

Request for Quotation
NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS
Eviction Prevention Program Consulting Services
RFQ Issued: July 30, 2021
Response Deadline: August 5, 2021

I. OBJECTIVE

The NJ Department of Community Affairs (“DCA” or “Department”) is seeking quotations for professional consulting services to assist with the implementation and administration of a rental arrears and rental assistance program for households impacted economically by the pandemic.

BACKGROUND

The economic consequences of the pandemic have resulted in significantly increased rates of unemployment among NJ residents, and have impacted the ability of residents to continue paying their rent. The Department intends to operate the Eviction Prevention Program (“EPP” or “program”) as established in pending legislation S3691, to provide approximately \$500 million to pay arrears and/or future rent for households that demonstrate an inability to pay rent due to effects of the pandemic. As contemplated by S3691, this program is intended as a supplement to the Covid-19 Emergency Rental Assistance Program Phase 2 (CVERAP-2) and should, to the extent possible and practicable, utilize the processes instituted in CVERAP-2. The Department seeks assistance from the Consultant in developing and implementing this program. Should additional funds be allocated for this program, the Department will seek to expand the term and amount of this contract. This contract is contingent upon the enactment of S3691. The issuance of this RFQ should not be considered a guarantee of contract.

II. QUALIFICATIONS

The State seeks a professional consultant (Consultant) with expertise and demonstrated experience in implementing rental assistance and arrears programs, including:

- Experience in quickly developing plans and strategies to process applications for a large volume of applicants to result in the provision of assistance to 20,000 to 50,000 households
- Experience with initiating and implementing emergency and/or disaster recovery housing assistance programs
- Experience with all aspects of rental assistance program administration, including determining eligibility, working with landlords, calculating rental portions, and fiscal management and reporting
- Knowledge and experience with public housing authority databases (experience with Housing Pro/HAPPY recommended)

- Experience in working with large governmental systems to implement and/or advise on housing assistance programs
- Extensive knowledge of federal and state requirements and programs, especially American Rescue Plan Act and NJ CVERAP-2
- Demonstrated capacity to quickly begin acceptance and processing of applications, with program launch scheduled for August 31, 2021 or earlier if possible.

The Bidder's qualifications in the areas above should be detailed in the narrative description of the Bidder's organization.

SECTION III. BIDDER'S SUBMISSION REQUIREMENTS

TRANSMITTAL LETTER

Bidder shall submit with its quotation a Transmittal Letter including Bidder's contact person for the RFQ response, including telephone number and email address. The Transmittal letter should include all assurances detailed in Section VI, Bidder Assurances.

DESCRIPTION of BIDDER'S ORGANIZATION

In an effort to establish the Bidder's ability to successfully provide the requisite services, for projects of similar scope, size and complexity, interested Bidders must provide a narrative that imparts general information about their organization. The narrative should address:

- the Bidder's business name and type (corporation, 501(c)(3), etc.), location, number of years in business, and details of any failure to complete a contract or any litigation within the past two years;
- the number of years the Bidder has provided rental assistance consulting services to other clients, as evidenced by submitting a copy of the Bidder's list of clients and years serviced;
- the Bidder's experience and knowledge in each of the areas listed under Section II. Qualifications of this RFQ;
- the Bidder's history of engagements of a similar size and scope for rental assistance programs with other clients
- the Bidder's staff qualifications, capacity, and experience in providing these services, by indicating the number of full-time employees (and, if applicable, part-time employees) qualified to do so;
- a staffing chart to show each position or title for those individuals who will, or who it is expected will, perform work against the resulting contract;
- if available, an organizational chart for the Bidder's entire organization, to evidence its depth of

staff;

- the location and contact information (address, telephone, e-mail, etc.) of the Bidder's office that will be responsible for managing the resulting contract, as well as the locations of its corporate headquarters and any regional business offices; and
- the name, phone number, and e-mail address of the individual who will be responsible for managing the performance against the resulting contract.

As part of the quotation submission, the Bidder should provide a plan for making qualified replacement(s) available to provide the requisite services during the contract term and any extensions thereto, to ensure uninterrupted performance of the requisite services in the event of vacation, illness, or personal emergency of the Consultant's staff assigned to perform the work against the resulting contract. This submittal can be as simple as identifying alternate staff for key positions identified in the Bidder's staffing chart.

ADDITIONAL SUBMISSION REQUIREMENTS

- Detailed plan demonstrating the Bidder's capacity to quickly begin acceptance and processing of applications starting August 31, 2021 or earlier if possible.
- A preliminary work plan that includes a timeline, significant milestones, and anticipated deliverables.
- Staffing plan demonstrating the qualifications and experience of the Bidder's management, supervisory, and other key personnel assigned to perform work against the resulting contract.
- Price Quotation. See Section V. Evaluation Criteria and Selection Process.

RESUMES of KEY TEAM MEMBERS

The Bidder should provide a resume for each key individual who will perform work against the resulting contract (including executive, middle management, and support personnel) to clearly demonstrate their respective appropriate qualifications, capabilities, and background.

The resumes should indicate the individual's name, title, number of years employed with the bidding organization, and any certifications or licenses held that are germane to performing the requisite tasks. At a minimum, the resume should include:

- demonstrable experience specific to providing the types of services required herein;
- employment history;
- education;
- degrees, professional certifications, and/or licenses; and

- any additional information that would allow the Department to assess the individual's abilities to perform against the contract, including particular skills relevant to conducting the assessment sought by the Department.

JOINT VENTURES and SUBCONTRACTORS

Two or more consultants may submit a joint quotation. A lead Consultant must be identified. The lead Consultant will be held accountable for contract performance and must maintain all research, notes, draft documents, and financial records for at least five years. Authorized signatories from each party comprising the joint venture must sign the bid quotation cover letter. All quotation submissions (compliance documents, evidence of experience, references, resumes, etc.) must be submitted for every party to the joint venture. The quotation must include a description of the organizational structure of the joint venture with a specific, detailed description of how the Consultants will work together and the key responsibilities of each partner.

Quotations may include a role for subcontractors. The Bidder must provide a detailed description of services to be provided by each subcontractor and/or subconsultant, and descriptions of prior projects in working with the subcontractor and/or subconsultant on similar projects. This information must be included with the quotation to evidence the subcontractor's capabilities and experience.

Detailed resumes should be provided for each member of the subcontractor's management, supervisory, and other key personnel who will perform work against the resulting contract. Such resumes must clearly demonstrate knowledge, ability, and experience relevant to that part of the work that the subcontractor is designated to perform. Subcontractors and subconsultants must also possess a valid New Jersey Business Registration Certificate prior to commencing work under the Contract.

Bidders intending to use subcontractors and/or sub-consulting firms should note that the lead partner retains the sole and absolute responsibility for the management and supervision of all subcontractors and subconsultants to a high quality of service. Additionally, the lead partner assumes sole and absolute responsibility for all payments and monies due to its subcontractors and subconsultants.

CONFLICTS of INTEREST

The Bidder must disclose any potential conflicts of interest with regard to the Bidder's performance of the requisite services and the Bidder's relationship with any Department staff member including, but not limited to:

- any firms for which the Bidder, its joint venture partner(s) or subcontractor(s) have provided, or may provide, other related services, including the preparation of applications to the Department;
- representation of a previous or known future applicant to the Department's programs;

IV. SCHEDULE AND SCOPE OF SERVICES

The contract's term will be August 15, 2021 – August 15, 2023. The Consultant shall execute the following tasks:

- Within 5 business days of contract execution, develop plans and materials for launch of new program
- Within 15 business days of contract execution, demonstrate capacity to begin accepting and processing applications through an online portal and, for those without internet access, through a call center
- Communicate in hard copy, digitally and via phone with applicants regarding pre-application process, application process, guidelines of the program, and status of applications and payments
- Assist tenants and landlords in navigating application process
- Communicate with landlords and tenants regarding incomplete applications and collect missing data
- Ensure entry of all needed applicant information into DCA housing database and abide by all applicable policies issued by the New Jersey Office of Information Technology
- Review and determine eligibility of applications
- Communicate with all applicants and landlords regarding determination of eligibility
- Conduct recertifications of participants every six months
- Work with DCA staff and vendors to facilitate weekly subsidy payments
- Review payments for accuracy and report weekly to DCA
- Work with DCA staff and vendors to ensure quality administration of program

V. EVALUATION CRITERIA AND SELECTION PROCESS

It is the Department's intent to conduct a comprehensive, fair, and impartial evaluation of submissions received in response to this RFQ. Only submissions found to be responsive to this RFQ will be evaluated and scored. A responsive submission must comply with all instructions in this RFQ including, but not limited to, the criteria listed below.

All bid submissions must include completed mandatory compliance forms (See Section X, Quotation Submittal).

The following evaluation criteria will be used to evaluate submissions received in response to this RFQ:

- demonstrated understanding of the scope of work. Awareness of implementation challenges and issues.
- demonstrated ability to quickly ramp up and begin administration of the program.

- the quality of the preliminary work plan describing a technical approach for completing the scope of work and a detailed description of all tasks and activities to be undertaken by the Bidder, indicating which tasks, if any, will be delegated to a subcontractor.
- A staffing plan that demonstrates the Bidder's qualifications and experience of the Bidder's management, supervisory, and other key personnel assigned to successfully complete the work.
- the extent and quality of the Bidder's documented experience in successfully providing similar services of comparable size and scope, as evidenced by the narratives submitted.
- the Bidder's price quotation including:
 - a detailed budget with estimated travel costs listed separately.
 - a detailed fixed fee proposal by task and estimated number of billable hours, based on a Preliminary Work Plan.
 - a proposal for billing schedule based on a performance-based contract (per service provided, etc.).

Bidders shall hold their quotation prices firm for a period of ninety days to accommodate the Department's evaluation and award processes.

VI. RESERVATION OF RIGHTS

Upon determination that its best interests would be served, the Department shall have the right to do the following:

1. **Cancellation** - Cancel this procurement at any time before the contract award.
2. **Amendment of procurement** - Amend this procurement at any time before responses are due.
3. **Refusal to accept** - Refuse to accept or return accepted quotations that do not comply with procurement requirements.
4. **Rejection of incomplete quotations** - Reject any quotation in which any part of the quotation is incomplete or in which there are significant inconsistencies or inaccuracies (the State reserves the right to reject all quotations).
5. **Prior contract default** - Reject the quotation of any Bidder in default of any prior contract or for the misrepresentation of material presented.
6. **Reject quotations after stated due date and time** - Reject or refuse to evaluate any quotation that is received after the stated due date and time.

7. **Written clarification** - Require Bidders, at their own expense, to submit written clarification of quotations in a manner or format that the Department may require to resolve minor ambiguities irregularities or clerical errors.
8. **Oral clarification** - Require Bidders, at their own expense, to make oral presentations at a time and in a place selected by the Department, if requested.
9. **Allowance of quotation changes** - Except as may be authorized by the Department, allow no additions or changes to the original quotation after the stated due date and time.
10. **Property of the State** - Own all materials submitted in response to this procurement upon receipt by the Department.
11. **Separate service negotiation** - Negotiate separately any services in any manner needed to serve the best interest of the State.
12. **All or any portion** - Contract for all or any portion of the Scope of Services or tasks contained in this RFQ.
13. **Quotation most advantageous** - Consider cost and all factors in determining the most advantageous quotation for the Department when awarding a Bidder the right to negotiate a contract with the Department (while cost is a factor in determining the Bidder to be awarded the right to negotiate a contract, price alone shall not determine the successful Bidders).
14. **Technical defects** - Waive minor technical defects, irregularities, and omissions if in its judgment the best interest of the Department will be served.
15. **Privileged and confidential information** - Share the contents of any quotation with any of its designees for purpose of evaluating quotations to make an award (the contents of all meetings including the first, second, and any subsequent meetings and all communications, in the course of negotiating and arriving at the resultant contract periods shall be privileged and confidential).
16. **Best and Final Offers** - Seek Best and Final Offers (BFO) on price from Bidders upon review of the scored criteria.
17. **Unacceptable quotations** - Reopen the bidding process if advantageous to the Department.

VII. BIDDER ASSURANCES

The successful Bidder shall have sole and absolute responsibility for the complete effort specified in and required of the contract. Payment shall be made only to the successful Bidder.

The successful Bidder shall be responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services, or commodities required under the contract. The successful Bidder shall comply with all program requirements under S3691, as enacted, section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021), and applicable laws and regulations. Without additional compensation, the successful Bidder shall correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of

deliverables furnished under this contract shall not in any way relieve the successful Bidder of responsibility for the technical adequacy of its work. The review, approval, and acceptance of or payment for any of the services shall not be construed as a waiver of any rights that the Department may have arising out of the successful Bidder's performance of this contract.

The Bidder agrees to the following:

1. **Independent price determination** - By submission of a quotation and through assurances given in its Transmittal Letter, the Bidder certifies that in connection with this procurement the following requirements have been met:
 - **Costs** - The costs proposed have been arrived at independently, without consultation, communication, or agreement for restricting competition, as to any matter relating to such process with any other organization or with any competitor.
 - **Disclosure** - Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the Bidder on a prior basis directly or indirectly to any other organization or to any competitor.
 - **Competition** - No attempt has been made or will be made by the Bidder to induce any person or firm to submit or not submit a quotation for restricting competition.
 - **Prior knowledge** - The Bidder has no prior knowledge of the RFQ contents before actual receipt of this RFQ and had no part in RFQ development.
 - **Offer of gratuities** - The Bidder certifies that no elected or appointed official or employee of the State of New Jersey has or will benefit financially or materially from this procurement. Any resultant contracts may be terminated by the State if it is determined that gratuities of any kind were either offered to or received by: any of the aforementioned officials, the Consultant Firm, its agent(s), or its employees.
2. **Valid and binding offer** - The quotation represents a valid and binding offer to provide services in accordance with the terms and provisions described in this RFQ and any amendments or attachments hereto.
3. **Press releases and advertising** - The Bidder agrees to obtain prior written consent and approval of the Department for press releases that relate in any manner to this RFQ or any resultant contracts. The Bidder agrees to obtain prior written consent and approval of the Department to use any names, logos, images, data, or results arising from this contract as a part of any commercial advertising.
4. **Restrictions on communications with Department staff** - The Bidder agrees that from the RFQ posting/release date until the Department makes an award that it shall not communicate with Department staff on matters relating to this RFQ except as provided herein. Any other communication concerning this RFQ with Department staff may, at the decision of the Department, result in disqualification of that Bidder's quotation.

VIII. AWARD

It is the intent of the Department to award a contract to expire on or about **August 15, 2023**, for these Consulting Services. Prices, terms and conditions shall remain firm throughout the initial term of the contract and any extensions thereto. This is an estimated two-year engagement. Should the Department be allocated additional funds for this program, at its option the Department may seek to expand the term and amount of this contract.

The Department will notify all Bidders of any award issued by it, as a result of this RFQ. A final decision on the winning Bidder will be made no later than two weeks following the quotation submittal deadline. The contract award will be made to the Bidder whose bid quotation conforms to this RFQ, is most advantageous to the Department with price and other factors considered, and best aligns with the work of the Department. The Bidder must be capable and available to begin performing the work required by this RFQ as noted in Section IV. Scope of Services.

IX. INSURANCE

The selected Bidder shall maintain professional liability insurance in amounts/limits that the Department dictates are reasonable and adequate to protect the Department from acts, omissions, and negligence on the part of the firm and/or of its partners, attorneys, or employees.

The Bidder shall furnish the Department with original certificates of insurance naming the Department as an additional insured and evidencing such coverage dictated by the Department on the effective date of the contract resulting from this RFQ.

If the Bidder fails to provide complete and adequate evidence of insurance coverage, the Department reserves the right to rescind its offer and award the contract to an alternate Bidder.

X. QUOTATION SUBMITTAL

The State of New Jersey and the Department of Community Affairs assume no liability for payment of expenses incurred by Bidders in preparing and submitting quotations in response to this procurement.

Questions regarding this RFQ, including questions regarding exceptions to the State of New Jersey Standard Terms and Conditions, must be submitted to [REDACTED] by 5:00 PM on August 2, 2021. Responses to questions will be posted on DCA's website by 5:00 PM on August 3, 2021.

Quotations with all supporting material must arrive by **12:00 PM on August 5, 2021**.

Submissions must be sent to:

Elena Gaines
[REDACTED]

DCA cannot accept attachments of more than 10 MB in size. Transmit files using a secure file transfer system if an attachment exceeds this limit.

All bid submissions must include completed mandatory compliance forms, which include:

- Ownership Disclosure
- Disclosure of Investigations and Other Actions Involving Vendor
- Disclosure of Investment Activities in Iran
- MacBride Principles
- Source Disclosure
- Business Registration Certificate
- Affirmative Action Compliance
- Evidence of Insurance
- State of New Jersey Standard Terms and Conditions
- Waivered Contracts Supplement to the State of New Jersey Standard Terms and Conditions

These documents can be found at the following links:

- <https://www.state.nj.us/treasury/purchase/forms.shtml>
- [Waiver and DPA Contract Checklist.pdf](#)

It is the bidding firm's sole responsibility to ensure that all required documentation and submissions indicated by this RFQ are included with the bid quotation. A quotation cannot be reviewed and evaluated unless and until all required information is received. Failure to provide all items as indicated in this document, in the level of detail specified, may prevent the Department from effectively and accurately evaluating the quotation and may result in rejection of the quotation.

Bidders should be aware that responses to this RFQ will be available, upon request, for public inspection. The Department, as an instrumentality of the State of New Jersey, is subject to the New Jersey Open Public Records Act (N.J.S.A. 47:1A-1) and New Jersey Right-to-Know statutory law and relevant case law.

**Notice of Executive Order 166 Requirement for Posting of Winning Proposal
and Contract Documents**

Pursuant to Executive Order No. 166, signed by Governor Murphy on July 17, 2020, the Office of the State Comptroller (“OSC”) is required to make all approved State contracts for the allocation and expenditure of COVID-19 Recovery Funds available to the public by posting such contracts on an appropriate State website. Such contracts will be posted on the New Jersey transparency website developed by the Governor’s Disaster Recovery Office (GDRO Transparency Website).

The contract resulting from this RFQ is subject to the requirements of Executive Order No. 166. Accordingly, the OSC will post a copy of the contract, including the RFQ, the winning bidder’s proposal and other related contract documents for the above contract on the GDRO Transparency website.

In submitting its proposal, a bidder/proposer may designate specific information as not subject to disclosure. However, such bidder must have a good faith legal or factual basis to assert that such designated portions of its proposal: (i) are proprietary and confidential financial or commercial information or trade secrets; or (ii) must not be disclosed to protect the personal privacy of an identified individual. The location in the proposal of any such designation should be clearly stated in a cover letter, and a redacted copy of the proposal should be provided. A Bidder’s/Proposer’s failure to designate such information as confidential in submitting a bid/proposal shall result in waiver of such claim.

The State reserves the right to make the determination regarding what is proprietary or confidential and will advise the winning bidder/proposer accordingly. The State will not honor any attempt by a winning bidder/proposer to designate its entire proposal as proprietary or confidential and will not honor a claim of copyright protection for an entire proposal. In the event of any challenge to the winning bidder’s/proposer’s assertion of confidentiality with which the State does not concur, the bidder /proposer shall be solely responsible for defending its designation.

REQUEST FOR QUOTATION

NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS:

Eviction Prevention Program Consulting Services

QUOTATION DUE DATE: AUGUST 5, 2021

A partnership that supports your goals
and ensures a vibrant community.



NAN MCKAY & ASSOCIATES, INC.
1810 GILLESPIE WAY, SUITE 202
EL CAJON, CA 92020
www.nanmckay.com
800.783.3100

nm
Nan McKay
AND ASSOCIATES, INC.

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1. TRANSMITTAL LETTER

August 5, 2021

Attn: Elena Gaines
New Jersey Department of Community Affairs
P.O. Box 800
Trenton, NJ 08625-0800

Dear Ms. Gaines:

Nan McKay & Associates, Inc. (NMA) and our partners AMA Consulting Group, LLC (AMA), and Guidehouse LLP (formerly PricewaterhouseCoopers LLP), referred to as “Team,” are pleased to submit our quotation to provide the New Jersey Department of Community Affairs (DCA) with Eviction Prevention Program (EPP) Consulting Services.

The NMA team has been working directly with DCA since November 2020 to implement and administer its short-term COVID-19 Emergency Rental Assistance Program (CVERAP) and the COVID-19 Emergency Rental Assistance Program Phase 2 (CVERAP-2) for households impacted economically by the pandemic. Together, our successes include:

*NMA is ready and eager to partner with DCA to begin processing applications by **August 16, 2021***

- Phase 1
 - 47,999 eligibility determinations made
 - \$72M issued in just over ninety (90) days
 - Over 300,000 emails and 54,000 calls processed
 - [REDACTED]
 - Over 2.2 million ERAP Portal sessions and more than 250,000 emails
- Phase 2
 - 25,730 eligibility determinations made
 - \$132M disbursed within 5 months
 - 88% application approval rate
 - [REDACTED]
 - Over 117,022 individual outbound emails and 133,984 calls processed

Our team is ready to begin day 1 of contract execution, with fully staffed teams for consulting, operations, and the call center, along with a tested EPP and ERAP technology solution to immediately provide DCA with support for its Eviction Prevention Program.

NMA is a nationally recognized Women-Owned Business (WBE) and Section 3 business concern and has been a leader in the affordable housing industry since 1980. Our deep understanding of federal programs is backed by more than four (4) decades of practice working directly with cities, states, and localities; the U.S. Department of Housing and Urban Development (HUD); and public agencies nationwide. Annually, we administer over 100,000 housing contracts, manage \$1B in federal housing assistance funds, conduct 500+ housing-related trainings annually, and perform more than 300,000 inspections throughout the country. For this engagement, NMA is partnering with AMA, a housing-focused woman owned business, and Guidehouse, an award-winning global professional services company focused on the public sector, federal, state, and local governments.

Our team has worked together on housing choice voucher (HCV) rental assistance, COVID-19 and CARES Act grants administration, Emergency Rental Assistance Programs (ERAP) and disaster recovery projects for more than a decade in various configurations. We have administered and operationalized nine (9) COVID ERAP projects in states, counties, and cities; are currently delivering housing solutions as a response to COVID-19 in fifteen (15) municipalities; and have administered \$10B in COVID relief funding. Our team brings a tested technology platform that has been successfully utilized on ERAP programs nationwide. Our technology solution will streamline and secure the implementation of DCA's EPP.

Our team has administered **more than \$10B in COVID relief funding.**

Our team of more than 10,000 experts are in position to assist you in understanding the ever-changing regulatory environment surrounding the CARES Act, Comprehensive Appropriations Act, American Recovery Plan Act, American Rescue Plan Act, and COVID relief funding, while bringing real-time best practices in the implementation of COVID-19 related programming. In addition to extensive personal qualifications and experience with federal grants, the team working for you will have access to detailed analysis, best practices, and lessons learned from our COVID-19 response and recovery teams around the country.

We are the right partner for DCA because:

We Bring Key Strengths

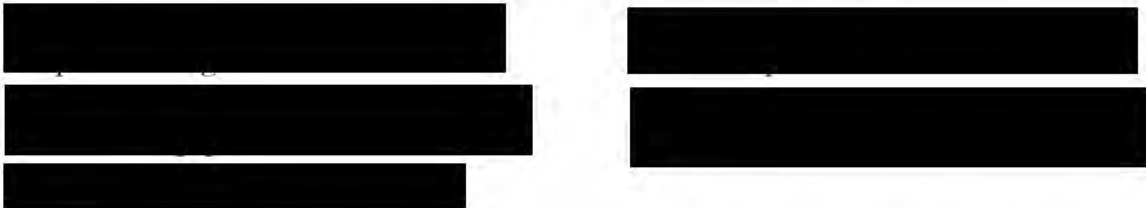
- Unwavering focus on high quality customer service
- Unmatched experience and deep regulatory knowledge
- Customizable and proven technology platform already in place
- Emphasis on positive results and measurable outcomes
- Clear approach centered on timeliness, customer service, and compliance
- Proven team with experience managing housing and COVID related / CARES Act funds nationwide

We Have a Proven Track Record in Housing

- 500+ housing-related trainings delivered annually
- 100,000+ HCV contracts administered
- \$1B+ HUD funding managed annually
- 1,000,000 housing-related customer calls processed annually
- Teaming partners include WBE and Section 3 business concerns

Our Technology Will Streamline and Secure Your Processes

We've built secure, robust, customizable web-based tools that allow housing authorities to:



NMA agrees that we will have sole and absolute responsibility for the complete effort specified in and required of the contract, and that we will be responsible for the professional quality, technical accuracy, and timely completion and submission of all deliverables, services, or commodities required under the contract. NMA will comply with all program requirements under S3691, as enacted, section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (March 11, 2021) and applicable laws and regulations. Without additional compensation, we will correct or revise any errors, omissions, or other deficiencies in our deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the NMA of responsibility for the technical adequacy of our work. The review, approval, and acceptance of or payment for any of the services shall not be construed as a waiver of any rights that the Department may have arising out of NMA's performance of this contract.

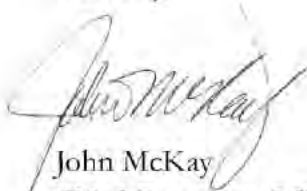
NMA agrees to the following:

1. **Independent price determination** - By submission of a quotation and through assurances given in its Transmittal Letter, the Bidder certifies that in connection with this procurement the following requirements have been met:
 - **Costs** - The costs proposed have been arrived at independently, without consultation, communication, or agreement for restricting competition, as to any matter relating to such process with any other organization or with any competitor.
 - **Disclosure** - Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the Bidder on a prior basis directly or indirectly to any other organization or to any competitor.

- **Competition** - No attempt has been made or will be made by the Bidder to induce any person or firm to submit or not submit a quotation for restricting competition.
 - **Prior knowledge** - The Bidder has no prior knowledge of the RFQ contents before actual receipt of this RFQ and had no part in RFQ development.
 - **Offer of gratuities** - The Bidder certifies that no elected or appointed official or employee of the State of New Jersey has or will benefit financially or materially from this procurement. Any resultant contracts may be terminated by the State if it is determined that gratuities of any kind were either offered to or received by: any of the aforementioned officials, the Consultant Firm, its agent(s), or its employees.
2. **Valid and binding offer** - The quotation represents a valid and binding offer to provide services in accordance with the terms and provisions described in this RFQ and any amendments or attachments hereto.
 3. **Press releases and advertising** - The Bidder agrees to obtain prior written consent and approval of the Department for press releases that relate in any manner to this RFQ or any resultant contracts. The Bidder agrees to obtain prior written consent and approval of the Department to use any names, logos, images, data, or results arising from this contract as a part of any commercial advertising.
 4. **Restrictions on communications with Department staff** - The Bidder agrees that from the RFQ posting/release date until the Department makes an award that it shall not communicate with Department staff on matters relating to this RFQ except as provided herein. Any other communication concerning this RFQ with Department staff may, at the decision of the Department, result in disqualification of that Bidder's quotation.

Should you have any questions, or if you need clarification or further information, please contact me at [REDACTED]

Sincerely,



John McKay
Chief Executive Officer
Nan McKay and Associates, Inc.

[REDACTED]

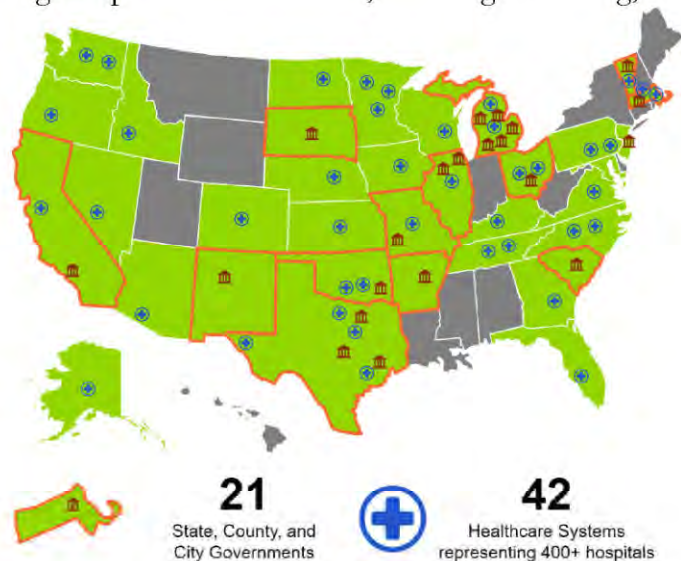
2. DESCRIPTION OF BIDDER'S ORGANIZATION

2.1 Business Name, Type, & Years of Experience

NMA was established in 1980 and is a privately held corporation. For more than forty (40) years, NMA has been a leader in providing a broad range of professional services, including consulting, program management, strategic operations, inspections, training, and performance improvement solutions. NMA has no history of failure to complete a contract, nor any litigation.

With corporate offices in central Florida, NMA is a registered employer in Arizona, Florida, North Carolina, South Carolina, Texas, and Virginia

Guidehouse is a national leader in advisory services consulting to the public sector, with a strong history of supporting U.S. government agencies. Guidehouse was formed as the public sector branch of PricewaterhouseCoopers (PwC). Headquartered in Washington, D.C., Guidehouse has more than 8,000 professionals in over fifty (50) locations worldwide.



2.2 Client List & Similar Engagements

2.2.1 Relevant Experience & Knowledge

2.2.1.1 Plans & Strategies to Process Applications for a Large Volume of Applicants

The NMA team currently processes more than 500,000 initial, interim, and continued assistance applications for approximately 200,000 households across the country through our administration of similar rental and housing choice voucher (HCV) program engagements, ERAP, and disaster recovery projects. These programs are all administered in compliance with both federal regulations and a wide range of state and local policy as applicable. For each of these projects, NMA was required to develop plans and strategies for transitioning administration of the program to NMA while ensuring continuity of service for program participants and community stakeholders.

Additionally, NMA is actively working with NJDCA on their CVERAP-1 and CVERAP-2 project, including processing rental assistance applications for more than 120,000 households within ten (10) months, as well as providing similar assistance to the State of Massachusetts for their ERAP program, currently processing emergency rental assistance to approximately 25,000 households.



NMA has a proven ability to quickly plan and execute strategies for providing assistance to a large volume of applicants, having ramped multiple programs within less than thirty (30) days to full operating capacity, including the NJDCA CVERAP-1 and CVERAP-2 projects.

In addition to NMA's extensive HCV work and administration of nine (9) ERAP projects across the country, our team has assisted with the distribution of more than \$10 billion in CARES Act funding throughout the country, including the State of South Dakota and the State of South Carolina. Our team also supported the programming and distribution of billions of dollars in Community Development Block Grant–Disaster Recovery (CDBG-DR) funding nationwide. Most recently, our team provided Harris County, Texas with CDBG-DR action plan support, helping the county to receive \$1.25 billion in CDBG-DR funding specifically for housing recovery programming from Hurricane Harvey.

Presented on the following page is an overview of our team's recent engagements, demonstrating our experience in performing work similar to that required by the NJDCA.

CLIENT	PROJECT OVERVIEW
STATE OF NEW JERSEY <i>Emergency Rental Assistance Programs Phase 1 (CVERAP-1) & Phase 2 (CVERAP-2)</i>	<p>The State of New Jersey hired NMA to administer its CRF Emergency Rental Assistance Program (CVERAP-1 and CVERAP-2).</p> <p>For CVERAP-1, NMA utilized our ERAP technology solution, administering \$90M in ERAP funding and processing 47,999 applications. With \$72M issued in just over 90 days.</p> <p>CVERAP-2 also leveraged the NMA portal and has disbursed \$132M in 5 months, with over 25,730 eligibility determinations made. The NMA team has provided comprehensive operational services, including intake, eligibility, payments, call center support, community outreach, data analytics and reporting.</p>
STATE OF MASSACHUSETTS	<p>NMA is supporting and administering the following programs on behalf of the State of Massachusetts:</p> <ul style="list-style-type: none"> • Emergency Rental Assistance Program; • RAFT (Rental Assistance / Mortgage Assistance Program – 0 to 50% AMI); and • ERMA (Low-income Mortgage Assistance Program – 50 to 80% AMI). <p>The NMA team handles all applicant intake, eligibility, payment processing, and call center support, as well as leveraging an NMA proprietary portal system, distributing approximately \$30 million in funding, and processing approximately 25,500 applications to date.</p> <p>NMA has also developed and implemented two technology applications ([REDACTED]), to assist the State in</p>

CLIENT	PROJECT OVERVIEW
	<p>expediting their funding distribution. [REDACTED] [REDACTED] Currently leveraged by DHCD, MASS HOUSING, MHP. [REDACTED]</p>
<p>MIAMI-DADE COUNTY: PUBLIC HOUSING & COMMUNITY DEVELOPMENT <i>Housing Choice Voucher Program Management</i></p>	<p>The PHCD hired NMA to administer their housing choice voucher (HCV) and emergency rental assistance programs, including planning, operations, program management, and call center support. The team has managed over 16,000 applications worth over \$900M. In addition, the NMA team is currently running Miami -Dade Emergency Rental Assistance 2.3, provide operations, call center, and oversight support. The team had reviewed 19, 171 applications and awarded \$35.6M in ERAP funds.</p>
<p>County of Tulsa, City of Tulsa via Restore Hope</p>	<p>NMA is currently providing operational and programmatic support for the Restore Hope COVID-19 Rental Assistance Program, which provides direct rental assistance to individuals affected by COVID-19. NMA has provided the following services:</p> <ul style="list-style-type: none"> • Set up a call center specific to the Restore Hope COVID-19 Rental Assistance Program • Implemented web portal for the acceptance and evaluation of program applications • Assisted clients with the submission of applications and intake/preliminary eligibility review for program participation • Created a quality control methodology and compliance and monitoring methodology which complies with the U.S. Department of the Treasury's Emergency Rental Assistance and Record Retention Requirements • To date the NMA team has disbursed approximately \$ 8.5 million dollars in assistance • Provided Restore Hope with ongoing technical assistance related to the CARES Act and ERAP funding
<p>SOUTH CAROLINA <i>COVID-19 Disaster Response Services & Emergency Rental Assistance Program</i></p>	<p>The State of South Carolina hired Guidehouse and NMA to support its \$2B COVID-19 recovery efforts spanning multiple programs. Guidehouse deployed its proprietary solution to process applications, assess the eligibility of expenditures, and monitor duplication of benefits, among other critical tasks. Guidehouse and NMA are providing the Emergency Rental Assistance program for the</p>

CLIENT	PROJECT OVERVIEW
	State, including intake and eligibility determination and disbursement of approximately \$272M in rental assistance.
SOUTH DAKOTA <i>COVID-19 Disaster Response Services</i>	The State of South Dakota hired Guidehouse and NMA to administer \$600M of coronavirus relief funds to small businesses, nonprofits, start-ups, healthcare providers, and hospitals. As part of that effort, we utilized our technology platform to efficiently review over 10,000 applications for financial support.
HARRIS COUNTY, TX <i>COVID-19 Grant Management Services</i>	Guidehouse and NMA assisted Harris County in managing and maximizing the benefits of \$426M in coronavirus relief funds. Our team created a Small Business Relief Fund, Rental Assistance Program, Small City Assistance Program, Direct Assistance Program, and a Digital Access program for students.

Our team leverages the strategic deployment of supportive resources surrounding our EPP and ERAP programming to ensure an agile program that can pivot and surge as necessary to serve the State of New Jersey and all applicants. We believe that strong Program Management Office (PMO) structure, process and policy management, reporting, financial management, and ongoing monitoring and compliance are the cornerstones of any successful programmatic operation. While our team performs ongoing quality control (QC) and quality assurance (QA) activities throughout every step of the operations process, we also leverage teams independent of the operations staff to structure audit, financial management, and monitoring activities to ensure compliance with all federal and state requirements.

3.2.1.1 Program Management Office

The mission of our Program Management Office is to ensure that the EPP is administered efficiently, in a compliant manner, and provides the maximum benefit to the citizens of New Jersey who are most in need. Additionally, our aim is to track and report on key performance indicators to the DCA team and report on critical information to the general public. In order to effectively administer this program, we will assign dedicated and experienced professionals to understand DCA needs, recommend best practices, and lead the discrete workstreams that sit within the Program Management Office.



Our team will include project managers, fresh from some of the largest government programs focused on emergency rental assistance and COVID-19 recovery around the country. We believe

that a key reason that project management is often disconnected and ineffective is because the tools, methodologies and, often, managers themselves create an undue burden on stakeholders. For that reason, we bring a light touch, using tools with which people are familiar and shorter, more “real-time” meetings, decreasing the hurdle for people to participate.

Given the size and speed of this project, managing all perspectives while not losing focus of the program is a key component. It is critical to quickly identify the key state stakeholders who will be involved in this process. The following represents the core project management activities throughout the duration of a project: project management plan, status reporting, resource management, metrics monitoring, risk and issue tracking, communication plan development, and project budget monitoring. We describe the workstreams within the Project Management Office below.

2.2.1.1.2 Process and Policy Management & Coordination with Operations and Case Management

This workstream will be focused on reviewing the final legislative bill, designing the processes, systems and document policies, and will act as the main point of coordination with our Operations and Case Management teams. As appropriate, we will recommend enhancements to the processes, policies, and procedures and will implement those improvements where DCA desires. We understand how quickly we will need to ramp up our teams and how quickly things will likely change; we have already begun designing the processes and procedures in accordance with the draft bill. We have a system set up to quickly adjust our policies and processes, and train up our staff on any changes to minimize disruption and continue to serve New Jersey.

NMA determines eligibility for more than **500,000** applications per year.

2.2.1.1.3 Communications, Outreach, & Marketing

Communication is a major component of every project that we manage. However, managing a project that directly affects residents of New Jersey in the middle of a pandemic makes this even more critical. Our team will be directly and indirectly speaking to tens of thousands of residents, and it is critical that we are delivering clear information via phone, email, and other outreach. We need to manage both internal and external communications with consistent messaging delivered through various channels. The communications process requires varied approaches and channels that include print, video, and electronic communications. We will work with the State to establish a communications plan that will identify target audiences and recommended messengers; establish the schedule and frequency of the communications; outline the processes necessary to ensure timely and appropriate generation, collection, distribution, storage, retrieval, and ultimate disposition of project communications data; and manage the ongoing implementation of communications. In an effort to create an evolving and responsive communications plan, the NMA team has included a full-time Outreach Coordinator position. This resource will assist with the development of the plan,

inclusion of non-profit partners, development and leveraging of static and demographic data. This resource will also provide oversight and planning support to help DCA determine the most effective forms of marketing, communications, and public outreach. In addition, NMA has engaged a national public relations firm to assist DCA with any potential public strategy and messaging, on as needed basis.

Messaging for a program of this magnitude will require careful consideration of the different audiences, and messages will need to be tailored accordingly. For example, call center representatives need to be armed with detailed programmatic information to respond to various scenarios presented by applicants. Eligibility reviewers communicating with applicants will need different information specific to program requirements and program eligibility. Further, our PMO will consider up front programmatic requirements such as informational/marketing brochures, award calculation examples, regular updates, etc.

2.2.1.1.4 Reporting

2.2.1.1.4.1 External Reporting

Since November 2020, we have worked alongside our clients in creating reports for state government stakeholders as well as the quarterly reports required by U.S. Treasury for the Coronavirus Relief Funds (CRF). Our team has reviewed the new requirements for ERA from U.S. Treasury, and while it appears to be more involved than CRF reporting, we believe the processes we have in place can be adjusted to meet the new reporting requirements. Additionally, we understand how important it is to get timely reports to State of New Jersey stakeholders, and we will work with DCA to create reports and dashboards that will quickly provide executive updates and insights.

2.2.1.1.4.2 Internal Reporting

We will also create daily reports and dashboards for the internal DCA stakeholder team to monitor a number of metrics and key performance indicators. Specific metrics we will monitor include:

- Application aging report
- Average review per application
- Pass vs. fail metrics to indicate data quality and compliance with requirements
- Application resolution and payment amounts and rates
- Call center and email volume, including call abandonment and wait time metrics
- Average per unit cost
- Average months of assistance
- Disbursement budget vs. actuals
- Count of families being served by County

Tracking and reporting on these metrics is critical to program success and will provide the team with early risk indicators and will also indicate the trajectory of the program in terms of when reviews will be complete and payments will be disbursed.

2.2.1.1.5 Financial Management

We will have financial specialists integrated in our operations team but given its importance to this type of project, we will also have a dedicated workstream within the PMO. Through the course of administering similar programs, we have found that complex eligibility, financial, and accounting questions can arise that require discussion and validation. Additionally, this workstream team can also track payments and other program financial data. While NMA has financial controls and monitoring integrated into our over operations process, our team believes in a fully integrated approach, which will provide for a concurrent financial management workstream driven by the PMO. Our teaming partners, Guidehouse and AMA, will provide NJDCA with financial control reporting, analytics, and comprehensive project oversight from a financial perspective.

2.2.1.1.6 Quality Control

2.2.1.1.6.1 Risk Mitigation

We pride ourselves on a “common sense” approach to monitoring and compliance—one that balances the speed of recovery with risk mitigation. We understand the realities of ensuring compliance with a myriad of federal, state, and program requirements and guidance, while working quickly to deploy funding, particularly one with a looming deadline in 2024. Additionally, we will utilize our forensics, infrastructure, government, and data analytics capabilities to perform both preventive and detective analyses to identify anomalies, instances of noncompliance, and red flags that may need to be investigated and troubleshoot. By considering the dollar value of contracts and programs as a key risk criterion during our development of a risk assessment, we can help the State of New Jersey prevent the fraudulent use of funding, save costs, and be a proactive steward of public dollars.

2.2.1.1.6.1.1 Forensics & Fraud

With any large amounts of grant money coming in and needing to be disbursed quickly, there is always a risk that there could be a small number of “bad actors” who may try to take advantage of the system to fraudulently spend or request money. Often what we see is that our government clients cannot and do not have the staff with the appropriate qualifications to be able to adequately conduct investigations and monitor these funds to claw back fraudulent claims. This is where our team can provide the State of New Jersey with a deep set of skills and services to assist with these specialized accounting needs. Our team has a deep bench of accountants and forensic monitors who focus on forensic monitoring, accounting, and investigations. Our professionals utilize existing sophisticated data mining and data warehousing tools to support fraud investigations, fund tracing, anti-money laundering (AML), and financial data intelligence gathering. We have supported fraud investigations related to allegations of asset misappropriation and performed due diligence and

forensic accounting procedures regarding allegations of bribery, corruption, and violations of the Foreign Corrupt Practices Act (FCPA). Complimented by our deep bench of support, the NMA team will provide a dedicated investigative resource who can focus on high level accountability to those applicants and/or landlords who willfully mislead the agency and the agency's efforts to ensure the proper families are being assisted.

2.2.1.1.6.2 Monitoring

Our team has a tried-and-true approach to monitoring grant management programs, and rental programs specifically. We will work with DCA to determine appropriate file sample size and would recommend reviewing more of the applications as the process is started, since the process will be new. Flagging any instances of noncompliance at the beginning will allow any policy or procedure adjustments early on. We would continue to monitor a sample of applications on a monthly basis, changing the focus of our testing as the program develops.

Our quality control team will analyze the EPP for compliance with federal and state regulations as well as program rules and guidelines. Our monitoring and compliance activities include:

- Creating review procedures and checklists;
- Conducting reviews of program applicant files for compliance and completeness utilizing a sampling of a predetermined number of files;
- Reviewing observations for corrective action for in-progress and closed applications;
- Performing regular risk assessment, mitigation, and status tracking to close out any identified issues and risks;
- Developing written and verbal briefings on compliance requirements for the program; and
- Assisting with program closeout activities, as required.

2.2.1.1.6.3 EPP and ERAP Portal Fraud Mitigation Measures

Upon award, the EPP and ERAP Portal will be specifically designed to meet the quality control and subsidy calculation parameters that other software applications could not. Listed below are some of the steps we take to ensure accuracy:

- NMA is an approved vendor with access to the IRS TIN matching system, and all W-9s are validated manually or in bulk prior to payment being rendered.
- We use the Melissa Global Intelligence system to identify each discrete physical address and align a multitude of additional location information with the address.

2.2.1.2 Initiation & Implementation of Emergency and/or Disaster Recovery Housing Assistance Programs

NMA has initiated and implemented emergency and/or disaster recovery housing assistance programs for numerous state and local governments. Across these programs, the NMA team has assisted hundreds of thousands of households, as well as small and minority-owned businesses. As the programs were all deployed due to an emergency or in response to disaster, NMA worked with

the state and local governments to develop rapid responses that take into consideration nuances that are often overlooked, allowing us to address local challenges with innovative solutions.

2.2.1.2.1 Project Highlights

2.2.1.2.1.1 Emergency Rental Assistance Program: NJDCA (CVERAP-1 & CVERAP-2)

With NJDCA CVERAP, one of the challenges was a paper-intensive program with an extremely tight timeline to process payments. To further compound the issues, NMA was a contractor and limited in its ability to immediately address the IT challenges. Despite these and numerous other challenges, [REDACTED]

[REDACTED] while concurrently launching an application intake portal, establishing a call center, and onboarding [REDACTED] team members. Within two (2) weeks of project initiation, NMA was able to assume oversight of the statewide program, [REDACTED]

NMA was able to overcome all challenges and the agency achieved its funding goals in less than ninety (90) days.

[REDACTED] NMA was able to overcome all challenges and the agency achieved its funding goals in less than ninety (90) days. CVERAP-2, the team has expended \$132 million dollars to date, and is trending ahead of projected expenditure timelines to disperse 65% of the total \$381.9 million by September 2021. The application approval rate is 88%, which means that almost 9 of every 10 families that apply are being served by the program.

2.2.1.2.1.2 State of Massachusetts

The NMA team is currently assisting the State with addressing a family housing crisis. Specific services include, but are not limited to furniture, security deposits, relocation expenses, utility arrearages, rental assistance, mortgage assistance. [REDACTED]

2.2.1.2.1.3 Emergency Rental Assistance Program: Miami-Dade County, FL

In Miami-Dade County, three (3) major public housing sites were determined to require emergency relocation of all tenants. NMA was contracted to immediately mobilize staff and work with residents to find alternative emergency housing while we continued to work with the residents to find longer term housing. The PHCD hired NMA to administer their housing choice voucher (HCV) and emergency rental assistance programs, including planning, operations, program management, and call center support. The team has managed over 16,000 applications worth over \$900M.

2.2.1.2.1.4 Emergency Rental Assistance Program: Tulsa, OK

Tulsa, Oklahoma had only a very short time to launch its ERAP, which required working with a local nonprofit, Restore Hope. [REDACTED]

[REDACTED] The program's success prompted two (2) additional months of application intake to ensure maximum program impact.

2.2.1.2.1.5 Hurricane Harvey Disaster Recovery: Harris County, TX

The team is actively supporting Harris County following Hurricane Harvey. Our team was instrumental in Harris County's receipt of a \$1.1B direct carve out from the State of Texas' allocation of \$5B under PL115-56. Harris County is the most populous county in the US with over 4.5 million residents and over 1,700 square miles, making it larger in size and economy than many US states. With the magnitude of unprecedented damage, Harris County contracted our team to provide overall grant administration, project management, and financial oversight for several federal and state agencies including but not limited to CDBG-DR, FEMA, FHWA, HUD, TDEM, and GLO related to Hurricane Harvey relief.

Our team has assisted Harris County in:

[REDACTED]

2.2.1.2.1.6 Disaster Homeowner Assistance Program (DHAP) Joplin, MO

Collaboratively, we've worked with the City of Joplin to run one of the most successful CDBG-DR homebuyer assistance programs in the country. The Joplin Homebuyer Assistance Program (JHAP)

offered up to \$30,000 of down payment and closing cost assistance for eligible applicants to purchase a home in the Tornado Zone (the area of Joplin most impacted by the tornado). As administrators of the JHAP program, we were responsible for responding to all inquiries into the program and providing interested applicants and stakeholders with program information. Additionally, we accepted and reviewed the application documents, collected supporting documentation, verified the family composition and income information from the application, calculated annual income, and determined eligibility.

2.2.1.3 Rental Assistance Program Administration

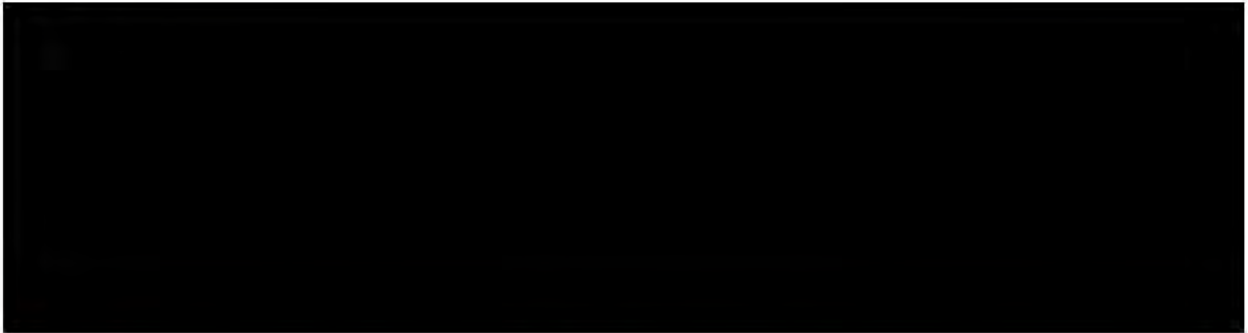
NMA currently administers more than 100,000 vouchers on behalf of housing authorities across the nation. Activities span the full breadth of housing services, including waitlist management, waitlist selection, eligibility determinations, rent calculation, recertifications, financial management, and reporting. NMA provides rental assistance program administration services in whole or in part for the following agencies:

Agency	Determining Eligibility	Working with Landlords	Calculating Rent Portions	Fiscal Management	Reporting
Chicago Housing Authority	★	★	★	★	★
Miami-Dade Public Housing & Community Development	★	★	★	★	★
San Francisco Housing Authority	★	★	★		★
Housing Authority of Jefferson Parish	★	★	★	★	★
Housing Authority of the County of Marin	★	★	★		★
Municipal Housing Authority of the City of Yonkers		★	★		★
Anaheim Housing Authority		★	★		
Housing Authority of the County of Alameda		★	★		

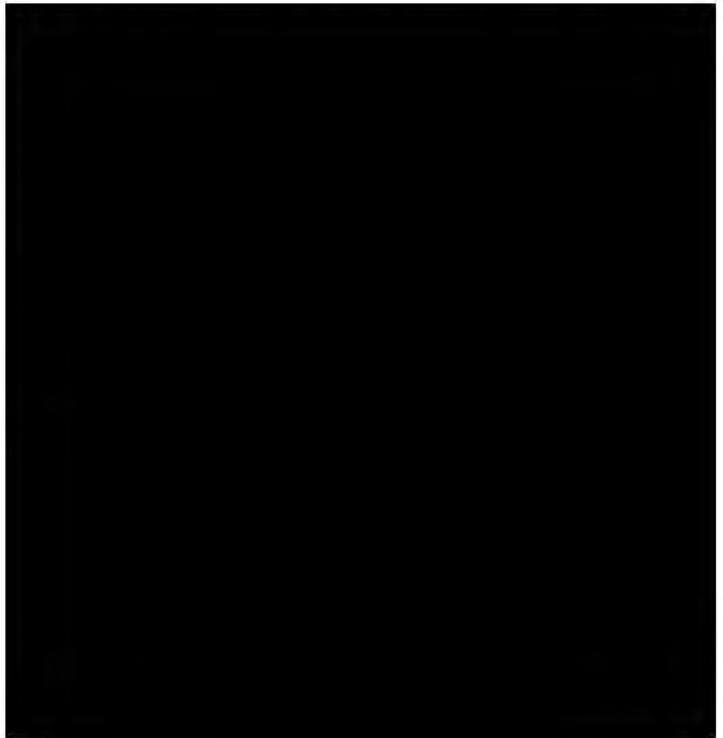
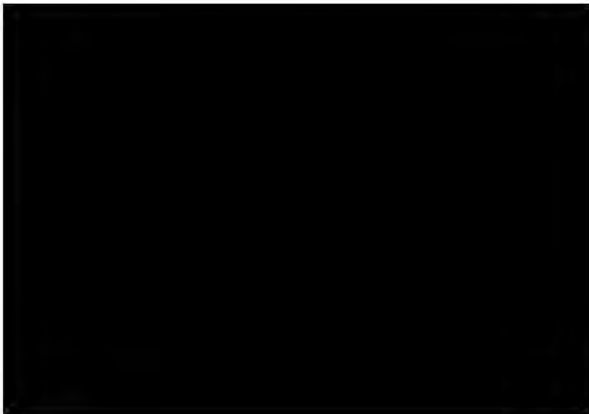
2.2.1.3.1 NMA's EPP & ERAP Portal

For this engagement, we will be leveraging our proprietary processing system, [REDACTED]

[REDACTED]



This application has been pivotal in the successful application of multiple emergency rental assistance programs (ERAPs), including the State of New Jersey CVERAP-1 and CVERAP-2, State of Massachusetts, City of Tulsa, City of Miami, State of South Dakota, State of South Carolina, and Miami-Dade County Public Housing & Community Development (PHCD) department. It has also been instrumental in the success of HCV programs at the Chicago Housing Authority, San Francisco Housing Authority, Georgetown Housing Authority, Marin Housing Authority, and the Housing Authority of Jefferson Parish, among many others.



2.2.1.3.2 *Determining Eligibility*

NMA determines initial, interim, and continued eligibility for more than 500,000 applications per year, which are processed based on all applicable federal, state, and local policies. To facilitate reviews, NMA uses state-of-the-art technology to ensure quality and consistency of our

determination process. [REDACTED]

[REDACTED]

[REDACTED]

2.2.1.3.3 Data Integrity & Preventing Duplication of Benefits

[REDACTED]

Users will be able to perform checks based on the unit address and also with select key information such as social security or driver's license numbers. Only users authorized by the state will have access to upload or perform duplication checks.

2.2.1.3.3.1 Standard Validations

2.2.1.3.3.2 Our Unique Approach to Address Validation

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2.2.1.3.3.3 IP Address Review

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

2.2.1.3.3.4 Verifying the Accuracy of Direct Deposits

As we know, those trying to commit fraud get smarter and more creative each day. As such, NMA further extends its verification checks [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

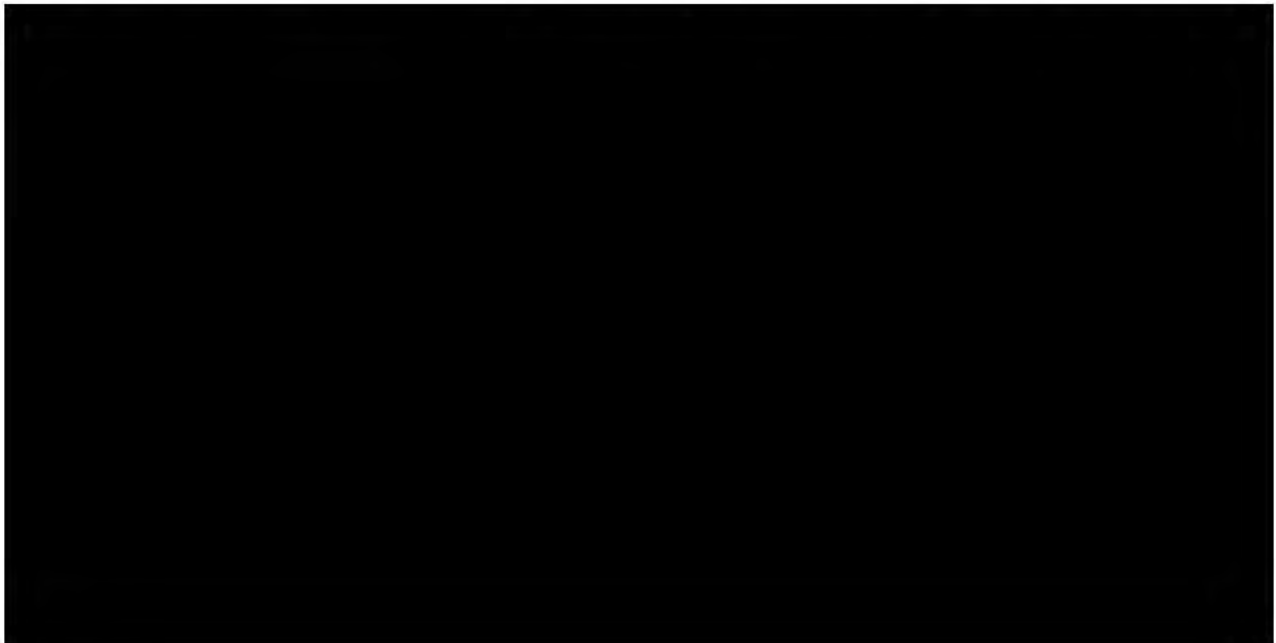
2.2.1.3.4 Working with Property Owners

Most government programs are two-way transactional programs between the benefits recipient and program. However, all rental programs have an additional layer of regulatory complexity because they maintain a three-way relationship between the applicant, the program, and the owner of the property. As the largest private administrator of HCV programs in the country, we have mastered these program nuances and actively service over 30,000 owners each year (approximately 100,000 owners between HCV and ERAP). We speak from experience when we say that the success or failure of a rental program is not always in the design of the program but rather if owners are willing to participate in it. As such, we approach our administration of these programs with a focus on building relationships with the owner community and positioning the program as a valued partnership which further assures our ability to ultimately meet the needs the families participating in the program.

We actively service approximately 100,000 owners each year and our team's primary focus is on **building relationships with the owner community**

2.2.1.3.5 Document Management

Our team utilizes state-of-the-art technology that is flexible and adaptable to consume information from a variety of sources, including direct scans, portal uploads, and faxes, all while maintaining native file formats for ease of transfer to agency enterprise content management (ECM) solutions.



2.2.1.3.6 Customer Service

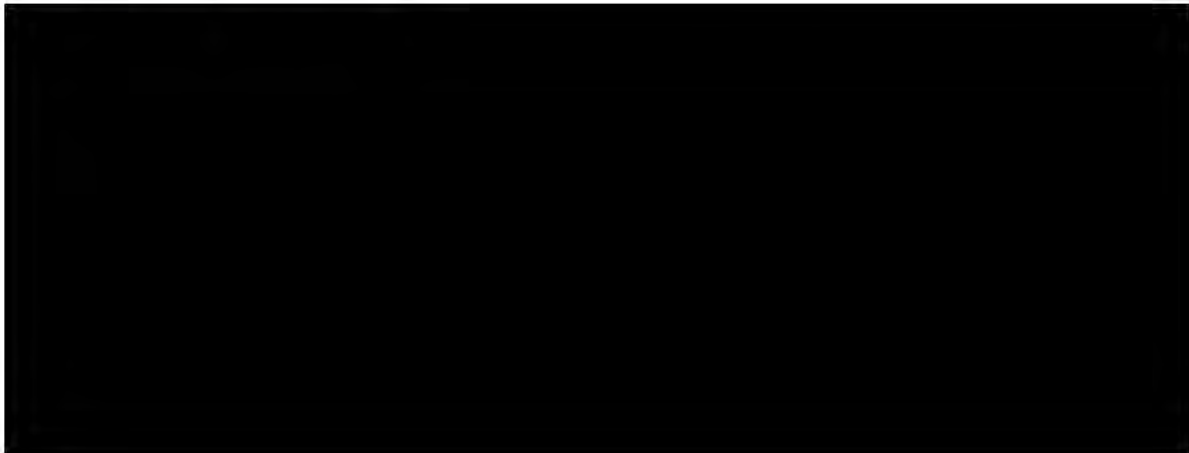
The NMA team will continue the customer service techniques implemented in the EPP program, including utilizing a multi-tier approach to resolving complex or escalated customer service cases, including crisis management. Ongoing customer service coaching will be provided to call center representatives and reviewers, reaffirming NMA's commitment to ensuring a positive experience for all applicants and stakeholders.



In addition to customer service training and responding to customer service complaints, NMA also takes a proactive approach to customer service through continuous communication with tenants and property owners regarding the status of pending applications. SMS text and email updates notify applicants when additional documentation is required, or there is an update to their application status, promoting the timely completion of applications.

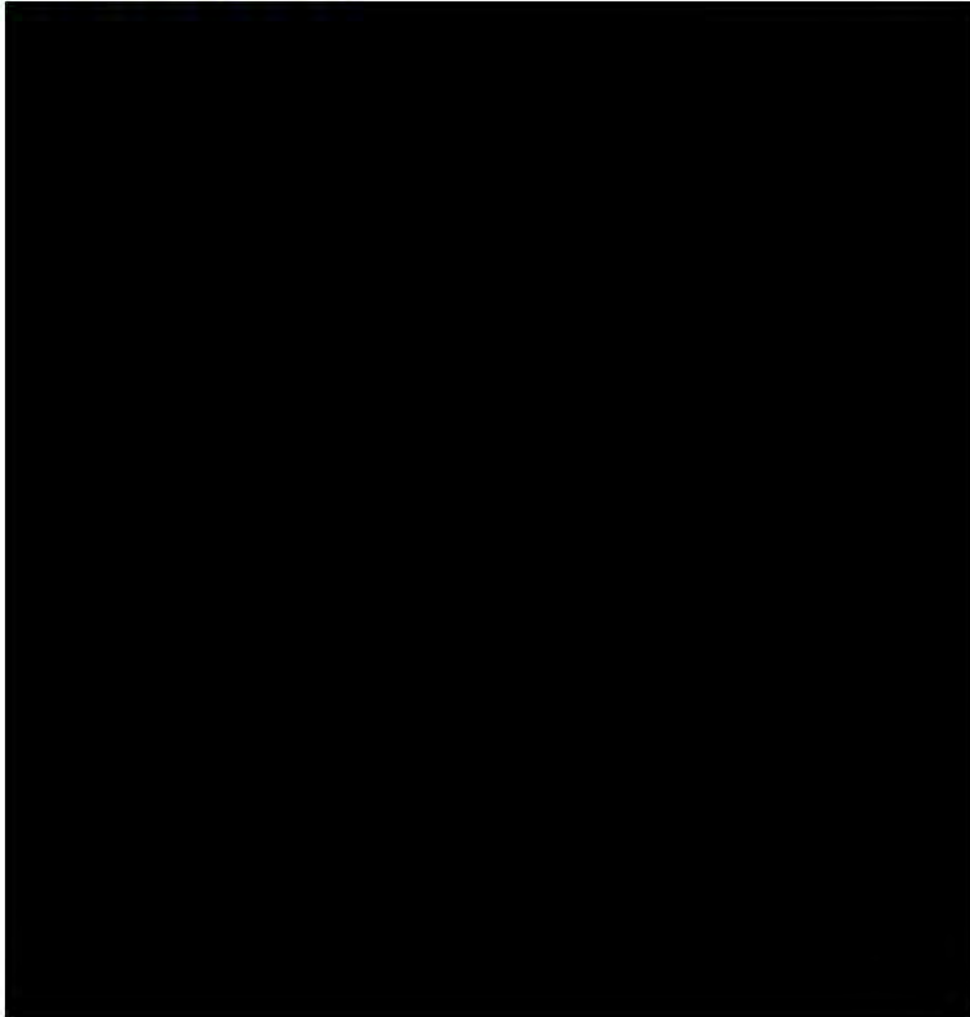
2.2.1.3.7 Reporting

NMA's application portal includes





2.2.1.3.8 Productivity Tracking



2.2.1.4 Public Housing Authority Databases

Through our work with administering agency operations for a number of public housing authorities the NMA team has deep knowledge of working with all modules of all the major housing authority databases, including:

- Emphasys Elite
- Yardi Voyager
- Housing Pro/HAPPY
- TenMast
- Lindsey Software

Currently, NMA is utilizing Housing Pro/HAPPY for the NJDCA CVERAP-1 and CVERAP-2 projects, as well as for the State of Massachusetts' ERAP project, and in administration of the Housing Authority of Jefferson Parish's housing choice voucher program. NMA will leverage its current Housing/Pro HAPPY system for EPP and provide a seamless

2.2.1.5 Implementation of Housing Assistance Programs in Collaboration with Large Governmental Systems

NMA has decades of experience working with large governmental systems, including providing training, consulting, and technical assistance services on housing programs to state housing authorities nationwide. For an overview of our team's recent engagements, please see *Section 3.1*.

NMA systems are inherently flexible, with direct integrations with legacy and modern programming applications. Throughout various engagements, NMA systems have successfully integrated with case management programs, financial programs, and in-house custom developed programs.

By utilizing the NMA database integration system processes, [REDACTED]

2.2.1.5.1 Emphasys Elite: Miami-Dade County PHCD

[REDACTED]

2.2.1.5.2 Massachusetts State Mass Health Program

[REDACTED]

2.2.1.5.3 Rental Assistance Program-Tulsa, Oklahoma

[REDACTED]

2.2.1.6 Extensive Knowledge of Federal Requirements

Our team has more than 40 years' experience analyzing, interpreting, and applying federal requirements in the administration of the housing choice voucher and public housing programs, as well as HUD's multifamily, community development block grants (CDBG), and community development block grants-disaster recovery (CDBG-DR) programs. Since 2020, NMA has leveraged this experience to build a team who are experts in the federal regulations governing the Emergency Rental Assistance Program, which include the CARES Act, Comprehensive Appropriations Act, American Recovery Plan Act, American Rescue Plan Act, and COVID relief funding.

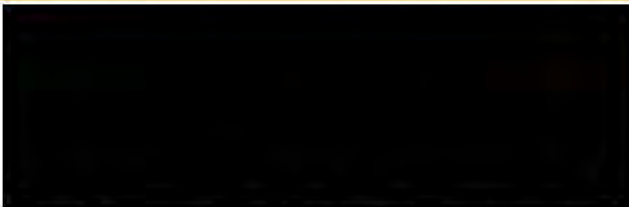
NMA has a team of internal subject matter experts who follow regulatory changes and guidance, and are able to quickly interpret these changes, understand the implications of these changes to our active projects, and deploy this information out to project leaders for implementation.

2.2.2 Relevant Qualifications & History of Similar Engagements

Our team has helped clients across the country, including twenty (21) states, counties, and city governments, and forty (40) healthcare systems (representing 400+ hospitals). Provided in the sections below are our most relevant qualifications and references.

2.2.2.1 ERAP & HCV Program Management Qualifications

NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS



Description of Work:

- The New Jersey Department of Community Affairs (DCA) selected NMA to assist in implementation of its COVID-19 Emergency Rental Assistance Program (CVERAP-1, CVERAP-2), currently funded in the amount of approximately \$470 million. The NMA team has executed the following tasks:
- Helped DCA to expend \$72M in ERAP (CVERAP-1) funding in an 8-week period
 - Provided surge staffing (approximately 300 resources) within a 1-week period
 - Set up a call center specific to the DCA COVID-19 Rental Assistance Program, call center is available seven (7) days a week
 - Assisted DCA with necessary technology platform modifications specific to intake of program applicants
 - Communicated with landlords and tenants regarding incomplete applications and collected missing data
 - Ensured entry of all needed applicant information into DCA housing database
 - Reviewed and determined eligibility of applications
 - Communicated with all applicants and landlords regarding determination of eligibility
 - Worked with DCA staff and vendors to facilitate weekly subsidy payments and ensure quality administration of program
 - Reviewed payments for accuracy and reporting weekly to DCA
 - Provided NJDCA with ongoing technical assistance related to the CARES Act and COVID relief funding

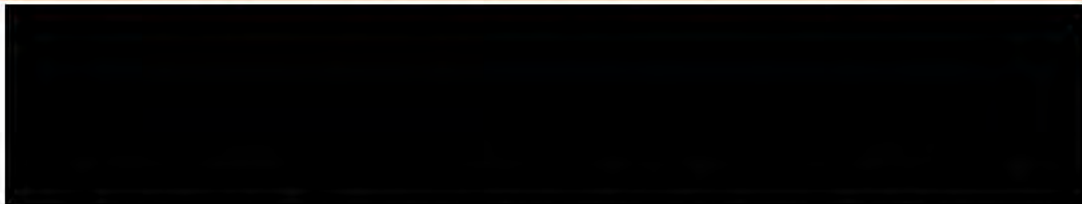
County of Tulsa, City of Tulsa via Restore Hope



Description of Work: NMA is currently providing operational and programmatic support for the Restore Hope COVID-19 Rental Assistance Program, which provides direct rental assistance to individuals affected by COVID-19. NMA has provided the following services:


- Set up a call center specific to the Restore Hope COVID-19 Rental Assistance Program
- Implemented web portal for the acceptance and evaluation of program applications
- Assisted clients with the submission of applications and intake/preliminary eligibility review for program participation
- Created a quality control methodology and compliance and monitoring methodology which complies with the U.S. Department of the Treasury's Emergency Rental Assistance and Record Retention Requirements
- Provided Restore Hope with ongoing technical assistance related to the CARES Act and ERAP funding

MIAMI-DADE COUNTY PUBLIC HOUSING & COMMUNITY DEVELOPMENT




Description of Work: NMA manages over 15,000 housing choice voucher (HCV) contracts for PHCD, including 193 homeownership vouchers and 180 families participating in the FSS program. NMA also provided experienced resources to review and determine eligibility for over 8,000 families who applied under Miami-Dade's Emergency Rental Assistance Program (ERAP). We earned SEMAP *High Performer* status for three (3) consecutive years with no single file audit findings. We increased utilization to over 99%, overall file accuracy to over 90%, customer satisfaction to over 90%, and owner participation in the program by over 30%.

MASSACHUSETTS DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT



Description of Work: The State of Massachusetts Department of Housing and Community Development (DHCD) engaged NMA to assist and support in the evaluation of the causation of a large backlog in application processing for the Residential Assistance for Families in Transition (RAFT) program that would enable families to pay their rent and utilities while experiencing a hardship. NMA is providing management and operations support to the largest Regional Administrative Authority (RAA) processing RAFT applications, Metro Housing Boston (MHB), among others, to help eliminate the backlog and prevent it from recurring. NMA provided operational surge capability for processing of backlog applications in order to get assistance to families in a timely and efficient manner.

CHICAGO HOUSING AUTHORITY



Description of Work: NMA manages approximately 47,000 HCV, 1,200 PBV, 1,300 Mod Rehab, 1,200 VASH, and over 1,000 demonstration program vouchers. We earned SEMAP *High Performer* status for seven (7) consecutive years with no single file audit findings. We successfully leased over 15,000 new families over the last three (3) years increasing tenant-based voucher and project-based utilization to over 98%. Additionally, our team completed 100% of its annual re-certifications, maintained a 99.8% PIC transmission rate, increased file accuracy, and improved customer satisfaction from below 3 to 4.5 out of 5.

2.2.2.2 COVID-19 CARES Act & Coronavirus Relief Funding Qualifications

STATE OF SOUTH DAKOTA GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT

Contact: To be provided upon request

Start & End: Sep. 2020 to present

Description of Work: Guidehouse is currently engaged by the State of South Dakota's Governor's Office of Economic Development to implement and manage ten CARES funded programs outlined by the state legislature. These programs total over \$550 million dollars of federal funding that require strategy & planning, program management, intake & eligibility review, call center support, accounting, and compliance monitoring for over 10,000 applications received. Guidehouse has developed an online technology platform to receive, review, and analyze applications for financial support from small businesses, non-profits, start-up businesses, community-based healthcare providers, and hospitals.

2.2.2.3 Disaster Recovery Qualifications

HARRIS COUNTY OFFICE OF MANAGEMENT AND BUDGET



Description of Work: Our team provides strategy and technical assistance, program management, and additional services as needed in response to COVID-19; develops strategies to recover from the impact of COVID-19 and captures costs/revenue losses to maximize available federal/state/other grant funding; identifies funding opportunities from grants allocated in H.R.748 (CARES Act) and other potential funding sources available to Harris County, and provides guidance on the eligibility, requirements, and application process; provides guidance on the allocation of expenses to the appropriate grants that will maximize the reimbursement received by the county; established a PMO to assist county executive leadership for the purposes of recovery from COVID-19; provides ongoing reporting and recordkeeping to meet grant requirements, share progression of grants and funding sources, and coordinate between county departments and agencies when applying for grants and other sources to ensure funding is most effectively distributed to county departments and agencies; and provides integrity monitoring for the Rental Assistance Program, funded by Coronavirus Relief Fund (CRF).

NEW YORK STATE GOVERNOR'S OFFICE OF STORM RECOVERY
PROGRAM AND COMPLIANCE MANAGEMENT

**Description
of Work:**

Our team has been a proud partner of GOSR's for the past eight (8) years and provides program management and integrity monitoring services in support of New York State's Superstorm Sandy recovery efforts. Following the devastation of Superstorm Sandy in October 2012, \$8B in federal funds were appropriated for the recovery of the State of New York and New York City. Initially, the State engaged our team to verify its estimates of storm damage for inclusion in the Federal Supplemental Funding request. Following the successful submission of the funding request, we helped stand up its newly created agency, the Governor's Office of Storm Recovery (GOSR). Our team has continued to serve as trusted advisors to New York State, supporting efforts to rebuild more resilient homes, communities, and municipalities. In this capacity, we have supported virtually every department in the agency, including housing, infrastructure, small business, administration, operations, monitoring & compliance, and most recently, closeout. Our teams have provided program management and integrity monitoring over the CDBG- DR funding disbursed to the State of New York through GOSR. We have also supported the State in program design, day-to-day operational support of programs, monitoring & compliance efforts, organizational assessments, technology evaluations, IT security tests, and procurement process design. An analytics team has provided data-driven recommendations and insights on deployment of disaster recovery funds.

Our work across these diverse programs has helped our client to develop processes and procedures that maintained compliance with federal and state regulations, while prioritizing efficiency and customer service. As a result of our efforts, the State has been able to quickly and efficiently disburse federal funding to those New Yorkers most in need.

CITY OF JOPLIN, MISSOURI

**Description
of Work:**

The team is currently retained as the project administrator and project manager for the City of Joplin's HUD CDBG-DR funds received following the EF-5 strength tornado that devastated the City on May 21, 2011. The tornado caused 161 fatalities, making it the deadliest single tornado on record in the U.S. According to NIST, it caused almost \$3 billion in damage, including damage to 553 business structures and nearly 7,500 residential structures.

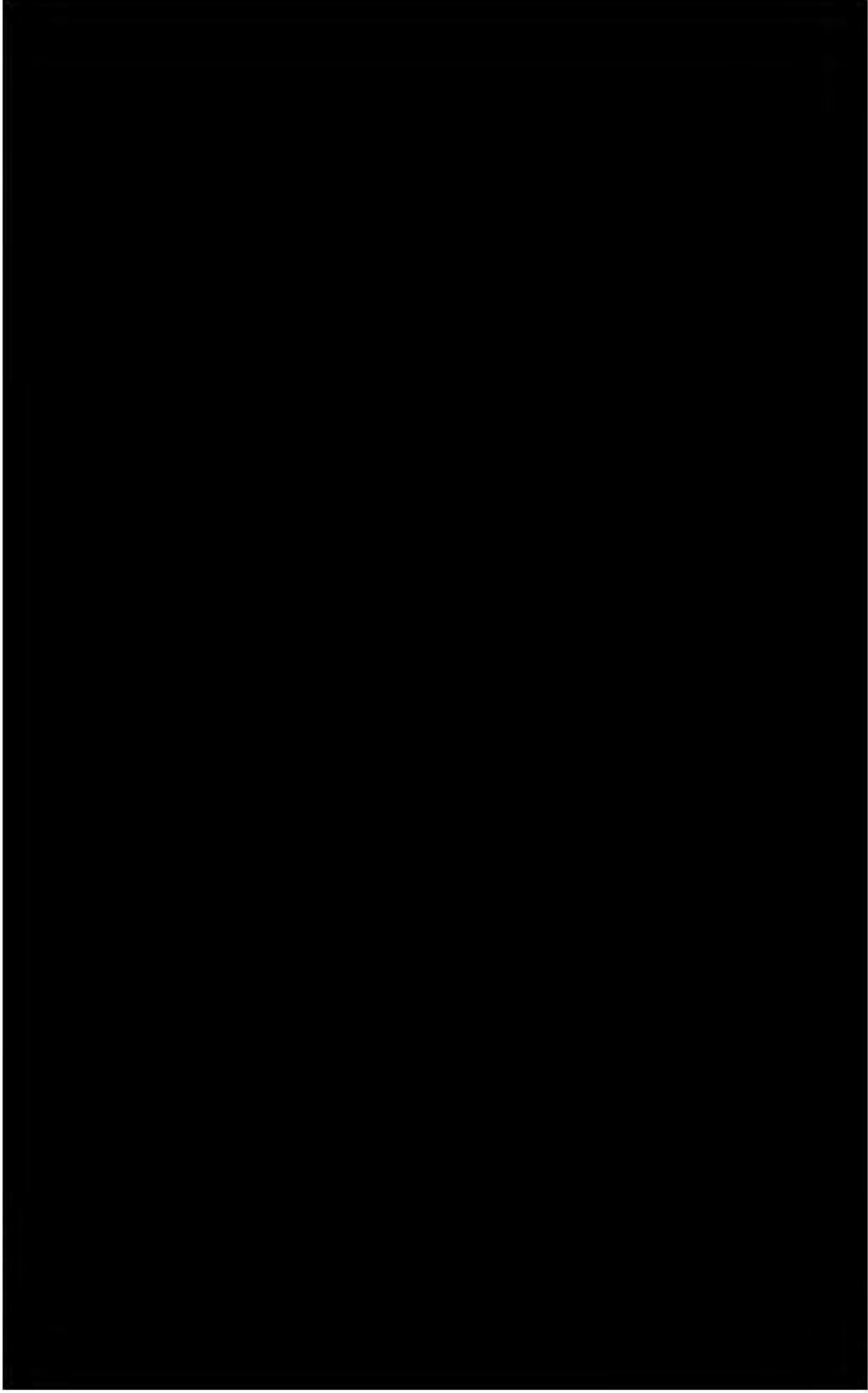
As part of this project, our team has completed a full CDBG-DR Action Plan, Implementation Plan, and Capacity Checklist for a first-time grantee that has been approved by HUD. The team is providing grant management and program management support on the City's infrastructure and economic development projects throughout each project's lifecycle, including the development of replacement housing and rebuilding the sanitary sewers, storm water drainage, roads, sidewalks, utilities, and streetscapes. The team also reviews the compliance of each project based on the CDBG-DR requirements, assists with the development of environmental assessments and performs reviews of environmental documents related to the National Environmental Policy Act ("NEPA") requirements to assess potential environmental hazards and risks, suggests mitigation measures for unavoidable impacts, and determines compliance with various state and federal agency requirements. The team is also assisting the City in maintaining their records management procedures/processes.

2.3 Staff Qualifications, Capacity, & Experience

With over 10,000 team members throughout the country, we are committed to performance excellence and recognize that success is directly linked to the successful performance of individual staff. Approximately 1,000 of our current employees are qualified to perform some or all of the services requested.

Following is NMA's company-wide organizational chart.

Please see *Section 3.4, Staffing Plan* of this quotation response for additional information regarding our staffing plan for this engagement.



2.3.1 Plan for Qualified Replacements

John McKay, Chief Executive Officer, and Steven Rosario, Senior Director of Program Management, will serve as the engagement leaders and will ensure that all tasks performed under this engagement are provided efficiently, accurately, on time, and in compliance with the requirements of the executed contract.

Our team includes a deep bench of approximately 10,000 highly qualified subject matter experts, with over 1,000 who are specifically well-versed in EPP and ERAP projects and would be available to step into key project positions in the event of vacation, illness, or personal emergency, preventing any loss of service continuity. Several of these additional team members have been identified in *Section 4, Resumes of Key Team Members*.

In addition to the current project team's [REDACTED] [REDACTED] to staff and launch the EPP. NMA team will then identify managers who have experience administering ERAP and EPP projects to act as support for the launch team.

The launch team will be provided update training prior to project start, covering all changes to program requirements, and any accompanying system changes. Once refresher training is complete, this team will immediately proceed to reviewing applications already received through ERAP that were ineligible due to income but could be eligible for EPP. These experienced staff will be spread among all planned teams, enabling a rapid start to the review process while new team members come up to speed.

Concurrent to the preparation of the launch team, the NMA team will work with its staffing agency, and our team partners to recruit and onboard additional team members, who will be brought on in cohorts. Each cohort will consist of approximately [REDACTED] individuals who will be onboarded every two (2) business days until full staffing levels are reached. Each cohort will receive two (2) days of program and systems training, and then be spread among existing teams, leveraging the experience of the launch team to assist in the continuing training of new team members.

NMA will keep a constant funnel of applicants available for this project. As team members need to be replaced, new cohorts will be onboarded and distributed among the teams, ensuring that there are no service gaps. This funnel also offers NMA the flexibility to rapidly scale staffing according to project demands. The management team will utilize a master staffing schedule to balance planned and unplanned time off with key project deliverables.

2.4 Service Location & Point of Contact

NMA's corporate office is located in the San Diego area at 1810 Gillespie Way, Suite 202, El Cajon, CA 92020 and will be responsible for managing the resulting contract. NMA also has satellite offices in the following locations:

- 1815 Egbert Avenue, San Francisco, CA 94124
- 150 Highland Avenue, Bridgeport, CT 06604
- 20 SE 3rd Avenue, Miami, FL 33131
- 1111 Park Centre Blvd, Suite 104, Miami-Gardens, FL 33169
- 60 E Van Buren, 9th Floor, Chicago, IL 60657
- 20 N Clark Street, Suite 3300, Chicago, IL 60602
- 1825 S. Albany Avenue, Chicago, IL 60623
- 938 Louisville Road, Suite 300, Frankfort, KY 40601
- 139 Scroggins Park, Georgetown, KY 40324
- 1347 Westbank Expressway, Suite D, Westwego, LA 70094
- 708 Main Street, Houston, TX 77002

The primary point of contact for this engagement is Catherine Ures:

Primary Contact:	Catherine Ures, Vice President of Professional Services
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3. ADDITIONAL SUBMISSION REQUIREMENTS

3.1 Overview

This Statement of Work (SOW) is premised on, among others, the following express Assumptions, which are outside the scope of this SOW.

- The number of Applicants shall not exceed the number in which the program funding can support.
- The time in which NMA must process and fund Applicants is not materially reduced.
- The number of resources in which NMA can adequately operate the program is not materially reduced.
- There will be no material changes in program policies and regulations.
- There will be no Force Majeure Events during the Term.
- There will be no material changes in applicable Laws (including, but not limited to Mandatory Laws, defined below,) during the Term.
- There will be no material changes in changes in scope, NMA responsibility, and hours of operation once program design has been established and implemented.

3.1.1 Client Cooperation

Subject to the Agreement and this SOW, Client will reasonably cooperate with NMA in the provision of services. Client shall, without limitation, provide the following assistance to NMA during the SOW Term:

- The DCA will utilize the same MRI system for payment processing used in CVERAP-2.
- The DCA, within reason, will quickly review and provide feedback regarding all materials, proposals, policies, etc. prepared by NMA.
- The DCA will be responsible for all check runs and ultimate disbursements of funds.

3.2 Bidder's Capacity

On April 26, 2021, the State of New Jersey issued its 219th legislature, which enacted a stack bill (Eviction Prevention Program) that provides financial relief to certain landlords and tenants in response to COVID-19 pandemic. The appropriations set aside in this bill are to be used to assist landlords who have suffered deep economic losses through no fault of their tenants or themselves, and, simultaneously, make efforts to assist tenants who need help as a result of this crisis, in order to ensure some measure of security and stability for their families and communities; provide landlords with the restored rental income stream required to safely and efficiently operate their buildings; and prevent a resurgence of the COVID-19 pandemic that will threaten the health and safety of tenants, landlords, and the public at large.

NMA is currently administering NJDCA's CVERAP-1 and CVERAP-2 programs, and as such, is uniquely positioned to quickly begin acceptance and processing of applications, assuring acceptance and processing of applications no later than August 16, 2021. In addition, to the [REDACTED] for EPP, NMA has a robust team working on CVERAP-1 and CVERAP-2 some of whom can be rolled over to the EPP. This transfer of knowledgeable staff will allow the NMA team to hit the ground running, seamlessly launching EPP, and enable NMA to submit payments for processing and have the first payments issued to eligible households by September 2021.

As the current CVERAP-1 and CVERAP-2 administrator, NMA already has in place:

- Draft EPP policy, based on draft stack bill
- Application portal
- Comprehensive review and processing systems
- Fully staffed call center trained on current stack bill
- Quality control protocols
- Staff recruitment and onboarding processes
- Knowledgeable leadership team
- Initial and ongoing training and development processes
- Data analytics and reporting team

NMA will leverage these systems and existing staff to expedite project onboarding and move quickly into application processing.

3.3 Preliminary Work Plan

NMA understands that the DCA requires a partner to execute the following tasks:

- Within 5 business days of contract execution, develop plans and materials for launch of new program to include portal redesign to include language on the Eviction Prevention Program
- Within 15 business days of contract execution, demonstrate capacity to begin accepting and processing applications through an online portal and, for those without internet access, through a call center
- Communicate in hard copy, digitally and via phone with applicants regarding pre-application process, application process, guidelines of the program, and status of applications and payments
- Assist tenants and landlords in navigating application process
- Communicate with landlords and tenants regarding incomplete applications and collect missing data
- Ensure entry of all needed applicant information into DCA housing database and abide by all applicable policies issued by the New Jersey Office of Information Technology
- Review and determine eligibility of applications
- Communicate with all applicants and landlords regarding determination of eligibility
- Conduct recertifications of participants every six months
- Work with DCA staff and vendors to facilitate weekly subsidy payments
- Review payments for accuracy and report weekly to DCA
- Work with DCA staff and vendors to ensure quality administration of program

NMA is prepared to work with DCA to begin processing applications by **August 16, 2021.**

NMA commits to the parameters above.

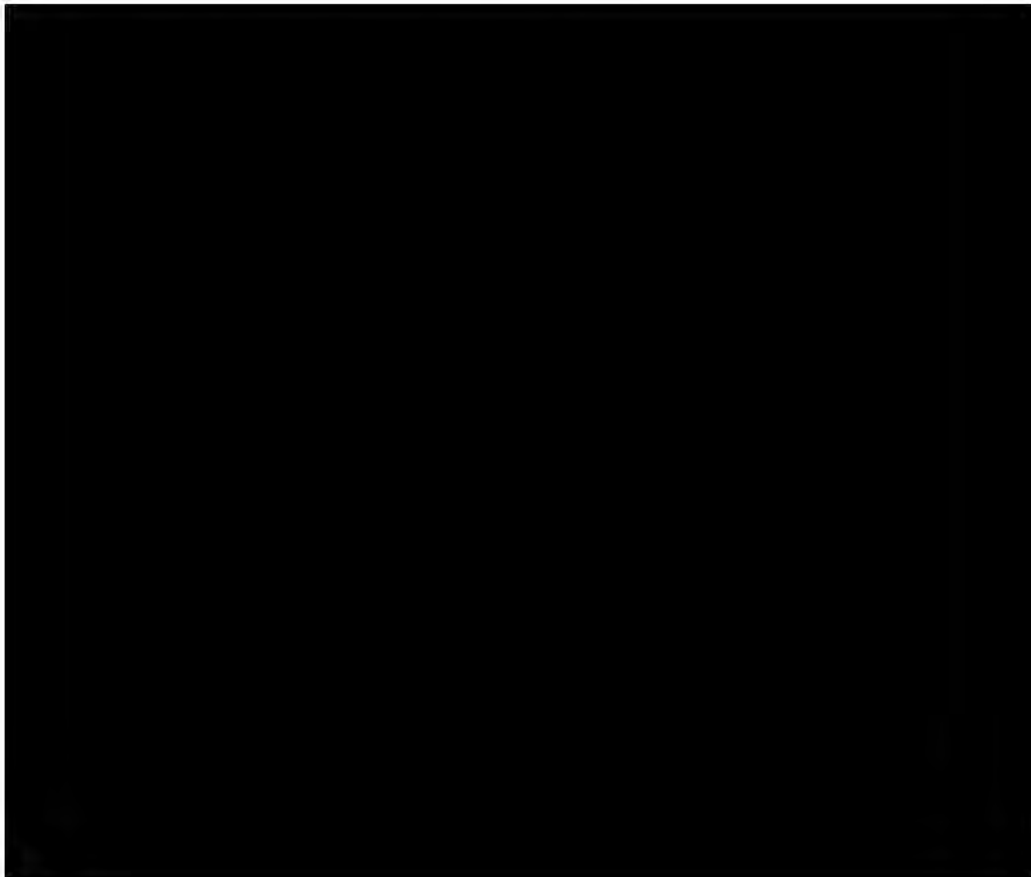
NMA's goal is not only to help DCA implement the Eviction Prevention Program, but to also help maximize the impact of that federal assistance.

3.3.1 Demonstrated Ability

As the NMA team is already administering NJDCA's CVERAP-1 and CVERAP-2 projects, there will be minimal transition time required to fully deploy EPP, as the following key functional areas are already in place:

- Project leadership
- More than 300 trained staff, including approximately 200 reviewers and approximately 50 call center representatives
- Fully functional application portal
- Fully implemented call center
- Policies and procedures for application reviews

NMA will work with DCA to identify and quickly deploy any changes to program requirements for EPP and provide update training to staff in the nuances of these differences. NMA is uniquely positioned to rapidly launch EPP, issuing the first payments no later than September 2021, while simultaneously ramping up to full staffing levels.

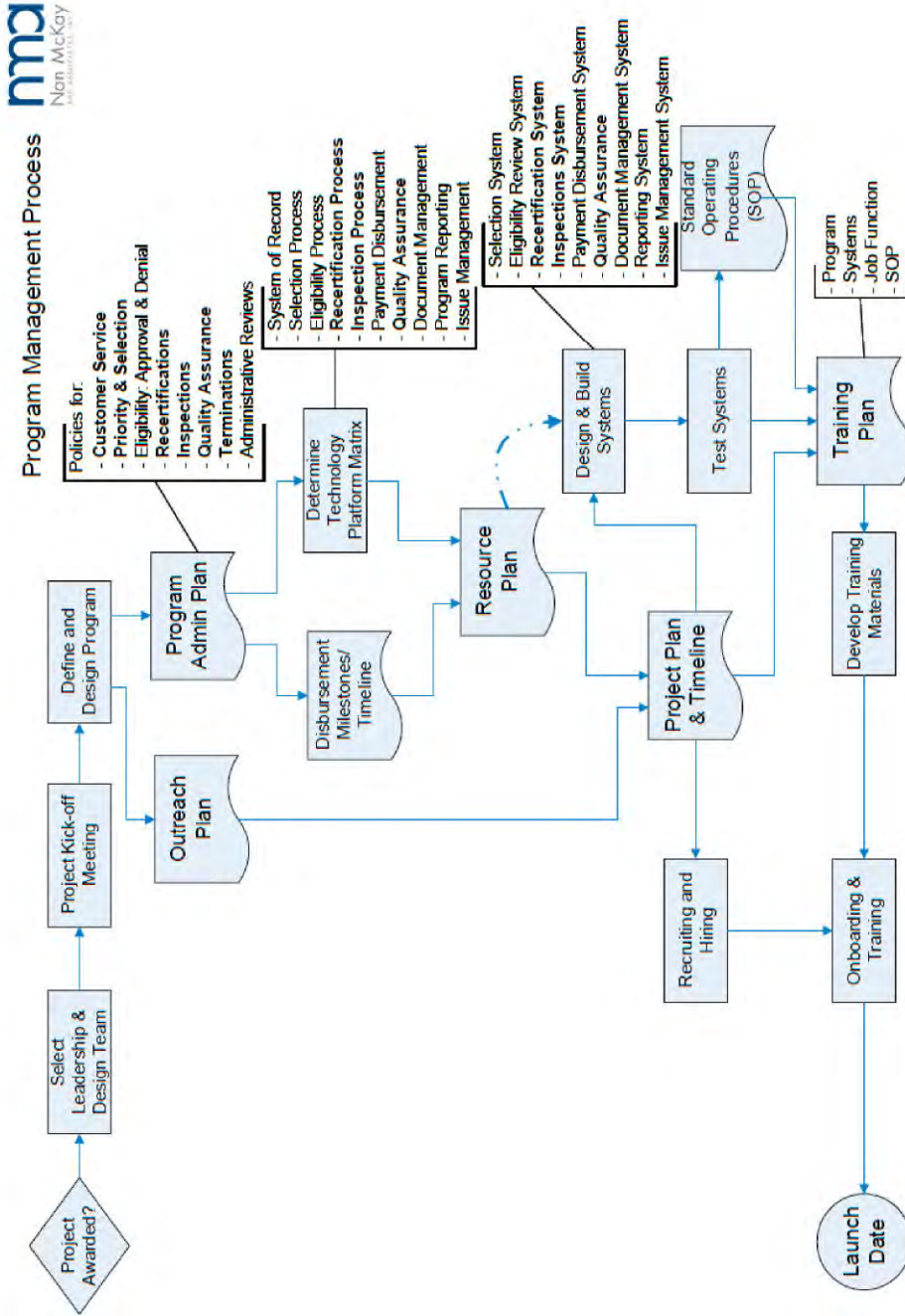


3.3.2 Timeline, Significant Milestones, & Anticipated Deliverables

NMA understands that the DCA requires a partner that will work aggressively in designing, developing, and implementing this program plan for the NJEPP, and will ensure the intake of program participants to begin no later than August 16, 2021.

NMA understands that in order to accomplish this, the following tasks must be completed:

1. Within 5 business days of contract execution, NMA will:
 - a. Select leadership and design team
 - b. Conduct project kick-off meeting
 - c. Define and design program, which includes:
 - i. Outreach plan
 - ii. Program administrative plan
2. Include EPP language and FAQ on the Portal
3. Within 10 business days of contract execution, NMA will provide a Resource Plan which will include:
 - a. Preparation of disbursements milestones and timeline
 - b. Identifying technology and system resources
4. Within 15 business days of contract execution, NMA will provide the DCA with a comprehensive Plan and Timeline at which point recruiting and hiring will begin.
5. Within 25 business days of contract execution NMA will have designed and built a testing environment for which all program activities will be processed. NMA will work with a beta testing team for 5 business days to ensure that the systems are ready for staff trainings.
6. Within 30 business days of contract execution, NMA will have tested all systems, prepared a set of preliminary procedures on the program, systems and processes. Additionally, NMA will have prepared a preliminary Training Plan and initial training materials.
7. The first round of staff onboarding, and training is expected to begin within 30 business days of contract execution within ongoing rounds of staff onboarding/training to occur until staffing levels have been satisfied. It is expected that the call center department will be the first to be staffed and, on the phones, no later than 1 week prior to the application intake period beginning.



Additionally, NMA also understands that the following tasks and activities are expected to be executed within the established program design:

- Oversee the day-to-day operations of the EPP.
- Communicate with prospective clients through multiple resource channels regarding the program requirements, application process, eligibility determinations, payment disbursements, ongoing recertifications, inspections, terminations, and fraud.
- Perform eligibility reviews, recertification reviews, complaint inspections (virtually or through self-certifications), terminations, quality assurance, in addition to investigating fraud.
- Perform data entry into program system of record for the purpose of funds distributions to landlords.
- Follow all established program policies and procedures to ensure overall program compliance.
- Provide routine program budgeting and forecasting updates, focusing on the funding distribution timelines.
- Provide routine program reporting, including applicant demographics and processing statuses.
- Provide routine program analysis, including risk analysis, payment and data reconciliations/analytics.
- Work with all vendors, partners, and the DCA to ensure quality administration of the program.

3.3.2.1 Service Approach

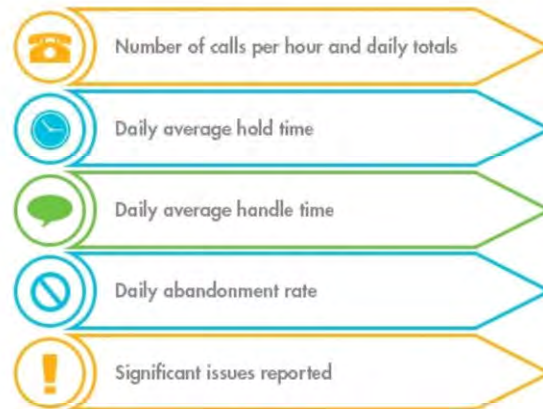
The NMA team will follow a five (5) phased approach to provide the requested services:



PHASE I Call Center

NMA will utilize the fully functional call center already in place for CVERAP-1 and CVERAP-2, seamlessly rolling it over to EPP. Our customer service representatives are well versed in CVERAP and EPP programming and will handle all customer service calls in an expediated and efficient manner. All call center metrics will be reported daily to the DCA.

Our daily call center reports capture:



PHASE II Technology

NMA will utilize the existing CVERAP-1 and CVERAP-2 application portal, making refinements needed for any programmatic differences between the CVERAP-1/ CVERAP-2 and the EPP programs. Applications will be able to submit for both the EPP and ERAP programs through the same Portal, and as part of the same application process.

PHASE III Eligibility

NMA's team of experienced reviewers, rolled over from CVERAP-1 /CVERAP-2 to EPP, in conjunction with our call center staff, will assist clients with the eligibility review for program participation. Training will be provided to these existing resources on any programmatic differences for CVERAP-2 and the EPP. Reviews will begin immediately upon receiving applications.

PHASE IV Compliance

We begin to think about program closeout on Day 1. Our team of experienced consultants will create a quality control methodology and compliance and monitoring methodology based on industry best practices and recent guidance from the Department of the Treasury.

NMA's QC team will develop and implement a parallel QC effort for both the call center and eligibility workstreams. Our methodology and QC plan will be presented to the DCA for review and approval prior to implementation.

Our team will assist in developing and/or updating:

- Structure for procedures and checklists, as needed.
- Recommendations for the development and/or update policies and procedures, as needed.
- Methodology for regular risk assessment, mitigation, and status tracking to close out any identified issues and risks.
- Compliance review methodology for desk reviews.

PHASE V Technical Assistance

During *Phase V*, the NMA team will provide DCA with ongoing technical assistance related to includes, but is not limited to the CARES Act, Comprehensive Appropriations Act, American Recovery Plan Act, American Rescue Plan Act, and COVID relief funding. NMA's team of experts who are working on similar projects across the country will be available to advise the DCA with regards to programmatic changes as they related to COVID funding.

3.3.2.2 Sample Project Schedule

Provided below is a sample project schedule for DCA's reference. Upon contract award, we will work collaboratively to develop a detailed project schedule that aligns with DCA's goals and team availability.



3.4 Staffing Plan

NMA's dynamic group of professionals brings an invaluable history of working collaboratively with PHAs and affordable housing providers across the nation and will utilize this extensive experience to exceed performance expectations. We pride ourselves on providing unprecedented levels of customer service, doing whatever is necessary to achieve your goals.

3.4.1 Management Team



John McKay

Role: Executive Sponsor

Mr. John McKay has been with NMA since 1998 and has served as the chief executive officer since 2007. Under his leadership, NMA has grown to be known as the gold standard for professional services in the affordable housing industry. John has provided executive oversight for large housing programs for more than twenty (20) years, including overseeing more than \$1B of HCV program subsidy annually.

After Hurricane Katrina, John was part of the team that worked in Houston and New Orleans helping create the first Disaster Housing Assistance Program (DHAP) and ran the program for two (2) years in both cities. He also participated in launching the City of Joplin's Homebuyer Assistance Program (JHAP).

As executive sponsor, John brings his knowledge of housing regulations and industry best practices to oversee contracts with large agencies at a high level and ensure successful outcomes for all stakeholders.



Steven Rosario

Role: Engagement Manager

In his current role as HCV program director, Steven Rosario oversees the operations of Miami-Dade County's housing choice voucher program. He previously served as director of some of the largest voucher programs in the nation, administering more than 45,000 vouchers in Chicago and San Francisco. With extensive experience in program and project designs, Steven is a fiscally conscious and goal-driven leader who has earned a reputation for building and leading strong and collaborative team efforts.

Mr. Rosario will be the engagement manager for this project. He will work closely with the DCA to ensure that all deliverables are met, that the work performed exceeds expectations, and that we are continuing to build a strong partnership.



Catherine Ures

Role: Executive Advisor

Ms. Catherine Ures is NMA's vice president of professional services, with over eighteen (18) years of professional experience in community redevelopment, recovery, and strategic planning. Catherine has the unique qualifications of having worked in a management capacity in both the public and private sectors. Catherine's public service encompasses over a decade in California municipal government, in both the affordable housing and redevelopment fields. Her time in the private sector has focused on serving federal, state, and local entities with strategic planning, urban design, grants management, disaster recovery, HUD program management, monitoring and compliance, and training.

3.4.2 Program Staffing

Although actual staffing levels will be monitored and assessed routinely throughout the program to ensure appropriate levels are being met, NMA has prepared a preliminary staffing matrix based on known variables and program estimates.

3.4.2.1 Eligibility (Initial & Ongoing)

NMA is initially proposing 4 teams of eligibility specialists (approximately 66 eligibility specialists) to ramp up and be approximately 98% program participant utilized within 6 months of initial application intake. This means that within 6 months of receipt of the first program application, NMA will have approximately 98% of the necessary program participants fully admitted and funding actively disbursed to landlords.

NMA will transition its eligibility team to focus efforts on going recertifications processing, which includes both interim and semi-annual recertifications. NMA will continue ongoing efforts to maintain a 98% utilization rate, with considerations for attrition.

3.4.2.2 Call Center

NMA will have a fully staffed call center team consisting approximately 25 new call center reps, who will focus on routine inbound calls as well as periodic outreach campaigns. NMA will utilize existing call center systems that have been previously used in both Phase 1 and Phase 2 of the CVERAP.

3.4.2.3 Program Outreach

NMA will designate a full-time individual who will lead and coordinate all program outreach efforts, working closely with the State Public Relations office, non-profit organizations, and office of technology to ensure outreach efforts are properly planned and executed.

3.4.2.4 Compliance

Additionally, NMA will provide a compliance team whose sole purpose is to reduce risk and to ensure program funds are being appropriately disbursed both prior to the disbursement of funds and after. NMA expects to staff approximately 8 specialists to perform routine QC and QA activities.

Within the compliance department, NMA will also ensure that program terminations, appeals, fraud are being closely monitored.

The compliance team will create a quality control methodology and compliance and monitoring methodology based on industry best practices. Additionally, the compliance team will track identified issues and risks and work with the training department in creating additional learning material for the program teams to further educate and improve compliance adherence.

3.4.2.5 Finance

NMA will cooperate and collaborate with DCA's finance team on financial controls and will provide a financial analyst to conduct routine budget projections, disbursement forecasting and scheduling, financial reconciliations, etc.

3.4.2.6 Training & Development

NMA will provide staff to manage and administer program training and development. This staff will consist of an equivalent of one trainer and one knowledge base administrator. This team will be called to instruct, advise, develop, and equip new hires as they are onboarded to this program. They will also support program operations with ongoing training and documentation for any project, program, procedural revisions.

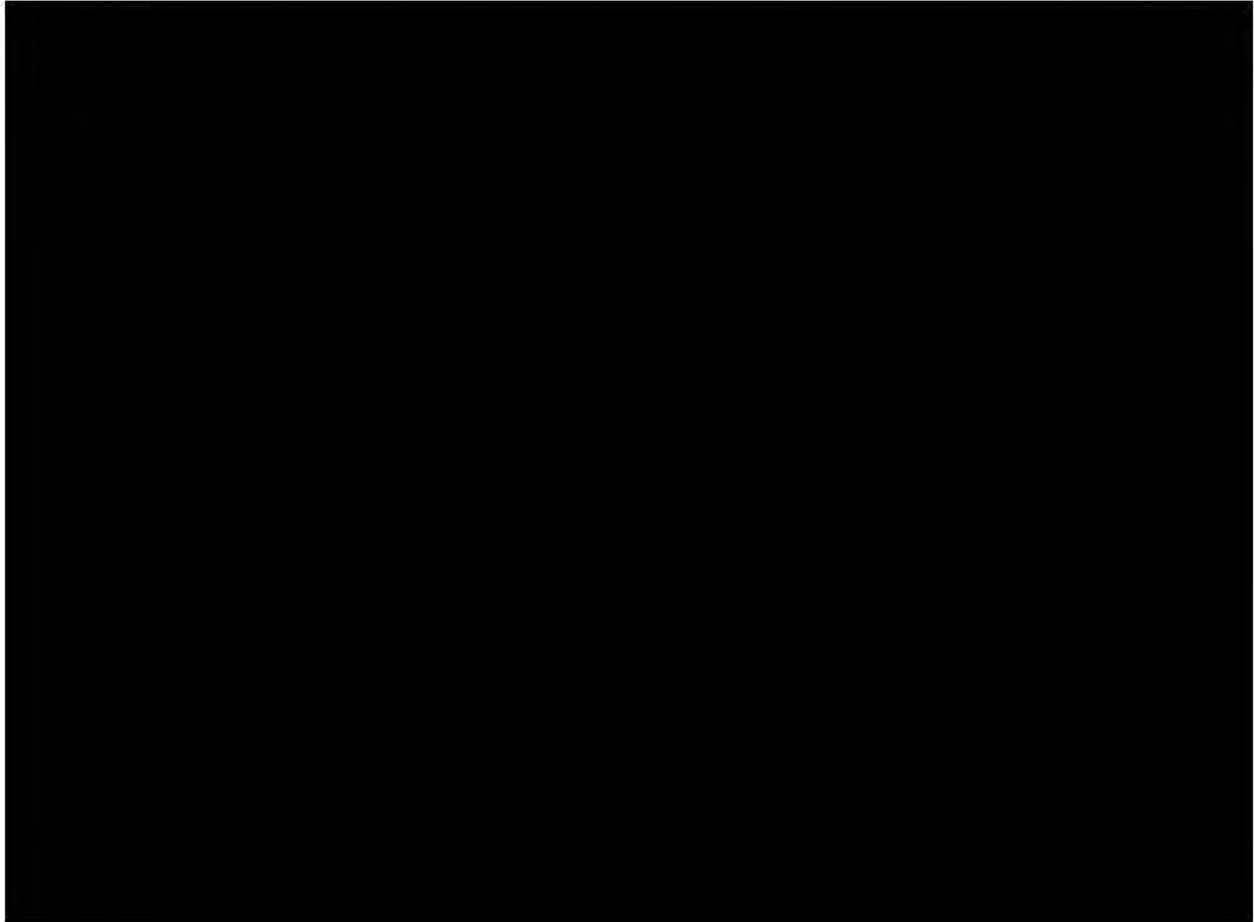
This team will ensure the learning objectives of the training plan are transmitted and adhered to. The training and development team will also develop assessment protocols to ensure high level performance and productivity with regard to quality control and compliance measurements.

3.4.2.7 IT Support

NMA will provide knowledgeable IT professionals who can fully support the EPP team in designing, development and maintaining program systems and IT tools.

3.4.3 Staffing Chart

The organizational chart below reflects the structure of the NMA-DCA team during the proposed project.



3.5 Price Quotation

Pricing contained herein assumes a fixed price contract, paid in equal monthly installments. The quotation is also firm for a period of ninety (90) days to accommodate the DCA's evaluation and award processes.

3.5.1 Detailed Budget & Fixed Fee Proposal

Task: Eligibility Determinations				
Resource	QTY	Hours	Rate	Cost
Project Director		4080		
Manager		4080		
Eligibility Supervisor		28560		
Eligibility Specialist		269280		
Assistant Program Manager		4080		
Quality Control Supervisor		4080		
Quality Control		32640		
Fraud Investigator		4080		
Financial Controller		4080		
Financial Analyst		4080		
Data Analyst		4080		
Programmer		4080		
Podio Consultant		4080		
IT Tech		4080		
IT CSR		16320		
Outreach		4080		
Trainer		4080		
Knowledgebase Administrator		4080		
Total Task: Eligibility Determinations				\$25,500,000.00

Task: Call Center				
Resource	QTY	Hours	Rate	Cost
Call Center Manager		4080		
Call Center Supervisor		12240		
Call Service Specialist		102000		
Total Task: Call Center				\$4,549,200.00

3.5.2 Proposal for Billing Schedule

Resource	Rate
Project Director	
Manager	
Eligibility Supervisor	
Eligibility Specialist	
Assistant Program Manager	
Quality Control Supervisor	
Quality Control	
Fraud Investigator	
Financial Controller	
Financial Analyst	
Data Analyst	
Programmer	
Podio Consultant	
IT Tech	
IT CSR	
Outreach	
Trainer	
Knowledgebase Administrator	
Call Center Manager	
Call Center Supervisor	
Customer Service Specialist	

4. RESUMES OF KEY TEAM MEMBERS

Included within this section are full resumes of NMA's proposed key personnel, including:

- John McKay
- Steven Rosario
- Catherine Ures
- Sarah Quinn
- Mike Petro
- Nathan Paufve
- Robin Dix
- Odesa Julien
- Chad Coalier
- Sammy Rosario
- Daniela Núñez
- Dave Sagers
- Julie Hartlé
- Jose Cotto
- Jacqueline Stout
- Stephanie Rosario
- Christina Quinones
- Jason Walker
- Anaita Kasad
- Gaurav Menon
- Rob Reid
- Raquel Malmberg
- Angela Wu
- Jared Booth



John McKay

Project Role: Executive Sponsor

EXPERTISE

- ☑ Information Technology
- ☑ Executive Management
- ☑ Technology Solutions
- ☑ Strategic Planning
- ☑ Program Assessments
- ☑ Performance Management

EDUCATION

DePaul University | Chicago, IL
Master of Science, Computer Science

San Diego State University | San Diego, CA
Master of Arts, Information Systems

San Diego State University | San Diego, CA
Bachelor of Arts, History

CERTIFICATIONS

HCV Executive Management

CA Council for Excellence – Board Member

Microsoft Business Solutions

Developer IEEE Computer Society Member

PROFILE

Mr. John McKay has been with Nan McKay & Associates (NMA) since 1998, and has served as the chief executive officer since 2007. Under his leadership, NMA has grown to be known as the gold standard for professional services in the affordable housing industry. Mr. McKay has provided executive oversight for large housing programs for more than twenty (20) years. His experience includes overseeing more than \$1B of Housing Choice Voucher (HCV) program subsidy annually:

- Chicago Housing Authority - \$350M+ annual subsidy;
- Miami-Dade County: Public Housing and Community Development - \$130M+ annual subsidy; and
- State of Kentucky Housing Corporation - \$30M+ annual subsidy.

After Hurricane Katrina, Mr. McKay was part of the team that worked in Houston and New Orleans, helping create the first Disaster Housing Assistance Program (DHAP) and ran the program for two (2) years in both cities. Mr. McKay helped setup the City of Joplin's Homebuyer Assistance Program (JHAP) office in 2014 and helped with operations through 2018.

In 2013, Mr. McKay started an inspections division of NMA known as NMA Inspections, LLC. (NMAI). NMAI specializes in HQS, UPCS, and Residential Rental Inspection Programs (RRIP) for housing authorities, cities, and municipalities. The NMAI team has completed over 1.5M inspections, including more than 250,000 annually for 50+ clients nationwide.

Mr. McKay brings his knowledge of housing regulations and industry best practices into his role as project executive on many of NMA's contracts with large clients and HUD.

EXPERIENCE

Chief Executive Officer

Nan McKay & Associates, Inc., El Cajon, CA | 1998 to Present

- Leads all internal and external company operations for over 600 employees and six corporate offices
- Trusted advisor to Federal, State, Local governments throughout the country
- Works directly with key clients on engagements, including disaster recovery, program management, organizational consulting, and strategic technology consulting.

Project: State of South Carolina

Provided professional grant management services to the State of South Carolina for oversight and compliance of federal funds received in response to COVID-19 through the CARES Act:

- Developed strategy for State of South Carolina's response using a current state assessment and prioritization based on funding.
- Assisted in the development of the SC CARES Program and the State's Non-Profit and Small Business Assistance Programs.

CERTIFICATIONS (CONTINUED)

Performance Management Institute

Member American Society for
Training & Development National
Contract Management Association

CONTACT INFORMATION

- Established policies, procedures, and documentation for the end-to-end grants management process.
- Developed reporting and documentation processes in accordance with federal funding requirements.
- Managed a team responsible for developing the program guidelines, standard operating procedures, templates, and forms required for the SC CARES Program and Non-Profit and Small Business Assistance Programs.
- Provided oversight to the intake team and provided assistance in the review, approval, or denial of all subrecipient and beneficiary funding requests.
- Provided as-needed technical assistance and training to the State on federal regulatory compliance.
- **CONTACT:** To be provided upon request.

Project: State of South Dakota

Provided professional grant management services to the State of South Carolina for oversight and compliance of federal funds received in response to COVID-19 through the CARES Act:

- Established policies, procedures, and documentation for the end-to-end grants management process.
- Provided strategic planning and program development, program administration, and developed recordkeeping and reporting procedures.
- Conducted intake, review, and approval or denial of all subrecipient funding requests.
- Developed a comprehensive compliance monitoring program and provided oversight over all compliance monitoring activities.
- Identified funding and eligibility requirements of federal funding available in response to COVID-19 and developed strategy for State of South Dakota's response using a current state assessment and prioritization based on funding.
- Provided as-needed technical assistance and training on federal regulatory compliance.
- **CONTACT:** To be provided upon request.

Project: Harris County, Texas

Provided program strategy, planning, and execution for the monitoring and compliance of Harris County COVID-19 CRF programs:

- Provided legislative analyses, technical assistance, and program development.
- Provided research and recommendations on effective non-profit partners to act as program administrators for the County's various COVID related recovery programs.
- Established compliance and monitoring structures for both the Small Business Relief Program and the Rental Assistance Program, which included developing compliance and monitoring checklists, testing checklists, and monitoring reporting dashboards for review of the Small Business Relief Program.

Project: City of Miami, Florida ERAP | 2014 to 2024

NMA manages over 15,000 HCV contracts for Miami-Dade County Public Housing & Community Development (PHCD), including 193 homeownership vouchers and 180 families participating in the FSS program. We earned SEMAP High Performer status for three (3) consecutive years with no single file audit findings. We increased utilization to

over 99%, overall file accuracy to over 90%, customer satisfaction to over 90%, and owner participation in the program by over 30%. NMA utilizes the Emphasys Elite software system in the day-to-day administration of the PHCD's HCV program. NMA also provided experienced resources to review and determine eligibility for over 8,000 families who applied under Miami-Dade's Emergency Rental Assistance Program (ERAP). In addition, NMA provides full-service call center support for the PHCD's HCV and ERAP programs.

Project: State of New Jersey ERAP | November 2020 to Present NMA has assisted the New Jersey Department of Community Affairs (DCA) with the design, operation, and implementation of their recent COVID Emergency Rental Assistance Program (CVERAP). NMA provided a full lifecycle technology solution that leveraged our proprietary processing system, which is an application hosted on the secure Azure platform and powered by Podio's CRM system, stored with Amazon Web Services and backed up in separate AWS datacenter, guaranteeing continuity and ironclad security. The seamless applications process allowed for the distribution of over \$90 million in CVERAP assistance to New Jersey residents. In addition to providing ongoing programmatic design and technical assistance, the NMA team provided and oversaw:

- Program management and staffing, which included rapid surge staffing of approximately 300 resources
- Programmatic quality control and quality assurance
- Case management, intake, and eligibility activities
- Ongoing technical assistance related to the CARES Act and COVID funding
- Establishment, staffing, and operation of a full-service call center.

Project: State of Massachusetts ERAP | October 2020 to Present

The State of Massachusetts Department of Housing and Community Development (DHCD) engaged Accenture to evaluate the causes of a large backlog in application processing for the Residential Assistance for Families in Transition (RAFT) program that would enable families to pay their rent and utilities while experiencing a hardship. We provided management and operations support to the largest Regional Administrative Authority (RAA) processing RAFT applications: Metro Housing Boston (MHB), among others, to help eliminate the backlog and prevent it from recurring. We also evaluated several other RAAs that had started reporting significant backlogs as well and provided operational support and process improvement to increase efficiencies. In addition, we provided the overall PMO for the Eviction Diversion Initiative, process redesign, and embedded operational/implementation support with select RAAs. Furthermore, we partnered with Nan McKay & Associates to provide operational surge capability for processing of backlog applications in order to get assistance to families in a timely and efficient manner.

Project: City of Tulsa ERAP | August 2020 to Present

NMA has assisted the Tulsa Housing Authority (THA) with the design, operation, and implementation of their recent COVID Emergency Rental Assistance Program (ERAP). NMA worked closely with the City of Tulsa, the THA, and a local nonprofit, Restore Hope. Together, we assisted in the distribution of approximately \$40 million in rental assistance to residents. NMA provided for all program management, case management, intake and

eligibility, quality control and quality assurance, and financial oversight for ERAP. Additionally, NMA provided for ongoing technical assistance related to the CARES Act and COVID funding. NMA deployed a full lifecycle technology solution that leverages our proprietary processing system, which is an application hosted on the secure Azure platform and powered by Podio's CRM system, stored with Amazon Web Services and backed up in separate AWS datacenter, guaranteeing continuity and ironclad security. Our team also ran a full-service call center to support and promote the ERAP program.

Project: Harris County, Texas | Role: Executive Sponsor | Present

NMA, in support of the Guidehouse team, is assisting Harris County with programming related to Harris County's COVID-19 Relief funding and related grants. In addition to legislative analyses, technical assistance, and program development, NMA has assisted with the identification of non-profit partners to act as program administrators, for various COVID related recovery programs. NMA has established compliance and monitoring structures for both the Small Business Relief Program, and the Rental Assistance Program.

Project: Harris County, TX CDBG-DR Grants Management | Role: Executive Sponsor | November 2017 to Present

- NMA has worked with Harris County to receive a direct carve out for Harris County of \$1,115,386,829.00 in CDBG-DR funds. The NMA lead the development of a supplemental action plan to outline Harris County's integrated recovery efforts.
- The NMA team has assisted in the development of resiliency programming for infrastructure, housing, and economic development for Harris County. NMA helped conceptualize the program designs for seven housing recovery programs. These programs range from a buyout program to rehabilitation to new housing development.
- To target programming to the local needs of Harris County, NMA provided a variety of program models for consideration, conducted community outreach to gather local input, and provided research to evaluate the appropriate target areas and amounts of assistance for each program.
- When the local program needs were not in line with the State's program guidelines, NMA helped successfully request waivers to the State of Texas' program guidelines. NMA worked hand in hand with Harris County's Community Services Department to develop a multi-faceted community outreach plan to target those communities most at-risk from the disaster, and reaching the most vulnerable populations.
- NMA has created policies, processes, and forms to be compliant with the regulations at 24 C.F.R. 570 and 2 C.F.R. 200. The team also created County-specific trainings for procurement, MWBE, Section 3, and Davis-Bacon and Related Acts training to County Purchasing Office staff, program department staff, and County subrecipients and contractors.

Project: Chicago Housing Authority | Role: Executive Program Director | 2010 to Present

- Mr. McKay serves as the executive program director, overseeing:
 - Program management of 47,000+ HCV, PBV, and Mod Rehab vouchers;
 - 300 employees in three (3) offices throughout Chicagoland;
 - Administration of HCV waiting list of approximately 37,000 households for tenant-based, project-based, and special programs;
 - Management of special programs, including VASH, FSS, FUP, Mobility, Mainstream, Public Housing Relocation, and NED;
 - Inspection process for 100,000+ inspections annually; and
 - Administration of customer service center, with 40+ full-time representatives that handle approximately 40,000 calls monthly.

Project: Miami-Dade County: PHCD | Role: Executive Program Director | 2014 to Present

- Mr. McKay serves as the executive program director, overseeing:
 - Program management of 15,000+ HCV;
 - 100+ full-time employees in two (2) offices within Miami-Dade County;
 - Administration of HCV waiting list of 10,000+ families for tenant-based, project-based, and special programs;
 - Management of special programs, including VASH, FUP, Mainstream, Public Housing Relocation, and NED; and
 - Administration of customer service center, with 15+ full-time representatives that handle approximately 30,000 calls monthly.
 - In October 2018, Mr. McKay facilitated an additional \$30M per year in disaster funding after Hurricane Irma on behalf of Miami-Dade County

Project: City of Joplin CDBG-DR Grant Administration | Role: Executive Program Director | 2014 to Present

- Mr. McKay served as the executive program director, overseeing the program management of the City of Joplin's CDBG-DR JHAP program. Mr. McKay led the transition of the program from the former contractor to NMA, where he hired staff, created the new processes and procedures, and implemented new technology, while ensuring no downtime in client communication and increasing customer service. NMA has helped hundreds of families find and purchase new homes located within the tornado disaster area.

Project: HUD Asset Management Training & TA | Role: CEO | 2009 to 2010

- Mr. McKay was an integral part in this contract with HUD that helped PHAs transition to an asset management operational model. NMA's work consisted of three tasks: developing game-based e-learning courses, providing training summits across the country, and providing onsite technical assistance to agencies. HUD issued formal recognition to NMA for the high quality of program development and delivery.

- **CONTACT:** To be provided upon request.

Project: Disaster Housing Assistance Program | Role: Director | 2008 to 2009

- Mr. McKay was the project director in this significant project to create and run the DHAP national model in the wake of the Katrina disaster. Mr. McKay oversaw the staff who developed the processes and protocols for issuing DHAP vouchers. NMA staff helped analyze requirements, develop local guidance, policies, forms, videos, publications, and resource material to operate the program. NMA set up the organizational structure for processing large batches of families quickly and working with the landlords to gain and continue support for the program.
- **CONTACT:** To be provided upon request.

Project: HUD, RHIP Initiative | Role: Director | 2002 to 2005

- Mr. McKay was the project director for HUD on the RHIP initiative, which spanned Public Housing, HCV, and Multifamily programs. Mr. McKay worked with HUD to create the tools and techniques PHAs could use to improve the integrity of proper rent calculations. Mr. McKay was also the director and a trainer for the two national conferences held in Florida and California that were attended by over 5,000 HUD and PHA staff. Mr. McKay continued to provide direct services to the Department of PIH and the Department of Multifamily through 2005. NMA was recognized by HUD for exemplary work performance.
- **CONTACT:** To be provided upon request.

Project: HUD, TARC | Role: Director | 2000 to 2002

- NMA partnered with KPMG and Mr. McKay was the project director on this project to provide assistance to troubled Housing Authorities across the nation. Mr. McKay was the driving force in turning around medium to large public housing programs to improve their PHAS scores. Housing authorities Mr. McKay worked directly with include the San Francisco Housing Authority, Philadelphia Housing Authority, Texarkana Housing Authority, and Prince George Housing Authority. NMA was recognized by HUD for outstanding job performance.
- **CONTACT:** To be provided upon request.



Steven Rosario

Senior Director of Program Management

EXPERTISE

- ☑ HCV Administration
- ☑ Program Audits
- ☑ MTW Initiatives
- ☑ Program Regulations
- ☑ Transforming Operations
- ☑ Team Building

EDUCATION

University of Phoenix | Phoenix, AZ

Studies: Business Administration

CERTIFICATIONS

HCV Executive Management

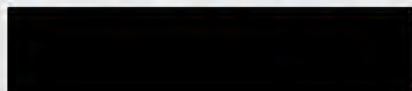
HCV Financial Accounting and Reporting

HCV Program Management

HCV Financial Management

Management Skills for Managers

CONTACT INFORMATION



PROFILE

Steven currently serves as a senior director for NMA. In this capacity, Steven is responsible for the day-to-day operations of the Miami-Dade Housing Choice Voucher Program. Prior to this, Steven served as the director of some of the largest programs in the country and spent over 15 years consulting with public housing authorities (PHAs) focusing on operational improvement initiatives. He has extensive experience in program and project designs and has earned his reputation for getting HCV programs into High Performing status. Steven is a high energy, fiscally conscious, and goal-driven leader that approaches each new challenge with his intrinsic flair for innovation, creative problem solving, and measured risk-taking to drive positive change in the programs he is entrusted with.

EXPERIENCE

Senior Director, Program Management

Nan McKay and Associates, Miami, FL | 2019 to Present

- Oversee the day-to-day operations of the Miami-Dade HCV Program.
- Plan, direct, coordinate activities related to the Miami-Dade HCV Program ensuring compliance with HUD regulations and applicable County Ordinances.
- Oversee staff of 120 and its related supervisory functions.
- Administer and enforce housing assistance contracts with owners, brokers, and management agents.
- Manage the administrative and subsidy budgets of over \$150m.
- Prepare and respond to disaster recovery efforts.

Project: State of South Carolina

Provided professional grant management services to the State of South Carolina for oversight and compliance of federal funds received in response to COVID-19 through the CARES Act:

- Developed strategy for State of South Carolina's response using a current state assessment and prioritization based on funding.
- Assisted in the development of the SC CARES Program and the State's Non-Profit and Small Business Assistance Programs.
- Established policies, procedures, and documentation for the end-to-end grants management process.
- Developed reporting and documentation processes in accordance with federal funding requirements.
- Managed a team responsible for developing the program guidelines, standard operating procedures, templates, and forms required for the SC CARES Program and Non-Profit and Small Business Assistance Programs.
- Provided oversight to the intake team and provided assistance in the review, approval, or denial of all subrecipient and beneficiary funding requests.
- Provided as-needed technical assistance and training to the State on federal regulatory compliance.
- **CONTACT:** To be provided upon request.

Project: State of South Dakota

Provided professional grant management services to the State of South Carolina for oversight and compliance of federal funds received in response to COVID-19 through the CARES Act:

- Established policies, procedures, and documentation for the end-to-end grants management process.
- Provided strategic planning and program development, program administration, and developed recordkeeping and reporting procedures.
- Conducted intake, review, and approval or denial of all subrecipient funding requests.
- Developed a comprehensive compliance monitoring program and provided oversight over all compliance monitoring activities.
- Identified funding and eligibility requirements of federal funding available in response to COVID-19 and developed strategy for State of South Dakota's response using a current state assessment and prioritization based on funding.
- Provided as-needed technical assistance and training on federal regulatory compliance.
- **CONTACT:** To be provided upon request.

Project: City of Miami, Florida ERAP | 2014 to 2024

NMA manages over 15,000 HCV contracts for Miami-Dade County Public Housing & Community Development (PHCD), including 193 homeownership vouchers and 180 families participating in the FSS program. We earned SEMAP High Performer status for three (3) consecutive years with no single file audit findings. We increased utilization to over 99%, overall file accuracy to over 90%, customer satisfaction to over 90%, and owner participation in the program by over 30%. NMA utilizes the Emphasys Elite software system in the day-to-day administration of the PHCD's HCV program. NMA also provided experienced resources to review and determine eligibility for over 8,000 families who applied under Miami-Dade's Emergency Rental Assistance Program (ERAP). In addition, NMA provides full-service call center support for the PHCD's HCV and ERAP programs.



Project: State of New Jersey ERAP | November 2020 to Present NMA has assisted the New Jersey Department of Community Affairs (DCA) with the design, operation, and implementation of their recent COVID Emergency Rental Assistance Program (CVERAP). NMA provided a full lifecycle technology solution that leveraged our proprietary processing system, which is an application hosted on the secure Azure platform and powered by Podio's CRM system, stored with Amazon Web Services and backed up in separate AWS datacenter, guaranteeing continuity and ironclad security. The seamless applications process allowed for the distribution of over \$90 million in CVERAP assistance to New Jersey residents. In addition to providing ongoing programmatic design and technical assistance, the NMA team provided and oversaw:

- Program management and staffing, which included rapid surge staffing of approximately 300 resources
- Programmatic quality control and quality assurance
- Case management, intake, and eligibility activities
- Ongoing technical assistance related to the CARES Act and COVID funding
- Establishment, staffing, and operation of a full-service call center.



Project: State of Massachusetts ERAP | October 2020 to Present

The State of Massachusetts Department of Housing and Community Development (DHCD) engaged Accenture to evaluate the causes of a large backlog in application processing for the Residential Assistance for Families in Transition (RAFT) program that would enable families to pay their rent and utilities while experiencing a hardship. We provided management and operations support to the largest Regional Administrative Authority (RAA) processing RAFT applications: Metro Housing Boston (MHB), among others, to help eliminate the backlog and prevent it from recurring. We also evaluated several other RAAs that had started reporting significant backlogs as well and provided operational support and process improvement to increase efficiencies. In addition, we provided the overall PMO for the Eviction Diversion Initiative, process redesign, and embedded operational/implementation support with select RAAs. Furthermore, we partnered with Nan McKay & Associates to provide operational surge capability for processing of backlog applications in order to get assistance to families in a timely and efficient manner.

Project: City of Tulsa ERAP | August 2020 to Present

NMA has assisted the Tulsa Housing Authority (THA) with the design, operation, and implementation of their recent COVID Emergency Rental Assistance Program (ERAP). NMA worked closely with the City of Tulsa, the THA, and a local nonprofit, Restore Hope. Together, we assisted in the distribution of approximately \$40 million in rental assistance to residents. NMA provided for all program management, case management, intake and eligibility, quality control and quality assurance, and financial oversight for ERAP. Additionally, NMA provided for ongoing technical assistance related to the CARES Act and COVID funding. NMA deployed a full lifecycle technology solution that leverages our proprietary processing system, which is an application hosted on the secure Azure platform and powered by Podio's CRM system, stored with Amazon Web Services and backed up in separate AWS datacenter, guaranteeing continuity and ironclad security. Our team also ran a full-service call center to support and promote the ERAP program.

Director, Program Management

Nan McKay and Associates, Miami, FL | 2015 to 2019

- Oversee the day-to-day operations of the Miami-Dade Housing Choice Voucher (HCV) Program.
- Plan, direct, coordinate activities related to the Miami-Dade HCV Program ensuring compliance with HUD regulations and applicable County Ordinances.
- Oversee staff of 120 and its related supervisory functions.
- Administer and enforce housing assistance contracts with owners, brokers, and management agents.
- Ensure compliance with the Section Eight Management Assessment Program (SEMAP).
- Achieved SEMAP High Performer for 4 consecutive years

Director, Leased Housing

San Francisco Housing Authority, San Francisco, CA | 2014 to 2015

- Plan, direct, coordinate activities related to the Housing Choice Voucher and Moderate Rehabilitation Programs, ensuring compliance with HUD regulations and applicable City and County of San Francisco ordinances.
- Administer the Annual Contributions Contract between SFHA and HUD.
- Respond and enforce the HCV components of the Public Housing Agency Recovery and Sustainability (PHARS) Agreement.
- Administer the Project-Based Section 8 Housing Assistance Payments (HAP) Contracts for properties and units in its portfolio, including RAD conversion properties.
- Administer and enforce housing assistance contracts with owners, brokers, and management agents.

Sr. Housing Consultant

Puerto Rico Department of Housing, San Juan, PR | 2011 to 2014

- Provide expert advice and technical assistance to the Secretary of Housing and regional directors of the Authority who oversee the administration of over 9,000 Vouchers and over 55,000 Public Housing Units.
- Provide expert and specialized negotiations with other PHAs, the local HUD PIH office, HUD NJ Office of Fair Housing, HUD headquarters, and other governmental agencies.

Program Director

Chicago Housing Authority, Chicago, IL | 2010 to 2011

- Directed the administration of 38,000 vouchers and 17,000 property owners along with a waiting list with 40,000 applicants.
- Coordinated and facilitated communication with the Illinois Department of Children and Family Services, the Coalition to End Homelessness, and the VA Hospital.
- Directed and managed an annual operating budget of over \$331,000,000.00.
- Negotiated performance-based managing contracts of over \$52,000,000.00.
- Amended Administrative Plan and implemented first-of-a-kind Moving-To-Work (MTW) initiatives.

Sr. Housing Consultant

Nan McKay & Associates, Inc, El Cajon, CA | 2008 to 2009

- Sr. Project Manager on contract with Los Angeles to provide Annual Re-Examination Services through a remote mail operation.
- Project Director for Harris County responsible for the transition of over 5,000 DHAP families from the DHAP Program to the HCV Program in 3 months.
- Deputy Project Manager responsible for the financial planning, organization, and implementation of a HUD contract to provide Financial Services to the Miami-Dade Housing Agency.
- Project Manager responsible to provide utilization and lease-up services to the Puerto Rico Department of Housing.

Project Manager

Atlanta Housing Authority, Atlanta, GA | 2007 to 2008

- Responsible for over 2,000 families processed for eligibility and vouchers issued under AHA's MTW Quality of Life Initiative.

- Analyzed operational reports, identified areas of improvement; developed corrective action plans.
- Represented the Housing Choice Department as an expert witness, reviewed assigned cases and actions taken by Housing Choice, determined if HCV staff actions were appropriate, adjusted and/or corrections as appropriate.



Catherine J. Ures
Program Director

EXPERTISE

- ☑ Grant Administration
- ☑ Project Management
Strategic Planning
- ☑ Planning Assessments &
Initiatives
- ☑ Disaster Recovery and
Resilience

EDUCATION

University of Southern California
*Master of Public Administration
(MPA), 2008*

University of Southern California
*Bachelor of Arts, Urban Planning &
Community Development, 2000*

CERTIFICATIONS

Secret Clearance

Certified Scrum Master

CONTACT INFORMATION



PROFILE

Ms. Catherine Ures is the Vice President of Professional Services for Nan McKay and Associates, with over 18 years of professional experience in community redevelopment, recovery, and strategic planning. Catherine has the unique qualifications of having worked in a management capacity in both the public and private sectors. Catherine's public service encompasses over a decade in California municipal government, in both the affordable housing and redevelopment fields. Her time in the private sector has focused on: serving federal, state and local entities with strategic planning, urban design, grants management, disaster recovery, HUD program management, FEMA program management, federal procurement, monitoring & compliance, and training.

EXPERIENCE

Vice President Professional Services

Nan McKay & Associates, Inc., El Cajon, CA | 2018 to Present

- Manages all disaster recovery engagements, and related program creation for active contracts throughout the U.S and Puerto Rico.
- Provides technical expertise and management solutions to federal, state, and local arms of government throughout the country.
- Manages all consulting and training engagements for NMA, spanning across 99% of PHA's and over 300 cities throughout the country.
- **Past Positions:**
- Director of Consulting | Nan McKay & Associates, Inc. | 2016 to 2018
- Senior Consultant | Nan McKay & Associates, Inc. | 2015 to 2015
- President | Juliette Allen Solutions, Inc. | 2014 to 2016
- Senior Consultant | Deloitte & Touche, LLP | 2012 to 2014
- Senior Management Analyst | City of Palm Desert Redevelopment Agency | 2001 to 2012

Project: State of South Carolina

Provided professional grant management services to the State of South Carolina for oversight and compliance of federal funds received in response to COVID-19 through the CARES Act:

- Developed strategy for State of South Carolina's response using a current state assessment and prioritization based on funding.
- Assisted in the development of the SC CARES Program and the State's Non-Profit and Small Business Assistance Programs.
- Established policies, procedures, and documentation for the end-to-end grants management process.
- Developed reporting and documentation processes in accordance with federal funding requirements.
- Managed a team responsible for developing the program guidelines, standard operating procedures, templates, and forms required for the SC CARES Program and Non-Profit and Small Business Assistance Programs.
- Provided oversight to the intake team and provided assistance in the review, approval, or denial of all subrecipient and beneficiary funding requests.

- Provided as-needed technical assistance and training to the State on federal regulatory compliance.
- **CONTACT:** To be provided upon request.

Project: *State of South Dakota*

Provided professional grant management services to the State of South Carolina for oversight and compliance of federal funds received in response to COVID-19 through the CARES Act:

- Established policies, procedures, and documentation for the end-to-end grants management process.
- Provided strategic planning and program development, program administration, and developed recordkeeping and reporting procedures.
- Conducted intake, review, and approval or denial of all subrecipient funding requests.
- Developed a comprehensive compliance monitoring program and provided oversight over all compliance monitoring activities.
- Identified funding and eligibility requirements of federal funding available in response to COVID-19 and developed strategy for State of South Dakota's response using a current state assessment and prioritization based on funding.
- Provided as-needed technical assistance and training on federal regulatory compliance.
- **CONTACT:** To be provided upon request.

Project: *Harris County, Texas*

Provided program strategy, planning, and execution for the monitoring and compliance of Harris County COVID-19 CRF programs:

- Provided legislative analyses, technical assistance, and program development.
- Provided research and recommendations on effective non-profit partners to act as program administrators for the County's various COVID related recovery programs.
- Established compliance and monitoring structures for both the Small Business Relief Program and the Rental Assistance Program, which included developing compliance and monitoring checklists, testing checklists, and monitoring reporting dashboards for review of the Small Business Relief Program.
- **CONTACT:** To be provided upon request.

Project: *State of New Jersey ERAP | November 2020 to Present* NMA has assisted the New Jersey Department of Community Affairs (DCA) with the design, operation, and implementation of their recent COVID Emergency Rental Assistance Program (CVERAP). NMA provided a full lifecycle technology solution that leveraged our proprietary processing system, which is an application hosted on the secure Azure platform and powered by Podio's CRM system, stored with Amazon Web Services and backed up in separate AWS datacenter, guaranteeing continuity and ironclad security. The seamless applications process allowed for the distribution of over \$90 million in CVERAP assistance to New Jersey residents. In addition to providing ongoing programmatic design and technical assistance, the NMA team provided and oversaw:

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- Case management, intake, and eligibility activities
- Ongoing technical assistance related to the CARES Act and COVID funding
- Establishment, staffing, and operation of a full-service call center.

[REDACTED]

Project: State of Massachusetts ERAP | October 2020 to Present

The State of Massachusetts Department of Housing and Community Development (DHCD) engaged Accenture to evaluate the causes of a large backlog in application processing for the Residential Assistance for Families in Transition (RAFT) program that would enable families to pay their rent and utilities while experiencing a hardship. We provided management and operations support to the largest Regional Administrative Authority (RAA) processing RAFT applications: Metro Housing Boston (MHB), among others, to help eliminate the backlog and prevent it from recurring. We also evaluated several other RAAs that had started reporting significant backlogs as well and provided operational support and process improvement to increase efficiencies. In addition, we provided the overall PMO for the Eviction Diversion Initiative, process redesign, and embedded operational/implementation support with select RAAs. Furthermore, we partnered with Nan McKay & Associates to provide operational surge capability for processing of backlog applications in order to get assistance to families in a timely and efficient manner.

[REDACTED]

Project: City of Tulsa ERAP | August 2020 to Present

NMA has assisted the Tulsa Housing Authority (THA) with the design, operation, and implementation of their recent COVID Emergency Rental Assistance Program (ERAP). NMA worked closely with the City of Tulsa, the THA, and a local nonprofit, Restore Hope. Together, we assisted in the distribution of approximately \$40 million in rental assistance to residents. NMA provided for all program management, case management, intake and eligibility, quality control and quality assurance, and financial oversight for ERAP. Additionally, NMA provided for ongoing technical assistance related to the CARES Act and COVID funding. NMA deployed a full lifecycle technology solution that leverages our proprietary processing system, which is an application hosted on the secure Azure platform and powered by Podio's CRM system, stored with Amazon Web Services and backed up in separate AWS datacenter, guaranteeing continuity and ironclad security. Our team also ran a full-service call center to support and promote the ERAP program.

[REDACTED]

Project: Harris County, Texas | Role: Program Director | Present

- NMA, in support of the Guidehouse team, is assisting Harris County with programming related to Harris County's COVID-19 Relief funding and related grants. In addition to legislative analyses, technical assistance, and program development, NMA has assisted with the identification of non-profit partners to act as program administrators, for various COVID related recovery programs. NMA has established compliance and monitoring structures for both the Small Business Relief Program, and the Rental Assistance Program.
- [REDACTED]

Project: Grant Assessment, Strategy Formulation and Maximization of CARES Act funding for State of South Carolina | Role: Subject Matter Expert | June 2020 to Present

- Identify funding and eligibility requirements of federal funding available in response to COVID-19 and develop strategy for State of South Carolina's response using a current state assessment and prioritization based on funding.
- Establish the policies, procedures, and documentation for the end-to end grants management process.
- Provide as-needed technical assistance and training on federal regulatory compliance.

Project: Harris County, Texas | Role: Program Director | November 2017 to Present

- NMA has worked with Harris County to receive a direct carve out for Harris County of \$1,115,386,829.00 in CDBG-DR funds. Catherine lead the development of a supplemental action plan to outline Harris County's integrated recovery efforts. Catherine's team has assisted in the development of resiliency programming for infrastructure, housing, and economic development for Harris County. Specifically, her team helped conceptualize the program designs for seven housing recovery programs. These programs range from a buyout program to rehabilitation to new housing development. To target programming to the local needs of Harris County, NMA provided a variety of program models for consideration, conducted community outreach to gather local input, and provided research to evaluate the appropriate target areas and amounts of assistance for each program. When the local program needs were not in line with the State's program guidelines, NMA helped successfully request waivers to the State of Texas' program guidelines. NMA worked hand in hand with Harris County's Community Services Department to develop a multi-faceted community outreach plan to target those communities most at-risk from the disaster, and reaching the most vulnerable populations. Catherine's team has created procurement policies, processes, and forms to be compliant with the regulations at 2 CFR 200. Her team also created County specific trainings for procurement, WMBE, Section 3, and Davis Bacon and Related Acts training to County Purchasing Office staff, program department staff, County subrecipients and contractors.

Project: City of Joplin | Role: Program Director | July 2017 to Present

- City of Joplin, Missouri, Catherine and her team were engaged to develop a robust monitoring and compliance program for all disaster related housing and infrastructure projects and programs. Catherine lead the team through frequent HUD audits, oversaw updates to the Joplin CDBG-DR Compliance Manual, and managed technical assistance and training staff who created and provided trainings to grantee and subrecipient staff/contractors.

Project: Santa Monica, CA - COVID | Role: Associate | May 2020 to Present

- Provided technical assistance and research for FEMA application submissions for the City of Santa Monica regarding COVID-19 and other federal grant funding sources.
- Provided guidance regarding potential COVID related community programming
- Conducted extensive review of policy and procedures to ensure compliance with federal requirements

Project: Health Care Districts, CA · COVID | Role: Associate | May 2020 to Present

- Provided technical assistance and research for health care systems through California regarding FEMA application submissions, and COVID-19 and federal funding resources
- Conducted extensive review of policy documents that were submitted to FEMA for grant consideration.

Project: San Francisco Housing Authority | Role: Program Director | July 2016 to Present

- Catherine's team has assisted with the planning, development, and strategic implementation of the Rental Assistance Demonstration program for the San Francisco Housing Authority. This project includes the repositioning, revitalization, and complete redevelopment of approximately a billion dollars of SFHA real estate, with the purpose of privatizing and renovating all effected properties.
- Catherine's team has overseen the relocation of about 2,700 households in two phases as SFHA converts its public housing portfolio to Project Based Vouchers. NMA developed the agency-wide Relocation Plan, with appendices for each of the 8 developer partners working with the City and SFHA to complete the rehabilitation needed at 29 separate developments. All forms, letters, and scripts for communication with residents were prepared by NMA, along with project schedules and an inventory map of available relocation resources.



Project: Commonwealth of PA | Role: Senior Consultant | July 2015 to September 2015

- Authored all subject-specific material for the KPMG Federal Grant Monitoring Tool, utilized to determine grant specific compliance. Grants included CDBG, HOME, and NSP.
- Authored CDBG, HOME, and NSP workbooks and presentations, for the purpose of educating KPMG staff and contractors on all three funding streams, providing practical application for use in compliance exercise.
- Provided subject matter expertise to KPMG on HOME, CDBG, and NSP programs, led project task teams in completing program monitoring reviews of grantee activities.
- Provided technical assistance to the KPMG project management office.
- **CONTACT:** To be provided upon request.

Deloitte & Touche, LLP, Arlington, Virginia | 2012 to 2014

- **Past Positions:**
- Senior Consultant | Deloitte & Touche, LLP | August 2012 to 2014

Project: City of Joplin, MO | Role: Project Manager | 2012 to 2014

- Deloitte was contracted by the City of Joplin to assist with the administration and regulatory compliance of a \$45 million Community Development Block Grant – Disaster Relief (CDBG-DR) grant award.
- Developed, structured, and facilitated the implementation of three successful Affordable Housing Programs which leveraged CDBG-DR funding: Homebuyer Down Payment Assistance Program, Housing Rehabilitation Program, and a

Rental Assistance Program. The Homebuyer Down Payment Assistance Program has been recognized as a model program by HUD.

- Developed program protocols and procedures for all associated housing and infrastructure projects utilizing the CDBG-DR grant. Interfacing with City staff, local interest groups and non-profits to identify housing need; guide and program for future housing development. Provide financial and contractual oversight for the all current projects outlined in the City of Joplin's CDBG Action Plan.

Project: International Diplomatic Organization | Role: Facility Lead Consultant | 2012 to 2013

- Deloitte developed an operational plan for the client's new headquarters (HQ), assisting in deciding the relevant mix of insourced vs. outsourced activities and capabilities.
- Led the effort to develop an organizational and operational blueprint for operations & maintenance, logistics, and sourcing activities – incorporating current industry standards and leading practices, while taking into account client-specific requirements and constraints.
- ✳ Managed the baseline and benchmarking efforts, data collection, evaluation
- ✳ and analysis for all components of the organizational and operational blueprint

Project: VA/DoD-iEHR/IPO | Role: Schedule Management Team | 2010 to 2013

- Deloitte assisted the Department of Defense and the Veterans Administration with the integration of their existing electronic health record systems.
- Managed three Integrated Project Schedules (IPS), and worked directly with clients to update project progress and produce analysis of key issues.
- Created tools, templates, and standard operating procedures to streamline the scheduling teams' responses to various required reporting documents. All functions were performed in an Agile work environment.

Project Manager

City of Palm Desert Redevelopment Agency, Palm Desert, CA | 2001 to 2011

- Created and brokered an innovative, long-term research agreement with the University of California, Irvine, California Institute for Telecommunications and Information Technology, leveraging a technology incubator studying the long-term social and material effects of energy usage and the viability of energy efficiency tools.
- Served as the Project Manager for several multimillion-dollar redevelopment projects including: the construction of master planned affordable housing developments, senior affordable housing, workforce housing, core commercial revitalization, civic centers, recreation and open space preservation, and environmentally sensitive urban landscape design.
- Successfully managed and negotiated a multi-million dollar core commercial revitalization project, with a seven year life span leveraging joint funding from both the Redevelopment Agency, private developers, and twenty-five business owners.





Sarah Quinn

Vice President of Operations

EXPERTISE

- ✔ Process Management
- ✔ Project Management
- ✔ Workflow Redesign
- ✔ Marketing
- ✔ Events Management
- ✔ Corporate Culture
- ✔ Call Center Management
- ✔ Inspections Administration

EDUCATION

University of California | San Diego, CA
Bachelor of Arts

CERTIFICATIONS

CAPE Examiner
CA Awards for Performance Excellence
CA Council for Excellence

CONTACT INFORMATION



PROFILE

Ms. Sarah Quinn has been with NMA since 2004. As vice president of operations, she oversees all internal operational functions, including marketing, event coordination, and desktop publishing. She is also responsible for several client management projects and works closely with the team at NMA Inspections (NMAI). In addition, she actively participates in all management-level strategy and planning meetings, carrying long-term strategies down to the department level by implementing the use of department scorecards and individual action plans. She has participated as an examiner for the California Council for Excellence, which helps California's private and public sector organizations achieve world-class results through the principles and criteria of the Malcolm Baldrige Award for Performance Excellence.

EXPERIENCE

Vice President of Operations

Nan McKay & Associates, Inc., El Cajon, CA | 2019 to Present

- Oversees internal operations and fulfillment activities for all training and products, including desktop publishing, events management, shipping, and process management.
- Responsible for oversight of all marketing activities including maintenance of website and shopping cart, email marketing initiatives, tradeshow coordination, and social media activities.
- Manages inspections call center, including oversight of inspections scheduling, processing, noticing, and customer call management.
- Oversees internal inspections operations, including new client transition and ongoing client management
- Lead for corporate customer service, culture, and management team building initiatives
- Corporate Baldrige Performance Excellence program lead.

Project: State of South Carolina | Human Resources

Provided professional grant management services to the State of South Carolina for oversight and compliance of federal funds received in response to COVID-19 through the CARES Act:

- Developed strategy for State of South Carolina's response using a current state assessment and prioritization based on funding.
- Assisted in the development of the SC CARES Program and the State's Non-Profit and Small Business Assistance Programs.
- Established policies, procedures, and documentation for the end-to-end grants management process.
- Developed reporting and documentation processes in accordance with federal funding requirements.
- Managed a team responsible for developing the program guidelines, standard operating procedures, templates, and forms required for the SC CARES Program and Non-Profit and Small Business Assistance Programs.
- Provided oversight to the intake team and provided assistance in the review, approval, or denial of all subrecipient and beneficiary funding requests.

- Provided as-needed technical assistance and training to the State on federal regulatory compliance.
- **CONTACT:** To be provided upon request.

Project: State of South Dakota | Role: Human Resources

Provided professional grant management services to the State of South Carolina for oversight and compliance of federal funds received in response to COVID-19 through the CARES Act:

- Established policies, procedures, and documentation for the end-to-end grants management process.
- Provided strategic planning and program development, program administration, and developed recordkeeping and reporting procedures.
- Conducted intake, review, and approval or denial of all subrecipient funding requests.
- Developed a comprehensive compliance monitoring program and provided oversight over all compliance monitoring activities.
- Identified funding and eligibility requirements of federal funding available in response to COVID-19 and developed strategy for State of South Dakota's response using a current state assessment and prioritization based on funding.
- Provided as-needed technical assistance and training on federal regulatory compliance.
- **CONTACT:** To be provided upon request.

Project: City of Miami, Florida ERAP | Role: Human Resources | 2014 to 2024

NMA manages over 15,000 HCV contracts for Miami-Dade County Public Housing & Community Development (PHCD), including 193 homeownership vouchers and 180 families participating in the FSS program. We earned SEMAP High Performer status for three (3) consecutive years with no single file audit findings. We increased utilization to over 99%, overall file accuracy to over 90%, customer satisfaction to over 90%, and owner participation in the program by over 30%. NMA utilizes the Emphasys Elite software system in the day-to-day administration of the PHCD's HCV program. NMA also provided experienced resources to review and determine eligibility for over 8,000 families who applied under Miami-Dade's Emergency Rental Assistance Program (ERAP). In addition, NMA provides full-service call center support for the PHCD's HCV and ERAP programs.



Project: State of New Jersey ERAP | Role: Human Resources | November 2020 to Present

NMA has assisted the New Jersey Department of Community Affairs (DCA) with the design, operation, and implementation of their recent COVID Emergency Rental Assistance Program (CVERAP). NMA provided a full lifecycle technology solution that leveraged our proprietary processing system, which is an application hosted on the secure Azure platform and powered by Podio's CRM system, stored with Amazon Web Services and backed up in separate AWS datacenter, guaranteeing continuity and ironclad security. The seamless applications process allowed for the distribution of over \$90 million in CVERAP assistance to New Jersey residents. In addition to providing ongoing programmatic design and technical assistance, the NMA team provided and oversaw:

- Program management and staffing, which included rapid surge staffing of approximately 300 resources
- Programmatic quality control and quality assurance
- Case management, intake, and eligibility activities
- Ongoing technical assistance related to the CARES Act and COVID funding

- Establishment, staffing, and operation of a full-service call center.

Project: State of Massachusetts ERAP | Role: Human Resources | October 2020 to Present

The State of Massachusetts Department of Housing and Community Development (DHCD) engaged Accenture to evaluate the causes of a large backlog in application processing for the Residential Assistance for Families in Transition (RAFT) program that would enable families to pay their rent and utilities while experiencing a hardship. We provided management and operations support to the largest Regional Administrative Authority (RAA) processing RAFT applications: Metro Housing Boston (MHB), among others, to help eliminate the backlog and prevent it from recurring. We also evaluated several other RAAs that had started reporting significant backlogs as well and provided operational support and process improvement to increase efficiencies. In addition, we provided the overall PMO for the Eviction Diversion Initiative, process redesign, and embedded operational/implementation support with select RAAs. Furthermore, we partnered with Nan McKay & Associates to provide operational surge capability for processing of backlog applications in order to get assistance to families in a timely and efficient manner.

Project: City of Tulsa ERAP | Role: Human Resources | August 2020 to Present

NMA has assisted the Tulsa Housing Authority (THA) with the design, operation, and implementation of their recent COVID Emergency Rental Assistance Program (ERAP). NMA worked closely with the City of Tulsa, the THA, and a local nonprofit, Restore Hope. Together, we assisted in the distribution of approximately \$40 million in rental assistance to residents. NMA provided for all program management, case management, intake and eligibility, quality control and quality assurance, and financial oversight for ERAP. Additionally, NMA provided for ongoing technical assistance related to the CARES Act and COVID funding. NMA deployed a full lifecycle technology solution that leverages our proprietary processing system, which is an application hosted on the secure Azure platform and powered by Podio's CRM system, stored with Amazon Web Services and backed up in separate AWS datacenter, guaranteeing continuity and ironclad security. Our team also ran a full-service call center to support and promote the ERAP program.

Director of Operations

Nan McKay & Associates, Inc., El Cajon, CA | May 2015 to 2018

- Oversaw internal operations and fulfillment activities for all training and products, including desktop publishing, events management, shipping, and process management.
- Responsible for oversight of all marketing activities including maintenance of website and shopping cart, email marketing initiatives, tradeshow coordination, and social media activities.

Operations Manager

Nan McKay & Associates, El Cajon, CA | October 2011 to April 2015

- Oversaw internal operations and fulfillment activities for all training and products, including desktop publishing, events management, shipping, and process management.
- Responsible for oversight of all marketing activities including maintenance of website and shopping cart, email marketing initiatives, tradeshow coordination, and social media activities.

Marketing & Events Manager

Nan McKay & Associates, El Cajon, CA | June 2008 to October 2011

- Responsible for oversight of all marketing activities including maintenance of website and shopping cart, email marketing initiatives, tradeshow coordination, and social media activities.
- Oversaw events management, including hotel contracting, trainer travel arrangements, and bill reconciliation.



Mike Petro

Vice President Finance

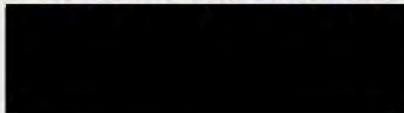
EXPERTISE

- ☑ Executive Management
- ☑ Financial Management
- ☑ Program Assessments
- ☑ Financial Reporting
- ☑ Regulation Development
- ☑ Asset Management

EDUCATION

Central Connecticut State University
Bachelor of Science, Accounting

CONTACT INFORMATION



PROFILE

Mr. Michael Petro joined NMA in January 2019 as the vice president of finance. Previously, he worked briefly for BDO when Casterline Associates, the firm he helped build and manage, combined with BDO's existing housing practice in March 2018. Michael has specialized in LIPH and HCV accounting since 1991. He started in the affordable housing industry in the accounting department for a Connecticut PHA. Since then, Michael has worked with over 150 PHAs, ranging from less than 100 to 40,000 units.

EXPERIENCE

Vice President, Finance

Nan McKay & Associates, Inc., El Cajon, CA | January 2019 to Present

- Manage and oversee NMA's day-to-day financial operations.
- Develop consulting, fee accounting, and training opportunities for NMA.
- Manage financial projects including the assignment of staff, guidance/training of staff, and communication with the clients.
- Identify future opportunities to grow the company.
- Conduct financial training seminars on HUD accounting and finance for HUD, PHA staff, and members of the company.
- Integral part of the executive team, which includes input into discussions on prospective clients, the direction the company will move, and assessment of staff.

Managing Director

BDO/PHA Finance, Philadelphia, PA | March 2018 to January 2019

- Develop consulting, fee accounting, and training opportunities for the firm.
- Manage all generated projects including the assignment of staff, guidance/training of staff, and communication with the client.
- Generated over 25% of the annual revenues in eight months with significant expansion of work currently being negotiated.
- Review and process the invoices for all assigned clients.
- Conduct financial training seminars on HUD accounting and finance for HUD, PHA staff, and members of the firm.
- Integral part of the executive team, which includes input into discussions on prospective clients, the direction the firm will go, and assessment of staff.
- Numerous similar responsibilities as listed below for Casterline Associates PC.

Senior Vice President

Casterline Associates PC, Valley Forge, PA | December 1993 to March 2018

- Develop and manage multiple clients, specialty in HUD affordable housing programs.
- Provide management, accounting, and organizational guidance to client's executive management and Board of Directors.
- Assisted with over 150 PHAs, from 100 to 40,000 units, including severely distressed agencies and high performers through consulting or training.

- Acted as an agent of HUD with management reviews of troubled PHAs. These reviews identify why the agency was considered a “troubled” agency with detailed recommendations outlining corrective measures to be implemented by the PHA.
- Assess the structure of PHAs and determine their functionality and supply restructuring recommendations.
- National trainer of over 2,000 participants in the course of delivering over 100 workshops in multiple states.
- During the course of one-year, administered over 25 training seminars related to the Asset Management model HUD was implementing. Attendees ranged from members of HUD, PHA Board of Directors, PHA staff, and industry consultants. In addition, conducted numerous project-based budgeting and accounting sessions, as well as beginner and advanced financial seminars.
- Requested by HUD – Washington to opine on draft Generally Accepted Accounting Principles guidebook. In addition, provided guidance to various HUD field offices on the interpretation of the various Federal regulations.
- Acting chief financial officer for PHAs in turnover or distress. All finance department functions are evaluated during this period with organizational changes implemented as needed. This role requires direct involvement with the Board of Directors and the executive director/CEO. All Finance department staff were direct reports with their responsibilities monitored and redesigned as needed.
- Prepare annual budgets for the myriad of programs administered by the PHAs. This work includes sorting through the numerous department’s and cost centers needs and wants to compare those with the funds available and balancing these items with the future direction of the agency.
- Assist PHAs in the implementation of the annual budget through training various department heads and property managers on monthly budget analysis.
- Advise clients on audit relationships, developing business trends, grant management and policies and procedures.
- Prepare PHAs annual financial statement submission through either an independent submission, or the training of existing staff with follow-up review prior to the REAC submission.



Nathan Pauve
Consulting Manager

EXPERTISE

- ✔ Program Design
- ✔ Regulatory Compliance
- ✔ Grant Administration
- ✔ Disaster Recovery and Resilience
- ✔ Procurement
- ✔ Policy and Procedure Development
- ✔ Internal Audits

EDUCATION

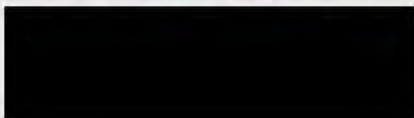
University of Chicago | Chicago, IL
Master of Arts, Public Policy

North Central College |
Naperville, IL
Bachelor of Arts, Psychology

CERTIFICATIONS

Project Management Professional
ISO 9001:2000 Internal Auditor

CONTACT INFORMATION



PROFILE

Mr. Nathan Pauve is a Consulting Manager in Nan McKay and Associates' Professional Services practice and is a certified Project Management Professional (PMP) with expertise in program design and implementation, strategic planning, grants management and administration, regulatory compliance and monitoring, risk assessment and internal controls, program and project management, process improvement, workflow mapping and design, and measuring performance. He specializes in working collaboratively with federal, state, and local entities to develop and implement grant funded programs that address strategic disaster recovery, resiliency, social vulnerability, housing, and economic development.

EXPERIENCE

Consulting Manager

Nan McKay & Associates, Inc., El Cajon, CA | January 2018 to Present

- **Past Positions:**
- Senior Consultant | Nan McKay & Associates, Inc. | 2015 to 2018
- Consultant | Nan McKay & Associates, Inc. | 2011 to 2015
- Operations Supervisor | Nan McKay & Associates, Inc. | 2011

Project: *State of South Carolina*

Provided professional grant management services to the State of South Carolina for oversight and compliance of federal funds received in response to COVID-19 through the CARES Act:

- Developed strategy for State of South Carolina's response using a current state assessment and prioritization based on funding.
- Assisted in the development of the SC CARES Program and the State's Non-Profit and Small Business Assistance Programs.
- Established policies, procedures, and documentation for the end-to-end grants management process.
- Developed reporting and documentation processes in accordance with federal funding requirements.
- Managed a team responsible for developing the program guidelines, standard operating procedures, templates, and forms required for the SC CARES Program and Non-Profit and Small Business Assistance Programs.
- Provided oversight to the intake team and provided assistance in the review, approval, or denial of all subrecipient and beneficiary funding requests.
- Provided as-needed technical assistance and training to the State on federal regulatory compliance.
- **CONTACT:** To be provided upon request.

Project: *State of South Dakota*

Provided professional grant management services to the State of South Carolina for oversight and compliance of federal funds received in response to COVID-19 through the CARES Act:

- Established policies, procedures, and documentation for the end-to-end grants management process.
- Provided strategic planning and program development, program administration, and developed recordkeeping and reporting procedures.

- Conducted intake, review, and approval or denial of all subrecipient funding requests.
- Developed a comprehensive compliance monitoring program and provided oversight over all compliance monitoring activities.
- Identified funding and eligibility requirements of federal funding available in response to COVID-19 and developed strategy for State of South Dakota's response using a current state assessment and prioritization based on funding.
- Provided as-needed technical assistance and training on federal regulatory compliance.
- **CONTACT:** To be provided upon request.

Project: Harris County, Texas

Provided program strategy, planning, and execution for the monitoring and compliance of Harris County COVID-19 CRF programs:

- Provided legislative analyses, technical assistance, and program development.
- Provided research and recommendations on effective non-profit partners to act as program administrators for the County's various COVID related recovery programs.
- Established compliance and monitoring structures for both the Small Business Relief Program and the Rental Assistance Program, which included developing compliance and monitoring checklists, testing checklists, and monitoring reporting dashboards for review of the Small Business Relief Program.
- **CONTACT:** To be provided upon request.

Project: City of Miami, Florida ERAP

NMA manages over 15,000 HCV contracts for Miami-Dade County Public Housing & Community Development (PHCD), including 193 homeownership vouchers and 180 families participating in the FSS program. We earned SEMAP High Performer status for three (3) consecutive years with no single file audit findings. We increased utilization to over 99%, overall file accuracy to over 90%, customer satisfaction to over 90%, and owner participation in the program by over 30%. NMA utilizes the Emphasys Elite software system in the day-to-day administration of the PHCD's HCV program. NMA also provided experienced resources to review and determine eligibility for over 8,000 families who applied under Miami-Dade's Emergency Rental Assistance Program (ERAP). In addition, NMA provides full-service call center support for the PHCD's HCV and ERAP programs.



Project: State of New Jersey ERAP | November 2020 to Present NMA has assisted the New Jersey Department of Community Affairs (DCA) with the design, operation, and implementation of their recent COVID Emergency Rental Assistance Program (CVERAP). NMA provided a full lifecycle technology solution that leveraged our proprietary processing system, which is an application hosted on the secure Azure platform and powered by Podio's CRM system, stored with Amazon Web Services and backed up in separate AWS datacenter, guaranteeing continuity and ironclad security. The seamless applications process allowed for the distribution of over \$90 million in CVERAP assistance to New Jersey residents. In addition to providing ongoing programmatic design and technical assistance, the NMA team provided and oversaw:

- Program management and staffing, which included rapid surge staffing of approximately 300 resources
- Programmatic quality control and quality assurance
- Case management, intake, and eligibility activities

- Ongoing technical assistance related to the CARES Act and COVID funding
- Establishment, staffing, and operation of a full-service call center.

Project: State of Massachusetts ERAP | October 2020 to Present

The State of Massachusetts Department of Housing and Community Development (DHCD) engaged Accenture to evaluate the causes of a large backlog in application processing for the Residential Assistance for Families in Transition (RAFT) program that would enable families to pay their rent and utilities while experiencing a hardship. We provided management and operations support to the largest Regional Administrative Authority (RAA) processing RAFT applications: Metro Housing Boston (MHB), among others, to help eliminate the backlog and prevent it from recurring. We also evaluated several other RAAs that had started reporting significant backlogs as well and provided operational support and process improvement to increase efficiencies. In addition, we provided the overall PMO for the Eviction Diversion Initiative, process redesign, and embedded operational/implementation support with select RAAs. Furthermore, we partnered with Nan McKay & Associates to provide operational surge capability for processing of backlog applications in order to get assistance to families in a timely and efficient manner.

Project: Harris County, Texas | Role: Consulting Manager | Present

- NMA, in support of the Guidehouse team, is assisting Harris County with programming related to Harris County's COVID-19 Relief funding and related grants. In addition to legislative analyses, technical assistance, and program development, NMA has assisted with the identification of non-profit partners to act as program administrators, for various COVID related recovery programs. NMA has established compliance and monitoring structures for both the Small Business Relief Program, and the Rental Assistance Program.
- Developed compliance and monitoring checklists, testing checklists, and monitoring reporting dashboards for review of the Small Business Relief Program.
- Conducted initial risk review of subrecipient administrator

Project: Grant Assessment, Strategy Formulation and Maximization of CARES Act funding for State of South Carolina | Role: Subject Matter Expert | June 2020 to Present

- Identify funding and eligibility requirements of federal funding available in response to COVID-19 and develop strategy for State of South Carolina's response using a current state assessment and prioritization based on funding.
- Establish the policies, procedures, and documentation for the end-to end grants management process.
- Provide as-needed technical assistance and training on federal regulatory compliance.

Project: Harris County, Texas | Role: Consulting Manager | January 2018 to Present

- Managed a team responsible for creating program design, program guidelines, standard operating procedures, and program forms for all of Harris County's CDBG-DR funded housing recovery programs
- Oversaw the development of a comprehensive, multi-faceted community outreach plan, designed to target Harris County's most socially-vulnerable neighborhoods
- Facilitated community stakeholder meetings to solicit community input
- Provided subject matter expertise and technical assistance on federal regulations, federal procurement regulations, and other cross-cutting federal requirements.

Project: City of Joplin, MO | Role: Senior Consultant | April 2017 to January 2108

- Developed a risk-based monitoring plan, managed monitoring staff, executed program compliance monitoring reviews, facilitated project and grant closeout activities.
- Oversaw updates to the Joplin CDBG-DR Compliance Manual and established project and program record keeping and document management protocols.
- Managed technical assistance and training staff who created and provided training and technical assistance to grantee and subrecipient staff and contractors.

Project: Commonwealth of PA | Role: Senior Consultant | September 2015 to May 2017

- Provided regulatory expertise to KPMG on HOME, CDBG, NSP, ESG, IOPWA and FEMA PA programs.
- Lead project task teams in completing program compliance monitoring reviews of subrecipient activities.
- Provided technical assistance to the KPMG project management office.
- **CONTACT:** To be provided upon request

Project: City of Joplin, MO | Role: Consultant | February 2014 to September 2015

- Managed a team responsible for the program administration of a homebuyer downpayment assistance program that provided almost \$20 million to approximately 600 households.
- Project managed the design and implementation of a custom workflow and electronic document management in the first thirty days, resulting in streamlined and automated program processes.
- Facilitated policy and procedure development for the Joplin Homebuyer Assistance Program.

Project: Chicago, IL | Role: Consultant | December 2011 to April 2014

- Provided regulatory and operational subject matter expertise for Deloitte & Touche, Washington, D.C. on the HCV program; routinely handles consulting engagements for NMA that focus on program assessment, workflow mapping and design, data collection and analysis.
- Collected system requirements from Department of Housing and Urban Development (HUD) management and staff for development of HUD's Next Generation Management System- a system that integrates the functions of the Voucher Management System (VMS), the PIH Information Center (PIC), Enterprise Income Verification (EIV), HUD's Central Accounting and Program System (HUDCAPS), and other disparate legacy systems.

- Worked closely with Deloitte project manager to keep tasks on time and within scope.
- **CONTACT:** To be provided upon request.

Project: Chicago, IL | *Role:* Operations Supervisor | January 2011 to December 2011

- Supervised a team of seven housing specialists and a clerk responsible for the case management of approximately 1500 Family Self-Sufficiency participants, nearly 300 Homeownership participants, and almost 750 MTW voucher program participants.
- Assisted executive management in evaluating existing business processes and procedures, identified and implemented process improvements, and improved overall timeliness and service delivery.
- **CONTACT:** To be provided upon request.

Senior Associate

Quadel Consulting Corporation, Chicago, IL | June 2007 to Dec. 2010

- Developed, implemented, and monitored a funding utilization plan to ensure that 98 percent of allocated vouchers and payments were utilized.
- Audited Project-Based Contract Administration (PBCA) operations and quality assurance systems of subsidiaries, identified weaknesses and opportunities for improvement, and made recommendations for enhancement and improved effectiveness resulting in successful ISO certification.
- Led pre-audit reviews utilizing Department of Housing and Urban Development (HUD) systems PIC, EIV, and ad hoc reports which identified more than 560 potential multiple subsidy cases, a risk of \$1.1 million of incorrectly paid housing subsidies.
- Created a centralized workflow tracking and reporting tool.



Robin Dix
Associate III

EXPERTISE

- ☑ Leadership
- ☑ Strategic Planning
- ☑ Problem Solving
- ☑ Project Management
- ☑ Compliance
- ☑ Training and Development

EDUCATION

Bridgewater State University |
Bridgewater, MA
BS, Education

CERTIFICATIONS

PMP-Project Management
Professional
Six Sigma Black Belt
Instructional System Design
Hearing Officer
Housing Choice Voucher Specialist

CONTACT INFORMATION

PROFILE

Senior Executive, Program, Project and Training Consultant with proven ability to influence an organization in the implementation of disaster recovery programs, continuous improvement programs and organizational change initiatives. Adept at building and leading highly motivated operation, program, project management, continuous improvement and training departments / divisions focused on achieving strategic corporate goals. Extensive experience in the Affordable Housing Industry.

EXPERIENCE

Senior Consultant

Nan McKay & Associates, Inc., El Cajon, CA | October 2017 to Present

Project: State of South Carolina

Provided professional grant management services to the State of South Carolina for oversight and compliance of federal funds received in response to COVID-19 through the CARES Act:

- Developed strategy for State of South Carolina's response using a current state assessment and prioritization based on funding.
- Assisted in the development of the SC CARES Program and the State's Non-Profit and Small Business Assistance Programs.
- Established policies, procedures, and documentation for the end-to-end grants management process.
- Developed reporting and documentation processes in accordance with federal funding requirements.
- Managed a team responsible for developing the program guidelines, standard operating procedures, templates, and forms required for the SC CARES Program and Non-Profit and Small Business Assistance Programs.
- Provided oversight to the intake team and provided assistance in the review, approval, or denial of all subrecipient and beneficiary funding requests.
- Provided as-needed technical assistance and training to the State on federal regulatory compliance.
- **CONTACT:** To be provided upon request.

Project: Harris County, Texas

Provided program strategy, planning, and execution for the monitoring and compliance of Harris County COVID-19 CRF programs:

- Provided legislative analyses, technical assistance, and program development.
- Provided research and recommendations on effective non-profit partners to act as program administrators for the County's various COVID related recovery programs.
- Established compliance and monitoring structures for both the Small Business Relief Program and the Rental Assistance Program, which included developing compliance and monitoring checklists, testing checklists, and monitoring reporting dashboards for review of the Small Business Relief Program.
- **CONTACT:** To be provided upon request.

Project: State of Massachusetts ERAP | October 2020 to Present

The State of Massachusetts Department of Housing and Community Development (DHCD) engaged Accenture to evaluate the causes of a large backlog in application processing for the Residential Assistance for Families in Transition (RAFT) program that would enable families to pay their rent and utilities while experiencing a hardship. We provided management and operations support to the largest Regional Administrative Authority (RAA) processing RAFT applications: Metro Housing Boston (MHB), among others, to help eliminate the backlog and prevent it from recurring. We also evaluated several other RAAs that had started reporting significant backlogs as well and provided operational support and process improvement to increase efficiencies. In addition, we provided the overall PMO for the Eviction Diversion Initiative, process redesign, and embedded operational/implementation support with select RAAs. Furthermore, we partnered with Nan McKay & Associates to provide operational surge capability for processing of backlog applications in order to get assistance to families in a timely and efficient manner.

Project: Harris County Texas | Role: Senior Consultant | April 2018 to Present

- Responsible for creating program design, program guidelines, standard operating procedures, and program forms for Harris County's housing recovery programs
- Provided subject matter expertise and technical assistance on CDBG-DR regulations, federal procurement regulations, and other cross-cutting requirements

Project: City of Joplin, MO | Role: Senior Consultant | January 2018 to April 2018

- Delivered updates to the Joplin CDBG-DR Compliance Manual
- Provided subject matter expertise and technical assistance on CDBG-DR regulations, federal procurement regulations, and other cross-cutting requirements

Project: Amarillo, TX | Role: Senior Consultant | October 2017 to November 2017

- Provided Panhandle Community Services (PCS) with an operational and staffing assessment for their Housing Choice Voucher (HCV) program
- Delivered recommendations for changes and/or revisions to policies, procedures, and general work processes in order to increase efficiency, effectiveness, and overall program compliance
- Assess the capacity and assignment of current staff and recommended training plans to increase proficiency of workforce

Vice President of Operations

Housing Authority of Dekalb County, Decatur, GA | Dec. 2010 to June 2017

- Implemented Corporate Compliance and Leadership Trainings
- Implemented new Standard Operating Procedures for the Housing Choice Voucher Department
- Streamlined and improved process in the Finance, Operations and IT Divisions

- Implemented 13 strategic initiatives of the FY2012 Strategic Plan
- Restructured the Housing Choice Voucher Program's organization in 2011 to streamline and improve all HCVP processes
- Relocated all public housing families conforming to URA policies during the RAD conversion of all remaining public housing units

Director of Program Support

Atlanta Housing Authority, Atlanta, GA | Feb. 2007 to Dec. 2010

- Implemented a quality control function in the Housing Choice Call Center improving call handling by 25%
- Implemented the New Employee On-Boarding Training for the Housing Choice Department
- Launched a Landlord Oracle Module, reducing Landlord paperwork process time by 20%
- Streamlined the participant termination review process, reducing file review quantity by 30%
- Processed the relocation of public housing families conforming to URA policies during the demolition of four public housing communities

Senior Project Manager

Delta Air Lines, INC, Atlanta, GA | Mar. 1978 to Jul. 2010

- Fully implemented a Project Management Office (PMO) at the Atlanta Airport
- Identified, prioritized and assigned and implemented 27 strategic projects.
- Led and coached three Project Managers in obtaining project manager certification at 100% success rate
- Reduced Atlanta baggage mishandling by over 50% by implementing process improvements identified by Six Sigma methods
- Successfully led a cross functional team in the design, development and implementation of the federally mandated Criminal History Records Check (CHRC) process and corporate CHRC policy while maintaining employment targets
- Exceeded the federally mandated CHRC completion deadline while achieving 100% compliance
- Implemented the corporate fingerprint and badge database (FAB), increasing productivity by 60% by eliminating unnecessary and redundant tasks
- Launched the 1st corporate wide E-Learning initiative, reducing the training footprint 40%.



Odesa Julien

Assistant Program Director

EXPERTISE

- Housing Choice Voucher regulations
- Performance Management
- Quality Control

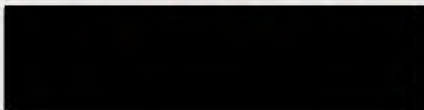
EDUCATION

Miami Dade College | Miami, FL
B.A., Business Supervisor and Management

CERTIFICATIONS

Housing Choice Voucher Specialist
 Project Based Voucher Management
 HCV Executive Management
 HCV Program Management
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CONTACT INFORMATION



PROFILE

Odesa Julien has been with NMA for 6 years and has 11 years of housing experience. She started her career in housing as a front-line staff member, now contributing as Assistant Program Director. She is a motivated professional with a proven record of generating and building relationships, managing projects from concept to completion, and coaching individuals to success.

EXPERIENCE

Assistant Program Director

Nan McKay & Associates, Inc, Miami, FL | August 2020 – Present

- Provide direct oversight, organization, and execution of the Tulsa Emergency Rental Assistance Program.
- Administer call center for the Miami-Dade, South Carolina, South Dakota, Tulsa, and New Jersey emergency assistance programs.
- Monitor progress, set team expectations, and discuss recurring reports with clients.
- Coordinate necessary onboarding, training, and support for staff.

Project: State of South Carolina

Provided professional grant management services to the State of South Carolina for oversight and compliance of federal funds received in response to COVID-19 through the CARES Act:

- Developed strategy for State of South Carolina’s response using a current state assessment and prioritization based on funding.
- Assisted in the development of the SC CARES Program and the State’s Non-Profit and Small Business Assistance Programs.
- Established policies, procedures, and documentation for the end-to-end grants management process.
- Developed reporting and documentation processes in accordance with federal funding requirements.
- Managed a team responsible for developing the program guidelines, standard operating procedures, templates, and forms required for the SC CARES Program and Non-Profit and Small Business Assistance Programs.
- Provided oversight to the intake team and provided assistance in the review, approval, or denial of all subrecipient and beneficiary funding requests.
- Provided as-needed technical assistance and training to the State on federal regulatory compliance.
- **CONTACT:** To be provided upon request.

Project: State of South Dakota

Provided professional grant management services to the State of South Carolina for oversight and compliance of federal funds received in response to COVID-19 through the CARES Act:

- Established policies, procedures, and documentation for the end-to-end grants management process.
- Provided strategic planning and program development, program administration, and developed recordkeeping and reporting procedures.
- Conducted intake, review, and approval or denial of all subrecipient funding requests.

- Developed a comprehensive compliance monitoring program and provided oversight over all compliance monitoring activities.
- Identified funding and eligibility requirements of federal funding available in response to COVID-19 and developed strategy for State of South Dakota's response using a current state assessment and prioritization based on funding.
- Provided as-needed technical assistance and training on federal regulatory compliance.
- **CONTACT:** To be provided upon request.

Project: City of Miami, Florida ERAP | 2014 to 2024

NMA manages over 15,000 HCV contracts for Miami-Dade County Public Housing & Community Development (PHCD), including 193 homeownership vouchers and 180 families participating in the FSS program. We earned SEMAP High Performer status for three (3) consecutive years with no single file audit findings. We increased utilization to over 99%, overall file accuracy to over 90%, customer satisfaction to over 90%, and owner participation in the program by over 30%. NMA utilizes the Emphasys Elite software system in the day-to-day administration of the PHCD's HCV program. NMA also provided experienced resources to review and determine eligibility for over 8,000 families who applied under Miami-Dade's Emergency Rental Assistance Program (ERAP). In addition, NMA provides full-service call center support for the PHCD's HCV and ERAP programs.



Project: State of New Jersey ERAP | November 2020 to Present NMA has assisted the New Jersey Department of Community Affairs (DCA) with the design, operation, and implementation of their recent COVID Emergency Rental Assistance Program (CVERAP). NMA provided a full lifecycle technology solution that leveraged our proprietary processing system, which is an application hosted on the secure Azure platform and powered by Podio's CRM system, stored with Amazon Web Services and backed up in separate AWS datacenter, guaranteeing continuity and ironclad security. The seamless applications process allowed for the distribution of over \$90 million in CVERAP assistance to New Jersey residents. In addition to providing ongoing programmatic design and technical assistance, the NMA team provided and oversaw:

- Program management and staffing, which included rapid surge staffing of approximately 300 resources
- Programmatic quality control and quality assurance
- Case management, intake, and eligibility activities
- Ongoing technical assistance related to the CARES Act and COVID funding
- Establishment, staffing, and operation of a full-service call center.



Project: State of Massachusetts ERAP | October 2020 to Present

The State of Massachusetts Department of Housing and Community Development (DHCD) engaged Accenture to evaluate the causes of a large backlog in application processing for the Residential Assistance for Families in Transition (RAFT) program that would enable families to pay their rent and utilities while experiencing a hardship. We provided management and operations support to the largest Regional Administrative Authority (RAA) processing RAFT applications: Metro Housing Boston (MHB), among others, to help eliminate the backlog and prevent it from recurring. We also evaluated several other RAAs that had started reporting significant backlogs as well and provided operational support and process improvement to increase efficiencies. In addition, we provided the

overall PMO for the Eviction Diversion Initiative, process redesign, and embedded operational/implementation support with select RAAs. Furthermore, we partnered with Nan McKay & Associates to provide operational surge capability for processing of backlog applications in order to get assistance to families in a timely and efficient manner.

Project: City of Tulsa ERAP | August 2020 to Present

NMA has assisted the Tulsa Housing Authority (THA) with the design, operation, and implementation of their recent COVID Emergency Rental Assistance Program (ERAP). NMA worked closely with the City of Tulsa, the THA, and a local nonprofit, Restore Hope. Together, we assisted in the distribution of approximately \$40 million in rental assistance to residents. NMA provided for all program management, case management, intake and eligibility, quality control and quality assurance, and financial oversight for ERAP. Additionally, NMA provided for ongoing technical assistance related to the CARES Act and COVID funding. NMA deployed a full lifecycle technology solution that leverages our proprietary processing system, which is an application hosted on the secure Azure platform and powered by Podio's CRM system, stored with Amazon Web Services and backed up in separate AWS datacenter, guaranteeing continuity and ironclad security. Our team also ran a full-service call center to support and promote the ERAP program.

Customer Service Manager

NMA/ Miami Dade HA, Miami, FL | May 2019 – July 2020

- Oversee our customer service team
- Manage and train customer service staff
- Set reasonable customer satisfaction goals and work with team to meet them on a consistent basis
- Interact with customers on a daily basis, responding to their questions and guiding them to the appropriate service

Operations Supervisor

NMA/ Miami Dade HA, Miami, FL | July 2014 – May 2019

- Monitor production, quality control and data integrity of transactions completed by staff
- Ensure staff meet and/or exceed NMA performance standards
- Ensure staff compliance with the Housing Authority's Administrative Plan, Standard Operating Procedures and HUD regulations
- Determine staff training needs; coordinate and provide appropriate training, coaching, etc.
- Completion of performance plans, evaluations and disciplinary actions
- Evaluate procedures and processes and provide recommendations for program excellence
- Ensure staff provides professional and comprehensive customer service to internal and external customers

Program Analyst II

Quadel Consulting/ Miami Dade HA, Miami, FL | January 2014 to July 2014

- Directed a staff of Quality Management and Performance Specialists to ensure quality and SEMAP requirements are met for all PHA's
- Developed and issues regular quality control reports, on a monthly or other appropriate interval, including statistical results, analyses, and recommendations
- Implemented and monitored quality control standards; evaluates measures employed and their usefulness; recommends changes as needed
- Worked closely with the Program Manager to define and develop effective performance indicators and quality control goals and guidelines
- Coordinated with Program Manager for audit preparation, SEMAP reviews and confirmation and submission of documents/electronic files to on-site team
- Provided training and support to the processors and to the call center agents

Program Analyst I

Quadel Consulting/ Miami Dade HA, Miami, FL | July 2012- January 2014

- Monitored EIV reporting and assignment for corrective action (deceased, multiple subsidy, identity verification, citizenship, debts owed)
- Conducted quality control checks of all automated systems including the document management system
- Conducted a random sample of follow-up audits to ensure that errors detected during initial quality control reviews are corrected in the relevant systems
- Assisted Management with annual reviews or other HUD initiated compliance tasks, and any other duties as assigned
- Monitored System of Record and works with the Operations Manager to ensure corrections are made and that corrective actions are implemented to prevent future occurrences

Quality Management Specialist

Quadel Consulting/ Miami Dade HA, Miami, FL | June 2010 – July 2012

- Conducted quality control reviews according to quality control protocol for eligibility, move-ins, annual re-certifications and interim certifications
- Reported any QC errors using QualCheck (Quality Management System)
- Met with Team Leaders and Management to review quality assurance findings and related strategies for corrective action

Housing Specialist

Quadel Consulting/ Miami Dade HA, Miami, FL | March 2009 – June 2010

- Managed a monthly case load of 50-60 files in a housing program assisting 13,500 households
- Responsible for the timely completion of annual re-certifications, interims, move-ins and portability certifications
- Scheduled recertification appointments with participant and conducted interviews
- Collected recertification information, including income and household changes
- Obtained current, third party verification in accordance with program requirements and procedures
- Calculated maximum and allowable contract rents, tenant and housing authority portions, utility allowance, applied correct payment standard and subsidy standards
- Conducted rent reasonableness and negotiated rents with prospective landlords



Chad Coalier

Senior Director of Technology

EXPERTISE

- ☑ Technology Architecture
- ☑ Software Development
- ☑ Technology Solutions
- ☑ Infrastructure
- ☑ Content Management
- ☑ Application Development

EDUCATION

DePaul University | Chicago, IL
Master of Business Administration

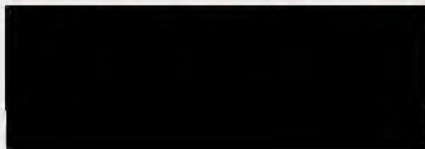
St. Louis University | St. Louis, MO
Bachelor of Arts

CERTIFICATIONS

M.C.A.D

Programmer for Java 2 Platform

CONTACT INFORMATION



EXPERIENCE

Senior Director of Technology

Nan McKay & Associates, Inc., El Cajon, CA | 2019 to Present

- Responsible for managing all technology including architecture, software development, infrastructure, content development, and help desk functions.

Director of Technology

Nan McKay & Associates, Inc., El Cajon, CA | 2005 to 2019

- Lead the redesign / redevelopment of company's flagship learning / assessment management system.

Development Manager/Architect

Extendicare | 2005

- Managed the consolidation and migration of company intranets/extranets onto a single SharePoint Portal 2003 platform for a large health services company. Intranet/extranet is used to target health-care content to over 35,000 employees and business partners.
- Conceived and developed a managed care facility "dashboard" which allows senior management to track financial information and events for over 800 facilities.
- Managed the development of a content management system that facilitated the publishing and distribution of more than a 1,000 different financial and operations reports via the company intranet.

Architect/Project Manager

Corning Display Technologies | 2004 to 2005

- Developed a tracking system to persist, manage, and report on operational data for 3 flat-screen glass factories based in Taiwan and Japan that produced components used in LCD and plasma-screen monitors.
- Developed .NET-based system to allow operational managers to track more than 3,500 factory employees as they progress through more than 400 different "on-the-job" training activities relating to the production of industrial glass.
- Managed team of technical resources and analysts throughout the development life-cycle to collect and analyze requirements, create Use Cases, architect solution, develop application, perform system-testing, and deploy solution.
- Employed ASP.NET, C#, VBA, XML, and SQL Server 2000 technologies.

Manager, Development of Operations Support System

Houghton Mifflin | 2004

- Responsible for the custom development and operational support of a content management and digital publishing system for a \$1.5 billion publishing company.
- The system managed the creation of educational literature and supported an active base of 500+ users.
- Directed overall application architecture, design, and technical implementation.
- Successfully implemented an Adobe InDesign-based Variable Data Publishing module that allowed company to move from a manual to automated process for output of testing materials providing significant cost and time savings.

- Managed a team of software engineers, project managers, analysts, quality assurance, and technical writers in support of development efforts. Development platform was based on .NET framework, C#, VB.NET, MS SQL-Server, and Adobe publishing technologies.
- Designed functional and technical architecture blueprint to redesign workflow.
- Drove implementation of an iterative software development life-cycle based on the Rational Unified Process (RUP) and associated products.

Project Manager, Enterprise Architecture Group

Aon

- Portal and SOA Strategy Team - Directed a technology strategy team comprised of technical architects, product development analysts, and company directors. Primary objective of team was to develop a portal-centric EAI strategy, which identified how overlapping functionality could be simplified into a SOA.
- Client-facing Portal – Managed the development and operations of client-facing corporate portal and associated web-based risk analysis products. Portal was used by 300+ clients with over 10,000 registered users.

Architect, External Facing Systems Group

Aon

- Lead developer and architect for a development group, establishing software development standards and practices for a systems group and implementing a Rational Unified Process (RUP) software development methodology.
- “Toxic Tort” Claims Reporting System – Architected and developed a tracking system for claims relating to Asbestos legal actions. Developed system interfaces and components using ASP.NET, C#, and Oracle. Responsible for entire development life-cycle including requirements gathering, creation of UML documentation, application development, and deployment.
- Gained architecture and design experience with portals, collaboration tools, J2EE, .NET Framework, Service Orientated Architectures (SOA), XML, UML, transactional design, LDAP, single-sign-on, content deployment, reporting, and database technologies.

Senior Software Developer, Information Products Group

Universal Access | 2000 to 2001

- Participated as a software engineer, application architect, and team lead in a full life-cycle software development group that focused on developing systems for internal/external clients in the telecommunications industry.
- Successfully developed and implemented “Web Quote” an automated online quoting system that allowed clients to receive price quotes for data network lines. Application was built using J2EE/WebLogic and Oracle 9i.
- Experience designing and developing search, graphical information systems (GIS), costing/pricing, and market-exchange applications utilizing J2EE technologies.
- Utilized various model-driven architecture techniques to develop business data objects and application components. Techniques included: UML, software engineering patterns, XML, and ERD diagrams.
- Significant experience in designing and programming business logic middleware components using J2EE, Visual Studio 6.0, XML, and database technologies.
- Drove migration strategy to a J2EE, WebLogic, and Oracle platform from Microsoft.

Sammy Rosario

Process Improvement Manager

EDUCATION

Seminole Community College
Business Administration

CERTIFICATIONS

IBM Server
Library & Objects
CL Programming

CONTACT INFORMATION



PROFILE

Sammy Rosario facilitates process improvement and provide project management services across management and administrative departments to improve the quality of work and staff satisfaction. Working closely with project directors, consultants, and corporate teams, to utilize state of the art technology and other software systems in their current state, including process automation, database management software, and department-specific data; to identify and prioritize improvement opportunities, and design and implement new processes and programs in diverse administrative areas.

EXPERIENCE

Process Improvement Manager

NMA | 2019 to Present

- Independently customized and implement process improvement methodologies.
- Transition manual intensive task into program automation via business intelligence tools.
- Analyzed current management data to develop strategies around discrepancies in manual analytical data.
- Consult with management to expediently take process improvement ideas from inception to implementation using project management techniques.
- Transform technology to position programs to have dramatic results. Design business-focused IT strategies to maximize now opportunities while preparing for the future.

Project: State of South Carolina

Provided professional grant management services to the State of South Carolina for oversight and compliance of federal funds received in response to COVID-19 through the CARES Act:

- Developed strategy for State of South Carolina's response using a current state assessment and prioritization based on funding.
- Assisted in the development of the SC CARES Program and the State's Non-Profit and Small Business Assistance Programs.
- Established policies, procedures, and documentation for the end-to-end grants management process.
- Developed reporting and documentation processes in accordance with federal funding requirements.
- Managed a team responsible for developing the program guidelines, standard operating procedures, templates, and forms required for the SC CARES Program and Non-Profit and Small Business Assistance Programs.
- Provided oversight to the intake team and provided assistance in the review, approval, or denial of all subrecipient and beneficiary funding requests.
- Provided as-needed technical assistance and training to the State on federal regulatory compliance.
- **CONTACT:** To be provided upon request.

Project: State of South Dakota

Provided professional grant management services to the State of South Carolina for oversight and compliance of federal funds received in response to COVID-19 through the CARES Act:

- Established policies, procedures, and documentation for the end-to-end grants management process.
- Provided strategic planning and program development, program administration, and developed recordkeeping and reporting procedures.
- Conducted intake, review, and approval or denial of all subrecipient funding requests.
- Developed a comprehensive compliance monitoring program and provided oversight over all compliance monitoring activities.
- Identified funding and eligibility requirements of federal funding available in response to COVID-19 and developed strategy for State of South Dakota's response using a current state assessment and prioritization based on funding.
- Provided as-needed technical assistance and training on federal regulatory compliance.
- **CONTACT:** To be provided upon request.

Project: Harris County, Texas

Provided program strategy, planning, and execution for the monitoring and compliance of Harris County COVID-19 CRF programs:

- Provided legislative analyses, technical assistance, and program development.
- Provided research and recommendations on effective non-profit partners to act as program administrators for the County's various COVID related recovery programs.
- Established compliance and monitoring structures for both the Small Business Relief Program and the Rental Assistance Program, which included developing compliance and monitoring checklists, testing checklists, and monitoring reporting dashboards for review of the Small Business Relief Program.
- **CONTACT:** To be provided upon request.

Project: City of Miami, Florida ERAP | 2014 to 2024

NMA manages over 15,000 HCV contracts for Miami-Dade County Public Housing & Community Development (PHCD), including 193 homeownership vouchers and 180 families participating in the FSS program. We earned SEMAP High Performer status for three (3) consecutive years with no single file audit findings. We increased utilization to over 99%, overall file accuracy to over 90%, customer satisfaction to over 90%, and owner participation in the program by over 30%. NMA utilizes the Emphasys Elite software system in the day-to-day administration of the PHCD's HCV program. NMA also provided experienced resources to review and determine eligibility for over 8,000 families who applied under Miami-Dade's Emergency Rental Assistance Program (ERAP). In addition, NMA provides full-service call center support for the PHCD's HCV and ERAP programs.



Project: State of New Jersey ERAP | November 2020 to Present

NMA has assisted the New Jersey Department of Community Affairs (DCA) with the design, operation, and implementation of their recent COVID Emergency Rental Assistance Program (CVERAP). NMA provided a full lifecycle technology solution that leveraged our proprietary processing system, which is an application hosted on the secure Azure platform and powered by Podio's CRM system, stored with Amazon Web Services and backed up in separate AWS datacenter, guaranteeing continuity and ironclad security. The seamless applications process allowed for

the distribution of over \$90 million in CVERAP assistance to New Jersey residents. In addition to providing ongoing programmatic design and technical assistance, the NMA team provided and oversaw:

- Program management and staffing, which included rapid surge staffing of approximately 300 resources
- Programmatic quality control and quality assurance
- Case management, intake, and eligibility activities
- Ongoing technical assistance related to the CARES Act and COVID funding
- Establishment, staffing, and operation of a full-service call center.

Project: State of Massachusetts ERAP | October 2020 to Present

The State of Massachusetts Department of Housing and Community Development (DHCD) engaged Accenture to evaluate the causes of a large backlog in application processing for the Residential Assistance for Families in Transition (RAFT) program that would enable families to pay their rent and utilities while experiencing a hardship. We provided management and operations support to the largest Regional Administrative Authority (RAA) processing RAFT applications: Metro Housing Boston (MHB), among others, to help eliminate the backlog and prevent it from recurring. We also evaluated several other RAAs that had started reporting significant backlogs as well and provided operational support and process improvement to increase efficiencies. In addition, we provided the overall PMO for the Eviction Diversion Initiative, process redesign, and embedded operational/implementation support with select RAAs. Furthermore, we partnered with Nan McKay & Associates to provide operational surge capability for processing of backlog applications in order to get assistance to families in a timely and efficient manner.

Project: City of Tulsa ERAP | August 2020 to Present

NMA has assisted the Tulsa Housing Authority (THA) with the design, operation, and implementation of their recent COVID Emergency Rental Assistance Program (ERAP). NMA worked closely with the City of Tulsa, the THA, and a local nonprofit, Restore Hope. Together, we assisted in the distribution of approximately \$40 million in rental assistance to residents. NMA provided for all program management, case management, intake and eligibility, quality control and quality assurance, and financial oversight for ERAP. Additionally, NMA provided for ongoing technical assistance related to the CARES Act and COVID funding. NMA deployed a full lifecycle technology solution that leverages our proprietary processing system, which is an application hosted on the secure Azure platform and powered by Podio's CRM system, stored with Amazon Web Services and backed up in separate AWS datacenter, guaranteeing continuity and ironclad security. Our team also ran a full-service call center to support and promote the ERAP program.

Project: Harris County, Texas | Role: Associate II | Present

- NMA, in support of the Guidehouse team, is assisting Harris County with programming related to Harris County's COVID-19 Relief funding and related grants. In addition to legislative analyses, technical assistance, and program development, NMA has assisted with the identification of non-profit partners to act as program administrators, for various COVID related recovery programs.

NMA has established compliance and monitoring structures for both the Small Business Relief Program, and the Rental Assistance Program.

- Developed compliance and monitoring checklists, testing checklists, and monitoring reporting dashboards for review of the Small Business Relief Program.
- Conducted initial risk review of subrecipient administrator

Principal

MRR Technology Group | 2011 to 2019

- Oversee day to day operations of all projects related to remote processing and call center operations. Lead and mentor Service and management personnel in their individual and collective development (including recruitment, training, motivation, and discipline)
- Successful development and implementation of a complete document management transition from a paper environment to a digital environment. Constituted over 17 thousand customer files with over 7.5 million paper scans indexed into one repository and accessible within minutes to the end-user.
- Created a subsidiary that manages over 8 thousand online sales a month over three online platforms. With \$650,000 in sales shipping products worldwide. Negotiated product imports from two separate countries and manage supplier contracts.

CIO

Annetie Machuca & Associates | 2011 to 2013

- Monitored 4 remote offices throughout the United States and Puerto Rico.
- Achieved 100% successfully IT startup and implementation of a call center operators through all offices utilizing a centralized systems, centralized document management system, and centralized all hardware and software solution to a cloud-based infrastructure where all offices were on one working network.
- Lead 10 Developers and IT support specialists to design outside the box ideas providing efficiencies and cost-effective solutions to their clients.

Director

Omnicare Inc | 1999 to 2012

- Responsible for the process improvement for over 1200 long term care pharmacies within the United States.
- Hub and Spoke implementation. Where we utilized strategic demographic locations as HUBs to process the labor-intensive task and provide complete support to those locations where the labor was higher cost and or limited quality labor.
- Lead transition team to convert recently purchased pharmacies from their process to corporate mandate processes.
- Oversight of Call Center operations in India with over 2000 call center/data entry operators.
- Lead team in the transition to centralize all pharmacies into one processing software company-wide which integrated with an automated document management solution.
- Monitor the profitability of all outsourcing projects for larger profit margins



Daniela Núñez Senior Consultant

EXPERTISE

- ☑ CDBG-DR
- ☑ Grant Administration
- ☑ Housing
- ☑ Procurement
- ☑ HUD Regulations
- ☑ Disaster Recovery & Resilience
- ☑ CRF Funding
- ☑ Regulatory Compliance

EDUCATION

Rutgers University | New Brunswick, NJ

Master of Arts, City & Regional Planning

University of California | San Diego, CA

Bachelor of Arts, Urban Studies & Planning

Bachelor of Arts, Ethnic Studies

CERTIFICATIONS

FEMA Emergency Protective Measures

FEMA Documenting Disaster Damage and Developing Project Files

PROFILE

Ms. Daniela Núñez is a consultant with Nan McKay & Associates (NMA). Ms. Núñez has worked on the creation of CDBG-DR funded housing programs in various municipalities. Most recently Ms. Núñez was working in the Midwest focusing on compliance monitoring and close-out for CDBG-DR funded projects. Mr. Núñez has worked on projects across the country including, the Midwest, Texas, and Puerto Rico providing grant administration, technical assistance, and training materials to CDBG-DR grantees. She is a strong leader who is experienced in procurement, HUD regulations, grant administration and disaster recovery.

EXPERIENCE

Senior Consultant

Nan McKay & Associates, Inc., El Cajon, CA | July 2019 to Present

▪ Past Positions:

- Consultant | Nan McKay & Associates, Inc. | July 2017 to June 2019

Project: *State of South Carolina*

Provided professional grant management services to the State of South Carolina for oversight and compliance of federal funds received in response to COVID-19 through the CARES Act:

- Developed strategy for State of South Carolina's response using a current state assessment and prioritization based on funding.
- Assisted in the development of the SC CARES Program and the State's Non-Profit and Small Business Assistance Programs.
- Established policies, procedures, and documentation for the end-to-end grants management process.
- Developed reporting and documentation processes in accordance with federal funding requirements.
- Managed a team responsible for developing the program guidelines, standard operating procedures, templates, and forms required for the SC CARES Program and Non-Profit and Small Business Assistance Programs.
- Provided oversight to the intake team and provided assistance in the review, approval, or denial of all subrecipient and beneficiary funding requests.
- Provided as-needed technical assistance and training to the State on federal regulatory compliance.
- **CONTACT:** To be provided upon request.

Project: *State of South Dakota*

Provided professional grant management services to the State of South Carolina for oversight and compliance of federal funds received in response to COVID-19 through the CARES Act:

- Established policies, procedures, and documentation for the end-to-end grants management process.
- Provided strategic planning and program development, program administration, and developed recordkeeping and reporting procedures.
- Conducted intake, review, and approval or denial of all subrecipient funding requests.
- Developed a comprehensive compliance monitoring program and provided oversight over all compliance monitoring activities.

CONTACT INFORMATION



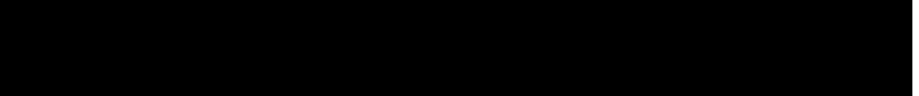
- Identified funding and eligibility requirements of federal funding available in response to COVID-19 and developed strategy for State of South Dakota's response using a current state assessment and prioritization based on funding.
- Provided as-needed technical assistance and training on federal regulatory compliance.
- **CONTACT:** To be provided upon request.

Project: *Harris County, Texas*


Provided program strategy, planning, and execution for the monitoring and compliance of Harris County COVID-19 CRF programs:

- Provided legislative analyses, technical assistance, and program development.
- Provided research and recommendations on effective non-profit partners to act as program administrators for the County's various COVID related recovery programs.
- Established compliance and monitoring structures for both the Small Business Relief Program and the Rental Assistance Program, which included developing compliance and monitoring checklists, testing checklists, and monitoring reporting dashboards for review of the Small Business Relief Program.
- **CONTACT:** To be provided upon request.

Project: *City of Joplin, MO* | Role: *Compliance Monitor* | *July 2017 to Present*

- Manages, defines, plans, and executes all aspects of a project lifecycle.
 - NMA created the Joplin Homebuyer Assistance Program which has provided over \$13 million in DR assistance to approximately 500 families in an expedited timeframe. Ms. Núñez currently provides support for the on-going monitoring and manages all related technical programmatic issues.
 - Specializes in regulatory compliance as it relates to both infrastructure and affordable housing.
 - Conducts the compliance monitoring and technical assistance for both subrecipient and city projects.
 - Facilitates and guides client communications.
 - Creates technical assistance materials and training workshops for grantee and subrecipient staff and contractors.
 - Community outreach specialist.
 - Oversees the closeout process for the CDBG-DR grantee.
- 

Project: *Harris County, TX* | Role: *Associate* | *January 2018 to Present*

- Provides project supports for the creation of nine housing programs that benefit low- and moderate-income individuals including: temporary housing, down payment assistance, residential buy-out, and rehabilitation reconstruction.
 - Assists with the development of resiliency programming for infrastructure, housing, and economic development for the county through the creation of a commercial buyout program.
 - Facilitates grant startup activities including action plan development, program design, development of program guidelines and standard operating procedures.
 - Provides support for all redevelopment activities.
- 

Project: *Santa Monica, CA - COVID* | Role: *Associate* | *May 2020 to June 2020*

- Provided technical assistance and research for health care systems in Santa Monica regarding COVID-19 and federal funding available.
- Conducted extensive review of policy documents that were submitted to FEMA for grant consideration.

Project: *Wayne County EDA Grants* | Role: *Associate* | *July 2020 to Present*

- Conducts technical assistance and research regarding EDA grants and assists with the development of the grant application packets.
- Facilitates and guides client communications with multiple parties.

Graduate Student

Rutgers University, New Brunswick, NJ | August 2015 to May 2017

Project: *Environmental Planning Graduate Studio* | Role: *Education Specialist* | *January 2017 to May 2017*

- Collaborated with a partner to design a curriculum and implement an educational program for children on indoor air quality and heat waves.
- Interviewed residents in both Spanish and English to understand their knowledge of heat waves, heat safety and their adaptive activities during heatwaves.
- Communicated with the Housing Authority staff and student team of 16 on a weekly basis through phone calls, email, and in person visits.

Project: *Housing & Community Development Graduate Studio* | Role: *Studio Member* | *September 2016 to December 2016*

- Collaborated with community partners, New Jersey Community Capital, Esperanza, and Unity Square to survey and take inventory of the housing stock in designated neighborhoods and the city of New Brunswick.
- Used Loveland, an online parcel map application to create a survey and implement it parcel by parcel.
- Prepared and cleaned data sources including MOD IV tax assessment data, SRI-A sales data, American Community Survey, and U.S. Census data to identify trends in New Brunswick's changing housing market.
- Presented and delivered a presentation, maps, and 20-page report to the community groups which outlined potential properties that could be acquired through the abandoned properties rehabilitation act.
- Delivered the final graphic design of the written report and PowerPoint presentation.

Environmental Planning Intern


City of San Diego, San Diego, CA | June 2016 to August 2016

- Reviewed projects submitted to the City of San Diego to determine whether there were significant environmental impacts, and to assess if further mitigations were needed.

- Mapped locations of archeological artifacts, by hand, found within the City of San Diego for the city's archives.
- Analyzed and interpreted site plans and technical drawings to ensure they followed the California Environmental Quality Act guidelines.
- Assisted with the determination of whether a negative declaration, mitigated negative declaration, or environmental impact report was needed for the projects based on the biology, historical artifacts, and paleontological reports.
- **CONTACT:** To be provided upon request.

Living Lab Intern

Ocean Discovery Institute, San Diego, CA | January 2014 to June 2014

- Collaborated with architects and designers in order to build a lab facility for underserved students in City Heights.
 - Researched innovative, green, and sustainable building materials, as well as new educational aspects for outdoor play through design.
 - Conducted grant research for the Living Lab Project in order to reach the overall fundraising goal of \$16 million.
- 



Dave Sagers

Program Manager/
Director

EXPERTISE

- ✓ Affordable Housing Development
- ✓ Housing Financing and Financial Modeling
- ✓ HUD Compliance
- ✓ Strategic Planning
- ✓ Project Management
- ✓ Organizational Change

EDUCATION

Rensselaer Polytechnic Institute |
Hartford, CT
Masters of Business Administration

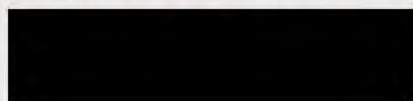
Trinity College | Hartford, CT
*Bachelor of Arts, English and
Computer Coordinate*

CERTIFICATIONS

Novogradac Property Compliance
Certification

Market Research Certificate,
University of Georgia

CONTACT INFORMATION



PROFILE

Dave Sagers is a customer-centric strategist, business leader and project manager, focused on results and social impact. His experience encompasses leadership in several consulting and product companies, including over 20 years providing products and service for the affordable housing industry.

EXPERIENCE

Principal

Sagers & Associates, Hartford, CT | November 2016 - Present

Nan McKay & Associates, Harris County CDBG DR | Project Manager | August 2018 - Present

- Managed the planning and operations phases for the CDBG-DR Single Family New Construction program. This involved identifying policy decisions and options for decision-makers, developing program metrics and reporting, defining program processes, and ongoing management and coordination of land acquisition and single family development among departments, including Community Services, Planning & Development, Engineering, Budget Management and Real Property.
- Translated program needs into business requirements for software vendor to build the system of record for all CDBG-DR programs. Also assisted with procurement, contracting, and developed project governance metrics and reporting.



Project: State of South Carolina

Provided professional grant management services to the State of South Carolina for oversight and compliance of federal funds received in response to COVID-19 through the CARES Act:

- Developed strategy for State of South Carolina's response using a current state assessment and prioritization based on funding.
- Assisted in the development of the SC CARES Program and the State's Non-Profit and Small Business Assistance Programs.
- Established policies, procedures, and documentation for the end-to-end grants management process.
- Developed reporting and documentation processes in accordance with federal funding requirements.
- Managed a team responsible for developing the program guidelines, standard operating procedures, templates, and forms required for the SC CARES Program and Non-Profit and Small Business Assistance Programs.
- Provided oversight to the intake team and provided assistance in the review, approval, or denial of all subrecipient and beneficiary funding requests.
- Provided as-needed technical assistance and training to the State on federal regulatory compliance.
- **CONTACT:** To be provided upon request.

Project: State of South Dakota

Provided professional grant management services to the State of South Carolina for oversight and compliance of federal funds received in response to COVID-19 through the CARES Act:

- Established policies, procedures, and documentation for the end-to-end grants management process.
- Provided strategic planning and program development, program administration, and developed recordkeeping and reporting procedures.
- Conducted intake, review, and approval or denial of all subrecipient funding requests.
- Developed a comprehensive compliance monitoring program and provided oversight over all compliance monitoring activities.
- Identified funding and eligibility requirements of federal funding available in response to COVID-19 and developed strategy for State of South Dakota's response using a current state assessment and prioritization based on funding.
- Provided as-needed technical assistance and training on federal regulatory compliance.
- **CONTACT:** To be provided upon request.

Project: Harris County, Texas

Provided program strategy, planning, and execution for the monitoring and compliance of Harris County COVID-19 CRF programs:

- Provided legislative analyses, technical assistance, and program development.
- Provided research and recommendations on effective non-profit partners to act as program administrators for the County's various COVID related recovery programs.
- Established compliance and monitoring structures for both the Small Business Relief Program and the Rental Assistance Program, which included developing compliance and monitoring checklists, testing checklists, and monitoring reporting dashboards for review of the Small Business Relief Program.
- **CONTACT:** To be provided upon request.

Durham Housing Authority RAD Conversion | Consultant/Strategist | September 2017 to March 2019

- Provided technology strategy, roadmap and execution support for a public housing authority converting their portfolio of properties from the Public Housing program to a HUD project-based subsidy model.

Greater Dayton Premier Management Portfolio RAD Conversion | Consultant/Strategist | October 2017 to April 2018

- Provided recommendations and action plan for operational transformation required for a portfolio conversion from public housing to project-based housing. Report scope included operating pro formas, management evaluation, staffing levels, training and technology.

Real Estate Portfolio Development | Owner/Manager | January 2016 to December 2018

- Acquired a portfolio of affordable multi-family developments with financial partners. Functioned as asset manager, while hiring property management and contractors for day to day operations.

Director of Market Intelligence

HAI Group, Cheshire, CT | January 2016 to October 2016

Housing Product Development | Leader | January 2016 to October 2016

- Functioned as company liaison to critical industry partners, including HUD, Public Housing industry groups, and the GAO.
- Worked with leadership team to develop products/services and go to market strategy for debt and equity products to fund affordable housing development.

CEO/COO

Housing Systems Solutions, Cheshire, CT | April 2011 to January 2106

HousingHub | Leader | April 2011 to January 2016

- Lead a team of up to 110 employees and contractors to build and market an enterprise software solution for the affordable and public housing industry. The product encompassed property management, client management, and financial management for LIHTC, Public Housing, and Section 8 programs. Built and lead teams to manage product development, sales, support and marketing

Vice President of Information and Learning Technologies

HAI Group, Cheshire, CT | September 2007 to April 2011

Housing Television Network | Leader | September 2007 to April 2011

- Lead a team that developed on-line learning content and certifications for public and affordable housing organizations. Provided content on property management public housing, Section 8, and general HUD compliance. Dramatically expanded usage and customer base through better learning techniques, relevant content, and partnerships with content providers.



Julie Hartlé

Senior Consultant & Trainer

EXPERTISE

- ✓ Technical Advisor
- ✓ Regulatory Compliance
- ✓ Fair Housing
- ✓ Housing Choice Voucher
- ✓ Public Housing
- ✓ Professional Development

EDUCATION

University of California | Irvine, CA

Juris Doctor

Wellesley College | Wellesley, MA

Bachelor of Arts, Chinese Studies

CERTIFICATIONS

Housing Choice Voucher Specialist

Public Housing Specialist

FSS Housing Specialist

Fair Housing and Reasonable Accommodation

PROFILE

Ms. Julie Hartlé has been a trainer and consultant with NMA since 2008. Julie has in-depth knowledge of HUD regulations, particularly related to the HCV and public housing programs. Julie has trained hundreds of housing authority staff and agencies ranging in size from small operations to the largest agency in the country. Prior to joining NMA, Julie worked as an international bilingual trainer (English/Chinese) for several technology companies. She is experienced in curriculum development and documentation, including online technology guides.

EXPERIENCE

Senior Consultant

Nan McKay & Associates, Inc., El Cajon, CA | Oct. 2017 to Present

- CDBG-DR team for Harris County, Texas--allocating \$1.2+ billion dollars in CDBG-DR grants from HUD.
- Fair Housing compliance expert.

Project: State of South Carolina

Provided professional grant management services to the State of South Carolina for oversight and compliance of federal funds received in response to COVID-19 through the CARES Act:

- Developed strategy for State of South Carolina's response using a current state assessment and prioritization based on funding.
- Assisted in the development of the SC CARES Program and the State's Non-Profit and Small Business Assistance Programs.
- Established policies, procedures, and documentation for the end-to-end grants management process.
- Developed reporting and documentation processes in accordance with federal funding requirements.
- Managed a team responsible for developing the program guidelines, standard operating procedures, templates, and forms required for the SC CARES Program and Non-Profit and Small Business Assistance Programs.
- Provided oversight to the intake team and provided assistance in the review, approval, or denial of all subrecipient and beneficiary funding requests.
- Provided as-needed technical assistance and training to the State on federal regulatory compliance.
- **CONTACT:** To be provided upon request.

Project: State of South Dakota

Provided professional grant management services to the State of South Carolina for oversight and compliance of federal funds received in response to COVID-19 through the CARES Act:

- Established policies, procedures, and documentation for the end-to-end grants management process.
- Provided strategic planning and program development, program administration, and developed recordkeeping and reporting procedures.

CONTACT INFORMATION

- Conducted intake, review, and approval or denial of all subrecipient funding requests.
- Developed a comprehensive compliance monitoring program and provided oversight over all compliance monitoring activities.
- Identified funding and eligibility requirements of federal funding available in response to COVID-19 and developed strategy for State of South Dakota's response using a current state assessment and prioritization based on funding.
- Provided as-needed technical assistance and training on federal regulatory compliance.
- **CONTACT:** To be provided upon request.

Project: Harris County, Texas

Provided program strategy, planning, and execution for the monitoring and compliance of Harris County COVID-19 CRF programs:

- Provided legislative analyses, technical assistance, and program development.
- Provided research and recommendations on effective non-profit partners to act as program administrators for the County's various COVID related recovery programs.
- Established compliance and monitoring structures for both the Small Business Relief Program and the Rental Assistance Program, which included developing compliance and monitoring checklists, testing checklists, and monitoring reporting dashboards for review of the Small Business Relief Program.
- **CONTACT:** To be provided upon request.

Project: Harris County, Texas | Role: Consulting Manager | Present

- NMA, in support of the Guidehouse team, is assisting Harris County with programming related to Harris County's COVID-19 Relief funding and related grants. In addition to legislative analyses, technical assistance, and program development, NMA has assisted with the identification of non-profit partners to act as program administrators, for various COVID related recovery programs. NMA has established compliance and monitoring structures for both the Small Business Relief Program, and the Rental Assistance Program.
- Developed compliance and monitoring checklists, testing checklists, and monitoring reporting dashboards for review of the Small Business Relief Program.
- Conducted initial risk review of subrecipient administrator

Harris County CDBG DR | Senior Consultant | January 2018-Present

- CDBG-DR regulatory and FR notice compliance
- Fair Housing compliance
- Created and implemented: action plans, memoranda of understanding with direct recipient, community outreach plan, affirmatively furthering fair housing plan, program guidelines, and standard operating procedures
- Eminent domain analysis using federal requirements and state law
- Responded to public comment
- Created policies and procedures for all housing-related disaster relief projects
- Conducted CDBG-DR program training
- Conduct community outreach and outreach with community stakeholders

[REDACTED]

FHEO Mobility Toolkit | Senior Consultant | *October 2017 – February 2018*

- Subject Matter expert advising HUD contractors on elements of Housing Choice Voucher Program, Fair Housing law, and best practices in housing counseling.

[REDACTED]

Administrative Plan Update | Senior Consultant | *November 2017-December 2017*

- Overhauled and updated Housing Choice Voucher Administrative Plan with managing staff at Panhandle Community Services
- Created new procedures with management team to ensure regulatory and Fair Housing compliance

[REDACTED]

Law Clerk

Public Law Center, Housing and Veterans' Services Department | Oct. 2015 to Aug. 2016

- Law Clerk Assisting lead attorneys in low-income housing litigation with special emphasis on veterans' housing needs.

Housing Defense and Veterans' Rights Defense | Law clerk | *October 2015 – August 2016*

- Drafted motions for clients in unlawful detainer proceedings, represented clients in housing authority administrative hearings, drafted reasonable accommodation letters and demand letters to landlords and property management.
- Conducted research for housing impact litigation, organized and notated evidence in discovery, organized evidence for depositions, interviewed potential plaintiffs for impact litigation, identified and contacted experts for impact litigation.

[REDACTED]

Consultant


Nan McKay & Associates, Inc., El Cajon, CA | Aug. 2012 to Oct. 2017

- Expert in laws, regulations, and best practices in the field of HUD low-income housing programs including public housing, the Housing Choice Voucher Program, the Family Self-Sufficiency Program, and other HUD offerings. Working on a contract basis.
- Analyzed low-income housing program administration for housing authorities across the nation. Identified areas of inefficiency and regulatory noncompliance and worked with management to create plans for improving performance and compliance.
- Served as Interim Admissions Manager for the Housing Choice Voucher Program (5,000+ vouchers in size) at the Charlotte Housing Authority in North Carolina.




Trainer

Nan McKay & Associates, Inc., Chicago, IL | June 2008 to Aug. 2012

- Trained and certified thousands of housing authority staff across the nation in the laws, regulations, and best practices for HUD low-income housing programs.
 - Created and conducted multiple custom trainings for the Chicago Housing Authority, Housing Authority of the County of Los Angeles, and the New York City Housing Authority.
 - Conducted quality control on housing authority files to ensure compliance with HUD requirements.
 - Twice recognized as Employee of the Quarter.
 - Awarded for outstanding training performance in 2012.
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Software Training Content Developer/Business Analyst

Irdeto Software, Carlsbad, CA | March 2006 to June 2008

- Created business requirements for custom product releases for global clients.
 - Successfully conducted software analysis and training for multimillion-dollar media conglomerate in India.
 - Designed and created hundreds of online training materials, style guides, presentations, and demonstrations.
- 

Jose Cotto

Senior Software Engineer

EXPERTISE

- ✔ Information Technology
- ✔ System Architecture
- ✔ Business Intelligence

EDUCATION

University of Phoenix | Puerto Rico
*Master of Business Administration,
Technology Management*

University of Puerto Rico | Puerto Rico
*Master of Science, Software
Engineer*

University of Puerto Rico | Puerto Rico
*Bachelor of Science, Computer
Science*

CERTIFICATIONS

HCV Housing Specialist

Housing Quality Standards (HQS)
Specialist

CONTACT INFORMATION



PROFILE

Mr. Cotto has been with Nan McKay & Associates (NMA) since 2016], and has served as an Innovative strategic IT business leader and experienced programmer analyst with proven success designing, developing and implementing small, medium and large scale technology solutions. He has an extensive knowledge in high-level web development tools, solutions and approaches. Mr. Cotto is recognized as an energetic and persuasive team leader, technical problem solver, strong and influential communicator, and collaborative negotiator with strong integrity and work ethic

EXPERIENCE

Senior Software Engineer & Architect

Nan McKay & Associates Inc., EL Cajon, CA | 2019 to Present

Project: Harris County, Texas

Provided program strategy, planning, and execution for the monitoring and compliance of Harris County COVID-19 CRF programs:

- Provided legislative analyses, technical assistance, and program development.
- Provided research and recommendations on effective non-profit partners to act as program administrators for the County's various COVID related recovery programs.
- Established compliance and monitoring structures for both the Small Business Relief Program and the Rental Assistance Program, which included developing compliance and monitoring checklists, testing checklists, and monitoring reporting dashboards for review of the Small Business Relief Program.
- **CONTACT:** To be provided upon request.

Project: City of Miami, Florida ERAP

NMA manages over 15,000 HCV contracts for Miami-Dade County Public Housing & Community Development (PHCD), including 193 homeownership vouchers and 180 families participating in the FSS program. We earned SEMAP High Performer status for three (3) consecutive years with no single file audit findings. We increased utilization to over 99%, overall file accuracy to over 90%, customer satisfaction to over 90%, and owner participation in the program by over 30%. NMA utilizes the Emphasys Elite software system in the day-to-day administration of the PHCD's HCV program. NMA also provided experienced resources to review and determine eligibility for over 8,000 families who applied under Miami-Dade's Emergency Rental Assistance Program (ERAP). In addition, NMA provides full-service call center support for the PHCD's HCV and ERAP programs.



Project: State of New Jersey ERAP | November 2020 to Present NMA has assisted the New Jersey Department of Community Affairs (DCA) with the design, operation, and implementation of their recent COVID Emergency Rental Assistance Program (CVERAP). NMA provided a full lifecycle technology solution that leveraged our proprietary processing system, which is an application hosted on the secure Azure platform and powered by Podio's CRM system, stored with Amazon Web Services and backed up in separate AWS datacenter, guaranteeing continuity and ironclad security. The seamless applications process allowed for

the distribution of over \$90 million in CVERAP assistance to New Jersey residents. In addition to providing ongoing programmatic design and technical assistance, the NMA team provided and oversaw:

- Program management and staffing, which included rapid surge staffing of approximately 300 resources
- Programmatic quality control and quality assurance
- Case management, intake, and eligibility activities
- Ongoing technical assistance related to the CARES Act and COVID funding
- Establishment, staffing, and operation of a full-service call center.

Project: State of Massachusetts ERAP | October 2020 to Present

The State of Massachusetts Department of Housing and Community Development (DHCD) engaged Accenture to evaluate the causes of a large backlog in application processing for the Residential Assistance for Families in Transition (RAFT) program that would enable families to pay their rent and utilities while experiencing a hardship. We provided management and operations support to the largest Regional Administrative Authority (RAA) processing RAFT applications: Metro Housing Boston (MHB), among others, to help eliminate the backlog and prevent it from recurring. We also evaluated several other RAAs that had started reporting significant backlogs as well and provided operational support and process improvement to increase efficiencies. In addition, we provided the overall PMO for the Eviction Diversion Initiative, process redesign, and embedded operational/implementation support with select RAAs. Furthermore, we partnered with Nan McKay & Associates to provide operational surge capability for processing of backlog applications in order to get assistance to families in a timely and efficient manner.

Project: City of Tulsa ERAP | August 2020 to Present

NMA has assisted the Tulsa Housing Authority (THA) with the design, operation, and implementation of their recent COVID Emergency Rental Assistance Program (ERAP). NMA worked closely with the City of Tulsa, the THA, and a local nonprofit, Restore Hope. Together, we assisted in the distribution of approximately \$40 million in rental assistance to residents. NMA provided for all program management, case management, intake and eligibility, quality control and quality assurance, and financial oversight for ERAP. Additionally, NMA provided for ongoing technical assistance related to the CARES Act and COVID funding. NMA deployed a full lifecycle technology solution that leverages our proprietary processing system, which is an application hosted on the secure Azure platform and powered by Podio's CRM system, stored with Amazon Web Services and backed up in separate AWS datacenter, guaranteeing continuity and ironclad security. Our team also ran a full-service call center to support and promote the ERAP program.

Senior IT Consultant

AMA Consulting Group LLC, Miami, FL | November 2016 to December 2017

- Maintained existing web applications.
- Provided support for AWS Server instances

- Verified cross-browser, cross-platform, and/or cross-device compatibility for inconsistencies

Senior Programmer Analyst & Tech Lead

AMA Consulting Group LLC, Orlando, FL | January 2012 to October 2016

- Participated in the entire Software Development Life Cycle (SDLC) gathering technical and business requirements directly from clients in order to fully understand the needs of the end-users regarding how the application is to be constructed for various clientele and internal projects.
- Lead the analysis of requirements, technical design and integrate a test simulator/assembler, bulk test management, didactic material, students and grades record keeping, and administrative support
- Programmed the front-end and back-end of all application and programs implemented by the company using various technologies such as ASP.NET, C#, Web Forms/MVC5, Web API, SQL, SOAP, REST, XML, JSON, HTML5, CSS3, JavaScript, jQuery, LINQ, Team Foundation Server (TFS) 2010 and SQL Server as a database. Foundation Server (TFS) 2010 and SQL Server as a database.
- Constructed an VMS (Vendor Management System) based on C#, ASP.NET, MVC, Web API 2.0, REST, T-SQL and SQL Server to help managers and staff reconcile the accounting and finance discrepancies in the San Francisco Housing Authority displaying real-time dashboards and reports with financial information from two different accounting software
- Programmed the Online Reexam Portal platform that provides digital forms, documents and resources to people that receive federal subsidize housing, under programs such as Section 8 and Public Housing utilizing ASP.NET, C#, Web Forms, Web API 2.0, Telerik Framework, SQL Server 2012, T-SQL, LINQ, JSON, XML, SOAP, HTML5, CSS3, and jQuery.
- Developed software for the Puerto Rico Housing Choice Voucher program to accept online waiting list applications.
- Ensured that high quality processes and best practices were followed by using continuous improvements methodologies in addition to reviewing and providing feedback on all tech designs, architectural decisions, and technology discussions.
- Provided specialized support to users and maintained the company's electronic data processing apps.
- Programmed the Online Reexam Portal platform that provides digital forms, documents and resources to people that receive federal subsidize housing, under programs such as Section 8 and Public Housing utilizing ASP.NET, C#, Web Forms, Web API 2.0, Telerik Framework, SQL Server 2012, T-SQL, LINQ, JSON, XML, SOAP, HTML5, CSS3, and jQuery.

Programmer Analyst

Reach Media Solutions Inc., Puerto Rico | March 2011 to December 2011

- Coordinated IT related activities as a consultant of the company
- Performed project management activities for local municipalities and government entities.
- Programmed the Online Document Management System using various technologies such as Apache, PHP, MySQL, SOAP Web Services, AJAX, JSON, XHTML, CSS3, and jQuery for the Municipality of Aguas Buenas, Puerto Rico.
- Served as a development team leader managing activities for UX/UI designers, web-masters and developers in addition to participating in the full SDLC from

initial requirements gathering to coding and implementation in order to produce database-enabled desktop, web and mobile applications.

- Utilized ASP.NET, C#, Web Forms, SOAP, Telerik Framework, ASO.NET (EF), JSON, XML, HTML5, CSS3, jQuery, AJAX, and SQL Server 2008 to produce the HCV (Section 8) Waiting List Management Portal.

Programmer Analyst

JL Marketing Firm, Puerto Rico | May 2009 to March 2011

- Supervised the Internet Marketing Team and served as the development team leader on major internet marketing-oriented, CMS, CRM and online booking systems for resorts in Puerto Rico and BVIs.
- Generated the Website for American Health Medicare using Apache, PHP, MySQL, SOAP Web Services, AJAX, JSON, XHTML, CSS, and jQuery providing provided a content management system (CMS) for managers and the marketing department.
- Analyzed, designed, and implemented web-based information systems, such as the e-Commerce Portal for Nido Group, using technologies such as PHP, MySQL, SQL Server 2005, ASP.NET C#, VB.NET, SQL Server, WordPress and Joomla, HTML, CSS, JavaScript, jQuery, MooTools, and PHP Nuke.
- Collected design and development requirements from both, clients and designers.
- Performed integrations with multiple API extensions and tools such as Twitter, Facebook, Google Maps, ShareThis and others.
- Integrated advertising systems and APIs such as Google AdSense and Outbrain.
- Identified cross functional browser capabilities issues and developed ways to work around them.
- Monitor user activities using Google Analytics.
- Maintained a good understanding of SEO principles and ensure that applications would adhere to them.
- Prepared and maintained basic graphic design elements by using tools such as Gimp and Photoshop.

Programmer Analyst

Trans-Oceanic Life Insurance Company (TOLIC), Puerto Rico | February 2008 to May 2009

- Prepared business requirements, feasibility analysis and SRS's for new projects and developments.
- Developed database-enabled desktop/web applications and internal operations platforms using Microsoft Technologies such as ASP.NET, VB.NET, SOAP, XHTML, CSS3, jQuery, SSRS, Oracle (Oracle Forms and DBMS) and MS SQL Server.
- Administered the configuration of version control and change management software.
- Served as the change request coordinator between TOLIC and consultants on selected IT projects including Insurance Portfolio Data Migration for Universal Insurance that migrated health policy portfolio data using T-SQL, PL/SQL, SQL Server, and Oracle.
- Responsible for the design and development of a rules-based insurance web and mobile systems.



Jacqueline Stout
Senior Consultant

EXPERTISE

- ✔ Disaster Recovery & Resilience
- ✔ Strategic Planning
- ✔ CDBG-DR Grant Administration
- ✔ Federal Procurement
- ✔ Regulatory Compliance
- ✔ Operational Efficiencies
- ✔ Stakeholder Engagement

EDUCATION

University of Illinois at Chicago |
Chicago, IL
Bachelor of Arts, Political Science

CERTIFICATIONS

Public Housing Rent Calculation

CONTACT INFORMATION

PROFILE

Jacqueline is a Senior Consultant at Nan McKay & Associates (NMA) with experience providing disaster recovery grants management, program management, monitoring and compliance, strategic planning, and development of program guidelines and standard operating procedures.

Jacqueline specializes in collaborating with clients to develop and implement improved operational processes and ensure client compliance with local, state, and federal regulations. Jacqueline's expertise is in federal procurement and regulatory compliance, grants management, and policy analysis and development.

EXPERIENCE

Senior Consultant

Nan McKay & Associates, El Cajon, CA | March 2018 to Present

- Provides overall grants strategy, management, administration, and technical assistance for CARES Act, CDBG-DR, FEMA Public Assistance, and other funding sources.
- Performs program design, action plan development, process improvement, and provides realistic and effective recommendations for overall best practices.
- Collaborates with federal, state, and local entities, conducts stakeholder outreach, and provides training.
- Analyzes and develops improved and federally compliant procurement processes and strategies.

Project: State of South Carolina

Provided professional grant management services to the State of South Carolina for oversight and compliance of federal funds received in response to COVID-19 through the CARES Act:

- Developed strategy for State of South Carolina's response using a current state assessment and prioritization based on funding.
- Assisted in the development of the SC CARES Program and the State's Non-Profit and Small Business Assistance Programs.
- Established policies, procedures, and documentation for the end-to-end grants management process.
- Developed reporting and documentation processes in accordance with federal funding requirements.
- Managed a team responsible for developing the program guidelines, standard operating procedures, templates, and forms required for the SC CARES Program and Non-Profit and Small Business Assistance Programs.
- Provided oversight to the intake team and provided assistance in the review, approval, or denial of all subrecipient and beneficiary funding requests.
- Provided as-needed technical assistance and training to the State on federal regulatory compliance.
- **CONTACT:** To be provided upon request.

Project: State of South Dakota

Provided professional grant management services to the State of South Carolina for oversight and compliance of federal funds received in response to COVID-19 through the CARES Act:

- Established policies, procedures, and documentation for the end-to-end grants management process.
- Provided strategic planning and program development, program administration, and developed recordkeeping and reporting procedures.
- Conducted intake, review, and approval or denial of all subrecipient funding requests.
- Developed a comprehensive compliance monitoring program and provided oversight over all compliance monitoring activities.
- Identified funding and eligibility requirements of federal funding available in response to COVID-19 and developed strategy for State of South Dakota's response using a current state assessment and prioritization based on funding.
- Provided as-needed technical assistance and training on federal regulatory compliance.
- **CONTACT:** To be provided upon request.

Project: Harris County, Texas

Provided program strategy, planning, and execution for the monitoring and compliance of Harris County COVID-19 CRF programs:

- Provided legislative analyses, technical assistance, and program development.
- Provided research and recommendations on effective non-profit partners to act as program administrators for the County's various COVID related recovery programs.
- Established compliance and monitoring structures for both the Small Business Relief Program and the Rental Assistance Program, which included developing compliance and monitoring checklists, testing checklists, and monitoring reporting dashboards for review of the Small Business Relief Program.
- **CONTACT:** To be provided upon request.

Project: Grant Assessment, Strategy Formulation and Maximization of CARES Act funding for State of South Carolina | Role: Subject Matter Expert | June 2020 to Present

- Identify funding and eligibility requirements of federal funding available in response to COVID-19 and develop strategy for State of South Carolina's response using a current state assessment and prioritization based on funding.
- Establish the policies, procedures, and documentation for the end-to end grants management process.
- Provide as-needed technical assistance and training on federal regulatory compliance.

Project: COVID-19 Support Services for Cook County, IL | Role: Associate II | May 2020 to Present

- Review, analysis, and recommendation of best practices for Cook County Purchasing and Procurement Procedures and contract templates in relation to COVID-19 expenditures.
- Provide as-needed technical assistance and training on federal regulatory compliance.

Project: COVID-19 Support Services for Tarrant County, TX | Role: Associate II | May 2020 to Present

- Review, analysis, and recommendation of best practices for Tarrant County Purchasing and Procurement Procedures and contract templates in relation to COVID-19 expenditures.
- Provide as-needed technical assistance and training on federal regulatory compliance.

Project: Rapid Assessment of Internal Policies and Procedures for COVID-19 Response for City of Albuquerque, NM | Role: Associate II | April 2020 to Present

- Evaluate current policies and procedures and recommend overall best practices to ensure compliance with requirements of various federal funding sources.

Project: Hurricane Harvey FEMA-PA & Other Grant Administration for Harris County, TX | Role: Associate II | June 2018 to Present

- Overall grants management and program administration of HUD CDBG-DR, FEMA Public Assistance, and other funding sources.
- Procurement guidance and training, development of guidelines and standard operating procedures, oversight and regulatory compliance, project and grant closeout activities, stakeholder and public outreach activities, and providing technical assistance and training on federal regulatory compliance.

Project: Professional Administrative Support Services for City of Joplin CDBG-DR | Role: Consultant | March 2018 to September 2018

- Provided program administration, developed updated policies and procedures, performed risk assessment, identified technical, financial, and regulatory risks, assisted with HUD and other State audit visits, performed regular compliance reviews of CDBG-DR funded projects assessment, and developed written and verbal briefings on CDBG-DR compliance related issues, and providing training to City staff and vendors on CDBG-DR compliance.

Quality Assurance Manager

The Habitat Company, Chicago, IL | July 2016 to March 2018

- Supervised all quality assurance and procurement activities within the Habitat Affordable Group for over 10,000 affordable and public housing units.
- Oversaw all capital improvement projects and construction processes, provided project management, negotiated contract modifications and extensions, and monitored all aspects of the terms of a contract.
- Analyzed and developed procurement and onboarding training processes, ensuring consistent management practices and increased compliance with federal regulations.
- Maintained strong focus on cost efficiency to achieve operational goals.
- Implemented and managed an internal Section 3 Hiring Process.
- **CONTACT:** To be provided upon request

Associate Resource Manager

Razorfish, Chicago, IL | August 2015 to July 2016

- Supported the Resource Management team to ensure that projects are staffed and employees utilized to the best advantage for the client.

- Communicated assignment and deliverable information to project management and client teams.
- Performed resource planning and allocation and secured future work opportunities.
- **CONTACT:** To be provided upon request

Procurement Specialist

The Habitat Company, Chicago, IL | September 2014 to August 2015

- Managed all outsourced services and supplies for Chicago and St. Louis public housing properties.
- Improved company compliance with Housing and Urban Development (HUD) procurement and compliance requirements.
- Supervised procurement cycle from inception to close out, including conducting outreach, generating estimates, evaluating and analyzing bid responses, and awarding over \$2M in contracts within one fiscal year.
- Monitored vendor relationships, promoted the use of MWDBE and Section 3 businesses, and ensured vendor compliance with federal labor laws.
- **CONTACT:** To be provided upon request

Program Auditor

Chicago Low-Income Housing Trust Fund, Chicago, IL | May 2013 to September 2014

- Managed Rental Subsidy Program agreements and evaluated contracts for compliance.
- Assisted with special projects, including the Streets to Home Initiative and the Multi-Year Affordability through Upfront Investment program (MAUI).
- Conducted assessments of tenant income verification forms, calculated tenant rent, and identified housing for applicants.
- Analyzed programs and initiatives, drafted annual reports, and maintained internal inspection databases.
- **CONTACT:** To be provided upon request



Stephanie Machuca

Consulting and Technical Assistance

EXPERTISE

- ☑ Project Manager
- ☑ Consulting

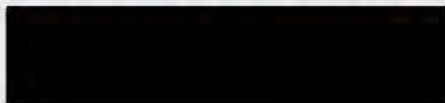
EDUCATION

Yale Executive Women Leadership Certificate

CERTIFICATIONS

Executive HCV Manager
 Public Housing Manager
 HQS Inspector
 HCV Specialist
 Contract and Procurement

CONTACT INFORMATION



PROFILE

Ms. Rosario-Machuca brings over 20 years of experience providing strategic responses to urgent matters regarding; programs, portfolio management, human capital, change management, and organizational effectiveness, financial management, information technology, and data analytics support services. Ms. Machuca is native to Puerto Rico, fully bilingual in English and Spanish. Her professional career has been dedicated to compliance of federal rules and regulations through federally subsidized programs to ensure that they are compliant with all federal regulations, often called in as an expert in urgent and time sensitive matters with technical precision. She has constantly excelled with her public speaking abilities and the ability to take complex matter and teach them in simple yet applicable ways. She has a wealth of experiential knowledge in creating elite quick responding teams who maintain consistent accuracy through change. Her extensive experience covers audits of grant programs, policy reviews, and implementation of compliance procedures that education cannot provide.

EXPERIENCE

Consulting and Technical Assistance

Nan McKay & Associates, Inc, El Cajon, CA | 2013 to Present

Project: State of South Carolina | *Role:* Project Support Advisor]

Provided professional grant management services to the State of South Carolina for oversight and compliance of federal funds received in response to COVID-19 through the CARES Act:

- Developed strategy for State of South Carolina’s response using a current state assessment and prioritization based on funding.
- Assisted in the development of the SC CARES Program and the State’s Non-Profit and Small Business Assistance Programs.
- Established policies, procedures, and documentation for the end-to-end grants management process.
- Developed reporting and documentation processes in accordance with federal funding requirements.
- Managed a team responsible for developing the program guidelines, standard operating procedures, templates, and forms required for the SC CARES Program and Non-Profit and Small Business Assistance Programs.
- Provided oversight to the intake team and provided assistance in the review, approval, or denial of all subrecipient and beneficiary funding requests.
- Provided as-needed technical assistance and training to the State on federal regulatory compliance.

CONTACT: To be provided upon request.

Project: Harris County, Texas | *Role:* Project Support Advisor

Provided program strategy, planning, and execution for the monitoring and compliance of Harris County COVID-19 CRF programs:

- Provided legislative analyses, technical assistance, and program development.
- Provided research and recommendations on effective non-profit partners to act as program administrators for the County’s various COVID related recovery programs.

- Established compliance and monitoring structures for both the Small Business Relief Program and the Rental Assistance Program, which included developing compliance and monitoring checklists, testing checklists, and monitoring reporting dashboards for review of the Small Business Relief Program.
- **CONTACT:** To be provided upon request.

Project: City of Miami, Florida ERAP | Role: Project Support Advisor | 2014 to 2024

NMA manages over 15,000 HCV contracts for Miami-Dade County Public Housing & Community Development (PHCD), including 193 homeownership vouchers and 180 families participating in the FSS program. We earned SEMAP High Performer status for three (3) consecutive years with no single file audit findings. We increased utilization to over 99%, overall file accuracy to over 90%, customer satisfaction to over 90%, and owner participation in the program by over 30%. NMA utilizes the Emphasys Elite software system in the day-to-day administration of the PHCD's HCV program. NMA also provided experienced resources to review and determine eligibility for over 8,000 families who applied under Miami-Dade's Emergency Rental Assistance Program (ERAP). In addition, NMA provides full-service call center support for the PHCD's HCV and ERAP programs.

Project: State of New Jersey ERAP | Role: Project Support Advisor | November 2020 to Present

NMA has assisted the New Jersey Department of Community Affairs (DCA) with the design, operation, and implementation of their recent COVID Emergency Rental Assistance Program (CVERAP). NMA provided a full lifecycle technology solution that leveraged our proprietary processing system, which is an application hosted on the secure Azure platform and powered by Podio's CRM system, stored with Amazon Web Services and backed up in separate AWS datacenter, guaranteeing continuity and ironclad security. The seamless applications process allowed for the distribution of over \$90 million in CVERAP assistance to New Jersey residents. In addition to providing ongoing programmatic design and technical assistance, the NMA team provided and oversaw:

- Program management and staffing, which included rapid surge staffing of approximately 300 resources.
- Programmatic quality control and quality assurance
- Case management, intake, and eligibility activities
- Ongoing technical assistance related to the CARES Act and COVID funding
- Establishment, staffing, and operation of a full-service call center.

Project: State of Massachusetts ERAP | October 2020 to Present

The State of Massachusetts Department of Housing and Community Development (DHCD) engaged Accenture to evaluate the causes of a large backlog in application processing for the Residential Assistance for Families in Transition (RAFT) program that would enable families to pay their rent and utilities while experiencing a hardship. We provided management and operations support to the largest Regional Administrative Authority (RAA) processing RAFT applications: Metro Housing Boston (MHB), among others, to help eliminate the backlog and prevent it from recurring. We also evaluated several other RAAs that had started reporting significant backlogs as well and provided operational support and process improvement to increase efficiencies. In addition, we provided the overall PMO for the Eviction Diversion Initiative, process redesign, and embedded operational/implementation support with select RAAs. Furthermore, we partnered with

Nan McKay & Associates to provide operational surge capability for processing of backlog applications in order to get assistance to families in a timely and efficient manner.

Independent Contractor for Housing Auth. Nationwide
AMA Consulting Group, City, State | 2010 to Present

HCV and PH Manager
Sanford Housing Authority, Sanford, FL | 2000 to 2003

Project: State of New Jersey Rental Assistance Program | Project Manager

- Oversee the disbursement of 90 Million ERA, with reviewing over 47k applications in a 90-day period

Project: Municipality of Trujillo Alto | Federal Subsidies Expert

- Provide technical expert advice and technical assistance in the areas of federal subsidies and community initiatives
- Assisted with the Emergency Response for COVID-19 and establishing a successful remote working environment for Municipal staff

Project: Municipality of Gurabo | Federal Subsidies Expert

- Provide technical expert advice and technical assistance in the areas of federal subsidies
- Assisted agency in increasing their HCV reporting rate from 91% to 97%

Project: Gainesville Housing Authority | Federal Subsidies Expert

- Successfully managed to implement a system that removed all of their delinquent inspections and got them to 120 days ahead of schedule
- Ongoing monitoring of HQS Inspections and Quality Control
- Under a special project assisted agency with PIC and was able to increase their reporting rate to 98% with hands on technical assistance and training

Project: Puerto Rico Department of Housing | Assistant Project Manager

- Assist in the oversight of all leasing activities for public housing relocation families into the Housing Choice Voucher Program to ensure policies are followed and in full compliance
- Ensure quality control of all transactions processed

Project: Mesilla Valley Public Housing Authority | Assistant Project Manager

- Held Assistant Program Manager Role in the Sanford, Florida office
- Creation and management of new systems to ensure a high level of productivity and accuracy. Implemented programs by establishing a processing team of all annual re-certifications, interim re-certifications, lease-up and portability billing from an office located outside of Las Cruces, New Mexico

Project: Chicago Housing Authority | Federal Subsidies Expert

- Provided audits and correction services to include both MTW and non-MTW
- Developed training manual and trained staff on common PIC errors and corrections
- Assisted the agency to strategically implement policies and procedures for PIC

Project: District of Columbia Housing Authority | Federal Subsidies Expert

- Lead the data cleanup of the PIC system to ensure compliance with HUD for both Public
- Developed a customized Procedures Manual for both PH and HCV staff YZ
- Provided complete day-to-day assessment of the Housing Choice Voucher Program
- Assisted in the training of 50 employees in Customer Service Techniques, Time Management Techniques, and Specialization of Programs, as well Housing Choice Voucher Program basics

Project: Gary Housing Authority, IN | Federal Subsidies Expert

- Contracted to improve Reporting Rate with high level of success to ensure compliance with federal guidelines
- Succeeded in bringing the PIC Reporting Rate to 100% in one week

Project: Sanford Housing Authority, Sanford, FL | Housing Professional

- Designed corrective action plans and conducted operational assessments by through document and process auditing
- Successfully moved agency from SEMAP Troubled to SEMAP High Performer
- Successfully increased HCV's Reporting Rate to 100%
- Successfully recovered over \$60,000 in repayment agreements for overpaid subsidies
- Served as Compliance Officer for both Public Housing and Section 8 Department
- Assisted in litigation complaints and hearings for the Public Housing Program
- Assisted staff in the day-to-day operation of the Public Housing Program and HCV Program
- Wrote and updated the Administrative Plan

Project: Tampa Housing Authority, Tampa FL | Federal Subsidies Expert

- Supported all operational improvement needs and initiatives within the Housing Choice department
- Provided ongoing support in the design and implementation of new operational procedures and processes
- Successfully assisted in moving agency from Near Troubled to High Performer
- Income and Rent Calculation training for the Public Housing Program staff
- Completed Income and Rent Calculation training for the Public Housing Program staff

Project: New Haven Housing Authority, New Haven, CT | Federal Subsidies Expert

- Assisted in the development and implementation of a successful RIM Corrective Action to ensure validation of information
- Efforts resulted in a successful Audit

Project: Indianapolis Housing Agency, Indianapolis, IN | Federal Subsidies Expert

- Provided Technical Assistance for Housing Choice Voucher Program
- Trained, supervised, and evaluated staff



Christina Quinones
VP of Operations

EXPERTISE

- ☑ COVID Relief Programs
- ☑ HUD Funding Programs
- ☑ Real Estate & Property Management
- ☑ Budgeting & Forecasting
- ☑ Advanced Analytics

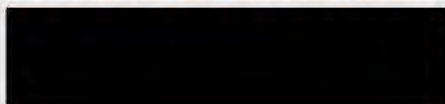
EDUCATION

San Diego State University | San Diego, CA
Business Administration

CERTIFICATIONS

Certified HCV Specialist
Certified HCV Rent Calculation Specialist
Certified Financial Management Specialist
Texas Real Estate License

CONTACT INFORMATION



PROFILE

Christina is a results-oriented professional, whose drive and sense of urgency are tempered and disciplined by a strong concern for the accuracy and quality of the details of any work for which they are responsible. Approach to any work done will be based on thorough analysis and detailed knowledge of all pertinent facts. Christina's professional career has been dedicated to creating the path of improvement and the maximization of resources. With the proven track record to easily spot trends in data or figure out how complex systems work to effectively make decisions and move through real or perceived barriers quickly. Her experience covers Accounting, Public Housing, Housing Choice Voucher Program, Real Estate Transactions, and COVID Relief.

EXPERIENCE

VP Operations, Project Management

AMA Consulting Group, LLC Lake Mary, FL |

NJ Emergency Rental Assistance Program (ERAP)

- Provided strategic and project planning support for the NJ ERAP.
- Prepared ongoing analytical reports and data reconciliations for budgeting and forecasting purposes.
- Assisted in managing and coordinating various program activities to ensure timely completion of program goals.

Harris County Direct Assistance Program (DAP)

- Served as the Monitoring and Quality Assurance Team Lead, responsible for assessing quality and performance of the Program Administrator for the Harris County COVID Direct Assistance Program.
- Reviewed program policies, procedures, as well as interviewing key program staff to assess how well the program administrators were following established program rule, regulations, policies and procedures.
- Managed a team of 6 quality assurance testers, coordinated and reported on the activities performed by the testers.
- Prepared ongoing monitoring and compliance reporting for client.

SC CARES Coronavirus Relief Fund Grant Administration Project

- Served as Project Manager leading and organizing the 25 AMA personnel working a project with 50+ and coordinating with our Client and Partner Companies.
- Served as a technical team lead within the project ensuring production quality and quantity in processing the grant applications.

Prior Relevant Projects

Project Manager – Miami Dade Housing Authority, Miami, Florida

- Serves as Project Manager for the remote customer service call center project along within managing team of remote back up processors assisting with the day to day processing of move requests.
- Ensures quality performance of team and supervisors maintaining strict adherence to agency's performance standards.

Project Manager - San Francisco Housing Authority, San Francisco, California

- Serves as project manager for the remote processing of backlog interim recertifications.
- Manages a team of housing specialists and quality control specialist, assisting the agency with ongoing Landlord HAP ledger reviews and reconciliations.
- Provides supportive services in indexing backlog documentation.

Project Manager - Municipality of Trujillo Alto Department of Housing, Trujillo Alto, Puerto Rico

- Serves as consultant to the agency, providing technical assistance in the areas of program management, VMS and financial management, and quality control.
- Assists agency with resiliency plan in converting to a completely remote environment.

Project Manager - Lakeland Housing Authority, Lakeland, Florida

- Manage inspectors and support team in the execution of conflict unit and quality control inspections.
- Provided Quality Control services for SEMAP audits.
- Served as Project Manager for the 2019/2020 Relocation Project, managing the process of relocating 57 families from Public Housing to the Housing Choice Voucher Program
- Serve as Project Manager for the ongoing annual recertification's for the HCV and Public Housing Programs.
- Provide consulting services and technical support on administrative policies and procedures.
- Perform ongoing Quality Control of the HCV and Public Housing annual recertification's.
- Prepare comprehensive monthly reports and data analysis for PHA management and personnel.
- Process annual recertification's for the Public Housing Program

Financial/Accounting Support - Tallahassee Housing Authority, Tallahassee, Florida

- Provided financial and accounting support to include cash account reconciliations and VMS review and analysis.

Financial/Accounting Support - Park City Communities, Bridgeport, Connecticut

- Provided financial and accounting support to include cash account reconciliations and data analysis.
- Prepared recommended procedures for accounting processes.

Financial/Data Analyst - San Francisco Housing Authority, San Francisco, California

- Completed reconciliation and comparison of data being reported in their operating software vs. IMS-PIC system.
- Prepared various program system analyses to include late re-exams and inspections data.

Housing Professional - Municipality of Gurabo Alto Department of Housing, Gurabo, Puerto Rico

- Reviewed and assessed HCV Program Files for compliance with program policies and Federal, State, and local regulations.
- Currently reviewing and reconciling program financials to ensure compliance with VMS.

Housing Professional - Municipality of Trujillo Alto Department of Housing, Trujillo Alto, Puerto Rico

- Reviewed and assessed HCV Program Files for compliance with program policies and Federal, State, and local regulations through a confirmatory SEMAP review
- Prepared Corrective Action Plan to address program deficiencies
- Implemented corrective action plan to include the preparation of a fully compliant administrative plan, management of procurement activities, creation of program documents and Standard Operating Procedures, VMS and Financial Reconciliations, Staff Trainings, Outreach to prospective participant and owners, and ongoing program file review.

Program Manager - Mesilla Valley Housing Authority, Las Cruces, New Mexico

- Assist with day-to-day management operations
- Assist with processing functions of the HCV department, to include quality control of daily activities.
- Prepare month-end reports such as monthly program productivity and financial reports, to include data analysis of all functions, processing check-run, determining overpayment and underpayments, PIC vs. TenMast Reconciliation, VMS Reporting and Analysis

Housing Professional - Municipality of Caguas & Puerto Rico Department of Housing, Caguas, Puerto Rico

- Assisted in the relocation of over 300 families from a Public Housing property in the HCV Program.
- Monitored leasing activities and authorized all payment adjustment activity
- Resolved payment related discrepancies

Housing Professional - Puerto Rico Department of Housing, San Juan, Puerto Rico

- Assisted with developing and writing the Administrative Plan
- Assisted in the successful implementation of Emphasys software
- Prepared various data reconciliation reports and monitored on an ongoing basis
- Assisted agency in determining key factors with reconciliation discrepancies with the VMS Reporting as well as Portability Billing.

Housing Professional - Housing Authority of the County of Los Angeles, Los Angeles, California

- Successfully leased and executed HAP Contracts for over 150 families within a 6-week period with 100% Quality Control.



Jason W. Walker

Director of Project Management

EXPERTISE

- ✔ Team Leadership
- ✔ Systems Integration
- ✔ Project Management
- ✔ Problem Solving
- ✔ Data Analytics

EDUCATION

US Naval Academy | Annapolis, MD

B.S. Aerospace Engineering

The Basic School | Quantico, VA
US Marine Corps Infantry Officer

Naval Nuclear Power Program |
Electrician's Mate

CERTIFICATIONS

Salesforce Certified Administrator

Master Certified, MS Office
Specialist (Access, Excel, Word,
Power Point)

CONTACT INFORMATION



PROFILE

Enthusiastic team-builder and business systems integrator with extensive and complementary experience in leading system and organizational transitions to transform workforces into elite teams. Consistently demonstrates effectiveness in getting everyone on the same page, building a culture of accountability, and aligning leaders, people, and technology to streamline communications to deliver scalable and sustainable results. An effective leader who makes immediate and significant contributions across multiple industries.

EXPERIENCE

AMA Consulting Group, LLC (Lake Mary, FL)

2020 – Present

As both Director of Project Management Office and a Project Manager, leading, organizing, and integrating people and systems to develop elite project teams to successfully complete Client projects on time, under budget, and within scope.

- NJ Emergency Rental Assistance Program (ERAP)
 - Assumed role as internal Project Manager to lead and organize 140+ person team from multiple Partner Companies reviewing, processing, and servicing calls to disburse \$87 Million in rental assistance to families in need.
- SC CARES Coronavirus Relief Fund Grant Administration Project
 - Served as AMA's Project Manager leading and organizing the 25 AMA personnel working a project with 50+ and coordinating with our Client and Partner Companies.
 - Served as a technical team lead within the project ensuring production quality and quantity in processing the grant applications.

Jason Walker & Associates, LLC (Orlando, FL)

2002 – Present

As Business Systems Integrator and Consultant, developed, sold, and delivered customized programs to Transform workforces into Elite Teams and increase profits and productivity.

- Developed Elite Team Mastery SystemSM curriculum & implemented in over 85 companies.
- Designed, created, and improved data systems to optimize communications and business intelligence for organizations.
- Hundreds of presentations, group facilitations, classroom training, and executive coaching.
- Examples of the significant results achieved are:
 - Achieved the best net income quarter (27% greater) within 5 months and a consecutive third highest quarter for a 40+ year old construction and maintenance company. Company realized a 400% increase in net income for that year and then a 38% increase for the consecutive year.
 - Achieved a 38% increase in revenue and a 98% increase in profit within 9 months at a 20+ year old law firm.
 - Increased revenue by 37% and net income by 72% over the prior year for a 9+ year old millworks company.
 - Tripled the revenues in three years for a 12-branch, 20+ year old financial services firm.

Christian HELP Foundation, Inc. (Nonprofit)**2018 – 2019**

Served as a fractional Operations Director to align the team and systems to their mission.

- Integrated office systems and trained the staff to optimize workflow and have more effective and efficient communications across the organization and with Clients and Volunteers.
- Extracted, scrubbed, and manipulated data from the various systems to generate accurate and timely reporting for grant applications and routine communications.
- Directed the development of the volunteer training program.

Northeast Florida Health Services, Inc. dba Family Health Source (Medical)**2016 – 2019**

Served as consultant to align the executives to more effectively lead their medical nonprofit.

- Delivered customized training to develop their executive leadership skills.
- Developed an executive dashboard system to provide greater visibility of both the volume and status of organizational projects and priorities.
- Extracted and scrubbed data from their EHR system to identify cost saving opportunities and increase accountability for accounting & billing departments.
- Facilitated multiple strategic Board Retreats.

Advanced Services of Longwood (Construction)**2015 – 2017**

Served as consultant to align the owners, leadership team, and systems to increase profits.

- Designed and developed systems and procedures to extract data from project accounting system to create executive reports on financial trends and work load.

The Marks Law Firm (Family Law)**2013 – 2014**

Served as Firm Administrator to align the leadership, team, and systems to increase profits.

- Optimized workflow and systems to increase accountability and eliminate overdue A/R.
- Developed a case status reporting system that provided greater clarity and quicker access to information to improve decision making both in speed and effectiveness.

All American Management (Property Management)**2010 – 2011**

Served as Operations Director to align the team and systems to increase profits.

- Decreased error rate by 83% significantly improving Client confidence and cash flow.
- Transitioned bookkeeping system from client/server application to a cloud-based solution.

Academy Leadership**2008 – 2015**

As an Affiliate, marketed, sold, and delivered leadership development programs.

- Earned consecutive 3rd Top Affiliate Awards (out of 26 Affiliates) for total annual revenue.
- Client accounts included: Siemens Energy, UPS Capital, and Project Management Institute.

Stewardship Advisory Group (Financial Services)

2003 – 2007

Served as Operations and Client Service Manager to align the team and systems to increase profits.

- Tripled revenues to reach the firm's highest revenue and profit marks in its 20+ year history.
- Successfully transitioned 1600 home office accounts plus 12 independent offices to new broker dealer. Recognized by broker dealer as the most organized transition in their history.

Harcourt Education, Inc. (Publisher)

2002 – 2003

Served as an IT Project Manager to plan, coordinate and resolve issues to deliver web-based applications on time and on budget.

- Assumed a distressed project and restored a trusting relationship with the client.

USinternetworking, Inc. (Annapolis, MD) (Application Service Provider)

2000 – 2001

Served as an eCommerce Project Manager to plan, coordinate and resolve issues to implement system infrastructure on time and on budget.

- Led multidisciplinary team to rapidly devise, plan, & implement a solution to save a \$3.5M account.

U.S. Marine Corps

1994 – 2000

Served primarily as an Infantry Officer to develop elite teams ready to take any hill assigned.

- Developed Project Management Dashboard to solve communication needs across the organization.
- Led team of 38 Marines for performing ceremonial functions for dignitaries & the general public.

■



Anaita Kasad

Partner, SME

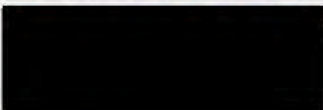
EXPERTISE

- ☑ Regulatory Analysis
- ☑ Disaster Recovery
- ☑ Grants Management
- ☑ Program Management
- ☑ Compliance Monitoring

EDUCATION

BA Cum Laude, Economics,
University of Pennsylvania

CONTACT INFORMATION



PROFILE

Anaita has over 20 years of consulting experience and specializes in providing oversight and supporting clients with disaster recovery, federal grants management, internal audit, and monitoring and compliance. Anaita's experience includes working with a myriad of public and private sector clients. Anaita's recent focus has been supporting State and Local agencies in the New York Tri-state area navigate federal regulatory compliance requirements and risk management.

EXPERIENCE

NYS Governor's Office of Storm Recovery (GOSR) Superstorm Sandy Disaster Response

State of New York

- For the State of New York, Anaita is currently managing the program management and integrity monitoring of Superstorm Sandy funds. Over the last seven years, this has included CDBG, HMGP, and SSBG. Anaita is currently overseeing a team of consultants at the NY State Governor's Office of Storm Recovery (GOSR), who are reviewing federal grant and state regulations and requirements; identifying gaps in documented policies, processes, roles and responsibilities; creating and designing procedures for all internal and external quality assurance controls to maintain compliance and appropriate funding distribution to eligible applicants; and testing controls to guarantee continuity.

NYC Office of Management and Budget Internal Audit

New York, NY

- For the New York City Office of Management and Budget (OMB), Anaita oversaw a team of consultants creating an internal audit function. The team's focus was the OMB's oversight and management of three federal funding streams for post-Superstorm Sandy recovery: Community Development Block Grant - Disaster Recovery (CDBG-DR) (\$4B); Federal Emergency Management Agency (FEMA) (\$5.4B); and Department of Homeland Security (DHS) (\$141M) annually. To determine whether OMB's operations and activities were compliant with federal regulations and to understand gaps in processes, Anaita and her team worked with OMB and other City agencies. In order to improve OMB's grant management operations, the team issued a series of recommendations that identified gaps at the end of the engagement.

City of Jersey City Community Development Regulatory Compliance Support

Jersey City, NJ

- For the City of Jersey City, Anaita managed the team helping the City improve its project planning, reporting, monitoring, and closeout activities for HUD programs. The team reviewed action plans, roles & responsibilities, and available data to offer recommendations for project planning strategy and dashboard reporting. She also managed the development of monitoring and closeout plans as well as tools and templates to support implementation of the plans.

New York City Housing Authority Compliance Department Design

New York, NY

- For the New York City Housing Authority (NYCHA), Anaita oversaw a team in designing a new Compliance Department. Through extensive stakeholder interviews the team assessed NYCHA's current compliance functions and activities, highlighting compliance gaps or needs, and designing and standing up the agency's Compliance Department, which helped business units across NYCHA better understand and comply with HUD, state, and local regulatory requirements, as well as internal policies and procedures.



Gaurav Menon
Partner, SME

EXPERTISE

- ✔ Grants Management
- ✔ Project Management
- ✔ Program Management
- ✔ Disaster Recovery
- ✔ Quality Control

EDUCATION

Drexel University | Philadelphia, PA
Architectural Engineering, BS

CONTACT INFORMATION



PROFILE

With more than 18 years of professional services experience, Gaurav specializes in supporting public and private sector entities involved in the delivery of large and complex grant programs, with a focus on long-term community development and capital asset rebuilding strategies. Gaurav has been involved in grants management work in Louisiana, Colorado, Texas, New York, Missouri, Japan, and Indonesia. His focus is in dealing with federal grants including HUD CDBG, FEMA PA, FEMA Hazard HM, FHWA grants, and now Coronavirus Relief Funds in Massachusetts, Vermont, Texas, and Michigan. Gaurav has advised clients in the public and commercial sectors on project management oversight, governance assessments, investigations, risk assessments, contract reviews, procedure enhancements, and management controls.

EXPERIENCE

State of Massachusetts COVID-19 Response Services

State of Massachusetts

- The Massachusetts State Emergency Management Agency engaged Guidehouse to support them in maximizing federal FEMA COVID-19 reimbursement by providing project management, technical assistance, and tracking and reporting support. Gaurav currently oversees the team leading the establishment of a Project Management Office to coordinate efforts among various stakeholders during the response phase. Gaurav is working to provide critical training and guidance specific to state agencies and subrecipients to ensure that all requirements are met to capitalize on all available funding sources. Gaurav is also providing technical assistance to track and submit COVID-19 costs and program documentation and perform data validation to ensure audit readiness.

State of South Carolina COVID-19 Grant Management Services

State of South Carolina

- For the State of South Carolina, Gaurav is leading the team conduct grant administration of CRF funds. Gaurav provided technical assistance in developing and implementing the State's internal review methodology to conduct a 100% review of all reimbursement requests from the subrecipients to confirm compliance to the CRF funding guidelines prior to the State issuing any payments. Gaurav also oversaw the team coordinate the creation of the State's monitoring and closeout plan for the CRF program, which identifies key criteria in the areas of monitoring, risk criteria and rankings, monitoring schedule, and corrective action plan.

Harris County COVID-19 Grant Management Services

Harris County, TX

- As the lead for the Harris County COVID-19 PMO team, Gaurav has assisted the County in managing the \$426M Coronavirus Relief Funds (CRF) received by the federal government and determining how best to maximize the benefits of these funds for the County in 2020. This has included overseeing the team in developing workgroups to identify priority projects within the County, creating a Small Business Relief Fund, Rental Assistance Program, Small City Assistance Program, Direct Assistance Program, and currently administrating the Digital Access

program for students in Harris County that experience digital divide and are beginning the 2020-2021 school year with some form of distance learning. In addition to identifying if expenses qualify for CRF reimbursement, Gaurav is overseeing the team that is working with departments to understand their budget variances and how that effects the County's overall CRF availability. Project management efforts include coordinating with the Judge's Office and four Precincts, Public Health, Budget Management, as well as County stakeholders including private NGOs and the City of Houston.

State of Vermont COVID-19 Response Services

State of Vermont

- Guidehouse is currently supporting the State of Vermont (SoV) with its COVID-19 disaster response. Gaurav is overseeing the team and providing technical assistance to support the alignment of the State's use of Coronavirus Relief Funds (CRF) with U.S. Department of Treasury (Treasury) guidelines. This approach helps SoV maximize available funding distributed through the CARES Act. Gaurav and his team are providing expertise and guidance on the processes, organization, and project management associated with COVID-19 response and recovery to ensure required documentation for CRF grantees are ready for Audit.

Hurricane Harvey Disaster Recovery Grants Management

Harris County, TX

- For Harris County, Gaurav is leading a team assisting Harris County with the strategy around disaster recovery and grants management pertaining to Hurricane Harvey. Gaurav is responsible for overseeing over \$1B in federal funds. Gaurav has led Guidehouse's support to departments within the County including the Community Services Department, Engineering Department, Purchasing Office, Auditors Office, Sheriff's Department, Fire Marshall's Office, and the Parks Department.

Wayne County Disaster Cost Recovery Services for COVID-19

Wayne County, MI

- Gaurav is overseeing the team provide project management, technical assistance, and tracking and reporting support for COVID-19 cost reimbursement for Wayne and Oakland Counties. The team has worked with the County to provide technical assistance and process oversight to maximize Federal funding that has been made available through the CARES Act while maintaining compliance with the CARES Relief Funding (CRF). Gaurav provides subject matter expertise, regulatory guidance, and project management of their COVID-related response and mitigation activities.



Rob Reid

Director, SME

EXPERTISE

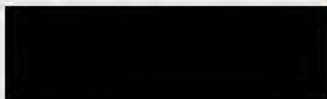
- ✔ Grants Management
- ✔ Project Management
- ✔ Disaster Recovery
- ✔ Program Management

EDUCATION

Duke University Fuqua School of Business | Durham, NC
Master of Business Administration

Auburn University | Auburn, AB
Bachelor of Science

CONTACT INFORMATION



PROFILE

Rob has significant experience with FEMA Public Assistance (PA), HUD Community Development Block Grant – Disaster Recovery (CDBG-DR), grants management, compliance and monitoring, federal transportation, infrastructure, economic development, housing, capital assets, and commercial construction projects. Most recently, he has worked with dozens of governments on their Coronavirus Relief Fund (CRF) strategy and applicants for FEMA Public Assistance during the COVID-19 response through the development and submission of Category B Project Worksheets including the cities of Santa Monica, Albuquerque, and Detroit, as well as Wayne and Cook counties in Michigan and Illinois, respectively. He also recently managed a team administering the CDBG-DR, FEMA PA, FHWA, and HMGP recovery programs for a grantee in Texas.

EXPERIENCE

South Dakota COVID-19 Disaster Response Services

State of South Dakota

- Rob is leading a team currently engaged by the State of South Dakota's Governor's Office of Economic Development to implement and manage five separate CARES funded programs outlined by the state legislature. These programs total over \$550 million dollars of federal funding that require eligibility review, accounting, and compliance monitoring. Rob and his team led strategic design sessions to determine program goals, objectives, and metrics considering factors such as eligibility, impact, risk, budget, and other factors. As the program manager, Rob led the development of an online technology platform to receive, review, and analyze applications for financial support from small businesses, non-profits, startups, community-based healthcare providers, and hospitals, which has processed more than 10,000 applications. Rob's team helped staff a group of compliance experts that are actively reviewing requests and monitoring for risk (including fraud), accuracy, and fidelity to the State's resolution. Furthermore, Rob and his team are working with various offices within State's government to manage a coordinated communication plan to disseminate information about the availability of funds. To date, the program has distributed more than \$320 million to small businesses and healthcare providers across the state.

COVID-19 Response Services

Cook County, IL

- For Cook County, Rob leads a team establishing a grants management and fund oversight governance structure across the County. The governance structure will be composed of executive leadership across the County as well as several workgroups focused on specific topics. Additionally, Rob's team is working to identify COVID-19 related expenditures and revenue losses, identify potential funding sources, review eligibility criteria, and provide regulatory guidance. Finally, Rob's team is working with the County to establish a long-term recovery vision and strategic plan.

Wayne County COVID-19 Cost Recovery Services

Wayne County, MI

- For Wayne County, Rob leads a team of subject matter experts developing funding strategies in response to COVID-19 and CARES Act funds. He works closely with the team supporting neighboring Wayne County to identify authorized use of CARES, FEMA, and CRF relief funds including verifying eligibility and creating financial projections of expenditures and dashboard/transparency reporting.

Hurricane Harvey Disaster Recovery Grants Management

Harris County, TX

- For Harris County, TX, Rob is serving as the program manager assisting Harris County with the strategy, planning, execution, compliance, and procurement of over \$1B of disaster recovery and grants management in response to Hurricane Harvey. His team is managing all grant funding sources including FEMA Public Assistance, HUD CDBG-DR, FHWA, FEMA HMGP, and others. Guidehouse has provided guidance to several departments within the County including the Community Services Department, Engineering Department, Purchasing Office, Auditor's Office, Sheriff's Department, Fire Marshall's Office, and the Parks Department.

EF5 Tornado Recovery Grants Management

City of Joplin, MO

- For the City of Joplin, Missouri, Rob was the Project Manager for the City of Joplin CDBG-DR project related to the City's recovery from the EF-5 strength tornado which devastated the City in 2011. Rob led the team through the development of project management practices and tools which were recognized as "exemplary practices" in a recent HUD compliance audit.



Raquel Malmberg
Director, Core Team

EXPERTISE

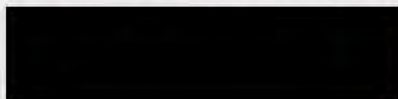
- ✔ Grants Management
- ✔ Project Management
- ✔ Program Management
- ✔ Disaster Recovery
- ✔ Quality Control

EDUCATION

New York University | New York, NY
Master of Urban Planning

The College of William and Mary | Williamsburg, VA
International Relations, BA

CONTACT INFORMATION



PROFILE

Raquel has over 17 years of experience working for and with government agencies to improve their operations, build policies and procedures, and implement strategies and recommendations to fulfil their missions. Raquel has focused mainly on business process improvement, operational assessments, and project management for state and local government clients. Raquel currently leads our State and Local Government COVID-19 Center of Excellence, which coordinates with all our project teams, and has most recently been providing grant management advisory support to numerous state and local governments for federally funded COVID-19 and Superstorm Sandy projects.

EXPERIENCE

State and Local Government COVID-19 Center of Excellence

- For the Guidehouse State and Local COVID-19 response, Raquel leads the Center of Excellence to promote information sharing and robust discussions around federal guidelines and regulations. For the Massachusetts Emergency Management Agency, City of Albuquerque, City of Detroit, Wayne County, Michigan, Cook County, Illinois, and State of Vermont, State of South Carolina, and other governments, Raquel is acting as subject matter support as governments respond to COVID-19. Raquel supported the development of comprehensive funding strategies that include not only immediate response efforts but long-term economic development and public health efforts. Raquel is helping the Guidehouse team build out the processes and checklists to quickly review expenses and ready the governments to receive and disburse funding as quickly as possible while maintaining compliance with federal regulations. She is currently helping stand up monitoring and compliance programs at multiple clients.

Governor’s Office of Storm Recovery Superstorm Sandy Response State of New York

- For the New York State Governor’s Office of Storm Recovery, Raquel leads the effort to perform program management and integrity monitoring services for the State’s Superstorm Sandy response. Raquel manages a team of consultants to support the Office in administering the CDBG-DR program in a variety of areas – designing processes, reviewing application files for compliance and completeness, improving current processes, responding to external audits and reviews, and supporting technology improvements. She has worked with every department in the agency – Housing, Infrastructure, Community Reconstruction, Small Business, Administration, Operations, support functions, and Monitoring & Compliance.

NYC Internal Audit for Disaster Recovery Programs New York, NY

- For the City of New York’s Office of Management and Budget (OMB), Raquel oversaw the team that conducted internal audits of the agency’s oversight and management of federal Community Development Block Grant – Disaster Recovery (CDBG-DR) funding for post-Superstorm Sandy recovery. The team worked with OMB and other partner agencies to determine if OMB’s operations and activities were compliant with federal regulations and to understand gaps in processes. As a final phase, the team issued recommendations to help improve OMB’s grant management operations.



Angela Wu

Project Manager, Core Team

EXPERTISE

- ✔ Project Management
- ✔ Quality Control
- ✔ Regulatory Analysis
- ✔ Compliance Monitoring
- ✔ Grants Management

EDUCATION

MBA, Yale School of Management

MEM, Yale School of Forestry and Environmental Studies

BA, History of Art and Architecture, Harvard College

CONTACT INFORMATION

PROFILE

Angela has more than 11 years of industry experience in local government and project management. She provides project management, risk management & regulatory compliance, internal audit, monitoring & compliance, and federal grants management and implementation expertise. Having worked at both the city and state levels, Angela understands the challenges and opportunities faced by state and local clients administering federal recovery funding.

EXPERIENCE

NYS Governor's Office of Storm Recovery (GOSR) Superstorm Sandy Recovery State of New York

- For the State of New York, Angela leads a team to perform program management, operations support, and integrity monitoring services for the State's Superstorm Sandy response. She oversees multiple workstreams that support the office in administering the CDBG-DR program, working across multiple Programs (including Community Reconstruction & Infrastructure, Housing, FEMA PA Match) and support functions (including Monitoring and Compliance and IT Departments) to develop policies, processes, tools, and systems to assist with program/project management and maintain compliance with Federal regulatory requirements while prioritizing efficiency and customer service. Angela has led Guidehouse's work on Construction QA/QC monitoring for the Housing program, undertaken workforce and staffing analyses for various departments across the organization, re-assessment and redesign of monitoring & compliance processes and requirements, and is currently leading enterprise-wide closeout planning efforts.

Harris County, TX Hurricane Harvey Disaster Recovery Grants Management

Harris County, TX

- For Harris County, Angela led the development and design of a monitoring & compliance plan for the county's disaster recovery efforts post Hurricane Harvey across four federal grant streams: Federal Emergency Management Agency (FEMA) Public Assistance (PA); FEMA Hazard Mitigation Grant Program (HMGP); Department of Housing and Urban Development (HUD) Community Development Block Grant – Disaster Recovery (CDBG-DR); and the Federal Highway Administration (FHWA) Emergency Relief (ER) Program. Angela also provided technical assistance on ensuring compliance with federal procurement requirements.

City of New York Office of Management and Budget Internal Audit New York, NY

- For the City of New York, Angela led two teams to conduct ongoing internal audits of the Office of Management and Budget's oversight and management of \$4.2 billion of federal funding (FEMA PA and HUD CDBG-DR) for post-Superstorm Sandy recovery. Teams conducted stakeholder interviews of OMB and sub-grantees, built risk assessments and an internal audit framework, undertook testing

(desktop and field), and issued observations and recommendations. Angela leveraged her extensive federal grant knowledge expertise to examine OMB's operations and oversight for compliance with federal regulations and to understand any gaps in processes.

City of New York Internal Controls Assessment

New York, NY

- For the City of New York, Angela led an effort to identify efficiencies and streamline the City's annual single audit reporting process across agencies and federal funding streams for compliance with federal Office of Management and Budget Circular A-133 requirements as well as the Committee of Sponsoring Organizations of the Treadway Commission (COSO) framework for internal controls.



Jared Booth
*Senior Consultant,
Communications*

PROFILE

Jared has over 5 years of experience providing accounting and consulting services to clients in both the public and private sectors. Jared has worked assisting public sector organizations with federal grants management and compliance, business process assessments, internal control assessments, and organizational structure review and redesign. Prior to joining Guidehouse, Jared worked for a “Big Four” auditing firm primarily focusing on auditing large corporations, maintaining compliance with federal tax regulations, and assisting large companies implement accounting method changes.

EXPERIENCE

Harris County COVID-19 Grant Management Services Harris County, TX

- For Harris County, Jared is currently acting as a workstream lead to help Harris County manage and administer its \$426M CARES funding allocation from the federal government and determine how best to maximize the benefits of these funds while ensuring compliance with all relevant federal guidance and regulations. This has included leading workgroups to identify priority projects within the County, creating a Small Business Relief Fund, Rental Assistance Program, Small City Assistance Program, Direct Assistance Program, and currently standing up a program to address the digital divide for students in Harris County participating in distance learning without appropriate technology access. These efforts have included designing programs that comply with all relevant Treasury regulations and that will stand the test of future audits and minimize the risk of funding de-obligation. Additionally, Jared has assisted with ongoing monitoring of these programs for compliance purposes through activities such as the sampling and review of program applications approved by third-party administrators.

State of Oklahoma COVID-19 Program Development, Executive Branch Review, and Implementation State of Oklahoma

- For the State of Oklahoma, Jared assisted with an assessment of the current state of Oklahoma’s Executive Branch and all associated agencies, boards, and commissions. This assessment was aimed at identifying potential areas of enhanced collaboration across state agencies, process simplifications, and increased efficiencies that will drive state mission accomplishment. As part of this engagement, Jared was responsible for interviewing state officials, documenting current state processes, and providing recommendations for both short-term and long-term improvements. Additionally, Jared was responsible for reviewing state level financial information and identifying areas of potential cost take-out that aligned with recommended organizational changes.

Hurricane Harvey Disaster Recovery Grants Management: Accounting Department Process Assessment Harris Health System, TX

- For the Harris Health System, Jared served as the co-lead on an assessment over the organization’s internal controls with respect to the accounting function. This

EXPERTISE

- ☑ Grants Management
- ☑ Compliance Monitoring
- ☑ Program Management
- ☑ Disaster Recovery
- ☑ Quality Control

EDUCATION

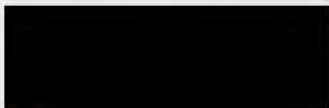
Texas A&M University | College Station, NY
Accounting, B.B.A

Texas A&M University | College Station, NY
Accounting, M.S.

CERTIFICATIONS

Certified Public Accountant

CONTACT INFORMATION



assessment included the review of employee roles & responsibilities as well as each employee's IT system access permissions. As part of this engagement, Jared assisted the organization's leadership with redesigning its organizational structure to ensure proper segregation of duties, establish appropriate reporting lines and authority structures, as well as gain operational efficiencies.

- For the Harris Health System, Jared led the financial accounting workstream within a process review of the organization's accounting function. For the current state phase of the project, he reviewed documentation and conducted interviews with accounting staff and other stakeholders to develop process flows and written narratives detailing processes related to the organization's financial accounting function as well as to identify existing pain points and areas for improvement. As part of the future state phase of the project, Jared identified opportunities to resolve previously identified pain points and improve internal controls and collaborated with organizational leadership and accounting staff to develop an implementation roadmap for the process improvement strategy.

Hurricane Harvey Disaster Recovery Grants Management

Harris County Office of Management and Budget, TX

- For Harris County's Office of Management and Budget, Jared has provided ongoing assistance since 2018 for disaster recovery efforts by co-leading the PMO function, managing the engagement financials, tracking project specific metrics to ensure compliance and Federal reimbursement, and various other project management functions. As part of these efforts, Jared has been responsible for the ongoing coordination and management of all subcontractor invoicing as well as the development of prime contractor invoices and supporting documentation to support the client's reimbursement claims using FEMA, FHWA, and HUD CDBG-DR funding sources.

5. JOINT VENTURES & SUBCONTRACTORS

For this engagement, NMA will be partnering with AMA Consulting Group, LLC (AMA), who will provide staffing for the call center and ERAP operations, Guidehouse LLP who will provide reporting and analytics as well as financial management staff.

6. CONFLICTS OF INTEREST

NMA is not aware of any potential conflicts of interest with regard to our performance of the requisite services nor our relationship with any DCA staff member including, but not limited to:

- Any firms for which NMA, its joint venture partner(s) or subcontractor(s) have provided, or may provide, other related services, including the preparation of applications to the Department; and
- Representation of a previous or known future applicant to the Department's programs.

7. MANDATORY COMPLIANCE FORMS

Included within this section are the following required forms:

- Ownership Disclosure
- Disclosure of Investigations and Other Actions Involving Vendor
- Disclosure of Investment Activities in Iran
- MacBride Principles
- Source Disclosure
- Business Registration Certificate
- Affirmative Action Compliance
- Evidence of Insurance
- State of New Jersey Standard Terms and Conditions
- Waivered Contracts Supplement to the State of New Jersey Standard Terms and Conditions
- Vendor/Bidder Certification and Political Contribution Disclosure Form Public Law 2005, Chapter 271
- Waiver and DPA Contract Checklist



State of New Jersey Standard Terms and Conditions

(Revised 4/27/2021)

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

1. STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT

Unless the bidder/offeror is specifically instructed otherwise in the Bid Solicitation/Request for Proposals (RFP), the following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in the RFP and should be read in conjunction with same unless the RFP specifically indicates otherwise. In the event that the bidder/offeror would like to present terms and conditions that are in conflict with either these terms and conditions or those set forth in the RFP, the bidder/offeror must present those conflicts during the Question and Answer period for the State to consider. Any conflicting terms and conditions that the State is willing to accept will be reflected in an addendum to the RFP. The State's terms and conditions shall prevail over any conflicts set forth in a bidder/offeror's Proposal that were not submitted through the question and answer process and approved by the State. Nothing in these terms and conditions shall prohibit the Director of the Division of Purchase and Property (Director) from amending a contract when the Director determines it is in the best interests of the State.

1.1 CONTRACT TERMS CROSSWALK

NJSTART Term	Equivalent Statutory, Regulatory and/or Legacy Term
Bid/Bid Solicitation	Request For Proposal (RFP)/Solicitation
Bid Amendment	Addendum
Change Order	Contract Amendment
Master Blanket Purchase Order (Blanket P.O.)	Contract
Offer and Acceptance Page	Signatory Page
Quote	Proposal
Vendor	Bidder/Contractor

2. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

The statutes, laws or codes cited herein are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.

2.1 BUSINESS REGISTRATION

Pursuant to N.J.S.A. 52:32-44, the State is prohibited from entering into a contract with an entity unless the bidder and each subcontractor named in the proposal have a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services. A subcontractor named in a bid or other proposal shall provide a copy of its business registration to the bidder who shall provide it to the State.

The contractor shall maintain and submit to the State a list of subcontractors and their addresses that may be updated from time to time with the prior written consent of the Director during the course of contract performance. The contractor shall submit to the State a complete and accurate list of all subcontractors used and their addresses before final payment is made under the contract.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the Use Tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

2.2 ANTI-DISCRIMINATION

All parties to any contract with the State agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference. The agreement to abide by the provisions of N.J.S.A. 10:5-31 through 10:5-38 include those provisions indicated for Goods, Professional Service and General Service Contracts (Exhibit A, attached) and Construction Contracts (Exhibit B and Executive Order 151, August 28, 2009, attached) as appropriate.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time.

2.3 PREVAILING WAGE ACT

The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.25 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on [this proposal] is his/her guarantee that neither he/she nor any subcontractors he/she might employ to perform the work covered by [this proposal] has been suspended or debarred by the Commissioner, Department of Labor and Workforce Development for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; the bidder's signature on the proposal is also his/her guarantee that he/she and any subcontractors he/she might employ to perform the work covered by [this proposal] shall comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.

2.4 AMERICANS WITH DISABILITIES ACT

The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L. 101-336, in accordance with 42 U.S.C. 12101, et seq.

2.5 MACBRIDE PRINCIPLES

The bidder must certify pursuant to N.J.S.A. 52:34-12.2 that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

2.6 PAY TO PLAY PROHIBITIONS

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L. 2005, c. 51), and specifically, N.J.S.A. 19:44A- 20.21, it shall be a breach of the terms of the contract for the business entity to:

- A. Make or solicit a contribution in violation of the statute;
- B. Knowingly conceal or misrepresent a contribution given or received;
- C. Make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
- D. Make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor or Lieutenant Governor, or to any State or county party committee;
- E. Engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation;
- F. Fund contributions made by third parties, including consultants, attorneys, family members, and employees;
- G. Engage in any exchange of contributions to circumvent the intent of the Legislation; or
- H. Directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

2.7 POLITICAL CONTRIBUTION DISCLOSURE

The contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271, §3 as amended) if in a calendar year the contractor receives one (1) or more contracts valued at \$50,000.00 or more. It is the contractor's responsibility to determine if filing is necessary. Failure to file can result in the imposition of penalties by ELEC.

Additional information about this requirement is available from ELEC by calling 1(888)313-3532 or on the internet at <http://www.elec.state.nj.us/>.

2.8 STANDARDS PROHIBITING CONFLICTS OF INTEREST

The following prohibitions on contractor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g;

The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the New Jersey Office of the Attorney General and the Executive Commission on Ethical Standards, now known as the State Ethics Commission;

No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he/she is employed or associated or in which he/she has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, now known as the State Ethics Commission, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest;

No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee;

No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his/her official position to secure unwarranted privileges or advantages for the vendor or any other person; and

The provisions cited above in paragraphs 2.8a through 2.8e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards, now known as the State Ethics Commission may promulgate under paragraph 3c of Executive Order No. 189.

2.9 NOTICE TO ALL CONTRACTORS SET-OFF FOR STATE TAX NOTICE

Pursuant to N.J.S.A. 54:49-19, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of

the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.

2.10 COMPLIANCE - LAWS

The contractor must comply with all local, State and Federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.

2.11 COMPLIANCE - STATE LAWS

It is agreed and understood that any contracts and/or orders placed as a result of [this proposal] shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey.

2.12 WARRANTY OF NO SOLICITATION ON COMMISSION OR CONTINGENT FEE BASIS

The contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. If a breach or violation of this section occurs, the State shall have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

3. STATE LAW REQUIRING MANDATORY COMPLIANCE BY CONTRACTORS UNDER CIRCUMSTANCES SET FORTH IN LAW OR BASED ON THE TYPE OF CONTRACT

3.1 COMPLIANCE - CODES

The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor shall be responsible for securing and paying all necessary permits, where applicable.

3.2 PUBLIC WORKS CONTRACTOR REGISTRATION ACT

The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractor(s) who engage in any contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development pursuant to N.J.S.A. 34:11-56.51. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance at (609) 292-9464.

3.3 PUBLIC WORKS CONTRACT - ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS

N.J.S.A. 10:2-1 requires that during the performance of this contract, the contractor must agree as follows:

- A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- B. No contractor, subcontractor, nor any person on his/her behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- C. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- D. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

N.J.S.A. 10:5-33 and N.J.A.C. 17:27-3.5 require that during the performance of this contract, the contractor must agree as follows:

- A. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;
- B. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;
- C. The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment, N.J.A.C. 17:27-3.7 requires all contractors and subcontractors, if any, to further agree as follows:
 - 1. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2;
 - 2. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices;
 - 3. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions; and
 - 4. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

3.4 BUILDING SERVICE

Pursuant to N.J.S.A. 34:11-56.58 et seq., in any contract for building services, as defined in N.J.S.A. 34:11-56.59, the employees of the contractor or subcontractors shall be paid prevailing wage for building services rates, as defined in N.J.S.A. 34:11.56.59. The prevailing wage shall be adjusted annually during the term of the contract.

3.5 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT

The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the statute.

3.6 SERVICE PERFORMANCE WITHIN U.S.

Under N.J.S.A. 52:34-13.2, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer.

A shift to performance of services outside the United States during the term of the contract shall be deemed a breach of contract. If, during the term of the contract, the contractor or subcontractor, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 5.7(b) (1) of the Standard Terms and Conditions, unless previously approved by the Director and the Treasurer.

3.7 BUY AMERICAN

Pursuant to N.J.S.A. 52:32-1, if manufactured items or farm products will be provided under this contract to be used in a public work, they shall be manufactured or produced in the United States and the contractor shall be required to so certify.

3.8 DOMESTIC MATERIALS

Pursuant to N.J.S.A. 52:33-2 et seq., if the contract is for the construction, alteration or repair of any public work, the contractor and all subcontractors shall use only domestic materials in the performance of the work unless otherwise noted in the specifications.

3.9 DIANE B. ALLEN EQUAL PAY ACT

Pursuant to N.J.S.A. 34:11-56.14 and N.J.A.C. 12:10-1.1 et seq., a contractor performing "qualifying services" or "public work" to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. For more information and report templates see <https://nj.gov/labor/equalpay/equalpay.html>.

3.10 EMPLOYEE MISCLASSIFICATION

In accordance with [Governor Murphy's Executive Order #25](#) and the [Task Force's July 2019 Report](#), employers are required to properly classify their employees. Workers are presumed to be employees and not independent contractors, unless the employer can demonstrate all three factors of the "ABC Test" below:

- A. Such individual has been and will continue to be free from control or direction of the performance of such service, but under his or her contract of service and in fact; and
- B. Such service is either outside the usual course of business for which such service is performed, or that such service is performed outside of all places of business of the enterprise for which such service is performed; and
- C. Such individual is customarily engaged in an independently established trade, occupation, profession or business.

This test has been adopted by New Jersey under its Wage & Hour, Wage Payment and Unemployment Insurance Laws to determine whether a worker is properly classified. Under N.J.S.A. 34:1A-1.17-1.19, the Department of Labor and Workforce Development has the authority to investigate potential violations of these laws and issue penalties and stop work order to employers found to be in violation of the laws.

4. INDEMNIFICATION AND INSURANCE

4.1 INDEMNIFICATION

The contractor's liability to the State and its employees in third party suits shall be as follows:

- A. Indemnification for Third Party Claims - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract, including liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract;
- B. The contractor's indemnification and liability under subsection (a) is not limited by, but is in addition to the insurance obligations contained in Section 4.2 of these Terms and Conditions; and
- C. In the event of a patent and copyright claim or suit, the contractor, at its option, may: (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

4.2 INSURANCE

The contractor shall secure and maintain in force for the term of the contract insurance as provided herein. All required insurance shall be provided by insurance companies with an A-VIII or better rating by A.M. Best & Company. All policies must be endorsed to provide 30 days' written notice of cancellation or material change to the State of New Jersey at the address shown below. If the contractor's insurer cannot provide 30 days written notice, then it will become the obligation of the contractor to provide the same. The contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof. Renewal certificates shall be provided within 30 days of the expiration of the insurance. The contractor shall not begin to provide services or goods to the State until evidence of the required insurance is provided. The certificates of insurance shall indicate the contract number or purchase order number and title of the contract in the Description of Operations box and shall list the State of New Jersey, Department of the Treasury, Division of Purchase & Property, Contract Compliance & Audit Unit, P.O. Box 236, Trenton, New Jersey 08625 in the Certificate Holder box. The certificates and any notice of cancellation shall be emailed to the State at: ccau.certificate@treas.nj.gov

The insurance to be provided by the contractor shall be as follows:

- A. Occurrence Form Commercial General Liability Insurance or its equivalent: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Commercial General Liability Insurance policy or its equivalent shall name the State, its officers, and employees as "Additional Insureds" and include the blanket additional insured endorsement or its equivalent. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic Commercial General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage;
- B. Automobile Liability Insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1,000,000 per occurrence as a combined single limit. The State must be named as an "Additional Insured" and a blanket additional insured endorsement or its equivalent must be provided when the services being procured involve vehicle use on the State's behalf or on State controlled property;
- C. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:
 1. \$1,000,000 BODILY INJURY, EACH OCCURRENCE;
 2. \$1,000,000 DISEASE EACH EMPLOYEE; and
 3. \$1,000,000 DISEASE AGGREGATE LIMIT.
- D. This \$1,000,000 amount may have been raised by the RFP when deemed necessary by the Director; and
- E. In the case of a contract entered into pursuant to N.J.S.A. 52:32-17 *et seq.*, (small business set asides) the minimum amount of insurance coverage in subsections a., b., and c. above may have been lowered in the RFP for certain commodities when deemed in the best interests of the State by the Director.

5. TERMS GOVERNING ALL CONTRACTS

5.1 CONTRACTOR IS INDEPENDENT CONTRACTOR

The contractor's status shall be that of any independent contractor and not as an employee of the State.

5.2 CONTRACT AMOUNT

The estimated amount of the contract(s), when stated on the RFP form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of the RFP or any contract entered into as a result of the RFP.

5.3 CONTRACT TERM AND EXTENSION OPTION

If, in the opinion of the Director, it is in the best interest of the State to extend a contract, the contractor shall be so notified of the Director's Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the term and period of performance of the contract. If the contractor agrees to the extension, all terms and conditions of the original contract shall apply unless more favorable terms for the State have been negotiated.

5.4 STATE'S OPTION TO REDUCE SCOPE OF WORK

The State has the option, in its sole discretion, to reduce the scope of work for any deliverable, task or subtask called for under this contract. In such an event, the Director shall provide to the contractor advance written notice of the change in scope of work and what the Director believes should be the corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:

- A. If the contractor does not agree with the Director's proposed adjusted contract price, the contractor shall submit to the Director any additional information that the contractor believes impacts the adjusted contract price with a request that the Director reconsider the proposed adjusted contract price. The parties shall negotiate the adjusted contract price. If the parties are unable to agree on an adjusted contract price, the Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted contract price; and
- B. If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the Director an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Director may request. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the compensation to be paid for such work effort.

5.5 CHANGE IN LAW

If, after award, a change in applicable law or regulation occurs which affects the Contract, the parties may amend the Contract, including pricing, in order to provide equitable relief for the party disadvantaged by the change in law. The parties shall negotiate in good faith, however if agreement is not possible after reasonable efforts, the Director shall make a prompt decision as to an equitable adjustment, taking all relevant information into account, and shall notify the Vendor {Contractor} of the final adjusted contract price.

5.6 SUSPENSION OF WORK

The State may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid for goods ordered, goods delivered, or services requested and performed until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director shall make an equitable adjustment, if any is required, to the contract price. The contractor shall provide whatever information that Director may require related to the equitable adjustment.

5.7 TERMINATION OF CONTRACT

A. For Convenience:

Notwithstanding any provision or language in this contract to the contrary, the Director may terminate this contract at any time, in whole or in part, for the convenience of the State, upon no less than 30 days written notice to the contractor;

B. For Cause:

- 1. Where a contractor fails to perform or comply with a contract or a portion thereof, and/or fails to comply with the complaints procedure in N.J.A.C. 17:12-4.2 et seq., the Director may terminate the contract, in whole or in part, upon ten (10) days' notice to the contractor with an opportunity to respond; and
- 2. Where in the reasonable opinion of the Director, a contractor continues to perform a contract poorly as demonstrated by e.g., formal complaints, late delivery, poor performance of service, short-shipping, so that the Director is required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq., and there has been a failure on the part of the contractor to make progress towards ameliorating the issue(s) or problem(s) set forth in the complaint, the Director may terminate the contract, in whole or in part, upon ten (10) days' notice to the contractor with an opportunity to respond.

C. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond; and

D. In the event of termination under this section, the contractor shall be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

5.8 SUBCONTRACTING OR ASSIGNMENT

A. Subcontracting: The contractor may not subcontract other than as identified in the contractor's proposal without the

prior written consent of the Director. Such consent, if granted in part, shall not relieve the contractor of any of his/her responsibilities under the contract, nor shall it create privity of contract between the State and any subcontractor. If the contractor uses a subcontractor to fulfill any of its obligations, the contractor shall be responsible for the subcontractor's: (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws; and

- B. Assignment: The contractor may not assign its responsibilities under the contract, in whole or in part, without the prior written consent of the Director.

5.9 NO CONTRACTUAL RELATIONSHIP BETWEEN SUBCONTRACTORS AND STATE

Nothing contained in any of the contract documents, including the RFP and vendor's bid or proposal shall be construed as creating any contractual relationship between any subcontractor and the State.

5.10 MERGERS, ACQUISITIONS

If, during the term of this contract, the contractor shall merge with or be acquired by another firm, the contractor shall give notice to the Director as soon as practicable and in no event longer than 30 days after said merger or acquisition. The contractor shall provide such documents as may be requested by the Director, which may include but need not be limited to the following: corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices; updated information including ownership disclosure and Federal Employer Identification Number. The documents must be submitted within 30 days of the request. Failure to do so may result in termination of the contract for cause.

If, at any time during the term of the contract, the contractor's partnership, limited liability company, limited liability partnership, professional corporation, or corporation shall dissolve, the Director must be so notified. All responsible parties of the dissolved business entity must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment shall be made until all parties to the dissolved business entity submit the required documents to the Director.

5.11 PERFORMANCE GUARANTEE OF CONTRACTOR

The contractor hereby certifies that:

- A. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice;
- B. All equipment supplied to the State and operated by electrical current is UL listed where applicable;
- C. All new machines are to be guaranteed as fully operational for the period stated in the contract from time of written acceptance by the State. The contractor shall render prompt service without charge, regardless of geographic location;
- D. Sufficient quantities of parts necessary for proper service to equipment shall be maintained at distribution points and service headquarters;
- E. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice;
- F. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract; and
- G. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

5.12 DELIVERY REQUIREMENTS

- A. Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the contract;
- B. The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract and in accordance with good commercial practice;
- C. Items delivered must be strictly in accordance with the contract; and
- D. In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the contract, the using agency shall be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor.

5.13 APPLICABLE LAW AND JURISDICTION

This contract and any and all litigation arising therefrom or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles and shall be filed in the appropriate Division of the New Jersey Superior Court.

5.14 CONTRACT AMENDMENT

Except as provided herein, the contract may only be amended by written agreement of the State and the contractor.

5.15 MAINTENANCE OF RECORDS

The contractor shall maintain records for products and/or services delivered against the contract for a period of five (5) years from the date of final payment unless a longer period is required by law. Such records shall be made available to the State, including the Comptroller, for audit and review.

5.16 ASSIGNMENT OF ANTITRUST CLAIM(S)

The contractor recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser. Therefore, and as consideration for executing this contract, the contractor, acting herein by and through its duly authorized agent, hereby conveys, sells, assigns, and transfers to the State of New Jersey, for itself and on behalf of its political subdivisions and public agencies, all right, title and interest to all claims and causes of action it may now or hereafter acquire under the antitrust laws of the United States or the State of New Jersey, relating to the particular goods and services purchased or acquired by the State of New Jersey or any of its political subdivisions or public agencies pursuant to this contract.

In connection with this assignment, the following are the express obligations of the contractor:

- A. It shall take no action that will in any way diminish the value of the rights conveyed or assigned hereunder;
- B. It shall advise the Attorney General of New Jersey:
 - 1. In advance of its intention to commence any action on its own behalf regarding any such claim or cause(s) of action; and
 - 2. Immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the pendency of such action.
- C. It shall notify the defendants in any antitrust suit of the within assignment at the earliest practicable opportunity after the contractor has initiated an action on its own behalf or becomes aware that such an action has been filed on its behalf by another person. A copy of such notice shall be sent to the Attorney General of New Jersey; and
- D. It is understood and agreed that in the event any payment under any such claim or cause of action is made to the contractor, it shall promptly pay over to the State of New Jersey the allotted share thereof, if any, assigned to the State hereunder.

6. TERMS RELATING TO PRICE AND PAYMENT

6.1 PRICE FLUCTUATION DURING CONTRACT

Unless otherwise agreed to in writing by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract. In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director must be notified, in writing, of any price reduction within five (5) days of the effective date. Failure to report price reductions may result in cancellation of contract for cause, pursuant to provision 5.7(b)1.

In an exceptional situation the State may consider a price adjustment. Requests for price adjustments must include justification and documentation.

6.2 TAX CHARGES

The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

6.3 PAYMENT TO VENDORS

- A. The using agency(ies) is (are) authorized to order and the contractor is authorized to ship only those items covered by the contract resulting from the RFP. If a review of orders placed by the using agency(ies) reveals that goods and/or services other than that covered by the contract have been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or not award the contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by the agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price;
- B. The contractor must submit invoices to the using agency with supporting documentation evidencing that work or goods for which payment is sought has been satisfactorily completed or delivered. For commodity contracts, the invoice, together with the Bill of Lading, and/or other documentation to confirm shipment and receipt of contracted goods must be received by the using agency prior to payment. For contracts featuring services, invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager or using agency before payment will be authorized;
- C. In all time and materials contracts, the State Contract Manager or designee shall monitor and approve the hours of work and the work accomplished by contractor and shall document both the work and the approval. Payment shall not be made without such documentation. A form of timekeeping record that should be adapted as appropriate for the Scope of Work being performed can be found at www.nj.gov/treasury/purchase/forms/Vendor_Timesheet.xls; and
- D. The contractor shall provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business, minority or woman-owned subcontractor(s). This breakdown shall be sent to the Chief of Operations, Division of Revenue, P.O. Box 628, Trenton, NJ 08646.

6.4 OPTIONAL PAYMENT METHOD: P-CARD

The State offers contractors the opportunity to be paid through the MasterCard procurement card (p-card). A contractor's acceptance and a State agency's use of the p-card are optional. P-card transactions do not require the submission of a contractor invoice; purchasing transactions using the p-card will usually result in payment to a contractor in three (3) days. A contractor should take note that there will be a transaction-processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the MasterCard. Additional information can be obtained from banks or merchant service companies.

6.5 NEW JERSEY PROMPT PAYMENT ACT

The New Jersey Prompt Payment Act, N.J.S.A. 52:32-32 et seq., requires state agencies to pay for goods and services within 60 days of the agency's receipt of a properly executed State Payment Voucher or within 60 days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the State prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest shall not be paid until it exceeds \$5.00 per properly executed invoice.

Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

6.6 AVAILABILITY OF FUNDS

The State's obligation to make payment under this contract is contingent upon the availability of appropriated funds and receipt of revenues from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless and until funds are appropriated each fiscal year to the using agency by the State Legislature and made available through receipt of revenue.

7. TERMS RELATING TO ALL CONTRACTS FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS

The provisions set forth in this Section of the Standard Terms and Conditions apply to all contracts funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

7.1 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

Pursuant to 2 CFR 200.321, the State must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Accordingly, if subawards are to be made the

Contractor shall:

- (1) Include qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
- (5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

7.2 DOMESTIC PREFERENCE FOR PROCUREMENTS

Pursuant to 2 CFR 200.322, where appropriate, the State has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). If subawards are to be made the Contractor shall include a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

7.3 PROCUREMENT OF RECOVERED MATERIALS

Where applicable, in the performance of contract, pursuant to 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

To the extent that the scope of work or specifications in the contract requires the contractor to provide recovered materials the scope of work or specifications are modified to require that as follows.

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 1. Competitively within a timeframe providing for compliance with the contract performance schedule;
 2. Meeting contract performance requirements; or
 3. At a reasonable price.
- ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

7.4 EQUAL EMPLOYMENT OPPORTUNITY

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." See, 2 CFR Part 200, Appendix II, para. C.

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color,

religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
- (4) The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the

agency's primary responsibility for securing compliance.

The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

7.5 DAVIS-BACON ACT, 40 U.S.C. 3141-3148, AS AMENDED

When required by Federal program legislation, all prime construction contracts in excess of \$ 2,000 shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are 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. Additionally, contractors are required to pay wages not less than once a week.

7.6 COPELAND ANTI KICK-BACK ACT

Where applicable, the Contractor must comply with 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").

- a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the OGS centralized contract.
- b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the clauses above may be grounds for termination of the OGS centralized contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

7.7 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 comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
- (3) Withholding for unpaid wages and liquidated damages. The unauthorized user shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or

any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

- (4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7.8 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7.9 CLEAN AIR ACT, 42 U.S.C. 7401-7671Q, AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387, AS AMENDED

Where applicable, Contract and subgrants of amounts in excess of \$150,000, must comply with the following:

Clean Air Act

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

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

7.10 DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

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

7.11 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. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

7.12 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

- (1) Procure or obtain;
- (2) Extend or renew a contract to procure or obtain; or
- (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in *Public Law 115-232*, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)

N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

- Letter of Federal Affirmative Action Plan Approval;
- Certificate of Employee Information Report; or
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase and Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase and Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1 et seq.

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)

N.J.S.A. 10:5-39 et seq. (P.L. 1983, c. 197)

N.J.A.C. 17:27-1.1 et seq.

CONSTRUCTION CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

N.J.S.A. 10:5-39 et seq. requires contractors, subcontractors, and permitted assignees performing construction, alteration, or repair of any building or public work in excess of \$250,000 to guarantee equal employment opportunity to veterans.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or

subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contractor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or

subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

EXECUTIVE ORDER NO. 151 REQUIREMENTS

It is the policy of the Division of Purchase and Property that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the Division of Purchase and Property to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The contractor must demonstrate to the Division of Purchase and Property's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the Division of Purchase and Property's contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but is not limited to:

1. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at <https://newjersey.usnlx.com/>;
2. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
3. The Contractor shall actively solicit and shall provide the Division of Purchase and Property with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and
4. The Contractor shall provide evidence of efforts described at 2 above to the Division of Purchase and Property no less frequently than once every 12 months.
5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27.

This language is in addition to and does not replace good faith efforts requirements for construction contracts required by N.J.A.C. 17:27-3.6, 3.7 and 3.8, also known as Exhibit B.

State of New Jersey Standard Terms and Conditions

(Rev: 4/27/2021)

I HEREBY ACCEPT THE TERMS AND CONDITIONS OF THIS CONTRACT

DocuSigned by:

John McKay

Signature

7/29/2021

Date

John McKay, Chief Executive Officer

Print Name and Title

Nan McKay and Associates, Inc.

Print Name of Contractor

**WAIVERED CONTRACTS SUPPLEMENT TO THE
STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS
(Rev. 6/14/2018)**

- A. WAIVERED CONTRACTS SUPPLEMENT TO THE STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS** - This Supplement to the State of New Jersey Standard Terms and Conditions ("Supplement") shall apply to all contracts or purchase agreements made with the State of New Jersey ("State") under N.J.S.A. 52:34-9 or -10 ("Waivered Contracts"). The terms in this Supplement modify the terms of the New Jersey Division of Purchase and Property's Standard Terms and Conditions as may be updated from time to time ("Standard Terms and Conditions"). The combined terms of the Standard Terms and Conditions and this Supplement, in addition to the terms and conditions set forth in the Request for Proposal, Request for Quotation, and/or other agency request ("Solicitation"), if applicable, shall prevail over any conflicts set forth in or incorporated by reference into a contractor's proposal submitted in response to a Solicitation including any standard license, service or other agreement ("Contractor Standard Form Agreement").

The "Contract" shall consist of this Supplement, the Standard Terms and Conditions, the Solicitation, and the proposal submitted by the contractor.

The Standard Terms and Conditions are hereby incorporated by reference. Section numbering of the changes and additions enumerated below continue the number scheme of the Standard Terms and Conditions.

- B. CHANGES/ADDITIONS TO THE STANDARD TERMS AND CONDITIONS FOR ALL GOODS, SERVICES, AND INFORMATION TECHNOLOGY WAIVERED CONTRACTS:**

2.13 OWNERSHIP DISCLOSURE

Pursuant to N.J.S.A. 52:25-24.2, in the event the contractor is a corporation, partnership or limited liability company, the contractor must complete an Ownership Disclosure Form.

A current completed Ownership Disclosure Form must be received prior to or accompany the submitted proposal. A contractor's failure to submit the completed and signed form with its proposal will result in the rejection of the proposal as non-responsive and preclude the award of a Contract to said contractor unless the Division has on file a signed and accurate Ownership Disclosure Form dated and received no more than six (6) months prior to the receipt of the proposal. If any ownership change has occurred within the last six (6) months, a new Ownership Disclosure Form must be completed, signed and submitted with the proposal.

In the alternative, to comply with this section, a contractor with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

2.14 PROHIBITED INVESTMENT IN IRAN

Pursuant to N.J.S.A. 52:32-58, the contractor must utilize this Disclosure of Investment Activities in Iran form to certify that neither the contractor, nor one (1) of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the contractor, nor one (1) of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the contractor is unable to so certify, the contractor shall provide a detailed and precise description of such activities as directed on the form.

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2.15 STATE'S RIGHT TO INSPECT CONTRACTOR'S FACILITIES

The State reserves the right to inspect the contractor's establishment before making an award, for the purposes of ascertaining whether the contractor has the necessary facilities for performing the Contract.

The State may also consult with clients of the contractor to assist the State in making a contract award that is most advantageous to the State.

2.16 STATE'S RIGHT TO REQUEST FURTHER INFORMATION

The Director reserves the right to request all information which may assist him or her in making a contract award, including factors necessary to evaluate the contractor's financial capabilities to perform the Contract. Further, the Director reserves the right to request a contractor to explain, in detail, how the proposal price was determined.

2.17 DELIVERY TIME AND COSTS

Unless otherwise noted elsewhere in the Solicitation, all delivery times are 30 calendar days after receipt of order (ARO) and prices for items in proposals shall be submitted Freight On Board (F.O.B.) Destination (30 calendar days ARO/F.O.B.). The contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State's Using Agency or designated purchaser. Thirty calendar days ARO/F.O.B. does not cover "spotting" but does include delivery on the receiving platform of the Using Agency at any destination in the State of New Jersey unless otherwise specified.

No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at the contractor's convenience when a single shipment is ordered.

The weights and measures of the State's Using Agency receiving the shipment shall govern.

2.18 COLLECT ON DELIVERY (C.O.D) TERMS

C.O.D. terms will not be accepted.

2.19 CASH DISCOUNTS

The contractor is encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts.

Should the contractor choose to offer cash discounts the following shall apply:

- A. Discount periods shall be calculated starting from the next business day after the Using Agency has accepted the goods or services, received a properly signed and executed invoice and, when required, a properly executed performance security, whichever is latest; and
- B. The date on the check issued by the State in payment of that invoice shall be deemed the date of the State's response to that invoice.

2.20 CLAIMS AND REMEDIES

- A. All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

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- B. Nothing in this Contract shall be construed to be a waiver by the State of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.
- C. In the event that the contractor fails to comply with any material Contract requirements, the Director may take steps to terminate this Contract in accordance with the Standard Terms and Conditions, authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor, as provided for in the State administrative code, or take any other action or seek any other remedies available at law or in equity.

2.21 NEWS RELEASES & ADVERTISING

- A. The contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this Contract without the prior written consent of the Director.
- B. The contractor shall not use the State's name, logos, images, or any data or results arising from this Contract as a part of any commercial advertising without first obtaining the prior written consent of the Director.

2.22 ORGAN DONATION

As required by N.J.S.A. 52:32-33.1, the State encourages the contractor to disseminate information relative to organ donation and to notify its employees, through information and materials or through an organ and tissue awareness program, of organ donation options. The information provided to employees should be prepared in collaboration with the organ procurement organizations designated pursuant to 42 U.S.C. 1320b-8 to serve in this State.

3.8 PERFORMANCE SECURITY

If performance security is required, such security must be submitted with the bid in the amount listed in the Solicitation. N.J.A.C. 17:12-2.5. Acceptable forms of performance security are as follows:

1. A properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey,
2. A certified or cashier's check drawn to the order of "Treasurer, State of New Jersey," or
3. An irrevocable letter of credit issued by a federally insured financial institution and naming "Treasurer, State of New Jersey," as beneficiary.

The Performance Security must be submitted to the State within 30 days of the effective date of the Contract award and cover the period of the Contract and any extensions thereof. Failure to submit performance security may result in cancellation of the Contract for cause and nonpayment for work performed.

Although the performance bond is required for the full term of the Contract, the Director recognizes that the industry practice of sureties is to issue a one (1) year performance bond for goods and services contracts. Thus, the contractor is permitted to submit a one (1) year performance bond for the amount required under the Contract and, on each succeeding anniversary date of the Contract, provide a continuation or renewal certificate to evidence that the bond is in effect for the next year of the Contract. This procedure will remain in place for each year of the Contract thereafter until the termination of the Contract. Failure to provide such proof on the anniversary date of the Contract shall result in suspension of the Contract, and possibly, termination of the Contract.

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For performance bonds based on a percentage of the total estimated Contract price. On each anniversary of the effective date of the Contract, the amount of the required performance bond, unless otherwise noted, is calculated by applying the established RFQ performance bond percentage to the outstanding balance of the estimated amount of the Contract price to be paid to the contractor.

In the event that the Contract price is increased by a Contract Amendment, the contractor may be required to provide, within 30 calendar days of the effective date of the Contract Amendment, performance bond coverage for the increase in Contract price. The required increase in the performance bond amount is calculated by applying the established bond percentage set forth above to the increase in Contract price. Failure to provide such proof to the Director of this required coverage may result in the suspension of payment to the contractor until such time the contractor complies with this requirement.

3.9 RETAINAGE

If retainage is required on the Contract as stated in the Solicitation, the state and/or agency will retain the stated percentage or retainage from each invoice. Payment of retainage will be authorized after satisfactory completion and submission of all services, deliverables or work products by the contractor and acceptance by the agency of all services, deliverables or work products required by the Contract.

For ongoing contracts, the agency will retain the stated percentage of each invoice submitted. At the end of the three (3) month period after payment of each invoice, the agency will review the contractor's performance and if performance has been satisfactory, the agency will release the retainage for the preceding three (3) month period. Following the expiration of the Contract, retained fees will be released to the contractor after certification by the agency's project manager, if any, that all services have been satisfactorily performed.

3.10 SUBCONTRACTOR UTILIZATION PLAN

A contractor that will subcontract any of the work or services to be provided under the Contract shall submit to the agency along with its proposal a Subcontractor Utilization Plan located at the following webpage: <http://www.state.nj.us/treasury/purchase/forms/subcontracting.pdf>. See also Section 5.8 of the Standard Terms and Conditions.

5.17 CONFIDENTIALITY

- a. The State's obligation to maintain the confidentiality of the contractor's confidential information provided to the State under the Contract is conditioned upon and subject to the State's obligations under the New Jersey Public Records Act, N.J.S.A. 47:1A-1 et seq., ("OPRA"), the New Jersey common law right to know, and any other lawful document request or subpoena.
- b. By virtue of the Contract, the parties may have access to information that is confidential to one another. The parties agree to disclose only information that is required for the performance of their obligations under the Contract. The contractor's confidential information, to the extent not expressly prohibited by law, shall consist of all information clearly identified as confidential at the time of disclosure ("Contractor Confidential Information"). Notwithstanding the previous sentence, the contractor acknowledges the terms and pricing of the Contract are subject to disclosure under OPRA, the New Jersey common law right to know, and any other lawful document request or subpoena.
- c. The State's Confidential Information shall consist of all information or data in any form whatsoever supplied by the State, any information or data gathered by the contractor in fulfillment of the Contract and any analysis thereof (whether in fulfillment of the Contract or not).
- d. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party, except that if the information is personally identifying to a person or entity regardless of whether it has become part of the public

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domain through other means, the other party must maintain full efforts under the Contract to keep it confidential; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

- e. The parties agree to hold each other's Confidential Information in confidence, using at least the same degree of care in doing so that it uses to protect its own confidential information.
- f. In the event that the State receives a request for Contractor Confidential Information related to the Contract pursuant to a court order, subpoena, lawful document request or other operation of law, the State agrees, if permitted by law, to provide the contractor with as much notice, in writing, as is reasonably practicable and the State's intended response to such request. The contractor shall take any action it deems appropriate to protect its documents and/or information.
- g. In addition, in the event the contractor receives a request for State Confidential Information pursuant to a court order, subpoena, or other operation of law, the contractor shall, if permitted by law, provide the State with as much notice, in writing, as is reasonably practicable and the contractor's intended response to such request. The State shall take any action it deems appropriate to protect its documents and/or information. Notice to the State shall not relieve the contractor of its obligation to take action to protect such information if the contractor is aware of a legal reason to do so.
- h. Notwithstanding the requirements of nondisclosure described in this Section 5.17, either party may release the other party's Confidential Information (i) if directed to do so by a court or arbitrator of competent jurisdiction, (ii) pursuant to a lawfully issued subpoena or other lawful document request, (iii) in the case of the State, if the State determines the documents or information are subject to disclosure and the contractor does not exercise its rights as described in subsection (f), or if the contractor is unsuccessful in defending its rights as described in subsection (f), or (iv) in the case of the contractor, if the contractor determines the documents or information are subject to disclosure and the State does not exercise its rights as described in subsection (g), or if the State is unsuccessful in defending its rights as described in subsection (g).

C. CHANGES/ADDITIONS TO THE STANDARD TERMS AND CONDITIONS APPLICABLE TO SERVICES AND INFORMATION TECHNOLOGY WAIVERED CONTRACTS:

4.2 INSURANCE

The following paragraph D is added to section 4.2 of the Standard Terms and Conditions:

- D. Professional Liability Insurance: When it is common to the contractor's profession to do so, the contractor shall carry Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance sufficient to protect the contractor from any liability arising out the professional obligations performed pursuant to the requirements of the Contract. The insurance shall be in the amount of not less than \$5,000,000 and in such policy forms as shall be approved by the State. If the contractor has claims-made coverage and subsequently changes carriers during the term of the Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

5.18 OWNERSHIP

Capitalized terms used but not defined are defined in Subsection D of this Supplement, below.

- a. Contractor Intellectual Property; COTS and Customized Software – The contractor retains ownership of all Contractor Intellectual Property, and any modifications thereto and derivatives thereof, that the contractor supplies to the State pursuant to the Contract. The contractor grants the State a non-exclusive, perpetual royalty-free license to use Contractor Intellectual Property delivered to the State for the purposes contemplated by the Contract.

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- b. Third Party Intellectual Property – Unless otherwise specified in the Solicitation that the State, on its own, will acquire and obtain a license to Third Party Intellectual Property, the contractor shall secure on the State’s behalf, in the name of the State and subject to the State’s approval, a license to Third Party Intellectual Property sufficient to fulfill the business objectives, requirements and specifications identified in the Contract at no additional cost to the State beyond that in the bid price. Under no circumstances will the State accept a license for Third Party Intellectual Property that contains terms and conditions that conflict with the terms and conditions of the Contract. If the contractor uses Third Party Intellectual Property, the contractor must indemnify the State for infringement claims with respect to the Third Party Intellectual Property. The contractor agrees that its use of Third Party Intellectual Property shall be consistent with the license for the Third Party Intellectual Property, whether supplied by the contractor, secured by the State as required by the Solicitation, or otherwise supplied by the State.
- c. Work Product; Custom Software – The State owns all Custom Software which shall be considered “work made for hire”, i.e., the State, not the contractor, subcontractor, or third party, shall have full and complete ownership of all such Custom Software. To the extent that any Custom Software may not, by operation of the law, be a “work made for hire” in accordance with the terms of the Contract, contractor, subcontractor, or third party hereby assigns to the State, or the contractor shall cause to be assigned to the State, all right, title and interest in and to any such Custom Software and any copyright thereof, and the State shall have the right to obtain and hold in its own name any copyrights, registrations and any other proprietary rights that may be available.
- d. Work Product; Services – The State owns all Deliverables developed for the State in the course of providing Services under the Contract, including but not limited to, all data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the Contract, including but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the Services required under the Contract.
- e. State Intellectual Property – Data and Background Information. The State owns all State Intellectual Property and State data and background information provided to the contractor pursuant to the Contract. The State’s data and background information shall include, without limitation, all data, technical information, and materials provided to the contractor by the State to facilitate performance of the Contract, including but not limited to all reports, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents. The items described in the preceding sentence shall be delivered or returned to the State of New Jersey upon thirty (30) days’ notice by the State or thirty (30) days after the expiration or termination of the Contract. Only to fulfill the purposes of the Contract does the State grant the contractor a non-exclusive, royalty-free, world-wide license to use, copy, display, distribute, transmit and prepare derivative works of State Intellectual Property and State data and background information. Notwithstanding anything to the contrary contained in the Terms and Conditions or this Supplement, no part of the State’s data will be disclosed, sold, assigned, leased or otherwise disposed of to any person or entity other than the State unless specifically directed to do so in writing by the Contract Manager. The State’s license to the contractor is limited by the term of the Contract and the confidentiality obligations set forth in Section 5.17 of this Supplement.
- f. No Rights – Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon the contractor any right, title, or interest in State Intellectual Property or any intellectual property that is now owned or licensed to or subsequently owned by or licensed by the State. Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon the State any right, title, or interest in any Contractor Intellectual Property that is now owned or subsequently owned by the contractor. Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon the State any right, title, or interest in any Third Party Intellectual Property that is now owned or subsequently owned by a Third Party.

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D. CHANGES/ADDITIONS TO THE STANDARD TERMS AND CONDITIONS FOR ALL INFORMATION TECHNOLOGY WAIVERED CONTRACTS:

1.2 DEFINITIONS

The following definitions shall apply to information technology contracts:

- i. The term "Acceptance" means the written confirmation by an Agency that the contractor has completed a Deliverable according to the specified requirements.
- ii. The term "Contractor Intellectual Property" means any intellectual property that is owned by the contractor and contained in or necessary for the use of the Deliverables or which the contractor makes available for the State to use as part of the work under the Contract. Contractor Intellectual Property includes COTS or Customized Software owned by the contractor, the contractor's technical documentation, and derivative works and compilations of any Contractor Intellectual Property.
- iii. The term Commercial Off the Shelf Software ("COTS") means Software provided by the contractor that is intended for general use.
- iv. The term "Custom Software" means Software and Work Product that is developed by the contractor at the request of the Agency to meet the specific requirements of the Agency and is intended for its use.
- v. The term "Customized Software" means COTS that is adapted by the contractor to meet specific requirements of the Agency that differ from the standard requirements of the base product.
- vi. The term "Deliverable" means the goods, products, Services and Work Product that the contractor is required to deliver to the State under the Contract;
- vii. The terms "goods" and "products" shall be deemed to include, without limitation, Software and Hardware.
- viii. The term "Hardware" shall be deemed to include computer equipment and any Software provided with the Hardware that is necessary for the Hardware to operate.
- ix. The term "Information Technology Contract" shall mean, notwithstanding any definition in New Jersey Statutes, a Contract for one or more of the following: Hardware, Software, Services, telecommunication goods and services, and all related goods.
- x. The terms "Services" shall be deemed to include, without limitation (i) Information Technology ("IT") professional services; (ii) Software and Hardware-related services, including without limitation, installation, configuration, and training and (iii) Software and Hardware maintenance and support and/or Software and Hardware technical support services.
- xi. The term "Software" means, without limitation, computer programs, source codes, routines, or subroutines supplied by the contractor, including operating software, programming aids, application programs, application programming interfaces and software products, and includes COTS, Customized Software and Custom Software, unless the context indicates otherwise.
- xii. The term "State Intellectual Property" means any intellectual property that is owned by the State. State Intellectual Property includes any derivative works and compilations of any State Intellectual Property.
- xiii. The term "Third Party Intellectual Property" means any intellectual property owned by parties other than the State or the contractor and contained in or necessary for the use of the Deliverables. Third Party Intellectual Property includes COTS owned by Third Parties, and derivative works and compilations of any Third Party Intellectual Property.
- xiv. The term "Work Product" means every invention, modification, discovery, design, development, customization, configuration, improvement, process, Software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by the contractor or the contractor's subcontractors or a third party engaged by the contractor or its subcontractor pursuant to the Contract. Notwithstanding anything to the contrary in the preceding sentence, Work Product does not include State Intellectual Property, Contractor Intellectual Property or Third Party Intellectual Property.

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2.10 COMPLIANCE - LAWS

The following is added to section 2.10 of the Standard Terms and Conditions:

COMPLIANCE – DATA AND PRIVACY LAWS – The contractor must comply with all State and Federal data and privacy laws, rules and regulations applicable to both the contractor and the State under the Contract.

4.1 INDEMNIFICATION

Section 4.1 of the Standard Terms and Conditions is deleted in its entirety and replaced with the following:

INDEMNIFICATION AND LIMITATION OF LIABILITY:

1. INDEMNIFICATION - The contractor's liability to the State and its employees in third party suits shall be as follows:
 - a) The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State and its officers, agents, servants and employees, from and against any and all third party claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith:
 - i. For or on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or products supplied under the Contract or the order; and
 - ii. For or on account of the use of any patent, copyright, trademark, trade secret or other proprietary right of any copyrighted or uncopied composition, secret process, patented or unpatented invention, article or appliance ("Intellectual Property Rights") furnished or used in the performance of the Contract; and
 - iii. The contractor's indemnification and liability under subsection (a) is not limited by, but is in addition to the insurance obligations contained in these Standard Terms and Conditions.
 - b) In the event of a claim or suit involving third-party Intellectual Property Rights, the contractor, at its option, may: (1) procure for the State the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties. The State will (1) promptly notify the contractor in writing of the claim or suit; (2) the contractor shall have control of the defense and settlement of any claim that is subject to subsection (a); provided, however, that the State must approve any settlement of the alleged claim, which approval shall not be unreasonably withheld. The State may observe the proceedings relating to the alleged claim and confer with the contractor at its expense. Furthermore, neither the contractor nor any attorney engaged by the contractor shall defend the claim in the name of the State of New Jersey or any Agency, nor purport to act as legal representative of the State of New Jersey or any Agency, without having provided notice to the Director of the Division of Law in the Department of Law and Public Safety and to the Director of DPP. The State of New Jersey may, at its election and expense, assume its own defense and settlement.
 - c) Notwithstanding the foregoing, the contractor has no obligation or liability for any claim or suit concerning third-party Intellectual Property Rights arising from: (1) the State's unauthorized combination, operation, or use of a product supplied under the Contract with any product, device, or Software not supplied by the contractor; (2) the State's unauthorized alteration or modification of any product supplied under the Contract; (3) the contractor's compliance with the State's designs, specifications, requests, or instructions, provided that if the State provides the contractor with such designs, specifications, requests, or instructions, the contractor reviews same and advises that such designs, specifications, requests or instructions present potential issues of patent or copyright infringement and the State nonetheless directs the contractor to proceed with one or more designs, specifications, requests or instructions that

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present potential issues of patent or copyright infringement; or (4) the State's failure to promptly implement a required update or modification to the product provided by the contractor.

- d) The contractor will be relieved of its responsibilities under subsection (a)(i) and (ii) for any claims made by an unaffiliated third party that arise solely from the actions or omissions of the State, its officers, employees or agents.
- e) This section states the entire obligation of the contractor and its suppliers, and the exclusive remedy of the State, in respect of any infringement or alleged infringement of any Intellectual Property Rights. This indemnity obligation and remedy are given to the State solely for its benefit and in lieu of, and the contractor disclaims, all warranties, conditions and other terms of non-infringement or title with respect to any product.
- f) The provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in the Contract, nor shall they be construed to relieve the contractor from any liability, nor preclude the State from taking any other actions available to it under any other provisions of the Contract or otherwise at law or equity.
- g) The contractor agrees that any approval by the State or Using Agency of the work performed and/or reports, plans or specifications provided by the contractor shall not operate to limit the obligations of the contractor assumed in the Contract.
- h) The State of New Jersey will not indemnify, defend or hold harmless the contractor. The State will not pay or reimburse for claims absent compliance with Section 4.1(2) of this Supplement and a determination by the State to pay the claim or a final order of a court of competent jurisdiction.

2. STATE RESPONSIBILITIES

Subject to the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.), the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.) and the appropriation and availability of funds, the State will be responsible for any cost or damage arising out of actions or inactions of the State, its employees or agents under Section 4.1(1)(a)(i) and (ii) of this Supplement which results in an unaffiliated third party claim. This is the contractor's exclusive remedy for these claims.

3. LIMITATION OF LIABILITY

- a) The contractor's liability to the State for actual, direct damages resulting from the contractor's performance or non-performance of, or in any manner related to, the Contract for any and all claims, shall be limited in the aggregate to 200% of the fees paid to the contractor for the products or Services giving rise to such damages, except that such limitation of liability shall not apply to the following:
 - i. The contractor's indemnification obligations as described in Section 4.1(1) of this Supplement; and
 - ii. The contractor's breach of its obligations of confidentiality described in Section 5.17 of this Supplement; and
- b) The contractor shall not be liable for consequential or incidental damages.

5.11 CONTRACTOR PERFORMANCE WARRANTIES

Section 5.11 of the Standard Terms and Conditions is deleted in its entirety and replaced with the following:

1. COTS and Customized Software

- a. Unless the Contractor Standard Form Agreement provides greater coverage as determined by the State, in its sole discretion, the contractor warrants that COTS and Customized Software products licensed to the State shall operate in all material respects as described in the Solicitation and/or contractor technical documentation for ninety (90) days after Acceptance. The State shall

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notify the contractor of any COTS or Customized Software product deficiency within ninety (90) days after Acceptance. For a Contract requiring the delivery of COTS or Customized Software and Custom Software, a notice within one hundred eighty (180) days that describes a deficiency in functional terms without specifying whether the deficiency is with COTS, Customized Software or Custom Software shall be deemed a notice that triggers the warranty provisions in both Section 5.11(a) and 5.11(b) of this Supplement.

- b. Except for the portion of the contractor's COTS or Customized Software product that intentionally contains one or more of the following for the purpose of anti-virus protection, the contractor warrants that, at the time of delivery and installation of the COTS or Customized Software provided pursuant to the Contract, its product shall be free of what are commonly defined as viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the COTS or Customized Software, collect unlawful personally identifiable information on users, or prevent the COTS or Customized Software from performing as required under the Contract.
- c. In the event of any breach of this warranty, the contractor shall correct the product errors that caused the breach of warranty, or if the contractor cannot substantially correct such breach in a commercially reasonable manner, the State may end its usage and recover the fees paid to the contractor for the license and any unused, prepaid, technical support fees paid. Under no circumstances does this warranty provision limit the contractor's obligation in the event of a breach of confidentiality.
- d. The contractor does not warrant that COTS or Customized Software is error-free or that it will operate uninterrupted.

2. Custom Software

- a. Unless the Contractor Standard Form Agreement provides greater coverage, as determined by the State, in its sole discretion, the contractor warrants that Custom Software Deliverables shall operate in all material respects as described in the applicable specification documentation for one hundred and eighty (180) days after Acceptance. The State shall notify the contractor of any Custom Software deficiency within one hundred and eighty (180) days after Acceptance of the Custom Software Deliverable (the "Notice Period"). Where the contractor is providing multiple Custom Software Deliverables over the term of the Contract, the Notice Period shall begin to run after the Acceptance of the final Custom Software Deliverable under the Contract. At that time, the State may assert defect claims relating to any and all of the Custom Software Deliverables provided under the Contract; however, the State may also assert claims earlier, in its discretion, without waiving the Notice Period.
- b. For a Contract requiring the delivery of COTS or Customized Software and Custom Software, a notice within one hundred eighty (180) days that describes a deficiency in functional terms without specifying whether the deficiency is with COTS, Customized Software or Custom Software shall be deemed a notice that triggers the warranty provisions in both Section 5.11(a) and 5.11(b) of this Supplement.
- c. The contractor warrants that, at the time of Acceptance of the Custom Software Deliverable provided pursuant to the Contract, its product shall be free of what are commonly defined as viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the Custom Software, collect unlawful personally identifiable information on users, or prevent the Custom Software from performing as required under the Contract. Under no circumstances does this warranty provision limit the contractor's obligation in the event of a breach of confidentiality.
- d. In the event of any breach of this warranty, the contractor shall correct the Custom Software errors that caused the breach of warranty, or if the contractor cannot substantially correct such breach in a commercially reasonable manner, the State may recover a portion of the fees paid to the contractor for the Custom Software with the uncorrected defect or in the event that the Custom Software is still deemed, by the State in its sole discretion, to be usable by the State even with the uncorrected defect, the State may recover a portion of the fees paid to the

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contractor for the Custom Software (up to the total amount of such charges for such Custom Software) to reflect any reduction in the value of the Custom Software Deliverable as a result of the uncorrected defect. Under no circumstances does this warranty provision limit the contractor's obligations in the event of a breach of confidentiality.

- e. The contractor does not warrant that Custom Software is error-free or that it will operate uninterrupted.

3. IT Services

- a. Unless the Contractor Standard Form Agreement provides greater coverage, as determined by the State, in its sole discretion, the contractor warrants that all Services will be provided in a professional manner consistent with industry standards. The State shall notify the contractor of any Services warranty deficiencies within ninety (90) days from performance of the deficient Services.
- b. In the event of any breach of this warranty, the contractor shall re-perform the deficient Services, or if the contractor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to the contractor for the deficient Services.

4. Hardware

- a. Unless the Contractor Standard Form Agreement provides greater coverage, as determined by the State, in its sole discretion, the contractor warrants that the equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- b. The contractor warrants that all equipment supplied to the State and operated by electrical current is UL listed where applicable.
- c. The contractor warrants that all new machines are to be guaranteed as fully operational for one (1) year from time of Acceptance by the State. For the avoidance of doubt, Acceptance with respect to Hardware in this subsection (d) shall occur no later than sixty (60) days after delivery, as evidenced by a signed delivery receipt. The contractor shall render prompt service without charge, regardless of geographic location.
- d. The contractor warrants that sufficient quantities of parts necessary for proper service to equipment shall be maintained at distribution points and service headquarters.
- e. The contractor warrants that trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.
- f. The contractor warrants that all Software included with the Hardware shall perform substantially in accordance with specifications, for one (1) year from the time of Acceptance. The contractor warrants that Software media will be free from material defects in materials and workmanship for a period of one (1) year from the date of Acceptance.
- g. In the event of any breach of this warranty, the contractor shall promptly repair, replace or refund the purchase price of product rejected for failure to conform with the contractor's product specifications.

- 5. THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND THE CONTRACTOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

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5.19 AUDIT NOTICE AND DISPUTE RESOLUTION

To the extent the contractor's proposal or Standard Form Agreement permits the contractor to conduct periodic audits of the State's usage of the Contractor Intellectual Property provided thereunder, such provision is amended to include the following audit notice and dispute resolution process:

- a. **AUDIT NOTICE** – Notwithstanding anything to the contrary in the contractor's proposal or Standard Form Agreement, in the event that the contractor seeks to exercise a right in its proposal or Standard Form Agreement to audit the State's use of Contractor Intellectual Property, the contractor shall deliver simultaneous written notice, no less than thirty days in advance of the audit start date (unless the contractor's notice provides a longer notice period), to the:
 - i. Director of the New Jersey Department of Treasury, Division of Purchase and Property:
Procurement Bureau, Technology Unit
P.O. Box 230
Trenton, NJ 08625-0230
 - ii. Chief of Staff of the New Jersey Office of Information Technology:
Office of the Chief Technology Officer
300 Riverview Plaza
Trenton, NJ 08625
 - iii. State Contract Manager.

The notice shall reference the specific audit provision(s) in the contractor's proposal or Standard Form Agreement being exercised and include copies of same, specify the means by which the contractor will conduct the audit, and shall require the audit to be conducted in accordance with generally accepted standards in the field of such audits.

- b. **AUDIT DISPUTE RESOLUTION** -- If the State, in good faith, provides the contractor with written notice of an alleged error in the amount of underpaid fees due the contractor as a result of an audit (the "dispute"), then the parties will endeavor to resolve the dispute in accordance with this paragraph. Each party will appoint a Vice President, Assistant Director, or the equivalent (hereinafter referred to as "Representative") to discuss the dispute and no formal proceedings for the judicial resolution of such dispute, except for the seeking of equitable relief or those required to avoid non-compliance with the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., may begin until either such Representative concludes, after a good faith effort to resolve the dispute, that resolution through continued discussion is unlikely. In addition, the parties shall refrain from exercising any termination right related to the dispute being considered under this paragraph and shall continue to perform their respective obligations under the Contract while they endeavor to resolve the dispute under this paragraph.
- c. **STATE NOT LIABLE FOR AUDIT COSTS** -- Notwithstanding anything to the contrary in the contractor's proposal or Standard Form Agreement, the State will not reimburse the contractor for any costs related to an audit.
- d. **NO AUDIT RIGHT CREATED** -- In the event that the contractor's proposal or Standard Form Agreement does not permit audits of the State's usage of Contractor Intellectual Property, Section 5.19 of this Supplement shall not be interpreted to provide such an audit right.

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**I HEREBY ACCEPT THE TERMS AND CONDITIONS
OF THIS CONTRACT**

DocuSigned by:

John McKay

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Signature

7/29/2021

Date

John McKay, Chief Executive Officer

Print Name and Title

Nan McKay and Associates, Inc.

Print Name of Contractor



OFFER AND ACCEPTANCE PAGE

State of New Jersey
 Department of the Treasury
 Division of Purchase and Property
 33 West State Street, P.O. Box 230
 Trenton, New Jersey 08625-0230

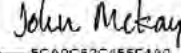
Bid Solicitation Title Eviction Prevention Program Consulting Services
 Bid Solicitation No. _____
 Blanket P.O. Term See Bid Solicitation Section 5.2

Open to Cooperative Purchasing

TO THE STATE OF NEW JERSEY:

The Undersigned hereby offers and agrees to furnish the good, products, or services in compliance with all terms of this Master Blanket Purchase Order (Blanket P.O.) as defined in Section 2.0 of the Bid Solicitation.

Vendor {Bidder} Nan McKay and Associates, Inc.
Address 1810 Gillespie Way Suite 202
City, State, Zip Code El Cajon, CA 92020
Phone Number 800-783-3100
Fax Number 691-258-5791

Authorized Signature 
Printed Name John McKay
Title Chief Executive Officer
Email Address [REDACTED]
FEIN [REDACTED]

DocuSigned by:

5CA0C62C4B5F4A0
 JUNE 11 2020 10:10 AM

Pursuant to P.L. 2017, c. 95, please indicate whether the Vendor {Bidder} self-identifies as any of the following as defined in N.J.S.A. 52:32-19:

Minority-Owned Business Women-Owned Business Small Business Not Applicable

For set-aside contracts only, a Vendor {Bidder} must be registered with the N.J. Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit. Please refer to N.J.A.C. 17:13-3.1 & 17:13-3.2 for additional information.

By signing and submitting this Offer, the Vendor {Bidder} certifies and confirms that:

1. The Vendor {Bidder} has read, understands, and agrees to all terms, conditions, and specifications set forth in the State of New Jersey Standard Terms and Conditions and the provisions set forth in the Bid Solicitation Section 4.4.1.1.1 (MacBride Principles Certification), Section 4.4.1.1.2 (Non-Collusion), and Section 4.4.1.1.3 (New Jersey Business Ethics Guide Certification);
2. The Vendor's {Bidder's} failure to meet any of the terms and conditions of the Blanket P.O. as defined in the Bid Solicitation shall constitute a breach and may result in suspension or debarment from further State bidding;
3. A defaulting Vendor {Contractor} may also be liable, at the option of the State, for the difference between the Blanket P.O. price and the price bid by an alternate Vendor {Bidder} of the goods or services in addition to other remedies available; and
4. By signing and submitting this Offer, the Vendor {Bidder} consents to receipt of any and all documents related to this Bid Solicitation and the resulting Blanket P.O. by electronic medium.

THIS FORM SHOULD BE SIGNED, COMPLETED AND INCLUDED WITH THE VENDOR'S {BIDDER'S} QUOTE

ADDITIONAL VENDOR {BIDDER} REQUIREMENTS

Bid Security Amount _____ Payment Security Amount _____
 Performance Security Amount _____ Retainage Percentage _____

ACCEPTANCE OF OFFER *(For State Use Only)*

The Offer above is hereby accepted and now constitutes a Blanket P.O. {Contract} with the State of New Jersey. The Vendor {Contractor} is now bound to sell the goods, products, or services listed by the attached Blanket P.O. {Contract} as defined by Section 2.0 of the Bid Solicitation. The Vendor {Contractor} shall not commence any work or provide any good, product, or service under this Blanket P.O. {Contract} until the Vendor {Contractor} complies with all requirements set forth in the Bid Solicitation and receives written notice to proceed.

Blanket P.O. Number _____
 Blanket P.O. Award Date _____ Blanket P.O. Effective Date _____

State of New Jersey Authorized Signature _____

Strengthening neighborhoods nationwide since 1980.
Guiding communities for decades to come.



nmca

Nan McKay & Associates, Inc.
1810 Gillespie Way, Suite 202
El Cajon, CA
92020

800.783.3100
619.258.5791
sales@nanmckay.com
www.nanmckay.com