



STATE OF NORTH CAROLINA  
DEPARTMENT OF PUBLIC SAFETY

Refer ALL inquiries regarding this RFP to:

Angela Wainright  
919-324-6476  
Angela.wainright1@ncdps.gov

Request for Proposal # 19-RFP-014128-WAX

Proposals will be publicly opened: January 26, 2018 @  
2:00pm ET

Contract Type: Agency Specific

Commodity No. and Description: 958-77 Project Management  
Services

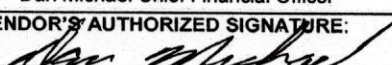
Using Agency: Emergency Management

Requisition No.: RQ20970390

**EXECUTION**

In compliance with this Request for Proposals, 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.

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

VENDOR: Innovative Emergency Management, Inc.		
STREET ADDRESS: 2801 Slater Road, Suite 110	P.O. BOX: 110265	ZIP: 27709-8477
CITY & STATE & ZIP: Morrisville, NC, 27560-8477	TELEPHONE NUMBER: (919) 990-8191	TOLL FREE TEL. NO:
PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #10):		
PRINT NAME & TITLE OF PERSON SIGNING ON BEHALF OF VENDOR: Dan Michael Chief Financial Officer		FAX NUMBER: (919) 237-7468
VENDOR'S AUTHORIZED SIGNATURE: 	DATE: 01/25/2018	EMAIL: contracts@iem.com

Offer valid for at least 60 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 Department of Public Safety 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).

**FOR STATE USE ONLY:** Offer accepted and Contract awarded this 15 day of June, 2018, as indicated on the attached certification, by Angela Wainright  
(Authorized Representative of Department of Public Safety).




<b>STATE OF NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY PURCHASING AND LOGISTICS</b>	<b>REQUEST FOR BEST AND FINAL OFFER BAFO # 03 19-RFP-014128-WAX</b>	
<b>Refer <u>ALL</u> Inquiries to:</b> Angela Wainright Telephone No. 919-324-6476	Offers will be received until: On or before June 8, 2018 by 12:00 PM ET	
E-Mail: angela.wainright1@ncdps.gov (See page 2 for mailing instructions.)	Solicitation Type: Agency Specific	
	Issue Date: May 29, 2018	
	Commodity: 958-77	
	Using Agency Name: Division of Emergency Management	
	Agency Requisition No. RQ20970390	

**NOTICE TO VENDOR** Offers, subject to the conditions made a part hereof, will be received at the office of N.C. Department of Public Safety's Division of Purchasing and Logistics ("DPS-P&L"), 3030 Hammond Business, Raleigh NC, until 12:00 PM Eastern Time on the day of opening and then opened, for furnishing and delivering the goods and services as described herein. Refer to page 2 for proper mailing instructions.

### **EXECUTION**

In compliance with this Request for Best and Final Offers (BAFO), and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all goods and services which are offered, at the prices agreed upon and within the time specified herein. The undersigned Vendor certifies that this offer has not been arrived at collusively or otherwise in violation of Federal or North Carolina law and this offer is made without prior understanding, agreement, or connection with any firm, corporation, or person submitting an offer for the same commodity, and is in all respects fair and without collusion or fraud.

**Failure to execute/sign offer prior to submittal shall render quote invalid. Late offers are not acceptable.**

<b>VENDOR:</b> Innovative Emergency Management, Inc. dba IEM	<b>E-MAIL:</b> Contracts@iem.com	
<b>STREET ADDRESS:</b> 2801 Slater Road, Suite 110	<b>P.O. BOX:</b> 110265	<b>ZIP:</b> 27709
<b>CITY &amp; STATE &amp; ZIP:</b> Morrisville, NC 27560	<b>TELEPHONE NUMBER:</b> 919-990-8191	<b>TOLL FREE TEL. NO:</b>
<b>TYPE OR PRINT NAME &amp; TITLE OF PERSON SIGNING:</b> Daniel Michael, CFO	<b>FAX NUMBER:</b> 919-237-7468	
<b>AUTHORIZED SIGNATURE:</b> 	<b>DATE:</b> 6-7-18	

Offer valid for 60 days from date of opening unless otherwise stated here: \_\_\_\_ days

### **ACCEPTANCE OF BEST AND FINAL OFFER**

If the State accepts any or all parts of this offer, an authorized representative of the N.C. Department of Public Safety's Division of Emergency Management shall affix her/his signature to the Vendor's response to this Request for BAFO. The acceptance shall include the response to this BAFO, any provisions and requirements of the original solicitation which have not been superseded by this BAFO and the North Carolina Terms and Conditions for Goods and Services, or however the terms are titled. These documents shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

<b><u>FOR AGENCY USE ONLY</u></b>	
Offer accepted and contract awarded this <u>15</u> day of <u>June</u> , 2018, as indicated on attached certification,	
by <u>Angela Wainright</u>	(Authorized representative of the Department of Public Safety).


<b>STATE OF NORTH CAROLINA DEPARTMENT OF PUBLIC SAFETY PURCHASING AND LOGISTICS</b>	<b>REQUEST FOR BEST AND FINAL OFFER BAFO # 03 19-RFP-014128-WAX</b>	
	Offers will be received until: On or before June 8, 2018 by 12:00 PM ET	
	Solicitation Type: Agency Specific	
Refer <u>ALL</u> Inquiries to: Angela Wainright  Telephone No. 919-324-6476	Issue Date: May 29, 2018  Commodity: 958-77	
E-Mail: angela.wainright1@ncdps.gov (See page 2 for mailing instructions.)	Using Agency Name: Division of Emergency Management Agency Requisition No. RQ20970390	

**NOTICE TO VENDOR** Offers, subject to the conditions made a part hereof, will be received at the office of N.C. Department of Public Safety's Division of Purchasing and Logistics ("DPS-P&L"), 3030 Hammond Business, Raleigh NC, until 12:00 PM Eastern Time on the day of opening and then opened, for furnishing and delivering the goods and services as described herein. Refer to page 2 for proper mailing instructions.

### **EXECUTION**

In compliance with this Request for Best and Final Offers (BAFO), and subject to all the conditions herein, the undersigned offers and agrees to furnish and deliver any or all goods and services which are offered, at the prices agreed upon and within the time specified herein. The undersigned Vendor certifies that this offer has not been arrived at collusively or otherwise in violation of Federal or North Carolina law and this offer is made without prior understanding, agreement, or connection with any firm, corporation, or person submitting an offer for the same commodity, and is in all respects fair and without collusion or fraud.

**Failure to execute/sign offer prior to submittal shall render quote invalid. Late offers are not acceptable.**

VENDOR: Innovative Emergency Management, Inc. dba IEM		E-MAIL: Contracts@iem.com	
STREET ADDRESS: 2801 Slater Road, Suite 110		P.O. BOX: 110265	ZIP: 27709
CITY & STATE & ZIP: Morrisville, NC 27560		TELEPHONE NUMBER: 919-990-8191	TOLL FREE TEL. NO:
TYPE OR PRINT NAME & TITLE OF PERSON SIGNING: Daniel Michael, CFO		FAX NUMBER: 919-237-7468	
AUTHORIZED SIGNATURE: 		DATE: 6-7-18	

Offer valid for 60 days from date of opening unless otherwise stated here: \_\_\_\_ days

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If the State accepts any or all parts of this offer, an authorized representative of the N.C. Department of Public Safety's Division of Emergency Management shall affix her/his signature to the Vendor's response to this Request for BAFO. The acceptance shall include the response to this BAFO, any provisions and requirements of the original solicitation which have not been superseded by this BAFO and the North Carolina Terms and Conditions for Goods and Services, or however the terms are titled. These documents shall then constitute the written agreement between the parties. A copy of this acceptance will be forwarded to the successful Vendor(s).

<b><u>FOR AGENCY USE ONLY</u></b>  Offer accepted and contract awarded this ____ day of _____, 2018, as indicated on attached certification,  by _____ (Authorized representative of the Department of Public Safety).
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**MAILING INSTRUCTIONS:** Mail **one fully executed original** of the response. Address package and insert the BAFO control number as shown below. Vendor may fax to 919-733-5188 or email to [angela.wainright1@ncdps.gov](mailto:angela.wainright1@ncdps.gov) a copy followed by the original. It is the responsibility of the vendor to have the BAFO in this office by the specified time and date of opening. Bids submitted via facsimile (fax) machine/email in response to this Best and Final Offer (BAFO) will be accepted if followed by receipt of the original by DPS-P&L with Vendor's package postmarked on or before June 8, 2018 and the package is received no later than Monday, June 11, 2018. Bids are subject to rejection unless submitted on this form and by the aforementioned dates and times.

<b><u>DELIVERY</u></b>
<b>BAFO NO. 03 19-RFP-014128-WAX</b> North Carolina Department of Public Safety Attn: Angela Wainright 3030 Hammond Business Place Raleigh, NC 27603

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

This request is to acquire a best and final offer from vendor(s) for Hurricane Matthew Recovery – Project and Program Services and Management. Your offer should integrate the previous response to the RFP, addendum and any changes listed below. Any individual Vendor can receive a different number of requests for BAFOs than other Vendors. Your best and final offer is due by 12:00pm on Friday June 8, 2018. Please contact Angela Wainright by email prior to the deadline for submitting questions if you require more time to complete your best and final offer.

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

The State encourages each Vendor to supply more competitive prices. Vendor should submit its most competitive prices on page 3 of this request for BAFO. All previous BAFOs (Nos. 1 and 2) are superseded by this BAFO, and all prior BAFOs have been cancelled, are void, and shall not be considered or used by the Vendors in preparing their responses to this BAFO.



Vendors shall replace the chart in Section 1.0 PURPOSE AND BACKGROUND with the following:

Counties	Estimated Applications Reviewed by Vendor(s)	Estimated Cases Requiring Inspections	Estimated Cases Requiring Environmental Review	Estimated Cases Requiring Lead Based Testing
Bertie	13	10	10	9
Beaufort	13	10	10	9
Duplin	13	10	10	9
Greene	13	10	10	9
Hyde	13	10	10	9
Lenoir	13	10	10	9
Martin	13	10	10	9
Nash	13	10	10	9
Pitt	13	10	10	9
Tyrell	13	10	10	9
Wilson	13	10	10	9
Bladen	13	10	10	9
Carteret	13	10	10	9
Columbus	13	10	10	9
Craven	13	10	10	9
Jones	13	10	10	9
Pamlico	13	10	10	9
Pender	13	10	10	9
Cumberland	500	345	345	300
Wayne	250	190	190	150
Edgecombe	440	310	310	260
Total	1,424	1,025	1,025	872

Vendor shall replace Section 2.1 with the following:

## 2.1 RFP SCHEDULE

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

Event	Responsibility	Date and Time
RFP Issued	State	January 5, 2018 (Completed)
Pre-Proposal Meeting/Site Visit	State	January 11, 2018 @ 10:10 AM ET (Completed)
Submit Written Questions	Vendor(s)	January 12, 2018 (Completed)
Responses to questions Addendum 1	State	January 24, 2018 (Completed)
Proposals Submitted and Opened	State	February 1, 2018 (Completed)
Evaluation Committee Evaluation of Proposals	State	March 1, 2018 (Completed)
BAFO # 03 Issued	State	May 29, 2018
Submit Questions	Vendor(s)	June 4, 2018 by 12:00 PM ET
Answers	State	June 5, 2018 by 12:00 PM ET
Submit BAFO Responses	Vendor(s)	June 8, 2018 by 12:00 PM ET
Opening and Evaluation of BAFO Responses	State	June 8, 2018 after 1:00 PM ET
Contract Award	State	June 13, 2018
State/Vendor(s) Kickoff Meeting	State/Vendor(s)	June 15, 2018 at 10:00 AM ET at Joint Force Headquarters
Intended Contract Effective Date/Notice to Proceed	State	June 18, 2018

## 2.9 DEFINITIONS, ACRONYMS, AND ABBREVIATIONS

- b) **BUYER:** The NCEM employee or such other persons NCEM shall delegate at the kickoff meeting.
- o) **Application:** Application as used herein means Community Development Block Grant-Disaster Recovery ("CDBG-DR") and shall be limited to eligibility review, duplication check, damage assessment, inspection and environmental review, and grant determination.
- p) **Damage Assessments:** See Attachment 1 to this BAFO request for more detailed descriptions of the damage assessments that will be included in the scope of work set forth in the RFP.

## 3.3 PROPOSAL EVALUATION PROCESS

The scoring of the original evaluation of the Vendors' proposals will not change other than the scoring of the cost and Vendor(s) ability to process 1,424 applications in a four-month period.

## 4.1 CONTRACT TERM

The Contract shall have a one (1) year term, beginning on the effective date of contract award and/or notice to proceed whichever is later (the "Effective Date"). However, it is the intent of this contract that the 1,424 applications that have been received by NCEM shall be processed by the Vendor(s) within 120 days from the Effective Date. All new applications received by NCEM shall be processed by the Vendor(s) over the remainder of the Contract Term.

- a) Each Vendor's BAFO response must include a reasonable estimate of the number of applications (excluding environmental assessments) it can process per work week within the 120-day period referenced above. Please note that the rate provided will be used by NCEM as a measure of evaluating and monitoring a Vendor's performance under the contract. NCEM will begin evaluating performance after the 3<sup>rd</sup> week following the Effective Date. Failure to consistently meet the performance measure may result in applications being reassigned to another Vendor if a multiple contract award is made.

- b) Each Vendor's BAFO response must include a reasonable estimate of the number of environmental assessments it can process per work week within the 120-day period referenced above. Please note that the rates provided will be used by NCEM as a measure of evaluating and monitoring a Vendor's performance under the contract. NCEM will begin evaluating performance after the 3rd week following the Effective Date. Failure to consistently meet the performance measure may result in applications being reassigned to another Vendor if a multiple contract award is made.
- c) Each Vendor awarded a contract shall process applications and conduct damages assessments and environmental assessments in accordance with the quality control/quality assurance as represented in its original proposal as well as all requirements of the CDBG-DR program.

#### **4.2 PRICING**

Cost should be detailed with unit costs and summary cost for each of the proposed deliverables. The costs should be detailed, at a minimum, by the following:

- Personnel costs (including hourly rates and total hours)
- Travel and Subsistence Expenses (State Rates)
- Subcontractor Costs (if any)
- Other Costs (e.g., overhead and profit, office expenses)
- Total Cost by Tasks listed in Section 5.1 of this BAFO request below.
- Vendor's Total Cost should include and incorporate unit pricing for damage assessments (excluding the above travel and subsistence expenses associated with such assessments) for the following services:
  - Lead based paint testing;
  - Asbestos testing;
  - Well water testing if property sustained flood damage;
  - Septic system and related soil testing if property sustained flood damage;
  - Mold testing if property sustained flood damage; and
  - Investigation and/or soil testing if the property sustained flood damage and there is an underground or above-ground fuel storage tank.

A unit price will not preclude a Vendor from seeking reimbursement of actual expenses that are at least of 15% over a unit price for a damage assessment, if the Vendor can substantiate and document the additional expenses and circumstances for incurring the additional expenses were beyond the Vendor's control. NCEM may also adjust payments due a Vendor if, after a performance evaluation, audit and/or investigation of any complaint from a homeowner or county, NCEM, other CDBG-DR Program administrative agency, N.C. State Auditor, internal auditors for NCEM, and/or federal auditor determines that a Vendor did not substantially complete any damage assessment/environmental assessment and/or perform such damage assessment/environmental in substantial compliance with Vendor's quality control/quality assurance program/plan and/or in substantial compliance with the terms, conditions and/or standards of the CDBG-DR Program. Any adjustment to any invoice or remaining contract balance relating serviced billed using a unit price shall be subject to the dispute resolution process set forth in the Contract

- The investigation and related testing for any other known or suspected hazardous materials located at any property that sustained flood damage (e.g., vehicles, appliances, electronics, etc., herein after referred to as "Other Hazardous Materials") will be addressed at the kickoff meeting and evaluated for grant eligibility. For purposes of establishing an Other Hazardous Materials contingency amount assume that 100 homes may require the above investigation and testing. The Vendor is only entitled to use the contingency for actual investigations and testing performed and any unused contingency shall be retained by the NCEM, NC Department of Commerce, and/or US Housing and Urban Development. The contingency may be increased as needed.

**Total Not Exceed Cost** - This number represents the maximum amount for all work to be performed based on the information provided under Sections 1.0 and 2.0 of the RFP.

Vendor shall not invoice for any amounts not specifically allowed for in this BAFO. Complete ATTACHMENT C: PRICING FORM and include in BAFO.

Vendor shall replace Section 5.0 Scope of Work in the original RFP with the following:

## **5.0 SCOPE OF WORK**

### **5.1 General**

Based on the requirements and responsibilities placed upon the NCEM and as deemed appropriated by NCEM, the vendor(s) could be asked to provide the following services for the State:

- Eligibility determination for received and completed applications as directed by NCEM.
- Duplication of Benefit for applications that are determined to be eligible for CDBG-DR funding as directed by NCEM.
- Site Inspection of eligible properties to validate and document reported damages as directed by NCEM.
- Lead-based paint testing for eligible properties where testing is deemed necessary as directed by NCEM.
- Environmental reviews for eligible projects as directed by NCEM including but not limited to:
  - Asbestos testing;
  - Well water testing if property sustained flood damage;
  - Septic system and related soil testing if property sustained flood damage;
  - Mold testing if property sustained flood damage; and
  - Investigation and/or soil testing if the property sustained flood damage and there is an underground or above-ground fuel storage tank; and
  - The investigation and related testing for Other Hazardous Materials.
- Program and Grant Management support and/or coordination for projects supported by CDBG-DR, HMGP, and or State Disaster Recovery Act (DRA) (with each grant providing its own funding towards its tasks) from cradle to grave as directed by NCEM. This may include but is not limited to:
  - Assisting in the development of and providing technical assistance for any substantial action plan amendment;
  - Assisting in the development of and providing technical assistance for Section 3 planning requirements;
  - Assisting in the development of and providing technical assistance for URA policies and procedures;
  - Assisting in the development of and providing technical assistance for Section 504 planning and monitoring; and
  - Vendor(s) will have to account for and bill separately for HMGP and DRA.
- Case Management lifecycle for applicants whose projects are funded through CDBG-DR.
- Case Management Program.



**BAFO COST:**

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**ATTACHMENT C: PRICING**

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Cost shall be detailed with unit costs and summary cost for each of the proposed deliverables. The costs shall include at a minimum, the following:

- o Personnel costs (including hourly rates and total hours)
- o Travel and Subsistence Expenses (State Rate only)
- o Subcontractor Costs (if any)
- o Other Costs (e.g., office expenses)

Total Cost by Tasks listed in the Section 5.1 above.

Vendor's Total Cost should be based the unit pricing for damage assessments and environmental assessments (excluding the above travel and subsistence expenses) for the following services:

Description of Work	Unit Price
Lead based paint testing	\$1,050
Asbestos testing	\$600
Well water testing if property sustained flood damage	\$900
Septic system and related soil testing if property sustained flood damage	\$2,730
Mold testing if property sustained flood damage	\$500
Investigation and/or soil testing if the property sustained flood damage and there is an underground storage tank	\$2,900
Investigation and/or soil testing if the property sustained flood damage and there is an above-ground fuel storage tank	\$2,900
	<b>Amount</b>
Other Hazardous Materials Contingency	\$3,700

**TOTAL NOT TO EXCEED COST - \$** 15,569,870.00

(This number represents the maximum amount for all work to be performed based on the information provided under the Sections 1.0 and 2.0)

## ATTACHMENT 1

### **“Damage Assessments”**

Contractor will perform damage assessments on individual homes as assigned by NCEM. Damage assessments will be performed using protocols, policies, and procedures approved by NCEM. Damage assessments will include the following:

- A full assessment of homes determined to have been damaged by Hurricane Matthew and assigned by NCEM. This assessment must occur within 5 business days of when the order is placed with the contractor to complete a work write up. The Contractor is responsible for doing its own scheduling of appointments with the homeowner for inspections and to obtain their written consent before entering their homes to perform the damage and environmental assessments and/or taking photos and/or videos of their homes or their persons. Assessments will be conducted in conformance to all and the most restrictive construction code, whether it is Federal, State or local, and as directed by the NCEM Contractor Specifications Manual, and the NCEM Minimum Property Rehabilitation Standards. This assessment will include a detailed list of damages with estimated costs for repairs that conform to the NCEM building standards. This will include estimates of costs to complete work and/or an assessment of completed work based on receipts for that completed work provided by the applicant. The list will include the following, as applicable:

Total Work, Subtotals, broken down by “completed” and “not completed” and by room with line-item detail including:

1. Matthew damage repair/reconstruct
  2. Damage mitigation measures
  3. Lead-based paint
  4. Elevation
  5. Demolition
  6. Flood proofing
  7. Windstorm
  8. Owner-requested alternatives
  9. North Carolina Historical Commission requirements
- A 3<sup>rd</sup> party verification of a detailed list of damages and estimated costs for Hurricane Matthew-related damage repairs that are in the process of being completed or have already been completed by the applicant.
  - Performance of follow-up assessments for sites where unreported or missed damages have been discovered and/or to deal with homeowner disputes with regards to reported levels of damage discovered or disputed. Follow-up assessments will be performed only as directed by NCEM.
  - Work Write-up Deliverables – Twenty-one (21) days required for completion of the entire Work Write Up as described below if no lead is present. Twenty-eight (28) days if lead is present for the entire work write up to

be completed. Examples of the format and information required in the items below are available upon request to the contact person noted above.

1. Vendor Work Write-up Cost Summarizing the Vendor's Work Performed in completing the damages and environmental assessments including all time from start to finish for each home.
  - ❖ Excel form summarizing the cost and time generated by software is acceptable for this write-up.
2. Photography and/or Videography of Property Damage to Homes. This will include digital photographs and/or videos of existing conditions sufficient to assist NCEM with eligibility requirements, the environmental review process, and response to State Historic Preservation Office requirements
  - ❖ All property damages should be photographed or videotaped during damage assessments and environmental assessments.
  - ❖ Any known homeowner request for construction to elevate a home should be photographed (North, South, East, and West).
  - ❖ Above-ground storage tanks and hazardous debris should be noted and photographed.
  - ❖ Historic Review Photo sheet – Damaged properties indicated as 'Historic Eligible' will require a Historic Review Photo sheet. Document should include photographs of historic exterior features such as windows, transoms, porch details, doors and skirting.
3. Environmental Questionnaire
  - ❖ Excel form filled out by the inspector
4. Environmental Questionnaire Summary
  - ❖ Excel form summarizing Environmental Questionnaire generated by software
5. Elevation Sheet (Applicable to Homes that may require Elevation)
  - ❖ Vendor will perform a preliminary assessment of whether home was in flood plain and suffered flood damage, which will include:
    1. The gathering and obtain information (flood data and dates of flooding), photos and/or videos as to flood level/height of flood water where homes are located immediately after Hurricane Matthew;
    2. Confirm that damages within a homes is consistent with flood waters in the area of the subject home; and
    3. Photographs and videos should be taken of the home and surrounding site to support the Vendor's preliminary recommendation on further elevation investigation.
  - ❖ Objective: make a written preliminary recommendation to NCEM for or against further elevation investigation. The final elevation investigation will be performed through a separate procurement/contract for services from N.C. licensed architects, engineers and/or land surveyors who will be responsible for confirming the need for elevating a home and preparing any required construction documents for such construction.
5. Vendor Damage Assessment Deliverable for Each Home:
  - ❖ Cover Sheet-Home Summary

- ❖ Word® form summarizing property location, building type and summarizing the damages and environmental assessments, dates of Vendor inspections for the damage and environmental assessments, and dates any test results were received.
- ❖ A summary of the homeowner's application (including the homeowner's statement of damages) and a summary of any additional information, complaints and/or disputes that Vendor received from the homeowner during the damages and/or environmental assessments.
- ❖ Note: whether the homeowner is elderly/disabled.
- ❖ A statement of grant eligibility and recommended type CDBG-DR Homeowner Recovery Program for the subject property based on the damage and environmental assessments (include supporting documentation).





February 1, 2018

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

RE: Hurricane Matthew Recovery – Project and Program Services Management (Request for Proposal #: 19-RFP-014128-WAX)

IEM welcomes this opportunity to present our qualifications to provide comprehensive disaster recovery management services to the North Carolina Department of Public Safety (NCDPS). As a North Carolina headquartered firm and the largest woman-owned emergency management and disaster recovery firm in the United States, we have a special affinity for the well-being of our North Carolina neighbors. Our performance-oriented and experienced recovery management professionals will provide unparalleled support to the State throughout the lifecycle of NCDPS's Hurricane Matthew Recovery program. We are currently supporting disaster recovery efforts for Hurricane Matthew in Cumberland County and with the Fayetteville Public Works Commission. These programs involve multiple federal and state disaster assistance funding sources and strategic long-term recovery planning.

IEM believes in providing the highest quality service and we have a history of doing so for major disaster recovery efforts by bringing together strong teams of specialists. We have selected teaming partners who have served on major disaster recovery housing programs with IEM and who have a North Carolina presence. Each one brings special expertise which add value and improve the overall delivery of services to the victims of this disaster. Our partners include Tetra Tech, Plexos Group, Amec Foster Wheeler, NC HUB Certified BBFoster Consulting, PC, O.R. Colan Associates, Team Title, LLC, and veteran-owned, NC-based The 219 Group, LLC.

Leading the IEM Team is Program Director Jon Mabry, supported by Advisor Jorge Ramirez. Both are former State Program Directors who spearheaded two of the largest CDBG-DR programs in recent history- the \$5.4 billion post-Katrina program in Mississippi and the \$3.1 billion post-Rita/Dolly/Ike program in Texas. This experience is further strengthened by our team's successful management of CDBG-DR housing programs in the States of New York and New Jersey, as well as in Richland County, South Carolina.

Through our decades of providing disaster recovery, we have distilled the essence of what is required to make communities whole again - **speed, empathy, accuracy, and compliance.**

- **Speed** - The significance of a fast and efficient recovery for the residents of North Carolina cannot be overstated. IEM leads the housing recovery effort for Louisiana following the great floods of 2016. Within one month, IEM had Housing Assistance Centers in place and was delivering checks homeowners for their repairs. We have already enrolled over 43,000 families in the program, and have conducted 37,000 environmental reviews, almost 10,000 eligibility determinations for the program, and

*I Think ∴ IEM*



have completed the rehabilitation of hundreds of homes. This program is breaking records every month on the speed of delivery of disaster recovery services.

- **Accuracy** – For federal disaster recovery programs, a compliant program that results in no or few recaptures or fraud, plus clean audit reports, is a key metric. Jon Mabry, Project Executive for this project, led the State of Mississippi's \$5.4 billion CDBG-DR funded housing programs, achieving unprecedented success in completing housing recovery for over 40,000 homes one year ahead of projections and with an error rate of less than 1/10 of 1%.
- **Empathy** – IEM has been engaged in providing options for citizen protection and recovery for the past 35 years. IEM's DNA is built around empathy for disaster survivors. We have lived through disasters in our own lives and understand the pain of survivors. Our program deliveries are not just fast, and accurate – but focus on empathy to disaster survivors.
- **Compliance** - Federal funding is regulated and compliance is necessary to ensure that funds are not "clawed back" later. When we deliver services we also do so carefully, taking time to ensure our work stands up to public scrutiny and accountability.

Survivors want to be back in their houses or placed in new housing as quickly as possible and they want the support delivered in a way that make them feel like more than a number in programs that appear intimidating. The supporting government funding agencies and the subgrantees want to receive the maximum funding levels quickly and they need to have an accurate picture of the process and know that the resources are being used legally.

We invite the State to review our response and evaluate our team, expertise, methodology, and plan for addressing this engagement. The response is divided into three major sections:

1. RFP, Letters of Commitment, and Attachments
2. Technical Proposal (limited to 50 pages)
3. Documentation

The Technical Proposal is structured according to the evaluation criteria and we provide a cross reference and compliance table to assist location of responses based on the Scope of Work.

This proposal shall remain valid for a period of not less than 90 calendar days from the date of submittal, February 1, 2018. If you have any questions, please contact Kerry Cassidy, Contract Administrator, at (919) 237-7535 or [contracts@iem.com](mailto:contracts@iem.com).

We thank you for the opportunity to bid on this important work.

Sincerely,



Dan Michael  
Chief Financial Officer

*I Think IEM*

# **Hurricane Matthew Recovery – Project and Program Services and Management**

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**A Proposal for the State of North Carolina Department Of  
Public Safety**

**Request for Proposal #: 19-RFP-014128-WAX**

February 1, 2018

Submitted by:



P.O. Box 110265  
Research Triangle Park, NC 27709  
(919) 990-8191 or (800) 977-8191

[www.iem.com](http://www.iem.com)

Authorized Representative:

Dan Michael



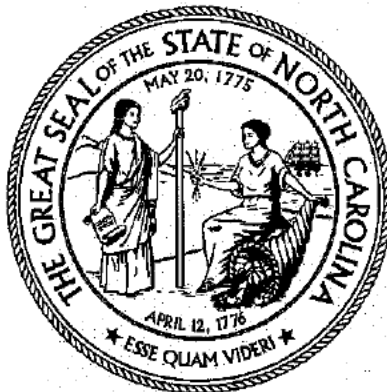


# RFP, LETTERS OF COMMITMENT, AND ATTACHMENTS



# SECTION CONTENTS

- Execution Pages, RFP,  
and Signed Receipt Pages of Addenda Released
- Letters of Commitment
- Attachment A
- Attachment B
- Attachment C
- Attachment D
- Attachment E
- Attachment F
- Attachment G
- Attachment H
- Attachment I



## STATE OF NORTH CAROLINA

### Request for Proposal #

**19-RFP-014128-WAX**

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**

**Innovative Emergency Management, Inc.**

**Vendor Name**



**STATE OF NORTH CAROLINA  
DEPARTMENT OF PUBLIC SAFETY**

Refer **ALL** inquiries regarding this RFP to:

Angela Wainright  
919-324-6476  
Angela.wainright1@ncdps.gov

Request for Proposal # 19-RFP-014128-WAX

Proposals will be publicly opened: January 26, 2018 @  
2:00pm ET

Contract Type: Agency Specific

Commodity No. and Description: 958-77 Project Management  
Services

Using Agency: Emergency Management

Requisition No.: RQ20970390

**EXECUTION**

In compliance with this Request for Proposals, 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.

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

<b>VENDOR:</b> Innovative Emergency Management, Inc.		
<b>STREET ADDRESS:</b> 2801 Slater Road, Suite 110	<b>P.O. BOX:</b> 110265	<b>ZIP:</b> 27709-8477
<b>CITY &amp; STATE &amp; ZIP:</b> Morrisville, NC, 27560-8477	<b>TELEPHONE NUMBER:</b> (919) 990-8191	<b>TOLL FREE TEL. NO:</b>
<b>PRINCIPAL PLACE OF BUSINESS ADDRESS IF DIFFERENT FROM ABOVE (SEE INSTRUCTIONS TO VENDORS ITEM #10):</b>		
<b>PRINT NAME &amp; TITLE OF PERSON SIGNING ON BEHALF OF VENDOR:</b> Dan Michael Chief Financial Officer	<b>FAX NUMBER:</b> (919) 237-7468	
<b>DATE:</b> 01/25/2018	<b>EMAIL:</b> contracts@iem.com	

Offer valid for at least 60 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 Department of Public Safety 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).

<b>FOR STATE USE ONLY:</b> Offer accepted and Contract awarded this _____ day of _____, 20____, as indicated on the attached certification, by _____ (Authorized Representative of Department of Public Safety).
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## 1.0 PURPOSE AND BACKGROUND

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The State of North Carolina Emergency Management (NCEM) intends to award up to three contract(s) to private sector firm(s) to provide project and program management and professional services to support a broad range of CDBG-DR funded activities managed by NCEM. Services provided through this contract(s) will support all of the activities defined in the state's CDBG-DR Action Plan, and subsequent versions:

[https://files.nc.gov/rebuildnc/documents/matthew/hurricane\\_matthew\\_nc\\_cdbg\\_dr\\_actionplan\\_final.pdf](https://files.nc.gov/rebuildnc/documents/matthew/hurricane_matthew_nc_cdbg_dr_actionplan_final.pdf)

Due to the impact of Hurricane Matthew, 50 counties in central and eastern North Carolina received federal disaster declarations. For each of these counties, the state is expected to utilize the services mentioned in this RFP to support and manage the CDBG-DR funded activities.

In response to Hurricane Matthew, the State of North Carolina, through the North Carolina Division of Emergency Management, is currently implementing a robust concept of operations intended for efficient and effective repair, redevelopment and recovery of individuals and communities impacted by Hurricane Matthew. This concept of operations will primarily focus on implementing strategies for the following program areas:

- Resilient residential and rental housing stock;
- Resilient public and commercial property;
- Resilient infrastructure that minimize downtime of key services following disaster impacts;
- Resilient environmental that addresses lingering issues from hazardous events that directly impact the fragile estuary and coastal plain ecosystems.
- Resilient job creation that especially supports small business.

The State, through other contractual mechanisms, has progressed in its endeavor to plan, design and established a framework by which the strategies listed above can be efficiently implemented. Progress has been made in the following areas:

- Relational, spatial database of IA, HMGP, PA applications, modeled structure damage, and applicant information;
- Project and grants management software for HMGP and PA applications (MB3);
- Project and grants management software for CDBG-DR process, project and grants management (Salesforce / Hagerly);
- Operational Intake Application Centers at the four Tier 1 Counties (Edgecombe, Wayne, Cumberland and Robeson);
- Approved CDBG-DR Action Plan, and other required reports;
- Published Resilient Redevelopment Plans for all 50 declared counties;
- Published public website via [www.Rebuild.nc.gov](http://www.Rebuild.nc.gov)

Based on the above progress and current Application Centers' data, the State anticipates the following level of effort (subject to change):

Tier 2 Counties	# of ALL IA Applications	Estimated Applications Reviewed by Specialists	Estimated Cases Requiring Inspection	Estimated Cases Requiring Environmental Review	Estimated Cases Requiring Lead Based Testing
Bertie	1,021	13	10	10	9
Beaufort		13	10	10	9
Duplin	1,333	13	10	10	9
Greene	601	13	10	10	9
Hyde	195	13	10	10	9
Lenoir	3,287	13	10	10	9
Martin	217	13	10	10	9
Nash	929	13	10	10	9
Pitt	3,266	13	10	10	9
Tyrell	291	13	10	10	9
Wilson	725	13	10	10	9
Bladen	2,979	13	10	10	9
Carteret	48	13	10	10	9
Columbus	5,201	13	10	10	9
Craven	620	13	10	10	9
Jones	236	13	10	10	9
Pamlico	2	13	10	10	9
Pender	956	13	10	10	9
Robeson	731	1,645	1,152	1,152	979
Cumberland	285	428	300	300	255
Wayne	174	218	153	153	130
Edgecombe	254	38100%	26700%	267	227
	<b>23,351</b>	<b>2,906</b>	<b>2,052</b>	<b>2,052</b>	<b>1,753</b>

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 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.**

If a Vendor desires modification of the terms and conditions of this solicitation, it is urged and cautioned to inquire during the question period, in accordance with the instructions in this RFP, about whether specific language proposed as a modification is acceptable to or will be considered by the State. Identification of objections or exceptions to the State's terms and conditions in the proposal itself shall not be allowed and shall be disregarded or the proposal rejected.

Contact with anyone working for or with the State regarding this RFP other than the State Contract Specialist 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.

## 2.3 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	January 5, 2018
Hold Pre-Proposal Meeting/Site Visit	State	January 11, 2018 @ 10:00 AM
Submit Written Questions	Vendor	January 12, 2018
Presentation/Demonstration/Interviews	Vendor	TBD
Provide Response to Questions	State	January 15, 2018
Submit Proposals	Vendor	January 26, 2018 by 2:00 PM
Contract Award	State	February 2, 2018
Contract Effective Date	State	February 2, 2018

## 2.4 URGED AND CAUTIONED PRE-PROPOSAL CONFERENCE

### Urged and Cautioned Pre-Proposal Conference

Date: 01/11/2018  
 Time: 10:00 AM Eastern Time  
 Contact #: 919-825-2519

**Instructions:** All vendor representatives are **strongly urged and cautioned** to attend a **PRE-SUBMITTAL CONFERENCE** on **January 11, 2018 at 10:00 a.m.** in the **NCEM Situation Room**, at the **Joint Force Headquarters, 4105 Gold Star Drive, Raleigh, NC 27607**. NCEM requests that offerors attending this conference pre-register and submit questions by calling **Mrs. Jane Smith, NCEM – Resiliency Section, 919-825-2519**, to confirm **two (2) business days in advance of the conference**. Submission of a proposal shall constitute sufficient evidence of this compliance and no allowance will be made for unreported conditions which a prudent Vendor would recognize as affecting the performance of the work called for in this proposal.

Vendor is cautioned that any information released to attendees during the site visit, other than that involving the physical aspects of the facility referenced above, and which conflicts with, supersedes, or adds to requirements in this Request for Proposal, must be confirmed by written addendum before it can be considered to be a part of this proposal.

## 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 [angela.wainright1@ncdps.gov](mailto:angela.wainright1@ncdps.gov) by the date and time specified above. Vendors should enter "RFP # 19-RFP-014128-WAX: 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

Sealed proposals, subject to the conditions made a part hereof and the receipt requirements described below, shall be received at the address indicated in the table below, for furnishing and delivering those items or services as described herein.

**Mailing address for delivery of proposal via US Postal Service or delivery by any other method (special delivery, overnight, or any other carrier)**

PROPOSAL NUMBER: 19-RFP-014128-WAX  
 North Carolina Department of Public Safety  
 Purchasing and Logistics Office  
 3030 Hammond Business Place  
 Raleigh, NC 27603

**IMPORTANT NOTE:** All proposals shall be physically delivered to the office address listed above on or before the proposal deadline in order to be considered timely, regardless of the method of delivery. **This is an absolute requirement.** All risk of late arrival due to unanticipated delay—whether delivered by hand, U.S. Postal Service, courier or other delivery service is entirely on the Vendor. **It is the sole responsibility of the Vendor to have the proposal physically in this Office by the specified time and date of opening.** The time of delivery will be marked on each proposal when received, and any proposal received after the proposal submission deadline will be rejected. Sealed proposals, 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.

Note that the U.S. Postal Service generally does not deliver mail to specified street address but to the State's Mail Service Center. Vendors are cautioned that proposals sent via U.S. Mail, including Express Mail, may not be delivered by the Mail Service Center to the agency's purchasing office on the due date in time to meet the proposal deadline. All Vendors are urged to take the possibility of delay into account when submitting a proposal. **Attempts to submit a proposal via facsimile (FAX) machine, telephone or electronic means, including but not limited to email, in response to this RFP shall NOT be accepted.**

- a) Submit one (1) **signed, original executed** proposal responses (no more than 50 pages not including the cover page and original RFP document), *four (4) photocopies, one (1) un-redacted electronic copies on CD, DVD or flash drive*

and, if required, one (1) redacted electronic (Proprietary and Confidential Information Excluded) copies on CD, DVD or flash drive of your proposal simultaneously to the address identified in the table above. Vendors submitting fewer copies will not be considered. **NOTE: The one (1) Original Proposal shall be signed and dated by an official authorized to bind the firm. Unsigned proposals will not be considered.**

- b) Submit your proposal in a sealed package. Clearly mark each package with: (1) Vendor name; (2) the RFP number; and (3) the due date. Address the package(s) for delivery as shown in the table above. If Vendor is submitting more than one (1) proposal, each proposal shall be submitted in separate sealed envelopes and marked accordingly. For delivery purposes, separate sealed envelopes from a single Vendor may be included in the same outer package. Proposals are subject to rejection unless submitted with the information above included on the outside of the sealed proposal package.
- c) The electronic copies of your proposal must be provided on separate read-only CD's, DVD's or flash drives. The files on the discs **shall NOT** be password protected, shall be in .PDF or .XLS format, and shall be capable of being copied to other media including readable in Microsoft Word and/or Microsoft Excel.

Disc One must contain the entire Technical and Cost Proposal including any proprietary information and have the following label affixed to the disc: 1) Vendor name; (2) the RFP number; (3) the due date; and (4) the words "Disc One - Technical and Cost Proposal Non-Redacted."

Disc two, if required for confidentiality, must contain the Technical and Cost Proposal **excluding** any proprietary information identified as confidential and proprietary in accordance with Attachment A, Paragraph 11 of the Instructions to Vendors. NC Department of Public Safety, in responding to public records requests, will release the information on this disc. It is the sole responsibility of the Vendor to ensure that this disc complies with the requirements of A, Paragraph 11 of the Instructions to Vendors. The following label must be affixed to the disc: (1) Vendor name; (2) the RFP number; (3) the due date; and (4) the words "Disc Two Technical and Cost Proposal- Redacted Copy".

## 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. Proposals shall be no more than 50 pages exclusive of the cover letter, letters of commitment from subcontractors and original RFP document. It shall be typed using a font size 12 or larger on 8 1/2" x 11" sheet(s), single-spaced; two sided, with no less than one inch margins. The font for tables, graphs and charts may vary in font; the offerors are strongly encouraged to have at least 10 point font for tables, graphs and charts. Use of 1.5" three-ring binders, single staple, or standard binder clip in the upper left-hand corner is permitted. Color printing is allowed. 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.
- c) Completed and signed version of EXECUTION PAGES, along with the body of the RFP (pages 2-21), and signed receipt pages of any addenda released in conjunction with this RFP (if required to be returned).
- d) Letters of Commitment shall be submitted with the Firm's Proposal from each subcontractor and or sub-consultant included in the Proposal. These Letters of Commitment will not count against the 50-page limit.
- e) ATTACHMENT A: INSTRUCTIONS TO VENDORS
- f) ATTACHMENT B: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS
- g) Completed version of ATTACHMENT C: PRICING
- h) Completed and signed version of ATTACHMENT D: LOCATION OF WORKERS UTILIZED BY VENDOR
- i) Completed and signed version of ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION
- j) Completed and signed version of ATTACHMENT F: ALCOHOL/DRUG-FREE WORK PLACE POLICY

## 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 #\_\_\_ [for 'name of Vendor']". 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) **BUYER:** The employee of the State or Other Eligible Entity that places an order with the Vendor.
- c) **CONTRACT LEAD:** Representative of the Department of Public Safety who corresponds with potential Vendors in order to identify and contract with that Vendor providing the greatest benefit to the State and who will administer this contract for the State.
- d) **DPS:** Department of Public Safety
- e) **E-PROCUREMENT SERVICES:** The program, system, and associated services through which the State conducts electronic procurement.
- f) **FOB-DESTINATION:** Title changes hand from Vendor to purchaser at the destination point of the shipment; Vendor owns commodity in transit and files any claims, and Vendor pays all freight and any related transportation charges. A solicitation may request Vendors to separately identify freight charges in their proposal, but no amount or charge not included as part of the total proposal price will be paid.
- g) **LOT:** A grouping of similar products within this RFP.
- h) **NCEM:** NC Emergency Management
- i) **ON-TIME DELIVERY:** The delivery of all items within a single order to the receiving point designated by the ordering entity within the delivery time required.
- j) **QUALIFIED PROPOSAL:** A responsive proposal submitted by a responsible Vendor.
- k) **RFP:** Request for Proposal
- l) **STATE:** The State of North Carolina, including any of its sub-units recognized under North Carolina law.
- m) **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.
- n) **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

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.

It is the intent of NCEM to evaluate the submitted proposals based on the following criteria: (1) Quality and Completeness of Proposal; (2) Organization and Staff Experience/Competence; (3) Concept of Operation/Methodology; (4) Organization Capacity Analysis; and (5) Cost. Upon evaluation of the submitted proposals, NCEM may request an interview with each of the offering firms. Firms will be notified via email to the respective Firm's Point of Contact (POC) defined in the Technical Proposal regarding the time, location, and format for the interview. Note that notifications of

interviews will be provided to firms approximately 1 week prior to the interview. Based on the evaluation of proposals, NCEM intends to select up to three firms.

While the intent of this RFP is to award a Contract(s) to *multiple Vendors*, the State reserves the right to make separate awards to different Vendors for one or more line items, to not award one or more line 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 in a sealed envelope or package.

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 package containing the proposals 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 sole option, the evaluators may request oral presentations or discussion with any or all Vendors for the purpose of 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.

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

All qualified proposals will be evaluated and award made based on considering the following criteria, to result in an award most advantageous to the State:

The evaluation of Firms submitting for this work will be based on the following evaluation criteria.

- (1) Quality and Completeness of Proposal (15 Points);
- (2) Organization and Staff Experience / Competence (25 Points);
- (3) Concept of Operation / Methodology (20 Points);
- (4) Organization Capacity Analysis (20 Points);
- (5) 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:

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

### 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:

- Total cost to the State
- Level of quality provided by the Vendor
- Process and performance capability across multiple jurisdictions
- Protection of the State's information and intellectual property



Availability of pertinent skills  
Ability to understand the State's business requirements and internal operational culture  
Particular risk factors such as the security of the State's information technology  
Relations with citizens and employees  
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 2.4.

Each Respondent should demonstrate the ability to satisfy the following requirements:

1. The work to be performed under a contract awarded pursuant to this Request for Proposal that will utilize funds provided by the Department of Housing and Urban Development and 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 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents in the project area and contracts for work in connection with this project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the program. The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 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 a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the

contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor 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 the contractor's obligations under 24 CFR part 135.

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.

With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

2. Firm(s) shall commit to make a demonstrated effort to provide subcontract opportunities to locally owned businesses, minority and women-owned businesses enterprises, and low-income residents in the program area.
3. Firm(s) must provide a one (1) year warranty minimum on all materials and workmanship, and the Firm will remain liable for defects as required by North Carolina law.
4. Firms(s) should provide, in accordance with all applicable state and federal regulations, including but not limited to the Community Development Block Grant -- Disaster Recovery (CDBG-DR) program, Hazard Mitigation Grant Program, Davis Bacon Act (if applicable) and Section 3 of the Housing and Urban Development Act of 1968 as referenced above, a proposal to serve as a General Contractor who will perform the repair, rehabilitation and reconstruction of single family homes on a multi-county basis.

#### Other Requirements

- Selected Firm(s) will be responsible for all labor, full time supervision, materials, tools, equipment, reports, testing, field quality control, safety requirements, survey of existing conditions and any other required incidentals.
- Provide professional labor, equipment and materials adequate to perform the work in accordance with the scope of work issued for each eligible applicant's residential structure while ensuring that all applicable housing standards and codes are met.
- Comply with all state and federal laws, regulations, and guidelines including but may not be limited to compliance with Chapter 166A of the North Carolina General Statutes, HUD Community Development Block Grant disaster laws, regulations, and guidelines, e.g. Section 3, Davis Bacon, Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708), Clean Air Act (42 U.S.C. 7401-7671q), the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended, Debarment and Suspension (Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension," the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352), and except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 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", and 2 CFR 200.322 "Procurement of recovered materials", if applicable.

Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). 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.

Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree 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). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the 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.

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must 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 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.

- When appropriate and feasible, employ local contractors, employees and minority contractors.

- Any hardware, software, and communications enhancements/applications to the systems and/or data acquired and developed as part of this RFP shall be the property of the State of North Carolina and must be provided to the State when directed by NCEM. All systems must adhere to the standards documented in the North Carolina Statewide Technical Architecture. This information is available on the web at <http://www.ncsta.gov/>.
- Firm or subcontractors using third-party proprietary software to produce deliverables under any Delivery Order shall determine whether such software may be necessary for the State to use the deliverables, and if so, the Firm shall determine the costs thereof and specifically identify the software and costs in their proposal. Firm and subcontractors shall also identify any third-party software that may be sublicensed by Firm to the State together with any costs necessary to provide NCEM and the United States Government with a royalty-free, paid-up, perpetual, non-exclusive, non-transferable license necessary to access and manipulate deliverables.
- NCEM works in close coordination with other federal and state agencies. The selected Firm(s) shall perform under the direction of NCEM and will also be required to coordinate with Federal and State agencies, local community officials, and the public as directed by NCEM.

#### 4.1 CONTRACT TERM

The Contract shall have an initial term of one (1) years, beginning on the date of contract award (the "Effective Date").

At the end of the Contract's current term, the State shall have the option, in its sole discretion, to renew the Contract on the same terms and conditions for up to a total of two additional one-year terms. The State will give the Vendor written notice of its intent whether to exercise each option before the end of the Contract's then-current term. In addition, the State reserves the right to extend a contract term for a period of up to 180 days in 90-day-or-less increments.

#### 4.2 PRICING

Cost should be detailed with unit costs and summary cost for each of the proposed deliverables. The costs should be detailed, at a minimum, by the following:

- o Personnel costs (including hourly rates and total hours)
- o Travel and Subsistence Expenses
- o Subcontractor Costs (if any)
- o Other Costs (e.g., office expenses)
- o Total Cost by Tasks listed in the Scope Section
- o Total Not Exceed Cost - This number represent the maximum amount for all work to be performed based on the information provided under the Information section.

Vendor shall not invoice for any amounts not specifically allowed for in this RFP. Complete ATTACHMENT C: PRICING FORM and include in Proposal.

#### 4.3 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.

#### 4.4 PAYMENT TERMS

- a) The Vendor will be paid net thirty (30) calendar days after the Vendor's invoice is approved by the State.

#### 4.5 FINANCIAL STABILITY

The offeror's most recent audited financial statement or similar evidence of financial stability shall be provided. 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 public and/or private sector clients with similar or greater size and complexity to the State of North Carolina. This section should contain information on the specific experience of the organization to efficiently carry out the scope. Vendor shall provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person. The list below includes, but is not limited to, the following types of information:

1. Current license issued through the Secretary of State and or North Carolina Licensing Board. Documentation that the Firm and any of its corporate subsidiaries to be used on the program, as well as all team members, are properly registered to do business in North Carolina with the Department of the Secretary of State.
2. Experience in the cleanup and repair of residential housing or buildings within the fifty (50) county area identified by this program. Evidence of the Firm's experience and competency in the specified fields as well as in all other disciplines directly related to the proposed services.
3. Experience with the employment of minority subcontractors within the fifty (50) county area identified by this program.
4. Experience with the repair of historic properties, and coordination with the North Carolina State Historic Preservation Office.
5. Experience with application eligibility determinations and duplication of benefit analysis in compliance with CDBG-DR requirements.
6. Experience with site inspections in compliance with CDBG-DR validation and documentation of structural damage.
7. Experience with performing CDBG compliant lead based paint assessment, environmental reviews, asbestos assessment, and possible mitigation related to the repair, rehabilitation and reconstruction of properties.
8. Experience in managing and completing projects of a similar size and nature.
9. Prior experience in managing and completing projects funded by Community Block Development Grant – Disaster Recovery (CDBG-DR) or other federal funds.
10. Prior experience in managing and reporting on compliance with state and federal construction laws, regulations, and procedures, including Davis Bacon, and the payroll documentation necessary for compliance.
11. Identification of project personnel qualifications and experience as related to this project. Any personnel or agent of the Firm performing services under any contract arising from this RFP may be required to undergo a background check at the expense of the Firm, if so requested by the State.
12. Unique qualifications and availability of team members.
13. Type and location of similar work performed within the last 5 years. For each project, list location, dates, and size of project; types of work performed and products produced; and the name and contact information for at least three references, and original estimated costs as compared to final product cost.
14. Understanding of project approach.
15. Overview of any innovative approaches to be used.

16. Present and projected workload and manpower availability, including that of teaming subcontractors.
17. Staffing plan describing the proposed staffing approach, including key subcontractors needed to ensure staffing is sufficient to provide the required personnel during all aspects of contract performance.
18. Demonstrated capacity to effectively, efficiently, and economically deploy resources and materials.
19. Quality control program and demonstrated understanding of and the importance of quality control.
20. Overall management approach that will successfully accomplish the scope of work outlined in this document. The Firm should describe the proposed plan to monitor and evaluate performance across all functions and subcontractors.

#### 4.7 REFERENCES

Vendors shall provide at least three (3) references for which your company has provided services of similar size and scope to that proposed herein. The State may contact these users to determine the services provided are substantially similar in scope to those proposed herein and Vendor's performance has been satisfactory. The information obtained may be considered in the evaluation of the proposal.

COMPANY NAME	CONTACT NAME	TELEPHONE NUMBER
New York State Division of Homeland Security and Emergency Services	Richard Lord, State Hazard Mitigation Officer & Chief of Mitigation Programs	(518) 292-2370 Richard.Lord@dhses.ny.gov
New York Governor's Office of Storm Recovery	Jon Kaiman, Governor Cuomo's Special Advisor for Hurricane Sandy	(516) 351-8411 jonkaiman@yahoo.com
State of Louisiana	Mark Cooper, Governor's Chief of Staff	(225) 342-7015 Mark.cooper@la.gov

#### 4.8 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.

#### 4.9 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.

#### 4.10 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, labor, facilities, furniture, computer and telecommunications equipment, software, supplies and materials 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 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.

## **5.0 SCOPE OF WORK**

### **5.1 GENERAL**

Based on the requirements and responsibilities placed upon the State and NCEM, the firm(s) will be asked to provide the following services:

- Internal and External Structural Cleaning for residential, public, agricultural and commercial buildings caused by Hurricane Matthew flooding.
- Internal and External Structural Repair for residential, public, agricultural and commercial buildings caused by Hurricane Matthew flooding,
- Mitigation measures to include acquisition and demolition, elevation, and mitigation reconstruction,
- Acquiring, transporting, and installing temporary housing units such as manufactured homes. This service includes the establishment of all permits and utility hookups and accounts.
- Eligibility determination for all received and completed applications received by NCEM,
- Duplication of Benefit for all applications that are determined to be eligible for CDGB – DR funding,
- Site Inspection of all eligible properties to validate and document reported damages,
- Lead-based paint testing for eligible properties where testing is deemed necessary,
- Project specific environmental reviews for eligible properties,
- Project Management for projects supported by CDBG-DR, HMGP, and or State Disaster Recovery Act (DRA).
- Case Management for applicants whose projects are funded through CDBG-DR, HMGP and or State Disaster Recovery Act (DRA).

### **5.2 PROJECT ORGANIZATION AND CORPORATE BACKGROUND**

Vendor must include the proposed staffing, deployment and organization of personnel to be assigned to this project. This section shall include at a minimum background information on the organization such as: Point of Contact with email, phone and address; location of the firm's office(s) where the work associated with this request will be performed.

The offeror must provide information as to the qualifications and experience of all executive, managerial, legal, and professional personnel to be assigned to this project, including resumes citing experience with similar projects and the responsibilities to be assigned to each person.

### **5.3 TECHNICAL APPROACH**

Vendor's proposal shall include, in narrative, outline, and/or graph form the Vendor's approach to accomplishing the tasks outlined in the Scope of Work section of this RFP. A description of each task and deliverable and the schedule for accomplishing each shall be included.

### **5.4 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.

## **5.5 CERTIFICATION AND SAFETY LABELS**

**PRODUCT SAFETY LISTING:** All manufactured items and/or fabricated assemblies subject to operation under pressure, operation by connection to an electric source, or operation involving a connection to a manufactured, natural, or LP gas source shall be constructed and approved in a manner acceptable to the appropriate state inspector which customarily requires the label or re-examination listing or identification marking of the appropriate safety standard organization; such as the American Society of Mechanical Engineers for pressure vessels; the Underwriters Laboratories and /or National Electrical Manufacturers' Association for electrically operated assemblies; or the American Gas Association for gas operated assemblies, where such approvals of listings have been established for the type of device offered and furnished. A list of acceptable marks is available on the Division of Purchase and Contract website at: <http://ncadmin.nc.gov/about-doa/divisions/purchase-contract>. The CE label is not acceptable. Further, all items furnished shall meet all requirements of the Occupational Safety and Health Act (OSHA), and state and federal requirements relating to clean air and water pollution. Having the appropriate certification or safety label affixed to any device delivered pursuant to this solicitation, under the conditions described above, is a material condition of any contract awarded as a result of this solicitation. All costs for product and industry certifications and listings required to supply conforming products to the State as described in this RFP are the sole responsibility of the Vendor. The certification or safety label shall be affixed and be visible on the OUTSIDE of the all products that require a certification or safety label in order to pass the State Quality Acceptance Inspection.

## **5.6 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 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. 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 CONTINUOUS IMPROVEMENT**

The State encourages the Vendor to identify opportunities to reduce the total cost the State. A continuous improvement effort consisting of various ideas to enhance business efficiencies will be discussed at the periodic Business Review Meetings.

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#### **6.4 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.

#### **6.5 CONTRACT CHANGES**

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

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**Attachments to this RFP begin on the next page.**



**Acknowledgement of Addendum for  
RFP #: 19-RFP-014128-WAX  
Hurricane Matthew Recovery – Project and Program Services and  
Management**

*If you are preparing a proposal package for this RFP, this page must be included as part of your submittal.*

Innovative Emergency Management, Inc. (Firm) has received, acknowledges, accepts, and understands the all addenda issues by the State of North Carolina Emergency Management for RFP #: 19-RFP-014128-WAX.

Authorized Signature: 

Title: Chief Financial Officer

Firm Name: Innovative Emergency Management, Inc.

Date: 02/01/2018





TETRA TECH

January 22, 2018

Mr. Jon Mabry  
Innovative Emergency Management, Inc.  
8710 Jefferson Highway  
Baton Rouge, LA 70809

Subject: Tetra Tech, Inc. Letter of Commitment  
Solicitation: State of North Carolina Department of Public Safety  
RFP #19-RFP-014128-WAX for Hurricane Matthew Recovery – Project and  
Program Services and Management


Dear Mr. Mabry,

Please accept this letter as affirmation of Tetra Tech, Inc.'s (Tetra Tech) commitment to support the State of North Carolina Department of Public Safety as a subcontractor on the Innovative Emergency Management, Inc. (IEM) team, should IEM be awarded a contract for work under the referenced solicitation.

Tetra Tech is excited to support the proposal submitted by IEM by providing Tier 2 environmental reviews, lead inspections, cost estimating and clearance. Tetra Tech may also assist with the performance of general inspections or repair work performed or other program activities as mutually agreed upon by the Parties.

We look forward to working with you on this exciting endeavor. Please feel free to contact Jonathan Burgiel at 407-342-2282 or Betty Kamara at 407-803-2551 with any questions concerning our technical submission.

Sincerely,

  
Jonathan Burgiel  
Vice President/Operations Manager

Tetra Tech, Inc.  
2301 Lucien Way, Suite 120, Maitland, FL 32751  
Tel 321-441-8500 Fax 321-441-8501 [tetratech.com](http://tetratech.com)







January 24, 2018

IEM, Inc.  
2801 Slater Road  
Suite 110  
Morrisville, NC 27560

RE: State of North Carolina Department of Public Safety  
RFP #19-RFP-014128-WAX  
Hurricane Matthew Recovery – Project and Program Services and Management

Dear Ms. Berlwal,

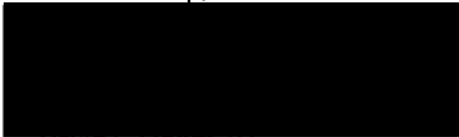
Plexos Group, L.L.C. ("Plexos") is pleased to provide this Letter of Commitment to IEM for the Hurricane Matthew Recovery project (RFP #19-RFP-014128-WAX). Plexos is a full-service disaster recovery, business consulting, and engineering firm with experience in commercial, industrial, and governmental sectors throughout the U.S. and abroad. Our combined project delivery experience in senior leadership positions for the administration of complex programs exceeds \$30 billion. Our staff has led top-level management positions, provided expert consultancy services to Fortune 500 companies, regularly testified before Congress, and provided expert guidance to foreign governments.

If awarded, Plexos commits to providing the services required to support the successful completion of tasks under this contract.

Plexos is excited to support this proposal submitted by IEM by providing Subject Matter Expertise for the management of CDBG-DR funded activities as well as any other mutually agreed upon professional services to support these activities. We look forward to working with you on this exciting endeavor.

Sincerely,

Plexos Group, L.L.C.



David F. Odom, P.E.  
President and CEO



January 24, 2018

RE: State of North Carolina Department of Public Safety  
RFP #19-RFP-014128-WAX  
Hurricane Matthew Recovery – Project and Program Services and Management



**SUBJECT: Corporate Commitment**

Amec Foster Wheeler is pleased to provide this Letter of Commitment to IEM for the Hurricane Matthew Recovery project (RFP #19-RFP-014128-WAX). Amec Foster Wheeler is one of the world's largest engineering consulting firms with more than 29,000 employees around the globe. With access to more than 570 professions with expertise in the services required in this RFQ, including post disaster recoveries for Hurricanes Katrina and Sandy, Nashville TN, CSX Railroads, and Colorado flooding, we are truly capable of providing local recovery service with global depth. In North Carolina, Amec Foster Wheeler currently has 35 professionals ready to support IEM.

If awarded, Amec Foster Wheeler commits to providing the services required to support the successful completion of tasks under this contract.

Amec Foster Wheeler is excited to support this proposal submitted by IEM by providing substantial damage estimation, flood elevation determination, mold inspection/remediation, lead based testing, Phase 1 Environmental Reviews, GIS services, grant support, historic properties investigations/permitting and general NFIP expertise/support. We look forward to working with you on this exciting endeavor.

Sincerely,

**Amec Foster Wheeler Environment & Infrastructure, Inc.**

Richard P. Leone  
Vice President/Raleigh Office Manager

Kenneth W. Ashe, P.E., PMP, CFM  
Program Lead





January 23, 2018

RE: State of North Carolina Department of Public Safety  
RFP #19-RFP-014128-WAX  
Hurricane Matthew Recovery – Project and Program Services and Management

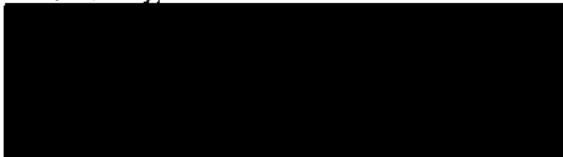
On behalf of BBFoster Consulting, PC we are pleased to provide this letter of commitment as a team member on the IEM team for RFP #19-RFP-014128-WAX for the State of North Carolina Department of Public Safety Hurricane Matthew Recovery – Project and Program Services and Management.

It is our commitment to IEM and the State of North Carolina, that BBFoster Consulting, PC will provide the necessary expertise and resources to support the successful completion of Delivery Orders under this contract.

This letter also serves as documentation that BBFoster Consulting, PC is properly registered to do business in the State of North Carolina with the Secretary of State and is in good standing with the North Carolina Board of Examiners for Engineers and Surveyors.

We are looking forward to being on the team with IEM to be of service to the State of North Carolina.

Sincerely,



Bellandra Foster, Ph.D., P.E.  
President  
BBFoster Consulting, PC





**TEAM TITLE LLC**  
*A Full Service Title Agency*

Thomas E. Richards  
Attorney at Law  
trichards@teamttitlellc.com

69090 Highway 190 E. Service Road  
Suite 200  
Covington, LA 70433  
(985) 327-7227 ph  
(985) 327-7233 fax  
www.teamttitlellc.com

January 24, 2018

Innovative Emergency Management, Inc. ("IEM")  
2801 Slater Road, Suite 110  
Morrisville, NC 27560

RE: State of North Carolina Department of Public Safety  
RFP #19-RFP-014128-WAX (the "RFP")  
Hurricane Matthew Recovery – Project and Program Services and Management

Dear Sir or Madame:

Team Title, LLC is pleased to provide this Letter of Commitment to IEM for the Hurricane Matthew Recovery project referenced above (RFP #19-RFP-014128-WAX). Team Title is a full-service title and closing company that, in addition to its conventional business, has extensive experience in providing ownership verification, full title, scheduling, closing, appraisal, document preparation and title insurance services in support of CDBG recovery programs like the one referenced above.

If awarded, Team Title commits to providing the services required to support the successful completion of tasks that will be required pursuant to the contract contemplated by the RFP.

Team Title is excited to support the proposal submitted by IEM by providing any services within its area of expertise; including but not limited to, ownership verification, full title searches, title curative work, grant execution closings, acquisition/buy-out closings, appraisals, document preparation and title insurance services.

We look forward to working with you on this exciting endeavor.

Sincerely,

Thomas E. Richards

Owner/Attorney

TER/sfl





January 23, 2018


RE: State of North Carolina Department of Public Safety  
RFP #19-RFP-014128-WAX  
Hurricane Matthew Recovery – Project and Program Services and Management

219 Group is pleased to provide this Letter of Commitment to IEM for the Hurricane Matthew Recovery project (RFP #19-RFP-014128-WAX). 219 Group is a veteran-owned marketing, advertising, and public relations agency that creates innovative, big ideas and delivers solutions to help our clients share their vision and tell their stories. We are a team of creative talent, digital gurus, storytellers, and masters of marketing. Our marketing and advertising solutions range from brand development, media services, creative, public relations, social media, analytics, lead generation and digital marketing.

If awarded, 219 Group commits to providing the services required to support the successful completion of tasks under this contract.

219 Group is excited to support this proposal submitted by IEM by providing public relations services coupled with creative/design, media services, social media, and digital outreach services. We look forward to working with you on this exciting endeavor.

Sincerely,

  
Kirk DeViere  
President



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**ATTACHMENT A: INSTRUCTIONS TO VENDORS**

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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 delivery at the designated office by the designated time.
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. If either a unit price or an extended price is obviously in error and the other is obviously correct, the incorrect price will be disregarded.
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 sign EXECUTION PAGE in the indicated space will render proposal non-responsive, and it shall be rejected.
6. **ORDER OF PRECEDENCE:** In cases of conflict between specific provisions in this solicitation or those in any resulting contract, 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 in Sections 4, 5 and 6 of this RFP; (3) North Carolina General Contract Terms and Conditions in ATTACHMENT B: NORTH CAROLINA GENERAL CONTRACT TERMS AND CONDITIONS; (4) Instructions in ATTACHMENT A: INSTRUCTIONS TO VENDORS; and (5) Vendor's Proposal.
7. **INFORMATION AND DESCRIPTIVE LITERATURE:** Vendor shall furnish all information requested and in the spaces provided in this document. Further, if required elsewhere in this proposal, each Vendor must submit with their proposal sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous proposal or available elsewhere will not satisfy this provision. Proposals that do not comply with these requirements shall be subject to rejection without further consideration.
8. **SUSTAINABILITY:** To support the sustainability efforts of the State of North Carolina we solicit your cooperation in this effort. Pursuant to Executive Order 156 (1999), it is desirable that all responses meet the following:
  - 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.

9. **HISTORICALLY UNDERUTILIZED BUSINESSES:** Pursuant to General Statute 143-48 and Executive Order #150 (1999), 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.
10. **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. The "Principal Place of Business" is defined as that principal place from which the trade or business of the Vendor is directed or managed.
11. **CONFIDENTIAL INFORMATION:** To the extent permitted by applicable statutes and rules, the State will maintain confidential trade secrets 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 or 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.
12. **PROTEST PROCEDURES:** When a Vendor wishes to protest a Contract resulting from this solicitation that is 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 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.
13. **MISCELLANEOUS:** Masculine pronouns shall be read to include feminine pronouns, and the singular of any word or phrase shall be read to include the plural and vice versa.
14. **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 and/or award of the Contract that is the subject of this RFP. Vendors not in compliance with this provision may be disqualified, at the option of the State, from the Contract award. Only those communications with the using agency or issuing agency authorized by this RFP are permitted.
15. **TABULATIONS:** Proposal 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 proposal number, and then search. Tabulations will normally be available at this website not later than one working day after the proposal 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.

16. **VENDOR REGISTRATION AND SOLICITATION NOTIFICATION SYSTEM:** The North Carolina electronic Vendor Portal (eVP) allows Vendors to electronically register free with the State to receive electronic notification of current procurement opportunities 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 <https://www.ips.state.nc.us/>
17. **WITHDRAWAL OF PROPOSAL:** a Proposal may be withdrawn only in writing and actually received by the office issuing the RFP prior to the time for the opening of Proposals identified on the cover page of this RFP (or such later date included in an Addendum to the RFP). A withdrawal request must be on 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.
18. **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 this RFP and in formal Addenda issued through IPS.
19. **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 prior to award.
20. **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.
21. **SUBCONTRACTING:** Unless expressly prohibited, a Vendor may propose to subcontract portions of the work to identified subcontractor(s), provided that its proposal clearly describe what work it plans to subcontract and that Vendor includes in its proposal all information regarding employees, business experience, and other information for each proposed subcontractor that is required to be provided for Vendor itself.
22. **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 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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**ATTACHMENT B: NORTH CAROLINA GENERAL CONTRACT TERMS & CONDITIONS**

1. **PERFORMANCE AND DEFAULT:** If, through any cause, Vendor shall fail to fulfill in timely and proper manner the obligations under this contract, the State shall have the right to terminate this contract by giving written notice to the Vendor and specifying the effective date thereof. In that event, all finished or unfinished deliverable items under this 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 on such materials. Notwithstanding, Vendor shall not be relieved of liability to the State for damages sustained by the State by virtue of any breach of this 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 reserves the right to require at any time a performance bond or other acceptable alternative performance guarantees from a Vendor without expense to the State.

In case 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 this 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 this contract for cause, and may act 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 material, quality, workmanship or performance of the goods or services offered prior to their delivery, it shall be the responsibility of the Vendor to notify, in writing, the Contract Lead at once, 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 this 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. All agencies participating in this 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:** The place of this Contract, its situs and forum, shall be North Carolina, where all matters, whether sounding in Contract or tort, relating to its validity, construction, interpretation and enforcement shall be determined.
6. **GOVERNING LAWS:** This Contract is made under and shall be governed, construed and enforced in accordance with the laws of the State of North Carolina, without regard to its conflict of laws rules.

7. **PAYMENT TERMS:** Payment terms are Net not later than 30 days after receipt of 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.
8. **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 by reason of race, color, religion, sex, national origin or disability.
9. **INTELLECTUAL PROPERTY 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 unpatented invention, articles, device or appliance delivered in connection with this contract.
10. **ADVERTISING:** Vendor agrees not to use the existence of this 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.
11. **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 this Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-49(9).
12. **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 this Contract.

13. **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. If any work is sub-contracted, the Vendor shall require the sub-Contractor to provide the same coverage for any of his employees engaged in any work under the Contract.
- 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 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 this 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 this 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.

14. **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 this 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 this 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 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 goods or services to the State. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Contract.
15. **INDEPENDENT CONTRACTOR**: Vendor shall be considered to be an independent contractor and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. Vendor represents that it has, or will secure at its own expense, all personnel required in performing the services under this contract. Such employees shall not be employees of, or have any individual contractual relationship with the State.
16. **KEY PERSONNEL**: Vendor shall not substitute key personnel assigned to the performance of this contract without prior written approval by the State's assigned Contract Lead. The individuals designated as key personnel for purposes of this contract are those specified in the RFP and persons identified in Vendor's proposal.
17. **SUBCONTRACTING**: Work proposed to be performed under this contract by the Vendor or its employees shall not be subcontracted without prior written approval of the State's assigned Contract Administrator. Unless otherwise indicated, acceptance of a Vendor's proposal shall include approval to use the subcontractor(s) that have been specified therein in accordance with paragraph 21 of Attachment A: Instructions to Vendor.
18. **TERMINATION FOR CONVENIENCE**: The State may terminate this contract at any time by providing \_\_\_\_ days' notice in writing from the State to the Vendor. In that event, all finished or unfinished deliverable items 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 services satisfactorily completed by the Vendor, less any payment or compensation previously made.
19. **CONFIDENTIALITY**: Any State information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under this contract shall be kept as confidential, used only for the purpose(s) required to perform this contract and not divulged or made available to any individual or organization without the prior written approval of the State.
20. **CARE OF PROPERTY**: The Vendor agrees that it shall be responsible for the proper custody and care of any property furnished it by the State for use in connection with the performance of this contract or purchased by or for the State for this contract, and Vendor will reimburse the State for loss or damage of such property while in Vendor's custody.

**21. PROPERTY RIGHTS:** All deliverable items and materials produced for or as a result of this contract shall become the property of the State, and Vendor hereby assigns all ownership rights in such deliverables, including all intellectual property rights, to the State; provided, however, that as to any preexisting works imbedded in such deliverables, Vendor hereby grants the State a fully-paid, perpetual license to copy, distribute and adapt the preexisting works.

**22. OUTSOURCING:** Any Vendor or subcontractor providing call or contact center services to the State of North Carolina 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 the work to a location outside the United States, or to contract with a subcontractor for the performance of any work, 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 performing services under a State contract to a location outside of the United States.

**23. 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 this contract, including those of federal, state, and local agencies having jurisdiction and/or authority.

**24. 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 thereto, 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.

**25. AMENDMENTS:** This contract may be amended only by a written amendment duly executed by the State and the Vendor. The NC Division of Purchase and Contract shall give prior approval to any amendment to a contract awarded through that office.

**26. WAIVER:** The failure to enforce or the waiver by the State of any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

**27. 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.

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

**29. ESCALATION CLAUSE:** Prices offered herein shall be firm for a period of one (1) year from the date of initial contract performance. If the contract provides for an option year(s) and the Department exercises that option(s), the contractor may request a price increase for that year but it must not exceed the change in points during the previous twelve (12) month period in the \*Consumer Price Index-All Items (All Urban Consumers: (1982-1984) or 5%, whichever is less. If the requested increase is in compliance with these specified limitations, the new price will be effective thirty (30) days from the date the request is received by the Department.

Consumer Price Index: U. S. Department of Labor, Bureau of Labor Statistics; [www.bls.gov](http://www.bls.gov)

30. **ALCOHOL/DRUG FREE WORK PLACE POLICY:** A copy of the Department's Alcohol/Drug Free Work Place Policy is attached (ATTACHMENT F) to this solicitation. The contractor shall use reasonable and good faith efforts to ensure that employees/staff are aware of the Department's policy. The contractor understands that its employees/staff are required to abide by these standards. The contractor further understands that possession, use, manufacture, or distribution of illegal drugs or alcohol in violation of this policy, by employees/staff participating in the performance of this contract, may result in immediate termination of this contract for cause.
31. **PREA:** "The NC Department of Public Safety is committed to a standard of zero-tolerance pertaining to unduly familiar or sexually abusive behavior either by another juvenile or by staff, volunteer, vendor, contractor or party. Staff, volunteers, vendors, contractors or parties are strictly prohibited from engaging in personal dealings or any conduct of a sexual nature with any inmate or juvenile. Conversation and conduct with any inmate or juvenile must be professional at all times. Sexual acts between a juvenile or inmate and staff, volunteer, vendor, contractor or party may violate North Carolina law. Additionally, sexual acts between a juvenile or inmate and staff member will contradict the standards of the federal Prison Rape Elimination Act of 2003 (PREA). Such acts also may be punishable, at a minimum, as a Class E felony in North Carolina. Under North Carolina, consent of the inmate or juvenile may not available as a defense for an individual who is charged criminally based on sexual conduct with the inmate or juvenile. Also, pursuant to PREA standards, no juvenile or inmate can consent to engage in sexual activity with staff, volunteers, vendors, contractors or parties. Any contractual facility will comply with the national standards to prevent, detect, and respond to PREA (115.12, 212, 312) and permit the Department to monitor this aspect of the contract to ensure compliance with the PREA standards.

As a valued partner with DPS, it is important to remember that if you become aware of a report of any incidents of unduly familiar or sexually abusive behavior or sexual harassment, you have a duty to report this information immediately to your contact person with the Agency, by email to [prea@ncdps.gov](mailto:prea@ncdps.gov), or the DPS Communications office at (800) 368-1985.

Additionally, it may violate North Carolina law to sell or give an inmate or juvenile any alcoholic beverages, barbiturate or stimulant drug, or any narcotic, poison or poisonous substance, except upon the prescription of a physician; and it may violate North Carolina law to give an inmate or juvenile any tobacco or tobacco products, alcohol, or cell phones. It may also violate NCDPS policy to convey to or take from any juvenile or inmate any letters, or verbal messages; to convey any weapon or instrument by which to effect an escape, or that will aid in an assault or insurrection; to trade with any inmate for clothing or stolen goods or to sell any inmate any article forbidden by NCDPS policy.

By signing this document, you acknowledge that you understand and will abide by this policy as outlined above."

32. Vendor Shall comply with current federal laws, suspension and debarment regulations pursuant 2 CFR 200 Sub-part F and OMB Circular A-133 which states in pertinent part that "effective November 26, 2003, when a non-federal entity enters into a covered transaction with an entity at a lower tier, the non-federal entity must verify that the entity is not suspended or debarred or otherwise excluded.

Vendor shall be responsible to ensure that it has checked the federal System for Awards Management (SAM)

<https://www.sam.gov/portal/SAM> and the State Debarred Vendors Listing,

<http://www.pandc.nc.gov/actions.asp> to verify that contractors or sub-Recipients have not been suspended or debarred from doing business with federal or State government".



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**ATTACHMENT C: PRICING**

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*Cost should be detailed with unit costs and summary cost for each of the proposed deliverables. The costs should be detailed, at a minimum, by the following:*

- o Personnel costs (including hourly rates and total hours)*
- o Travel and Subsistence Expenses*
- o Subcontractor Costs (if any)*
- o Other Costs (e.g., office expenses)*
- o Total Cost by Tasks listed in the Scope Section*

**Total Not To Exceed Cost - \$ 17,207,770**

*(This number represent the maximum amount for all work to be performed based on the information provided under the Information section)*



**ITEM**  
Submitted for  
**Hurricane Matthew Recovery - Project and Program Services and Management**  
Submitted to  
**State of NC Department of Safety**  
**RFP#: 19-RFP-014128-WAX**

Labor Category	Bill Rate	Task 1 (per pgt17 of Addendum)		Task 2		Task 3		Task 4		Task 5		Task 6		Task 7		Total Estimated Costs
		Hrs	Eligibility Requirements	Duplication of Benefits	Site Inspections	Lead-based Paint Testing	Project Specific Environmental Reviews (Tier Two Only) *	Monthly Project Management	Monthly Case Management	Hrs	\$	Hrs	\$	Hrs	\$	
<b>ITEM Labor</b>																
Project Executive - IEM	\$ 250.00		\$0	\$0	\$0	\$0	\$0	\$0	\$0	8.0	\$2,000	8.0	\$2,000		\$0	
Project Manager	\$ 175.00		\$0	\$0	\$0	\$0	\$0	\$0	\$0	160.0	\$28,000	160.0	\$28,000		\$0	
Manager	\$ 125.00		\$0	\$0	\$0	\$0	\$0	\$0	\$0	480.0	\$60,000	480.0	\$60,000		\$0	
Lead	\$ 117.00		\$0	\$0	\$0	\$0	\$0	\$0	\$0	640.0	\$74,880	640.0	\$74,880		\$0	
Reporting Analyst	\$ 100.00		\$0	\$0	\$0	\$0	\$0	\$0	\$0	160.0	\$16,000	160.0	\$16,000		\$0	
Administrative Specialist	\$ 60.00		\$0	\$0	\$0	\$0	\$0	\$0	\$0	160.0	\$9,600	160.0	\$9,600		\$0	
Case Worker 3	\$ 105.00	3.0	\$315	\$105	\$0	\$0	\$0	\$0	\$0		\$0		\$0		\$0	
Case Worker 2	\$ 80.00		\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0		\$0		\$0	
Inspector	\$ 100.00		\$0	\$0	\$0	\$0	\$0	\$0	\$0	6.0	\$600		\$0	4.0	\$320	
<b>Total ITEM Labor</b>			\$315	\$105	\$800	\$900	\$600	\$190,480			\$600		\$190,480		\$320	
<b>Subcontractor Labor</b>																
Advisor	\$ 225.00		\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0		\$0		\$0	
Lead	\$ 117.00		\$0	\$0	\$0	\$0	\$0	\$0	\$0	16.0	\$3,600		\$0		\$0	
Case Worker 3	\$ 105.00	2.0	\$210	\$105	\$0	\$0	\$0	\$0	\$0	480.0	\$56,160		\$0		\$0	
Case Worker 2	\$ 80.00		\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0		\$0	2.0	\$160	
<b>Subcontractor Labor Total</b>			\$210	\$105	\$400	\$0	\$0	\$0	\$0		\$0		\$0		\$160	
<b>Total Personnel Hours/Costs</b>		5.0	\$525	\$210	\$1,200	\$1,300	\$800	\$250,240		8.0	\$200	2104.0	\$250,240	6.0	\$480	
<b>Other Costs</b>			\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0		\$0		\$0	
<b>Total Travel</b>			\$0	\$0	\$0	\$0	\$0	\$0	\$0		\$0		\$0		\$0	
<b>Not to Exceed Unit Quantity</b>		2,906			2,052	1,753	2,052					18		8,718		
<b>Unit Price</b>		\$525		\$210	\$1,200	\$1,300	\$800					\$250,240		\$480		
<b>Total Not To Exceed Cost</b>			\$1,525,650	\$610,260	\$2,462,400	\$2,278,900	\$1,641,600	\$4,504,320			\$1,641,600		\$4,504,320		\$4,184,640	\$17,207,770

\* Does not include Tier One Environmental Costs

**Assumptions**

A Case Management Unit is one month of case management for a case that is active in that month  
Case Management Not to Exceed Unit Calculations Equal 2,906 cases averaging three active months per case = 8,718 case mgmt unit.  
Project Management Unit is a monthly not to exceed unit assuming the program lasts 18 months.  
Cost does not include call center per Q&A # 73.  
Prices are valid for all three years of the contract  
Not to Exceed Quantities in Tasks 1 through Task 5 per RFP Page 5 Grand Totals.





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

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

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

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

1. List the location(s) outside the United States where work under this Contract will be performed by the Vendor, any sub-Contractors, employees, or other persons performing work under the Contract:
  
2. Describe the corporate structure and location of corporate employees and activities of the Vendor, its affiliates or any other sub-Contractors that will perform work outside the U.S.:

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

State of North Carolina

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*This Space is Intentionally Left Blank*



**ATTACHMENT E: CERTIFICATION OF FINANCIAL CONDITION**Name of Vendor: Innovative Emergency Management, Inc.

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: 12/31/2016

- ☒ 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

Dan Michael

Printed Name

01/25/2018

Date

Chief Financial Officer

Title

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





















































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**ATTACHMENT F: ALCOHOL/DRUG-FREE WORK PLACE POLICY**

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**POLICY**

It is the policy of the Department of Public Safety to provide a work environment free of alcohol and drugs in order to ensure the safety and well-being of employees, correctional clientele, and the general public. All employees of the Department of Public Safety, including permanent full-time, trainee, and permanent part-time, permanent hourly, probationary, and temporary shall abide by this policy.

**PURPOSE**

This document is intended to advise managers and employees of the guidelines of an alcohol/drug free work place, and to set out the penalties for violation(s) of the guidelines.

**PROCEDURES/OPERATIONAL GUIDELINES**

All employees of the Department of Public Safety are expected to be physically and mentally prepared and able to perform their assigned duties throughout the workday. No employee shall report to the work site impaired by or suffering from the effects of drugs or alcohol.

Individuals reporting for work under the influence or the effects of alcohol and/or drugs shall be issued discipline, up to and including dismissal, consistent with the policy governing personal conduct.

No employee shall manufacture, distribute, or dispense controlled substances (drugs/alcohol) at the work site or away from the work site. No employee shall use "across the counter" medication to the point of impairment while at the work site, or in any situation which may bring discredit to the Department. Use or abuse shall be viewed as personal misconduct and shall be cause for immediate disciplinary action up to and including dismissal.

Possession of an illegal substance in any situation, at work or away from the work site shall be cause for discipline. Possession of controlled substances, i.e. Prescription medication or alcohol, must be in compliance with existing laws. Violations will result in discipline up to and including dismissal based on personal misconduct.

Employees who are arrested, detained, or served a warrant for any alcohol/drug related incident, at the work site or away from the work site have 24 hours to file a written report of the situation with the work unit supervisor/manager, i.e. Warden, Superintendent, Branch Manager. The work unit supervisor/manager shall make a recommendation for appropriate disciplinary action based on the facts of the case after conducting a thorough investigation.

If sufficient facts cannot be obtained due to pending litigation, the work unit supervisor/manager shall request, in writing, that any recommendation for disciplinary action be delayed until the court has disposed of the matter. Once the legal proceedings have been completed, the employee shall furnish a certified copy of the court disposition within 48 hours of the judgment. The recommendation for discipline shall be made at this time, if not previously addressed.

Any conviction of a drug or alcohol related offense, which occurred at the work site, shall be reported to the federal government by the Personnel Office; therefore, such offenses shall be reported to the Personnel Office by the appropriate manager so that the Personnel Office may comply with the requirement.

The Department of Public Safety utilizes the State Employee Assistance Program (EAP) administered through the Office of State Personnel. The EAP provides employees with a comprehensive referral service to aid in coping with or overcoming personal problems, including drug and alcohol problems. Consultants with the State EAP will provide managerial/supervisory training and coordinate employee orientation.



**ATTACHMENT G: CERTIFICATION REGARDING LOBBYING**

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

1. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative, agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federally funded contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form SF-LLL, "Disclosure of Lobbying Activities/Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) who receive federal funds of \$100,000.00 or more and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

  
**Authorized Signature**

Innovative Emergency Management, Inc.  
**Firm**

Chief Financial Officer  
**Title**

01/25/2018  
**Date**



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**ATTACHMENT H: CERTIFICATION REGARDING DEBARMENT, SUSPENSION,  
INELIGIBILITY VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS**

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**Note:** The phrase "prospective lower tier participant" means providers under contract with the NCEM.

1. By signing and submitting this document, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originate may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549, 45 CFR Part 76, 44 CFR Part 67. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter any lower tier covered transaction with a person who is debarred, suspended, determined ineligible or voluntarily excluded from participation in this covered transaction unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this document that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency of which it determines the eligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized in paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension, and/or debarment.
10. The prospective lower tier participant certifies, by submission of this document, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from participation in this transaction by any federal or state department or agency.
11. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.



**Authorized Signature**

Chief Financial Officer

**Title**

Innovative Emergency Management, Inc.

**Firm**

01/25/2018

**Date**



**ATTACHMENT I: EXECUTION OF LETTER OF QUALIFICATIONS**

By submitting and agreeing to terms and conditions of this Request for Proposals/Request for Qualifications, the undersigned Firm certifies the following:

- ☒ The Firm's Letter of Qualification is signed by representatives authorized to legally bind the Firm.
- ☒ The Firm is willing and able to obtain and furnish insurance certificates required by this Request for Proposals/Request for Qualifications within 10 calendar days after signing of the contract.
- ☒ All costs will be mutually agreed upon and included in subsequent Delivery Orders.
- ☒ The Firm 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: 12/31/2016
- ☒ The Firm has no outstanding liabilities, including tax and judgment liens, to the Internal Revenue Service or any other government entity.
- ☒ The Firm is current in all amounts due for payments of federal and state taxes and required employment-related contributions and withholdings.
- ☒ The Firm is not the subject of any current litigation or 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 or Agreement.
- ☒ The Firm attended the pre-submittal conference and is aware of prevailing conditions associated with performing the work and services set forth in this Request for Proposals/Request for Qualifications.
- ☒ If applicable, Firm can and will provide the specified performance bond or alternate performance guarantee
- ☒ The Firm has read and understands the terms and conditions set forth in this Request for Proposals/Request for Qualifications and agrees to each of them without exception.
- ☒ He or She is authorized to make the foregoing statements on behalf of the Firm.

**Note:** This is a continuing certification and Firm shall notify the Contract Administrator within fifteen (15) days of any material change to any of the representations made herein.

If any one or more of the foregoing is not checked or initialed, Firm shall explain the reason in attached page(s).

Therefore, in compliance with State of North Carolina Request for Proposals/Request for Qualifications # 563-00005, dated January 2, 2018, and subject to the acceptance of the Firm's offer by the North Carolina Emergency Management and subject to all terms and conditions set forth therein, the undersigned Firm offers and agrees to furnish the work and services described in this Request for Proposals/Request for Qualifications which will be set forth in subsequently issued Delivery Orders.

FIRM/OFFEROR: Innovative Emergency Management, Inc.

STREET ADDRESS: 2801 Slater Road, Suite 110

MAILING ADDRESS: P.O. Box 110265

CITY, STATE, ZIP CODE: Morrisville, NC 27560-8477

Durham, NC 27709-5265

TELEPHONE NUMBER: (919) 990-8191

Fax: (919) 237-7468

FEDERAL EMPLOYER IDENTIFICATION NUMBER: 72-1045884

E-Mail: contracts@iem.com

Will any of the work under this contract be performed outside the United States?  
(If yes, describe in technical proposal.)

☐ Yes

☒ No

**N.C.G.S. § 133-32** prohibits the offer to, or acceptance by, any State Employee 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 any response in this procurement, you attest, 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.

BY:

{Corporate SEAL}

Dan Michael

Corporate Secretary

(Print Name)

Ted Lemcke

(Print Name)

Title: Chief Financial Officer

DATE: 01/25/2018

DATE: 01/25/2018

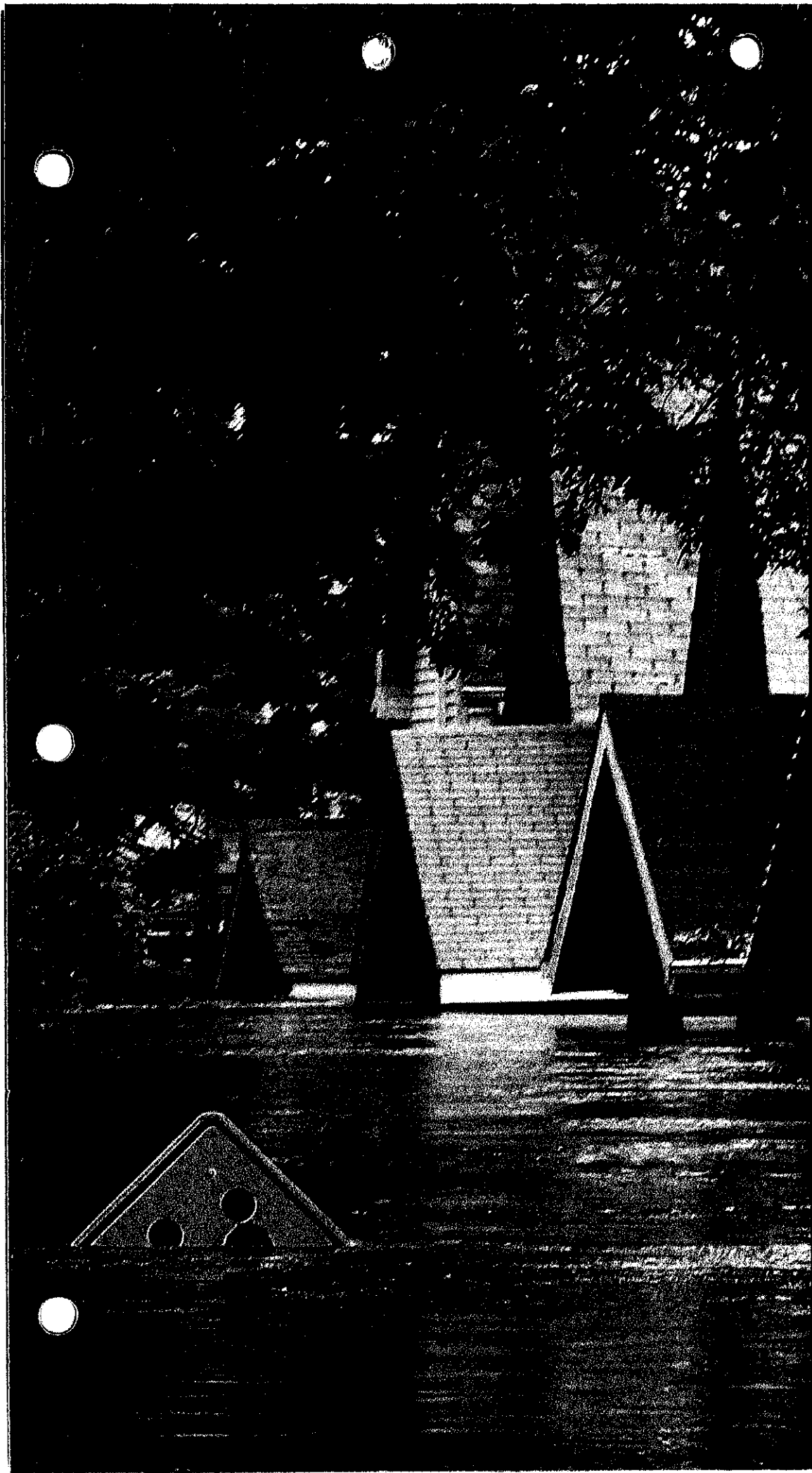
THE EXECUTION OF LETTER OF QUALIFICATIONS PAGES MUST BE SIGNED AND INCLUDED IN YOUR PROPOSAL.

Unsigned proposals will not be considered for an award.

This document last modified by (BLK01) 11/13/17



# TECHNICAL PROPOSAL



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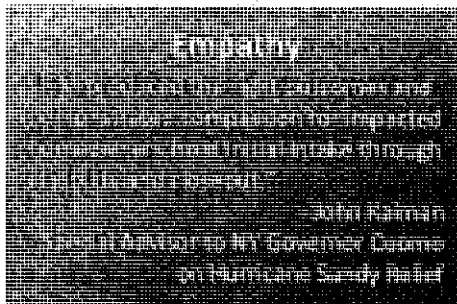
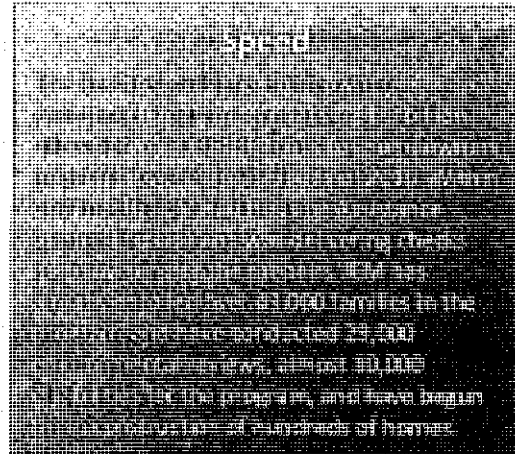
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## Introduction

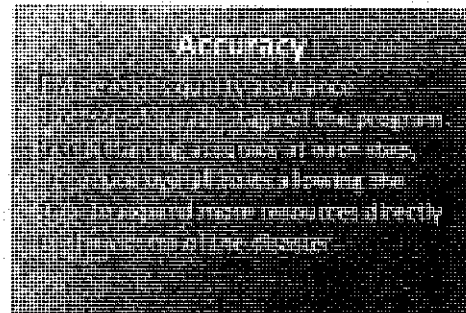
ITEM is a North Carolina headquartered comprehensive emergency management and disaster recovery firm. As the largest woman-owned firm specializing in these areas in the United States, ITEM has decades of supporting states and localities in implementing disaster recovery programs funded by Federal, State, and local funding sources. Through this experience highlighted in the timeline in this section, we know the elements necessary to make communities whole again – **speed, empathy, accuracy, and compliance**. We will focus on these elements as we work closely with all of the stakeholders in North Carolina involved in the Hurricane Matthew recovery.

- **Speed is of the essence** – Hurricane Matthew survivors have suffered enormously and they want desperately to get back to their lives. As with each major disaster we assist with, we aim to do **more, do it better, and do it faster**.



- **Empathy is necessary** – Even while helping the survivors move quickly through the tangle of red tape of federal disaster recovery programs, we cannot forget that they are hurting. We build in empathy for survivors into our Methodology because the last thing North Carolina needs are citizens walking away from federal assistance because the program and people appear intimidating.

- **Accuracy** results from our focus on quality management and making data-driven decisions where possible. When we improve processes and provide more accurate data, the costs of rework are reduced and more of the grant money goes for recovery.



- **Compliance is a mandate** – Federal funds come with stringent regulations and rules. Compliance is necessary to ensure that at the end, no funds are clawed back.

**IEM's commitment to success for North Carolina begins with these IEM beliefs:**

**Focus on Outcomes** – IEM's defining value is **Outcomes** – we are laser focused on **results**. Early in the process of a delivery, we ask the customer and key stakeholder how they define success. These outcomes guide us in designing the program(s) and delivering those outcomes. We measure ourselves against these outcomes and we deliver against them. Our 33 years of work in disaster management is testimony to that. We commit ourselves to understanding what NCEM needs and defines as success.

**Leave the Region Better than the Disaster Found it** – Disasters and crises are opportunities to address social and economic inequalities and to generate programs to build back stronger, better, and with greater resiliency for the future. The social impacts of a successful and fully leveraged recovery are far reaching. At IEM, we understand these benefits for States.

**Start with Strong Leadership** – The most important ingredient in exemplary service is our people. We start with the right leader – who has a passion to deliver the outcomes that our customer needs, and who has the deep subject matter knowledge to know how to deliver those outcomes. **Tiffany Crane** will serve as the IEM Project Manager and direct interface with NCEM. She brings 15+ years of professional, legal and disaster recovery and specializes in organizational management of housing programs and is well versed in the CDBG-DR program. She will report to IEM executive **Jon Mabry**, a seasoned professional in CDBG-DR responsible for leading major CDBG-DR housing programs. Under Ms. Crane will be three groups. Leading Program Management will be **Sean Almonte** who is a former housing director with eight years of experience leading teams in affordable housing project development using CDBG-DR funding. **Michael Ducatte**, licensed general residential construction contractor in North Carolina, with experience in CDBG-DR will head Damage Assessments and Inspections. **Tim Lagudi** will lead the Case Management Team and brings previous large CDBG-DR housing programs experience and understands the CDBG-DR eligibility requirements.

**Live, Work, Serve Local** – Location, location, location – what is true of real estate is also true of customer service. IEM headquarters is located in Morrisville, North Carolina. Even some of IEM staff were impacted by Hurricane Matthew's devastation. Because of our geographical location, our responsiveness will be even **greater than usual** and our IEM staff are easily deployable around North Carolina.

**Experience Cannot Be Imitated** – As shown by the timeline on the next page, IEM has extensive experience supporting multiple states with major disaster recovery programs ranging to the billions of dollars of grants. Our teaming partners also provide proven expertise and have a North Carolina presence. Our partners include Tetra Tech, Team Title, LLC, Plexos Group, Amec Foster Wheeler, BBFoster Consulting, PC, O.R. Colan Associates, and The 219 Group, LLC.

**Innovation Breeds Solutions** – The IEM Team will start quickly by integrating best practices from our disaster recovery experience in New York, Florida, New Jersey, North Carolina, Mississippi, Texas, Louisiana and a number of other locations. We offer a low-risk, reliable startup approach because our proven startup deliverables can be adapted to meet the Program's needs. We will focus on easing the burden on the victims by applying our One Doc, One Knock model to gather all the necessary information for the various phases at one time. This improves the accuracy of the process and allows us to focus on more recovery tasks as opposed to data gathering tasks which frustrate the victims.

**Start with a Smooth Transition** – In both New York and New Jersey, IEM integrated our support into recovery programs that were already underway and processing applicants, so we have direct experience in managing a seamless transition into operations already underway.

IEM believes in providing the highest quality service as shown by our history with major disaster recovery efforts. We bring that commitment and expertise to the citizens of North Carolina.

## IEM's Recovery Experience

### Florida

(September 2017, FEMA DR 4337 Hurricane Irma)

Providing DR management and compliance consulting services to subgrantees to comply with requirement of 2 CFR 200 Super Circular and identify all eligible emergency and permanent work.

### New York

(January 2017 FEMA 4085 DR, Hurricane Sandy)

Provided CDBG-DR subject matter expertise and TA to the New York City Housing Authority. Provided policy and compliance-related guidance for the CDBG-DR, FEMA 428 and HMGP, and Insurance awards.

### Louisiana

(March 2016, FEMA-DR-4263, FEMA-DR-4277 Severe Storms and Flooding)

Providing PA and HM TA for all open disasters. Extensive damage to private and public property and critical infrastructure is almost at \$90M in eligible losses and expenditures under the PA Program state-wide, and rising.

### New York

(March 2014 FEMA-4085-DR, Hurricane Sandy)

Provided Program Management services to the \$1.75B CDBG DR Housing Program, New York Rising, serving nearly 12,000 homeowners.

### Georgia

(Summer 2009, FEMA 1858 DR, Severe Storms and Flooding)

Sent Emergency Management and PA Recovery SMEs within 24 hours to assist with response efforts, EOC support, damage assessment, recovery strategy, and PA project formulation.

### Iowa

(Summer 2008, FEMA-1763-DR, Severe Storms, Tornadoes, and Flooding)

IEM helped Iowa's Homeland Security and Emergency Management Division to receive unprecedented disaster funding.

### New York

(Winter 2008, FEMA 1827 DR, Severe Winter Storm)

Provided senior special staff to the FEMA JFO to resolve issues with EMMIE and improve interoperability of project accounting.

### New York

(2006-2007, FEMA 1650-DR, FEMA-1670-DR, FEMA-1692-DR)

Served as an integral part of day-to-day activities in the Planning Section onsite at the FEMA JFO.

### Louisiana

(2005, FEMA-1603-DR, FEMA-1607-DR, Hurricanes Katrina and Rita)

Managed and operated the pre-closing, compliance and monitoring, and anti-fraud departments of the Small Rental Property Program. IEM was instrumental in designing the Initiative Option, which allowed applicants to receive funding prior to construction.

### Louisiana

(April 2017, FEMA-DR-4263, FEMA-DR-4277 Severe Storms and Flooding)

Leads \$1.3B Restore Louisiana CDBG-DR funding housing restoration program designed to address unmet housing needs.

### North Carolina

(October 2016, FEMA-DR-4285 Hurricane Matthew)

Providing DR management and compliance consulting services to PA subgrantees. Identifying eligible work far exceeding funding estimates under the FEMA PA Program.

### New Mexico

(September 2014, FEMA-DR-4199, Severe Summer Storms and Flooding)

Assisted Eddy County with PDAs, site inspections, and documentation for reimbursement under the PA Program amounting to \$63.6M in PA and 406 Hazard Mitigation funding for 111 miles of county roads.

### New York

(2012, FEMA 4085 DR, Hurricane Sandy)

Provided over 150 staff or PA program and HMGP support to determine damage costs, PW development, and developed over 2,500 HMGP eligible sub-grants in excess of \$5B. Continues to manage the HMGP grants in excess of \$1.45B implementing \$1.75B CDBG-DR Global Match strategy. Updated the Standard State Multi-Hazard Mitigation Plan in 2013 and in process of the 2018 enhanced update.

### Missouri

(Winter 2009, FEMA-1822-DR, Severe Winter Storm)

Helped perform the IA and PA PDAs that led to a FEMA disaster declaration. IEM personnel were on the ground within 48 hours of the order.

### Indiana

(Summer 2008-2009, FEMA 1766 DR and FEMA 1795 DR, Severe Storms and Flooding)

Provided PA activities by evaluating damages, submitting PWs, and developing scopes of work. Consulted on ways to leverage PA and HMGP to achieve more comprehensive mitigation solutions.

### Virginia

(Summer 2006, FEMA 1655 DR, Severe Storms, Tornadoes, and Flooding, and FEMA 1661 DR, Tropical Depression Ernesto)

Provided Emergency Standby Services for PA activities by evaluating damage, submitting related PWs, and developing scopes of work for repairs.

### Louisiana

(2005, FEMA-1603-DR, FEMA-1607-DR, Hurricanes Katrina and Rita)

Supported the Road Home Program's mitigation efforts. Wrote the \$1.4B grant application that enabled CDBG funds to be used as the state match.

### Gulf Coast

(Summer 2005, FEMA 1603 DR, FEMA 1604 DR, FEMA 1605 DR, FEMA 1606 DR, FEMA 1607 DR)

IEM deployed more than 100 SMEs to support response and recovery efforts for Hurricanes Katrina and Rita to LA, TX, MS, AL, FEMA Regions IV and VI, and FEMA HQ.

# Corporate Organization and Experience

## CORPORATE BACKGROUND

### IEM

Founded in 1985, IEM is the largest woman-owned disaster management company in the world. IEM is a CDBG-DR industry leader, especially in CDBG-DR housing programs. Many companies may claim CDBG-DR housing experience, but there is only one company and its personnel that have successfully delivered three of the largest CDBG-DR housing programs launched after catastrophic events, and brought them to completion without a single blemish on their record. Jon Mabry, IEM's Vice President for Disaster Recovery, led the State of Mississippi's \$5.4 billion CDBG-DR funded housing programs, completing housing recovery for over 40,000 homes. He is the only contractor executive with the proven experience of restoring 40,000 homes after a major disaster.



According to a senior HUD official, IEM personnel have supported bigger and more innovative projects combining federal and state funds for New York State than has been done in any past disaster. Our philosophy combines deep knowledge of disaster fund requirements with a commitment to find a solution that meets the state or local client's recovery and resiliency needs. IEM Program Management focuses on understanding how the client defines success and helping the client achieve it collaboratively. Most of our customers are repeat customers, as we have built trust with them through dedication, innovation and accomplishment of results. We continue to raise the bar of excellence in providing faster, more accurate, and more customer-focused solutions. We have been providing CDBG-DR services to the Louisiana Office of Community

Development (OCD) and Louisianans following the state's extensive 2016 flooding, and there, too, we have made swift progress in ramping up to provide \$1.7 billion in funding to homeowners for rebuilding their homes. We will bring the same standard of excellence to North Carolinian's who are still seeking relief nearly two years after Hurricane Matthew.

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### Points of Contact

#### Primary POC

*Kerry Cassidy – 919.237.7535; [contracts@iem.com](mailto:contracts@iem.com)*

#### Technical POC

*Jon Mabry – 225.952.8280; [jon.mabry@iem.com](mailto:jon.mabry@iem.com)*

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### Subcontractors

IEM has teamed with highly experienced disaster recovery subcontractors to support NCEM and homeowners of North Carolina. Our team specializes in disaster recovery programs such as CDBG-DR, HMGP, DRA. We will provide outstanding service through program management, eligibility and duplication benefit analyses, inspections, lead-based paint testing, environmental review, and case management. Several of these subcontractors are locally owned, woman-owned, and/or veteran owned businesses and certified small businesses, helping HUD reach its participation goals.

We have identified the areas of the scope of work to which each company will contribute, as detailed below.



	ELIGIBILITY DETERMINATION	DUPLICATION OF BENEFIT	SITE INSPECTION & DAMAGE ASSESSMENT	LEAD-BASED PAINT TESTING	ENVIRONMENTAL REVIEWS	PROGRAM MANAGEMENT	CASE MANAGEMENT
IEM	●	●	●	●	●	●	●
Tetra Tech	●	●	●	●	●	●	●
Plexos Group	●	●	●	●	●	●	●
AmecFW			●	●	●		●
BBFoster							●
O.R. Colan							●
Team Title	●						●
219 Group						●	

Figure 1: Scope of Work Allocation. IEM's subconsultants will provide support in all areas of the Scope of Work.

### Tetra Tech

Tetra Tech, Inc. (Tetra Tech) is a leading provider of consulting, engineering, and technical services worldwide. Founded in 1966, Tetra Tech is one of the leading firms in the nation in the field of emergency management and community resilience, serving more state, local, and private-sector clients than any other single company. Their service portfolio includes the full spectrum of emergency management services, including mitigation, prevention, preparedness, response, and recovery. Tetra Tech has extensive experience working with HUD environmental procedures. These services have included preparation of 87 environmental assessments (EA), 33 Categorical Exclusions Subject to 58.36 (CEST), 27 statutory worksheets, over 15,000 Tier 2 CESTs, and historic reviews for about 8,900 properties, most of which were done for CDBG-DR projects. Tetra Tech's experience preparing HUD National Environmental Policy Act (NEPA) documents and Environmental Review Records (ERR) demonstrates our experience and working knowledge of the HUD NEPA regulations (under Code of Federal Regulations [CFR], Title 24, Part 58). Tetra Tech's HUD environmental review documents have addressed disaster recovery programs and similar projects, infrastructure, economic development, and housing programs for municipalities and other governmental entities.



### Plexos Group

The Plexos Group, LLC (Plexos) has extensive experience with HUD CDBG-DR funding, program design, project management, policy development, regulatory assistance, compliance, quality assurance and control, data analytics and reporting, and information technology. Plexos has completed work similar in size and scope to this RFP for several municipal, state, and federal agencies. Plexos has been awarded and has managed programs exceeding \$10 billion, and their staff, which has more than 100 years of combined experience in managing disaster recovery programs, have successfully managed programs totaling more than \$25 billion.



*Amec Foster Wheeler*

Amec Foster Wheeler Environment & Infrastructure, Inc. (AmecFW) is one of the world's largest engineering consulting firms with more than 29,000 employees around the globe. Headquartered in Atlanta, GA, AmecFW is an environmental consulting, engineering and design, and construction company operating with more than 3,300 professionals in 90 locations across the US. Serving the clean energy, federal, industrial, pharmaceutical, mining, oil & gas, transportation, and water sectors, we provide services to both public and private clients worldwide. With access to more than 570 professions with expertise in the services required in this RFP, including post disaster recoveries for Hurricanes Katrina and Sandy, Nashville TN, CSX Railroads, and Colorado flooding. AmecFW is truly capable of providing local recovery service with global depth. In North Carolina, AmecFW currently has 35 professionals ready to support NCEM.

*BBFoster Consulting, PC*

BBFoster Consulting, PC (BBFoster) is a North Carolina based professional services corporation started in 2014 with a focus on civil engineering, program management, construction management, infrastructure inspection, technical assistance and utility coordination. The staff of BBFoster has served in quality control and construction management, QA/QC compliance, in addition to infrastructure and facility construction inspection. Their staff of professionals and field technicians are OSHA 10 and OSHA 30 certified. They have provided resilient redevelopment technical assistance in Wayne, Edgecombe, Sampson, Lenoir and Duplin Counties, in addition to providing QA/QC and case management for housing intake centers in Wayne and Edgecombe counties. BBFoster is strategically located to provide services for this NC DPS Program in eastern North Carolina. BBFoster is certified as an **NCDOT DBE, NC HUB Certified Business, and an SBA certified 8(a) corporation.**

*O.R. Colan Associates*

Founded in 1969, O.R. Colan (ORC) specializes in the implementation and oversight of land acquisition and relocation assistance programs in compliance with the Uniform Relocation Act (URA), for a variety of public agencies. ORC is a family owned, **Woman-owned business**, led by CEO Catherine Colan Muth, and her daughter, Karen Ammar as Chairman. ORC is recognized as an industry expert in implementing relocation assistance programs for public agencies in accordance with the Federal Uniform Relocation and Real Property Acquisition Policies Act of 1970 (Public Law 91-646, as amended) ("URA") and local regulations and laws. Their clients are primarily public agencies, including numerous transit authorities, 30 state departments of transportation, school authorities, over 100 airport authorities, HUD sponsored agencies and hundreds of local public agencies – like the North Carolina Department of Public Safety - nationwide. On average, ORC acquires more than 2,000 parcels and relocates more than 800-1200 occupants annually under the rules of the Uniform Relocation Act.



### *Team Title, LLC*

Team Title was formed in 2004 and since then has performed thousands of real estate transactions of all types. Although Team Title's business base has traditionally been residentially focused, it has performed numerous closing and related services for commercial transactions as well. For the past eight years, their focus has been on servicing the needs of various governmental agencies in connection with their title and closing needs. Team Title's work with governmental agencies has given them experience that makes them uniquely qualified to perform the scope of work the State has called for in the RFP—more specifically the sometimes complicated determination of property ownership that is needed for grant determination of grant eligibility. Team Title has developed systems necessary to handle huge closing volumes; understands the need for reporting and audit trail information in the context of governmental closing and title work; and has a firm knowledge base of CDBG regulations and their impact on the title search and closing processes.



**TEAM TITLE LLC**  
A Full Service Title Agency

### *The 219 Group, LLC*

219 Group is a **veteran-owned** marketing, advertising, and public relations agency based in Fayetteville, NC that creates innovative, big ideas and delivers solutions to help our clients share their vision and tell their stories. A team of creative talent, digital gurus, storytellers, and masters of marketing, 219 Group offers a full suite of marketing services to help clients of all sizes, budgets, and types achieve their desired results. 219 Group's marketing and advertising solutions range from brand development, media services, creative, public relations, social media, analytics, lead generation and digital marketing.



## **DOCUMENTATION AND LICENSES**

Copies of documentation that illustrate that each company on the team is registered to do business in North Carolina with the Department of the Secretary of State, along with any applicable licenses, are provided in Part 3 of this proposal, **Documentation**.

## **EXAMPLES OF SIMILAR WORK**

On the following pages, please find a selection of projects from within the last five years where IEM and our teammates have performed work identical or similar to the scope specified in the Department of Public Safety RFP.

Company Name	Contact Name	Telephone Number
New York State Division of Homeland Security and Emergency Services	Richard Lord, State Hazard Mitigation Officer & Chief of Mitigation Programs	(518) 292-2370 Richard.Lord@dhses.ny.gov
New York Governor's Office of Storm Recovery	Jon Kaiman, Governor Cuomo's Special Advisor for Hurricane Sandy	(516) 351-8411 jonkaiman@yahoo.com
State of Louisiana	Mark Cooper, Governor's Chief of Staff	(225) 342-7015 Mark.Cooper@la.gov

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## Restore Louisiana Housing Recovery Program Management – State of Louisiana

Louisiana's \$1.7 billion CDBG-DR allocation is the largest (and the only above \$1 billion) made since those for Hurricane Sandy.

### Period of Performance:

- April 2017-Present

### Size of Project:

- \$1.7 billion CDBG-DR allocation

### Original Estimated Costs:

- \$308,000,000

### Final Product Cost:

- N/A (project ongoing)

Until a few months ago, Louisiana's 2016 floods were widely considered the most destructive incidents to strike the U.S. since Hurricane Sandy. The "1000-year" floods came from storms that dumped four times as much water on the state as Hurricane Katrina had. Over 100,000 homes were severely damaged, and a dozen river gauges recorded new record flood levels by as much as 5+ feet above previous records.

Since April 2017, IEM has provided program management services by implementing Louisiana's CDBG-DR-funded housing recovery. Under Jon Mabry's leadership as Program Executive Director, IEM is providing the full lifecycle of program operations, from intake and eligibility determination through closeout. IEM's scope includes construction management—overseeing a State pool of construction contractors as well as serving as an advocate and facilitator for homeowners who struggle with the progress of privately engaged contractors.

IEM's program management activities are accomplished with seamless coordination of a team of more than a dozen direct subcontractors, each working their area of specialty. IEM has established performance metrics and monitored them at the employee and team levels. In the time since the contract was executed, IEM's team accomplishments include:

- Four service centers and a call center established, with more than 300 employees onboarded (in less than four weeks from contract execution)
- 42,000 homeowners surveyed into the program
- Construction initiated on homes within 50 days of the State receiving the first tranche of federal funds
- 10,000 damage assessments
- 37,000 environmental reviews
- 9,000 lead assessments
- 7,300 award made, 5,400 awards obligated, and 2000 awards disbursed

IEM and our teaming partners have developed a lead assessment program that has delivered faster evaluation turnaround times than seen in any CDBG-DR program to date, yielding an average onsite inspection to risk assessment finished product in just five days.

### Scope of Services Covered:

- ☒ Eligibility determination
- ☒ Duplication of Benefit
- ☒ Site Inspection
- ☒ Lead-based paint testing
- ☒ Environmental reviews
- ☒ Project Management
- ☒ Case Management

**Tetra Tech**, as a subcontractor to IEM, is the lead environmental services firm to assist with rehab of over 36,000 residential properties located in 51 parishes that were flooded as a result of the historic 2016 floods. To date, Tetra Tech has completed over 36,000 Tier 2 reviews, with over 10,000 of those reviews completed in the first eight months since project inception. Tetra Tech developed an innovative, streamlined process to completing the Tier 2 environmental reviews that allowed the State to realize a 50%+ savings in cost per Tier 2 review compared to previous state CDBG-DR housing rehab projects. Tetra Tech is also leading the lead risk assessment inspections, clearance inspections, and lab testing for all homes built prior to 1978. It is estimated that Tetra Tech will perform between 5,000 to 10,000 risk assessment inspections and clearance inspections by project completion.

**Plexos Group**, as a subcontractor to IEM, is currently providing advisory support services by providing oversight of construction management services, including performing quality assurance reviews to ensure compliance, supporting the Project Management Office with IT services, comprehensive data analytics and reporting, closeout policy and procedures, and management of QA/QC processes, as well as managing and oversight of the property inspection process which includes scheduling property inspections, performing damage assessments on residential properties, and performing quality assurance and quality control reviews in Xactimate.

**Team Title**, as a subcontractor to IEM, has been actively involved in the development of processes involving and effecting any part of the program that has to do with ownership verification requiring title search service, ownership issue resolution, grant execution closings and post-closing reporting. To date they have completed over 10,000 title searches to verify grant recipients' ownership status as it relates to the damaged property, and have closed and obtained signatures on over 3200 Grant Agreements and resolved hundreds of ownership issues allowing otherwise eligible applicants to move through the process.

**Reference:** Mark Cooper, Governor John Bel Edwards Chief of Staff; (225) 342-7015,  
Mark.Cooper@la.gov

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## NY Rising Housing Recovery Program Management – State of New York



Successful recovery programs are never headline news; only those plagued with problems are dogged by the media. With IEM's help, New York Rising was a quiet success—and that was precisely the goal.

### Period of Performance:

- 2014-2016

### Size of Project:

- \$1 billion CDBG-DR allocation

### Original Estimated Costs:

- \$53,980,452

### Final Product Cost:

- \$76,563,548 (scope increase through additional task orders)

**IEM** served as Program Manager for the State of New York's \$1 billion New York Rising Housing Recovery Program, which was funded by HUD CDBG-DR. IEM assumed responsibility following a seamless five-week transition from an emergency procured contractor that started the NY State work. Under Jon Mabry's leadership as Program Executive Director, the transition involved IEM reengineering, automating, and streamlining processes and implementing key cost containment controls that resulted in IEM replacing the prior contractor's workforce, reducing it from 400 employees to 150 employees while at the same time significantly increasing production.

IEM's program management activities involved intakes, damage estimates, eligibility reviews, duplication of benefits, award calculations, closeouts, and appeals processing for nearly 20,000 applicants. The scope of services included managing a cadre of housing programs designed with mitigation techniques.

IEM established performance metrics and monitored them daily at the employee and team levels, from initial applicant intake through applicant closeout. If goals were not met, IEM determined the cause and implemented solutions. Production was continually monitored to ensure that resources were properly aligned to maximize benefits and minimize cost. This results-driven approach resulted in the following accomplishments:

- \$40 million savings to GOSR by implementing innovative solutions like unit-based processing; the program was delivered at a cost 16% below IEM's original bid
- 33,717 grant agreements produced
- \$902 million awarded
- 21,068 checks distributed
- \$100 million distributed in 60 days

The IEM Team designed and implemented a construction management system to include Xactimate integration, work order management, construction progress monitoring, final construction inspections, and permit management. All modules were vertically integrated into the System, creating a digital audit trail and eliminating paper forms.

### Scope of Services Covered:

- ☒ Eligibility determination
- ☒ Duplication of Benefit
- ☒ Site Inspection
- ☒ Lead-based paint testing
- ☒ Environmental reviews
- ☒ Project Management
- ☒ Case Management

**ORC**, as a subcontractor to IEM, completed 80 relocation cases in Oakwood Beach, Long Island and other designated areas on Staten Island (Graham Beach, Ocean Breeze). The actual number of future displacements is unknown as the numbers depend on the information provided by Property Owner applicants. Work consisted of reviewing tenant related information provided by the Case Manager in order to send General Information Notices (GIN); conduct of personal site survey interviews with potential displaced persons; review of tenant provided documents for relocation eligibility; determination of relocation eligibility benefits; computation of the maximum rental assistance payment. Challenges included finding comparable replacement dwellings for displaced tenants in highly dynamic, active and proprietary markets; identifying replacement properties that were outside the designated flood zones; tracing Stafford tenants who cannot be readily located by people search, internet searches and with agency approval; classified ads for those tenants who left due to storm impacts nearly 4 years prior.

**Reference:** Jon Kaiman, Governor Cuomo's Former Special Advisor for Hurricane Sandy; (516) 351-8411, jonkaiman@yahoo.com

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**NY Public Assistance & Hazard Mitigation Technical Assistance – State of New York**

Ensuring New York fully identifies projects that can be built back and that it leverages opportunities to build resilience by integrating mitigation strategies in its Hurricane Sandy recovery.

**Period of Performance:**

- March 2013-Present

**Size of Project:**

- \$14.5 billion FEMA PA allocation
- \$1.7 billion HMGP allocation

**Original Estimated Costs:**

- \$5,414,987

**Final Product Cost:**

- N/A (project ongoing)

IEM is a major partner on a team supporting the State of New York with the \$14.5 billion FEMA PA Program and the \$1.5 billion HMGP following Hurricane Sandy. IEM deployed more than 140 staff members to support HMGP and PA activities in New York counties in Long Island, Lower Hudson Valley, and Upstate New York in the aftermath of Hurricane Sandy. An additional 20 cost estimators were deployed and on the ground within two days of the initial request. Today, IEM employees continue to serve in critical roles as policy advisors, mitigation specialists, and grant administrators, and provide system administration for EMGrants. IEM coordinated with key stakeholders and provided guidance on program eligibility requirements, compliance, procedures, and timelines. In this capacity, IEM were advocates providing technical assistance to secure approval and maximize benefits.

Stakeholders included: PA and HMGP subgrantee and sub recipient entities & contractor support; Community leaders and other representatives invested in the applicant's recovery program; FEMA PA staff (Branch Director, PA Coordinator (PAC), Project Specialists, 406 Hazard Mitigation Specialists, National Flood Insurance Program staff, insurance adjusters; NYS DHSES staff of Project Specialists.

IEM provided guidance to FEMA and DHSES for hundreds of complex projects on how to capture eligible damages and provide appropriate mitigation measures including large, complex and non-traditional projects. Major PA projects included:

- \$1.4 billion – overhead distribution lines at Long Island Power Authority.
- \$2 billion – permanent work repairs at the New York Office of Management and Budget.
- \$810 million for wastewater treatment facilities within Nassau County.
- \$480 million – the Queens/Rockaway boardwalk.
- \$374 million – Metropolitan Transportation Authority tunnels.
- \$2.5 billion – New York Housing Authority repairs on PAAP projects.
- \$171 million – South Nassau Counties Hospital recovery at Long Beach Medical Center

**Scope of Services Covered:**

- ☒ Eligibility determination
- ☒ Duplication of Benefit
- ☒ Site Inspection
- ☐ Lead-based paint testing
- ☒ Environmental reviews
- ☒ Project Management
- ☒ Case Management

**Reference:** Richard Lord, State Hazard Mitigation Officer & Chief of Mitigation Programs; (518) 292-2370, Richard.Lord@dhSES.ny.gov

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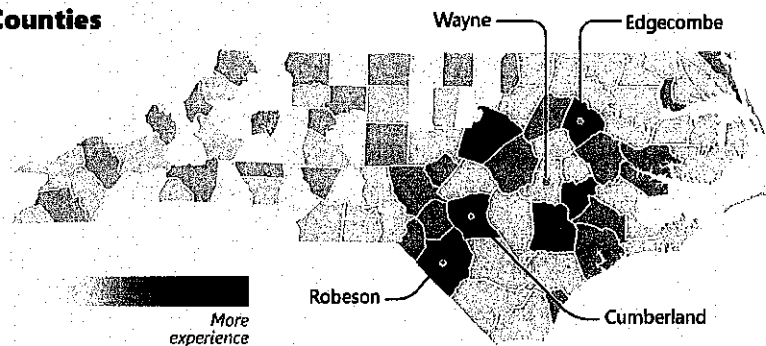


## VENDOR EXPERIENCE

IEM and our team of subconsultants bring a strong background of relevant experience in CDBG-DR program management, site inspections, damage assessment, eligibility determination, duplication of benefit analyses, lead-based paint assessments, environmental reviews, and compliance, as well as familiarity with the affected counties in North Carolina.

IEM, with headquarters located in Morrisville, has worked throughout the State of North Carolina in all 100 counties. Our team also brings a wealth of experience in the 50 counties affected by Hurricane Matthew, especially in some of the hardest hit areas, namely Cumberland, Robeson, and Edgecombe.

### Experience in the 50 Affected North Carolina Counties



**Figure 2: County Experience.** This map illustrates IEM's and our subconsultants' vast experience working in the 50 affected counties in North Carolina.

Our work throughout these counties has involved partnerships with many local- and minority-owned subcontractors. IEM has built a network of woman and minority owned businesses and is committed to diversity and inclusivity on our project teams to meet local, state, and federal goals.

### *CDBG-DR Compliance*

**Application Eligibility and Duplication of Benefits.** Our team employs staff members who have more than 20 years of experience in determining CDBG-DR project/program eligibility, and we have developed all policies and procedures in close coordination with HUD, the banking industry, insurance agencies, and state leadership. Our team also has experience analyzing and resolving title issues that prevented applicant eligibility.

**Site Inspections and Documentation.** Our team has developed a layered process for the identification and validation of storm related damages. This includes obtaining information from the property owner, confirming flood claims with photos either provided by the owner or which are on record from the storm event, reviewing FEMA and SBA records and finally conducting a site inspection. For the **Restore Louisiana Homeowner Assistance Program**, our team is managing approximately 120 CDBG-DR-trained Field Assessors and Quality Control staff members performing damage assessments on properties impacted by the "Great Flood of 2016". These daily activities include scheduling residential property inspections, performing damage assessments, and performing quality assurance and quality control reviews of files. For the **New Jersey RREM and LMI Homeowner Rebuilding Program**, our team is providing

construction monitoring and management services for rehabilitation of approximately 1,200 homes damaged by Superstorm Sandy. This work requires multiple progress inspections and documentation of homeowner damages in rehabilitation projects.

**Environmental Hazards Testing (Lead-Based Paint Assessment/Clearance, Asbestos), Environmental Review, and Mitigation.** Our team has provided the most rapid and compliant environmental hazards experience in providing environmental inspections, environmental hazards testing and clearance, construction mitigation support, and environmental review. We have prepared thousands of Tier II Environmental Review Reports, Special Environmental Assessments, and Categorical Exclusions under the National Environmental Policy Act (NEPA). These projects include site inspections, desktop analysis, historic preservation reviews, and other required consultation and compliance activities. For the **Restore Louisiana Homeowner Assistance Program**, our team has set a new standard in environmental review processes for CDBG-DR programs resulting in the largest volume of environmental reviews conducted over the shortest increment of time. In addition, IEM has conducted and produced lead-based paint risk assessment reports for 9,000 impacted properties in only 9 months.

**Managing and Reporting on Compliance.** Our team has extensive experience working on federal and state contracts and is extremely familiar with Stafford Act, Davis Bacon, Section 3, and Uniform Relocation Act requirements. With respect to federal grant requirements, our team has extensive knowledge of the Code of Federal Regulations, including 24 CFR part 135 and grant appropriations-related requirements found in Federal Registers. We also have experience with IDIS and DRGR as well as the quarterly HUD reporting requirements to help ensure compliance with state and federal regulations.

*Managing and Completing Similar Projects in Size and Scope*

Our team is composed of distinguished companies and personnel in the field of disaster recovery and well-versed in CDBG-DR funded programs. We have collectively managed dozens of similar recovery programs for the hardest-hitting storms across the country, including those in Louisiana, New York, New Jersey, South Carolina, and Texas.

Jon Mabry, IEM's Vice President for Disaster Recovery and *Project Executive for this project*, led the State of Mississippi's \$5.4 billion CDBG-DR funded housing programs, achieving unprecedented success in completing housing recovery for over 40,000 homes one year ahead of projections and with an error rate of less than 1/10 of 1%. He also oversaw the \$600 million wastewater treatment system for coastal Mississippi after Katrina – the largest wastewater system funded with CDBG-DR funds in federal history to date.

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*If you are faced with the task of providing relief to your citizens quickly and in compliance with all federal requirements, I highly recommend the successful recovery model implemented by Jon Mabry and his team."*

— U.S. Senator Thad Cochran,  
Chair, Senate Appropriations  
Committee

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## Concept of Operation/Methodology

We understand that we are to provide the following services:

- Eligibility determination for all received and completed applications received by NCEM,
- Duplication of Benefit analysis for all applications that are determined to be eligible for CDGB – DR funding,
- Site Inspection of all eligible properties to validate and document reported damages,
- Lead-based paint testing for eligible properties where testing is deemed necessary,
- Project specific environmental reviews for eligible properties,
- Project Management for projects supported by CDBG-DR, HMGP, and or State Disaster Recovery Act (DRA).
- Case Management for applicants whose projects are funded through CDBG-DR, HMGP and/or State Disaster Recovery Act (DRA)

Our Concept of Operation/Methodology detailed below are based on our understanding of the above scope of services described in the RFP.

Building upon North Carolina's substantial progress with recovery activities, IEM understands that time is of the essence to continue to provide housing solutions for Hurricane Matthew-affected residents. The IEM Team pledges to start work the day after contract award, to provide NCEM with a solution to roll out the CDBG-DR funded housing program options immediately. We spent considerable time understanding the North Carolina Action Plan as well as the recently published North Carolina Housing Program [Housing Guide], December 2017, and our approach and methodology is organized to address these common CDBG-DR housing options.

- |  |                               |
|--|-------------------------------|
| • Single Family Housing Rehabilitation         | • Home Buyout                 |
| • Single Family Housing Reconstruction         | • Home Acquisition            |
| • Single Family Homeowner Repair Reimbursement | • Homeowner's Assistance      |
| • Manufactured Home Repair                     | • Temporary Rental Assistance |
| • Manufactured Home Replacement                | • Home Insurance Assistance   |
|  | • Relocation under URA        |



We understand from reviewing the State of North Carolina's Action Plan as well as the Housing Guide, that the State intends to offer several housing options. IEM currently manages other State CDBG-DR housing programs offering similar flexibility and we have built processes around these solutions. Because NCEM has invested substantial resources and time to map out the Housing Program for the State, we know that NCEM requires a contractor already knowledgeable of its housing plans and processes that can hit the ground running. We will deliver on the program features described in the Housing Program Guidance, December 2017, and can deliver it with **speed, empathy, compliance, and accuracy.**

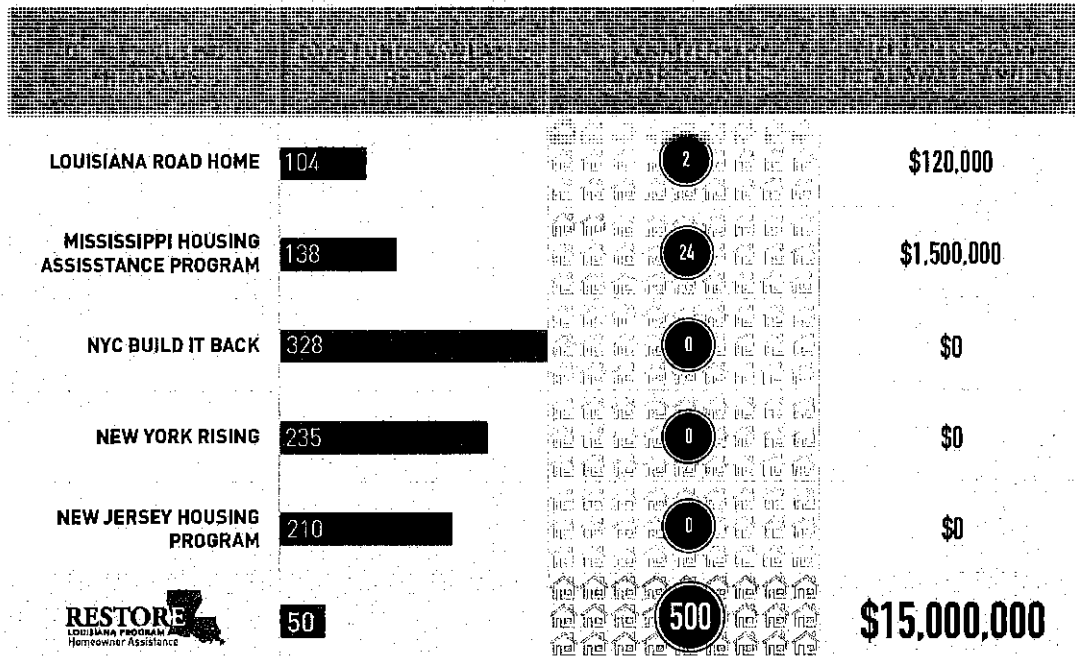


Figure 3: Housing Program Awards. First year speed comparisons of some of the largest housing programs against IEM's first year speed in the Restore Louisiana Housing Program.



### PROGRAM MANAGEMENT

IEM fully understands that to deliver disaster recovery housing programs, a tightly choreographed set of tasks must be managed in a way that allows for no homeowner, landlord, or tenant to slip through the cracks. These programs include multi-step, multi-handoff coordination between each task. Each task must be completed in compliance with federal funding source requirements, program guidelines and local requirements. This can be an intense coordination effort when there is one program manager responsible for design and implementation. The level of coordination needed to seamlessly deliver these programs when services have been divided between vendors increases dramatically.

Each individual vendor's performance requirements will be defined by their scope of services, but all vendors must be highly coordinated into a cohesive implementation team in order to deliver a comprehensive housing recovery program to North Carolinians. IEM's experience as a program design and implementation contractor provides NCEM with a firm that has the

management tools necessary to mesh the services of multiple contractors who are responsible for the various components of program delivery.

IEM's skilled program manager and team leadership will lead implementation in a cohesive manner, holding ourselves accountable for the key performance metrics defined during the design phase. Leading each scope of work based on a project execution plan with a work breakdown structure will yield common understanding of program objectives, timelines, budgets, benchmarks and milestones.

#### *Communication with NCEM*

##### **Kickoff Meeting**

IEM will conduct a project kickoff meeting to outline NCEM expectations of the program and the responsibilities of each firm. IEM will provide the implementation team with an understanding of the markers for success and establish a program-level organizational structure that incorporates our staffing organization. We will provide a communication and data management plan that outlines the expectations for reporting, communication, and data management. IEM will provide program procedures and an overview of the program workflow structure. We will further provide the initial program schedule and outline NCEM's vision for meeting the schedule through planned milestone achievement.

##### **Reporting**

Throughout the period of performance for program implementation, IEM will hold weekly team meetings to review progress from the previous week, successes of the team, challenges that must be addressed, policy requests, and expectations for the coming week. We set weekly goals and measure performance against those goals. IEM will provide NCEM with a weekly summary report of program activities, accomplishments, and any identified risks. NCEM will be an integral part of this process and IEM will provide clear and open communication with NCEM staff members.

#### *Program Compliance*

Our internal control framework for the NCEM Housing Program is modeled after IEM Team-designed recovery programs that have achieved the most lauded performance outcomes for accuracy and compliance. For federal disaster recovery programs, a compliant program that results in no or few recaptures or fraud, plus clean audit reports, is a key metric. Jon Mabry, Program Executive for the IEM Team, is a former auditor that has completed 17 CDBG-DR programs for the State of Mississippi, funded by \$5.4 billion in CDBG-DR funds, with an error rate of one-tenth of one percent and he has been instrumental in the Restore Louisiana Homeowner Assistance Program managed by IEM. In New York, IEM replaced an emergency contractor who distributed funds for their housing program without performing eligibility confirmation. Even with the repair of these applicant files, the overall accuracy of IEM's efforts for New York Rising was 98.7 percent. HUD specifically recognized IEM Team member Jorge Ramirez for compliance with CDBG-DR regulations and Jorge is included as an advisor to this project.

##### **Anti-Fraud, Waste, and Abuse**

Disaster recovery programs, with their wide appeal and large coffers, have historically been target programs for fraudsters and if not managed closely can suffer from suspected waste or

abuse. As part of our program management plan, IEM will work with the State to enforce the highest possible standards in fraud prevention, detection, and reporting. Our approach to fraud is focused on prevention and deterrence, monitoring through use of data analytics and continuous improvement of existing anti-fraud controls. One of our project advisors, Christian Montz, is a Certified Fraud Examiner who has built antifraud frameworks in federal grant programs, including CDBG-DR.

IEM will work with the State on any decision to prosecute, litigate, and recover assets, and assist with responses to public records requests. All IEM staff members are responsible for reporting any evidence of fraud if they observe it. We will provide fraud training and hotlines for reporting. IEM will report any evidence of fraud or potential criminal activity to the State as soon as possible. IEM will support investigations that are opened as a result of fraud/potential fraud referrals through the provision of all relevant documentation, including written reports that IEM has collected. We will also make relevant team members available for interview.

#### Maintain Master Schedules and Work Plans

IEM's scheduling and modeling capabilities are nationally recognized as industry leading tools for planning and development. Most recently, in Louisiana, IEM's Homeowner Flow Model accounted for all publicly available data sources related to the Great Flood of 2016, layered program design on top, and incorporated federal CDBG-DR requirements to produce a comprehensive schedule detailing horizontal and vertical program progress. The schedule reflects the month-by-month completion of tasks/milestones as well as the monthly full-time equivalent (FTE) level of effort by labor category expected. This, in turn, yields an associated budget driven by the projected schedule milestones and FTEs. In addition to providing the monthly incremental milestone completions, the schedule displays monthly cumulative totals for each required category. This sophisticated model provides Louisiana with a forecasting tool that is powerful enough to account for all program activities. IEM's ability to create easily understood outputs from highly complex modeling systems will benefit NCEM in the management of multiple program schedules and funding sources.

#### Modeling Recovery

IEM has 32 years of experience modeling complex systems, including disaster recovery. We were instrumental in the pre-Katrina Hurricane Pam simulation in which our modeling activities predicted with more than 80% accuracy the emergency response needs and results that unfolded post-Katrina. We take great pride in our ability to analyze risk, create mitigating solutions, and model the outcomes that can be expected. We propose the same level of schedule modeling for NCEM, so that all stakeholders can understand project progress, as well as targets.

Our planning and scheduling experts are able to provide NCEM with Work Breakdown Structures that provide aggressive, yet realistic timelines that incorporate the goals of NCEM. Our schedules include deliverables mapped to timelines and the reporting metrics necessary to measure achievement of benchmarks and milestones. We will identify the key deliverables necessary to document project decisions that impact the project lifecycle. IEM employs forecasting tools to project completion of tasks and we monitor actual work progress against projections. We will clearly communicate progress and estimates to completion at each stage of program / project management.

Our critical-path management plan is our means of execution and schedule planning. Critical path planning is an industry-standard project and construction management model that provides NCEM with a step-by-step view of the interconnected critical and non-critical tasks necessary to accomplish program delivery, and the timeframe that we estimate will be needed. It is a flexible management technique that we use to understand where potential challenges will arise so that mitigating measures, such as compressing the schedule of other tasks, can be developed early. Our ability to adaptively manage the program schedule and report on potential changes gives NCEM the assurances needed to establish a trusted relationship between the IEM Team and NCEM. We will adjust schedules based on the communicated outcomes desired by NCEM. We will remain in constant communication about the substantial accomplishments achieved and any critical issues that may arise.

#### Track and Monitor Performance across the Program

IEM's management focus is on daily reporting and production data analytics to create prioritization tools that focus work on specific program tasks. This enables us to identify stalled tasks and drive immediate corrective actions to get them moving again. IEM will define performance metrics across our housing recovery services while providing NCEM with the clearest understanding of progress and challenges. Doing so will help NCEM to intervene early with mitigating measures if progress is stalled and to celebrate successes with the public when progress is exceeding expectations. Using detailed analytics and automated reporting allows us to provide our grantees with an ironclad auditable record.

Simple graphical reports demonstrating contractor performance curves prove to be extremely useful to both project managers and program executives. These types of reports are beneficial at the daily, weekly, and quarterly reporting periods to guide decision making and corrective actions needed to keep programs on schedule. An additional benefit of these types of performance curve reports is that they will allow NCEM to balance resources (local or vendor) dedicated to each measurable activity.

#### Track Open Questions for Policies and Procedures

Stable policies and procedures are a hallmark of successful programs. However, it is a hallmark of disaster recovery programs that policies and procedures can rapidly change.

IEM will implement its tested and proven policy development and change control processes to track open questions, which we call Requests for Decision (RFD), and to track requests for policy changes / modifications, which we call (Policy Change Requests), including the specific grant requirements related to CDBG-DR grant awards. By formalizing this process, IEM is able to maintain a library of dated backup documentation that supports an analysis of each request. Each RFD and Policy Change Request:

- Identifies the policy challenge or question and the current applicable policy.
- Proposes an alternative requirement or modification to the policy and

**IEM has a sterling reputation  
for high quality, high speed,  
and compliant services for  
Disaster Recovery. The IEM  
Team brings innovations  
developed for Texas,  
Louisiana, Mississippi, and  
across the nation for the State  
of North Carolina.**

- Analyzes the risks associated with the requested decision or policy change.
- Outline a plan for implementations
- Include any data system modification requirements required

Support NCEM through Grant Closeout  
IEM will support NCEM from beginning to end—starting with program operational design, continuing through implementation and program and grant closeout. We have developed strong relationships with governing agencies and our experiences with agency audits, monitoring, and technical assistance visits provides IEM with a solid foundation in building compliant processes that streamline closeout practices.

The IEM Team recommends implementing closeout procedures through quality review at each step of the process for each program applicant, in order to ensure that applicant files are complete when an applicant completes program requirements. This process will facilitate a rapid review of the file at final closeout QC review and ensure that there is no latent information that must be tracked down after the activity is complete.

Proper verification practices should not only drive the closeout file checklist development at the individual project level, but also at the programmatic level. Further, HUD publishes program closeout checklists that the agencies use in monitoring grantees. In order for the CDBG-DR housing program to officially request closeout from HUD, each individual applicant file must be closed out to document that each activity met a National Objective and LMI requirements; that funds were expended on eligible activities; that program data is ready for Disaster Recovery Grant Reporting; and that any special conditions have been met. Further, monitoring findings and audits, if applicable, must be documented as addressed and closed. Financial analyses and records documenting that all funds have been expended within the grant term must be complete. All certifications, required checklists, and construction documentation must be completed and submitted.

### **IEM Uses Data Analytics to Precisely Manage Closeouts**

There is enormous pressure in Disaster Recovery housing programs to close out homeowners and report this metric to the media. During the New York Rising Program, some contractors erroneously projected very high closeout rates—unsustainable numbers on which they could not deliver. IEM employed data analytics to examine the velocity at which the program was being delivered to right-size closeout numbers, and effectively delivered against these numbers.

IEM also uses data analytics to forecast and successfully reach milestones for the Restore Louisiana program. In just nine months, IEM has awarded \$158M to eligible homeowners. This is an unmatched record in delivery of CDBG-DR housing recovery programs.



### **PUBLIC OUTREACH**

IEM has experience designing public outreach campaigns for both Restore Louisiana and New York Rising. Our outreach strategy seeks to maximize the utility of materials—paid and earned media—as well as relationships between hurricane-affected residents and community partner organizations. This approach places a strong focus on ensuring all critical stakeholders, especially the vulnerable, remain informed and engaged throughout the course of the effort. We understand the importance of managing expectations that convey what benefit homeowners



may expect to receive from programs, when they can expect to see funds, and how they can help us to help them.

**Table 1: Public Outreach Methods.** Our variety of mediums will allow us to reach the greatest audience possible to create maximum public awareness.

<b>Media</b>	IEM leverages <i>STRATA</i> and Cision to target with precision specific census tracts with the largest number of potentially vulnerable applicants eligible and target mass mailings to specific census tracts in the most affected counties
<b>Paid</b>	We saturate mass media messages to most affected communities in states and their corresponding Designated Market Areas (DMAs), designed to reach 85-90 percent of the audience, starting with a frequency of six messages.
<b>Earned</b>	IEM develops press releases to accomplish earned media goals. IEM routinely works with State and Program stakeholders to coordinate a circuit of speaking opportunities to key constituent groups in targeted communities.
<b>Social Media</b>	IEM uses social media platforms, such as Facebook, Twitter, and Instagram, to assist homeowners with understanding how, when, and where they can register.
<b>Public Meetings and Outreach Events</b>	IEM works with States to hold public meetings or identify existing community events to inform residents and stakeholders and to listen to their concerns.
<b>E-Mail Newsletter</b>	We send out regular newsletters via e-mail to inform subscribers of key Program Information, timelines and milestones, and updates on progress and success.
<b>Texting</b>	Our Federal Communications Commission-compliant texting strategy allows homeowners to opt-in to receive updates via text messages.
<b>Home Visits</b>	In addition, we coordinate with nonprofit partners to go door-to-door in targeted areas which is often necessary to get elderly and mobility-challenged homeowners in the program.
<b>Engaging Elected Officials</b>	We collaborate closely with States to maintain appropriate and proactive communication channels for providing regular updates to key stakeholders
<b>Community Partners</b>	We integrate regional nonprofits to mount an intensive grassroots campaign to reach homeowners door-to-door. This enables us to keep our own staff leaner, maximizes reach to key audiences, and ensures good stewardship of Program funds by reducing costs
<b>Web Presence</b>	IEM develops a series of web pages that engage and educate stakeholders, and are integrated with key elements integral to housing efforts as a whole.



## CASE MANAGEMENT

Public Outreach leads directly to the critical applicant process – case management. IEM's Case Management Team will be staffed with program knowledgeable personnel, many from North Carolina, and some bilingual, to handle the immediate applications that will come from the outreach. Effective case management moves eligible applicants rapidly to either construction or to reimbursement and our case managers are experienced in shepherding applicants all the way to occupancy and closeout.

We have found that the complex documentation requirements for HUD CDBG-DR programs often result in applicant burnout when an applicant is repeatedly asked to sign and return yet

another form. Knowing that each necessary program appointment and inspection could potentially require the applicant to take time off work, causing undue additional burden and frustration with the program, we strive to consolidate this work into as few potential touchpoints as possible.

IEM's One Doc, One Knock model (shown in Figure 4) for obtaining applicant releases along with all applicant documentation and property assessments significantly reduces the burden on applicants. This also addresses the problem of grant programs being plagued with long processing times due to the need for additional documentation, releases, and acknowledgments.

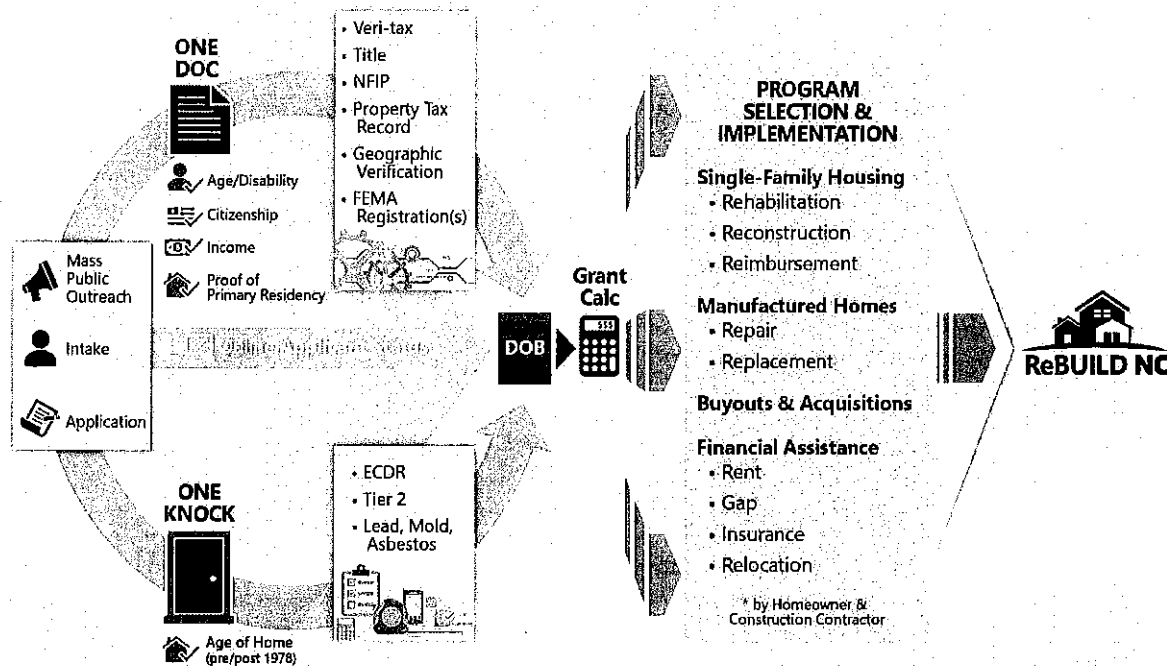


Figure 4: One Doc, One Knock Model. Our One Doc, One Knock approach streamlines the rebuilding process and reduces the burden on the applicant.

The One Doc includes Right of Entry authorization, contingent grant agreement, all signed releases of information, and signed acknowledgements regarding receipt of lead-based paint and environmental review notifications at the time that the applicant signs their application.

This consolidated set of releases would require multiple initials and a single signature, but would be executed at application submission, rather than at each point where such a document may be needed. This omnibus document can be executed using an integrated DocuSign module for those applicants submitting applications electronically. This would allow applicants to view and sign documents when and where it is convenient for them. Our information technology team has successfully integrated this technology with our grant management system.

### *Proven Pod Structure for Case Management*

Our unique case management structure, which we call case management pods, is organized to distribute a large number of applicants across dedicated teams of case management specialists. These teams are responsible for groups of applicants, while maintaining accountability, and creating a sense of teamwork. Even though we assign a particular case manager for the life of the applicant's project, the entire pod tends to become familiar with all applicants in the pod. This creates redundancy in service and improves accuracy, as pod members have a personal stake in maintaining the integrity of the pod. Our case management model, with the use of the pod concept, allows us to scale staffing levels easily across locations.

### *Mobile Case Management Services for Applicants with Limited Mobility*

We understand that applicants experience unique challenges and we want to support all applicants, regardless of ability in accessing program benefits. Our mobile teams will be comprised of two case managers, each equipped with a mobile kit, including laptop or tablet, Wi-Fi mobile air card, and portable scanner/printer. The mobile teams assigned to limited mobility applicants will remain the assigned case managers for the entire duration that the applicant remains in the program.

### *Temporary Rental Assistance*

We understand that homeowners may need immediate assistance related to temporary rental assistance offered by NCEM up to \$10,000. Additionally, shorter-term rental assistance of up to three months can also be offered to homeowners unable to live in their home being demolished, repaired, or rebuilt. Our case managers are prepared to ensure applicants are eligible and that they receive these benefits according to the NCEM program requirements.



### **ELIGIBILITY DETERMINATION**

To determine program eligibility, our case management system will incorporate the eligibility requirements in the NCEM Housing Program Guide, December 2017. These requirements include for example a damage nexus with the disaster, applicants must demonstrate lawful presence in the U.S., and other factors related to each housing option. We describe other factors and strategies to address them below.

### *Innovative Income Verification Processes*

Income level, in conjunction with other applicant or property attributes, will determine if an applicant qualifies for a program award. Income documentation has historically been one of the longer eligibility processes for CDBG-DR programs. For applicants who have filed federal tax returns, IEM has improved the lifecycle time from the industry standard 10-days to a 72-hour turnaround for income verification through Internal Revenue Service tax transcripts by using Veri-Tax to quickly obtain these records.

### *Solid Ownership and Occupancy Verification Procedures*

The key to ownership and title verification is balancing expedited review with consistent and defensible decisions. Our process includes consistent application of program policies and procedures and reduction of the number of times information is transposed by analysts. We accomplish these objectives using a detailed checklist for all verification scenarios that

incorporates the rules defined by the State (rather than relying upon an analyst's memory); a data bridge from title vendors where abstracting is required versus rekeying of information; and a managerial audit procedure to confirm decisions.

Although it is impossible to predict the number of defects that may be encountered in an applicant pool, our processes have been proven to confirm verification of 80 to 85 percent of applicants in the first pass. For the 15 to 20 percent of applications held for resolution, we have been successful in reducing the applications subject to a title hold by 5 percent within 30 days of the verification period and another 5 percent within 60 days of the verification period. We accomplish this metric by continuously monitoring the following key metrics: applications requiring hold resolution and aging of applications in various hold categories. Close monitoring permits us to confirm that case managers can continually communicate with applicants who may need additional assistance to resolve the ownership issues. Additionally, we have a dedicated strike team to handle the more difficult cases to ensure those cases are addressed timely.



#### **ACCURATE DUPLICATION OF BENEFIT (DOB) ANALYSIS**

Since 2005, IEM staff members have defined Stafford Act-compliant practices for the review and verification of applicant documentation for single family and multifamily housing across the country, including Mississippi, Florida, Texas, Houston, New York City, New York State, and Richland County, South Carolina.

With each new disaster and each new grantee, there have been changes in HUD guidance on DOB. Our institutional knowledge has followed changes in HUD rules and crosscutting federal guidance, particularly the tightening of Stafford Act DOB requirements, increased reporting and accountability tracking, and stronger closeout requirements.

Our staff will review each applicant file for this Program to ensure that previously received benefits are not duplicated. The sources IEM will review include assistance provided for structural damage and loss that is considered DOB: FEMA Individual Assistance, FEMA National Flood Insurance Program, private insurance, increased cost of compliance, Small Business Administration (SBA), and repair assistance received from nonprofit agencies.

In addition to documentation provided by the applicant, we will verify those benefits through the State established data streams secured with each of the Federal Agencies directly (e.g. FEMA, NFIP, Small Business Administration). Data verification through other third party sources will be immediately coordinated with each carrier to ensure streamlined return for all program-initiated requests for private insurance, charitable, and other non-governmental sources. All DOB documentation and determination worksheets will be incorporated into each applicant's file within the system of record. This process also ensures that the State has notified other agencies regarding the potential benefits an applicant may receive in this Program.

#### *Accurate Benefit Determination/Award Calculation*

Benefit determination and award calculations go hand in hand. They can be performed once eligibility is completed, including tier 2 environmental reviews, all third party benefits have been confirmed, and estimates have been performed.

The Eligibility Team will:

- Verify the applicant-estimated cost to repair the property

- Identify all potentially duplicative assistance (FEMA IA, FEMA NFIP, Private Insurance, increased cost of compliance, SBA, and repair assistance received from nonprofits)
- Evaluate the applicant's documented allowable activities that may reduce their DOB amount or constitute reimbursable expenses
- Deduct assistance determined to be duplicative
- Obtain a final award estimate based on the automated calculation
- Perform QC of award calculation to ensure accuracy
- Quantify the amount of escrow required by an applicant

#### *Fast QA/QC and Final File Disposition Processing*

IEM's QA/QC team maintains built-in compliance controls that provide for performance tracking and a basis for individual, team, and program training and re-training at the case level. The controls within this function prevent duplication of effort and biased reviews, which incrementally reduces costs over the duration of the Program. Minimization of procedural errors as identified by the QA team ensures responsible allocation of State funds.

IEM's in-depth experience with file processing and closeout is predicated on the idea that an applicant file should be ready for audit at every stage of the process. This philosophy allows us to quickly and efficiently close out project files and transition them to the State.

#### *Cross-Functional Coordination between Case Management and Property Assessment Services*

Throughout our application intake and eligibility review processes, we will coordinate additional tasks necessary for a complete file review and award determination. These tasks include damage verification, environmental hazard investigations, Tier II environmental review, and estimated cost of damages in need of repair.

#### *Swift Resolution of Complaints and Appeals*

Applicant communication and swift issue resolution are hallmarks of IEM's applicant-focused customer service approach. Complaints will be handled sensitively and fairly, in a defensible manner based on program policies, procedures, and documentation. Issue resolution at the case manager level will be initiated upon receipt of any complaint. Through a defined escalation procedure, supervisors or executive management (depending upon the severity of the issue) will resolve complaints that require heightened attention. All communication regarding complaints will be documented.

IEM's appeal process is designed to 1) identify the root cause of the appeal, 2) gather supporting documentation and investigate the claim, and 3) issue a written determination on the outcome of the appeal that contains a detailed explanation of our findings. The Appeals Team will request, review, and render a written decision on documentation provided by the homeowner, within the timelines imposed by the Federal Register Notice.

#### *Generate Closing Documents and Conduct Closings*

IEM will implement a closing process that helps reduce the inconvenience for applicants associated with other disaster recovery programs. Our objective is to reduce the number of times an applicant is required to travel to a service center to sign documentation. In our

experience, applicants have trouble scheduling repeated face-to-face meetings with case managers during business hours. Through the use of electronic signature and verification procedures, we propose to reduce the number of required visits to an assistance center for applicants who may wish to exercise this option.



### PROPERTY ASSESSMENT AND INSPECTIONS

The first success element in our approach to property assessments and inspections is to provide overwhelming capacity for completing initial site inspections / damage assessments, SOW write-ups, and environmental reviews.

#### *Experienced and Trained Disaster Recovery Inspectors and Estimators*

Our inspectors are experienced in disaster recovery- based damage verification, environmental condition assessment, and estimating practices using Xactimate. All of our current inspection personnel have worked on grantee housing programs ranging from Hurricane Katrina to Hurricane Sandy. We provide ongoing training, including program orientation prior to their deployment to make sure that they fully understand the program's standardized policies and procedures. Our training includes education on professional communication, appearance, and demeanor. We educate our inspectors on program requirements and train them to provide a thorough explanation of program coverage—what is allowable and what is not—to applicants.

We combine the initial site assessment with Xactimate scoping (rehabilitation, repair, reconstruction estimates) and Xactimate valuation of already completed repairs with the initial environmental site reconnaissance into one inspection to increase efficiency and maximize convenience for homeowners. Xactimate, a residential estimating solution, can be used across multiple platforms, and allows for quick communication between adjusters, contractors, and staff to receive and send assignments for estimates and valuations. IEM inspectors are trained in proper etiquette when interacting with applicants, field safety, and standards for inspection including the completion of field notes, sketches, and documentary photographs.

With respect to potential **buyouts** of homes qualified under the NCEM guidelines, we will use local real estate appraisers that can accurately appraise homes and provide historical values pre-disaster. This process will be essential and must be of high quality since the buyout thresholds can be higher than repair or other rebuild options. IEM's appraisal risk modeling provides tight internal controls to ensure that properties with substantial deviations from market conditions undergo a second independent appraisal if necessary. Working on this team is Yolanda Abram, who has experience on numerous buyout programs and understand the risks, benefits, and the requirements. She is also adept at ensuring that appraisals are highly reliable.

#### *Scheduling Efficiencies and Tracking*

Tracking progress and completion for the various Property Assessment activities requires top quality scheduling, planning, QC, and data management practices. IEM uses state of the art scheduling modules that we can integrate into grant management systems. Our integrated damage assessment module allows case managers to see near - real time status of the progression of damage assessments from the point at which they are assigned to an inspector through inspection, report production and QC, to final inspection report delivery. The final

inspection reports are housed in the system of record and are made available to the applicant. The results of the inspections, cost of estimated repairs and value of completed repairs, respectively, will be recorded, triggering a case manager to analyze an applicant's award and DOB calculation.

#### *Quality Control and Segregation of Duties in Property Assessments*

Accuracy of Initial Site Assessment and Damage Verification, SOWs, Rebuild Estimates, Completed Repair Damage Assessments, Preconstruction documents, Inspection reports, and other program documents is paramount to ensure efficient and cost-effective execution of the Program. IEM implements a multiple-partner approach to QC to capitalize on the advantages generated by the talents and experiences of each team member. An alternate team lead will review the work product developed by any other team lead before the product is finalized and advanced to the next step in the process.

The IEM approach instills an audit-like review that demands accuracy and documentation that results in audit-ready files. This QC approach requires each document to fully tell its own story, a team lead with no prior knowledge of the case must be able to verify the work product based on the documentation provided.

#### *Management of Change Orders*

The most difficult Program cost to forecast is the cost to repair or rebuild the storm damaged structures. Therefore, it is imperative that estimates and SOWs are accurate and designed to eliminate change orders. Unanticipated change orders slow construction, increase administrative costs, sometimes add unnecessary construction elements, and alter Program expenditure forecasts. IEM employs its prior experience; effective training programs; and unique processes, procedures, and technology to ensure that accuracy is achieved by our property assessment personnel. Due to limitations inherent without destructive testing and investigation techniques, IEM uses a ground-truth verification mechanism pre-construction, walking through the property with the assigned General Contractor to verify scope. Alternatively, inclusion of a pre-determined contingency, through an educated forecast of damage to specific hidden items, based on the observable conditions of the home can reduce the number and scope of change orders later in the construction process.

#### *Applicant Relations during Site Inspections*

We will work closely with the homeowner to make sure he/she understands and is comfortable with the initial site assessment and cost estimating processes that are moving them toward recovery. Our commitment to customer service is woven into the approach and methodology decisions including our ability to explain what is and what is not allowable within repair scopes of work. Our team works to keep applicants informed.

Applicants will need to clearly understand the risks and benefits to each housing option (e.g. Homeowner repair, rehabilitation, buyout) and what level of reimbursement, if any, for which they may qualify. Though our Case Management team is well equipped to provide education on the choices, our inspection team will also have a solid foundation to answer homeowner questions about these options.



## ENVIRONMENTAL ASSESSMENTS

We kick off environmental review using data analytics to identify applicants with a 95% confidence-level of application success to complete. This approach mitigates delay typically experienced in grant programs ensuring applicants can move toward construction at the fastest possible pace. We have highly experienced CDBG-DR environmental review service providers, with the capacity to generate Tier II environmental reviews at a high production rate. We have a pool of at least 100 environmental professionals available for this work, if necessary.

### *Innovative Information Technology Tools*

To ensure that the labor pool is immediately available to support review assignments, training conducted prior to the start of work for all assigned Environmental Review Specialists and Field Inspectors will include familiarization with the innovative information technology tools and completion of HUD's webinar training on the Basics of a Part 58 Environmental Review for HUD-Assisted Projects. As explained in the paragraphs below, specific tools and techniques have been developed for each of these groups to minimize the time and maximize the cost-effectiveness of their activities in support of the Tier II reviews.

The resource screening tool is structured on a GIS database of resource data from sources throughout the state. The online review form is connected to a database for storage of the form's content and for review tracking. Using the project footprint, the Environmental Review Specialist will screen each application against the GIS maps, assess the compliance status, and generate a series of maps documenting the findings. Those findings will be entered into the online review form. Using that online interface, the Environmental Review Specialist will be responsible for uploading the GIS maps and other components of the Environmental Review Record. Upon completion of a Tier II review, the Environmental Review Record will undergo a QA/QC review to ensure its completeness and accuracy.

In the field, the Site Inspector will use a tablet computer pre-loaded with an Initial Site Assessment Checklist form. Upon completion of the site visit, the Field Inspector transmits the information from the tablet to the centralized database. This information is immediately available to the Environmental Review Specialist, and the Initial Site Assessment Checklist is generated as an attachment to the Tier II review.

### *Expert Coordination with NCEM*

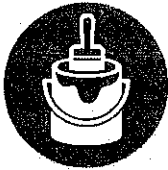
IEM will coordinate with NCEM and HUD environmental officials to ensure they are aware of the status, progress, and any issues associated with the Tier II reviews. Our monthly report will document progress during the subject month, activities planned for the following month, cumulative list of Tier II reviews delivered, notes and issues, percent complete, and financial status. The environmental review database also will allow on-demand reports of the status of assigned reviews, completed reviews, and other review parameters. IEM will organize and facilitate coordination calls to ensure that State staff is receiving sufficient progress information.

### *Coordination with Regulatory Agencies*

Our team has designated agency liaisons to consult with all required reviewers and agencies regarding the receipt of all necessary documentation, authorizations and permits. The need for



Environmental permits and compliance demonstrations or authorizations is evaluated during the Environmental assessment.



#### **SPECIFIC INSPECTIONS FOR LEAD, ASBESTOS, AND MOLD**

Properties with a date of construction post-January 1, 1978 are exempt from Title X of the Housing and Community Development Act of 1992 (Residential Lead-based Paint Hazard Reduction Act) and all implementing regulations (24 CFR Part 35; 40 CFR Part 745). Therefore, only homes constructed pre- 1978, require lead sampling.

CDBG-DR funding used for rehabilitation of target housing where "hard" costs are greater than \$5,000 per applicant requires a Lead Risk Assessment. The results of the Lead Risk Assessment will be used to determine the level of regulatory compliance intended to reduce or eliminate lead-based paint hazards with recommendations to the property owner or representative to correct lead-based paint hazards as defined in 40 CFR Part 745.65. The IEM Team will perform the necessary lead inspections, risk assessments or lead clearance inspections using certified professionals.

Homes not screened as being exempt from the Lead Safe Housing Rule will either be tested/assessed for lead-based paint hazards or presumed to contain such hazards. The decision for either case is determined by weighing the costs of an inspection/risk assessment versus the additional costs for lead hazard reduction. For example, grants in excess of \$25,000 that require abatement would be candidates for testing and risk assessment; homes with much more limited work and less than \$5,000 in hard costs may be candidates for presumption. In either case, all homes are subject to final clearance to ensure conditions meet soil and dust standards for lead.

This program will be repairing individual homeowner properties and there is the possibility for contractors, their trades, inspectors, and the homeowners to be exposed to hazardous conditions associated with asbestos exposure. Therefore, asbestos identification and proper handling of these materials during construction activities is not only imperative for safety, but it is regulated. HUD does not have any specific guidelines for asbestos, but instead recognizes United States Environmental Protection Agency enforcement of asbestos regulations as well as that of the individual States.

After a review of available property records including the dwelling age and the areas of the property that will be affected by construction activities, the asbestos inspection is geared toward the determination of the effect of asbestos remediation. Our Certified Asbestos Inspectors will focus on suspect materials that will likely be directly affected by project activities. Survey methodology at each property will vary depending upon the status of construction activities present.

Since there are no federal limits or Environmental Protection Agency standards set for mold or mold spores, sampling cannot be used to check a building's compliance with mold standards. The key to mold control is elimination of the source of moisture and control of moisture exposure in the housing structure. In most cases, where visible mold is present, sampling is unnecessary. However, sampling may be useful to determine if an area has been adequately cleaned or remediated. The Environmental Protection Agency recommends that sample analysis follow analytical methods recommended by the American Industrial Hygiene

Association, the American Conference of Governmental Industrial Hygienists, or other professional organization. Types of samples include air samples, surface samples, bulk samples (e.g., chunks of carpet, insulation, wallboard), and water samples from condensate drain pans.

#### **PROJECT SCHEDULE AND DELIVERABLES**

The one-page schedule that follows is output from IEM's Homeowner Flow Model. The schedule consists of two scenarios that each reflect the by month completion of the key program deliverables. The case volume assumption in both deliverable scenarios in the schedule is the total population on page 5 of the RFP.

Scenario key assumptions:

- Both scenarios assume a one-month start-up phase that has numerous key deliverables necessary for a successful program
- The timing of when activities start and their duration are based upon a combination of past experience and the assumed population
- Scenario 1 assumes the total application/case population is available to be worked at the start of the program
- Scenario 2 assumes the application/case population will be made available in four equal increments (one per quarter) over the first year of the program

**Note:** Our experience tells us that the intake rate for applicants tends to stretch out over numerous months, leading us to believe Scenario 2 is most accurate.



## Staff Organization and Experience

The IEM Project Team consists of professionals who have produced successful outcomes for disaster recovery programs that were delivered quickly, in full compliance with HUD and State requirements, and that have enhanced deliverable and cost efficiency.

### ORGANIZATION AND LEADERSHIP

IEM provides a scalable organization structure whereby leaders in each technical area can efficiently increase or reduce staff based upon project needs. The IEM executive leading this effort is **Jon Mabry**, a seasoned professional in CDBG-DR responsible for leading major CDBG-DR housing programs. Mr. Mabry will have access to two important advisors, both previous state housing leaders in their own state governments – **Jorge Ramirez** from Texas and **Paul Rainwater** from Louisiana. Both continue to assist other states with CDBG-DR housing programs. Mr. Mabry will be supported by **Tiffany Crane**, who specializes in organizational management and policy of housing programs, particularly CDBG-DR. Ms. Crane has depth of experience in property assessment processes, including inspections, lead assessment and environmental review reports.

**Sean Almonte** will lead Program Management. He is a former housing director with eight years of experience leading teams in affordable housing project development using CDBG-DR funding. **Michael Ducatte**, who is a licensed general residential construction contractor in North Carolina, with a disaster damage assessments background, will lead our inspections team. **Tim Lagudi** will lead the case management team. Mr. Lagudi has experience as a lead case manager on two previous large CDBG-DR housing programs, understands the CDBG-DR eligibility requirements, and knows how to manage to application speed and applicant empathy. The Program Management, Inspections and Case Management functions will be supported by Reporting and Administrative specialist based on NC system, data and reporting requirements for the housing program(s).

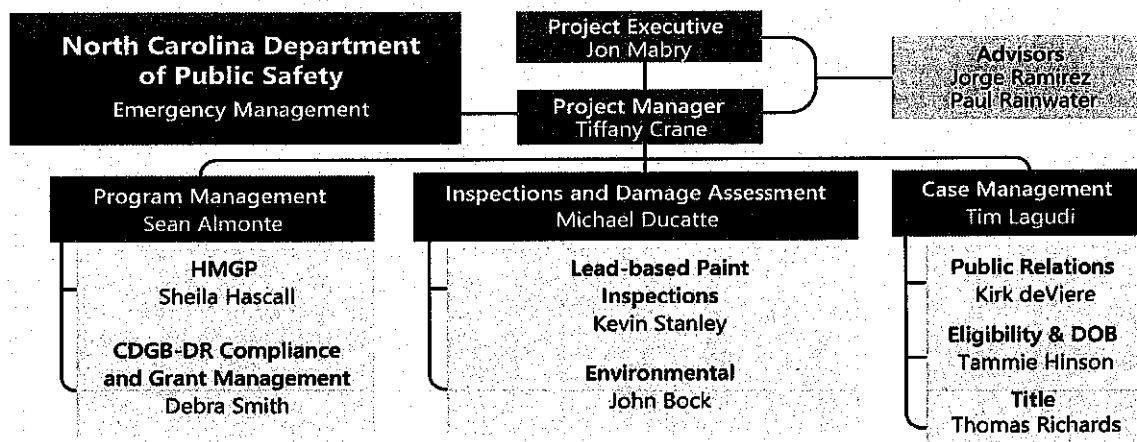
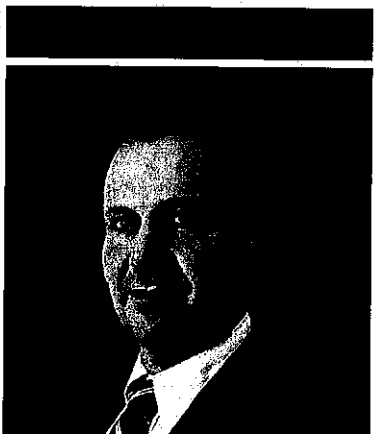


Figure 5: Organization Chart. The IEM team of experienced CDBG-DR experienced personnel is organized to best meet the needs of NCEM and the citizens of North Carolina.

### PERSONNEL QUALIFICATIONS

A selection of resumes and summaries of key personnel are presented in the following pages.



## JON MABRY

### SME Toolbox

#### EDUCATION

B.S., Information Systems Management |  
University of Maryland, 1992

A.A., General Studies | National University, 1989

State Program Director for Mississippi's \$5.4B post-Katrina recovery program, including 17 CDBG-DR programs. Restored 40,000 homes a year with an error rate of only 0.1%, and saved Mississippi \$30M. Delivered \$902M to 11,000+ homeowners and saved New York \$1.8M+ in first 4 weeks as Program Director for post-Sandy Recovery.

#### CERTIFICATIONS AND TRAINING

- CISA Certified Information Systems Auditor
- CFSA Certified Financial Services Auditor
- CBM Certified Business Manager
- CIA Certified Internal Auditor
- CCSA Certified Control Self-Assessment
- Advanced-level proficiency in Microsoft Office suite

28

Total Years of Experience

CDBG-DR PROGRAM  
INFRASTRUCTURE

MANAGEMENT

HOUSING INFORMATION  
TECHNOLOGY

### **Relevance**

Program Executive recognized by HUD as a premier national expert on CDBG-DR housing programs.

Developed innovative public-private financing options such as programs de-federalizing CDBG-DR funds.

Applied CDBG-DR funding mechanisms that resulted in 250+ infrastructure projects and innovative financing options for grantees.

## RELEVANT EXPERIENCE

VICE PRESIDENT – DISASTER  
RECOVERY, IEM, 2014-PRESENT

### **RESTORE LOUISIANA**

Program Director managing all aspects from outreach, applicant intake, eligibility, environmental reviews, lead assessments, construction, construction management, closing, and closeouts. The Program will serve approximately 36,000 homeowners, totaling more than \$1.3B. Within 4 months of contract award, \$16M awarded to over 500 homeowners.

### **NEW YORK RISING**

Led a team of contractors to support this \$1.2B post-Sandy disaster housing recovery program, which awarded \$902M to 11,000+ homeowners.

Led a rapid six-week program transition from previous contractor. Streamlined operations and achieved immediate costs savings of \$1.8M.

Managed program to achieve delivery at 16% less than bid.

Managed aggressive public outreach that brought in 6,000 new, applicants.

Operated five housing service centers and oversaw more than 200 staff members.

Improved operational effectiveness and efficiency, resulting in the distribution of 5,000 checks for \$100M in 60 days.

Re-engineered title verification process, saving more than \$3M.

CHIEF OPERATING OFFICER, STATE  
OF MISSISSIPPI DISASTER  
RECOVERY DIVISION, 2007-2014

### **HURRICANE KATRINA CDBG-DR RECOVERY PROGRAM**

Appointed by the Governor to lead Mississippi's post-Katrina \$5.4B CDBG-DR program, which restored 40,000 homes ahead of schedule, completed 250+ public infrastructure projects, created or retained more than 7,000 jobs, and completed the Homeowners Assistance Program one year ahead of projections with an error rate of less than 1/10th of 1% due to innovative system of controls.

Transitioned nearly 48,000 families to permanent housing, using \$3B CDBG-DR funds for Homeowner's Assistance, Home Buyer's Assistance, Long Term Workforce Housing, Community Revitalization, Public Housing, Small Rental, and Repair and Reconstruction programs.

Developed innovative public-private financing options for resilient housing, economic development, and infrastructure opportunities.

Managed more than \$4B in construction activities.

Developed, implemented, and administered a \$200M housing plan for Public Housing Authorities to reconstruct, repair, and rehabilitate more than 2,500 low-income units.

Implemented performance requirements and strict accountability standards, resulting in more than \$30M in cost savings.



## TIFFANY E. CRANE, J.D.

### Project Manager

#### EDUCATION

J.D., Law | Loyola University, New Orleans, 2008

B.S., Biology | Loyola University, New Orleans, 1998

#### CERTIFICATIONS AND TRAINING

Deputy PM of \$23.5M CDBG-DR programs for Richland County, SC. Sr. Production Manager for the TX, NY, and MS CDBG-DR programs, leading teams of 50+ professionals to complete a combined 15,000 damage assessments and DOB Valuations, and 10,000 Environmental Reviews resulting in 7,800+ repaired/reconstructed homes.

- CDBG-DR DRGR Training, Denver
- CDBG-DR Action Plans, Citizen Participation and Limited English Proficiency Webinar
- CDBG-DR Program Planning, Administration, and Activity Delivery Webinar
- CDBG-DR DRGR including QPR Webinar
- CDBG-DR Duplication of Benefits Webinar
- CDBG-DR Subrecipient Management and Recordkeeping Webinar
- Louisiana Bar Roll No. 32114

**16** Total Years of Experience

CDBG-DR  
PROGRAMS

HOUSING PROGRAMS INFORMATION  
TECHNOLOGY

POLICY DEVELOPMENT

### **Relevance**

Policy and procedure development experience will ensure that employees know program rules and how to correctly apply them.

Knowing all aspects of CDBG-DR programs will provide a resource who can ensure program compliance.

Seasoned legal and CDBG-DR professional experienced with development and implementation of HUD CDBG-DR funded post-disaster housing projects.

## RELEVANT EXPERIENCE

SENIOR MANAGER, RECOVERY AND RESILIENCY SOLUTIONS, IEM, 2016  
- PRESENT

### **RESTORE LOUISIANA**

Responsible for the workflow design, policy and implementation related to Louisiana's \$1.3B housing recovery program for single-family homeowner rehabilitation, reconstruction, and reimbursement projects.

Manages subcontractor resource allocation and advises client on HUD and crosscutting regulatory compliance.

PROGRAM MANAGER, TETRA TECH, 2016

### **RICHLAND COUNTY, SOUTH CAROLINA CDBG-DR PROGRAM**

Produced the Risk Analysis and Implementation Planning Documentation and wrote portions of the Action Plan.

Developed the housing guidelines for Single Family and Small Rental programs. Worked with County staff members to design the delivery of the \$23.5M allocation of CDBG-DR funding.

ENVIRONMENTAL PLANNER, URS/AECOM, 2010 - 2016

### **NEW YORK RISING**

Participated in Phases I-III Social Services Block Grant enhancement to New York Rising CDBG-DR grant. Developed and monitored process implementation solutions as GOSR identified new scope for single family housing activities.

Advised on areas of program compliance and process development.

Led the development/implementation of workflow processes for the evaluation of applicant files regarding environmental remediation, permitting, and repair scope. Managed a team of approximately 22 FTEs.

### **GOSR NEW YORK RISING SINGLE FAMILY HOMEOWNER PROGRAM**

Led the production of 1,000 damage assessments and 1,000 Allowable Activity reports for 1,000 program applicants within a six-week performance period.

### **TEXAS GENERAL LAND OFFICE, DISASTER RECOVERY HOUSING PROGRAMS**

Repair and reconstruction of 2,800+ homes. Produced 3,000+ Environmental Review Records (ERRs). Refined the Statement of Probable Cost of Repair (SPCR) procedures, which became the Estimated Cost of Repair (ECR) and is now best practice.

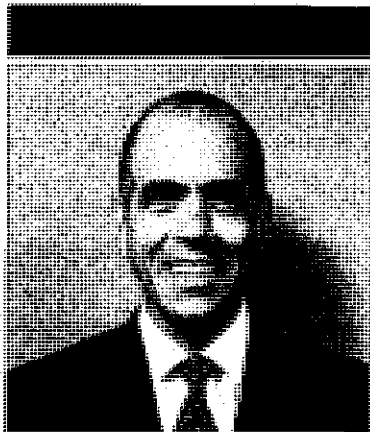
Streamlined environmental HM processes for lead-based paint.

### **MISSISSIPPI NEIGHBORHOOD HOME PROGRAM, HUD CDBG-DR**

Repair and reconstruction OF 5,000+ homes. Produced 7,000+ ERRs.

Managed the overall production of the Damage Assessment Task to ensure timely completion, accuracy, and quality of deliverables.





## JORGE RAMIREZ, J.D.

### Senior Housing Policy Advisor

#### EDUCATION

J.D., Law | University of Texas, 2004

M.B.A., Business Administration | St. Edward's University, 2000

B.S., Mechanical Engineering | University of Texas, 1995

Former state program manager whose leadership of disaster recovery management services led to the first large-scale turnkey housing recovery program. State Program Director of \$3.1B CDBG-DR program, including rebuilding 15,000 homes after Hurricanes Dolly and Ike. Recognized by HUD for complying with CDBG-DR regulations for work with New York City.

27

Total Years of Experience

CDBG-DR PROGRAMS

STAKEHOLDER ENGAGEMENT

PROJECT MANAGEMENT

## **Relevance**

Experience leading CDBG-DR programs will ensure that policies developed will be based on operationally tested methods.

Ability to interface with housing advocates and other stakeholders will help Puerto Rico prevent issues before they occur.

Assessing and redesigning the processes at former projects will give North Carolina access to latest ideas on effective approaches and innovations.

## RELEVANT EXPERIENCE

### SENIOR ADVISOR, RESILIENT STRATEGIES 2015–PRESENT **RESTORE LOUISIANA**

Assisting with process improvement and streamlining of the nearly \$2B Recovery program.

Additional duties include overall construction management of over 36,000 homes that need to be rehabilitated or reconstructed.

Construction duties include damage assessments, risk assessments, and overall contractor management for home construction; including homeowner-managed and state-managed construction.

### **BUILD IT BACK PROGRAM, NYC HOUSING RECOVERY**

Worked with Housing Recovery Office (HRO) executive management and staff to assist with process improvement and streamlining of this \$1.7B HUD CDBG-DR-funded Single Family Housing Recovery program.

Assessed the program processes, integrated with vendors, and developed program processes and standards for implementation across a wide and diverse program management team.

Coordinated between NYC agencies to develop new processes to replace existing protocols that were inefficient & unmanageable in the high-intensity disaster recovery environment.

### SENIOR DIRECTOR, TEXAS GENERAL LAND OFFICE, 2011–2015 **COASTAL RESILIENCY AND DISASTER RECOVERY PROGRAM**

Successfully redesigned & turned around the disaster recovery program

for the State of Texas, responsible for rebuilding more than 15,000 homes and 3,600 infrastructure projects in 62 counties; managed the housing and infrastructure projects for three separate disasters.

Responsible for transitioning an underperforming \$3.1B disaster recovery program from two state agencies to the General Land Office and significantly improved the pace of the overall program.

Managed the incorporation of a conciliation agreement from housing advocates that sued the State of Texas, and managed the relationship with those advocates to maintain the pace of the program. Directed the creation of several IT solutions to manage and improve the program.

### DEPUTY EXECUTIVE DIRECTOR, TEXAS FACILITIES COMMISSION, 2009–2013 **FACILITIES & ENERGY MANAGEMENT DIVISION**

Stood up an Office of Energy Management program at the invitation of the Executive Director. Gained responsibility in six months over all capitol complex buildings, including building operations, property management, custodial, recycling, and grounds, which developed into the Facilities & Energy Management Division.

Reorganized the management of the Texas Capital complex and successfully implement an \$80M deferred maintenance project focused around quality, cost savings and energy management. Created miniMax, which saved \$1M in janitorial costs and increased recycling by \$1M.



# PAUL RAINWATER

## Advisor

### EDUCATION

M.S., International Relations | Salve Regina University,  
Rhode Island

B.A., Government Studies | McNeese University

### CERTIFICATIONS AND TRAINING

Mr. Rainwater served as Executive Director of the Louisiana Recovery Authority (LRA) for Hurricanes Katrina, Rita, Ike, and Gustav. This experience makes him one of the most experienced professionals in the area of Community Development Block Grant (CDBG) Disaster Recovery funding and policies.

- Certified Local Government Manager
- Registered Lobbyist

25 Total Years of Experience

HUD CDBG-DR PROGRAMS

PROGRAM DESIGN

GOVERNMENTAL  
AFFAIRS

## **Relevance**

Maintains a strong relationship with HUD, built on supporting the Louisiana Road Home program that resulted in more than \$14B CDBG funding.

Lectures nationally on lessons learned on CDBG-DR programs.

Served as Executive Director of the Louisiana Recovery Authority for Hurricanes Katrina, Rita, Ike, and Gustav.

## RELEVANT EXPERIENCE

PARTNER, SENIOR VICE PRESIDENT & CHIEF STRATEGY OFFICER, PLEXOS GROUP, LLC., 2013 - PRESENT

### **RESTORE LOUISIANA**

Played a significant role in the initial ramp-up of the Restore Louisiana Program which was created as a result of the "Great Flood of 2016" that catastrophically impacted the citizens of Louisiana.

CHIEF OF STAFF TO GOVERNOR JINDAL

### **STATE OF LOUISIANA**

Served as the Governor's Representative on several operational groups, coordinating directly with the White House, Federal, and State agencies for the BP Oil Spill and as Commissioner of Administration and Chief of Staff for the Governor where he negotiated on behalf of the State concerning testing protocols, recovery issues, and damages as part of a team of agencies and attorneys.

DIRECTOR, LOUISIANA RECOVERY AUTHORITY

### **LOUISIANA ROAD HOME PROGRAM**

Following Hurricanes Katrina and Rita, Mr. Rainwater developed and led the largest housing reconstruction program in the history of the United States. This effort resulted in more than \$14 billion in HUD CDBG funding.

Managed day to day operations of the program including over 1000 personnel.

Developed all policies and procedures in close coordination with HUD, the banking industry, insurance agencies,

and Governors Kathleen Blanco and Bobby Jindal.

Testified in front of Congress 15 times on the program, its challenges and progress.

Worked closely with the Secretary of HUD for both the Bush administration and the Obama Administration as well as the HUD National Disaster Recovery Unit and FEMA Region VI.

Worked closely with stakeholders at the federal and local level to streamline processes and improve program efficiencies.

### **HAZARD MITIGATION GRANT PROGRAM**

Developed and led the largest housing elevation grant program in the history of the United States, resulting in more than \$1 billion in FEMA HMGP funding.

Served as the Governor Jindal's authorized representative to FEMA. Managed day to day operations of the program including over 300 personnel. Developed all policies and procedures in close coordination with FEMA, the banking industry, insurance agencies, municipalities, and Governor Jindal.

Worked with the Secretary of DHS, the FEMA Director for the Bush and the Obama Administration, FEMA national headquarters, FEMA Region VI, and NFIP. Worked closely with stakeholders at the federal and local level to streamline processes and improve program efficiencies.

Worked closely with local, state, and federal law enforcement agencies for Fraud Prevention.

Other key team members are showcased below:



**Sean Almonte**  
*Program  
Management*

10 years of experience with CDBG-DR and other planning and recovery programs. Managed \$476M CDBG-DR allocation with the NYC Department of Housing Preservation and Development for post-Hurricane Sandy redevelopments. Experience establishing productivity measures, strategies, and tools to ensure compliance.



**Michael  
Ducatte**  
*Inspections  
and Damage  
Assessment*

30 years of construction management experience, including project and staff management and inspections. Currently providing assistance in the disaster assessment, data collection, and analysis tasks for the CDBG-DR funded Restore Louisiana Housing Recovery Program. Licensed General Contractor in NC.



**Tim Lagudi**  
*Case  
Management*

5 years of project management experience managing the \$1 Billion CDBG-DR funded NY Rising housing recovery program for 20,000 applicants on behalf of the NY Governor's Office of Storm Recovery. Expert knowledge of the entire process from application intake through application closeout.



**Sheila Hascall**  
*HMGP*

More than 10 years of experience in planning, developing, and implementing hazard mitigation programs for state and local governments. Has managed the entire process, from grant application to closeout, for more than 20 federally declared disasters under the Hazard Mitigation Act Grant Program. Helped secure FEMA approval and HMGP funding for a variety of large and non-traditional projects.



**Debra Smith**  
*CDBG-DR  
Compliance  
and Grant  
Management*

Over 10 years of experience managing multiple CDBG-DR grant opportunities. Provides internal policy and compliance technical assistance for the CDBG-DR award granted to NYC Housing Authority for Hurricane Sandy recovery activities. Serves as the Project Manager and CDBG-DR Subject Matter Expert (SME) for the 2015 and 2016 HUD Community Compass Technical Assistance programs.



**Kevin Stanley**  
*Lead-based  
Paint  
Inspections*

Consulted as a lead-based hazard mitigation specialist working with public housing authorities and state government contractors administering CDBG-DR programs. Expert on Title X of the Housing and Community Development Act of 1992. Compliance activities include lead-based paint inspections, lead-based paint risk assessments, on-site compliance audits, and developing property specific lead-hazard control plans.



**John Bock**  
*Environmental  
Inspections*

Senior environmental scientist with over 20 years of experience in environmental impact analysis, project management, environmental decision making, health and safety planning, and natural resource management.



**Tammie  
Hinson**  
*Eligibility &  
DOB*

14 years of experience in fraud prevention and detection and 9 years of experience with HUD CDBG-DR programs. Has conducted claims investigations for property, liability, and prepared case investigation reports supporting findings.



**Thomas  
Richards**  
*Title*

Licensed attorney with extensive experience in CDBG program management, legal, and compliance matters. Provided CDBG-DR title, disbursement, closing, and legal support for the Louisiana Road Home Program, Louisiana Land Trust, HUD, among others.



**Kirk deViere**  
*Public  
Relations*

Has over 25 years of leadership experience in the military, government and private business sectors. Expertise lies in launching and leading highly successful marketing and business development initiatives and public relations campaigns.



**Yolanda  
Abram**  
*Buyout*

Has over 20 years of experience writing grants, program development, disaster program compliance monitoring, and team building. Managed North Carolina housing and infrastructure recovery projects in the aftermath of Hurricanes Hugo, Floyd, Frances, Ivan, and Irene.

## **PROJECTED WORKLOAD**

Using the IEM Homeowner Flow Model that generates our proposed Project Schedule and Deliverables scenarios, we apply a man-month basis to estimate workload for each of the units proposed. One Case Management man-month can handle 25-30 active program applicants. The number of FTE required each month will depend on the number of applicants active in the month. This number can flex given the Program needs, with expected changes over the delivery period. For example, we estimate that 60-70 case managers would be required for our Project Schedule Scenario 1, whereas only 20-25 would be required for Scenario 2—albeit for a longer period of delivery. Given the uncertainties in the rate of new applications entering the program we can also apply an average projected workload between the bounding Scenarios of 35 case managers as a reasonable value.

Our site Inspection and Lead Based Paint man-months can each deliver 13 units, with each unit applying to an active applicant. The number of inspectors or Lead assessments required will depend, as with the rest of the units, on the rate that active applicants enter the Program queue. Our Environmental Review man-month can deliver 20 units. Our Eligibility man-month can deliver 32 units and our DOB man-month can deliver 80 units.

Our Project Management workload is directly determined by the management and task lead staffing proposed in Figure 5. Project Management is a continuous process applied against all the delivery areas month to month. We treat Project Management as a monthly constant unit for the duration of the project with the monthly fixed cost based on the rates of the personnel specified.

## **STAFFING PLAN AND APPROACH**

IEM has the proven ability to establish sufficient staffing for disaster recovery operations. In Louisiana's CDBG-DR housing program last year, IEM's team established four intake centers and onboarded over 300 employees all in less than four weeks. And in support of New York's Public Assistance and Hazard Mitigation Grant Programs after Hurricane Sandy, IEM initially deployed 140 staff to support activity in New York County, Long Island, the Lower Hudson Valley, and Upstate New York. Then on multiple occasions (to meet emergent requirements from the State), we surged 20 additional technical staff each within a week of the State's request.

The IEM Team staffing strategy combines a cadre of experienced professionals to serve in management roles with a local and regional hiring strategy to fill staff positions. We will build a diverse workplace that reflects the applicant population that the Homeowner Recovery Programs serve. The strategy includes posting to local newspapers and local and popular online job sites, in addition to sending employment opportunity information to local colleges, trade schools, and universities. Finally, to complement the recruiting campaign, we capitalize on social media forums to publicize job openings. IEM effectively initiated this process with our housing program management work for the States of New York in 2014 and Louisiana in 2017.

## **MANAGEMENT**

IEM recognizes the importance of robust, rigorous management processes to our work and our customers. Process discipline is the best guarantee of providing results consistently, time and again, while containing cost and schedule risk. Our Task Management Process (TMP), practiced and refined over our three decades of emergency management consulting, has been the

primary reason for our success in hundreds of projects—ranging in scope from small projects to multi-year, multi-million dollar contracts for federal agencies. The TMP encompasses all of the following:

- Careful analysis of all stakeholder requirements and concerns
- Focused planning that includes “outside-the-box” thinking
- Attention to risk management from the first day of task implementation, including detailed reviews by the responsible managers

Accountability for project delivery resides with the Project Manager, Ms. Tiffany Crane. She is supported by a project team with the background and competencies to cover all explicit and implied tasks. Lines of authority are consistent with the organization chart in Figure 5. Ms. Crane will lead team coordination meetings (both in-person meetings and conference calls augmented by screen-sharing or other supportive technology as needed) on a schedule that flexes with the need of the project (i.e., more frequent meetings will occur near critical milestone points in the schedule).

IEM has chosen a matrix management model for providing Program support, similar to IEM’s organizational matrix model, in order to match the best resources of our firm and our partners to the functional areas of our proposed management model. This hybrid divisional-functional model provides the benefit of specialized, knowledgeable talent within each Program functional area, while allowing Program needs to be met rapidly and maintaining communication across the organization. This model breaks up silos of information, ensuring cross-functional understanding of the program and cross-training of staff members. Our management team focus, then, is to support our employees in accomplishing the mission.

A workflow management tool, with real-time reporting on key process points, will allow us to track progress toward performance goals and identify bottlenecks. Performance measures in five dimensions (Productivity, Quality, Timeliness, Fraud/Waste/ Abuse Prevention, and Customer Satisfaction) will guide the information collected and stimulate the right performance focus. We will follow Best Practices as identified by the *DHS-OIG Audit Tips for Managing Disaster-Related Projects* and other applicable HUD guidance for maintaining internal controls for management of the project.

Beyond monitoring, IEM has recent experience leveraging data analytics to **improve grants management**. On our referenced project, New York Rising (see *Examples of Similar Work*), IEM developed a rigorous data structure that allowed government leadership to quantify application statuses. And it allowed IEM to use predictive analytics, applying critical path modeling and further statistical analysis to predict problematic applications and prioritize them to avoid downstream bottlenecks. In both New York and Louisiana, we took our analytics further to create prioritization tools that were used by Case Managers to focus work on applicants. We were able to identify stalled applicants to drive immediate outreach to get them moving again.

Furthermore, our commitment to effective management and reporting includes providing NCEM with visibility on the information needed to oversee operations and make needed projections. IEM has developed a Homeowner Flow Model that will be loaded with layers of data consisting of applicant pool assignments, processing timelines, and estimated resource/staffing load. This model was used to develop the Project Schedule and Deliverables



specified in our proposed Concept of Operation, applying an initial set of assumptions that can change to adapt to the evolution of the NC Program delivery. The model yields results that can be used to support projections of the costs of program delivery. Due to the project's unit pricing, these costs depend heavily on where applicants are in the process.

### **QUALITY CONTROL**

IEM's Quality Management approach reflects two basic tenets of effective project delivery—the importance of planning and the value of implementing program tasks with clearly defined standards. The objectives of our quality control plan include ensuring that all key stakeholders are in agreement on the project mission; owning the goals of the program; understanding factors critical to the projects' completion (tasks); and knowing that our actions achieve the goals and mission of the State.

We will use program policies and procedures to develop and implement operational processes and procedures that will meet or exceed both State and HUD standards. We use both preventive and detective controls in our workflows and systems to maintain compliance on all tasks. Based on HUD-tested best practices and HUD monitoring protocols, IEM implements a systematic checklist, field, and desk review process to ensure compliance and inform process/procedure modification when necessary.

Our one-over-one review process—implemented at the task level with peers reviewing each other's work products before they move forward to supervisor review—instills an audit-like review that demands accuracy and documentation, as well as consistency across our workforce. This approach prepares each document and file for audit-level scrutiny. It requires each document to tell its own story, so that anyone without prior knowledge of the file must be able to verify the work product based solely on the documentation provided. Our review includes accuracy and completeness verifications, as well as quality standards checklists and desk reviews.

## Organizational Capacity Analysis

ITEM has over 450 employees and our largest office and headquarters is located in Morrisville, NC. We currently are performing contracts with dedicated staff in 11 states with staff specifically working medium to large scale FEMA and CDBG-DR grant programs in 5 of those states. ITEM maintains a robust in-house recruiting staff to ensure we have quality local hires for all these work locations. In addition, ITEM maintains reach to a reserve staff of former and repeat employees that numbers in the hundreds. This allows us to rapidly source the right management and line staff from a deep pool of current office and former resources, and place them where and when grant management work will occur. Our subcontractors, introduced earlier in our proposal, can supplement our Team's capacity with hundreds of additional options. ITEM will be hiring locally for a number of the backbone positions in our delivery, specifically inspectors, case management, eligibility and DOB staff, supplemented by experienced employees from current ITEM and subcontractor rolls. Management and lead positions are drawn from experienced staff that are immediately available or that are pending reassignment from downsizing or finished projects.

### TOOLBOX

Ms. Crane has at her command a Subject Matter Expert Toolbox, covering both FEMA and CDBG-DR programs, with a track record of developing innovative and flexible recovery programs. This is the Advisory Board that ITEM has assembled for North Carolina covering FEMA HMGP programs, CDBG-DR programs, environmental best practices, preservation and inspections, fraud prevention, and more. Ms. Crane will work in collaboration with North Carolina Emergency Management to bring the total expertise of these senior advisors to design the most comprehensive and far-reaching program feasible. A crisis is also an opportunity, and this Advisory Board will assist the State and DPS in designing programs that utilize federal funding, leverage them with other public and private funds, and ensure a safety net for all North Carolinians through the recovery process.

SME TOOLBOX		
Bryson Koon - ADICP	John Gorman - Deputy	Michael Chambers - ADICP
Christian Woods - ADICP	Lawrence Ralston - ADICP	Larry Thompson - ADICP
Josh Keller - ADICP	Kenneth Baker - ADICP	Karyl Kunkle - ADICP
Lee Marley - ADICP	Clayton Ralston - ADICP	Paul Morgan - ADICP
Chris Baker - ADICP	David Ralston - ADICP	Robert Morgan - ADICP
Jonathan Ralston - ADICP	Theresa Ralston - ADICP	John Ralston - ADICP
John Ralston - ADICP	David Ralston - ADICP	John Ralston - ADICP

Figure 6: SME Toolbox. Our Team is supplemented by subject-matter experts who are available as resources for the duration of this project

### RESOURCE AND MATERIALS DEPLOYMENT

ITEM is fully committed to providing our team with the tools to do the job for North Carolina's impacted citizens. The right tools and training support reduce the workload of staff while also boosting the productivity of our organization. This leads to distributing recovery funds faster and a faster recovery process.

We will maintain a centralized library of training materials, video, and print resources (electronic and hard copy). It will include training records, historical policies, procedures, system design training materials and release notes, and all administrative documentation regarding policy updates and training.

As a risk control measure, IEM also offers the demonstrated ability to rapidly add members to a team and integrate them into operations, with examples provided in the text box to the right.

To provide the physical equipment and resources our staff needs, a Logistics Officer will be assigned to the organization. The Logistics Officer has a broad mandate to ensure the team has the material they need to do the job. This is the approach we used successfully in the New York and Louisiana CDBG-DR deployments. For any durable equipment purchased with Program funds or provided by the State, the IEM Team will perform an initial inventory and bar-code it, track it at each change of disposition (such as when assigned to an employee), and periodically verify its status through regular inventory audits. If a need arises, IEM also has back-office capabilities to provide productivity tools to our team, covering:

- Database Development and Management
- Process Management
- Performance Measurement and Budgeting
- Collaboration Networks and Portals
- Document Sharing
- Knowledge Base Management

### **Rapid Response to Subcontracting Needs**

#### **NY Housing Assistance**

- Brought 14 new subcontractors on board within seven days after contract signature, with zero lapse in service.
- Later identified potential bottleneck in obtaining title reports; brought in five new subcontractors within 72 hours.

#### **Army Maneuver Support Center**

- Onboarded and actively manages 30 subcontractors of all sizes.
- Cover all phases of the CDBG-DR delivery, including construction services.

## Proposal Cross Reference

We have provided the below table to illustrate that our proposal includes all required components as specified in the RFP.

Requirement in RFP	Location in this Proposal
4.0 Requirements; #1 – Section 3	Managing and Reporting on Compliance (Part 2, p. 14)
4.0 Requirements; #2 – Subcontract to locally owned businesses, minority and women-owned businesses enterprises, and low-income residents in the program area	Vendor Experience (Part 2, p. 13) BB Foster Consulting, PC (Part 2, p.6) O.R. Colan Associates (Part 2, p. 6) The 219 Group, LLC (Part 2, p. 7)
4.0 Requirements; #2 – Other Requirements	Resource and Materials Deployment (Part 2, p. 46) Managing and Reporting on Compliance (Part 2, p.14) Expert Coordination with NCEM (Part 2, p. 28) Coordination with Regulatory Agencies (Part 2, p. 28)
4.5 Financial Stability – Financial Statements	Following Attachment E in Part 1 of this proposal
4.6 Vendor Experience	Corporate Organization and Experience (Part 2, p. 4)
Item 1	Documentation and licenses provided in Part 3 of this proposal
Item 2	Vendor Experience (Part 2, p.13) Concept of Operation/Methodology (Part 2, p. 14)
Item 3	Vendor Experience (Part 2, p.13)
Item 4	Environmental Hazards Testing (Lead-Based Paint Assessment/Clearance, Asbestos) Environmental Review, and Mitigation (Part 2, p. 14)
Item 5	Restore Louisiana Housing Recovery Program Management – State of Louisiana (Part 2, p. 8) NY Rising Housing Recovery Program Management – State of New York (Part 2, p. 10) NY Public Assistance & Hazard Mitigation Technical Assistance – State of New York (Part 2, p. 12) Application Eligibility and Duplication of Benefits (Part 2, p. 13)
Item 6	Restore Louisiana Housing Recovery Program Management – State of Louisiana (Part 2, p. 8) NY Rising Housing Recovery Program Management – State of New York (Part 2, p. 10) NY Public Assistance & Hazard Mitigation Technical Assistance – State of New York (Part 2, p. 12) Site Inspections and Documentation (Part 2, p. 13)

Requirement in RFP	Location in this Proposal
Item 7	Restore Louisiana Housing Recovery Program Management – State of Louisiana (Part 2, p. 8) NY Rising Housing Recovery Program Management – State of New York (Part 2, p. 10) Environmental Hazards Testing (Lead-Based Paint Assessment/Clearance, Asbestos) Environmental Review, and Mitigation (Part 2, p. 14)
Item 8	Restore Louisiana Housing Recovery Program Management – State of Louisiana (Part 2, p. 8) NY Rising Housing Recovery Program Management – State of New York (Part 2, p. 10) Environmental Hazards Testing (Lead-Based Paint Assessment/Clearance, Asbestos) Environmental Review, and Mitigation (Part 2, p. 14)
Item 9	Restore Louisiana Housing Recovery Program Management – State of Louisiana (Part 2, p. 8) NY Rising Housing Recovery Program Management – State of New York (Part 2, p. 10) NY Public Assistance & Hazard Mitigation Technical Assistance – State of New York (Part 2, p. 12) Managing and Completing Similar Projects in Size and Scope (Part 2, p. 14)
Item 10	Managing and Reporting on Compliance (Part 2, p.14)
Item 11	Staff Organization and Experience (Part 2, p. 32)
Item 12	Staff Organization and Experience (Part 2, p. 32)
Item 13	Restore Louisiana Housing Recovery Program Management – State of Louisiana (Part 2, p. 8) NY Rising Housing Recovery Program Management – State of New York (Part 2, p. 10) Environmental Hazards Testing (Lead-Based Paint Assessment/Clearance, Asbestos) Environmental Review, and Mitigation (Part 2, p. 14)
Item 14	Concept of Operation/Methodology (Part 2, p.15)
Item 15	Innovative Income Verification Processes (Part 2, p. 23) Innovative Information Technology Tools (Part 2, p. 28)
Item 16	Projected Workload (Part 2, p. 43)
Item 17	Staffing Plan and Approach (Part 2, p. 43)
Item 18	Resource and Materials Deployment (Part 2, p. 46)
Item 19	Quality Control and Segregation of Duties in Property Assessments (Part 2, p. 27) Quality Control (Part 2, p. 45)
Item 20	Organization and Leadership (Part 2, p. 32) Management (Part 2, p. 43)
4.7 References	Restore Louisiana Housing Recovery Program Management – State of Louisiana (Part 2, p. 8) NY Rising Housing Recovery Program Management – State of New York (Part 2, p. 10) NY Public Assistance & Hazard Mitigation Technical Assistance – State of New York (Part 2, p. 12)

Requirement in RFP	Location in this Proposal
5.2 Project Organization and Corporate Background	Staff Organization and Experience (Part 2, p. 32)
5.3 Technical Approach	Concept of Operation/Methodology (Part 2, p.15)
6.1 Project Manager and Customer Service	Organization and Leadership (Part 2, p. 32) Management (Part 2, p. 43)
6.2 Post Award Management Review Meetings	Kickoff Meeting (Part 2, p. 17)
6.3 Continuous Improvement	Anti-Fraud, Waste, and Abuse (Part 2, p. 17)



# NORTH CAROLINA

## Department of the Secretary of State

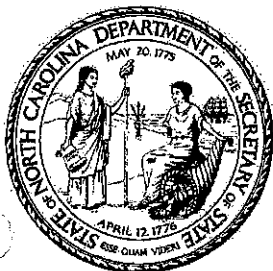
### CERTIFICATE OF AUTHORIZATION

I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify that

#### INNOVATIVE EMERGENCY MANAGEMENT, INC.

a corporation organized under the laws of Louisiana was authorized to transact business in the State of North Carolina by issuance of a certificate of authority on the 28th day of October, 2008.

I FURTHER certify that the said corporation's certificate of authority is not suspended for failure to comply with the Revenue Act of the State of North Carolina; that the said corporation's certificate of authority is not revoked for failure to comply with the provisions of the North Carolina Business Corporation Act; that its most recent annual report required by G.S. 55-16-22 has been delivered to the Secretary of State; and that a certificate of withdrawal has not been issued in the name of the said corporation as of the date of this certificate.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 5th day of November, 2013.

*Elaine F. Marshall*

Secretary of State





- Upload a PDF Filing
- Order a Document Online
- Add Entity to My Email Notification List
- View Filings
- File an Annual Report/Amend an Annual Report
- Print an Amended a Annual Report form
- Print a Pre-Populated Annual Report form

## Business Corporation

### Legal Name

Innovative Emergency Management, Inc.

### Information

**SosId:** 1069590

**Status:** Current-Active

**Annual Report Status:** Current

**Citizenship:** Foreign

**Date Formed:** 10/28/2008

**Fiscal Month:** December

**State of Incorporation:**

LA

**Registered Agent:** Incorp Services, Inc.

### Addresses

#### Reg Office

176 Mine Lake Court, Suite 100  
Raleigh, NC 27615-6417

#### Reg Mailing

176 Mine Lake Court, Suite 100  
Raleigh, NC 27615-6417

#### Principal Office

2801 Slater Road, Suite 110  
Morrisville, NC 27560-8477

#### Mailing

P.O. Box 110265  
Durham, NC 27709-5265

### Officers

#### President

Madhu Beriwal  
2801 Slater Road, Suite 110  
Morrisville NC 27560-8477

#### Secretary

Ted Lemcke  
2801 Slater Road, Suite 110  
Morrisville NC 27560-8477

#### Treasurer

Dan Michael  
2801 Slater Road, Suite 110  
Morrisville NC 27560-8477

**Stock**



# BUSINESS CORPORATION ANNUAL REPORT

10-2017

NAME OF BUSINESS CORPORATION:

**Innovative Emergency Management, Inc.**

SECRETARY OF STATE ID NUMBER: **1069590**

STATE OF FORMATION: **LA**

REPORT FOR THE FISCAL YEAR END: **12/31/2017**

Filing Office Use Only

E-Filed Annual Report  
1069590  
CA201800200997  
1/2/2018 01:41

☐ Changes

## SECTION A: REGISTERED AGENT'S INFORMATION

1. NAME OF REGISTERED AGENT: **Incorp Services, Inc.**

2. SIGNATURE OF THE NEW REGISTERED AGENT:

SIGNATURE CONSTITUTES CONSENT TO THE APPOINTMENT

3. REGISTERED OFFICE STREET ADDRESS & COUNTY

**176 Mine Lake Court, Suite 100  
Raleigh, NC 27615-6417 Wake County**

4. REGISTERED OFFICE MAILING ADDRESS

**176 Mine Lake Court, Suite 100  
Raleigh, NC 27615-6417**

## SECTION B: PRINCIPAL OFFICE INFORMATION

1. DESCRIPTION OF NATURE OF BUSINESS: **Management, Scientific, and Technical Consulting Services**

2. PRINCIPAL OFFICE PHONE NUMBER: **(919) 990-8191**

3. PRINCIPAL OFFICE EMAIL: **Privacy Redaction**

4. PRINCIPAL OFFICE STREET ADDRESS & COUNTY

**2801 Slater Road, Suite 110  
Morrisville, NC 27560-8477**

5. PRINCIPAL OFFICE MAILING ADDRESS

**P.O. Box 110265  
Durham, NC 27709-5265**

6. Select one of the following if applicable. (Optional see instructions)

☐

The company is a veteran-owned small business

☐

The company is a service-disabled veteran-owned small business

## SECTION C: OFFICERS (Enter additional officers in Section E.)

NAME: **Ted Lemcke**

NAME: **Madhu Beriwal**

NAME: **Dan Michael**

TITLE: **Secretary**

TITLE: **President**

TITLE: **Treasurer**

ADDRESS:

**2801 Slater Road, Suite 110**

ADDRESS:

**2801 Slater Road, Suite 110**

ADDRESS:

**2801 Slater Road, Suite 110**

## SECTION D: CERTIFICATION OF ANNUAL REPORT. Section D must be completed in its entirety by a person/business entity.

**1/2/2018**

SIGNATURE

DATE

Form must be signed by an officer listed under Section C of this form.

**Ted Lemcke**

**Secretary**

Print or Type Name of Officer

Print or Type Title of Officer

This Annual Report has been filed electronically.

MAIL TO: Secretary of State, Business Registration Division, Post Office Box 29525, Raleigh, NC 27626-0525



License Year

2018

License No.

78512

# North Carolina

## Licensing Board for General Contractors

This is to Certify That:

Innovative Emergency Management, Inc.  
Morrisville, NC

is duly registered and entitled to practice

## General Contracting

Limitation: Unlimited  
Classification: Building

until

December 31, 2018

when this Certificate expires.

Witness our hands and seal of the Board

Dated, Raleigh, N.C.

January 1, 2018

This certificate may not be altered



Chairman

*C. Frank Wisener*  
Secretary-Treasurer





# NORTH CAROLINA

## Department of the Secretary of State

### CERTIFICATE OF AUTHORIZATION

I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify that

**TETRA TECH, INC.**

a corporation organized under the laws of Delaware was authorized to transact business in the State of North Carolina by issuance of a certificate of authority on the 28th day of December, 1993.

I FURTHER certify that the said corporation's certificate of authority is not suspended for failure to comply with the Revenue Act of the State of North Carolina; that the said corporation's certificate of authority is not revoked for failure to comply with the provisions of the North Carolina Business Corporation Act; that its most recent annual report required by G.S. 55-16-22 has been delivered to the Secretary of State; and that a certificate of withdrawal has not been issued in the name of the said corporation as of the date of this certificate.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 18th day of January, 2018.

*Elaine F. Marshall*

Secretary of State







# NORTH CAROLINA

## Department of the Secretary of State

To all whom these presents shall come, Greetings:

I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

### APPLICATION FOR CERTIFICATE OF AUTHORITY

OF

PLEXOS GROUP, L.L.C.

the original of which was filed in this office on the 24th day of January, 2018.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 24th day of January, 2018.

*Elaine F. Marshall*

Secretary of State

State of North Carolina  
Department of the Secretary of State

SOSID: 1657022  
Date Filed: 1/24/2018 5:44:00 PM  
Elaine F. Marshall  
North Carolina Secretary of State  
C2018 024 00830

APPLICATION FOR CERTIFICATE OF AUTHORITY  
FOR LIMITED LIABILITY COMPANY

Pursuant to §57D-7-03 of the General Statutes of North Carolina, the undersigned limited liability company hereby applies for a Certificate of Authority to transact business in the State of North Carolina, and for that purpose submits the following:

1. The name of the limited liability company is Plexos Group, L.L.C.;

and if the limited liability company name is unavailable for use in the State of North Carolina, the name the limited

liability company wishes to use is Plexos Group, L.L.C.

2. The state or country under whose laws the limited liability company was formed is Louisiana

3. Principal office information: (Select either a or b.)

a. ☒ The limited liability company has a principal office.

The principal office telephone number: 225-757-5344

The street address and county of the principal office of the limited liability company is:

Number and Street: 1800 City Farm Drive, Bldg 4, Ste. B

City: Baton Rouge State: La Zip Code: 70806 County: East Baton Rouge Parish

The mailing address, if different from the street address, of the principal office of the corporation is:

Number and Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ County: \_\_\_\_\_

b. ☐ The limited liability company does not have a principal office.

4. The name of the registered agent in the State of North Carolina is: Registered Agents Inc.

5. The street address and county of the registered agent's office in the State of North Carolina is:

Number and Street: 4030 Wake Forest Road, Ste. 349

City: Raleigh State: NC Zip Code: 27609 County: Wake County

6. The North Carolina mailing address, if different from the street address, of the registered agent's office in the State of North Carolina is:

Number and Street: \_\_\_\_\_

City: \_\_\_\_\_ State: NC Zip Code: \_\_\_\_\_ County: \_\_\_\_\_

BUSINESS REGISTRATION DIVISION  
(Revised July 2017)

P.O. BOX 29622

RALEIGH, NC 27626-0622  
(Form L-09)

# APPLICATION FOR CERTIFICATE OF AUTHORITY

Page 2

7. The names, titles, and usual business addresses of the current company officials of the limited liability company are:  
(use attachment if necessary) (This document must be signed by a person listed in item 7.)

Name and Title

Business Address

David Odom, President and CEO, 1800 City Farm Dr. Bldg 4, Ste. B, Baton Rouge, La. 70806  
Kirk Fisher, CFO, 1800 City Farm Dr. Bldg 4, Ste. B, Baton Rouge, La. 70806  
Tenesha Williams, Office Manager, 1800 City Farm Dr. Bldg 4, Ste. B, Baton Rouge, La. 70806

8. Attached is a certificate of existence (or document of similar import), duly authenticated by the secretary of state or other official having custody of limited liability company records in the state or country of formation. **The Certificate of Existence must be less than six months old. A photocopy of the certification cannot be accepted.**
9. If the limited liability company is required to use a fictitious name in order to transact business in this State, a copy of the resolution of its managers adopting the fictitious name is attached.

10. (Optional): Please provide a business e-mail address. The Secretary of State's Office will e-mail the business if filed. **The e-mail provided will not be viewable** the instructions for this document.

**Privacy Redaction**

11. This application will be effective upon filing, unless a delayed date and/or time is specified: \_\_\_\_\_

This the 24<sup>th</sup> day of January, 2018

Plexos Group, L.L.C.

*Signature of Company Official*

David Odom/President and CEO

*Type or Print Name and Title*

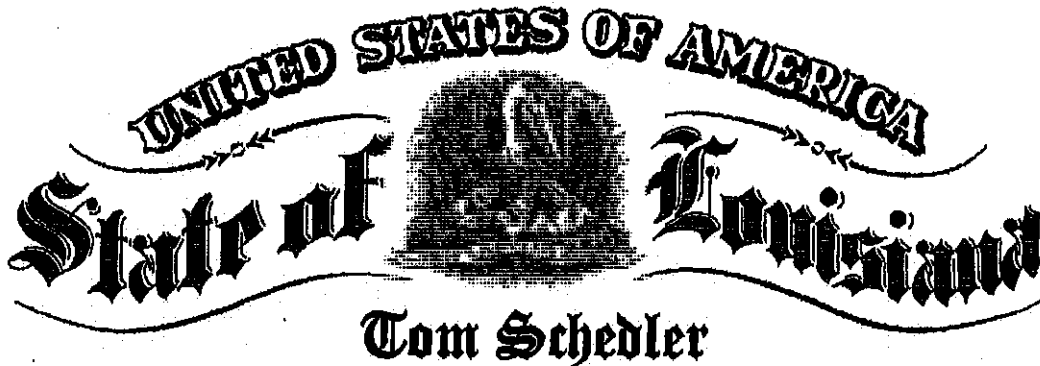
## Notes:

1. Filing fee is \$250. This document must be filed with the Secretary of State.

BUSINESS REGISTRATION DIVISION  
(Revised July 2017)

P.O. BOX 29622

RALEIGH, NC 27626-0622  
(Form L-09)



SECRETARY OF STATE

*As Secretary of State of the State of Louisiana I do hereby Certify that*

**PLEXOS GROUP, L.L.C.**

A limited liability company domiciled in BATON ROUGE, LOUISIANA,

Filed charter and qualified to do business in this State on April 13, 2012,

I further certify that the records of this Office indicate the company has paid all fees due the Secretary of State, and so far as the Office of the Secretary of State is concerned, is in good standing and is authorized to do business in this State.

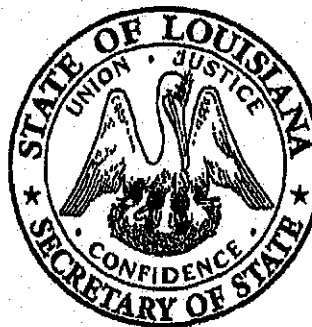
I further certify that this certificate is not intended to reflect the financial condition of this company since this information is not available from the records of this Office.

In testimony whereof, I have hereunto set my hand and caused the Seal of my Office to be affixed at the City of Baton Rouge on,

November 22, 2017

*Secretary of State*

Web 40804797K



Certificate ID: 10891089#BFT93

To validate this certificate, visit the following web site, go to **Business Services**, **Search for Louisiana Business Filings**, **Validate a Certificate**, then follow the instructions displayed.  
[www.sos.la.gov](http://www.sos.la.gov)

Page 1 of 1 on 11/22/2017 10:24:17 AM

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- View Filings • File an Annual Report/Amend an Annual Report
- Print an Amended a Annual Report form • Print a Pre-Populated Annual Report form

## Business Corporation

### Legal Name

AMEC Foster Wheeler Environment & Infrastructure, Inc.

### Prev Legal Name

AGRA Earth & Environmental, Inc.

### Prev Legal Name

AMEC Earth & Environmental, Inc.

### Prev Legal Name

AMEC Environment & Infrastructure, Inc.

## Information

**SosId:** 0559602

**Status:** Current-Active

**Annual Report Status:** Current

**Citizenship:** Foreign

**Date Formed:** 8/4/2000

**Fiscal Month:** December

**State of Incorporation:**

NV

**Registered Agent:** CT Corporation System

## Addresses

### Principal Office

1105 Lakewood Parkway, Ste. 300  
Alpharetta, GA 30009-7625

### Reg Office

160 Mine Lake Ct Ste 200  
Raleigh, NC 27615-6417

### Reg Mailing

160 Mine Lake Ct Ste 200  
Raleigh, NC 27615-6417

### Mailing

2020 Winston Park Dr, Suite 700  
Oakville, ON L6H 6X7

## Officers

**Assistant Vice President**

Howard D Barlow

1281 East Alluvial Avenue, Suite 101

Fresno CA 93720

**Assistant Secretary**

Deborah J Barrow

1105 Lakewood Parkway, Suite 300

Alpharetta GA 30009

**Assistant Vice President**

Charles K Conner

180 Grand Avenue, 11th Floor

Oakland CA 94612

**Vice President**

Joseph F Farrell

1105 Lakewood Parkway, Suite 300

Alpharetta GA 30009

**Assistant Secretary**

Robert J. Feighery

751 Arbor Way, Ste. 180

Blue Bell PA 19422

**Assistant Vice President**

Victor A Fisher

10670 White Rock Road, Suite 100

Rancho Cordova CA 95670

**Assistant Secretary**

Gregory R Gerrish

2020 Winston Park Dr, Suite 700

Oakville ON L6H 6X7

**Assistant Vice President**

Robert M Jones

4150 North John Young Parkway

Orlando FL 32804

**Assistant Treasurer**

Joanne Karakashian

2020 Winston Park Drive, Suite 700

Oakville, ON XX L6H 6X7

**Senior Vice President**

J. Allen Kibler

1105 Lakewood Parkway, Suite 300

Alpharetta GA 30009

**Secretary**

Bradley J Knight

1105 Lakewood Parkway, Suite 300

Alpharetta GA 30009

**Vice President**

Marshall Lew

6001 Rickenbacker Road

Los Angeles CA 90040

**Vice President**

Jay W. Martin

3800 Ezell Rd, Suite 100

Nashville TN 37211

**President**

Ann E Massey

1105 Lakewood Parkway, Suite 300

Alpharetta GA 30009

**Corporate Officer**

Richard T McSherry

511 Congress Street

Portland ME 04101

**Senior Vice President**

Hunter Nolen

3520 Executive Center Drive, Suite 200

Austin TX 78731

**Senior Vice President**

David Ott

McGladrey Plaza, Suite 1200, 800 Marquette Avenue  
Minneapolis MN 55402**Vice President**

Andrew J. Reese

3800 Ezell Rd, Suite 100  
Nashville TN 37211**Senior Vice President**

Joseph J Sczurko , Jr.

511 Congress Street  
Portland ME 04101**Corporate Officer**

Herbert Semple

511 Congress Street  
Portland ME 04101**Vice President**

Kendall H. Sherrill

1105 Lakewood Parkway, Suite 300  
Alpharetta GA 30009**Senior Vice President**

Lytle C. Troutt

3800 Ezell Rd, Suite 100  
Nashville TN 37211**Assistant Vice President**

James J Weaver

9177 Sky Park Court  
San Diego CA 92123**Assistant Vice President**

Francis P Wiegand

9177 Sky Park Court  
San Diego CA 92123**Stock**







# NORTH CAROLINA

## Department of the Secretary of State

### CERTIFICATE OF EXISTENCE (PROFESSIONAL CORPORATION)

I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify that

#### **BBFOSTER CONSULTING, PC**

is a professional corporation duly incorporated under the laws of the State of North Carolina, having been incorporated on the 18th day of August, 2014, with its period of duration being Perpetual.

I FURTHER certify that the said corporation's articles of incorporation are not suspended for failure to comply with the Revenue Act of the State of North Carolina; that the said corporation is not administratively dissolved for failure to comply with the provisions of the North Carolina Business Corporation Act; that the said corporation's certificate of registration is not suspended or revoked by their licensing board; and that the said corporation has not filed articles of dissolution as of the date of this certificate.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 14th day of December, 2017.

*Elaine F. Marshall*

Secretary of State





Historically  
Underutilized Businesses  
ADMINISTRATION

Kathryn Johnston  
*Secretary*

Dennis M. English, Jr.  
*Asst. to the Secretary for HUB Outreach*

June 9, 2016

Bellandra Foster, Ph.D., Pe  
BBFoster Consulting, PC (Minority Owned)  
2618-A Battleground Avenue  
#246  
Greensboro, Nc, NC 27408

Dear Bellandra Foster, Ph.D., Pe:

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/ThirdpartyEligibilityChallengev080811.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](http://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.

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

Sincerely,

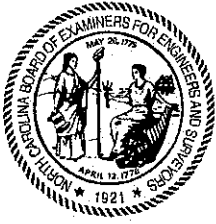
**James Trent Rawley**

James Trent Rawley  
Supplier Diversity Specialist

 **Nothing Compares™**

State of North Carolina | Office for Historically Underutilized Businesses  
116 West Jones Street, Suite 4109 | 1336 Mail Service Center | Raleigh, NC 27699-1336  
(919) 807-2330 T





**NORTH CAROLINA BOARD OF EXAMINERS  
FOR ENGINEERS AND SURVEYORS**

4601 Six Forks Rd Suite 310  
Raleigh, North Carolina 27609

BBFoster Consulting, PC  
2618-A Battleground Avenue, #246  
Greensboro, NC 27408

**This is to Certify that:**

BBFoster Consulting, PC is licensed with the North Carolina Board of Examiners for Engineers and Surveyors, and is authorized to practice **engineering** under the provisions of Chapter 89C and 55B of the General Statutes of North Carolina.

This authorization must be renewed annually, and expires on June 30, 2018

License No. : C-4088



**THE NORTH CAROLINA BOARD OF  
EXAMINERS FOR ENGINEERS  
AND SURVEYORS**

*Adw Pitts*  
Executive Director

**POST IN PLACE OF BUSINESS**

*Issued 06/09/2017*

**Telephone**  
(919) 791-2000

**FAX**  
(919) 791-2012

**EMAIL Address**  
ncbels@ncbels.org

**WEB Site**  
www.ncbels.org





# NORTH CAROLINA

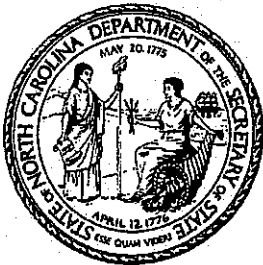
## Department of the Secretary of State

### AMENDED CERTIFICATE OF AUTHORITY

I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify that

**O.R. COLAN ASSOCIATES, LLC**

is hereby issued an Amended Certificate of Authority evidencing its name change from O. R. COLAN GROUP, LLC. A copy of the application for an amended certificate of authority conforming to the requirements of the general statutes of North Carolina is attached.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 30th day of January, 2016.

*Elaine F. Marshall*

Secretary of State

Document Id: C201602600717

Verify this certificate online at <http://www.sos.nc.gov/verification>

State of North Carolina  
Department of the Secretary of State

SOSID: 1489700  
Date Filed: 1/29/2016 11:39:00 AM  
Elaine F. Marshall  
North Carolina Secretary of State  
C2016 026 00717

APPLICATION FOR AMENDED CERTIFICATE OF AUTHORITY  
FOR LIMITED LIABILITY COMPANY

Pursuant to §57D-7-04 of the General Statutes of North Carolina, the undersigned limited liability company hereby applies for an Amended Certificate of Authority to transact business in the State of North Carolina, and for that purpose submits the following statement.

1. Name of Limited Liability Company

- a. The name of the limited liability company exactly as it appears on the Certificate of Authority currently on file with the North Carolina Department of the Secretary of State:

O.R. Colan Group, LLC

- b. The fictitious name, if any, of the limited liability company currently on file with the NC Department of the Secretary of State is:

2. The state or country of formation is: Florida

3. The date the limited liability company was authorized to transact business in the State of North Carolina is: 01/06/2016

4. The changes being made are as follows: *(See instructions for the specific uses of this document.)*

Change of Company name to O.R. Colan Associates, LLC

5. Attached is a certificate of existence (or document of similar import), duly authenticated by the Secretary of State or other official having custody of limited liability company records in the state or country of formation. The certificate of existence must be less than six months old. A photocopy of the certification cannot be accepted.

6. This application will be effective upon filing, unless a future date and/or time is specified: \_\_\_\_\_

This the 7 day of January, 20 16

O.R. Colan Associates, LLC

Name of Limited Liability Company

Catherine Muth

Signature

Catherine Muth CEO

Type or Print Name and Title

Notes:

1. Filing fee is \$50. This application must be filed with the Secretary of State.





# NORTH CAROLINA

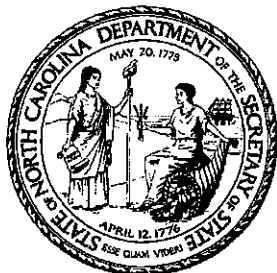
## Department of the Secretary of State

### CERTIFICATE OF AUTHORITY

I, Elaine F. Marshall, Secretary of State of the State of North Carolina, do hereby certify  
that

**TEAM TITLE, L.L.C.**

having filed on this date an application conforming to the requirements of the General  
Statutes of North Carolina, a copy of which is hereto attached, is hereby granted  
authority to transact business in the State of North Carolina.



Scan to verify online.

IN WITNESS WHEREOF, I have hereunto set  
my hand and affixed my official seal at the City  
of Raleigh, this 29th day of January, 2018.

*Elaine F. Marshall*

Secretary of State

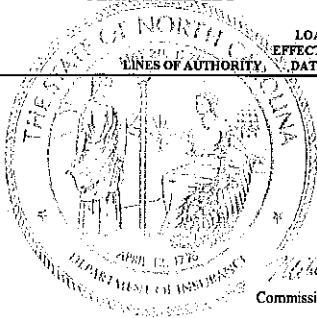
Document Id: C201802600626

Verify this certificate online at <http://www.sosnc.gov/verification>



**TEAM TITLE LLC**  
69090 HWY. 190 E. SERVICE ROAD, SUITE 200  
COVINGTON LA 70433

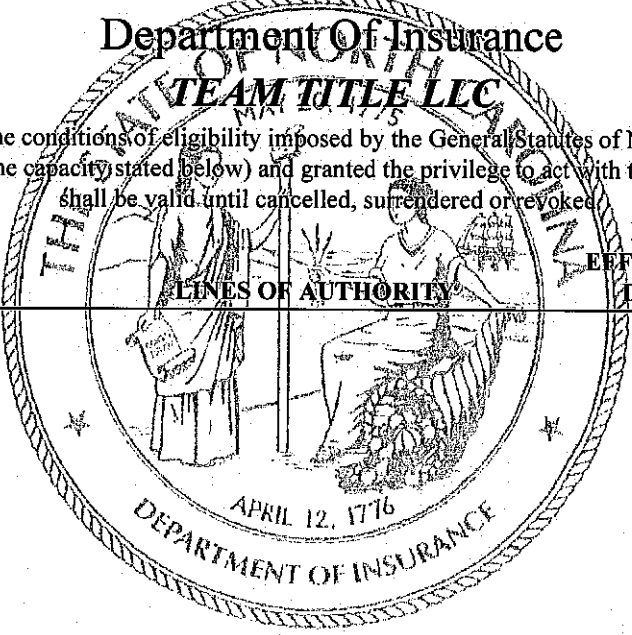
License No: 1000563242		North Carolina License		NPN: 8162227
<b>TEAM TITLE LLC</b>				
<b>LICENSE TYPE</b>	<b>LINES OF AUTHORITY</b>	<b>LOA EFFECTIVE DATE</b>	<b>LICENSE FIRST ACTIVE DATE</b>	
Corporation			01/24/2018	



*Mike Caw*  
Commissioner Of Insurance

This license shall remain in effect until the expiration date unless cancelled, surrendered or revoked. Individuals who are licensed as Insurance Producers and/or Bail Bond licensees must complete continuing education and pay all applicable renewal fees as required by North Carolina administrative code prior to the expiration date.

<b>North Carolina</b>			
License No: 1000563242		NPN: 8162227	
<b>License</b>			
<b>Department Of Insurance</b>			
<b>TEAM TITLE LLC</b>			
Who has fulfilled all of the conditions of eligibility imposed by the General Statutes of North Carolina and is hereby licensed by this State (in the capacity stated below) and granted the privilege to act with the authority of this license. It shall be valid until cancelled, surrendered or revoked.			
<b>LICENSE TYPE</b>	<b>LINES OF AUTHORITY</b>	<b>LOA EFFECTIVE DATE</b>	<b>LICENSE FIRST ACTIVE DATE</b>
Corporation			01/24/2018



For questions regarding a license please contact  
the North Carolina Department of Insurance at: 919-807-6800

*Mike Caw*  
Commissioner Of Insurance



State of North Carolina  
Department of the Secretary of State

SOSID: 1147222  
Date Filed: 5/5/2010 9:36:00 AM  
Elaine F. Marshall  
North Carolina Secretary of State  
C201010200543

Limited Liability Company  
ARTICLES OF ORGANIZATION

Pursuant to §57C-2-20 of the General Statutes of North Carolina, the undersigned do hereby submit these Articles of Organization for the purpose of forming a limited liability company.

1. The name of the limited liability company is: The 219 Group, LLC
2. If the limited liability company is to dissolve by a specific date, the latest date on which the limited liability company is to dissolve: *(If no date for dissolution is specified, there shall be no limit on the duration of the limited liability company.)*
3. The name and address of each person executing these articles of organization is as follows:  
*(State whether each person is executing these articles of organization in the capacity of a member, organizer or both. Note: This document must be signed by all persons listed here).*  
Kirk J deViere, 221 1/2 Hay Street, Fayetteville, North Carolina 28301  
Ryan Harrell, 642 Corseган Rd, Fayetteville, North Carolina 28306
4. The street address and county of the initial registered office of the limited liability company is:  
Number and Street: 219 Hay Street  
City, State, Zip Code: Fayetteville, North Carolina 28301 County: Cumberland
5. The mailing address, *if different from the street address*, of the initial registered office is:  
\_\_\_\_\_
6. The name of the initial registered agent is Kirk J deViere
7. Principal office information: *(Select either a or b.)*
  - a. ☒ The limited liability company has a principal office.  
The street address and county of the principal office of the limited liability company is:  
Number and Street: 219 Hay Street  
City, State, Zip Code: Fayetteville, NC, 28301 County: Cumberland  
The mailing address, *if different from the street address*, of the principal office of the corporation is:  
PO Box 15 Fayetteville, NC 28301
  - b. ☒ The limited liability company does not have a principal office.

8. Check one of the following:

  X   (i) **Member-managed LLC**: all members by virtue of their status as members shall be managers of this limited liability company.

       (ii) **Manager-managed LLC**: except as provided by N.C.G.S. Section 57C-3-20(a), the members of this limited liability company shall not be managers by virtue of their status as members.

9. Any other provisions which the limited liability company elects to include are attached.


10. These articles will be effective upon filing, unless a date and/or time is specified:

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This is the 18th day of March, 2010

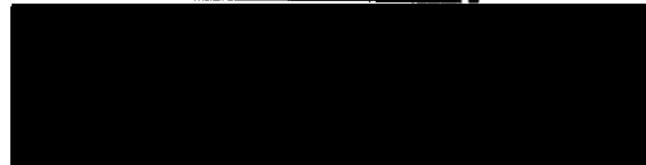
**The 219 Group, LLC**

*Organization*



*Signature*

**Kirk J deViere / Member**



*Signature*

**Ryan Harrell / Member**



# LIMITED LIABILITY COMPANY ANNUAL REPORT

NAME OF LIMITED LIABILITY COMPANY: The 219 Group, LLC

SECRETARY OF STATE ID NUMBER: 1147222

STATE OF FORMATION: NC

REPORT FOR THE YEAR: 2017

Filing Office Use Only

E-Filed Annual Report

1147222

CA201732000063

11/16/2017 07:39



Changes

## SECTION A: REGISTERED AGENT'S INFORMATION

1. NAME OF REGISTERED AGENT: De Viere, Kirk J.

2. SIGNATURE OF THE NEW REGISTERED AGENT: \_\_\_\_\_

SIGNATURE CONSTITUTES CONSENT TO THE APPOINTMENT

3. REGISTERED OFFICE STREET ADDRESS & COUNTY

102 Person St. Suite D

Fayetteville, NC 28301-5722 Cumberland County

4. REGISTERED OFFICE MAILING ADDRESS

PO Box 15

Fayetteville, NC 28302-0015

## SECTION B: PRINCIPAL OFFICE INFORMATION

1. DESCRIPTION OF NATURE OF BUSINESS: Marketing/Consulting Services

2. PRINCIPAL OFFICE PHONE NUMBER: (910) 483-4749

3. PRINCIPAL OFFICE EMAIL: Privacy Redaction

4. PRINCIPAL OFFICE STREET ADDRESS & COUNTY

102 Person St. Suite D

Fayetteville, NC 28302-0015

5. PRINCIPAL OFFICE MAILING ADDRESS

PO Box 15

Fayetteville, NC 28302-0015

## SECTION C: COMPANY OFFICIALS (Enter additional Company Officials in Section E.)

NAME: Kirk J. Deviere

NAME: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: Managing Member

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PO Box 15

Fayetteville, NC 28302

## SECTION D: CERTIFICATION OF ANNUAL REPORT. Section D must be completed in its entirety by a person/business entity.

Kirk J. Deviere

11/16/2017

SIGNATURE

DATE

Form must be signed by a Company Official listed under Section C of this form.

Kirk J. Deviere

Managing Member

Print or Type Name of Company Official

Print or Type The Title of the Company Official

This Annual Report has been filed electronically.

MAIL TO: Secretary of State, Business Registration Division, Post Office Box 29525, Raleigh, NC 27626-0525

