimed at creating more resilient communities. Ted's work includes leading GCR's team that supported several jurisdictions in HUD's National Disaster Resilience Competition, during which he served as a facilitator and subject matter expert at the Rockefeller Foundation's Resilience Academies.

Ted specializes in integrating traditional project management with regulatory compliance best practices through the creation of organizational frameworks, work plans, and functional toolkits that guide the administration of complex recovery and resilience-building initiatives. Prior to joining GCR, Ted worked at the Louisiana Housing Corporation where he directed the design and administration of over \$800 million in CDBG-DR funded disaster recovery programs that addressed the state's recovery needs following Hurricanes Katrina, Rita, Gustav, Ike, and Isaac.

QUALIFICATIONS

- Over 12 years of experience managing complex projects and programs.
- Provides direct technical assistance to state and local governments on federal regulatory compliance and grants management best practices.
- Proficient in the design and implementation of innovative programs that leverage multiple funding sources.
- Skilled in collaborating with various stakeholder groups to identify priorities and build consensus on how best to address community development needs.

EDUCATION

Bachelor of Arts, English, 2004
Bachelor of Arts, Spanish, 2004
Louisiana State University

RELEVANT EXPERIENCE

California CDBG-DR Action Plan and Technical Assistance

Client: State of California Department of Housing and Community Development

Description: The State of California was awarded \$212 million in HUD CDBG-DR funds in response to wildfires, mudslides, and debris flows that occurred in October and December 2017. Immediately following the funding announcement, the State brought on GCR to provide full-scale pre-award support. Specific efforts have included the development of the Financial Certifications package and Implementation Plan, drafting administrative policies and procedures relative to key internal controls, and providing technical assistance on best practices for standing up a new disaster recovery unit within the department. In addition, GCR led the effort to draft the State's CDBG-DR Action Plan, which included a disaster-wide data collection effort to assess impacts and unmet recovery needs, multiple rounds of stakeholder engagement and public meetings, program design and development, grant expenditure projections, and close coordination with local governments throughout the process. The GCR team is also working with the State relative to the anticipated allocation of CDBG-MIT (mitigation) funding, ensuring clarity relative to applicable rules and regulations, eligible uses, and project selection criteria.

Project Role: Ted serves as GCR's project director for this assignment. His role includes overall project management and coordination, outreach facilitation, interfacing with key stakeholders, and supporting the state in its overall approach and vision for recovery.



State of Texas Hurricane Harvey Recovery – Homeowner Assistance Program (HAP)

Client: State of Texas General Land Office (GLO)

Description: GCR is providing technical assistance and subject matter expertise in coordination with its project partner AECOM to the State of Texas General Land Office as they implement the Homeowner Assistance Program (HAP). HAP is a reconstruction and repair program developed to assist homeowners impacted by Hurricane Harvey statewide. GCR provides regulatory support and staff augmentation services for two Councils of Government (COGs); Southeast Texas (SET) and the Houston-Galveston Area Council-West/Lower Colorado Region (HGAC-W/LCR). HAP is projected to serve more than 2,000 homeowners combined in both service areas.

Project Role: Ted provides recovery program subject matter expertise and project management in coordination with GCR's partner.

HUD Community Compass – Puerto Rico CDBG-DR Technical Assistance

Client: U.S. Department of Housing and Urban Development

Description: GCR is part of a team of firms providing technical assistance to Puerto Rico's Department of Housing in support of the launch of its CDBG-DR funded programs. GCR's role has included drafting administrative policies and procedures, performing cost estimates for procurement activities and generally supporting procurement efforts, and assisting with program design and development. In addition, GCR personnel have developed and conducted trainings for Puerto Rican personnel on a broad spectrum of key topics, ranging from financial management to the fundamentals of CDBG-DR funding.

Project Role: Ted serves as GCR's project director for this assignment. His role includes overall project management and coordination, providing regulatory guidance, and supporting the development of project deliverables.

Louisiana Flood Recovery Support

Client: Louisiana Office of Community Development – Disaster Recovery Unit (OCD-DRU) (Baton Rouge, LA)

Description: In anticipation of an initial allocation of HUD CDBG-DR funding in response to the Great Floods of 2016, OCD-DRU engaged GCR to support its efforts in several areas critical to the development of the overall plan to initiate recovery activities and the design of the state's specific recovery programs. Specific tasks included the development of an initial CDBG-DR Action Plan that outlined Louisiana's plan to utilize an initial allocation of \$438M as well as an Action Plan Amendment following a second allocation of more than \$1.2B, supporting the production of the Program Manual for the state's Restore Louisiana Homeowner Program, and supporting OCD-DRU's public engagement efforts related to the initial Action Plan and Action Plan Amendment.

Project Role: Ted led GCR's team supporting OCD-DRU, working in close coordination with state staff and leadership on the successful execution of the full scope of services and timely completion of all project deliverables.

City of New Orleans National Disaster Resilience Implementation

Client: City of New Orleans

Description: GCR serves as the primary outside advisor to the City of New Orleans for the implementation of its \$141 million CDBG-NDR award to develop the Gentilly Resilience District, an initiative focused on water management and economic opportunity in a low-lying area of New Orleans. GCR's role includes a variety of components ranging from detailed project coordination, stakeholder engagement, financial analytics, project design and CDBG-NDR regulatory support.

Project Role: Ted leads all aspects of GCR's assignment, including advising the City on policy and program development based on best practices and CDBG-NDR regulations.

City of Norfolk, VA National Disaster Resilience Implementation

Client: City of Norfolk, VA Mayor's Office of Resilience

Description: GCR serves as the City of Norfolk's grants management and regulatory compliance subject matter expert for the implementation of its \$115 million CDBG-NDR award to implement its suite of resilience-building initiatives in the Ohio Creek watershed. The effort comprises a suite of projects and programs, including shoreline restoration and protection, parcel level green infrastructure, increasing community connectivity, and



creating economic opportunities for low income residents. GCR's role includes program design, the provision of technical assistance to the City and its partners, the completion of mock audits, development and delivery of a regulatory training programs, and overall regulatory compliance support (including the development of a CDBG-NDR Administrative Manual to ensure compliance with all applicable requirements).

Project Role: Ted serves as GCR's project director, ensuring the successful delivery of GCR's scope of services, addressing client support needs, and providing subject matter expertise across all aspects of the project.

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Years of Experience: 20

Areas of Expertise

- HUD CDBG-DR
- National Environmental Policy Act (NEPA)
- HUD Regulations 24 CFR 58
- HUD Tiered Environmental Reviews
- Historic Preservation
- Section 106 Reviews
- Disaster Recovery Process Planning
- Project Management

Education

- M.S., Preservation Studies, Tulane University, New Orleans, LA, 2012
- B.A., Historic Preservation & Architecture History, Savannah College of Art and Design, Savannah, GA, 1998

Certifications

- Qualified Historic Preservation Professional, Secretary of the Interior (SOI)

Derek Galose

Startup Task Force/As-Needed Project Manager

Highlights

- **More than 14 years of experience** advising and implementing federal and state disaster recovery programs, and more than **20 years in historic preservation**.
- **Worked with HUD environmental staff to develop a streamlined process for completing environmental reviews** for CDBG-DR programs. This approach is at the forefront of aligning and coordinating HUD and FEMA environmental and Section 106 reviews into a single process.
- **Contributed to the HUD Addendum process to the FEMA PA Program**, which streamlines Section 106 compliance and has become a model for recovery cooperation among federal, state, local, and tribal partners.

Relevant Project Experience

Environmental/Historic Preservation Manager, Virgin Islands Housing and Finance Authority (VIHFA), Disaster Recovery Program—HGA, New Orleans, LA, April 2018—present

- Works directly with the VIHFA Environmental Director daily on developing the environmental review process for all CDBG-DR funded programs. Conducts weekly conference calls as well as organized onsite environmental training with HUD Regional Environmental Officers and HUD Headquarters Environmental staff.
- Working with HUD's Federal Preservation Officer and the USVI SHPO on the HUD Addendum to the FEMA Programmatic Agreement (PA) for Section 106 Reviews.

Senior Environmental/Historic Preservation Manager, RISE West Virginia Disaster Recovery Program, 2016 Floods—Ardurra Group, Columbia, SC, June 2015—March 2018

- Completed Tier I broad environmental reviews for all 12 declared counties and worked on Tier II site-specific environmental reviews for approximately 1,000 applicants.
- Performed site-specific environmental assessments and adapted FEMA Environmental and Historic Preservation (EHP) reviews for the HMGP Match. Wrote environmental policy and procedures for all programs.
- Completed 80 reviews for activities and projects that were Categorically Excluded Subject to Section 58.5 pursuant to 24 CFR 58.35(a).



Relevant Employment History

- HGA, April 2018–present
- Ardurra Group, LLC, June 2015–March 2018
- GCR Inc., 2013–2014
- State of Louisiana, 2007–2013
- FEMA, 2005–2007

Environmental Manager and acting Historic Preservation Specialist, South Carolina Disaster Recovery Office (SCDRO), Severe Storms and Flooding and Hurricane Matthew—Ardurra Group, Columbia, SC, 2015–2018

- Completed 23 Tier I broad environmental reviews for all 23 declared counties in three months; these reviews included published Findings of No Significant Impact (FONSI) and Notice of Intent to Request Release of Funds (NOI/RROF) for the declared severe storms and flooding disaster.
- Reviewed and cleared more than 2,500 Tier II site-specific environmental reviews in the environmental system of record.
- Helped streamline the environmental process for counties affected by both the 2015 floods and Hurricane Matthew by working with HUD to determine if 24 CFR Part 58.47 would apply if a Tier I broad environmental review had already been completed. HUD approved re-evaluation for the 24 counties affected by both disasters, allowing immediate authorization of funds and completion of Tier II reviews.
- Selected as the Secretary of the Interior (SOI) Qualified Historic Preservation Professional to review project activities using the Tier 2 programmatic allowances in the HUD/FEMA Programmatic Agreement; conducted standard Section 106 reviews with South Carolina Department of Archives SHPO.

HUD CDBG Environmental Technical Advisor, New York State Homes and Community Renewal (HCR) Environmental Unit and GOSR, New York Rising Housing Recovery Program—GCR Inc., New York, NY, 2013–2014

- Worked with HCR environmental staff to complete and review all Tier I and Tier II reviews for New York Rising Buyout and Acquisition Program, including Homeowner Programs; Single Family, Rental Properties, 5+ Residential Properties, and Bulkhead Programs; and NY Rising Small Business Recovery Program.

Disaster Recovery Environmental Analyst and Architectural Historian/Section 106 Reviewer, Disaster Recovery for Hurricanes Katrina, Rita, Gustav and Ike—State of Louisiana, Baton Rouge, LA, 2007–2013

- Ensured release of CDBG-DR funds after proper environmental certification had been submitted to the State. Provided support to grantees and parish program staff for the environmental review process while working with environmental consultants on completing environmental assessments (EAs), environmental impact statements (EISs), and Environmental Review Records (ERRs).
- Tracked all FEMA 106 reviews for the LA SHPO while providing knowledge of Section 106 rules, regulations, processes, and procedures. Provided on-site outreach to



Derek Galose, page 3

property owners, developers, and citizens about the Section 106 process and local zoning issues.

Historic Preservation Specialist, Disaster Recovery for Hurricanes Katrina and Rita—FEMA, Baton Rouge, LA, 2005–2007

- Drafted Determination of Eligibility for structures 45+ years; completed NHPA compliance reviews; signed off on project worksheets for NEPA and Section 106 review compliance; and provided technical assistance to affected parishes on FEMA's EHP and Section 106 compliance responsibilities.

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Linda Green Angus, MBA, CFE, CDFA

Startup Task Force/As-Needed Project Manager

Biography

Linda Green Angus is a founding member and the CEO/Managing Member of Financial Forensic LLC. Financial Forensic provides consulting services in the form of financial forensic examinations, white collar crime examinations, forensic accounting, and project advisory, project management and compliance services to private clients and governments. In her career, Linda has served as the chief executive and administrative officer of 6 County Governments in Pennsylvania, New York, South Carolina and Georgia. She worked as a Director of KPMG's National Forensic Practice, a Managing Director of Daylight Forensic National Practice in Miami, and has taught for 11 Universities and Colleges in the U.S. and in Iceland. She has worked on teams that have performed investigations concerning a variety of complex matters including but not limited to bank fraud, insurance fraud, healthcare fraud, government contract and grant fraud, and private client contract disputes. She is considered a subject matter expert in government regulatory compliance, finance and budgeting.

Areas of Expertise

- Certified Fraud Examiner
- Certified in Healthcare Compliance
- Former County Executive/County Manager (NY, SC, PA, GA)
- Former Director KPMG National Forensic Practice
- Former Revenue Commissioner OMRDD State of New York
- Former Government Finance Director (SC, NM)
- Tax Increment Financing for Local Governments
- Forensic Accountant
- Regulatory Compliance Monitor
- Complex Contract Dispute Investigations

Experience

Financial Forensic LLC, CEO/Managing Member (2012 – Present)

Founded Financial Forensic LLC in 2012 with business partner Bill Barker, CPA, CFE, CFF. Led investigations on behalf of law firms that included: complex contract disputes, class action forensic investigation involving a stent implantation case involving Catholic Charities, contract disputes on behalf of a court receiver regarding ownership determinations, major bank trust manager investigation, major insurance company financial investigations. Worked on behalf of a disaster management client to serve as the Director of Monitoring and Compliance for the Hurricane Sandy \$2 billion Housing Program in New York. Subject matter expertise in federal and state disaster recovery project and grant management. Expertise in government finance, organizational issues, Tax Increment Financing, bonded debt restructuring, infrastructure bank design and implementation.

Daylight Forensic, Miami, Florida (2008 – 2010), Managing Director Forensic National Government Practice

Recruited and contracted to lead the Miami office and the national government forensic practice. Work included business development and investigative work including AML work for Wachovia, Mexico, a racketeering investigation on behalf of a Manhattan law firm focused on the FAA and an international airport, hospital qui tam investigation, and various fraud investigations in South Florida.

KPMG LLP, Atlanta, Georgia (2005 – 2008), Director Forensic National Government Practice

Hired to lead the national local government forensic practice. Sold and managed a \$60M + project to manage the anti-fraud, waste and abuse effort for the Hurricane Katrina \$12 Billion Housing Program. Other representative forensic work included investigations involving the Miami-Dade Housing Authority, Dell, Home Depot, Shaw Engineering, and Health South.

Chief Executive Officer/County Manager (1989-2005)

Managed 6 County Governments over a period of 15 years. Known as a financial and operational “turn around” expert; managed, restructured organizations, streamlined financial bonded debt, created Tax Increment Financing Districts, managed aggressive multi-billion dollar infrastructure building programs. Managed 1200 to 2000 staff in each multifaceted organization including police departments, hospitals, housing, water/sewer authorities, fire departments and more.

Henry County Government (2001 – 2005), McDonough, Georgia

Horry County Government (1996 – 2000), Myrtle Beach, South Carolina

Sullivan County Government (1993 – 1996), Monticello, New York

Cambria County Government (1991 – 1993), Ebensburg, Pennsylvania
Butler & Armstrong County Governments (1989 – 1991), Butler &
Kittanning, Pennsylvania

Associate or Adjunct Professor

Taught graduate and undergraduate business courses to fighter pilots, enlisted Air Force and Navy Personnel, as well as civilians in: Accounting, Finance, Business Policy, Management, Marketing and Decision Making for the following Universities:

Marshall University
University of South Carolina
University of West Florida
University of New Mexico
Golden Gate University
University of Maryland,
Embry Riddle Aeronautical University
University of North Carolina
New Mexico State University
City Colleges of Chicago

Education and Certifications

BBA – Accounting, Marshall University
MBA – Finance, Marshall University
CFE (Obtained in 2013) – Certified Fraud Examiner
Post Graduate Leadership and Forensic Training – KPMG University
Post Graduate Study in Public Policy – University of North Carolina (Charlotte)

Recent Publications

Green Angus, L., (2016) “Managing Federal Grant Oversight – The New Super Circular: 2 CFR 200.” *J. ICMA Public Management*.
Green Angus, L., and Sigler, K., (2014) “What Corporate Integrity Agreements Reveal.” *HCCA Compliance Today*.

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Project Role: DRGR Support Staff

Experience: 13 years

Education: Master of Public Administration, Texas State University, San Marcos, TX, 2009
Bachelor of Arts, Political Science, California State University, San Marcos, CA, 2002

Professional Development:

- Agency Fiscal Management & Oversight
- Strategic Planning
- Program Monitoring
- Contract Management
- Project Management
- Public Outreach
- Government Affairs

Summary of Experience and Qualifications

Texas General Land Office (TXGLO)

9/2011 - 2017

Assistant Director - Finance

Oversaw and managed the finances of a \$3.7 Billion federal CDBG-DR grant program, to include but not limited to overseeing a \$158 Million operating budget, cash management operations, compliance with state & federal regulations, program performance and financial reporting, **draw requests**, along with other financial activities. Provided oversight and major problem resolution on performance and financial initiatives for the grant's infrastructure, housing, and economic development programs. **Managed and maintained HUD's DRGR portal for financial reporting.** Provided critical and invaluable management counsel to executive leadership in achieving the least amount of exposure on tasks across teams, including **DRGR Action Planning**. Collaborated with internal teams and federal representatives on performance metrics, strategy and implementation of program policy plans, and compliance mandates. Prepared and presented program reviews, **quarterly progress reporting**, providing feedback on program milestones, and goals and objectives. Lead and managed a team of 10 direct reports with an additional 25 indirect reports.

Key Accomplishments

- **Created and rolled out a division wide federal reporting task force**, that would ensure cross-collaboration between departments, provide adequate resource sharing, and ensure timely reporting to federal cognizant agency.
- **Strategized an engineering design and construction benchmark model**, in collaboration with the projects oversight team for sewer and water facilities, streets and drainage, public facilities, residential construction, and others.
- **Project manager on the accounting systems conversion**, established a new program cost accounting infrastructure, general ledger account code methodology, reconciliation process, and overlays between program and financial business processes.

AGS, LLC

05/2011 - Present

Managing Partner

Manage independent firm specializing in public affairs and business management solutions – financial business management, budget/forecasting, community and economic development, operational and strategic planning, project management, supply chain management, and public relations.

Texas Department of Rural Affairs (TDRA)

8/2009-8/2011

Development Manager

Responsible for the development of policies and procedures, budgets, key performance indicators, **financial procedural reviews**, grant applications, business processes, long term strategic planning, along with other



development initiatives for a \$1.5 billion federal grant. Work collaboratively with multiple constituencies, internal and external stakeholders, and executive leadership to advance and develop the program.

Key Accomplishments

- **Key representative for the program at various forums**, facilitating public discussions on program guidelines and providing expertise to various interest and stakeholder groups throughout Texas.
- **Played key role in development of the contract-grant management system.** Facilitated work sessions to document the divisions' business processes, implemented improvement initiatives, established a centralized location to track contracts and projects, and re-engineered performance and financial reports.
- **Proactively devised quality control procedures**, to validate and reconcile funds, control budgets and expenditures, and assist in preparing reports for executives.

Texas Comptroller of Public Accounts (CPA)

11/2008-8/2009

Regional Economic Development Manager

Serve as the CPA representative for the North Texas Region, providing strategic direction to local governments (LG) and non-profits in a 20 county area. Developed and fostered relationships in the region in an effort to promote the agency's services. Provided subject matter expertise consultation to LG's on various disciplines municipal governance, community and economic development, tax requirements and incentives, policy and program initiatives, best practices, finance, and project management.

Key Accomplishments

- **Organized public speaking engagements**, for both the Comptroller and for economic development informational sessions. Utilized resources in the region without any financial impact to the agency.
- **Led development of best practices development plan**, which provided guidance to LG's on how to implement innovative techniques for improving performance, efficiency, and results.
- **Coordinated and facilitated program outreach**, educating local governments and economic development corporations of the various state and federal programs available.

Office of the Governor (OOG)

3/2006-10/2008

Economic Development Program Manager

Serve as advisor for strategic funding programs – making available market driven financing tools to economic development corporations (EDC's) throughout Texas. Worked collaboratively with various State boards and commissions-that oversaw management of several bond programs-to spur interest in the programs and fund viable projects. Provide direction on budgets, investments, loan portfolios, and compliance. Work closely with local governments and EDC's on development of projects that promote and provide for economic incentives.

Key Accomplishments

- **Negotiated and closed on a \$25 Million letter of credit**, in coordination with outside counsel and banking executives to revamp a 25 year old credit plan.
- **Organized and executed a 5 day program tour**, which started in Austin, then San Antonio, Houston, and ended in Dallas. The purpose of this tour was to meet with businesses that could benefit from the program's available funding and bring their technology to commercialization.
- **Approved loans and funding**, for economic development projects which benefited local governments economically, diversified the business community, and increased revenues.
- **Conducted financial and investment portfolio analysis**, identifying risk and returns.

Awards

Public Administrator of the Year -2014- Presented by the American Society for Public Administration – Central Texas Chapter.



Years of Experience: 7

Areas of Expertise

- Disaster Recovery
- CDBG-DR
- Funding Disbursement
- Project Management
- Risk Management
- Financial Analyst
- Lost Profit Computation
- Process Design
- Policy Implementation
- Qualitative Communication
- Change Management
- eGrants System
- Training
- Quality Assurance

Education

- M.B.A., Finance, University of Maryland, College Park, MD, 2012

Certifications

- Numerous FEMA certifications

Angelo Lassey

DRGR Support Staff

Highlights

- **Serves on a Financial Management team that has issued almost 12,000 checks for over \$330 million** to date. Assists with improving inefficiencies in processes and manages resources to properly align to tasks.
- **Provided claim eligibility review, economic damages calculations, and claimant communications for more than 100,000 businesses** and seafood harvesters with representation from 2,000+ law and accounting firms.
- **Participated in determining over \$1 billion** in eligible claims within the first six months of the Deepwater Horizon Oil Spill settlement program.
- **Brings over a decade of experience working with international banks for reconstruction and development** as a Finance Officer and as an Office Manager for an industry leading business journal publication.

Relevant Project Experience

Manager, Louisiana Office of Community Development, Restore Louisiana Program—Postlethwaite & Netterville, Baton Rouge, LA, 2016—present

- Works daily with Program Management and the Financial Management team members to ensure proper funding of files through establishing efficient and proper processes that comply with HUD and Restore Louisiana guidelines.
- Performs quality checks on files for eligibility and disbursing of checks to applicants.
- Reviews and confirms that the appropriate documentation has been uploaded to the eGrants system to support requisition amounts requested by other vendors and teams.
- Helps to improve inefficiencies in processes and manages resources to properly align to tasks. To date, the Financial Management team has issued almost 12,000 checks for over \$330 million

Financial Analyst/Manager, Deepwater Horizon Economic and Property Damages Settlement—Postlethwaite & Netterville, Baton Rouge, LA, 2012—2016

- Responsible for claims intake, awards allocations, claims analysis, claims appeal, funds disbursement, accounting, and quality control, among other responsibilities.



Years of Experience: 30

Areas of Expertise

- Disaster Recovery
- Community Development Block Grant – Disaster Recovery (CDBG-DR)
- Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA)
- Housing and Urban Development (HUD)

Education

- B.A., Organizational Management, Northwest University, Kirkland, WA, 1998

Shantelle Mears

Relocation Specialist

Highlights

- **Has more than 30 years of experience in relocation governed by the Uniform Relocation Act;** three years of direct responsibility for URA under CDBG-DR; and six years of CDBG-DR experience.
- **Responsible for the relocation of more than 150 residents and businesses** impacted by transportation and other projects. Serves as mentor for other relocation agents with more limited experience.
- **Provided URA relocation interpretive analysis** to senior-level managers of the State of Louisiana's Small Rentals Property Program.
- **Performed property inspections,** ensuring that units met minimum occupancy standards as set forth by CDBG-DR and the URA.
- **Awarded "Professional of the Year"** certificate of achievement for relocation assistance.

Relevant Project Experience

Relocation Consultant, State of North Carolina Department of Transportation, Division of Highways, North Kerr Avenue Road Improvement, Wilmington, NC, 2017–present

- Managing the relocation of 45 residents and businesses impacted by the North Kerr Avenue Road Improvement Projects in Wilmington, NC (New Hanover County) and State Hwy 211 from State Route 73 to State Route 1241 in West End, NC, (Moore County).

Senior Relocation Consultant, South Central Puget Sound Transit Authority, Light Rail Links—Universal Field Services, Seattle, WA, 2016–2017

- Worked on development and construction projects throughout the three-county region.
- Assigned to relocate three businesses and 28 residential occupants (tenants and property owners) according to key project schedules.

Senior Acquisition Agent, Connecting Arkansas Program (CAP), Arkansas Highway and Transportation Department—OR Colan Associates LLC (ORC), 2013–2016

- Represented ORC to State of Arkansas Highway Department as Quality Assurance/Quality Control Analyst for the



Connecting Arkansas Program (CAP), a long-term series of road improvement projects across the State of Arkansas, as well as several projects for the Cities of Little Rock and Conway, AR.

- Acquired 31 properties as part of this project.

Relocation Administrator, Grand Parkway Project, Texas Department of Transportation (TxDOT), Houston, TX, 2013–2015

- Provided Relocation Assistance Program oversight as Relocation Administrator for Design-Build, Grand Parkway Project, Highway 99, Segments F-2, G-1, and G-2 for Texas State Department of Transportation Project – Strategic Projects Division.
- Served as strategic liaison between TxDOT, Zachry – Odebrecht Parkway Builders (developer), and displacees, holding an active caseload of 38 relocations.
- Provided comprehensive URA policy guidance to eight experienced ORC Relocation Agents.

Community Outreach Specialist 4, Long Term Compliance and Monitoring—Chicago Bridge & Iron (CB&I), Baton Rouge, LA, 2011–2013

- Performed property inspections, ensuring that units met minimum occupancy standards as set forth by CDBG-DR and the URA.
- Calculated tenant income and benefit determinations as needed to ensure that rents remained within affordable guidelines as determined by HUD CDBG-DR.

Subject Matter Expert, Small Rental Property Program, State of Louisiana—Quadel Consulting, New Orleans, LA 2009–2011

- Provided day-to-day senior-level support to Director of Policy and Policy Review.
- Provided URA relocation interpretive analysis to senior-level managers of the Small Rental Property Program, a disaster recovery housing assistance program.

Relocation Program Manager, Seattle-Tacoma International Airport, Aviation Division, Seattle, WA, 2001–2010

- Monitored relocation budgets and authorized relocation benefit determinations and payments under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) and Federal Aviation Administration (FAA 5100.17) guidelines.
- Managed a team of 10 acquisition-relocation consultants on multiple projects.

Certifications

- Senior Right of Way Professional (SR/WA) Designation, International Right of Way Association (IRWA), 2015
- Right of Way Relocation Assistance Certification (R/W-RAC), IRWA, 2015–2020
- Notary Public, North Carolina, Arkansas, Texas, Washington
- Voted Professional of the Year in 2000 by IRWA Chapter 4 for Relocation Assistance provided to SeaTac Airport Third Runway Expansion Project

Professional Affiliations

- Member, IRWA, Region 7, Chapter 4



Shantelle Mears, page 3

- Successfully negotiated for, acquired, and relocated mobile homes, single-family residents, and small businesses.

Relocation Project Coordinator and Relocation Agent, Third Runway Expansion Project—OR Colan Associates/Seattle International Airport, Seattle, WA, 1996–2001

- Participated on the relocation team of employees and local consultants acquiring and relocating approximately 1,000 residential and business relocations over a 5-year period. Chapter 4 of the International Right of Way Association
- Awarded OR Colan Associates "Project of The Year" for project management as well as Employer of the year 2000.
- Awarded the certificate of achievement for "Professional of the Year" by Chapter 7 for my relocation contributions to this major regional airport expansion project.



Years of Experience: 30

Areas of Expertise

- Disaster Recovery
- HUD CDBG-DR
- Public Housing
- Housing Choice Voucher (HCV) and Project-Based Voucher (PBV) Programs
- Section 811 Project Rental Assistance Demonstration (S811 PRA)
- Rental Assistance Demonstration (RAD)
- HOPE VI Programs
- Strategic Planning
- Urban Planning and Community Development
- Project and Contract Management
- Program Development and Evaluation
- Real Estate Development and Financing (including tax credit, bond financing)
- Business System Improvement
- Budget Development and Project Financing

Becky Northrop

Buyout and Acquisition Specialist

Highlights

- **More than 30 years of professional experience** in the field of community development and HUD-assisted housing.
- **Began development and implementation of North Carolina's CDBG-DR-funded Buyout/Acquisition program** for those impacted by Hurricane Matthew.
- **Developed a Procedure Manual and Quality Assurance Plan for the NY Rising Acquisition and Buyout Program** administered by the NY Governor's Office of Storm Recovery (GOSR).
- **Acted as start-up Program Director for the development and implementation of the Disaster Recovery Project-Based Voucher Program (PBV) Program** for disabled, at-risk homeless families across the Gulf region of Louisiana affected by Hurricane Katrina; this program was able to begin housing clients within 60 days.
- **Provided Public Housing Manager and RAD training** to the Guam Housing and Urban Renewal Authority, and RAD training to the Atlanta and Hagerstown Housing Authorities; trainee achieved a 98% pass rate.
- **Responsible for developing a \$120 million annual CDBG budget and plan** for Philadelphia's Office of Housing and Community Development.

Relevant Project Experience

Buyout Specialist, North Carolina, ReBuild NC Program—IEM, Raleigh, NC, December 2018–March 2019

- Began development and implementation of the North Carolina CDBG-DR-funded Buyout/Acquisition program for those impacted by Hurricane Matthew.
- Developed a strategy paper outlining policy issues requiring resolution; intake and DOB forms and checklists; maps showing locations of current and previous federal and state disaster aid in the 50 counties in preparation for designating Disaster Risk Reduction Areas (DRRAs); draft workflow process for the program, etc.

HUD Training Provider—RP Northrop Associates, Guam and Atlanta, GA, 2015–present

- Provided Public Housing Manager and RAD training to the Guam Housing and Urban Renewal Authority, and RAD training to the Atlanta and Hagerstown Housing Authorities.



Education

- M.B.A., Organizational Development/Human Systems, George Washington University, Washington, DC
- B.A., International Affairs, George Washington University, Washington, DC

- Updated the Public Housing training manual and developed the RAD manual.
- Provided the information needed to help agencies make decisions about whether to convert its Public Housing stock to RAD.
- 98% of the trainees passed the final exams on their first attempt, and are now better informed of HUD program requirements.

Team Lead, HUD Technical Assistance—RP Northrop Associates, Charleston County, NC, 2015–2018

- Served as Team Lead for a HUD-sponsored effort to increase the organizational sustainability of the financially troubled Charleston County Housing and Redevelopment Authority.
- Assessed their organizational capacity and extent of financial insolvency; provided recommendations for stabilization and a repositioning options study.
- As a result of this effort, new executive staffs with PH development experience have been hired and are receiving finance training. The Board has been trained in repositioning options, including RAD and participating in peer-to-peer learning sessions. Agency is now poised to make decisions about how to structure the organization to ensure long-term viability.

Technical Assistance, NC Managed Care Organization (MCO) Alliance Behavioral Healthcare, NC Transition to Community Living Voucher Program (TCLV)—RP Northrop Associates, North Carolina, 2017

- Helped NC Managed Care Organization (MCO) Alliance Behavioral Healthcare to implement a state-funded housing voucher program for persons with disabilities in response to an Olmstead-related lawsuit.
- Researched promising practices; analyzed potential impact of program policies and made recommendations for revision; assisted attorney in development of master contract with state and housing finance agency; analyzed potential impact of master leasing; and developed internal business procedures to aid in program implementation.
- MCO was able to implement the TCLV program effectively from the beginning, and had input into policy development governing program activities.

Technical Assistance, HUD, S811 PRA Program Evaluation—RP Northrop Associates, 2015–2016

- Helped to complete a six-state Case Study Report as part of the evaluation of the new S811 PRA Program for persons with disabilities eligible for “The Money Follows the Person” or other Medicaid assistance.



- Helped to design data collection instruments and site visit protocols.
- The report provided models of success to assist new grantees in program implementation. The report also identified program components that if modified, would improve program administration and productivity.

Technical Assistance, HUD, Strong Cities, Strong Communities (SC2) Program, Assessment of Demolition System—RP Northrop Associates, Youngstown, OH, 2012–2013

- Responsible for developing improved business systems for demolition under the Strong Cities, Strong Communities (SC2) program in Youngstown, OH, where 15% of the housing stock is vacant and abandoned. Demolition was funded through NSP, CDBG, city funds, and state funds.
- Researched best practices in Baltimore, Detroit, Canton, Toledo, Flint, and Cleveland.
- Hired local non-profit to assist with neighborhood planning as the basis for making decisions about demolition, rather than performing demolition based on “worst condition” criterion.

Technical Assistance Provider, HUD, HOPE VI Projects—RP Northrop Associates, 1995–2013

- Provided urban planning, expediter, project management, and alternate administrator services to more than 20 HOPE VI projects nationwide. Services includes grantsmanship, urban planning, project financial review and development, input on evidentiary documents, assisting with public participation efforts, and supportive service program development.
- As a result, impediments to development were eliminated and all projects completed. For example, on the Elm Haven HOPE VI project (in New Haven, CT), construction was started on all 362 rental units that had been stalled.

Compliance Officer, NY GOSR, NY Rising Buyout Program—RP Northrop Associates, Albany, NY, 2009–2010

- Developed a Procedure Manual and Quality Assurance Plan for the NY Rising Acquisition and Buyout Program. The updated, documented procedures have led to increased employee adherence with program rules
- Helped to perform file reviews to prepare for HUD audit. No findings resulted from the HUD audit.



Program Director, State of Louisiana, Project-Based Voucher Program (PBV) for Persons with Disabilities—RP Northrop Associates, Baton Rouge, LA, 2009–2010

- Acted as start-up Program Director for the development and implementation of the Disaster Recovery PBV Program for disabled, at-risk homeless families affected by Hurricane Katrina across the Gulf region of Louisiana.
- Instrumental in developing the new rental assistance program, coordinating services with local agencies and various State of Louisiana departments, tracking program progress, developing an electronic status reporting system, developing program policies and hiring staff for the ongoing administration of the program.
- The program was able to begin housing clients within 60-days. It has been modified and continues to be an important housing resource for Louisiana.

Deputy Director, Policy and Planning, Office of Housing and Community Development, Philadelphia, PA, 1985–1994

- Responsible for developing the \$120 million annual CDBG budget and plan.
- Reviewed all developer requests for CDBG LIHTC-financed project financing. Developed the first city-sponsored cooperative housing project.
- Responsible for program development, implementation, and monitoring.

Chief of Planning and Goals Management, Philadelphia Housing Authority, Philadelphia, PA, 1984–1985

- Worked to create an organizational performance management system based on establishing departmental goals.



Project Role: QA/QC Specialist (Lead; Other Programs)

Summary of Experience and Qualifications

Mrs. Cruz possesses over 19 years of experience as a Housing and Disaster Recovery grant and project management professional. Mrs. Cruz provides project leadership and is responsible for key project management and grant management activities related to emergency management, disaster recovery and CDBG funded programs. She is responsible for planning, designing and implementing both small and large, complex projects for private and public-sector clients. She provides leadership and technical knowledge in the areas of HUD CDBG-DR grant management and implementation, **monitoring plan development, QA/QC, monitoring compliance oversight**, training, **duplication of benefits**, case management, operational efficiency and financial management. She also has experience with assessment and preparing responses to HUD and OIG audits and documenting compliance policies and procedures.

South East Texas Housing Assistance Program

Serves as a Project Lead for Case Management staff for the South East Texas and Houston Galveston Area Council-West Regions. Case Management activities include conducting interviews for application intake and eligibility. Assigns case workloads and manages scheduling of Case Managers to assure program efficiencies and optimal program functionality. Oversees administrative activities and logistics for onsite staff.

Texas Rebuilds PREPS Program- Hurricane Harvey

Provided Case Management services for **FEMA Public Assistance funded partial repair program** that provided minor rehabilitation of damaged homes that were impacted by Hurricane Harvey. Served as Project Lead for withdrawals of applicants. Developed program implementation for withdrawals and ineligibility of applicants. Lead and oversee case management team who assist in withdrawals and ineligible applicants. Ensure due diligence of applicants with program guidelines.

City of San Marcos, Community Planning and Development Services; Homeowner Rehabilitation Program

The Department of Housing and Community Development (HUD) allocated \$33,794,000 in Community Development Block Grant Disaster Recovery (CDBG-DR) to the City of San Marcos for necessary activities related to disaster relief, long-term recovery, **restoration of infrastructure and housing, and economic revitalization** as a result of two historic flash and river flood events, which occurred less than six months apart. MPACT provided services related to applicant relations for the City's disaster recovery housing program. Mrs. Cruz served as lead case manager in which she provided technical assistance to the City and applicants. She performed key project management activities including schedule and coordination of interviews for program eligibility, communicated program requirements to applicants and assisted with obtaining documents necessary to complete eligibility, created files and maintained sensitive data, reviewed initial and final documents necessary to implement program, assisted with determining duplication of benefit and providing status updates and reporting to the City and applicants.

City of Houston, Housing and Community Development Department; Action Plan Development and Needs Assessment

Assisted the City of Houston with the Action Plan and Needs Assessment for the 2015 and 2016 flood events. Mrs. Cruz served as a data analyst



State of Texas, Texas General Land Office; National Disaster Resiliency Competition (NDRC) The State of Texas application under the national competition for CDBG-DR resiliency funding was prepared by a consortium of contractors which included MPACT. The NDRC is designed to identify target areas, unmet needs, and potential projects that address risks and vulnerabilities to future events, such as wildfires, explosions, and severe flooding, which have impacted Texas in the past five years. Mrs. Cruz, performed key project management activities including coordinating, reviewing the initial and final drafts of the project narratives and application, assisting with community outreach, assisting communities with eligibility determinations for the grant application preparation, collecting, reviewing and scoring community applications, and assisting in the final preparation of the statewide application submission for NDRC funding.

State of New York, Governor's Office of Storm Recovery; Compliance & Monitoring and Technical Assistance – The State of New York established the Governor's Office of Storm Recovery (GOSR) which utilizes approximately \$3.8 billion in CDBG-DR funding and additional funding from FEMA to design and implement projects for recovery and long-term sustainability from the most recent impact of Superstorm Sandy, and prior to Hurricane Irene and Tropical Storm Lee. Mrs. Cruz is responsible for leading, developing and providing implementation protocols to operationalize GOSR's Monitoring activities. She is responsible for **developing the monitoring plan** according to the monitoring and compliance policies and procedures, developing templates for HUD approval, conducting internal and subrecipient trainings, and providing **oversight of all monitoring activities**.

Employment and Prior Work Experience

MPACT Strategic Consulting LLC

2/2015 – Present

Project Manager

Provides project leadership for the Public-Sector Disaster Recovery Business Unit and is responsible for key Project Management and Grant Management activities related to emergency management, disaster recovery and CDBG funded programs. Responsible for planning, designing and implementing both small and large, complex projects for private and public-sector clients. Provides leadership and technical knowledge in the areas of HUD CDBG-DR grant management and implementation, Monitoring & Compliance, Training, Case Management, Operational Efficiency and Financial Management.

Senior Community Development Block Grant (CDBG) Manager for Disaster Recovery

Texas General Land Office – Austin, TX

07/2011 – 01/2015

Lead key activities including planning, developing, and implementation of agency programs and providing consultative services and technical assistance to program staff, governmental agencies, community organizations, or the general public related to Hurricanes Rita, Dolly, and Ike allocations. Assisted grantees with program planning such as Housing Guidelines, Needs Assessments, and Outreach Plans. Provided guidance to grantees as it relates to Duplication of Benefits (DOB) and program eligibility. Performed Contract and Financial Management as it relates to contract execution, amendments, and invoicing. Monitored and ensured program compliance with federal regulations. Established policies and procedures related to Homeowner Opportunity Program (HOP) and program development. Experienced with assessment and preparing responses to HUD and OIG audits and documenting compliance policies and procedures.



MPACT Strategic Consulting LLC
Powerful Solutions

Kristina (Loera) Cruz

Performance Specialist

Texas Department of Housing and Community Affairs – Austin, TX 01/2010 - 07/2011

Worked closely with assigned program Subrecipients to resolve problems, identify training needs, and evaluate program effectiveness. Monitored the performance of assigned Subrecipients by tracking progress towards benchmarks, adherence to established guidelines, and compliance with their program and contractual requirements. Perform examination, investigation, and review of records, reports, financial statements, and management practices to ensure legal compliance with internal regulations, state statutes, and federal requirements. Reviewed documents related to income eligibility and Land Use Restriction Agreements, multi-family rental and single-family projects, procurement, and inspection reports. Correspond in writing and verbally with Subrecipients and other governmental entities. Conducted desk reviews and provided technical assistance as needed. Knowledge of HUD Chapter 5 Income Eligibility, CDBG, Fair Housing, and Section 3.

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Nicole Thompson

QA/QC SPECIALIST (SINGLE-FAMILY HOUSING PROGRAMS)

EDUCATION

B.A. Political Science &
Psychology

Houston Baptist
University, Houston, TX

AREAS OF EXPERTISE

Writing/Speaking
Communication Skills
Problem Resolution
Continuous Learning
Fluent in Spanish
Vision and Instinct
Managing Teams
Strategic Planning
Financial Analysis
Analytical Proficiency

COMPUTER PROFICIENCY

MS Word
Excel
Access
Publisher
PowerPoint
Outlook
Oracle
SAP
CyberTrax 2.0
Citrix
Intelligrants
IMARC
Hyland OnBase
Liro Recovery
Management
Tribuo
SPSS 16.0
SharePoint

A Well-Rounded Administrator with over thirteen years of professional experience. An accomplished self-started with a dynamic set of skills in persuasive communication/public speaking, customer/client centered care, financial analysis, coordination, and leadership. A top performer dedicated in developing and managing new programs focused on the success of the business or organization. Experienced at easily adapting to changing environments and challenges. Skilled at completing work-oriented research and data entry of new and sensitive material at a rapid learning pace.

PROFESSIONAL HISTORY

Governor's Office of Storm Recovery, Farmingdale, NY

Program Manager

03/01/2016-Present

- Ms. Thompson assures 10+ staff members are completing required tasks on time and in compliance with all CDBG, HUD, and GOSR requirements.
- Analyzed and developed performance data and deliverable program reports.
- Researched and identify areas of strengths and opportunities to formulate recommendation and present problem-solving solution to client
- Served as an interface to the Program Director to improve standards, polices, and processes for the program and homeowners.
- Evaluate the day-to-day activities of the staff members and monitored staff development to ensure projects aligned with program goals and deadlines.
- Developed and assessed program documentation and closeout requirements.
- Attended public engagement events during implementations of new policies to keep applicants and general public updated on program progression..

Governor's Office of Storm Recovery, Farmingdale, NY

Check Distribution Supervisor and Case Manger

07/5/2013 – 02/29/2016

- Developed standard of procedures to build a solid team of 15+ members for distribution of checks.
- Trained and managed check distribution team.
- Analyzed award calculation tables to escalate discrepancies for reconciliation and explain to applicants.
- Reviewed and reconciled titles issues such as payee name, trustee affidavit, executors of corporation etc.
- Collected required documents and assisted applicants with completing forms for all aspects of assistance offered by the program.
- Educated homeowners on policies/procedures to achieve phases of resolution and best utilize program assistance.
- Advocated for applicants by completing quality control to disclose determination of lien closure, title issues, eligibility, verification of benefits, construction, appeals, and closeouts.
- Initiated research to keep abreast of policy changes/updated applicants on the resulting status of their applications.
- Monitored and tracked success metrics.
- Performed audits of applicant files for closeout.

Nicole Thompson
QA/QC SPECIALIST (SINGLE-FAMILY HOUSING
PROGRAMS)



- Communicated findings of cases enabling removal of misused policy for application completion.

Vitro Packaging, Melville, NY

Sale Coordinator/Financial Analyst & Administrator

06/30/2012-04/12/2013

- Developed/strengthened 6 client relationships through timely quality service and accurate responses to customer needs.
- Managed the processing of orders; in conjunction with inventory restraints and production availability, quality controlled.
- Created, updated inventory, and production reports.
- Tracked and monitored developments on assigned accounts.
- Negotiated production discrepancies with sales people and factory.
- Produced viable solutions for delivery related problems.
- Shortly before being promoted to Sale Coordinate, Ms. Thompson was confirming commitments and status of project pricing to manufacturers and sales reps.
- Prepared pricing reports for new and revised projects. Provided stock and custom mold samples to customers and sales reps.
- Prepared daily, weekly, and monthly reports and distributed to staff.

Iglesia Shalom, "El Dios de Paz," Tomball, TX

Office Manager

09/09/2004 – 04/11/2012

- Responsible for delivering and translating speeches at retreats/conferences.
- Delegated and organized all conferences.
- First in command when CEO was away on business.
- Established a summer program, to help children in school subjects.
- Coordinated and maintained CEO schedule; meetings, travel, and major events.
- Designed; formatted, edited and distributed monthly pamphlets, promotional flyers, and awards.
- Researched and drafted all documents.
- Managed financial reports, documents and accounts.
- Directed staff members of various departments.
- Communicated expectations of members' weekly and monthly performance.
- Delegated tasks and ensured they were being completed within guidelines and deadlines.
- Ensured team members learned and advanced in their skills/expertise to carry out their assigned tasks or roles.
- Networked and managed an agenda on a monthly basis of scheduled team events; concerts, fundraisers, and conferences.

Linebarger, Goggan, Blair & Sampson, LLP

Legal Assistant

11/02/2010 – 04/16/2011

- Developed sales plan for all foreclosed properties.
- Prepared a variety of highly detailed legal documents to complete the sales package; order of sales, returns, bill of costs, letters, labels, and last known mailing addresses.
- Coded and updated Oracle program with all tax sale information.
- Created bid sheets and deeds.
- Answered all calls of interested buyers and taxpayers.
- Assisted supervisor and area managers with critical assignments and highly sensitive deadlines.



R.M. Jackson

QA/QC SPECIALIST (OTHER HOUSING PROGRAMS)

R.M. Jackson is a seasoned professional with over 15 years of experience in case, program and project management. R.M. is proficient in grant writing and grants administration, various housing programs and initiatives, and community development. R.M. has also trained non-profits, improving their operational capacity and redeveloping communities while maintaining compliance with state and federally-funded grant programs.

RELEVANT PRIOR EXPERIENCE

Spartanburg Housing Authority

Role/Responsibilities: R.M. is Chief Operating Officer for the Spartanburg Housing Authority (SHA). R.M. assists the Chief Executive Officer in the administration and daily routine operation of public housing agency for the county/city in South Carolina. R.M. is responsible for developing a long-term strategic plan for the rehabilitation, renovation and redevelopment of properties in the agency portfolio using annual Capital Fund Program award and RAD [Rental Assistance Demonstration]. R.M. researches and identifies other additional funding streams for agency use for development and implementation to address current portfolio of residential properties and forecasting future needs.

Vermilion County Housing Authority

Role/Responsibilities: R.M. was Executive Director and responsible for the administration of the turnaround of a "troubled" public housing agency located in rural eastern Illinois. The agency was losing occupancy and not pursuing tenant rent. Since arriving in June 2016 when rent collection was at 60% and there were 25 vacancies, R.M. motivated and trained staff and put into place strategies to decrease vacancies to 12 and increased and maintained 93% rent collection through 2018 on-going.

Providence Technical Services and Shaw Group

Role/Responsibilities: R.M. was infrastructure compliance analyst (detailed to OCD-DRU) for contract vendors. R.M.'s responsibilities included, but were not limited to, the administration, monitoring, guidance and provision of technical assistance to grantees awarded DR-CDBG (Disaster Recovery – Community Development Block Grant) funds for repairs to infrastructure damaged by Hurricanes Katrina/Rita (2005), Gustav/Ike (2008) and Isaac (2012); coordination of technical assistance with parish and local governments, non-profits grantees and their chosen consultants via on-site meetings, teleconference and site visits; reviewing project proposals submitted by grantees

QUALIFICATIONS

- Over 15 years of monitoring grant awards and developing monitoring plans.
- Served in a variety of leadership roles including Chief Operating Officer and Executive Director
- Significant experience with community needs assessments, policy analysis, housing and relocation consulting, and strategic planning
- Single-family and multifamily housing experience through executive-level work with Spartanburg Housing Authority, Vermilion County Housing Authority, and St. James Parish Housing Authority, including CDBG funded projects.
- Provided administration, monitoring, quality review, guidance and provision of technical assistance to the State of Louisiana in a staff augmentation role.
- DOB/VOB analysis experience serving as Infrastructure Compliance Analyst with Providence Technical Services and Shaw Group.
- Experience with HUD, public housing, Section 8, Public Housing Drug Elimination programs.
- Assisted in compliance monitoring of funds in excess of \$410 million.

EDUCATION AND TRAINING

B.A. Political Science and Government/Business Administration, 1978
Rockhurst College
Kansas City, MO



R. M. Jackson

including the compilation, analysis, and interpretation of various data sources; and conducting relevant evaluation and assessment of projects and audit closeout.

City of Hammond, Louisiana

Role/Responsibilities: R.M. was grants administrator. R.M. administered and deliver new programs such as Revolving Loan Fund (RLF), The American Dream Down-Payment Initiative (ADDI), and 1st Time Homebuyer Program. She coordinated the planning and delivery of federal grant writing training, researched funding opportunities, and developed letters of intent or proposals for local government. R.W. compiled, analyzed and interpreted data; conduct relevant evaluation and assessment on projects; prepared and delivered oral and/or written presentations; strategized, implemented and monitored grant awards; and conducted evaluation and audit closeout.

St. James Parish Housing Authority

Role/Responsibilities: As Executive Director, R.M. administered strategies designed to turnaround a “troubled” agency in rural Louisiana. R.M. was responsible for the overall administration of six federally subsidized public housing complexes, 3 on each side of the river totaling 318 units; administration of an on-going Comprehensive Grant Program (CGP) totaling \$1,500,000; monitoring a Public Housing Drug Elimination Program (PHDEP) totaling \$450,000; and the Development and implementation of self-empowerment programs for the resident population. R.M. worked collaboratively with all social service, state and federal entities in the delivery of programs targeted to the low-income eligible client base.



Project Role: QA/QC Specialist (DOB/VOB)

Experience: 10 years

Education: Bachelor of Science / Business Management (03/2010)
University of Phoenix*Baton Rouge, LA

Summary of Experience and Qualifications

Ms. Jones has extensive CDBG-DR experience across multiple disasters and has served in multiple project management and leadership positions. Her experience includes project management support for single and multi-family homeowner programs. Ingrid has an excellent track record of housing management, financial management and compliance procedures.

Project and Employment History

Project Manager - State Of Louisiana, Office Of Community Development, Disaster Recovery Unit (OCD–DRU); Restore Louisiana Homeowner Assistance Program; The State of Louisiana utilizing \$3 billion in HUD CDBG-DR funding program to provide recovery programs for housing in response to Louisiana floods in 2016. Project activities include:

- Draft and indoctrinate RestoreLA program staff on Policies and Procedures to ensure proper implementation in accordance with HUD federally mandated guidelines.
- Coordinate and facilitate RestoreLA policy meetings with Office of Community Development (OCD) and IEM Staff ensuring updates to the program Standard Operating Procedures (SOPs) and Procedure Change Alerts (PCAs) are implemented and executed.
- Perform detailed review of applicant files, coordinate and facilitate bi-weekly RestoreLA Exceptions Panel meeting presenting cases to OCD for applicant deemed ineligible for ownership, occupancy and construction changes for eligibility deliberation.
- Supervise special projects as requested by constituent services or OCD that are out of compliance with the RLHP program striving to achieve a positive path forward.
- Provide guidance to case managers, POD leads and other function department (i.e, constituent service, appeals, VOB) on RLHP policy guidance and program requirements.

Disaster Recovery Program Operations Manager

Responsible for daily supervision of the Small Rental Property Program and its operations, as well as the personnel involved in the Gustav/Ike Parish Housing and Gustav/Ike State and Parish **Housing Rental Programs** administered through contract by the Louisiana Housing Corporation. Supervised 15 staff, including 3 HQS Inspectors, 6 Compliance Analysts, 2 Recapture Analysts, 1 Reporting Analyst, 1 Closing Analyst and 1 Policy Analyst; two roles of which were filled by Subject Matter Experts reporting to my position. Responsible for assuring compliance with all HUD, CDBG, OCD and LHC policies and procedures. Handled all HR issues, improving productivity rates by more than 50% during my role on the SRPP program. Conducted staff meetings, client meetings and developed strategic approaches for program improvements including adjusting programmatic approach to upcoming lien releases to allow for more timely file reviews, specific time-oriented compliance review batch assignment approaches, as well as **conducting QA/QC reviews and provides trainings** to assure compliance with policy changes. Worked closely with inspectors to assure forward movement on remaining



incomplete files. Developed checklists for reviewer consistency throughout program. Addressed employee issues and documented disciplinary actions as well as coordinating weekly timesheet review and collection.

GULF COAST HOUSING CORPORATION

PORTFOLIO MANAGER

Responsible for daily management of the company's property portfolio financials and physical assets (13 multi-family & 3 commercial). Prepare annual property budgets with input from Director of Asset Management and property manager to maximize property performance and anticipate any capital expenditures & improvement projects. Reviewed properties' monthly financial statements including budget comparisons and income statements to address any discrepancies preparing periodic performance reports, identifying and explaining budget variances for investors and state agencies. Prepared monthly multi-family property review and property reserve account reports and discussed issues of note with Vice President and Director of Asset Mgmt. Reviewed property contractual agreements to assure compliance with CDBG, LIHTC, New Market, HOME, investors and federal funding allocations per property. Managed property turnover of assets from project management team upon completion. Generated punch lists with weekly monitoring to ensure completion. Obtained warranty information, subcontractor and vendor contact lists, and stock replacement inventory. Ensured the electronic delivery of O&M binders for all new properties prior to turnover. Conducted inspections (and reviewed 3rd party inspections) of property sites to ensure maintenance standards were met. Recommended alterations, maintenance and reconditioning as necessary. Maintained familiarity with all procedures and requirements of accounts payable and accounts receivable. Completed **reporting and monitoring compliance** requirements. Traveled to properties throughout GCHP portfolio geography.

LOUISIANA HOUSING CORPORATION

HOUSING FINANCE SUPERVISOR/OPERATIONS MANAGER

Responsible for daily supervision of the **Permanent Support Housing (PSH)/Project Based Voucher (PBV) Program Operations and Inspections Departments**. Trained and supervised 4 Housing Specialists (HS), 1 HQS Inspector, 1 Program Assistant (PA) to assure compliance with all HUD and LHA policies and procedures as well as Section Eight 8 Management Assessment Program (SEMAP) performance expectations/indicators. Managed daily processing of New Admissions applications, Annual Recertifications, interims, waiting listing applications and EOP (discharges). Guaranteed proper documentation was compiled on all tenants and applicants' income, assets, expenses and personally identifiable information (PII) to confirm household composition was completed to calculate Total Tenant Payment (TTP) on initially lease-up and notice of rents (NOR) on their annual recertification period. Performed 100% Quality Control (QC) on all HS files to confirm HAP/URP payments and household accuracy. Conducted reviews and performed corrective action on all 50058 PIC errors. Managed waiting list selection for 7 regions across the LA Gulf Coast (Go ZONE) to begin housing/pre-tenancy efforts. Facilitated weekly Unit Availability List (UAL) Status Calls reporting current & projected lease-up efforts with Magellan Health Services and regional service providers. Assisted HS's, PA, service providers and owners in troubleshooting all tenant and owner related issues in compliance with Fair Housing policies and procedures. **Supervised PA and HQS Inspector** daily scheduling of all inspections, timely scheduled and executed within HUD compliance. Directed the Contract Administrator on executing new owner HAP contract and solicit new owners to participate in the PSH/PBV program. Scheduled/conducted Resident Advisory Board (RAB) meetings-supervising housing specialist. Worked closely with Finance Administrator to assure monthly **single-family HAP** and URP payments' accuracy. Conducted employee's annual performance evaluations, address employee issues and document disciplinary actions, timesheets, overtime and comp time.



QUADEL CONSULTING CORPORATION

OPERATIONS MANAGER

Managed the PSH/PBV Program as Subsidy Administrator. Supervised staff of Housing Specialists, HQS Inspector, Contract Administrator and a Program Assistant to assure compliance with all HUD and LHA policies and procedures as well as Section 8 Management Assessment Program (SEMAP) regulations. Processed New Admissions applications, Interims, and Annual Recertifications utilizing Enterprise Income Verification (EIV), third party verifications and all income/asset documentation to calculate TTP in accordance with initially and annual subsidy compliance. Troubleshoot and resolved 50058 PIC errors to guarantee accurate HAP/URP payments and household accuracy. Managed and produce timely waiting list for 7 regions across the LA Gulf Coast (Go ZONE) to begin housing/pre-tenancy efforts. Attended bi-weekly DHH/LHA/Magellan manager/directors conference calls. Conducted Unit Availability List (UAL) Status Calls reporting current & projected lease-up efforts. Assisted team in troubleshooting all tenant and owner related issues in compliance with Fair Housing policies and procedures. Supervised HQS Inspector's daily scheduling of Initial, Annual, Special and Emergency inspections, guaranteeing timely scheduling and executing within HUD compliance. Supervised Contract Administrator in completing new owner HAP contract and soliciting new owners to participate in the PSH/PBV program.

THE SHAW GROUP

DOCUMENT MANAGEMENT TECH

Managed daily activities of the Document and Production control departments. Point of contact for clients, vendors, detailers, and fabrication shop to generation all electronic transmittals. Responsible for importing and transmittal of IFC and details drawings, as well as supporting data files such as KSS, XML, CNC, and DXF files. Managed structural steel construction design drawings through ftp sites and electronic media, and transmitted them to the appropriate disciplines.

HUMAN RESOURCES SPECIALIST

Managed all phases of Human Resources including, but not limited to: Maintaining all confidential personnel files adhering to all EEO fair labor laws. Posting of salaried exempt/nonexempt and hourly open requisitions. Interviewing, screening, and hiring qualified applicants.

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Years of Experience: 27

Areas of Expertise

- CDBG and CDBG-DR Program Management
- HOME (Home Investment Partnerships) Program Management
- Emergency Services Grant Program Management
- Economic Development
- NEPA Environmental Review
- Section 504/Americans with Disabilities Act (ADA)
- Uniform Relocation Act (URA)
- Lead-Based Paint Compliance
- Davis-Bacon Labor Compliance
- Section 3 Economic Opportunities
- Section 106 Reviews
- Section 108 Loan Securitization Applications
- Loan Underwriting for Federally Funded Projects

David Bennett

Lead CDBG-DR Planning and Program Support SME

Highlights

- **Serves as a Subject Matter Expert in multiple HUD-funded programs.** Developed program manuals, processes for environmental reviews, consolidated plans, Section 3 plans, and other templates used by HUD area offices as best practices for other recipient communities and states.
- **Speaks at national industry conferences** on topics related to public housing, CDBG revolving loan funds, disaster preparedness, disaster grant management, Section 3 utilization, and general programmatic compliance.
- **Oversaw programs that received “no findings”** or other concerns in HUD monitoring and audits.

Relevant Project Experience

Senior Grant Manager, New York Rising Community Reconstruction—HGA, Rockland, Orange, Ulster, Schoharie, and Montgomery Counties, NY, October 2015—present

- Responsible for overall grant management, compliance, procurement, implementation, and closeout for federally-assisted (CDBG-DR) projects.
- Projects included infrastructure rehabilitation/new construction, stream bank restoration, public facilities, and studies for future implementation/resilience.
- Project timelines, expenditure deadlines, and fiscal constraints were successfully met.
- Substantially analyzed storm, economic, and demographic data to develop project applications for funding disaster-impacted communities.
- Provided technical assistance and training as subject matter expert to New York Governor’s Office of Storm Recovery (GOSR) staff.
- Responsible for duplication of benefits and unmet needs analysis.
- Generated narratives for HUD quarterly program reports and data that feeds the annual action plans.

Senior Manager, Community Development, Institute for Building Technology and Safety (IBTS), Ashburn, VA, November 2013—October 2014

- Responsible for securing new opportunities in small city CDBG grants, CDBG-DR funded projects, and CDBG-entitlement contract work.



Areas of Expertise (continued)

- Public Housing and Housing Choice Voucher Program Administration
- Low-Income Housing Tax Credits (LIHTC)
- Section 202 and 236 Affordable Housing Program Implementation and Administration
- Financial and Programmatic Auditing of Federal Grant Subrecipients

Education

- M.S., Economics, George Mason University, Fairfax, VA, 1993
- 60 graduate hours, Wesley Theological Seminary, Washington, DC, 1991–1993
- B.A., Economics, University of Colorado, Boulder, CO, 1987
- B.A., German Language and Literature, University of Colorado, Boulder, CO, 1987

Certifications

- Housing Quality Standards (HUD HQS), 1995
- Public Housing Manager, 1996
- Certified HOME Program Specialist (HUD authorized to provide technical assistance to participating jurisdictions), 2009
- Various CDBG program course completion certificates

- Successfully supported and expanded a highly specialized staff for the New York City Build It Back Program.
- Facilitated, spoke, and organized panel discussions at national organization conferences, including National Association of Counties (NACo), National Association of Housing and Redevelopment Officials (NAHRO), and International City/County Management Association (ICMA).
- Responsible for the submission of two National Disaster Resilience Competition (NDRC) state applications that included substantial data aggregation, analysis, and synthesis, as well as generation of the associated Most Impacted and Distressed Unmet Recovery Need analysis and checklist.

Federal Programs Manager, County of Arlington, Arlington, VA, February 2008–November 2014

- Responsible for the County's annual multimillion-dollar HOME Investment Partnerships, Community Development, and Emergency Services (ESG) formula grants.
- Wrote annual action plans and five-year consolidated plans. This included housing and homeless needs assessment as well as housing market analysis. Responsible for fiscal and programmatic monitoring oversight of more than 30 subrecipients, including public service, economic development, and affordable housing development activities.
- Appointed by County Board as Certifying Officer for National Environmental Policy Act (NEPA) environmental reviews and compliance, Section 3 Plan author and program compliance, and membership on the Workforce Investment Board.
- Served as staff to the Community Development Citizen Advisory Committee, which provides oversight and public input for all annual formula grants and consolidated and annual action plans submitted to HUD.
- Provided technical assistance to other regional participating jurisdictions and entitlement communities on effective and compliant program administration.
- Developed HOME and CDBG program manuals, environmental review templates, and subrecipient monitoring forms that were used by HUD as models for other entitlement communities and participating jurisdictions.

Deputy Director, Loudoun County Department of Economic Development, Leesburg, VA, August 2006–February 2008

- Responsible for the daily operations of the Department of Economic Development in the fastest-growing county in the U.S. Staffed the Board-appointed Economic Development Commission; led the partnership with three peer jurisdictions in Germany, France, and Austria; and led the County's



Professional Affiliations

- Housing and Nonprofit Developers (HAND), member
- National Association of County Community and Economic Development (NACCED), past committee member

strategic and communication initiatives related to economic development policies.

- No findings or concerns were ever raised by HUD monitoring visits; program manuals and plans were used by HUD as templates for other entitlement communities and participating jurisdictions.
- Led departmental rebranding efforts, including new marketing collateral and web design.
- Responsible for growing an international business cluster in the County. Served as liaison between the County's Board and the Economic Development Commission. Authored strategic white papers and studies to guide County policy.
- Authored the Sister County agreement with the Main-Taunus-Kreis in Germany and accompanied County Board Chair and business leaders to document signing in Germany to provide translation and marketing outreach.

Housing Community Developer, Real Estate Finance and Grants Management Division, Fairfax County Redevelopment and Housing Authority, Fairfax, VA, September 1993–August 2006

- Initially responsible for federal statutory grant compliance associated with HOME, CDBG, and Economic Development Initiative (EDI) grants. The position grew to include community infrastructure planning and preservation as well as complex project financing applications.
- Coordinated all aspects of federal statutory grants compliance; managed and audited subrecipient contractors.
- Responsible for conservation area plans. Managed capital and community infrastructure rehabilitation and construction projects. Responsible for Section 108 Loan Securitization application submissions to HUD.
- HUD's audit had no findings in the program responsible areas.
- Two large-scale new multi-family construction projects for special needs populations in the County were brought on line, three large-scale infrastructure projects were completed, and five communities continued to receive preservation assistance and planning review and support.

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Christopher Posey CDBG-DR Planning and Program Support SME

Experience: 18+ years

Education: Oakland City University, Organizational Management Program
ITT Technical Institute, Business & Tool Engineering Technology
Associates of Science

Certifications / Awards:

HOME Certification 2006 - HUD; CDBG; HOME; CDBG-DR Program Management
FEMA HMGP Program – FEMA Emergency Management Training Institute

Summary of Experience, Qualifications, and Expertise

Possesses over 18 years of Federal and State Disaster Recovery and grant consulting experience in the public, private and non-profit sectors including eight (8) years of direct experience managing disaster recovery operations and Community Development Block Grant Disaster Recovery (CDBG-DR) projects for State and local governments. Christopher has provided **data analysis expertise**, technical assistance, **policy and subject-matter-expertise**, oversight and **direct implementation management** for multiple natural disasters across the United States including some of the largest and costliest disasters in recent history. He has managed over half a billion dollars in both FEMA HMGP and CDBG-DR grant funds and provided grant administration and recovery efforts that required mobilization of large teams and personnel. He has managed multiple successful programs involving both housing and non housing (infrastructure) CDBG and CDBG-DR programs for HUD, including program administration, grants management, monitoring and compliance and capacity building with minimal findings or de-obligations. Christopher has most recently assisted the City of New York and New York State in **drafting its disaster action plan based on unmet needs analyses**, including assisting in the classification of low-mod activities and projects that meet the HUD CDBG-DR national objective as well as writing applicable waivers for some program activities and compliance manuals to administer close to \$5 billion in federal grant assistance. Project experience includes:

CDBG Disaster Recovery (DR) & National Disaster Resiliency (NDR) - Housing and Infrastructure

- Program Design
- Program Management and Implementation
- Grant Administration and Management
- Low/Mod/National Objective classification
- Waiver Request
- Regulatory Compliance, Policy Applicability, and Monitoring
- Technical Assistance & Training
- HUD Best Practices
- Procurement
- Record Keeping and Reporting - DRGR
- HUD Environmental Review (Part 58) and NEPA Reviews
- Labor, Civil Rights Compliance, and Monitoring (Davis-Bacon/Prevailing Wage, Section 3, MWBE/DBE, Fair Housing and Limited English Proficiency (LEP))



CDBG Housing - Entitlement and Non-Entitlement Communities

- Program and Project Management
- Sub Recipient Technical Assistance
- Regulatory Compliance
- Financial Management
- Procurement
- Public Outreach for Con and Action Plan
- Low/Mod/National Objective classification
- Section 108 Reviews
 - Environmental Review and NEPA Compliance
 - Section 3, Davis-Bacon and Fair Housing Compliance
 - HMGP Buyouts - local match and 100% voluntary buyouts
 - Grant administration and implementation
 - Record Keeping & Reporting

FEMA

- Hazard Mitigation Grant Program Management
- Case Management
- Buyouts - voluntary and involuntary
- Pre and Post-Acquisition Values
- URA (where applicable)
- Duplication of Benefits (DOB)
- Individual and Public Assistance

Project Experience

City of New York projects, Governor's Office of Storm Recovery (GOSR) \$4.1 Billion; Worked with the Governor's Office of Storm Recovery as a Grant Manager for all City of New York projects in managing procurements for Community Reconstruction, Infrastructure and Public Services. Provided leadership across all procurements, including managing M/WBE participation and Section 3. Provided technical assistance and capacity building to subrecipients and sub grantees. Worked with the GOSR to initiate new applications for projects, amendments, process payments and draw requests; Assisted in managing subrecipients in Elation and required reporting and compliance.

New York State Home and Community Renewal (NYSHCR); Led the agency's effort to revamp its statewide Section 3 Program, including employment and economic opportunities for low and very low-income persons in conjunction with the agency's \$50 million HUD allocation of housing and community development assistance. Drafted Section 3 Policy and Procedures. Provided technical assistance and training to the state agency internal staff and over 1500 subrecipients, developers, contractors, subcontractors, and non-profits, including faith-based organizations.

State of New York, Governor's Office of Storm Recovery (GOSR) \$4.1 Billion; Worked with the Governor's Office of Storm Recovery to develop both program and monitoring policies and



Christopher Posey CDBG-DR Planning and Program Support SME

procedures, including the applicability of policy concerning Section 3, Davis-Bacon (State and Federal Prevailing Wage), Fair Housing, Procurement, and other civil rights compliance regulations across all programs including Housing, Economic Development and Small Business, Infrastructure and Community Reconstruction. Developed monitoring and compliance implementation plan as well as strategy to monitor subrecipients, including local governments and municipalities on disaster recovery projects, including infrastructure and community reconstruction. Assisted the GOSR in policy interpretation and applicability analysis of all HUD regulations. Provided technical assistance and training to GOSR staff, sub consultants, subrecipients and other contractors on various HUD regulations and program components concerning policy and the applicability of policy. Responsibilities include conducting audit and monitoring on site visits (both programmatic and financial management) of subrecipients and writing monitoring reports, including policy findings and concerns along with programmatic recommendations for bringing programs into compliance with HUD regulations and State of NY policies.

New York City, Office of Management and Budget (OMB) \$1.8 Billion; Assisted the City of New York in managing the initial response to the Super Storm Sandy Federal Register Notice. Led the City of New York OMB Office in drafting the initial disaster action plan outlining the utilization of more than \$1.2 billion in HUD CDBG-DR funding for both housing and non housing programs. Worked with the OMB to identify the 50% low-mod definition for projects, including those projects to meet the national objective. Assisted and advised the OMB staff of language for Waiver requests, including policy for Waste, Fraud, and Abuse. Drafted the entire Action Plan, including Waivers and served as a liaison between HUD Technical Assistance Team and the OMB staff. Worked with multiple interagency and city departments, including but not limited to Housing and Revitalization, Housing Authority and Transit Authority to properly classify projects and meet the national objective. Successfully completed the action plan with approved waivers in the initial 120 day period.

New Orleans, Louisiana \$580 Million; Providing CDBG-DR program administration, grants and database management, monitoring and compliance and technical assistance to City of New Orleans staff and sub grantees as well as sub recipients for both housing and nonhousing programs, including infrastructure and capital projects. Worked with the State of Louisiana as the liaison in resolving audit issues and monitoring concerns. Assisting the City of New Orleans to identify and prioritize projects and providing guidance on HUD CDBG-DR regulations and reporting requirements. Managed a team of consultants and CPA accounting team in performing on site monitoring, desk reviews, and invoice verification. Developed policy and procedure manuals for both housing and nonhousing programs, including compliance documents and record keeping protocol according to HUD regulations. Managed nonhousing (infrastructure) project's contract amendments, invoice disputes, change orders, submitting draft grant agreements to the State of Louisiana OCD-DRU, including the cost allocation plans and budgets. Supported the City of New Orleans in updating other city officials, including the city council on program updates.

State of Louisiana \$50 Million; Terrebonne Parish Buyout Program - The State of Louisiana, through the Disaster Recovery Unit of the Office of Community Development (OCD) awarded a multimillion CDBG-DR grant for their buyout program and to administer short term assistance for



Christopher Posey **CDBG-DR Planning and Program Support SME**

eligible households in Louisiana who were displaced as a result of Hurricanes Gustav or Ike. Mr. Posey assisted the Parish in administering the eight step NEPA Review Process for all properties, including pre appraisal reviews and in conducting a procurement and pre bid process lead abatement testing. Managed all notices for NEPA Reviews as well as letters being sent to residents for buyouts. Assisted the Parish in grants and program management, financial management, monitoring and compliance. Managed consultant team to provide input to targeted outreach, intake, and eligibility verification for buyout candidates. Assisted the Parish in drafting their compliance and policy and procedure manuals as well as their Section 3 and Fair Housing Plans.

State of Texas; City of Galveston \$500 Million – Christopher served as one of the lead consultants for the City of Galveston award of nonhousing infrastructure projects to provide ongoing grant and program management, record keeping and documentation management, NEPA reviews, compliance, cost allocation, reporting, desk reviews and monitoring. Mr. Posey provided project management oversight for a staff of consultants that worked directly with the City of Galveston public works management to assist them in bidding and procuring contractors for street and road projects, water and sewer construction, pump station reconstruction and invoice and draw request review. In addition, the team worked directly with the State of Texas General Land Office (GLO) to assure the City of Galveston programs met their guidelines as well as the federal HUD program regulations.

City of Louisville, Kentucky US Department of Housing & Urban Development; CDBG Entitlement Program (CDBG); Multiple US locations; – Mr. Posey provided technical assistance to the City community and economic development department and the sub recipients who were awarded CDBG and HOME funding for both housing and nonhousing projects. Served as a liaison to complete grant agreements, project budgets, construction procurement, draw request and invoicing for disbursement, city auditing and monitoring reviews, including from HUD and worked with nonprofits in drafting responses to both ConPlan and Action Plans. Mr. Posey was successful in working with the City of Louisville on one of its very first pre-development loans for nonprofits in structuring and writing the language in accordance with HUD regulations. Mr. Posey provided oversight and provided technical assistance to both nonprofits as sub recipients and for-profit contractors in HUD CDBG program guidelines. The key program initiatives included technical assistance, monitoring, budgeting, construction management, low/mod income eligibility and determination, pre-development activities, Section 108 review, NEPA assistance and leveraging other funding sources such as historic, housing and new market tax credits, NSP, tax- exempt bond financing, tax increment financing and other local, state and federal grant programs.



Matt Pangrazio

CDBG-DR PLANNING & PROGRAM SUPPORT SME

Matt began working in disaster recovery in Louisiana as an AmeriCorps Volunteer in 2005 and following his service obtained his Master's in Public Administration from Louisiana State University with a focus on Crisis Management. A long-tenured state-staffer on the Louisiana Hazard Mitigation Grant Program, Matt served in key programmatic leadership roles within the Louisiana Office of Community Development – Disaster Recovery Unit. He continued his work on the program under the Governor's Office of Homeland Security and Emergency Preparedness following an administrative transition. A leader in developing and implementing policies and procedures and introducing process efficiency enhancements to increase productivity and throughput, Matt brings a wealth of experience working directly with a large-scale housing recovery program and interfacing with homeowners, contractors, state and local entities, and elected officials. Matt understands the often-challenging mechanics and myriad federal regulations associated with housing recovery programs and has been a sought-after problem-solver by his peers throughout his career.

QUALIFICATIONS

- Over 8 years of direct policy and implementation experience in disaster recovery programs
- Served as a skilled leader of a large-scale disaster recovery housing program, leading a team of 20
- Developed programmatic policies and procedures for housing recovery program
- Knowledgeable on house elevations and disaster recovery housing programs
- Knowledgeable on all aspects of Action Plan development and is well versed in Action Plans in the State of Florida, Commonwealth of Puerto Rico, State of Texas, and State of Louisiana.
- Authored original Action Plan content for the State of California 2017 wildfire Action Plan including program design and development, establishing a mitigation cost factor, and guiding the State to Action Plan completion. Reviewed the Commonwealth of Puerto Rico's Action Plan for Hurricane Maria Recovery.
- Performed data analysis on FEMA data to inform the Unmet Needs Analysis for the State of California
- Significant experience drafting recovery policy for multiple clients, including several Louisiana based local municipalities and the State of Texas.

EDUCATION

Master of Public Administration – Crisis Management, Louisiana State University

B.S. Disaster Management/Geographic Information Systems, Rochester Institute of Technology – Rochester, NY

CERTIFICATIONS

Certified Floodplain Manager

RELEVANT EXPERIENCE

State of Texas Hurricane Harvey Recovery – Homeowner Assistance Program (HAP)

Client: State of Texas General Land Office (GLO)

Description: GCR is providing technical assistance and subject matter expertise in coordination with its project partner AECOM to the State of Texas General Land Office as they implement the Homeowner Assistance Program (HAP). HAP is a reconstruction and repair program developed to assist homeowners impacted by Hurricane Harvey statewide. GCR provides regulatory support and staff augmentation services for two Councils of Government (COGs); Southeast Texas (SET) and the Houston-Galveston Area Council-West/Lower Colorado Region (HGAC-W/LCR). HAP is projected to serve more than 2,000 homeowners combined in both service areas.

Project Role: Matt is the project manager and team leader for all GCR staff augmentation, supervising seven staff members across three locations.



California CDBG-DR Action Plan and Technical Assistance

Client: State of California Department of Housing and Community Development

Description: The State of California was awarded \$212 million in HUD CDBG-DR funds in response to wildfires, mudslides, and debris flows that occurred in October and December 2017. Immediately following the funding announcement, the State brought on GCR to provide full-scale pre-award support. Specific efforts have included the development of the Financial Certifications package and Implementation Plan, drafting administrative policies and procedures relative to key internal controls, and providing technical assistance on best practices for standing up a new disaster recovery unit within the department. In addition, GCR led the effort to draft the State's CDBG-DR Action Plan, which included a disaster-wide data collection effort to assess impacts and unmet recovery needs, multiple rounds of stakeholder engagement and public meetings, program design and development, grant expenditure projections, and close coordination with local governments throughout the process. The GCR team is also working with the State relative to the anticipated allocation of CDBG-MIT (mitigation) funding, ensuring clarity relative to applicable rules and regulations, eligible uses, and project selection criteria.

Project Role: Matt provides Action Plan development, FEMA data analysis for the Unmet Needs Analysis, program design, and hazard mitigation subject matter expertise.

HUD Community Compass – Puerto Rico CDBG-DR Technical Assistance

Client: U.S. Department of Housing and Urban Development

Description: GCR is part of a team of firms providing technical assistance to Puerto Rico's Department of Housing in support of the launch of its CDBG-DR funded programs. GCR's role has included drafting administrative policies and procedures, reviewing and providing feedback to implement best practices on the draft Action Plan, performing cost estimates for procurement activities and generally supporting procurement efforts, and assisting with program design and development. In addition, GCR personnel have developed and conducted trainings for Puerto Rican personnel on a broad spectrum of key topics, ranging from financial management to the fundamentals of CDBG-DR funding.

Project Role: Matt serves as a senior grant manager for this engagement. His role includes Action Plan review, program design, supporting procurement activities, and providing regulatory guidance.

Jefferson Parish HUD Grants Program Management Support

Client: Jefferson Parish Government

Description: GCR is providing overall program management support to the Jefferson Parish Community Development Department for CDBG, HOME, ESG and CDBG-DR programs. Included in the scope is specific guidance related to regulatory compliance in support the Parish's recovery from Hurricanes Katrina, Rita, Gustav, Ike, and Isaac. GCR's work has included a full assessment of the Parish's program management operations to identify areas in need of improvement, the development of policies and procedures for specific recovery programs and overall grants administration, and training staff on best practices and regulatory requirements.

Project Role: Matt supports all aspects of the project, working closely with the Parish and its partners to ensure compliant and efficient program operations.

State of California National Disaster Resilience Implementation

Client: State of California Department of Housing and Community Development

Description: GCR serves as the primary outside advisor to the State of California for the implementation of its \$70 million CDBG-NDR award to develop and implement its Community and Watershed Resilience Program. The program consists of three pillars: forest and watershed health, a biomass and wood products facility, and a community resilience center. GCR's scope of work includes support across a number of areas, including technical assistance to the State and its subrecipients, project design, project implementation support, compliance monitoring, and overall program management support.

Project Role: Matt supports all regulatory compliance aspects of the project.



Matt Pangrazio

City of Norfolk, VA National Disaster Resilience Implementation

Client: City of Norfolk Mayor's Office of Resilience

Description: GCR serves as the City of Norfolk's grants management and regulatory compliance subject matter expert for the implementation of its \$115 million CDBG-NDR award to implement its suite of resilience-building initiatives in the Ohio Creek watershed. The effort comprises a suite of projects and programs, including shoreline restoration and protection, parcel level green infrastructure, increasing community connectivity, and creating economic opportunities for low income residents. GCR's role includes program design, the provision of technical assistance to the City and its partners, the completion of mock audits, development and delivery of a regulatory training program, and overall regulatory compliance support (including the development of a CDBG-NDR Administrative Manual to ensure compliance with all applicable requirements).

Project Role: Matt supports the provision of regulatory compliance technical assistance to the City and its partners.

City of Springfield, MA National Disaster Resilience Implementation

Client: City of Springfield, Massachusetts

Description: GCR serves as the primary outside advisor to the City of Springfield for the implementation of its \$17 million CDBG-NDR award to develop its suite of resilience-building initiatives. GCR's role includes a variety of components, ranging from detailed project coordination and the design of an innovative healthy homes rehabilitation program to subrecipient technical assistance and updating the City's CDBG-NDR Administrative Manual to ensure compliance with all applicable regulatory requirements.

Project Role: Matt supports all aspects of the project, including the development of administrative and programmatic policies and procedures, program design, and general technical assistance on regulatory matters.

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Project Role: CDBG-DR Environmental Review Specialist

Experience: 18 years

Education: Holy Cross College, Notre Dame, Indiana;
Major: Theology/Philosophy
St. Edward's University, Austin, Texas;
Major: Human Services
Austin Community College, Austin, Texas;
Major: Applied Science

Certifications / Awards:

Certified Floodplain Manager, 2013
National Incident Management System - ICS certification, 2005
TxDOT NEPA Environmental /Transportation Decision Making Class, 2017
Texas Department of Agriculture TxCDBG Administrator Certification, 2016

Summary of Experience & Qualifications

Gilbert Martinez is a qualified Emergency Management and Project Management professional, with extensive experience in CDBG-DR Grant Program Administration, FEMA Individual Assistance and Public Assistance programs. Mr. Martinez also has significant experience in NEPA Environmental compliance, including floodplain management, where he is an expert in the coordination of both Tiered Broad and Site-Specific Reviews, Compliance Documentation, and HUD Part 58 Environmental Training.

Project experience includes:

- **Disaster Recovery**
 - Program Design
 - Policy and Procedures
 - NEPA/HUD Part 58 Environmental Compliance
 - Program Management and Implementation
 - Resiliency Planning & Strategy
 - Regulatory Compliance and Monitoring

- **FEMA Individual and Public Assistance (IA/PA)**
 - Program Management
 - Disaster Recovery Center Mobilization
 - Case Management
 - Quality Control and Compliance
 - Applicant briefings
 - Site Inspection reviews
 - Project Worksheet review



Employment and Prior Project Experience

MPACT Strategic Consulting, LLC, Houston, Texas

Senior Manager | Sep 12, 2016 – Present

Coordinates HUD Part 58 Environmental Review activities for various housing and infrastructure activities. Provides professional services for federally-funded programs and serves as a subject matter expert for NEPA environmental compliance. Served as Senior Level Analyst for the PREPS program, a FEMA Public Assistance funded program that is aimed at helping homeowners with minor rehabilitation repairs stemming from Hurricane Harvey damages. Reviewed Change Orders and Final Requisition requests for the City of New York's Build It Back Single-Family Housing Disaster Recovery Program for Superstorm Sandy. Develops Unmet Needs Assessments for post-disaster events. Coordinates with local municipalities (i.e. cities, counties, Councils of Government, community development corporations), various state agencies (e.g. GLO, TDHCA, THC, TCEQ, TDA, TDI, etc.), and multiple federal regulatory entities (USFWS, USACE, FEMA, NOAA-USMFS, ACHP, FHWA, etc.) to ensure compliance and coordination amongst multiple stakeholders dealing with federal and state grant programs.

Texas General Land Office (GLO), Austin, Texas

Senior Environmental Advisor III | Sep 01, 2011 - Jun 30, 2015

Responsible for the management of environmental compliance for a \$3.1 billion Long-Term Disaster Recovery Project that supports housing and infrastructure restoration. Duties include environmental oversight of state-contracted environmental consulting firms, service providers, and state staff; serving as a subject matter expert for environmental compliance; conducting environmental compliance training; consulting with Councils of Government (COGs), units of local government, nonprofit and for-profit organizations, as well as other federal agencies. Resolves environmental issues, provides technical assistance and identifies training needs for both internal staff and external customers. Monitors environmental processes for compliance with the Code of Federal Regulations. Accurately reviews environmental project descriptions, classifications and documentation for multiple housing and infrastructure activities, as well as environmental assessment compliance for HUD funded activities, including: Endangered Species Act, National Historic Preservation Act, Clean Air Act, Clean Water Act, Coastal Barrier Resources Act, Solid Waste Disposal Act, and Executive Orders 11988 (Floodplains), 11990 (Wetlands) and 12898 (Environmental Justice). Maintains Environmental Review Records for multiple program contracts and ensures quality assurance is met. Recommends changes and modifications to environmental review documents as necessary. Develops planning procedures for implementation, administration, and evaluation for Disaster Recovery Programs, with respect to NEPA compliance and HUD federal environmental regulations. Complies with all applicable security and safety rules, regulations, and standards. Holds a nationally accredited Certified Floodplain Manager certificate that assists in the implementation of Executive Order 11988.

Texas Department of Housing & Community Affairs (TDHCA), Austin, Texas

Environmental Specialist III | Dec 01, 2008 - Aug 31, 2011

Consults with Councils of Government (COGs), nonprofit and for-profit organizations, as well as other federal, state and local entities involved in TDHCA state and federally-funded programs. Resolves environmental issues, provides technical assistance and identifies training needs. Monitors environmental clearance process for regulatory compliance. Accurately reviews environmental project descriptions, classifications, and support documentation as well as environmental assessment compliance for HUD funded activities including, but not limited to, the Endangered Species Act, National Historic Preservation Act, Clean



Air Act, Clean Water Act, Costal Barrier Resources Act, Solid Waste Disposal Act and Executive Orders 11988 (Floodplains), 11990 (Wetlands) and 12898 (Environmental Justice). Identifies the need for environmental training and technical assistance for contract administrators assisting in compliance of environmental policies and regulations. Maintains Master Environmental Review Records for multiple program contracts and ensures quality assurance is met. Recommends updates, changes, and modifications to environmental review documents as necessary. Develops planning procedures for implementation, administration, and evaluation from Hurricane Rita issues in relation to Hurricanes Dolly and Ike Disaster Recovery Programs. Complies with all applicable security and safety rules, regulations, and standards. Fully knowledgeable of Fraud, Waste and Abuse Prevention and Detection Program and its affect in individual program areas; this includes performing risk assessments of business processes and identifying communicating control processes and steps to mitigate unacceptable risks.

Goodwill Temporary Services/TDHCA, Austin, Texas

Administrative Tech IV | Jul 01, 2008 - Nov 30, 2008

Maintains Master Environmental Review Records for CDBG Housing Contracts, in accordance with State and Federal guidelines. Maintains an environmental tracking system. Evaluates and conducts critical environmental reviews of demolition, rehabilitation, and reconstruction site proposals. Conducts floodplain mapping using FEMA GIS and FEMA Map Service Center. Provides technical assistance for environmental issues to local governmental entities including Councils of Government, cities, counties, non-profit/for-profit organizations, and developers. Monitors environmental clearance process for NEPA compliance of federally-funded programs (e.g. HOME, Neighborhood Stabilization Program, Disaster Recovery, Office of Colonia Initiative Programs).

F.E.M.A., Various U.S. Cities

Disaster Assistance Employee | Dec 25, 2005 - Jun 18, 2008

VARIOUS CITIES, TX (Flooding) - Facilitates mobile disaster recovery centers. Registers disaster victims for program assistance and thoroughly explains program expectations. Maintains federal records for recipients of FEMA's Direct Housing Program.

BATON ROUGE, LA (Hurricane Katrina) - Provides technical assistance to FEMA Contractors and FEMA Contracting Officer's Technical Representatives. Monitors FEMA Contracts, Compliance & Performance Reports and Fiscal Accountability under Contract Support Division based on FEMA's Acquisition guidelines. Maintains multiple contracts, draws and consultants. Developed Quality Assurance Surveillance Plan

ALBANY, NY - Conducts Preliminary Damage Assessments (PDAs) to verify damage caused by flooding with local officials. Manages three local Disaster Assistance Service Centers (DASC) in New York. Prepares daily reports for Federal and State analyses. Actively works with local law enforcement, fire safety, emergency services, town officials, State Representatives, and citizens to promote recovery efforts and to explore possible avenues for mitigation plans. Collaborates with the Small Business Association to assist disaster victims with Federal Disaster Loans.

BEAUMONT, TX (Hurricane Rita) - Serves as Direct Housing Field Coordinator: Manages a staff of 15, Assists in development of Direct Housing Program (DHP) rules and policies; Coordinates field operations of DHP field staff in Beaumont Area Field Office; prepares state and federal reports for Federal Coordinating Officer and Operations Management; resolves issues and complaints received from the Texas Joint Field Office; leads staff meetings to discuss issues/concerns with daily operations; coordinates and addresses reports, issues, and schedules with FEMA staff, FEMA contractors, and disaster recipients.



F.E.M.A., Austin, Texas

Applicant Services Specialist-Individual Assist. | Oct 03, 2005 - Dec 24, 2005

Processes applicant updates from various Disaster Recovery Centers in response to Hurricane Rita. Conducts eligibility interviews and provides clients with alternative disaster recovery housing solutions. Conducts quality assurance reviews of caseworker recommendations from Pre-Placement Interviews, verifies special needs accommodation requests, and generates site inspections requests. Maintains Microsoft Access database for Direct Housing Operations Program.

Texas Health and Human Services Commission, Austin, Texas

Texas Works Advisor II | Apr 15, 2002 - Jan 31, 2005

Conducts interviews for clients applying for USDA Food & Nutrition Service benefits administered through Texas Health & Human Services Commission. Reviews and verifies benefit eligibility in accordance with state and federal guidelines. Performs adjustments to client status, overpayments, and benefit restoration. Proficient communication skills are exercised, both internally and externally, to provide, exchange, and verify information with clients and other governmental agencies. Administers referrals for Children's Health Insurance Program (CHIP) enrollment. Resolves legislative inquiries and complaints. Instructs, demonstrates, and interprets policy for staff, clients, and others. Serves as a back-up Local System Coordinator. Performs daily maintenance of Local-Area-Network System. Troubleshoots local IT issues for staff.

State of Texas DHS-Disaster (IFG/ONA) Program, Austin, Texas

Eligibility Specialist II | Jun 18, 2001 - Apr 15, 2002

Responsible for personal property grant administration for federally declared disasters. Implements, trains and clarifies complex policy and procedures. Assists management in leading unit staff, audits case reviews, provides quality assurance recommendations, and prepares reports for program analysis.



Years of Experience: 37

Areas of Expertise

- HUD CDBG-DR
- National Disaster Resilience Competition (NDRC) Program
- Technical Assistance
- Application Preparation
- Environmental Clearance
- Davis-Bacon
- Uniform Real Property Acquisition
- Section 3
- Section 504
- Fair Housing
- Financial Management
- Construction Monitoring
- Record-Keeping

Education

- B.S, Economic and Finance, Louisiana College, Pineville, LA, 1980

Doug Gathright, CPA, CMA

CDBG-DR Infrastructure Specialist

Highlights

- **Involved in development of the CDBG-DR Implementation Plan** for the New York State Governor's Office of Storm Recovery (NY GOSR) following Hurricane Sandy and the **CDBG-DR Implementation Plan** for the Louisiana Office of Community Development (OCD) following Hurricanes Katrina and Rita.
- **Managed the \$1.2 billion in CDBG-DR funds** allocated to three programs, with an estimated **350 projects**, as a subject matter expert for the Hurricane Sandy CDBG-DR Infrastructure Program.
- **Provided technical assistance and oversight for the State of Louisiana's National Disaster Resilience Competition (NDRC)** grant program, with an allocation of \$92.6 million.
- **Provided technical assistance** to the City of Alexandria's CDBG staff and to several public housing authorities with regard to compliance with Davis Bacon and CDBG contract documents and procurement.

Relevant Project Experience

Subject Matter Expert, NY GOSR, CDBG-DR Recovery Programs—HGA, New York, NY, May 2014—present

- Serves as a subject matter expert for the Hurricane Sandy CDBG-DR Infrastructure Program. The project scope of work includes managing the \$1.2 billion allocated to three programs, with an estimated 350 projects.

Subject Matter Expert, Louisiana National Disaster Resilience Competition (NDRC) Program—Pan American Engineers, Baton Rouge, LA, 2016—present

- Provides technical assistance and oversight for the State's \$92.6 million NDRC grant program.
- Projects include the resettlement of the Isle de Jean Charles tribal community and the implementation of the Louisiana Strategic Adaptations for Future Environments Program (LA SAFE). LA SAFE seeks to protect coastal wetlands in and around southeast Louisiana, retrofit communities to withstand increased flooding risk, and reshape high-ground areas to maximize their use and safety.



Certifications

- Certified Public Accountant(CPA), Louisiana
- Certified Management Accountant (CMA)

Training

- Numerous CDBG Seminars and Workshops

Professional Affiliations

- Society of Louisiana Certified Public Accountants
- American Institute of Certified Public Accountants
- Institute of Management Accountants

Senior Grant Manager, Louisiana OCD, Gustav/Ike Recovery Program—Pan American Engineers, Baton Rouge, LA, 2009—present

- Works directly with local governments on the development of recovery proposals and project applications. Oversaw the implementation of CDBG-DR projects for local governments.
- Ensures compliance with HUD and Louisiana OCD regulations and policies.

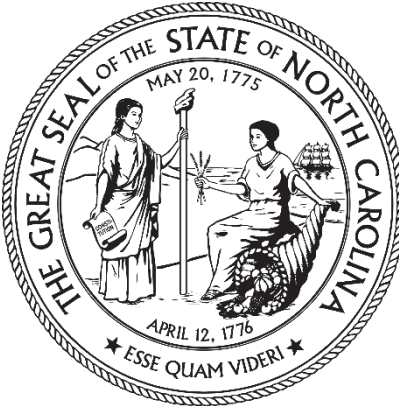
Senior Grant Manager, Louisiana OCD, Katrina/Rita Recovery Program—Pan American Engineers, Baton Rouge, LA, 2007—present

- Assists LA OCD with recovery efforts for Hurricanes Katrina and Rita.
- Instrumental in administering the Katrina/Rita Infrastructure Program and heavily involved in preparation of the implementation manual for the Katrina/Rita Recovery Program. Worked with OCD to develop additional guidelines as required for the Program.
- Provided technical assistance to OCD staff on various CDBG issues and assisted with the development of policies and procedures.

Appendix B: RFP (#19-RFP-014523-PTW) and Signed Addendum 1

We have presented the complete RFP, with our company name at the top of all pages and the signed Addendum 1 on the following pages. Forms requiring input are also provided with input as indicated in the Table of Contents.

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STATE OF NORTH CAROLINA

North Carolina Office of Recovery and Resiliency

Request for Proposal #: 19-RFP-014523-PTW

**Staff Augmentation for Community Development Block Grant Disaster
Recovery Program Delivery and Program Oversight**

Date of Issue: March 13, 2019

Proposal Opening Date: April 5, 2019

At 02:00 PM ET

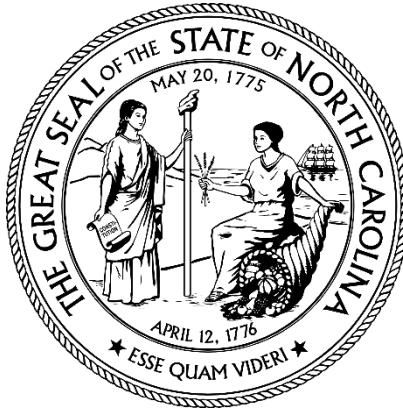
Direct all inquiries concerning this RFP to:

Tim Pendergrass

Purchasing Agent

Email: tim.pendergrass@ncdps.gov

Phone: 919-324-6473



STATE OF NORTH CAROLINA

Request for Proposal

19-RFP-014523-PTW

For internal State agency processing, including tabulation of proposals in the Interactive Purchasing System (IPS), please provide your company's Federal Employer Identification Number or alternate identification number (e.g. Social Security Number). Pursuant to G.S. 132-1.10(b) this identification number shall not be released to the public. **This page will be removed and shredded, or otherwise kept confidential**, before the procurement file is made available for public inspection.

**This page is to be filled out and returned with your proposal.
Failure to do so may subject your proposal to rejection.**

ID Number:

72-1354146

Federal ID Number or Social Security Number

Hunt, Guillot & Associates, LLC (HGA)

Vendor Name


STATE OF NORTH CAROLINA
Division of North Carolina Office of Recovery and Resiliency

| | |
|--|--|
| Refer <u>ALL</u> Inquiries regarding this RFP to: Tim Pendergrass | Request for Proposal # 19-RFP-014523-WAX Proposals will be publicly opened: April 5, 2019 at 2:00 PM ET |
| Contract Type: Open Market | Using Agency: North Carolina Office of Recovery and Resiliency |
| Commodity No. and Description: 958-77 Project Management Services | Requisition No.: RQ21744274 |

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 bid, at the prices set opposite each item within the time specified herein. By executing this proposal, the undersigned Vendor certifies that this proposal is submitted competitively and without collusion (G.S. 143-54), that 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 that it is not an ineligible Vendor as set forth in G.S. 143-59.1. False certification is a Class I felony. 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 your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization. As required by 2 CFR § 200.317, 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 2 CFR § 200.318-.326. As required by the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended), the undersigned vendor certifies that by applying or bidding for an award of \$100,000 or more shall file 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 take place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

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

| | | |
|--|--------------------------------|-----------------------------------|
| COMPLETE/FORMAL NAME OF VENDOR: Hunt, Guillot & Associates, LLC | | |
| STREET ADDRESS: 603 Reynolds Drive | P.O. BOX: 580 | ZIP: 71273 |
| CITY & STATE & ZIP: Ruston, LA 71270 | TELEPHONE NUMBER: 225-927-6825 | TOLL FREE TEL. NO: 1-866-255-6825 |
| PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #12): | | |
| PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: Jack Hunt, Vice President | | FAX NUMBER: 318-255-8591 |
| VENDOR'S AUTHORIZED SIGNATURE:  | DATE: 3/25/19 | EMAIL: jhunt@hga-llc.com |

Offer valid for at least 90 days from date of proposal opening, unless otherwise stated here: _____ days. After this time, any withdrawal of offer shall be made in writing, effective upon receipt by the agency issuing this RFP.

ACCEPTANCE OF PROPOSAL

If any or all parts of this proposal are accepted by the State of North Carolina, an authorized representative of the NC Department of Public Safety, Division of Purchasing and Logistics shall affix his/her signature hereto and this document and all provisions of this Request for Proposal along with the Vendor proposal response and the written results of any negotiations shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s). *This procurement complies with the State's own procurement laws, rules and procedures per 2 CFR § 200.317.*

FOR STATE USE ONLY: Offer accept and Contract awarded this _____ day of _____, 2019, as indicated on the attached certification, by _____

(Authorized Representative of North Carolina DPS)

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1.0 PURPOSE AND BACKGROUND

The North Carolina Office of Recovery and Resiliency (NCORR), a division of the North Carolina Department of Public Safety (DPS), is soliciting proposals from interested firms to provide staff augmentation, general grant coordination and management, and project management services for current and anticipated Community Development Block Grant for Disaster Recovery (CDBG-DR) grants to the State of North Carolina. The State of North Carolina (the State) has received approximately \$236.5 million in CDBG-DR awards to date for Hurricane Matthew (DR-4285). The State anticipates an additional \$168 million for mitigation projects, and, following Hurricane Florence (DR-4393), North Carolina anticipates another substantial CDBG-DR award. To meet the unprecedented challenge of recovering from two major disasters in two years, the State has established NCORR to be the new grantee agency for management of all CDBG-DR awards to the State. NCORR is seeking proposal from qualified Vendors, interested in responding to this RFP, that have specific experience and qualifications in the areas identified in this solicitation.

The purpose of this RFP and any resulting Contract Award is to solicit Offers for the development, support and training of staff for the State of North Carolina's new CDBG-DR grantee agency, NCORR. NCORR has been established to receive and administer any CDBG-DR grant awarded by the U.S. Department of Housing and Urban Development (HUD) for the purpose of recovering from a major disaster. The agency will manage all aspects of these grants, including planning and policy development, recovery program administration, compliance monitoring, program financial management, and grant closeout. The programs that NCORR will administer under the CDBG-DR grant include, but are not limited to: single-family home repair reimbursement, rehabilitation, and reconstruction; repair and replacement of manufactured homes; repairs to public infrastructure; rehabilitation of public housing units; rehabilitation of small rental properties and multi-family rental housing units; buyouts and acquisition of flood-prone residential properties; and the small business recovery loan program. Further details on these recovery programs, including the State's Action Plan and Housing Program Manual, can be found on the State's CDBG-DR website: <https://www.rebuild.nc.gov/>.

This Contract will be classified as a Definite Quantity Contract. This means the request is for a close-ended contract between the awarded Vendor and the State to furnish a pre-determined quantity of a good or service during a specified period of time.

Proposals shall be submitted in accordance with the terms and conditions of this RFP and any addenda issued hereto.

2.0 GENERAL INFORMATION

2.1 REQUEST FOR PROPOSAL DOCUMENT

The RFP is comprised of the base RFP document, any attachments, and any addenda released before Contract award. All attachments and addenda released for this RFP in advance of any Contract award are incorporated herein by reference.

2.2 RESERVED E-PROCUREMENT

This RFP does not incorporate the e-procurement fee. See Paragraph 16 of the attached Terms and Conditions as amended. General information on the E-Procurement Services can be found at: <http://eprocurement.nc.gov/>.

2.3 NOTICE TO VENDORS REGARDING RFP TERMS AND CONDITIONS

It shall be the Vendor's responsibility to read the Instructions, the State's 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 also are responsible for obtaining and complying with all Addenda and other changes that may be issued in connection with this RFP.

If Vendors have questions, issues, or exceptions regarding any term, condition, or other component within this RFP, those must be submitted as questions in accordance with the instructions in Section 2.5 PROPOSAL QUESTIONS. 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 and amendment of specific provisions of the Contract that have been addressed during the question and answer period. Other than through this process, the State rejects and will not be required to evaluate or consider any additional or modified terms and conditions submitted with Vendor's proposal. 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 Vendors' instructions herein or to render the proposal non-binding or subject to further negotiation. Vendor's proposal shall constitute a firm offer. **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. Noncompliance with, or any attempt to alter or delete, this paragraph shall constitute sufficient grounds to reject Vendor's proposal as nonresponsive.**

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 | March 13, 2019 |
| Submit Written Questions | Vendor | March 21, 2019 |
| Provide Response to Questions | State | March 25, 2019 |
| Presentation (optional) | Vendor | TBD |
| Submit Proposals | Vendor | April 5, 2019 by 2:00 PM ET |
| Contract Award | State | TBD |
| Contract Effective Date | State | TBD |

2.5 PROPOSAL 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 Proposal Questions process, Vendors shall submit any such questions by the above due date.

Written questions shall be emailed to tim.pendergrass@ncdps.gov by the date and time specified above. Vendors should enter "RFP # 19-RFP-014523-PTW. Questions" as the subject for the email. Questions submittals should include a reference to the applicable RFP section and be submitted in a format shown below:

| Reference | Vendor Question |
|--------------------------|----------------------|
| RFP Section, Page Number | Vendor question ...? |

Questions received prior to the submission deadline date, the State's response, and any additional terms deemed necessary by the State will be posted in the form of an addendum to the Interactive Purchasing System (IPS), <http://www.ips.state.nc.us>, 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 an Addendum to this RFP.

2.6 PROPOSAL SUBMITTAL

IMPORTANT NOTE: This is an absolute requirement. 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 its proposal has been submitted to this Office by the specified time and date of opening. The time and date of submission will be marked on each proposal when received. Any proposal-submitted after the proposal deadline will be rejected.

Office Address of delivery by any other method (special delivery, overnight, or any other carrier).**PROPOSAL NUMBER:** 19-RFP-014523-PTW

Attn: Tim Pendergrass
North Carolina Department of Public Safety
Purchasing and Logistics
3030 Hammond Business Place
Raleigh, NC 27603

Vendors shall deliver one (1) signed, original executed response and two (2) copies of the signed original executed quote to the address identified in the table in this Section. Also include (1) one electronic copy on a flash drive that is not password protected. Address package and insert quote number as shown in the table above.

Proposal number shall be marked on the outside of the sealed envelope with the Vendor's name and date and time of opening.

IMPORTANT NOTE: It is the responsibility of the Vendor to have the signed quote physically in this Office by the specified time and date of opening, regardless of the method of delivery. This is an absolute requirement. The time of delivery will be marked on each quote when received, and any quote received after the submission deadline will not be accepted or evaluated. Sealed quotes, subject to the conditions made a part hereof, will be received at the address indicated in the table in this Section, for furnishing and delivering the commodity as described herein.

Critical updated information may be included in Addenda to this RFP. It is important that all Vendors proposing on this RFP periodically check the State's IPS website 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 this RFP and all Addenda thereto.

Contact with anyone working for or with the State regarding this RFP other than the State Contract Lead named on the face page of this RFP in the manner specified by this RFP shall constitute grounds for rejection of said Vendor's offer, at the State's election.

2.7 PROPOSAL CONTENTS

Vendors shall populate all attachments of this RFP that require the Vendor to provide information and include an authorized signature where requested. Vendor RFP responses shall include the following items and those attachments should be arranged in the following order:

- a) Cover Letter
- b) Title Page: Include the company name, address, phone number and authorized representative along with the Proposal Number and a statement of conflicts (if any) the proposing entity or key employees may have regarding these services. The statement should include conflicts, as well as any working relationships that may be perceived by disinterested parties as a conflict. If no potential conflicts of interests are identified, please state so.
- c) Completed and signed version of EXECUTION PAGES, along with the body of the RFP and signed receipt pages of any addenda released in conjunction with this RFP (if required to be returned).
- d) Table of Contents
- e) A brief history of the Vendor, including general background, knowledge of CDBG-DR programs, and experience working with relevant agencies or programs including Resumes and bios of the personnel assigned to the project, to demonstrate that staff meet the requirements outlined in this RFP for each role described. (See Section 4.6)
- f) Completed version of ATTACHMENT A: PRICING
- g) ATTACHMENT B: INSTRUCTIONS TO VENDORS
- h) ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS

- i) Completed and signed version of ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR
- j) Completed and signed version of ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION
- k) Completed and signed version of ATTACHMENT F: HISTORICALLY UNDERUTILIZED BUSINESSES INFORMATION

2.8 ALTERNATE PROPOSALS

Vendor may submit alternate proposals for various methods or levels of service(s) or that propose different options. Alternate proposals must specifically identify the RFP requirements and advantage(s) addressed by the alternate proposal. Any alternate proposal, in addition to the marking described above, must be clearly marked with the legend: "Alternate Proposal #19-RFP-014523-PTW." Each proposal must be for a specific set of Services and must include specific pricing. If a Vendor chooses to respond with various service offerings, each must be offered with a separate price and be contained in a separate proposal document. Each proposal must be complete and independent of other proposals offered.

2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- a) **BAFO:** Best and Final Offer, submitted by a Vendor to alter its initial offer, made in response to a request by the issuing agency.
- b) **CDBG-DR:** Community Development Block Grant for Disaster Recovery grant.
- c) **DRRA:** Disaster Risk Reduction Areas
- d) **DRGR:** Disaster Recovery Grant Reporting System
- e) **E-PROCUREMENT SERVICE(S):** The program, system, and associated Services through which the State conducts electronic procurement.
- f) **HUD:** U.S. Department of Housing and Urban Development.
- g) **NCORR:** The North Carolina Office of Recovery and Resiliency
- h) **QUALIFIED PROPOSAL:** A responsive proposal submitted by a responsible Vendor.
- i) **RFP:** Request for Proposal
- j) **SERVICES or SERVICE DELIVERABLES:** The tasks and duties undertaken by the Vendor to fulfill the requirements and specifications of this solicitation.
- k) **SOP:** Standard Operating Procedures
- l) **SOR:** System of Record
- m) **TRA:** Temporary Relocation Assistance
- n) **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
- o) **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.
- p) **URA:** Uniform Relocation Act
- q) **VENDOR:** Supplier, bidder, proposer, company, firm, corporation, partnership, individual or other entity submitting a response to a Request for Proposal.

3.0 METHOD OF AWARD AND PROPOSAL EVALUATION PROCESS

3.1 METHOD OF AWARD

Contracts will be awarded in accordance with G.S. § 143-52 and the evaluation criteria set out in this solicitation. Prospective Vendors shall not be discriminated against on the basis of any prohibited grounds as defined by Federal and State law.

All qualified proposals will be evaluated, and awards will be made to the Vendor(s) meeting the RFP requirements and achieving the highest and best final evaluation, based on the criteria described below.

While the intent of this RFP is to award a Contract(s) to a single Vendor, the State reserves the right to make separate awards to different Vendors, to not award one or more items 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 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 under this RFP. Any Vendor with an E-Procurement Services account that is in arrears by 91 days or more at the time of proposal opening may, at the State's discretion, be disqualified from further evaluation or consideration.

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

3.2 CONFIDENTIALITY AND PROHIBITED COMMUNICATIONS DURING EVALUATION

During the evaluation period—from the date proposals are opened through the date the contract is awarded—each Vendor submitting a proposal (including its representatives, sub-contractors and/or suppliers) 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, department secretary, agency head, members of the general assembly and/or governor's office), or private entity, if the communication refers to the content of Vendor's proposal or qualifications, the contents of another Vendor's proposal, another Vendor's qualifications or ability to perform the 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 and/or the award of the contract. A Vendor not in compliance with this provision shall be disqualified from contract award, unless it is determined in the State's discretion that the communication was harmless, that it was made without intent to influence and that the best interest of the State would not be served by the disqualification. A Vendor's proposal may be disqualified if its sub-contractor and supplier engage in any of the foregoing communications during the time that the procurement is active (i.e., the issuance date of the procurement to the date of contract award). Only those discussions, communications or transmittals of information authorized or initiated by the issuing agency for this RFP or general inquiries directed to the purchaser regarding requirements of the RFP (prior to proposal submission) or the status of the contract award (after submission) are excepted from this provision.

3.3 PROPOSAL EVALUATION PROCESS

The State shall review all Vendor responses to this RFP to confirm that they meet the specifications and requirements of the RFP.

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

Proposals will be received from each responsive Vendor according to the method of submission specified in Section 2.6 of this RFP.

All proposals must be received by the issuing agency not later than the date and time specified on the cover sheet of this RFP.

At that date and time, the proposal from each responding firm will be opened publicly and the name of the Vendor and total cost offered will be announced. Interested parties are cautioned that these costs and their components are subject to further evaluation for completeness and correctness and therefore may not be an exact indicator of a Vendor's pricing position.

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.

Proposals will generally be evaluated according to completeness, content, and experience with similar projects, ability of the Vendor and its staff, and cost. Specific evaluation criteria are listed in 3.4 EVALUATION CRITERIA, below.

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.

The State reserves the right to reject all original offers and request one or more of the Vendors submitting proposals to submit best and final offers (BAFOs), prepared in collaboration with the State after the initial responses to the RFP have been evaluated.

Proposer must demonstrate to the complete satisfaction of NCORR that it has the necessary facilities, ability, and financial resources to provide the services specified herein in a satisfactory manner. Proposer should also give a past history and references to demonstrate its qualifications. NCORR may make reasonable investigations deemed necessary and proper to determine the ability of Proposer to perform the work, and Proposer shall furnish to NCORR all information for this purpose that may be requested. NCORR reserves the right to reject any offer if the evidence submitted by, or investigation of, Proposer fails to satisfy NCORR that Proposer is properly qualified to carry out the obligations of the contract and to complete the work described therein.

1) Source Selection

A trade-off/ranking method of source selection will be utilized in this procurement to allow the State to award this RFP to the Vendor providing the Best Value, and recognizing that Best Value may result in award other than the lowest price or highest technically qualified offer. By using this method, the overall ranking may be adjusted up or down when considered with, or traded-off against other non-price factors.

- a) Evaluation Process Explanation. The State Agency will review all offers. All offers will be initially classified as being responsive or non-responsive. If an offer is found non-responsive, it will not be considered further. All responsive offers will be evaluated based on stated evaluation criteria. Any references in an answer to another location in the RFP materials or Offer shall have specific page numbers and sections stated in the reference.
- b) To be eligible for consideration, Vendor's offer must substantially conform to the intent of all specifications. Compliance with the intent of all specifications will be determined by the State. Offers that do not meet the full intent of all specifications listed in this RFP may be deemed deficient. Further, a serious deficiency in the offer to any one (1) factor may be grounds for rejection regardless of overall score.
- c) The evaluation committee may request clarifications, or presentations from any or all Vendors. However, the State may refuse to accept, in full or partially, the response to a clarification request given by any Vendor. Vendors are cautioned that the evaluators are not required to request clarifications; therefore, all offers should be complete and reflect the most favorable terms. Vendors should be prepared to send qualified personnel to Raleigh, North Carolina, to discuss technical and contractual aspects of the offer.
- d) Vendors are advised that the State is not obligated to ask for, or accept after the closing date for receipt of offer, data that is essential for a complete and thorough evaluation of the offer.

2) Best and Final Offers (BAFO)

If negotiations or subsequent offers are solicited, the requested Proposers shall provide BAFOs in response. Failure to deliver a BAFO when requested shall disqualify the non-responsive Vendor from further consideration. At its discretion, the State may establish a competitive range based upon evaluations of offers, and request BAFOs from the Vendors within this range; e.g. "Finalist Vendors". The State will evaluate BAFOs, oral presentations, and product demonstrations as part of the Vendors' respective offer to attain their final ranking.

The State reserves the right to reject all original offers and request one or more of the Vendors submitting proposals within a competitive range to submit a best and final offer (BAFO), based on discussions and negotiations with the State, if the initial responses to the RFP have been evaluated and determined to be unsatisfactory.

Upon completion of the evaluation process, the State will make Award(s) based on the evaluation and post the award(s) to IPS under the RFP number for this solicitation. Award of a Contract to one Vendor does not mean that the other proposals lacked merit, but that, all factors considered, the selected proposal was deemed most advantageous and represented the best value to the State.

3.4 EVALUATION CRITERIA

Each of the criteria below shall be evaluated in accordance with the solicitation documents:

- a) Vendor's proposed plan to meet the Scope of Work (45 points) Section 5.0
- b) Proposed Staff Qualifications and Experience (35 points) Section 4.6
- c) Cost (20 points)

The State will determine low cost by normalizing the scores as follows:

The proposal with the lowest cost will receive a score of 20. All other competing proposals will be assigned a portion of the maximum score using the formula:

$$20 \quad \times \quad \frac{\text{the cost of the lowest cost proposal}}{\text{the cost of the cost proposal being evaluated}}$$

3.5 PERFORMANCE OUTSIDE THE UNITED STATES

Vendor shall 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 Request for Proposal serves two functions: (1) to advise potential Vendors of the parameters of the solution being sought by the Department; and (2) to provide (together with other specified documents) the terms of the Contract resulting from this procurement. As such, all terms in the Request for Proposal shall be enforceable as contract terms in accordance with the General Contract Terms and Conditions. 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 Department will take into consideration the degree to which Vendors have proposed or failed to propose solutions that will satisfy the Department's needs as described in the Request for Proposal. Except as specifically stated in the Request for Proposal, no one requirement shall automatically disqualify a Vendor from consideration. However, failure to comply with any single requirement may result in the Department 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 and cautioned to submit these items in the form of a question during the question and answer period in accordance with Section 2.5.

4.1 CONTRACT TERM

The Contract shall have an initial term of twelve (12) month beginning on the date of award (Effective Date). The Vendor shall begin work immediately after the Effective Date.

At the end of the Contract's current term, the State shall have the option, at its sole discretion, to renew to Contract under the same terms and condition for up to a total of two additional six month periods. The total potential term of this contract would be two (2) years from date of award.

4.2 PRICING

Proposal price shall constitute the total cost to NCORR for complete performance in accordance with the requirements and specifications herein, including all applicable charges handling, administrative and other similar fees. Vendor shall not invoice for any amounts not specifically allowed for in this RFP. Vendor shall complete ATTACHMENT A: PRICING and include in Proposal.

4.3 ANTICIPATED PAYMENT STRUCTURE

It is anticipated that the payment structure of the contract awarded from this RFP will be based on a time and material basis with hourly job titles/rates with an estimated maximum number of hours per title. The anticipated maximum number of hours for each position is an estimate only, and these quantities are not guaranteed. Actual hours will be determined at the discretion of NCORR. The final contract will contain an overall Not-To-Exceed amount.

4.4 INVOICES

- a) The Vendor must submit one monthly invoice within fifteen (15) calendar days following the end of each month in which work was performed.
- b) Invoices must be submitted to the Contract Lead in hard copy on the Contractor's official letterhead stationery and must be identified by a unique invoice number. All invoice backup reports and spreadsheets must be provided in electronic format.
- c) Invoices must bear the correct contract number and purchase order number to ensure prompt payment. The 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, the invoice date, the period of time covered, the amount of fees due to the Vendor and the original signature of the Vendor's project manager. See Sample Effort Report Attachment H.

4.5 FINANCIAL STABILITY

Each Vendor shall certify it is financially stable by completing the ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION. The State is requiring this certification to minimize potential issues from Contracting with a Vendor that is financially unstable. From the date of the Certification to the expiration of the Contract, the Vendor shall notify the State within thirty (30) days of any occurrence or condition that materially alters the truth of any statement made in this Certification.

4.6 VENDOR EXPERIENCE

In its Proposal, Vendor shall demonstrate experience with at least three public and/or private sector clients (one of which must be a governmental organization) with similar or greater size and complexity to the State of North Carolina. In addition, Vendor shall provide the name and contact information for each listed client, which the State may contact to determine if services provided were substantially similar to those proposed herein.

Vendor must identify the personnel to be assigned to the project, including the organizational structure, and each person's area of responsibility. Resumes for each professional assigned to this project are also required. Vendors must

have sufficient and qualified staff immediately available to enter into a contract under this RFP and to manage any work called for in the RFP.

By executing this RFP the Vendor acknowledges that it agrees with the following statement: "The personnel included in this bid are not subject to any non-competition agreement that would prevent them from accepting any offer of employment from the State of North Carolina outside of the first term (the first 12 months)."

4.7 BACKGROUND CHECKS

Any personnel or agent of the 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.

4.8 PERSONNEL

Vendor shall not substitute key personnel assigned to the performance of this Contract without prior written approval by the Contract Lead. Vendor shall 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. Upon such termination, the State may request acceptable substitute personnel or terminate the contract services provided by such personnel.

4.9 VENDOR'S REPRESENTATIONS

- a) 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 agrees that it will not enter any agreement with a third party that may abridge any rights of the State under this Contract. 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).
- b) If any Services, deliverables, functions, or responsibilities not specifically described in this Contract are required for Vendor's proper performance, provision and delivery of the service and deliverables under this Contract, 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 to the same extent and in the same manner as if specifically described in the contract. Unless otherwise expressly provided herein, Vendor will furnish all of its own necessary management, supervision, and labor necessary for the Vendor to provide and deliver the Services and Deliverables.
- c) Vendor warrants that it has the financial capacity to perform and to continue to perform its obligations under the contract; that Vendor has no constructive or actual knowledge of an actual or potential legal proceeding being brought against Vendor that could materially adversely affect performance of this Contract; and that entering into this Contract is not prohibited by any contract, or order by any court of competent jurisdiction.
- e) Compliance with the Copeland "Anti-Kickback" Act
 - i. Vendor shall comply with 18 U.S.C § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
 - ii. Subcontracts. The Vendor or subcontractor shall insert in any subcontracts the clause above and such other clauses as HUD may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

- iii. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for a debarment as a Vendor and subcontractor as provided in 29 C.F.R. § 5.12.
- f) Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387), and will report violations to the Regional Office of the Environmental Protection Agency (EPA).
- g) Vendor warrants, pursuant to 40 U.S.C. 3702 of the Contract Work Hours and Safety Standards Act, when the contract exceeds \$100,000 and involves the employment of mechanics or laborers, it is in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). The vendor warrants it computes the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation.

5.0 SCOPE OF WORK

5.1 GENERAL

NCORR requests proposals from qualified Vendors to provide the following services to the existing State staff with at least the levels of experience, abilities, and expertise identified below. Vendor and its employees, officers and executives, and subcontractors, if any, shall be independent Vendors and not employees or agents of the State. The Agreement shall not operate as a joint venture, partnership, trust, agency or any other similar business relationship.

Vendor personnel provided under this RFP will report on-site between the hours of 8-5 to the NCORR location. Office space will be provided by NCORR for the awarded Vendor. NCORR will provide IT support including computer workstations, e-mail accounts, and data storage and cellular telephones as necessary. The need for full-time Vendor assistance listed under each task below are estimates based on anticipated current needs. NCORR reserves the right to request a level of effort that is greater or lesser than these estimates, including the possibility of requiring additional categories. Upon award, NCORR and the awarded Vendor shall finalize a project work plan.

NCORR will be using Salesforce as the System of Record (SOR) for case management of all projects in the State to be funded through CDBG-DR funds. NCORR will be providing the management of this system, but the awarded Vendor shall use the State's SOR. NCORR will be establishing additional systems for financial management and reporting. The awarded Vendor will not be expected to bring these systems with them, but will be expected to become proficient in using them and may be asked to help in setting up new systems, separate from the SOR, for financial management and reporting.

Vendor's proposal response for this project must contain evidence of Vendor's experience and abilities in the specified area and other disciplines directly related to the proposed service. The State anticipates awarding contracts to one qualified Vendor through this RFP.

Additional information on the projects that are currently planned can be found on NCORR's website in NCORR's Initial CDBG-DR Action plans. This can be found at: <https://rebuild.nc.gov>.

5.2 TASKS / DELIVERABLES

For this RFP, NCORR requires the Vendor to provide the following associated expertise and work requirements. Vendor shall demonstrate in its proposal response how it meets the following requirements and how it will measure success:

Task 1

Two (2) Disaster Recovery Grant Reporting System (DRGR) Support Staff— at a minimum, Staff shall be responsible for the following:

- a. Assisting in developing, maintaining, and managing the State's DRGR system for NCORR in accordance with the State's Action Plan.
 - i. The Support Staff must have knowledge and understanding of the DRGR system with the ability to revise the existing North Carolina DRGR Action Plan and budget. The Staff member shall generate and submit quarterly performance reports for review.
- b. Assisting in the distribution of DRGR access across NCORR staff as requested.
- c. Developing best practices and process flow charts for reimbursement packet review, draw request review, and check processing and disbursement that ensure proper quality control, meet HUD's requirements for documentation, and meet NCORR-directed ongoing timelines for draw request review and payment.
- d. Developing Quarterly Progress Reports (QPR's) for State staff review.
- e. Providing in-depth ongoing training to State staff on 2 CFR Part 200 and all HUD and federal cross-cutting regulations required for establishing systems and process flow charts that will meet HUD compliance.
- f. Providing guidance on NC's policies and procedures for reimbursement request review regarding HUD guidelines, and help in the revision of existing draw procedures.
- g. Producing draw-down requests for review and approval in DRGR.
- h. Providing technical assistance and training to NCORR on the requirements for use of DRGR.
- i. Providing NCORR, or the Department of Public Safety (DPS), with financial procedural support related to processing, reviewing, and drawing reimbursement requests through DRGR.
- j. Providing training to state, contract, or local staff.
- k. Assisting with other program needs, if requested.

The Support Staff should have a minimum of three years direct experience in DRGR management and/or CDBG-DR financial management, demonstrated expertise in DRGR Action Plan development, experience in producing Quarterly Performance Reports, or a combination of skills and experience to provide Subject Matter Expertise for the scope of work identified in Task 1 (a.-k.).

Support Staff shall become proficient in current financial policies and procedures and support processing of a revised or new draw through DRGR within one month of the contract start date. The awarded Vendor shall have completed NCORR staff training within two months.

Task 2

One (1) Relocation Specialist— At a minimum, Relocation Specialist shall be responsible for supporting NCORR in the design and implementation of relocation programs, including the Temporary Relocation Assistance (TRA) program and all required Uniform Relocation Act (URA) procedures. This may include:

- a. Drafting and revising TRA/URA Standard Operating Procedures and workflow diagrams.
- b. Providing expertise to inform NCORR and NCORR's SOR developers with building or modifying workflow modules in the SOR. Skills sought include policy and programmatic expertise to inform NCORR and NCORR's developers of best practices and do not include SOR development skills.
- c. Assisting with the execution of the TRA program in accordance with the SOP.
- d. Conducting reviews of TRA applications for financial, programmatic, and data integrity.
- e. Coordinating with vendors to troubleshoot eligibility and benefit issues.
- f. Overseeing the mailing and tracking of required notices.
- g. Monitoring URA compliance.
- h. Providing training to state, contract, or local staff.
- i. Assisting with other program needs, if requested.

The *Relocation Specialist* should have a minimum of three years direct experience in HUD program and/or CDBG-DR URA processes for a State grantee or sub-recipient with similar scope of service needs to North Carolina. The *Relocation Specialist* shall already have expertise in CDBG-DR regulations and URA regulations.

The *Relocation Specialist* will be expected to have completed training for NCORR staff within one month of the contract start date and to have provided finalized URA and/or TRA Standard Operating Procedures and Policies within two months of Contract Award.

Task 3

One (1) Buyout and Acquisition Specialist—The Buyout and Acquisition Specialist shall provide Subject Matter Expertise in the implementation of a CDBG-DR buyout/acquisition program. This may include:

- a. Assisting in the development of Disaster Risk Reduction Areas (DRRA's) in coordination with State staff.
- b. Providing expertise to inform NCORR and NCORR's SOR developers with building or modifying workflow modules in the SOR. Skills sought include policy and programmatic expertise to inform NCORR and NCORR's developers of best practices and do not include SOR development skills.
- c. Helping launch application intake and communication strategy with applicants within DRRA's.
- d. Assisting in the development of NCORR's Buyout and Acquisition manuals, procedures, and policies. Provide Subject Matter Expertise to NCORR staff regarding program improvements and Action Plan revisions.
- e. Ensuring all buyout and acquisition activities are in compliance with NCORR policies and procedures, manuals, HUD and cross-cutting Federal regulations, and State law.
- f. Assisting in the implementation in all aspects of the Buyout and Acquisition program from applicant intake to closeout.
- g. Providing training to state, contract, or local staff.
- h. Assisting with other program needs, if requested.

The *Buyout and Acquisition Specialist* should have a minimum of three years' experience in a buyout and acquisition program for a CDBG-DR grantee or sub-recipient of equivalent size to North Carolina.

Buyout and Acquisition Specialist shall have assisted in finalizing NCORR's Buyouts and Acquisition manual and associated Standard Operating Procedures within two months of Contract start date.

Task 4

Four (4) Quality Assurance/Quality Control Specialists— The Quality Assurance/Quality Control Specialists shall provide internal quality assurance and quality control functions and provide training to existing and new NCORR staff. This may include:

- a. Providing expertise to inform NCORR and NCORR's SOR developers with building or modifying workflow modules in the SOR. Skills sought include policy and programmatic expertise to inform NCORR and NCORR's developers of best practices and do not include SOR development skills.
- b. One (1) *Quality Assurance/Quality Control Specialist* shall review the Duplication of Benefits (DOB) and Verification of Benefits (VOB) determinations for applicants completed by NCORR's contractors according to NCORR's established policies, HUD and cross-cutting Federal regulations, and State law.
- c. Three (3) *Quality Assurance/Quality Control Specialists* at a minimum shall be responsible for the following:
 - i. Developing a monitoring plan.
 - ii. Monitoring NCORR's programs and subrecipients for compliance according to NCORR's policies and procedures, NC state law, and HUD and cross-cutting Federal regulations.
 - iii. Conducting on-site monitoring visits with the State's subrecipients for all procurement, financial, construction and other activity.
 - iv. Checking for quality and compliance all the products completed by the State's prime contracting firms, the Construction Management firm, or the firms procured by subrecipients, including awards, environmental reviews, damage inspections, and all other outputs as requested.

- v. Monitoring and tracking all changes to NCORR's policies and procedures, Action Plans, manuals and checking all policy changes for State and Federal regulations compliance.
- vi. Interfacing with NCORR's internal training team to describe all changes made to policies and procedures.
- vii. Providing training to state, contract, or local staff.
- viii. Assisting with other program needs, if requested.

One (1) *Quality Assurance/Quality Control Specialists* should have demonstrated expertise in single-family recovery programs including rehabilitation, reconstruction, elevation, and construction management for single-family programs. One (1) *Quality Assurance/Quality Control Specialists* should have demonstrated expertise in other housing programs as defined by NCORR's Housing Manual, available at rebuild.nc.gov, including but not limited to buyout/acquisition, small rental repair, and multifamily new construction. One (1) *Quality Assurance/Quality Control Specialists* should have demonstrated expertise in other programs as defined by the State's Action Plan, and in programs that support the eligibility determination of housing programs, including but not limited to infrastructure, economic development, environmental review, damage assessments and site-specific environmental reviews. The *Quality Assurance/Quality Control Specialists* should have a minimum of three years' experience in compliance or equivalent work for a CDBG-DR grantee or subrecipient of approximate size and/or scope to North Carolina.

The *Quality Assurance/Quality Control Specialists* shall be proficient in all policies and procedures including HUD, State and Federal regulations; shall develop a comprehensive quality control/quality assurance and monitoring plan; and start enacting the plan within one month of the contract start date.

Task 5

Three (3) CDBG-DR Planning and Program Support Subject Matter Experts— Services provided by the CDBG-DR SMEs will include drafting program policies, guidebooks, forms, field memoranda and guidance documentation for NCORR review. The SMEs will work with NCORR staff to recommend refinements to operation, documents, and policy to support the consistent and efficient implementation of federal requirements, and to assist with HUD reporting requirements. The SME will support NCORR staff during HUD monitoring visits. The SMEs will provide a number of services including reviewing requests for information from field staff which require interpretations of program policy based upon case specific facts; providing training to NCORR staff and NCORR vendor personnel; conducting analyses on current processes and working with NCORR team leads to identify, document and prioritize process improvements; monitoring construction and application processing to identify the root causes of production bottlenecks and providing technical assistance to NCORR staff to increase production levels; developing and issuing Process Improvement Implementation Plans; and assisting NCORR staff with ongoing planning related to future disaster response. The SMEs shall provide subject matter expertise for CDBG-DR program planning and Action Plan development. The SMEs shall at a minimum be responsible for:

- a. Drafting original CDBG-DR Action Plan content for NCORR staff review and approval.
- b. Analyzing FEMA and other data to inform the State's Unmet Need Analysis for a new Action Plan; compiling, editing, analyzing data with expert understanding of CDBG-DR best practices to provide recommendations to NCORR staff.
- c. Interfacing with NCORR senior leadership to provide recommendations for Action Plan design.
- d. Analyzing data to develop Unmet Needs and associated recommendations for the best use of available funding. Writing programs in Action Plans to address Unmet Needs and make best use of available funding.
- e. Providing subject matter expertise on housing programs, mitigation activities, buyout and acquisition programs, infrastructure programs, and all other CDBG-DR funded recovery activities as needed.
- f. Drafting and revising NCORR Policies and Procedures including but not limited to the NCORR Housing Manual in accordance with the State Action Plan, State and Federal Laws, as needed.
- g. Providing subject matter expertise in CDBG-DR application intake and process.
- h. Providing expertise to inform NCORR and NCORR's SOR developers with building or modifying workflow modules in the SOR. Skills sought include policy and programmatic expertise to inform NCORR and NCORR's developers of best practices and do not include SOR development skills.

- i. Providing training to state, contract, or local staff.
- j. Assisting with other programs, if needed.

One (1) *SME* should have a minimum of five years direct experience in CDBG-DR program policy and/or implementation for a grantee or sub-recipient of equivalent or greater scope of service and size to North Carolina, direct experience authoring original Action Plan content for a grantee or sub-recipient of greater or equivalent size to North Carolina, considerable expertise in Action Plan development, considerable knowledge of CDBG-DR best practices and HUD regulations, and demonstrated ability to provide expert recommendations to senior leadership. Consultant should have subject matter expertise in at least the following areas: CDBG-DR housing programs including buyout and acquisition, single family homeowner programs, infrastructure, application intake and process flow, Section 3, Davis Bacon, and URA requirements, and all other CDBG-DR program activities as needed, considerable expertise in Action Plan Development and data analysis, demonstrated strong writing, analytical, leadership and communications skills.

Two (2) *SMEs* should have a minimum of three years direct experience in CDBG-DR program policy and/or implementation for a grantee or sub-recipient of equivalent or greater scope of service and size to North Carolina. Consultants should have demonstrated expertise in data analysis, Action Plan development, HUD-compliant policy generation, previous experience generating policies and procedures for a CDBG-DR grantee or sub-recipient of equivalent or greater scope of service or size to North Carolina, demonstrated expertise in policy generation or implementation of CDBG-DR single-family housing programs, infrastructure programs, buyout/acquisition programs, or a combination of skills and experience in CDBG-DR policy generation or implementation.

CDBG-DR Planning and Program Support Subject Matter Experts shall immediately begin data analysis of FEMA and other data to author an original Unmet Needs Analysis within one month of Contract Award, and shall provide NCORR with finalized original Action Plans for review and approval within the allowed times, as defined by the expected Federal Register Notice, of expected awards to North Carolina.

Task 6

One (1) CDBG-DR Environmental Review Specialist— Services provided by the CDBG-DR Environmental Review Specialist may include but are not limited to:

- a. Documenting program compliance with federal environmental regulations including NEPA.
- b. Providing expertise to inform NCORR and NCORR's SOR developers with building or modifying workflow modules in the SOR. Skills sought include policy and programmatic expertise to inform NCORR and NCORR's developers of best practices and do not include SOR development skills.
- c. Reviewing area-wide (Tier 1) environmental review records prepared by NCORR's contractors for compliance and accuracy.
- d. Reviewing site-specific environmental reviews prepared by NCORR's contractors for compliance and accuracy.
- e. Providing environmental Subject Matter Expertise in all of North Carolina's Action Plan-defined programs including but not limited to housing programs, buyouts and acquisitions, and infrastructure repair.
- f. Providing training to state, contract, or local staff.

The *Environmental Review Specialist* should have a minimum of three years direct experience in providing environmental review Subject Matter Expertise for a grantee or subrecipient of equivalent or greater scope of service and size to North Carolina. Consultant should have prior experience authoring or reviewing area-wide (Tier 1) environmental review records and authoring or reviewing site-specific (Tier 2) environmental reviews.

The *Environmental Review Specialist* shall be expected to have reviewed and provided recommendations for NCORR's environmental review process within one month of Contract Award and to have improved the speed of Tier 2 environmental review approvals, defined by achieving a review and approval pace that is quicker than the average of the last three months' pace prior to Contract Award, within two months of Contract Award.

Task 7

One (1) CDBG-DR Infrastructure Specialist— Services provided by the CDBG-DR Infrastructure Specialist shall include but are not limited to:

- a. Providing expertise to inform NCORR and NCORR's SOR developers with building or modifying workflow modules in the SOR. Skills sought include policy and programmatic expertise to inform NCORR and NCORR's developers of best practices and do not include SOR development skills.
- b. Preparing, updating, and maintaining Infrastructure policy manuals, operational procedures, and workflow diagrams.
- c. Providing training to state, contract, or local staff to ensure program compliance.
- d. Providing Infrastructure Subject Matter Expertise in all of North Carolina's Action Plan-defined programs including but not limited to housing programs, buyouts, and acquisitions.
- e. Assisting with other programs, if needed.

The *Infrastructure Specialist* should have a minimum of three years direct experience in providing infrastructure Subject Matter Expertise for a grantee or subrecipient of equivalent or greater scope of service and size to North Carolina. Infrastructure Specialist should have prior experience authoring CDBG-DR infrastructure policies and/or implementing CDBG-DR infrastructure programs.

The *Infrastructure Specialist* shall review and provide recommendations on the improvement of NCORR's infrastructure programs and policies within one month of Contract Award, and shall be expected to assist in the generation of program policies and recommendations for new Action Plans within the allowed time of expected CDBG-DR awards to North Carolina, as defined by the expected Federal Register Notice.,

Task 8

As-Needed Project Managers —The Project Manager(s) may be responsible for assisting NCORR staff with project management to support the development, coordination, and operation of NCORR's programs. The Project Manager(s) will be used to provide staff augmentation in areas where internal resources are limited, on an as-needed basis.

The Project Manager(s) should have a minimum of three years of project management experience or equivalent. Prior experience in CDBG-DR housing programs is preferred.

5.3 ACCEPTANCE OF WORK

In the event acceptance criteria for any work or deliverables is not described in contract documents or work orders hereunder, the State shall have the obligation to notify Vendor, in writing ten (10) calendar days following completion of such work or deliverable described in the Contract that it is not acceptable. The notice shall specify in reasonable detail the reason(s) it is unacceptable. Acceptance by the State shall not be unreasonably withheld; but may be conditioned or delayed as required for reasonable review, evaluation, installation or testing, as applicable of the work or deliverable. Final acceptance is expressly conditioned upon completion of all applicable assessment procedures. Should the work or deliverables fail to meet any requirements, acceptance criteria or otherwise fail to conform to the contract, the State may exercise any and all rights hereunder, including, for deliverables, such rights provided by the Uniform Commercial Code as adopted in North Carolina.

5.4 TRANSITION ASSISTANCE

If this Contract is not renewed at the end of this term, or is canceled prior to its expiration, for any reason, Vendor shall provide, at the option of the State, up to two (2) months after such end date all such reasonable transition assistance requested by the State, to allow for the expired or canceled portion of the Services to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Services to the State or its designees. If the State exercises

this option, the Parties agree that such transition assistance shall be deemed to be governed by the terms and conditions of this Contract (notwithstanding this expiration or cancellation), except for those Contract terms or conditions that do not reasonably apply to such transition assistance. The State shall pay Vendor for any resources utilized in performing such transition assistance at the most current rates provided by the Contract for performance of the Services or other resources utilized.

6.0 CONTRACT ADMINISTRATION

6.1 PROJECT MANAGER AND CUSTOMER SERVICE

The Vendor shall designate and make available to the State a project manager. The project manager shall be the State's point of contact for contract related issues and issues concerning performance, progress review, scheduling and service.

6.2 POST AWARD MANAGEMENT REVIEW MEETINGS

The Vendor, at the request of the State, shall meet periodically with the State for Project Review meetings on a schedule determined by NCORR upon award. The purpose of these meetings will be to review project progress reports, discuss Vendor and State performance, address outstanding issues, review problem resolution, provide direction, evaluate continuous improvement and cost saving ideas, and discuss any other pertinent topics.

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

6.4 CONTRACT CHANGES

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

ATTACHMENT A: PRICING**COST OF VENDOR'S OFFER**

The Price Proposal should consist of hourly contract rates fully inclusive of salary, overhead, travel outside of the home office and expenses. No additional costs will be paid.

The Price Proposal must be submitted in the following form. The estimated maximum hours below are to be used only for the purposes of evaluation. The State does not guarantee minimum or maximum number of hours. Please note: no billing rate ranges will be accepted.

COST COMPONENTS OF INITIAL TERM- YEAR ONE

| Task/Title | Hourly Billing Rate | Estimated Maximum Hours | Subtotal | Task Total | |
|--|---------------------|-------------------------|----------|------------|-------------------------|
| Task 1 | | | | | |
| DRGR Support Staff (1) | \$ | 2000 | \$ | \$ | |
| DRGR Support Staff (2) | \$ | 2000 | \$ | \$ | Task 1 Total |
| Task 2 | | | | | |
| Relocation Specialist (1) | \$ | 2000 | \$ | \$ | Task 2 Total |
| Task 3 | | | | | |
| Buyouts and Acquisitions Specialist (1) | \$ | 2000 | \$ | \$ | Task 3 Total |
| Task 4 | | | | | |
| Quality Assurance/Quality Control Specialist (1) | \$ | 2000 | \$ | | |
| Quality Assurance/Quality Control Specialist (2) | \$ | 2000 | \$ | | |
| Quality Assurance/Quality Control Specialist (3) | \$ | 2000 | \$ | | |
| Quality Assurance/Quality Control Specialist (4) | \$ | 2000 | \$ | \$ | Task 4 Total |
| Task 5 | | | | | |
| CDBG-DR Planning and Policy Support (1) | \$ | 2000 | \$ | | |
| CDBG-DR Planning and Policy Support (2) | \$ | 2000 | \$ | | |
| CDBG-DR Planning and Policy Support (3) | \$ | 2000 | \$ | \$ | Task 5 Total |
| Task 6 | | | | | |
| CDBG-DR Environmental Review Specialist (1) | \$ | 2000 | \$ | \$ | Task 6 Total |
| Task 7 | | | | | |
| CDBG-DR Infrastructure Specialist (1) | \$ | 2000 | \$ | \$ | Task 7 Total |
| Task 8 | | | | | |
| As-Needed Project Managers | \$ | --- | | | |
| | | | | \$ | Initial Term NTE |

COST COMPONENTS OF OPTIONAL SECOND TERM- 6 MONTHS

| Task/Title | Hourly Billing Rate | Estimated Maximum Hours | Subtotal | Task Total | |
|--|---------------------|-------------------------|----------|------------|------------------------|
| Task 1 | | | | | |
| DRGR Support Staff (1) | \$ | 1000 | \$ | \$ | |
| DRGR Support Staff (2) | \$ | 1000 | \$ | \$ | Task 1 Total |
| Task 2 | | | | | |
| Relocation Specialist (1) | \$ | 1000 | \$ | \$ | Task 2 Total |
| Task 3 | | | | | |
| Buyouts and Acquisitions Specialist (1) | \$ | 1000 | \$ | \$ | Task 3 Total |
| Task 4 | | | | | |
| Quality Assurance/Quality Control Specialist (1) | \$ | 1000 | \$ | | |
| Quality Assurance/Quality Control Specialist (2) | \$ | 1000 | \$ | | |
| Quality Assurance/Quality Control Specialist (3) | \$ | 1000 | \$ | | |
| Quality Assurance/Quality Control Specialist (4) | \$ | 1000 | \$ | \$ | Task 4 Total |
| Task 5 | | | | | |
| CDBG-DR Planning and Policy Support (1) | \$ | 1000 | \$ | | |
| CDBG-DR Planning and Policy Support (2) | \$ | 1000 | \$ | | |
| CDBG-DR Planning and Policy Support (3) | \$ | 1000 | \$ | \$ | Task 5 Total |
| Task 6 | | | | | |
| CDBG-DR Environmental Review Specialist (1) | \$ | 1000 | \$ | \$ | Task 6 Total |
| Task 7 | | | | | |
| CDBG-DR Infrastructure Specialist (1) | \$ | 1000 | \$ | \$ | Task 7 Total |
| Task 8 | | | | | |
| As-Needed Project Managers | \$ | --- | | | |
| | | | | \$ | Second Term NTE |

COST COMPONENTS OF OPTIONAL THIRD TERM- 6 MONTHS

| Task/Title | Hourly Billing Rate | Estimated Maximum Hours | Subtotal | Task Total | |
|------------------------|---------------------|-------------------------|----------|------------|---------------------|
| Task 1 | | | | | |
| DRGR Support Staff (1) | \$ | 1000 | \$ | \$ | |
| DRGR Support Staff (2) | \$ | 1000 | \$ | \$ | Task 1 Total |
| Task 2 | | | | | |

| | | | | | |
|--|----|------|----|----|-----------------------|
| Relocation Specialist (1) | \$ | 1000 | \$ | \$ | Task 2 Total |
| Task 3 | | | | | |
| Buyouts and Acquisitions Specialist (1) | \$ | 1000 | \$ | \$ | Task 3 Total |
| Task 4 | | | | | |
| Quality Assurance/Quality Control Specialist (1) | \$ | 1000 | \$ | | |
| Quality Assurance/Quality Control Specialist (2) | \$ | 1000 | \$ | | |
| Quality Assurance/Quality Control Specialist (3) | \$ | 1000 | \$ | | |
| Quality Assurance/Quality Control Specialist (4) | \$ | 1000 | \$ | \$ | Task 4 Total |
| Task 5 | | | | | |
| CDBG-DR Planning and Policy Support (1) | \$ | 1000 | \$ | | |
| CDBG-DR Planning and Policy Support (2) | \$ | 1000 | \$ | | |
| CDBG-DR Planning and Policy Support (3) | \$ | 1000 | \$ | \$ | Task 5 Total |
| Task 6 | | | | | |
| CDBG-DR Environmental Review Specialist (1) | \$ | 1000 | \$ | \$ | Task 6 Total |
| Task 7 | | | | | |
| CDBG-DR Infrastructure Specialist (1) | \$ | 1000 | \$ | \$ | Task 7 Total |
| Task 8 | | | | | |
| As-Needed Project Managers | \$ | --- | | | |
| | | | | \$ | Third Term NTE |

| | Total Estimated Maximum # of Hours of Effort for all three potential Contract Terms | Total not-to-exceed price for all three potential Contract Terms |
|--|--|---|
| Summation of Cost Components for all Three Potential Contract Terms | | \$ |

ATTACHMENT B: INSTRUCTIONS TO VENDORS

1. **READ, REVIEW AND COMPLY:** It shall be the Vendor's responsibility to read this entire document, review all enclosures and attachments, and any addenda thereto, and comply with all requirements specified herein, regardless of whether appearing in these Instructions to Vendors or elsewhere in this RFP document.
2. **LATE PROPOSALS:** Late proposals, 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 the timely submission of proposals.
3. **ACCEPTANCE AND REJECTION:** The State reserves the right to reject any and all proposals, to waive any informality in proposals and, unless otherwise specified by the Vendor, to accept any item in the proposal.
4. **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.
5. **EXECUTION:** Failure to execute page 1 of the RFP (Execution Page) in the designated space shall render the proposal non-responsive, and it will be rejected.
6. **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 RFP, including any negotiated terms; (2) requirements and specifications and administration provisions in Sections 4, 5 and 6 of this RFP; (3) North Carolina General Contract Terms and Conditions in ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS; (4) Instructions in ATTACHMENT B: INSTRUCTIONS TO VENDORS; (5) ATTACHMENT A: PRICING, and (6) Vendor's proposal.
7. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested in the spaces provided in this document. Further, if required elsewhere in this proposal, each Vendor shall submit with its proposal any sketches, descriptive literature and/or complete specifications covering the products and Services offered. Reference to literature submitted with a previous proposal or available elsewhere will not satisfy this provision. Failure to comply with these requirements shall constitute sufficient cause to reject a proposal without further consideration.
8. **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 Vendor remains responsible for providing packaging that will adequately protect the commodity and contain it for its intended use. Vendors are strongly urged to bring to the attention of purchasers those products or packaging they offer which have recycled content and that are recyclable. As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)) the Vendor certifies, by signing this offer that the percentage of recovered materials content for EPA-designated items to be delivered or used in the performance of the contract will be at least the amount required by the applicable contract specifications or other contractual requirements.
9. **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 as transacting business in North Carolina and shall not require a Certificate of Authority to Transact Business.
10. **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 print responses submitted meet the following:

- All copies of the proposal are printed double sided.
- All submittals and copies are printed on recycled paper with a minimum post-consumer content of 30%.
- Unless absolutely necessary, all proposals 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.
- 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.

11. **HISTORICALLY UNDERUTILIZED BUSINESSES:** 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.
12. **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 proposal from a North Carolina resident Vendor. To the extent another state does so, North Carolina applies the same percentage increase to the proposal 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.
13. **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*.
14. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the State will maintain as confidential trade secrets in its proposal 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 as 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 and cautioned 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 as confidential, the State will notify Vendor of such action and allow Vendor to defend the confidential status of its information.
15. **PROTEST PROCEDURES:** When a Vendor wishes to protest the award of The Contract awarded by the Division of Purchase and Contract, or awarded by an agency in an awarded amount of at least \$25,000, 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. A protest request related to an award amount of less than \$25,000 shall be sent 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. Proposal status and Award notices are posted on the Internet at <https://www.ips.state.nc.us/ips/>. All protests will be handled pursuant to the North Carolina Administrative Code, 01 NCAC 05B .1519.
16. **MISCELLANEOUS:** 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.
17. **COMMUNICATIONS BY VENDORS:** In submitting its proposal, the Vendor agrees not to discuss or otherwise reveal the contents of its proposal to any source, government or private, outside of the using or issuing agency until after the award of the Contract or cancellation of this RFP. 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

proposals (i.e., after the public opening of the proposals 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 proposal 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 RFP. 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 RFP are permitted.

18. **TABULATIONS:** Bid tabulations can be electronically retrieved at the Interactive Purchasing System (IPS), <https://www.ips.state.nc.us/ips/BidNumberSearch.aspx>. Click on the IPS BIDS icon, click on Search for Bid, enter the bid number, and then search. Tabulations will normally be available at this web site not later than one working day after the bid opening. Lengthy or complex tabulations may be summarized, with other details not made available on IPS, and requests for additional details or information concerning such tabulations cannot be honored.
19. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** The North Carolina electronic Vendor Portal (eVP) allows Vendors to electronically register for free with the State to receive electronic notification of current procurement opportunities for goods and Services of potential interests to them available on the Interactive Purchasing System, as well as notifications of status changes to those solicitations. Online registration and other purchasing information is available at the following website: <http://ncadmin.nc.gov/about-doa/divisions/purchase-contract>.
20. **WITHDRAWAL OF PROPOSAL:** 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 RFP prior to the time for opening proposals identified on the cover page of this RFP (or such later date included in an Addendum to the RFP). 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 the opening of proposals shall be allowed only for good cause shown and in the sole discretion of the Division of Purchase and Contract.
21. **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 RFP and in formal Addenda issued through IPS.
22. **COST FOR PROPOSAL PREPARATION:** Any costs incurred by Vendor in preparing or submitting offers are the Vendor's sole responsibility; the State of North Carolina will not reimburse any Vendor for any costs incurred or associated with the preparation of proposals.
23. **VENDOR'S REPRESENTATIVE:** Each Vendor shall submit with its proposal the name, address, and telephone number of the person(s) with authority to bind the firm and answer questions or provide clarification concerning the firm's proposal.
24. **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.

ATTACHMENT C: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS

1. PERFORMANCE AND DEFAULT:

- a) It is anticipated that the tasks and duties undertaken by the Vendor shall include services or the manufacturing, furnishing, or development of goods and other tangible features or components as deliverables that are directly correlated and/or ancillary to the services performed. Except as provided immediately below, and unless otherwise mutually agreed in writing prior to award, any service deliverables or ancillary services provided by Vendor in performance of the contract shall remain property of the State. During performance, Vendor may provide proprietary components as part of the service deliverables that are identified in the solicitation response. Vendor grants the State a personal, permanent, non-transferable license to use such proprietary components of the service deliverables and other functionalities, as provided under this Agreement. Any technical and business information owned by Vendor or its suppliers or licensors made accessible or furnished to the State shall be and remain the property of the Vendor or such other party, respectively. Vendor agrees to perform its services under the contract in the same or similar manner provided to comparable users. The State shall notify the Vendor of any defects or deficiencies in performance of its services or failure of service deliverables to conform to the standards and specifications provided in this solicitation. Vendor agrees to remedy defective performance or any nonconforming deliverables upon timely notice provided by the State.
- b) Vendor has a limited, non-exclusive license to access and use State Data provided to Vendor, but solely for performing its obligations under this Agreement and in confidence as may be further provided herein. Vendor or its suppliers shall at a minimum, and except as otherwise specified and agreed herein, provide assistance to the State related to all services performed or deliverables procured hereunder during the State's normal business hours. Vendor warrants that its support, customer service, and assistance will be performed in accordance with generally accepted and applicable industry standards.
- c) If, through any cause, Vendor shall fail to fulfill in a timely and proper manner the obligations under the Contract, the State shall have the right to terminate the Contract by giving written notice to the Vendor and specifying the effective date thereof. In that event, any or all finished or unfinished deliverables under the Contract prepared by the Vendor shall, at the option of the State, become its property, and the Vendor shall be entitled to receive just and equitable compensation for any acceptable work completed as to which the 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 may require at any time a performance bond or other acceptable alternative performance guarantees from a Vendor without expense to the State.
- d) In the event of default by the Vendor, the State may procure the goods and services necessary to complete performance hereunder from other sources and hold the Vendor responsible for any excess cost occasioned thereby. In addition, 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, immediately terminate the Contract for cause, and may take action to debar the Vendor from doing future business with the State.

2. 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 Contract Lead at once, in writing, indicating the specific regulation which required such alterations. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.

3. AVAILABILITY OF FUNDS: Any and all payments to the Vendor shall be dependent upon and subject to the availability of funds to the agency for the purpose set forth in the Contract.

4. 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.

5. SITUS AND GOVERNING LAWS: This Contract is made under and shall be governed and construed in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract or tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined.

6. 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 using 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 that card (Visa, MasterCard, etc.) from other customers, and it shall be accepted by the Vendor for payment under the same terms and conditions as any other method of payment accepted by the Vendor. If payment is made by procurement card, then payment may be processed immediately by the Vendor.

7. AFFIRMATIVE ACTION: The Vendor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities and concerning the treatment of all employees without regard to discrimination on the basis of any prohibited grounds as defined by Federal (including but not limited to 41 CFR § 60-1.4) and State law.

8. CONDITION AND PACKAGING: Unless otherwise provided by special terms and conditions or specifications, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.

9. 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 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 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 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, infringes on a patent, copyright, trademark or violates 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 if any claim by a third party against the State for infringement or misappropriation results from the State's material alteration of any Vendor-branded deliverables or services, or from the continued use of the deliverable(s) or Services after receiving notice of infringement on a trade secret of a third party.

10. TERMINATION FOR CONVENIENCE: If this Contract contemplates deliveries or performance over a period of time, the State may terminate this Contract at any time by providing 15 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. If the Contract is terminated by the State as provided in this section, the State shall pay for those items for which such option is exercised, less any payment or compensation previously made.

11. 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. A Vendor may inquire whether the State is willing to act as a reference by providing factual information directly to other prospective customers.

12. ACCESS TO PERSONS AND RECORDS: During and after the term hereof, the State Auditor and any using 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).

13. ASSIGNMENT: No assignment of the Vendor's obligations nor the Vendor's right to receive payment hereunder shall be permitted.

However, upon written request approved by the issuing purchasing authority and solely as a convenience to the Vendor, the State may:

- a. Forward the Vendor's payment check directly to any person or entity designated by the Vendor, and
- b. Include any person or entity designated by Vendor 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 and the Vendor shall remain responsible for fulfillment of all Contract obligations. Upon advance written request, the State may, in its unfettered discretion, approve an assignment to the surviving entity of a merger, acquisition or corporate reorganization, if made as part of the transfer of all or substantially all of the Vendor's assets. Any purported assignment made in violation of this provision shall be void and a material breach of the Contract.

14. INSURANCE:

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. As a minimum, the Vendor shall provide and maintain the following coverage and limits:

- a) **Worker's Compensation** - The Vendor shall provide and maintain Worker's Compensation Insurance, as required by the laws of North Carolina, as well as employer's liability coverage with minimum limits of \$500,000.00, 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 subcontractor to provide the same coverage for any of his employees engaged in any work under the Contract within the State.
- b) **Commercial General Liability** - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of \$1,000,000.00 Combined Single Limit. Defense cost shall be in excess of the limit of liability.
- c) **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

\$250,000.00 bodily injury and property damage; \$250,000.00 uninsured/under insured motorist; and \$2,500.00 medical payment.

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 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 under the Contract.

15. GENERAL INDEMNITY: The Vendor shall 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 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 and 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. 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. The representation and warranty in the preceding sentence shall survive the termination or expiration of the Contract.

16. 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

c) Reserved.

d) The Supplier Manager will capture the order from the State approved user, including the shipping and payment information, and submit the order in accordance with the E-Procurement Service. 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.

e) Vendor shall at all times maintain the confidentiality of its user name and password for the Statewide E-Procurement Services. If Vendor is a corporation, partnership or other legal entity, then the Vendor may authorize its employees to use its password. Vendor shall be responsible for all activity and all charges by such employees. Vendor agrees not to permit a third party to use the Statewide E-Procurement Services through its 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.

17. SUBCONTRACTING: Performance under the Contract by the Vendor shall not be subcontracted without prior written approval of the State's assigned Contract Lead. Unless otherwise agreed in writing, acceptance of a Vendor's proposal shall include approval to use the subcontractor(s) that have been specified therein.

18. CONFIDENTIALITY: Any State 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.

19. CARE OF STATE DATA AND PROPERTY: The Vendor agrees that it shall be responsible for the proper custody and care of any data owned and furnished to the Vendor by the State (State Data), or other State property in the hands of the Vendor, for use in connection with the performance of the Contract or purchased by or for the State for the Contract. Vendor will reimburse the State for loss or damage of such property while in Vendor's custody.

The State's Data in the hands of the Vendor shall be protected from unauthorized disclosure, loss, damage, destruction by a natural event or other eventuality. 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. See G.S. 75-60 *et seq.*

- 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, 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 agency responsible for the contract.

Vendor shall give notice to the using 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.

- 21. COMPLIANCE WITH LAWS:** 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.

- 22. ENTIRE AGREEMENT:** This RFP and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements. This RFP, any addenda hereto, and the Vendor's proposal are incorporated herein by reference as though set forth verbatim.

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.

- 23. ELECTRONIC RECORDS:** The State will digitize all Vendor responses to this 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 electronic copy, printout or other output readable by sight shown to reflect such record accurately shall constitute an "original."

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

- 25. NO WAIVER:** Notwithstanding any other language or provision in the Contract, 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.

- 26. 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, or other catastrophic natural event or act of God.

- 27. 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.

ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR

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

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

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

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

n/a

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

n/a

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

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

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

North Carolina

ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITIONName of Vendor: Hunt, Guillot & Associates, LLC (HGA)

The undersigned hereby certifies that: [check all applicable boxes]

- ☒ The Vendor is in sound financial condition and, if applicable, has received an unqualified audit opinion for the latest audit of its financial statements.

Date of latest audit: n/a

- ☒ The Vendor has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.

- ☒ The Vendor is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.


- ☒ The Vendor is not the subject of any current litigation or findings of noncompliance under federal or state law.

- ☒ The Vendor has not been the subject of any past or current litigation, findings in any past litigation, or findings of noncompliance under federal or state law that may impact in any way its ability to fulfill the requirements of this Contract.

- ☒ He or she is authorized to make the foregoing statements on behalf of the Vendor.

Note: This is a continuing certification and Vendor shall notify the Contract Lead within 15 days of any material change to any of the representations made herein.

If any one or more of the foregoing boxes is NOT checked, Vendor shall explain the reason in the space below:

Signature  Date 3/25/19

Jack Hunt, Vice President

Printed Name _____ Title _____

[This Certification must be signed by an individual authorized to speak for the Vendor]

ATTACHMENT F: HISTORICALLY UNDERUTILIZED BUSINESSES INFORMATION

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

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

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

a) Is Vendor a Historically Underutilized Business? ☐ Yes ☒ No

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

ATTACHMENT G: NCORR RULES AND REGULATIONS

The following are the requirements that Vendor must agree to in order to be awarded any contract under this RFP. If Vendor is unwilling to meet any of these requirements, Proposer should not submit a bid.

1. **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 (the first 12-month Contract Term). By executing this RFP the Vendor affirms this condition, as directed in the QUALIFICATIONS section of this RFP. This affirmation is a material condition for the State's award of any work under this RFP.
2. **Background Checks.** All proposed or replaced staff must have national criminal background checks available for review by NCORR. Upon selection, respondents will provide copies of current national criminal background checks on any proposed employees for NCORR review and approval.
3. **Availability of Personnel.** It is expected that the proposed personnel will remain committed, as long as those individuals continue to be available to the firm. Please be advised that the awarded Vendor may not change proposed project team members or their fulltime/part-time status during the term of the Contract without the prior written consent of NCORR.
4. **Monthly Reporting.** The awarded Vendor will be required to submit monthly reports to NCORR including performance metrics for the Vendor-provided staff. The awarded Vendor will be responsible for developing the template for these monthly reports subject to the approval of NCORR.
5. **Assignment.** Vendor shall not assign or transfer any interest in the contract without prior written approval of NCORR. Any claims for money due to Vendor from NCORR may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without prior written approval. Notice of any such assignment or transfer shall be furnished promptly to NCORR.
6. **Confidential Findings.** All of the reports, information, data etc., prepared or assembled by Vendor under this contract are confidential, and Vendor agrees they shall not be made available to any individual or organization without prior written approval of NCORR.
7. **Program Monitoring.** Vendor agrees to assist and cooperate with the Federal grantor agency and NCORR 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 NCORR such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.
8. **Termination for Cause.** If through any cause, Vendor shall fail to fulfill in a timely or proper manner any obligations under this Contract, or if Vendor shall violate any of the covenants, agreements, or stipulations of the Contract, NCORR shall thereupon have the right to terminate this Contract by giving written notice to Vendor of such termination and specifying the effective date of such termination. Unless a shorter time is determined by NCORR to be necessary, NCORR shall effect termination according to the following procedure:
 - a. **Notice to Cure.** NCORR shall give written notice of the conditions of default, setting for the ground or grounds upon which such default is declared ("Notice to Cure"). The Vendor shall have ten (10) days from receipt of the Notice to Cure or any longer period that is set forth in the Notice to Cure to cure the default.

- b. **Notice of Termination.** If the conditions set forth in the Notice to Cure are not cured within the period set forth in the Notice to Cure, NCORR may terminate the Contract, in whole or in part. NCORR shall give the Vendor written notice of such termination ("Notice of Termination"), specifying the applicable provision(s) under which the Contract is terminated and the effective date of the termination.
 - c. In such event, all finished or unfinished documents, data, studies, and reports prepared by Vendor entitle Vendor's receipt of just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the above, Vendor shall not be relieved of liability to NCORR for damage sustained to NCORR by virtue of any breach of this Contract by Vendor. NCORR may withhold any payments to Vendor for the purpose of set off until such time as the exact amount of damages due NCORR from Vendor is determined.
9. **Termination for Convenience of NCORR.** NCORR may terminate this Contract any time by notice in writing from NCORR to Vendor ("Notice of Termination"). Unless otherwise specified in the Notice of Termination, the effective date of the termination will be 30 days from the date of the Notice of Termination. If the Contract is terminated by NCORR as provided herein, Vendor will be paid an amount which bears the same ratio to the total compensation as the work actually performed bears to the total work of Vendor covered by the Contract, less payments of compensation previously made.
10. **Funding Contingency.** The awarded Contract may be suspended and/or terminated without liability to the State if the CDBG-DR grant is suspended or terminated, and unless and until the State or NCORR receives Community Development funds in an amount that is deemed sufficient to enable it to fund the Contract awarded, the State or NCORR is under no obligation to make any payments to the Vendor.
11. **Civil Rights Requirements.** Vendor shall comply with all civil-rights related requirements, pursuant to 24 CFR § 570.503(b)(5).
12. **Equal Employment Opportunity.** During the performance of this Contract, Vendor agrees to comply with 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
13. **Anti-Discrimination.** Vendor will comply with the following clauses: Titles VI and VII of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (prohibiting discrimination on the basis race, color, national origin and ensuring that individuals are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age); Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 et seq.) (prohibiting discrimination on the basis of sex); Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 (prohibiting discrimination on the basis of disability); Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) (prohibiting discrimination on the basis of handicap); the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 et seq.) (prohibiting age discrimination); Executive Order 11063 as amended by Executive Order 2259; and Section 109 of the Housing and Community Development Act of 1974, as amended.
14. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5) is required. Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

15. **Rights to Inventions Made Under a Contract or Agreement.** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
16. **Environmental Compliance.** If the Contract awarded hereby amounts to more than \$100,000.00, Vendor agrees to comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 7401-7671q.), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11 738, Environmental Protection Agency (EPA) regulations (40 CFR, 15) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the EPA.
17. **Debarment and Suspension (Executive Orders 12549 and 12689).** Vendor is ineligible for an award under this RFP if they are listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
18. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Vendor and its subcontractors must file the required anti-lobbying certification. Each contracting 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 must 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 non-Federal award.
19. **Procurement of Recovered Materials.** Vendor must comply with Section 6002 of the Solid Waste Disposal Act, P.L. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ K; 2 C.F.R. § 200.322; Chapter V, ¶ 7. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
20. **Section 3 Clause.** Vendor will comply with the following clauses from 24 CFR 135.38:
- The work performed under this Contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3).
 - The Parties agree to comply with HUD’s regulations in 24 CFR part 135, which implement section 3. As evidenced by this Contract, the Parties certify they are under no contractual obligations or other impediment that would prevent them from complying with the part 135 regulations.
 - Vendor agrees to send each labor organization or representative or workers with which Vendor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or worker’s representative of Vendor’s commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training

- position, the qualifications for each, and the name and location of the person(s) taking applications for each of the positions, and the expected date the work shall begin.
- d. Vendor agrees to include this section 3 clause in every subcontract subject to compliance with regulations 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. Vendor will not subcontract with any subcontractor where Vendor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
 - e. Vendor will certify that any vacant employment positions, including training positions, that are filled (1) after Vendor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent Vendor's obligations under 24 CFR part 135.
 - f. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
 - g. 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.
21. **Women and Minority Owned Businesses.** 2 C.F.R. § 200.321 requires that all necessary affirmative steps are taken by the State and Vendor to assure that minority and women's businesses are used when possible, and N.C. Gen. Stat. 143-128.2 establish a ten percent (10%) goal for participation by minority and women owned businesses in total value of work performed for the State.
22. **Access of the State of North Carolina (i.e., its agencies), HUD and Others to CDBG-DR Documents, Papers, and Books.** Vendor agrees to allow the departments and agencies of the State of North Carolina, HUD, the Comptroller General of the United States, and any of their duly authorized representatives access to any books, documents, papers, and records of Vendor which are directly pertinent to the CDBG-DR Program for the purpose of making audits, examinations, excerpts, and transcriptions.
23. **Records.** All records required to be kept on the project shall be maintained for at least five (5) 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 five (5) 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 five (5) year period, whichever is later.
24. **Changes.** NCORR may, from time to time, request changes in the scope of the work of Vendor to be performed hereunder. Such changes, including any increase or decrease in the amount of Vendor's compensation which are mutually agreed upon by and between NCORR and Vendor, shall be incorporated in written and executed amendments to this Contract.
25. **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).
26. **Personnel.** Vendor represents that it has, or will secure at its own expense, all personnel required in performing the work under this Contract. Such personnel shall not be employees of or have any contractual relationship with NCORR. All of the work required hereunder will be performed by Vendor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and State law to perform such work. No person who is serving a sentence in penal or correctional institution shall be employed to work under this Contract.

27. **Compliance with Office of Management and Budget.** Vendor agrees to comply with the regulations, policies, guidelines, and requirements of the Office of Management and Budget Circulars A-95, A-102, A-133, and A-54, as they relate to the use of Federal funds under this contract.
28. **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.

Appendix C: Sample Reports

We have presented on the following pages several sample reports used in other programs, to show how HGA maintains transparency with our customers. We have limited these samples to three pages each, as the full package of reports exceeds 300 pages. We can provide full versions if requested. To protect our customer's potentially sensitive information, we have marked this section as Confidential.

The reports provided are as follows:

- Program Obligation Cost Summary Spend Down (By Planning Group – Community – Subrecipient - Project Level)
- Project Status Report Tracking
- Program Subrecipient Contract Tracking – Project Obligations
- Financial Tracking – Request for Payment Register
- CDBG Compliance Project Reference Checklist Tracking Example
- Program Ad hoc – Key Performance Indicators (KPIs) Status Summary
 - PSR Ad hoc Design Tracking
 - PSR Ad hoc Procurement Tracking
 - PSR Ad hoc Pre-Construction Tracking
 - PSR Ad hoc Construction Tracking

Appendix C content redacted.

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