



December 9, 2024

K2 Intelligence (K2 Integrity)
730 Third Avenue, 9th Floor
NY, NY 10017

Attn: Bradley Sussman

Sent via email: bsussman@k2integrity.com

**RE: 2022-RFP-144 Integrity Oversight Monitor services
Letter of Contract Extension – 2nd extension**

Dear Mr. Sussman:

The New Jersey Economic Development Authority's (the Authority) contract with K2 Intelligence to provide Integrity Oversight Monitor services is currently due to expire on December 31, 2024. As set forth in the contract, the Authority is exercising its second of two (2), one (1) year extension options.

This letter serves as notification that the Authority is exercising its **second** extension options for these services, at the same prices, terms, and conditions. The term of this one (1) year extension period is January 1, 2025 – December 31, 2025.

Please be aware that it is incumbent upon K2 Intelligence to continue to provide evidence of valid insurance coverage, for the types and amounts specified in the contract throughout the term of the contract and any extensions thereto. Upon the expiration of each type of insurance coverages(s); please forward evidence of continued insurance coverage to:

The New Jersey Economic Development Authority
Procurement
PO Box 990 – 36 West State Street
Trenton, NJ 08625-0990

If you have any questions, please do not hesitate to contact me at

[REDACTED]

Sincerely,

NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

[REDACTED]

*Manager – Procurement Goods & Services
New Jersey Economic Development Authority (NJEDA)
36 W. State St., PO Box 990
Trenton, NJ 08625-0990*

[REDACTED]

For information about NJEDA's products and services, please visit us on the web:

www.njeda.gov

cc: [REDACTED], Interim Chief Counsel
[REDACTED], Legal Compliance Director
[REDACTED] Managing Director - Procurement
2022-RFP-144 file



October 17, 2023

K2 Intelligence (K2 Integrity)
730 Third Avenue, 9th Floor
NY, NY 10017

Attn: Bradley Sussman

Sent via email: bsussman@k2integrity.com

**RE: 2022-RFP-144 Integrity Oversight Monitor services
Letter of Contract Extension**

Dear Mr. Sussman:

The New Jersey Economic Development Authority's (the Authority) contract with K2 Intelligence to provide Integrity Oversight Monitor services is due to expire on December 31, 2023. As set forth in the contract, the Authority is exercising its first of two (2), one (1) year extension options.

This letter serves as notification that the Authority is exercising its **first** extension options for these services, at the same prices, terms, and conditions. The term of this one (1) year extension period is January 1, 2024 – December 31, 2024.

Please be aware that it is incumbent upon K2 Intelligence to continue to provide evidence of valid insurance coverage, for the types and amounts specified in the contract throughout the term of the contract and any extensions thereto. Upon the expiration of each type of insurance coverages(s); please forward evidence of continued insurance coverage to:

The New Jersey Economic Development Authority
Procurement
PO Box 990 – 36 West State Street
Trenton, NJ 08625-0990

If you have any questions, please do not hesitate to contact me at

[REDACTED]

Sincerely,

NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

[REDACTED]

*Manager – Procurement Goods & Services
New Jersey Economic Development Authority (NJEDA)
36 W. State St., PO Box 990
Trenton, NJ 08625-0990*

[REDACTED]

For information about NJEDA's products and services, please visit us on the web:

www.njeda.gov

cc: [REDACTED], Vice President – Legal & Compliance

[REDACTED] Managing Director - Procurement

2022-RFP-144 file

CONTRACT FOR INTEGRITY OVERSIGHT MONITOR AND SUPPORTING SERVICES

(Reference RFP #2022-RFP-144 Integrity Oversight Monitor)

AGREEMENT made this 1st day of January, 2023, by and between the NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY ("Authority" or "NJEDA"), having its address at 36 West State Street, P.O. Box 990, Trenton, New Jersey 08625, and K2 INTELLIGENCE, LLC, operating as K2 Integrity ("Vendor" or "Secondary Contractor"), having its address at 730 Third Avenue, 9th Floor, New York, New York, 10017.

The Authority and the Secondary Contractor agree as follows:

1. **The Work.** The Secondary Contractor shall perform or shall provide the services as specifically detailed in the Secondary Contractor's Proposal, dated September 24, 2022 and the Authority's Request for Proposal ("RFP"), dated August 15, 2022 and the resultant task orders, which are attached hereto and made a part of this Contract.

2. **Time.** The Secondary Contractor shall render the services described in the Secondary Contractor's Proposal and RFP as required by the Authority and generally pursuant to the Fee Schedule included therein.

The initial term of this Contract is for a twelve (12) month term and may be extended for two (2) additional twelve (12) month extension periods, to be exercised at the sole discretion of the Authority, at the same prices, terms and conditions. Pricing shall remain firm throughout the term of the contract and any extensions thereto.

Notwithstanding the expiration or termination of this agreement, the Authority reserves the right at its sole discretion to extend this agreement on a month-to-month basis beyond expiration or termination until all services required by the contract are completed or a replacement contract for Integrity Oversight Monitor is entered into by the Authority and the replacement Secondary Contractor is prepared to engage in the Work. Pricing will be consistent with the pricing from the RFP Fee Schedule of the executed Contract agreement during any extension on a month-to-month basis, beyond expiration or termination.

3. **Contract Price.** The Authority shall pay the Secondary Contractor for the performance of the Work based on the Prices, as stated in the *Fee Schedule* set forth in the Secondary Contractor's Proposal. The Authority may require services in addition to those agreed to in the RFP and the Proposal. Compensation to the Secondary Contractor for additional services shall be in accordance with the *Fee Schedule* as set forth in Secondary Contractor's Proposal; or if not specified in Secondary Contractor's Fee Schedule, then

reasonable and customary amounts as negotiated by the Authority.

4. **Ownership and Use of Documents.** 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, software computer programs and accompanying documentation and 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 this contract shall be and remain the property of the Authority and shall be delivered to the Authority upon thirty (30) days' notice by the Authority. Regarding software computer programs and / or source codes developed for the Authority, the work shall be considered "work for hire," that is, the Authority, not the Secondary Contractor or subcontractor, shall have full and complete ownership of all software computer programs and / or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Agreement, the Secondary Contractor or subcontractor(s) hereby assigns to the Authority all right, title and interest in and to any such material, and the Authority shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

In the event the Secondary Contractor's proposal identifies bringing pre-existing intellectual property into a project, the background intellectual property ("Background Intellectual Property") owned by the Secondary Contractor on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the Secondary Contractor. This contract, grants to the Authority, a non-exclusive, perpetual royalty-free license to use any of the Secondary Contractor's Background IP delivered to the Authority for the purposes contemplated by the contract and any extensions thereto.

5. **Manner of Payment.** As specified in the RFP and the Fee Schedule, the Secondary Contractor shall submit to the Authority an original invoice and any other documentation, as may be required by the Authority to process payment. The Authority will make prompt payment to the Secondary Contractor, following receipt of and approval of the documentation. No project multipliers shall be used in billings submitted under this Contract, as set forth in the proposal.

6. **Indemnification.** The Secondary Contractor shall defend, indemnify, protect and hold harmless the State of New Jersey and the Authority, and its officers, agents, servants and employees from

and against any and all suits, claims, demands, losses or damages of any kind arising out of or claimed to arise out of any act, error, or omission on the part of the Secondary Contractor, its officers, agents, servants, employees and subcontractors in the performance of services under this Contract. The Secondary Contractor shall, at its own expense, appear, defend and pay all charges for attorneys and all costs and other expenses arising from such suit or claim or incurred in connection therewith. If any judgment shall be rendered against the State of New Jersey and the Authority or its officers, agents, servants, and employees for which indemnification is provided under this Section 6, the Secondary Contractor shall, at its own expense, satisfy and discharge the same.

The Secondary Contractor shall be liable to the Authority for any reasonable costs incurred by the Authority to correct, modify, or redesign any technical information, reports, findings, analyses, surveys or drawings generated or produced by Secondary Contractor or any Work performed by the Secondary Contractor or its subcontractor(s) that is found to be defective or not in accordance with the provisions of the Contract as a result of any negligent act, error, or omission on the part of the Secondary Contractor, its officers, agents, servants, employees and subcontractors. The Secondary Contractor shall be given a reasonable opportunity to correct any deficiency.

The indemnification obligation set forth in Section 6 is not limited in any way by the insurance coverage required pursuant to Section 7 of this Contract and shall survive the terms of this contract.

7. **Insurance.** The Secondary Contractor shall procure and maintain, at its own expense, liability insurance for damages of the kinds and in the amounts hereinafter provided, from insurance companies licensed, admitted and approved to do business in the State of New Jersey. The Secondary Contractor shall obtain this coverage from A VII or better - rated companies as determined by A.M. Best Company. The types and minimum amounts of insurance required are as follows:

(a) **Commercial General Liability Insurance.**

The minimum limits of liability for this insurance shall be \$1,000,000 per occurrence and \$2,000,000 in the aggregate and cover liability based on property damage, death and bodily injury.

The Commercial General Liability Insurance policy shall name the Authority and as additional insured. The coverage to be provided under this policy shall be at least as broad as the standard, basic, unamended and unendorsed commercial general liability policy and shall include contractual liability coverage.

(b) **Workers' Compensation and Employers' Liability.**

Workers' Compensation Insurance shall be provided in accordance with the requirements of the laws of this State and shall include an endorsement to extend coverage to any State, which may be interpreted to have legal jurisdiction. Employers' Liability Insurance shall also be provided in an amount acceptable to the Authority.

(c) **Professional Liability Insurance.**

The Secondary Contractor shall carry Errors and Omissions and/or Professional Liability Insurance sufficient to protect the Secondary Contractor from any liability arising out of professional obligations performed pursuant to this Contract. The insurance shall be in the amount of \$1,000,000 each claim and in such policy form as shall be approved by the Authority.

Professional Liability Insurance shall include coverage for Contingent Bodily Injury and Property Damage.

(d) **Cyber Security Insurance**

The Secondary Contractor shall carry Cyber Security Insurance in the amount of \$1,000,000 each claim which shall include coverage for breach of the Privacy Act or HIPAA regulations.

(e) **Automobile Liability Insurance**

The Secondary Contractor shall carry Commercial Automobile Liability insurance, at all times. The policy shall cover any owned, hired or non-owned automobiles/vehicles used by the insured or its staff with minimum limits for liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

The General Liability, Professional Liability and Cyber Security policies are to be written on a claims-made or occurrence basis. If coverage is written on a claims-made basis; the Secondary Contractor shall maintain continuous claims-made coverage for the life of the contract and any extensions thereto and for a period of two (2) years beyond the expiration of the contract. If continuous claims-made coverage is not maintained, Tail Coverage shall be purchased to cover claims received up to two (2) years beyond the expiration of the contract.

Limits indicated above may be provided through of combination of underlying and excess policies as needed.

ACORD Certificates of Insurance acceptable to the Authority in respect to each of the aforementioned policies shall be filed with the Authority prior to commencement of Work. All policies and corresponding

Certificates must show thirty (30) days' prior written notice of cancellation (10 days' notice for non-payment cancellation) to the Authority. If the insurance policies cannot be endorsed to provide notice of cancellation to third parties, then it is the responsibility of the Secondary Contractor to provide notice of cancellation to the Authority within forty-eight (48) hours of receipt of notification from their insurance company.

8. **Termination.** The Authority shall have the right without cause and in its complete discretion to terminate the Contract at any time upon seven (7) days' advance written notice to the Secondary Contractor. In such event, absent a default on the part of the Secondary Contractor, the Secondary Contractor shall be entitled to compensation for all services properly provided to the Authority pursuant to the Contract prior to such termination.

In addition to other remedies available under law to the non-defaulting party, this Contract may be terminated by either party upon thirty (30) days' advance written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

9. **Confidential Information of the Authority.** In connection with performing the Work, the Secondary Contractor, its employees and subcontractors may receive, review and become aware of proprietary, personnel, commercial, and financial information of the Authority, its employees, members, borrowers or business associates that is confidential and/or proprietary in nature ("Confidential Information"). The Secondary Contractor agrees that the use and handling of Confidential Information by the Secondary Contractor, its employees and subcontractors, shall be done in a responsible manner and solely for furtherance of the Work. Other than to its employees and subcontractors who have a need to know Confidential Information in connection with performance of the Work, the Secondary Contractor agrees not to disclose any Confidential Information, without the prior written consent of the Authority. The Secondary Contractor shall be responsible to assure that its employees and subcontractors do not disclose any Confidential Information without the prior written consent of the Authority. The Secondary Contractor shall inform each of its employees and subcontractors that receives any Confidential Information of the requirements of this Section 9 of the Contract and shall require each such employees and subcontractors to comply with such requirements.

Notwithstanding the foregoing, the term Confidential Information shall not include information which: (i) is already known to the Secondary Contractor, its employees and subcontractors from sources other than the Authority; (ii) is or becomes generally available to the public other than as a result of a disclosure by the Secondary Contractor, its employees and subcontractors; or (iii) is required to be disclosed by law or by

regulatory or judicial process. The Secondary Contractor, its employees and subcontractors may be required to execute a Non-Disclosure Confidentiality Agreement, as may be deemed appropriate by the Authority, in its sole discretion.

Pursuant to *Section 6 Indemnification* of the Contract, the Secondary Contractor shall indemnify and hold the State of New Jersey and the Authority, its employees and members harmless for any breach of *Section 9* "Confidential Information of the Authority", by the Secondary Contractor, its employees or subcontractors.

10. **Debarment Liability.** The Secondary Contractor acknowledges that it shall be rendered liable to debarment in the public interest, pursuant to procedures established by Executive Order No. 34 (1976), and updated by Executive Order No. 189 (1988), and pursuant to N.J.A.C. 19:30-2, for violating any of the following provisions:

- a. 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 Authority officer or employee or special Authority officer or employee, as defined by N.J.S.A. 52:13D-13(b) and (e), 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-13(i), of any such officer or employee, or any 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-13(g).
- b. The solicitation of any fee, commission, compensation, gift, gratuity, or other thing of value by any Authority officer or employee or special Authority officer or employee from any Authority Vendor shall be reported in writing forthwith by the Vendor to the Attorney General of New Jersey and the Executive Commission on Ethical Standards.
- c. 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 Authority officer or employee or special Authority officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to the Authority, or with any person, firm or entity with which he or she is employed or associated or in which he or she has an interest within the meaning of N.J.S.A. 52:13D-13(g). Any relationships subject to this subsection shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon

application of the Authority officer or employee or special Authority 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.

- d. No Vendor shall influence, or attempt to influence or cause to be influenced, any Authority officer or employee or special Authority officer or employee in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- e. No Vendor shall cause or influence, or attempt to cause or influence, any Authority officer or employee or special Authority officer or employee to use, or attempt to use, his or her official position to secure unwarranted privileges or advantages for the Vendor or any other person.

11. **Time for Completion and Damages.** The time for beginning and the time for completion of the Work are essential conditions of the Contract, and the Work embraced shall be commenced on the date of the "Notice to Proceed".

The Secondary Contractor shall proceed with the Work at such rate of progress to ensure full completion as set forth in the RFP and the Secondary Contractor's Proposal.

For reasons within the Secondary Contractor's control, if the Secondary Contractor shall fail to complete the Work, or shall be responsible for a delay which results in the failure to complete the Work within the time specified, or extension of time granted by the Authority, then the Secondary Contractor will pay the Authority an amount sufficient to compensate the Authority for its damages incurred as a result of such failure to complete.

12. **Contractual Liability Act.** Notwithstanding any provision in this Contract or in the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., to the contrary, the parties hereto agree that any and all claims made by the Secondary Contractor against the State of New Jersey and/or the Authority for damages, including, but not limited to costs and expenses, shall be governed by and subject to the provisions of the New Jersey Contractual Liability Act.

13. **Political Campaign Contributions.**

13.1 For the purpose of this Section 13, the following shall be defined as follows:

- a) "Contribution" - means a contribution reportable by a recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act" P.L. 1973, c. 83 (C.10:44A-1 et seq.), and

implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Currently, contributions in excess of \$300 during a reporting period are deemed "reportable" under these laws.

b) "Business Entity" - means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. It also includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under 26 U.S.C.A. 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person's spouse or child, residing in the same household.

c) P.L. 2005, c. 51 – means Public Law 2005, chapter 51 (C. 19:44A-20.13 through C. 19:44A-20.25, inclusive).

13.2 The terms, restrictions, requirements and prohibitions set forth in P.L. 2005, c. 51 are incorporated into this Agreement by reference as material terms of this Agreement with the same force and effect as if P.L. 2005, c. 51 were stated herein its entirety. Compliance with P.L. 2005, c. 51 by Secondary Contractor shall be a material term of this Agreement.

13.3 Secondary Contractor hereby certifies to the Authority that commencing on and after October 15, 2004, Secondary Contractor (and each of its principals, subsidiaries and political organizations included within the definition of Business Entity) has not solicited or made any Contribution of money, pledge of Contribution, including in-kind Contributions, that would bar a contract agreement between Secondary Contractor and the Authority pursuant to P.L. 2005, c. 51. Secondary Contractor hereby further certifies to the Authority that any and all certifications and disclosures delivered to the Authority by Secondary Contractor (and each of its principals, subsidiaries and political organizations included within the definition of Business Entity) are accurate, complete and reliable. The certifications made herein are intended to and shall be a material term of this Agreement and if the Treasurer of the State of New Jersey determines that any Contribution has been made in violation of P.L. 2005, c. 51, the Authority shall have the right to declare this Agreement to be in default.

13.4 Secondary Contractor hereby covenants that Secondary Contractor (and each of its principals, subsidiaries and political organizations included within the definition of Business Entity) shall not knowingly solicit or make any contributions of money, or pledge of a contribution, including in-kind contributions, to a candidate committee or election fund of any candidate or holder of the public office of Governor of New Jersey or to any New Jersey state or county political party committee prior to the expiration or earlier termination of this Agreement. The provisions of this Paragraph 13.4 are intended to and shall be a material term of this Agreement and if the Treasurer of the State of New Jersey determines that any Contribution has been made by Secondary Contractor (and each of its principals, subsidiaries and political organizations included within the definition of Business Entity) in violation of P.L. 2005, c. 51, the Authority shall have the right to declare this Agreement to be in default.

13.5 In addition to any other Event of Default specified in the Contract Documents, the Authority shall have the right to declare an event of default under this Agreement if: (i) Secondary Contractor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) makes or solicits a Contribution in violation of P.L. 2005, c. 51, (ii) Secondary Contractor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) knowingly conceals or misrepresents a Contribution given or received; (iii) Secondary Contractor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) makes or solicits Contributions through intermediaries for the purpose of concealing or misrepresenting the source of the Contribution; (iv) Secondary Contractor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) makes or solicits 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 to any State or county party committee; (v) Secondary Contractor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) engages or employs 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 Secondary Contractor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) directly would violate the restrictions of P.L. 2005, c. 51; (vi) Secondary Contractor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) funds Contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) Secondary Contractor (or any of its principals,

subsidiaries and political organizations included within the definition of Business Entity) engages in any exchange of Contributions to circumvent the intent of P.L. 2005, c. 51; (viii) Secondary Contractor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) directly or indirectly through or by any other person or means, does any act which would violate the restrictions of P.L. 2005, c. 51; or (ix) any material misrepresentation exists in any Political Campaign Contribution Certification and Disclosure which was delivered by Secondary Contractor to the Authority in connection with this Agreement.

13.6 Secondary Contractor hereby acknowledges and agrees that pursuant to P.L. 2005, c. 51, Secondary Contractor shall have a continuing obligation to report to the Office of the State Treasurer, Political Campaign Contribution Review Unit of any Contributions it makes during the term of this Agreement. If after the effective date of this Agreement and before the entire Contract Price is paid by the Authority, any Contribution is made by Secondary Contractor and the Treasurer of the State of New Jersey determines such Contribution to be a conflict of interest in violation of P.L. 2005, c. 51, the Authority shall have the right to declare this Agreement to be in default.

14. General Conditions.

A. The Work shall be performed in a professional manner, in accordance with the standards generally expected or required within the profession and the Work shall also be performed in accordance with all applicable state, federal and local laws, rules, regulations and ordinances.

B. The Secondary Contractor shall provide such reports, certificates, and documents as the Authority may reasonably require.

C. The Secondary Contractor shall provide to the Authority, at Secondary Contractor's expense, copies of all drawings, plans, cost estimates, design analyses, reports, schedules, charts, graphs and/or other documents required for the Project.

D. If the Authority or Secondary Contractor observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with any of the Contract Documents, prompt written notice thereof shall be given by the party discovering the defect to the other.

E. The Authority shall furnish all information available to the Authority, and reasonably required for the performance of the Work and shall render approvals and decisions as expeditiously as possible for the orderly progress of the Secondary Contractor's services and of the Work.

F. The Secondary Contractor shall comply with the affirmative action requirements set forth in the Law Against Discrimination, N.J.S.A. 10:5-31 et seq., and the regulations promulgated thereunder by the State Department of Treasury.

G. The Secondary Contractor is required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq., which are expressly included within the terms of this Contract, refer to "*Exhibit A*" annexed hereto and made a part hereof.

The Secondary Contractor agrees that:

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 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.

H. In accordance with N.J.S.A. 52:32-44, the Authority is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of

Revenue and Enterprise Services within the Department of the Treasury. Prior to contract award or authorization, the contractor shall provide the Authority with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized. During the course of contract performance:

(1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.

(2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.

(3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall 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, (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 Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, 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 proof of business registration not properly provided under a contract with a contracting agency.

I. In accordance with the requirements of N.J.S.A. 52:32-17 et seq. N.J.A.C. 17:13-1.2 et seq., and N.J.A.C. 17:14-1.2 et seq., as amended, the Authority is required to develop a set-aside plan for Small

Businesses. The Secondary Contractor agrees that, if awarded a contract based on this plan, it shall comply with all requirements of these provisions. If the Secondary Contractor fails to comply with the requirements of these provisions, the Authority may declare this Contract void.

J. Pursuant to N.J.S.A. 52:34-13.2, all Work and all subcontractor services performed in connection with or as part of the Work shall be performed within the United States.

K. Pursuant to N.J.S.A. 52:15C-14(d), relevant records of private vendors or other persons entering into contracts with the Authority are subject to audit or review by the New Jersey Office of the State Comptroller. Therefore, the Secondary Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

L. The Secondary Contractor shall not disclose to any third party the contents of the information, reports, findings, analysis, surveys, drawings and creative elements generated or produced in performance of this Contract, or provide copies of same, without the prior written consent of the Authority, except where such information, reports, etc. are legally required by order of court or administrative agency, state or federal.

M. The Authority and the Secondary Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party of this Contract and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Contract. Neither the Authority nor the Secondary Contractor shall assign, sublet, or transfer any interest in this Contract without the prior written consent of the other party.

N. Any notices required to be given under this Contract shall be mailed to:

New Jersey Economic Development Authority
PO Box 990
36 West State Street
Trenton, New Jersey 08625-0990
Attn: Designated Contract Manager

AND

K2 Intelligence
730 Third Avenue, 9th Floor
New York, New York 10017
Attn: Bradley Sussman – Managing Director

O. To the extent that there is any conflict between the terms and conditions of the Secondary Contractor's Proposal and the terms and conditions of the Contract and the Authority's RFP, the Contract and RFP shall control.

P. This Contract shall be construed under the laws of the State of New Jersey.

Q. The headings of the various paragraphs of this Contract are inserted for the convenience of reference only, and in no way define, describe or limit the scope or intent of this Contract or any of the provisions hereof, and shall not affect the interpretation of this Contract or any of the provisions hereof.

R. This Contract shall be construed without any presumptions against the drafter and shall be considered as though it were drafted cooperatively by both parties.

S. In the event that any portion of this Contract is found to be contrary to law and unenforceable; the validity of remaining covenants, agreements, terms and provisions contained in this Contract, shall be in no way affected, prejudiced or disturbed thereby.

T. This Contract constitutes the entire agreement between the parties. Any changes or amendments to the Contract must be in writing and signed by the Secondary Contractor and an authorized representative of the Authority.

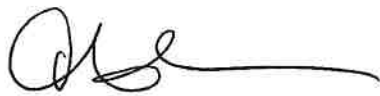
U. The parties hereto represent that they have the proper authority to sign on behalf of the entities entering this Contract and they fully intend for the Authority and Secondary Contractor to be legally bound.

V. Pursuant to N.J.S.A. 54:49-19, and notwithstanding the provision of another 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 good 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 so much of that payment as shall be necessary to satisfy the indebtedness. The amount set-off shall not allow for the deduction of any expense or other deduction which might be attributable to the taxpayer partner or shareholder subjection of set-off under this Act. The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and provide an opportunity for a hearing within (30) days of such notice under the procedures for protests established under N.J.S.A. 54:49-19. No request for conference, protest or subsequent appeal to the Tax Court from any protest shall stay the collection of the indebtedness.

This Contract for Integrity Oversight Monitor and Support Services is entered into as of the day and year first written above.

ATTEST:

**NEW JERSEY ECONOMIC
DEVELOPMENT AUTHORITY**

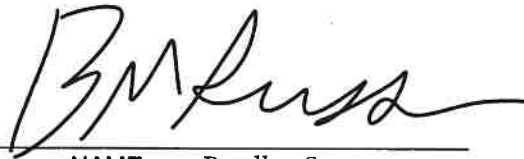
By: 
NAME: *Christine Baker*
Title: *Chief Legal & Admin. Officer*


TIMOTHY SULLIVAN
Chief Executive Officer

ATTEST:

K2 INTELLIGENCE

By: 
NAME: Gabrielle D'Amato
Title: Legal Associate

By: 
NAME: Bradley Sussman
Title: Managing Director

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

GOODS, PROFESSIONAL SERVICE AND GENERAL SERVICE 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.

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 (3) documents:

- *Letter of Federal Affirmative Action Plan Approval*
- *Certificate of Employee Information Report*
- *Information Report Form AA-302*(electronically provided by the Division and distributed to the public agency through the Division's website at www.state.nj.us/treasury/contractcompliance)

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase & Property, Contract Compliance Audit Unit (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 & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

Business Registration Notice:

All New Jersey and out-of-State business organizations must obtain a “*Business Registration Certificate*” (“*BRC*”) from the Department of the Treasury - Division of Revenue, prior to the award of a contract the New Jersey Economic Development Authority (“*Authority*”). Proof of valid “*Business Registration*” of the successful bidder, joint venture partners and named subcontractors must be submitted to the Authority before a contract can be awarded. Failure to submit such “*Business Registration Certificate(s)*” may render the BID materially non-responsive. The “*Business Registration*” form (*Form NJ-REG*) can be found online at:

<http://www.state.nj.us/treasury/revenue/gettingregistered.htm#busentity>

Definitions:

“*Affiliate*” means any entity that (1) directly, indirectly, or constructively controls another entity, (2) is directly, indirectly, or constructively controlled by another entity, or (3) is subject to the control of a common entity. An entity controls another entity if it owns, directly or individually, more than fifty (50%) percent of the ownership in that entity.

“*Business Organization*” means an individual, partnership, association, joint stock company, trust, corporation, or other legal business entity or successor thereof.

“*Business Registration*” means a “*Business Registration Certificate*” issued by the Department of the Treasury or such other form or verification that a contractor or subcontractor is registered with the Department of Treasury.

“*Contracting Agency*” means the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission or other instrumentality within or created by such department, or any independent State authority, commission, instrumentality or agency, or any State college or university, any county college, or any local unit.

“*Contractor*” means a business organization that seeks to enter, or has entered into, a contract to provide goods or services with the New Jersey Economic Development Authority.

“*Subcontractor*” means any business organization that is not a contractor that knowingly provides goods or performs services for a contractor or another subcontractor in the fulfillment of a contract.

Requirements Regarding Business Registration Form:

A contractor must have a valid “*Business Registration Certificate*” in order to be awarded a contract by the New Jersey Economic Development Authority.

All subcontractors shall provide a copy of its “*Business Registration*” to any contractor who shall forward it to the Authority. No contract with a subcontractor shall be entered into by any contractor unless the subcontractor first provides proof of valid “*Business Registration*”.

The contractor shall maintain a list of the names of any subcontractors and their current addresses, updated as necessary during the course of the contract performance. The contractor shall submit to the Authority, a copy of the list of subcontractors, updated as necessary during the course of performance of the contract. The contractor shall submit a complete and accurate list of the subcontractors to the New Jersey Economic Development Authority before a request for final payment is made to the Authority.

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 their taxable sales of tangible personal property delivered into the State.



INTEGRITY MONITORING

K2 Integrity - Bid Submission-2022-RFP-144 – Integrity Oversight Monitor, Volume 1 - Technical Proposal Volume

Prepared for:

New Jersey Economic Development Authority

Attention:

[REDACTED]

Senior Procurement Officer
New Jersey Economic Development Authority
36 West State Street
PO Box 990
Trenton, New Jersey 08625-0990

September 24, 2022

Contents

1. Cover Letter	4
2. Management Overview and Technical Approach	5
2.1. Introduction	5
2.2. Management Overview and Technical Approach to Achieve the Scope of Work	6
2.3. General Approach	6
2.4. Addressing Potential Problems	8
2.5. Proposed Work Plan	8
3. Organization Chart	14
4. Key Team Member List	15
5. Resumes of Key Team Members	16
Bradley Sussman	17
Martin Charles Aronchick	20
Michael K. Bernstein	22
6. Key Team Members References	24
6.1. Bradley Sussman References	24
6.2. Martin Aronchick References	24
6.3. Michael Bernstein References	24
7. Relevant Experience and Qualifications	25
7.1. Overview	25
7.2. New Jersey COVID-19 CARES Act Monitorships	25
7.3. New Jersey Transit – New Jersey TRANSITGRID DGS and other Monitorships	26
7.4. New Jersey Department of Environmental Protection Rebuild by Design Program	26
7.5. State of New Jersey Department of the Treasury	26
7.6. Port Authority of New York & New Jersey, Office of Inspector General	27
7.7. New York City Metropolitan Transit Authority	29

7.8. New York City Department of Investigation	29
7.9. Additional Experience.....	30
Appendix A: Supplemental Team Resumes.....	32
Bruce Archer.....	33
Christopher Ward, ENV SP	35
Joyce Jiang.....	37
Meaghan Fitzgerald.....	39
Michael Quevedo	41
Robert Thompson, EIT, ENV SP	43
Patrick McAllister	45
Scott Millman	47

1. Cover Letter

██████████
Senior Procurement Officer
New Jersey Economic Development Authority
36 West State Street
PO Box 990
Trenton, New Jersey 08625-0990

September 24, 2022

Request for Proposal (“RFP”) #2022-RFP-144 for an Integrity Oversight Monitor and Supporting Services

Dear ██████████,

We are pleased to submit our response to the Request for Proposal for an Integrity Oversight Monitor and Supporting Services. K2 Integrity is an industry-leading integrity monitoring, investigative, compliance, and cyber defense services firm that seeks to revolutionize how organizations and jurisdictions manage risk, gather intelligence, protect themselves from illicit activity, and enhance business opportunities.

K2 Integrity is uniquely positioned to assist the New Jersey Economic Development Authority as an Integrity Oversight Monitor, given the depth and breadth of our experience in working with public sector oversight bodies in New Jersey and elsewhere to identify and root out actual or suspected fraud, waste, and abuse on public sector projects.

In 2020-2021, we proudly assisted the New Jersey Economic Development Authority, the New Jersey Department of Agriculture, the New Jersey Department of State, the New Jersey State Police, and the New Jersey Office of Higher Education in monitoring their expenditures of Covid-19 recovery funds.

We would be happy to discuss any elements of this response with you at your convenience.

Please contact Bradley Sussman at (516) 356-8451 or bsussman@k2integrity.com if you have any questions regarding this proposal.

Yours sincerely,



Bradley Sussman
Managing Director
K2 Integrity
730 3rd Avenue, 9th Floor
New York, NY 10017

2. Management Overview and Technical Approach

2.1. Introduction

K2 Integrity, operating through K2 Intelligence, LLC (referred to herein as “K2 Integrity”) appreciates the opportunity to submit a proposal to the New Jersey Economic Development Authority (“EDA” or “the Authority”) to provide Integrity Oversight Monitor (“IOM”) services, including fraud prevention and mitigation, to oversee the disbursement of COVID-19 Recovery Funds and/or the administration of COVID-19 Recovery Programs. We understand that this includes the administration and disbursement of Coronavirus State Fiscal Recovery Funds (“CSFRF”), Revolving Loan Funds received from the United States Economic Development Administration (“USEDA”), and funds received from the U.S. Department of the Treasury’s State Small Business Credit Initiative (“SSBCI”) funding.

K2 Integrity is the preeminent risk, compliance, investigations, and monitoring firm — built by industry leaders, driven by interdisciplinary teams, and supported by cutting-edge technology to safeguard our clients’ operations, reputation, and economic security. K2 Integrity represents the merger of K2 Intelligence, LLC an industry-leading investigative, compliance, and cyber defense services firm founded in 2009 by Jeremy M. Kroll and Jules B. Kroll, the originator of the modern corporate investigations industry, and the Financial Integrity Network (“FIN”), a premier strategic advisory firm founded by Juan Zarate and Chip Poncy, former senior U.S. Treasury and government officials, dedicated to helping clients achieve their financial integrity goals.

Our teams include former senior government advisors, regulators, compliance officers, technology professionals, prosecutors, lawyers, law enforcement and intelligence professionals, forensic accountants, investigative journalists, and academics, each bringing a unique set of risk management, investigative, and advisory skills and perspectives to the client’s situation.

Headquartered in New York with offices in London, Washington, DC, Madrid, Geneva, Doha, Los Angeles, and Chicago, K2 Integrity employs a total global staff of more than 300 and maintains deep, diverse global networks. We act as advisors to governments, financial institutions, companies, and high-net-worth individuals; our clients frequently include public entities and authorities along with private companies across a wide variety of business sectors.

K2 Integrity advises governments, companies, boards, and individuals in business areas including integrity monitoring, investigations and disputes, regulatory compliance, cyber defense, construction and real estate, strategic risk and security, and private client services. We also assist financial institutions and governments with strategic advisory, policy, controls, and training to protect against the full range of illicit financing threats.

K2 Integrity is known for its strategic application of technology. Whether it is sophisticated digital forensic tools, deep web search capabilities, or sophisticated analytic platforms for interrogating massive data sets, we consistently produce efficient results for clients by knowing how and when to employ innovative technology.

K2 Integrity leverages unmatched multidisciplinary experience to develop cutting-edge solutions, stimulate business opportunities, and shape global economic security in a complex world. Whether it’s protecting clients’ assets or navigating the complex financial regulatory landscape to help clients identify, manage, and mitigate risk, K2 Integrity is a trusted advisor striving to meet and exceed clients’ goals in a rapidly changing world.

K2 Integrity is confident it can assist the Authority, and design and implement a risk assessment and monitoring plan that can perform the requested services. We are uniquely qualified to provide the services requested in the Authority’s RFP. No other firm possesses the decades of experience, depth of proprietary intelligence, and expertise in performing such services. The firm’s Integrity Monitoring practice has continued its growth and expansion, monitoring billions of dollars for more than 230 public and private projects and companies. As explained below, in 2020-21, we performed very similar IOM services on five engagements including for the Authority and other New Jersey agencies in which we monitored the expenditure of Covid-19 relief funds.

2.2. Management Overview and Technical Approach to Achieve the Scope of Work

K2 Integrity understands that the RFP calls for forensic accounting and other specialty accounting services, ongoing risk assessments and loss prevention strategies, performance and program monitoring and promotion of best practices, prevention, detection and investigation of fraud and misconduct, implementation of and management of appropriate compliance systems and controls, as required by federal and state guidelines, regulations and law, providing data management systems/programs for the purpose of collecting, conducting and reporting compliance and anti-fraud analytics, the ability to provide integrity monitoring services for professional specialties either directly or through a subcontractor relationship, and, under certain defined circumstances, on-site monitoring visits. K2 Integrity understands that the following particulars are part of the requested IOM services:

- Initial program risk assessments.
- Ongoing program risk assessments.
- Evaluation of program performance.
- Evaluation of internal controls associated with the Authority's fiscal management, cash management, acquisition management, property management, and records management capabilities.
- Validation of compliance with sub-grant award agreements, general terms, and special conditions.
- Review of written documents, such as quarterly financial and performance reports, recent audit results, documented communications with the State, prior monitoring reports, pertinent performance data, and other documents or reports, as appropriate.
- Interviews of Authority staff, as well as the constituents they serve, to determine whether program objectives are being met in an efficient, effective, and economical manner.
- Sample eligibility determinations and denials of applications for funding.
- Review of specific files to become familiar with the progression of the disbursement of funds in a particular program, (i.e., are actual expenditures consistent with planned expenditure and is the full scope of services listed in the project work plan being accomplished at the same rate of actual and planned expenditures?).
- Ensuring that the Authority is retaining appropriate documentation, based on Federal and State regulations and guidance, to support fund disbursement.
- Following up with questions regarding specific funding decisions, and reviewing decisions related to emergency situations.
- Facilitating the exchange of ideas and promotion of operational efficiency.
- Identifying present and future needs.
- Promotion of cooperation and communication among Integrity Monitors engaged by other Recovery Programs Participants (e.g., to guard against duplication of benefits).
- Supporting services, including analysis of internal processes in support of Federal compliance and efficient and effective delivery of programs.

2.3. General Approach

Designing, implementing, and managing proactive integrity monitoring and anti-fraud engagements is a core competency of K2 Integrity. As a result, K2 Integrity has an intimate understanding of the risks inherent in federal

grant and disaster recovery programs, and knowledge of how to apply our methodologies in an independent fashion while collaborating and calibrating our work with decision-makers.

As referenced in our Cover Letter, K2 Integrity has performed this type of work with multiple agencies in the past and continues to do so. In 2020-2021, we were instrumental in assisting the Authority, The New Jersey Department of Agriculture, the New Jersey Department of State, the New Jersey State Police, and the New Jersey Office of Higher Education in monitoring their expenditures of Covid-19 recovery funds.

We have performed integrity monitoring for major disaster recovery engagements since 2001, with our work on the clean-up of the World Trade Center site. Since then, we have performed these services in other engagements for a host of government agencies, including the New Jersey Department of Environmental Protection, the New Jersey Transit Corporation, the Port Authority of New York & New Jersey, the New York State Empire Development Corporation, and the Metropolitan Transportation Authority. Our experience on these past and current disaster recovery engagements allows us to design and implement efficient monitoring methodologies that will minimize the time and expense required to perform the services required on the engagement.

Our proposed work plan approach, as further described in the following sections of this document, focuses on practicality and real-world solutions to how grant funds and grant disbursements are managed. Our years of integrity monitoring experience enable us to target engagement-specific risks, not wasting resources in areas that do not require scrutiny. As we identify problems, we strive to get to the heart of the matter and design solutions to address and prevent integrity issues without burdening the engagement's progress. We also follow through to ensure that proposed solutions work and do not adversely impact the fulfilment of our clients' goals.

We understand that our clients have limited resources. We understand that while we cannot effectively monitor every transaction on every engagement, we maximize our efforts to focus on those activities or transactions most susceptible to risks of fraud, waste, and abuse. We can accomplish these objectives successfully, despite our clients' resource limitations, because we employ a cost-effective, intelligence-driven approach designed to identify the areas of greatest risk (both in terms of impact and likelihood of occurrence), and the controls in place to mitigate those risks, so that we can target the use of our resources and make our sampling of processes and controls maximally effective. This pragmatic approach avoids duplication of the routine operational reviews of grant management controls and processes and provides a value-add for an affordable cost.

K2 Integrity's approach is distinguished by the following characteristics:

Solutions-oriented, Not Process-Driven

We believe that there is no such thing as a routine situation. We work to understand the problem before coming up with the solution. We are experts at analyzing internal data, documents, and communications and marrying that to market and situational intelligence to give our clients an edge.

Decades of Combined Experience

Our senior practitioners bring decades of experience as leaders in their fields and deliver the best solutions to our clients.

Strategic Application of Technology

Whether using sophisticated digital forensic tools, analytic platforms for interrogating massive data sets, or cutting-edge case management systems, K2 Integrity consistently relies on technology to deliver the most effective solution to our clients.

Tailored to the Needs of the Client

We address client challenges from every possible angle and work tirelessly to craft solutions as quickly and efficiently as the particular situation requires. Our investigations frequently support the legal strategies of law firms.

Multidisciplinary Breadth

Our teams can engineer multifaceted solutions that always put our clients' needs first. Using the latest technological, data, and analytical tools, our teams address client challenges from every angle and discipline to craft solutions.

Nimble Teams

With global experience and local knowledge, we are able to go anywhere in the world at a moment's notice, including many remote or difficult locations. In addition to drawing on our own collective experience, we partner with a worldwide network of experts and practitioners in every field and capacity. This footprint allows us to service client needs wherever and whenever they arise.

Independence and Insight

We are proud of what we have come to stand for: good outcomes, honest outcomes, and a reputation not only for risk advisory, consulting and compliance excellence, but for our independence and insight. Because of it we are trusted by governments around the world.

2.4. Addressing Potential Problems

Given our extensive experience assisting agencies such as the Authority, The New Jersey Department of Agriculture, the New Jersey Department of State, the New Jersey State Police, and the New Jersey Office of Higher Education in monitoring their expenditures of Covid-19 recovery funds, we feel fully equipped to effectively handle any problems that may arise over the scope of this engagement. Our recent engagement with the Authority has given us specific familiarity with Agency procedures, programs, and staff, and should mitigate any potential problems that may arise.

2.5. Proposed Work Plan

Upon notification of an award and execution of a written engagement letter for a Task Order, K2 Integrity professionals will work closely with NJEDA to plan and conduct the following four-phases of work to assist NJEDA in achieving its objectives:

2.5.1. Kickoff and Identification of Monitorship Needs

Objective

During this phase of work, K2 Integrity will work with the NJEDA to plan and scope the project to ensure that key stakeholders are aligned with the project objectives, related deliverables, and timelines.

Project Kick-off Meeting

During this initial phase of work, K2 Integrity will coordinate a project kick-off meeting with key NJEDA personnel. The purpose of the kick-off meeting is to ensure that all stakeholders are aligned on the project objectives, scope, timelines, and deliverables.

Preparation of an Information Request

K2 Integrity will prepare a preliminary information request including relevant policies, procedures, and internal controls implemented by NJEDA. This may include, but will not necessarily be limited to the following:

- Documentation evidencing processes, controls, and technologies implemented to support the execution of applicable programmatic, financial, and administrative requirements set forth in Federal-State grant agreements, sub-grant award agreements, and applicable Federal and State laws, regulations, and guidelines in its administration of CSFRF and SSBCI funding; Additional programmatic funds received from the USEDAs; and other Federal Agency for this purpose and subject to an Integrity Oversight Monitoring requirement.

- Results of quality assurance reviews and assessments associated with the payments process to ensure that they are following Federal and State regulations.
- Grants management policies and procedures.
- Accounting policies and procedures including, but not limited, procurement, payments, expense reimbursement process, financial reporting, and accounts reconciliation process.
- Code of conduct, compliance program, and other governance related documentation.
- Results of prior risk assessments and related risk and control matrix.
- Audit reports including the identification of prior internal control deficiencies and management's response regarding the same.
- Board memoranda related to programs subject to monitorship.
- Periodic reports and other financial reports that NJEDA produces or receives in its management of the grants and its programs utilizing grant funding.
- Sub-grantee application processing data.

Identify Program and Expenditures Subject to Monitorship

- K2 Integrity will review information obtained to identify programs and funds subject to monitorship and develop a schedule for operational and internal controls review.
- K2 Integrity understand that NJEDA currently estimates \$522 million subject to monitorship, broken down by State General Fund (\$325 million expended, of which \$25 million subject to monitorship), Coronavirus State Fiscal Recovery Funds (\$242 million subject to monitorship and expended), and anticipated State Small Business Credit Initiative programs (\$255 million) among a total of approximately 13 programs.

2.5.2. Initial Program Risk Assessment

Objective

During this phase of work, K2 Integrity will perform a risk assessment inclusive of an evaluation of the NJEDA inherent program risks as well as the established controls to mitigate such risks for programs subject to monitorship.

K2 Integrity professionals will work closely with NJEDA personnel to coordinate and perform the following tasks to achieve the project objectives.

Initial Risk and Internal Control Assessment

K2 Integrity will assess the operational and fraud risks that are associated with NJEDA's COVID-19 Recovery Programs (including the risks of asset misappropriation, financial reporting fraud, and violations of Federal or State laws, regulations, or established grant management protocols).

We will build upon our knowledge from previous work with NJEDA and other agencies in their expenditures of Covid-19 recovery funds, incorporating these lessons learned about the relevant processes and related control environment, to create a highly informed risk assessment.

The purpose of the assessment will be to identify potential areas where NJEDA may be susceptible to greater program risk (e.g., past compliance issues, adverse audit findings, non-compliance with reporting requirements, areas with significant financial reporting errors, undocumented transactions, reliance on manual controls, history of unsatisfactory performance, retention of appropriate documentation). K2 Integrity will assess the design of the controls established by NJEDA to mitigate the inherent program risks.

This will include a review of relevant program documents and policies/procedures identified collected as part of the planning and scoping phase (e.g., results of prior risk assessments and related risk and control matrix). This will also include a review of applicable federal and state laws and regulations as well as existing budgets, grant disbursement reports, programmatic documentation, written accounting policies and procedures, controls manuals, and documentation of prior internal control deficiencies and management's response regarding the same. Specifically, we will identify, review, and assess all relevant processes and functions, including financial, procurement, and grants management, grant award including sub-recipient eligibility determinations, conflicts of interests and enhancing ethics compliance, sub-recipients' use of funds and compliance with sub-recipient reporting, recordkeeping, and grant reporting,

This will also include interviews with key NJEDA personnel. The following is a preliminary listing of personnel and roles that may be included in our interviews:

- COVID-19 Recovery Programs Accountability Officer;
- COVID-19 Recovery Programs Managers;
- Accounting and Finance Staff;
- Information Technology Specialists; and
- Program Operations Personnel.

We will also benchmark the program and controls against regulatory frameworks and leading practices that grant recipients have found to be effective in preventing, detecting, and mitigating such risks.

K2 Integrity will review NJEDA's Program performance and compliance monitoring procedures and will advise on best practices. As part of this review, K2 will review NJEDA's systems, determine data available to NJEDA, and advise on NJEDA's resulting analytics capabilities.

K2 Integrity will share its draft initial risk assessment with NJEDA for comment.

Internal Controls Testing

- K2 Integrity will test key controls identified during the initial risk assessment to determine their operational effectiveness to meet control objectives.
- K2 Integrity will issue a report to NJEDA regarding effectiveness of its internal control program.

Finalize Initial Risk Assessment

- K2 Integrity will review operational effectiveness of key control activities against the initial risk matrix to determine residual risk.
- K2 Integrity will review comments from NJEDA regarding the draft risk assessment to inform its finalized initial risk assessment.
- K2 Integrity will continually update its risk assessment to address information obtained throughout the monitorship.

2.5.3. Substantive Testing of Grant Applications

Objective

During this phase of work, K2 Integrity will perform monitoring and testing of control operational effectiveness inclusive of transaction testing.

K2 Integrity understands the importance of NJEDA's deadlines, and as such, will be nimble in our approach to conducting tasks in a timely and efficient manner. K2 Integrity will begin the monitoring phase concurrently with the risk assessment phase, applying what we learn in the risk assessment to our monitoring. K2 Integrity professionals will work closely with designated NJEDA personnel to coordinate and perform the following tasks to achieve the project objectives:

Identification of High-risk Areas Subject to Testing

Based on the updated risk assessment and knowledge of programs retained from previous engagements, K2 Integrity will work with NJEDA to identify potential areas of focus of the transaction testing. This may include, but is not necessarily limited to, the following:

- Sub-recipient application processing, payment, and monitoring;
- Grant management;
- Procurement;
- Payments;
- Financial reporting and reimbursement; and
- Reconciliation.

Review Sub-recipient Grant Applications

With respect to the sub-recipients, K2 Integrity will request and review the list of sub-recipient grant applications received and select a risk-based sample of transactions for testing using a combination of random and judgmental sampling designed to provide appropriate coverage of populations subject to monitorship and assess potential red flags. Transactional attributes to be tested include, but are not limited to, the following:

- Reviewing determinations and denials of applications for proper action.
- Reviewing documentation from the applicant to determine whether eligibility requirements are met.
- Assess adequacy of documentation provided by the sub-recipient as part of its application.
- Review actual disbursement files to ensure that all planned disbursements agree with actual amounts as stated in the sub-recipient files.
- Ensure that all appropriate supporting documentation was provided to support subrecipient's use of funds.
- Verify that applicants are registered in New Jersey, meet guidelines for grant-specific expenditures, and are in good standing with sister agencies including New Jersey Department of Labor, Workforce Development, and Department of Taxation.
- Validating sub-recipient banking information of sub-recipients with sister agencies to detect and deter misappropriations of funds.
- Recalculating grant award amounts to determine whether the appropriate value of funds was disbursed.

Utilizing information learned during the risk assessment phase and initial analysis of data, we will determine the appropriate weighting of random and judgmental sampling to best identify noncompliant and fraudulent transactions. We will identify potential exceptions based on the transactions testing, which will include potential exceptions to established controls as well as potential indicators of fraud, waste, or abuse. We will conduct follow-up inquiries to obtain an understanding of the root cause of the exceptions and provide recommendations regarding control remediation. Testing and follow-up activity will include inquiry, observations, and forensic analysis of books and

records to ensure that procedures and controls were executed based on program requirements and that Authority financial data reconcile with transactional and source data.

K2 Integrity's team of forensic accountants, investigative attorneys, forensic engineers, and investigators are available to conduct onsite monitoring, interviews, and data capture in the event of noncompliance with reporting requirements, unresponsiveness, allegations of misuse of funds, or other high-risk.

K2 Integrity has a vast network of professionals in additional areas of practice, including commercial lending and economic development incentives structuring, who are available to provide services at NJEDA's discretion should the need arise.

2.5.4. Reporting

Objective

During this phase of work, K2 Integrity will prepare required project deliverables.

K2 Integrity professionals will work closely with designated NJEDA personnel to coordinate and perform the following tasks to achieve the project objectives:

- Provide status update reports;
- Prepare interim draft deliverables;
- Discuss deliverables with NJEDA stakeholders; and
- Finalize deliverables.

The scope of work outlined in this proposal anticipates testing compliance of a risk-based sample, to be determined in consultation with the Authority. K2 Integrity has prior experience leveraging this approach in similar Covid-19 recovery IOM engagements for the Authority and other New Jersey agencies. K2 Integrity will work with the NJEDA to develop methodologies for such testing that could be performed in subsequent phases. Additionally, if because of the monitoring and testing, fraud or misconduct is identified, K2 Integrity will report such matters immediately. K2 Integrity will also communicate with key stakeholders regarding the need for further investigation, the related scope of work and required budget. Additional work may include, but may not be necessarily limited to, intelligence gathering regarding sub-recipients, vendors, and site-visits to confirm sub-recipient application information and/or use of funds.

K2 Integrity will prepare draft Quarterly Reports to the Department of the Treasury for NJEDA's validation of data prior to finalization and submission of the same at quarter end.

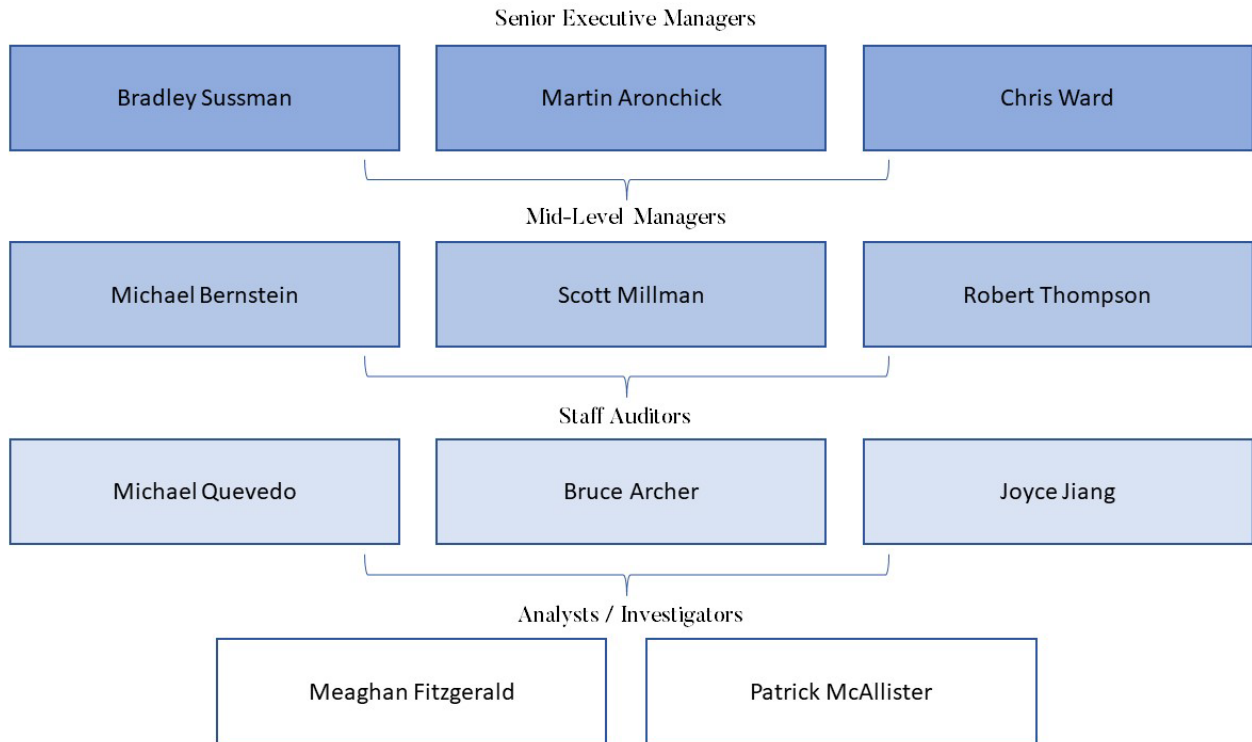
2.5.5. Engagement Timeline

K2 Integrity has prepared the following proposed timeline based on the limited information presently available at the time of proposal. The timeline may need to be adjusted due to circumstance as they arise, including but not limited to the requirements of Task Orders that the Authority may issue.

Key Milestone:	Date:
Project Award	December 8, 2022
Kick-Off Meeting	December 12, 2022
IOM Information Request	December 13, 2022
Identification of Program Expenditures	December 16, 2022
Address TORs from NJEDA	December 19, 2022
Interviews of Authority Stakeholders	December 15 – 20, 2022
Review Procedures and Controls	December 15 – 23, 2022
Conduct Tests of Internal Controls	December 26 – 30, 2022
Draft Quarterly Report Preparation	December 26, 2022
Quarterly Report Submission	December 30, 2022
Submission of Draft Risk Assessment	January 5, 2023
Review Risk comments from NJEDA	January 10, 2023
Submission of Final Risk Assessment	January 13, 2023
Determine Risk-Based Sample Sizes	January 15, 2023
Prepare Initial Testing Samples	January 17, 2023
Conduct Quarterly Compliance Testing	January 18, 2023 – March 30, 2023
Draft Quarterly Report Preparation	March 24, 2023
Quarterly Report Submission	March 31, 2023
Conduct Quarterly Compliance Testing	April 3, 2023 – June 29, 2023
Draft Quarterly Report Preparation	June 23, 2023
Quarterly Report Submission	June 30, 2023
Conduct Quarterly Compliance Testing	July 3, 2023 – September 28, 2023
Draft Quarterly Report Preparation	September 22, 2023
Quarterly Report Submission	September 29, 2023
Conduct Quarterly Compliance Testing	October 2, 2023 – December 7, 2023
Draft Quarterly Report Preparation	November 30, 2023*
Quarterly Report Submission	December 7, 2023*

* Dates will be moved to quarter end in the event of IOM contract extension.

3. Organization Chart



4. Key Team Member List

Our Key Team Members are identified below, and their resumes and references appear in Sections 5 and 6. In the interest of full disclosure, and to demonstrate the breadth of our experience and expertise, we identify the other proposed members of our team, and include their resumes in an appendix to this document.

Key Team Member	Proposed Role
Bradley Sussman	Executive Oversight of IOM Team
Martin Aronchick	Project Management
Michael Bernstein	Management of All Audit Functions

5. Resumes of Key Team Members

Bradley Sussman

Managing Director
New York
(917) 243-7374
bsussman@k2integrity.com



K2 Integrity, New York, NY

2019 - Present

Managing Director

- Supervise monitorships, compliance reviews and manage complex investigations focusing on issues specific to the construction industry such as, prevailing wage, M/W/DBE fraud, theft, and safety.
- Develop and review compliance programs and standard operating procedures, including the determination of “best practices” for public and private entities.
- Work with clients to design strategies, policies and procedures to provide intelligence and investigative support for construction projects.
- Work with clients to ensure regulatory compliance demands are met and to identify and eliminate vulnerabilities that can lead to fraud.

ADCO Electrical Corporation, Staten Island, New York

2016 - 2019

General Counsel & Chief Compliance Officer

- Served as legal advisor to the Board of Directors, CEO, and executive management team.
- Directed all legal activities of the company, including oversight of outside counsel; interacted with government and regulatory agencies; managed all aspects of litigation matters; counseled the estimating, purchasing, and project management departments on best practices; contract review and analysis; managed all legal aspects of the company’s agreements with financial institutions, banks, insurance and bonding companies; and ensured compliance with all licenses, permits and any contract pre-qualification requirements including all minority and women owned business enterprise requirements.
- Managed the day-to-day implementation and operation of the company’s ethics and compliance program. Reviewed and modified business policies and procedures to ensure compliance with applicable laws; Supervised the compliance program and maintained the company’s policies and procedures, ensuring employee training related to such polices; and worked with the CEO and executive management team of the company on the progress of compliance oversight.
- Worked collaboratively with executive management team to draft and implement company legal policies and procedures related to safety, human resources, IT, and financial matters.

Peckar & Abramson, P.C., New York, New York

2011 - 2016

Senior Litigation Associate Attorney

- Represented construction managers, general contractors, owners, and developers in preventative practices and the resolution of complex construction disputes including claim management, delay and impact claims, construction and design defects, lien foreclosure actions, extra work claims, and sub-contractor defaults.
- Appeared in New York State Supreme and New York District Courts for oral arguments, hearings, and court conferences.
- Drafted litigation pleadings and related motion papers and memoranda of law.
- Managed complex investigations for corporate clients and personnel involving civil and criminal regulatory matters including cases in which the allegations concerned false claims, securities fraud, larceny, money laundering, and non-compliance with local, state, and federal statutes concerning minority, women, and disadvantaged business enterprises (M/W/DBE).
- Managed large-scale internal integrity investigations and negotiations with federal and state prosecutors and civil regulators, including the Securities and Exchange Commission, Internal Revenue Service, and New York City Department of Investigation to negotiate settlements and dispositions on behalf of corporate and individual clients.

- Managed teams of attorneys and support staff for large scale electronic document reviews and the production of documents to federal and state prosecutors and civil regulators on behalf of corporate and individual clients.
- Prepared clients for: interviews with federal and state prosecutors and civil regulators; investigatory depositions before the Attorney General's Office, civil depositions, Grand Jury appearances; and testimony for hearings before the Environmental Control Board for violations concerning the Department of Buildings, Fire Department, and Department of Environmental Conservation.

New York County District Attorney's Office, New York, New York

2006 - 2010

Assistant District Attorney, Trial Division

- Lead prosecutor on cases involving cybercrime and identify theft, fraud, grand larceny, bank robbery, narcotics possession and sale, weapons possession, domestic violence, sexual assaults, gang assaults and related violent crimes.
- Successfully presented over 50 cases to the Grand Jury resulting in indictments.
- Interviewed and debriefed defendants, complaining witnesses, confidential informants, and police officers and prepared witnesses to testify for the Grand Jury, evidence suppression hearings and trial.
- Conducted suppression and preliminary hearings, jury and bench trials and second-chaired homicide trials in New York State Supreme Court.

Education

Touro College, Jacob D. Fuchsberg Law Center, Central Islip, NY

2006

J.D.

Alfred University, Alfred, NY

2003

B.A. Political Science

Admissions

- United States District Court for the Southern District of New York
- United States District Court for the Eastern District of New York
- State of New York

Recognitions and Activities

- Recognized by New York Metro Super Lawyers 2014 & 2015 as a Rising Star for White Collar Criminal Defense
- Member of the Manhattan District Attorney Association
- Member of the District Attorney of New York ("DANY") Alumni Association

Selected References

1. Cynthia Irizarry

Inspector General

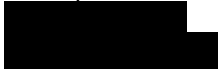
New York City Department of Investigation



2. Darrell Byer

Deputy Chief Risk Officer, HQ

Metropolitan Transit Authority



3. Gary Heuer

Fraud Prevention Project Manager/Police Investigator

Office of Inspector General

Port Authority of NY & NJ



Martin Charles Aronchick

Managing Director
New York
(212) 845-7538
martin@k2integrity.com



K2 Integrity, New York, NY

2015 – Present

Thacher Associates, LLC (A K2 Integrity Company), New York, NY

1999 – 2015

Managing Director

- Supervise integrity monitorship projects.
- Design and implement integrity risk management programs.
- Design strategies to provide intelligence and investigative support for client projects.
- Direct research and investigative functions that provide analytical resources and information for business intelligence.
- Oversee investigations of fraud.

New York City School Construction Authority

Office of the Inspector General, Bronx, NY

1996 – 1999

Counsel for Forfeiture and Affirmative Litigation

- Member of Executive Staff of Inspector General's Office. Jointly investigated criminal activity with federal and state prosecutors.
- Supervise integrity monitorship projects.
- Conducted complex administrative and civil litigation. Directed investigations of financial crimes.
- Supervised investigative auditing firms monitoring integrity of SCA contractors.
- Conduct training in forfeiture and other civil remedies.

New York State Organized Crime Task Force, White Plains, NY

1987–1996

Attorney in Charge of Civil Enforcement and Remedies

- Member of Executive Staff of Organized Crime Task Force.
- Created and supervised civil enforcement unit.
- Supervised integrity monitorship projects.
- Conducted all phases of complex civil litigation. Directed investigations of financial crimes.
- Created and taught New York civil forfeiture litigation training course.

New York City Law Department, New York, NY

1983 – 1986

Assistant Corporation Counsel, Affirmative Litigation Division

- Assistant Division Chief, 1986
- Supervised affirmative litigation seeking recoveries on behalf of City of New York.
- Prosecuted civil RICO treble damages actions arising out of bribery, fraud and other crimes against City of New York.
- Represented City of New York in legislative matters relating to reform of racketeering laws.

Office Weil, Gotshal & Manges, New York, NY

1978 – 1983

Associate, General Litigation Department

Office Honorable Worrall F. Mountain, Associate Justice, New Jersey

1977

Supreme Court of New Jersey

Law Clerk September 1977 Term of Court

Education:

Rutgers Law School, Newark, NJ
J.D., 1977
Rutgers Law Review
Notes and Comments Editor, Volume 30, 1976 - 1977

Rutgers College, New Brunswick, NJ
B.A., 1972
Academic Honors
Phi Beta Kappa, Highest Distinction in Political Science

Admitted to Practice in:

New York
New Jersey
U.S. District Courts
Southern and Eastern Districts of New York
District of New Jersey

Selected References

- 1. Jacqueline Kemery**
Chief Financial Officer
State of New Jersey - Department of State - Division of Administration
[REDACTED]
- 2. Angela M. Bethea**
Assistant Secretary / CFO
Office of the Secretary of Higher Education
[REDACTED]
- 3. John O'Hern**
Auditor General
New Jersey Transit
[REDACTED]

Michael K. Bernstein

Director
New York

michael@k2integrity.com



K2 Integrity, New York, NY

2017 – Present

Director

- Leads teams of integrity monitors of government expenditures to prevent fraud, waste, and abuse at government clients.
- Works directly with stakeholders at government clients to provide comprehensive operational and internal controls assessments over State and Federal grant programs.
- Assesses and manages forensic accounting, regulatory compliance, and risk mitigation needs in major public works and private construction integrity monitoring engagements.
- Performs field investigations and human intelligence gathering to inform key client decisions.
- Assesses client needs and areas for value-added services to clients preparing for litigation, proxy battles, and other potential disputes.
- Solves for missing documentation in investigations through forensic analysis of available intelligence.

2016 – 2017

Senior Forensic Accountant

- Provide investigative consultancy, integrity monitoring, compliance and risk management services primarily to clients in construction and real estate, government, and banking industries.
- Lead consultant on internal controls assessment over accounting for federal funding application of major city transit system disaster response and reconstruction efforts.
- Integrity/compliance monitoring and consultancy over design and construction contractors including compliance with prevailing wage and MWDBE regulation, review of requisition and change order processing, reconciliation and compliance of certified payroll reports, employee and union benefits, and disbursements.
- Federal Reserve appointed assessment of internal controls compliance audit program at international bank.
- Investigations on largest anti-money laundering look back review in bank regulatory history.

2012 – 2016

Director of Finance

- Joined firm at early growth stage under CFO to execute most facets of Finance, implement processes and help grow a department to support vast organic growth coupled with strategic investments and acquisition integration.
- Management of various finance and accounting functions across a global group including monthly, quarterly, and annual close; acquisition and mentorship of team members; control and consolidation of foreign subsidiary accounting groups; maintenance of consolidated financial and operating budgets, forecasts, and performance; variance explanations; administration of accounting and management information systems, corporate credit card system, and corporate banking platform. Set policy and systems for proper revenue and cost categorization.
- Management of financial reporting, including quarterly US GAAP reporting, monthly analysis to Operations and Executive Management groups; quarterly reports and communications to Board of Directors and Investors.
- Definition and measurement of KPIs and performance metrics over P&L, WIP/billing, staff utilization; comprehensive margin analysis; guidance of operating units on profitability, processes, other matters.
- Management of general ledger revenue and expense categorization and expenditures policy compliance.
- Oversee financial and operational forecasting and modeling, bank compliance and cash/debt/WC needs.

First Aviation Services, Inc., (Goldman Sachs), Teterboro, NJ

2009 – 2012

Accounting Manager

- Following Goldman Sachs' purchase of privately held FBO, assumed quarterly and annual reporting functions from outside accounting firm and revamped finance department into a unit capable of supporting GS' reporting needs.
- Managed monthly, quarterly, and annual close process.
- Prepared corporate budgets, monthly management reports, quarterly GAAP reporting, and P&L forecasts.
- Managed reporting process, financial analysis, and complex forecasting model to corporate finance group.
- Controlled information reporting from ten operating department heads, three direct reports, and four indirect reports, including management of budgeting process and internal auditing for proper classification of expenses.
- Coordinated complex initial audits, income tax provisions, and coordination of income tax filing.
- Negotiated terms with vendors and advised sales team on pricing strategy.

Sobel & Co., LLC, Livingston, NJ

2005 – 2009

Senior Auditor and Consultant

- Senior from June 2007. Managed a diverse range of audit, tax, and consulting clients in the financial services, retail, manufacturing, distribution, real estate management, construction, services, and not-for-profit sectors.
- Quality Control Reviewer, Internal Controls Group SOC 1/SSAE 16 reports on system operating effectiveness.
- Senior in charge of Brokers and Dealers in Securities and Investment Advisors Groups, including expertise in accounting for marketable securities and compliance with Sarbanes-Oxley, FINRA, FinCEN/OFAC.
- Co-Senior in charge of Employee Benefit Plan Group.
- Planning and execution of financial audits and tax planning/preparation for various types of entities and sectors, including cost audits over commercial construction project, financial audits and reviews of real estate developers and asset managers, construction companies, and other organizations with variable interest entities.

Education

Hofstra University, Hempstead, NY

2005

BA, Accounting, Entrepreneurship

Selected References

1. Darrell Byer

Deputy Chief Risk Officer, HQ
Metropolitan Transit Authority



2. John O'Hern

Auditor General
New Jersey Transit



3. Gary Heuer

Fraud Prevention Project Manager/Police Investigator
Office of Inspector General
Port Authority of NY & NJ
(973) 565-4319

gheuer@panynj.gov

6. Key Team Members References

6.1. Bradley Sussman References

- 1) **Cynthia Irizarry**
Inspector General
[REDACTED]
- 2) **Darrell Byer**
Deputy Chief Risk Officer, HQ
Metropolitan Transit Authority
[REDACTED]
- 3) **Gary Heuer**
Fraud Prevention Project Manager/Police Investigator
Office of Inspector General
Port Authority of NY & NJ
[REDACTED]

6.2. Martin Aronchick References

- 1) **Jacqueline Kemery**
Chief Financial Officer
Department of State
[REDACTED]
- 2) **Angela M. Bethea**
Assistant Secretary / CFO
Office of the Secretary of Higher Education
[REDACTED]
- 3) **John O'Hern**
Auditor General
New Jersey Transit
[REDACTED]

6.3. Michael Bernstein References

1. **Darrell Byer**
Deputy Chief Risk Officer, HQ
Metropolitan Transit Authority
[REDACTED]
2. **John O'Hern**
Auditor General
New Jersey Transit
[REDACTED]

- [REDACTED]
3. **Gary Heuer**
Fraud Prevention Project Manager/Police Investigator
Office of Inspector General
[REDACTED]

7. Relevant Experience and Qualifications

7.1. Overview

K2 Integrity's experience in providing compliance and integrity monitorship services is unmatched, specifically, projects that receive funding from federal sources, including HUD, the United States Federal Emergency Management Agency ("FEMA"), the Federal Transportation Authority ("FTA"), and the Federal Railroad Administration ("FRA"). As a result, K2 Integrity has considerable experience with the procedures and guidelines, as well as applicable federal, state, and local requirements. More importantly, one of K2 Integrity's signature areas of expertise is designing and implementing subcontractor and vendor screening protocols and monitoring procedures.

7.2. New Jersey COVID-19 CARES Act Monitorships

In 2020-2021, K2 Integrity was selected and performed services as the Integrity Oversight Monitor for the New Jersey Economic Development Authority's expenditure of CARES Act funds distributed under the Agency's COVID-19 Recovery Programs. K2 Integrity was awarded similar engagements for the New Jersey State Police, the New Jersey Department of Agriculture, the New Jersey Office of Higher Education, and the New Jersey Department of State. All these engagements were conducted under extreme time pressure, requiring the creation, and staffing of work plans and substantial completion of services during the 2020-2021 holiday season, to assist the agencies in meeting federally mandated compliance goals. K2 Integrity was up to the challenge.

In these engagements, K2 Integrity's efforts included, but were not limited to, conducting a risk assessment of the proposed disbursement program and its subrecipients, and the development and implementation of a comprehensive auditing and monitoring program to prevent, detect, and respond to fraud waste and abuse in connection with the release of funds. K2 Integrity's scope of services included: identification of programs and sub-recipient level of risks; review of relevant program and subrecipient documentation to identify potential areas of risks; conducting interviews of key program and subrecipient personnel; conducting audits of programs and its subrecipients for compliance with requirements, advising the Authority on internal controls effectiveness and potential enhancements.

We performed the IOM services on time and on budget and delivered valuable input to these agencies regarding their administration of their programs and expenditure of Covid-19 recovery funds.

- These projects collectively involved members of our proposed team, including Martin Aronchick as Project Manager, Michael Bernstein and Scott Millman as Senior Auditors, Bruce Archer as Auditor, and Robert Thompson as a procurement evaluation specialist.

7.2.1. References

- 1) **Jacqueline Kemery**
Chief Financial Officer
State of New Jersey - Department of State - Division of Administration
[REDACTED]

- 2) **Angela M. Bethea**
Assistant Secretary / CFO
Office of the Secretary of Higher Education



7.3. New Jersey Transit – New Jersey TRANSITGRID DGS and other Monitorships

Since 2021, and continuing to the present, we have served as IOM on the New Jersey TRANSITGRID DGS Project, to monitor the construction of a key resilience project. Since 2018, and continuing to the present, we have also been serving as the IOM to oversee the \$40 Million contract of HNTB and, since 2019, the \$19 Million contract of BEM Environmental, to assist New Jersey Transit (“NJT”) in program management on Sandy recovery and resilience projects. In close consultation with NJT, we prepared risk assessments on these engagements, and are presently reviewing expenditures in what are primarily a “look-back” forensic audit assignments.

Previously, we performed IOM services for NJT on the \$13.3 million Gladstone Poles & Foundations Replacement Project. The Gladstone Poles & Foundations project involved the installation of new concrete foundations and steel poles for the catenary lines on the Gladstone Branch of NJT’s Morris & Essex Line damaged as a result of Superstorm Sandy. K2 Integrity monitored the work of the contractor and conducted field spot checks on work performed in the field to ensure that NJT policies and procedures were followed.

- This project involved members of our proposed team, including Martin Aronchick as Project Manager and Michael Bernstein as Project Lead.

7.3.1. Reference

- 1) **John O’Hern**
Auditor General
New Jersey Transit



7.4. New Jersey Department of Environmental Protection Rebuild by Design Program

Beginning in 2015, and continuing to the present time, K2 Integrity has served as the integrity monitor on New Jersey Department of Environmental Protection’s (“NJDEP”) \$380 million Hudson River and Meadowlands Projects under the Rebuild by Design Program. Both projects encompassed performing risk assessments and recommending loss prevention strategies to prevent duplication of benefits, inefficiency, fraud, waste, abuse, malfeasance and mismanagement of funds determining if appropriate compliance systems and controls related to internal controls, procurement, contracting, compliance, cost eligibility, contract management, invoicing, payment, are in place to comply with applicable State and Federal guidelines and regulations and to test and monitor control environments.

- These projects involve members of our proposed team, including Martin Aronchick as Project Manager, Scott Millman and Bruce Archer in forensic auditing roles, and Robert Thompson and Chris Ward in forensic engineering roles.

7.5. State of New Jersey Department of the Treasury

From 2013 to 2017, K2 Integrity provided integrity monitoring services to the State of New Jersey for:

- The City of Elizabeth Veteran's Memorial Waterfront Park (\$16.2 million)
- The City of Perth Amboy (\$8 million)

The City of Elizabeth Veteran's Memorial Waterfront Park project involved the rebuilding of the entire waterfront, including the memorial park, the municipal marina, and the recreation and boardwalk piers. The City of Perth Amboy project involved the rebuilding of seven areas, including the Promenade at the Old Ferry Terminal, a beachfront promenade, and a fishing pier. Both projects involved performing risk assessments and recommending loss prevention strategies to prevent fraud, waste, abuse, malfeasance, and mismanagement of funds. Additionally, K2 Integrity provided guidance in determining if appropriate compliance systems and controls related to procurement, contracting, compliance, cost eligibility, contract management, invoicing, and payment existed to comply with applicable State and Federal guidelines and regulations, including compliance with FEMA funding guidelines and regulations.

The Integrity Monitoring program implemented by the State of New Jersey to provide oversight of Superstorm Sandy rebuilding and recovery projects is the first time the integrity monitoring concept was embraced by the State. K2 Integrity's selection to monitor these projects reflects its experience and capabilities and the State's desire to have an industry leader pioneer this concept in a new market.

The K2 Integrity team made several contributions directly leading to the establishment of revised and enhanced institutional controls specifically related to procuring future services.

7.6. Port Authority of New York & New Jersey, Office of Inspector General

From 2001 through 2018, K2 Integrity served as the integrity monitor for the Port Authority of New York and New Jersey, Office of Inspector General ("PAOIG") on several federally funded projects, including FEMA and FTA, at the World Trade Center ("WTC") site during the rebuilding of the WTC following the 9/11 terrorist attacks. The projects included the construction of a major PATH transportation hub (\$4.5 billion), Central Chiller Plant (\$135 million), related infrastructure, and a major excavation of over a million tons of material and construction project (National September 11 Memorial and Museum – \$1 billion), and additional Sandy Recovery Programs (\$80 million).

K2 Integrity employed its unique intelligence-based approach to design and implement an integrity monitoring program for both the HUB, Central Chiller Plant, and the Memorial. K2 Integrity's approach drove the review and assessment of the adequacy of controls on all phases of the project to ensure that all transactions were conducted and documented to be both transparent and auditable. K2 Integrity's findings and recommendations resulted in improvements to project processes and integrity controls in the areas of procurement, subcontractor vetting, requisition reviews, quality assurance and quality control, environmental, sustainability and safety compliance, prevailing wage compliance, and M/WBE program compliance.

K2 Integrity evolved and adapted its management approach to address the complexities of this project. The specialized campus environment created unique integrity risks related to overlapping needs for the use of common space, overlapping work rules, and allocation of liabilities for change orders. By using a team-building, cooperative approach with operational personnel from the Port Authority, PAOIG, the construction manager, various trade contractors, and the general contractor, K2 Integrity devised solutions to a myriad of problems that rationalized the competing demands in this environment in a manner that protected the integrity of the project, created financial savings and a rational work process, and avoided delays.

In addition to monitoring multiple projects at the WTC site, K2 Integrity played a special role in monitoring the clean-up following Superstorm Sandy, which resulted in severe flooding throughout the site. As soon as access could be gained, the PAOIG called on K2 Integrity, with the help of other integrity monitors on site, to oversee the clean-up and recovery of the WTC site. K2 Integrity performed many tasks in the period immediately following the storm, including:

- A 24-hour site presence during the weeks immediately following the storm;

- Documenting and recording damaged equipment and material that had been submerged or impacted by flood water;
- Performing headcounts of existing contractors and specialty contractors called upon to help in the clean-up;
- Recommending controls to track labor, materials, and equipment used specifically for the clean-up; and
- Overseeing the transition from clean-up and recovery to remediation, restoration, and replacement.

K2 Integrity's findings and recommendations resulted in improvements to project processes and integrity controls. Early in the HUB engagement, the PAOIG detected problems with contractors' compliance with information security requirements. K2 Integrity developed techniques and strategies for implementing the Port Authority's information security requirements, which were adopted by the Port Authority for all WTC projects.

As a second example, K2 Integrity was tasked with the responsibility to monitor the integrity of all controlled concrete inspections performed on the project to ensure the accuracy of the information reported. K2 Integrity identified serious issues with one controlled inspection firm's reports and its underlying activities. With the participation of the PAOIG, those findings were reported to the appropriate law enforcement agency and the concrete testing firm was successfully prosecuted for falsifying test results.

As a third example, our extensive M/WBE inquiries on the Hub and Memorial Project produced findings resulting in criminal investigations and contractor debarments.

As a fourth example, immediately after Superstorm Sandy, K2 Integrity was tasked by PAOIG to design and implement integrity controls that would prevent time and materials abuse. The controls that K2 Integrity designed became the site-wide standard for preventing fraud during the post-Sandy clean-up and recovery stage at WTC projects.

Overall, the remedies to problems K2 Integrity identified and prevented millions of dollars in improper project costs.

Prior to the rebuilding of the WTC site, immediately after the terrorist attacks, K2 Integrity led the first large-scale deployment of project oversight, integrity monitors in a disaster recovery setting. Working with the Port Authority of New York and New Jersey at Ground Zero, our integrity monitors were engaged by the City of New York and were involved at every phase of the World Trade Center recovery effort from contract award to on-site activity. The message the City of New York conveyed through its use of our integrity monitors was clear – integrity counted. Clean-up was on time and under budget. In fact, some estimates credited the integrity monitors with more than \$60 million dollars in anti-fraud savings. In 2006, a U.S. House of Representatives subcommittee heralded the World Trade Center Integrity Monitorship Program as “an overwhelming success,” adding that the program was so effective because it was preventative in nature, with monitors calling for immediate corrections and remediation in real time versus after-the-fact auditing discoveries.

- This project involved members of our proposed team, including Martin Aronchick as Project Manager, Chris Ward as Lead Forensic Engineer, Robert Thompson as Senior Forensic Engineer, and Michael Bernstein as Senior Auditor and Project Lead.

7.6.1. Reference

1. **Gary Heuer**
Fraud Prevention Project Manager/Police Investigator
Office of Inspector General



7.7. New York City Metropolitan Transit Authority

Since July 2016, K2 Integrity has served as an integrity monitor for the New York City Metropolitan Transit Authority (“MTA”) for the Sandy Grant Management Project and the FTA’s Emergency Relief Program. The Sandy Grants Management Project included a \$866 million grant, \$616 million of which was applicable to K2 Integrity’s audit of the recovery projects.

K2 Integrity’s work in connection with the Sandy Grants Management Project was part of the MTA’s efforts to prevent improper payments related to Superstorm Sandy relief projects funded by federal emergency funding from the FTA. The MTA’s Audit Department contracted K2 Integrity to perform a voluntary assessment of its grant drawdown processes to detect and address potential weaknesses in payment processing on applicable capital projects. K2 Integrity not only designed its audit plan to detect improper drawdowns, but also to identify areas for potential enhancement of internal controls related to the grant drawdown process. K2 Integrity conducted its review and worked proactively with the MTA to address identified control weaknesses.

For the FTA’s Emergency Relief Program, K2 Integrity was awarded the task order to perform site visits to Sandy repair and resiliency projects for the MTA, Office of Inspector General (“MTAOIG”). These site visits were conducted with the specific intent to test several key areas of concern under the MTA’s monitorship agreement with the FTA. The necessary steps to be performed on each visit included:

- Identification of all subcontractors;
 - Identification and verification of Disadvantaged Business Enterprises (“DBEs”);
 - Verification of on-site worker identification including copies of a photo identification, Occupational Safety and Health Administration (“OSHA”) card, and applicable agency Track Training card;
 - Acquiring worker information in support of prevailing wage payment verification (including Contractor Access Forms and Daily Sign-In/Out Sheets);
 - Acquiring information on material deliveries and installation in support of Buy America requirements if applicable; and
 - Identification of contractor equipment at site.
- This project involved members of our proposed team, including Michael Bernstein as Project Lead.

7.7.1. Reference

1. **Darrell Byer**
Deputy Chief Risk Officer, HQ
Metropolitan Transit Authority



7.8. New York City Department of Investigation

Since 2019, K2 Integrity has served as an integrity monitor for contractors and vendors on behalf of the New York City Department of Investigation (“DOI”) for various projects.

To ensure the monitored company and its employees are adhering to DOI’s compliance program, K2 Integrity’s monitorship activities of contractors includes, but is not limited to:

- Review of monthly expenses and receivables to identify potential improper transfers of funds or shared assets;
- Audits of monthly payroll;

- Conduct employee interviews; and
- Review bank statements.

To ensure compliance with local, state, and federal laws regarding M/W/DBE compliance, K2 Integrity's monthly activities include:

- Review M/W/DBE compliance on contracts for active projects by reviewing invoices to verify M/W/DBE participation against percent complete and ensure good faith efforts have been made;
- Conduct site visits to active projects for work being performed and observe and document the company's and its subconsultant's activities;
- Conduct commercial useful function interviews of all M/W/DBE subcontractors identified and verify each firm has the required certifications; and
- Review M/W/DBE compliance policies and procedures.

To ensure compliance with local, state, and federal laws regarding campaign finance laws, K2 Integrity's monthly activities include:

- Review company records and online databases regarding company and individual political contributions; and
- Identify signs of non-compliance with applicable laws; specifically, examples of company's reimbursement of any contributions made by employees.

In addition to K2 Integrity's monthly activities, K2 Integrity conducts annual compliance and code of business ethics trainings.

- This project involved members of our proposed team, including Bradley Sussman as Project Manager, Bruce Archer in a forensic auditing role, and Chris Ward and Robert Thompson in forensic engineering roles.

7.8.1. References

1. **Cynthia Irizarry**
Inspector General
New York City Department of Investigation


7.9. Additional Experience

There are several engagements, in addition to those described above, that demonstrate K2 Integrity's substantial experience in providing IOM services and overseeing disaster and stimulus funding.

- The State of New York established the Governor's Office of Storm Recovery ("GOSR") following Hurricane Irene, Tropical Storm Lee, and Hurricane Sandy to centralize recovery and rebuilding efforts in the impacted areas throughout New York State. GOSR paired approximately \$4.4 billion in flexible funding made available by the U.S. Department of Housing & Urban Development with additional federal funds awarded to other State agencies to enable homeowners, small business, and entire communities recover. Since September 2013, K2 Integrity has served as a Program Oversight and Compliance Monitor reporting to the Director of Investigations and Senior Counsel. In addition to our continuing onsite and desk audit monitoring activities, we have performed special investigative assignments and performed due diligence relating to select sub-recipients. We designed GOSR's vendor screening protocols, performed site security assessments on GOSR's physical assets made recommendations to strengthen federal regulatory compliance reporting, performed risk assessments of policies and procedures relating to assistance application processing, and

performed reviews to ensure compliance with established policies and procedures. This project involved members of our proposed team, including Michael Bernstein as Lead Auditor.

- K2 Integrity was selected by New York's Empire State Development Corporation as the integrity monitor for the Moynihan Train Hall project and performed these services from 2017 to 2021. In this engagement, we protected New York State's investment of more than \$1.5 billion. As the integrity monitor for this iconic New York City project, K2 Integrity assisted in providing necessary payment and compliance oversight as well as construction monitoring. This engagement included screening of vendors and other providers of services to the project.
- Like the Moynihan Train Hall project, K2 Integrity was also selected in 2017 by New York's Empire State Development Corporation as the integrity monitor for the Javits Center Expansion project, a multi-year assignment concluded in 2021, to protect New York State's investment of more than \$1.5 billion. Similar in work scope, K2 Integrity assisted in providing necessary payment and compliance oversight as well as construction monitoring. This engagement included screening of vendors and other providers of services to the project.
- In 2012, the Metropolitan Transportation Authority ("MTA") selected K2 Integrity to serve as an Independent Compliance Monitor for construction of the \$10+ billion East Side Access project. Since then, we have worked in close cooperation with the MTA and the contractors to foster a collective commitment to compliance, to deter and detect fraud, waste, and abuse, and to protect the reputation of the MTA. This project involved members of our proposed team, including Bradley Sussman as Project Manager, and Michael Bernstein and Bruce Archer as Auditors.
- The City of New York utilized K2 Integrity's integrity monitors in the City's Rapid Repair Program – a program designed to help residential property owners affected by Superstorm Sandy make emergency repairs while sheltering in their own homes. Our work included not only monitoring the actual repair work but working closely with the City of New York to ensure that the project was being managed appropriately, that assistance qualifications were properly met, and to enhance controls and oversight.
- We were selected by the U.S. Federal Reserve Board ("FRB") and international regulators to serve as the independent consultant responsible for performing an annual review of OFAC compliance policies, procedures, and remedial actions at one of the largest multinational financial institutions in the world, pursuant to the terms of a global consent order entered into by the institution stemming from violations of U.S. sanctions laws. Over the course of the engagement, we will continue to monitor, test and assess the development of the institution's OFAC compliance program, validate the implementation of our recommendations, and report our findings to the institution as well as the relevant regulatory agencies. This project involved members of our proposed team, including Michael Bernstein as Analyst and Internal Controls Review Lead.
- The New York State Department of Financial Services ("NYDFS") retained our Financial Crimes Risk and Compliance team to act as the independent monitor for a global financial institution pursuant to the consent order entered into between the institution and NYDFS. Per the consent order, we have been tasked with conducting a comprehensive review of the institution's programs, policies, and procedures now in place that pertain to or affect activities conducted by or through the financial institution for compliance with applicable requirements, laws, and regulations. The order also requires us to conduct a historical transaction review for a time period of three years.

Appendix A: Supplemental Team Resumes

Bruce Archer

Senior Associate
New York
(646) 292-1831
barcher@k2integrity.com

K2 Integrity, New York, NY

2016 – Present

Senior Associate

- Act as senior member on multiple integrity monitoring assignments for large scale construction and redesign projects
- Conduct risk assessments and internal control reviews for an agency tasked with the responsibility of disbursing the State's CDBG-DR funding
- Develop risk-based audit plans and lead the implementation process
- Perform audits pertaining to the appropriateness of contractor billings as well as costs associated with labor, materials, and equipment

New York City Economic Development Corporation, New York, NY

2008 – 2016

Senior Internal Auditor

- Reviewed and reported on the agency's internal controls, year-end financial statements, and fraud cases
- Acted as engagement leader on audits of the agency's \$4.7 Billion Capital Program Portfolio
- Responsible for identifying large dollar cost recoveries based on audit procedures performed
- Implemented department upgrades in risk evaluation, regulatory documentation, and database analysis

BST & Co. CPAs, LLP, New York, NY

2006 – 2007

Staff Accountant

- Conducted audits of various construction and real estate companies
- Executed designed audit tasks focusing mainly on the validity of construction expenses

Marks Paneth, LLP, New York, NY

2004 – 2006

Semi Senior – Litigation Support Group

- Conducted financial statement audits of real estate and non-profit clients
- Participated in complex forensic investigative engagements
- Performed various client assessments associated with Sarbanes-Oxley requirements

KPMG US, LLP, New York, NY

2001 – 2004

Senior Associate – Investigation and Integrity Advisory Services Practice

- Participated in integrity monitoring on World Trade Center projects, including monitoring of the costs associated with labor, equipment usage, and purchases of materials
- Acted as senior auditor in engagements associated with financial restatements, class-action lawsuits, etc.

Metropolitan Transportation Authority, New York, NY

1998 – 2000

Performance Auditor – MTA Office of Inspector General

- Reviewed the efficiency of the controls associated with the agency's automated purchasing system and related financial risk
- Reviewed the agency's compliance with various Federal regulations including but not limited to those associated with workers hours

New York City Housing Authority, New York, NY

1995 – 1998

Investigative Auditor – NYCHA Office of Inspector General

- Conducted investigations involving agency's employees, tenants, and contractors

EDUCATION

Lehman College, CUNY, New York, NY

1995

BS, Accounting

Christopher Ward, ENV SP

Associate Managing Director
New York
(212) 845-7502
cward@k2integrity.com

K2 Integrity, New York, NY

2010 – Present

Associate Managing Director

- Act as in-house construction, environmental, health and safety and sustainability specialist.
- Develop and implement integrity monitoring activities to audit, identify and deter fraud, waste and abuse on capital construction projects in the New York metropolitan area in the areas of construction and demolition, health, safety, environmental compliance and sustainability.
- Audit recipient and sub-recipients' compliance with local, state and federal requirements such as Buy America, Buy American, U.S. HUD Community Development Block Grant – Disaster Recovery (CDBG-DR) requirements.
- Develop and implement risk assessments and work plans to audit contractor compliance with regulatory and contractual requirements to determine whether contractors have made inappropriate cost savings that are recoverable by not conforming to the contract requirements. Make recommendations to close gaps in controls and develop monitoring approaches to audit for compliance.
- Review contractor compliance with sustainable design standards and initiatives, such as US Green Building Council LEED, and Institute for Sustainable Architecture Envision and where appropriate, identify integrity concerns such as product substitution, recommend charge backs/credit change orders and recommend improvements to processes and procedures.
- Develop work plans to audit and monitor crane operations, special inspections, testing and commissioning of building systems.
- Conduct audits and reviews of general conditions, contractor allowance invoices, time and materials work and change orders to ensure that contract requirements are followed and that the allowance invoices and change orders are fair and reasonable.
- Develop and implement monitoring plans to audit health and safety, environmental and sustainability (e.g., asbestos abatement, lead-based paint, construction waste management and disposal, soil removal etc.) and work in progress at various projects to confirm that local, state and federal health and safety, environmental and sustainability rules and regulations are complied with and identify integrity concerns.
- Monitor contractor compliance with NYCDOB Chapter 33 Safeguards During Construction or Demolition. Review and independently authenticate environmental, health and safety licenses and training certifications.

Atkins China Ltd., Hong Kong S.A.R.

2012 – 2014

Senior Environmental Consultant

- Managed environmental due diligence projects in Australia, Mainland China and Myanmar (Burma) in accordance with ASTM International, World Bank Group and International Finance Corporation Performance Standards, as part of financial investments by international parties.
- Conducted Equator Principles assessments to support confidential technical due diligence projects with a view to identify potential environmental, health and safety and social impacts that could be caused.
- Led independent environmental due diligence projects, Phase I Environmental Site Assessments and Sediment Quality Investigations for a variety of Hong Kong government projects.
- Lead for evaluating and pursuing environmental opportunities in the South East Asia region and undertaking associated risk assessments.

GES, Inc., Hauppauge, NY

2008 – 2010

Project Manager

- Oversaw activities on underground storage tank removal projects for Shell Oil Products US and ExxonMobil Corporation to ensure work was undertaken in compliance with applicable local, state and Federal health and safety and environmental regulations.
- Managed projects as appointed remediation contractor for NYSDEC in Region 1.
- Provided senior technical review of reports to ensure compliance with NYSDEC environmental rules and regulations.
- Reviewed Health and Safety Plans generated by contractors to ensure compliance with applicable local, state, and federal health and safety regulations.

URS New Zealand, Auckland, New Zealand

2008

Environmental Scientist

- Managed environmental site assessment of Brownfield sites for private sector, chemical and oil industry clients
- Conducted liaison with clients and regulatory authorities.
- Peer reviewed technical reports.

Mobil Oil New Zealand, Ltd., Auckland, New Zealand

2006 – 2008

Contract Remediation Project Manager (seconded from MWH New Zealand, Ltd.)

- Involved in lease negotiations, equipment sale and purchase agreements, site access agreements, and consenting issues for company sites and company assets
- Contracted and managed contractors and environmental consultants and ensured work undertaken complied with New Zealand environmental rules and regulations. Peer reviewed technical reports generated by environmental consultant and contractors.
- Conducted unannounced field audits to facilities where site work was being undertaken in order to ensure contractor and consultant compliance with health and safety and environmental rules and regulations.
- Reviewed and approved contractor and consultant invoices, review involved checking invoices for reasonableness and appropriateness and errors or inappropriate time and material claims.

MWH New Zealand Ltd., Auckland, New Zealand

2006 – 2008

Environmental Engineer

- Carried out Brownfield site assessments and underground tank removals for regulatory agencies and Shell Oil New Zealand Ltd.

Hydrock Consultants, Bristol, UK

2004 – 2006

Geo-Environmental Engineer

- Managed and supervised environmental assessments for government and private sector clients at various Brownfield sites.

Joynes Pike & Associates, Nottingham, UK

2003 – 2004

Geo-Environmental Engineer

- Managed environmental site assessments for government and private sector clients at Brownfield sites.

EDUCATION

University of Plymouth, Plymouth, United Kingdom

BEng (Hons) Civil Engineering

2003

PROFESSIONAL MEMBERSHPS/ASSOCIATIONS:

- Envision Sustainability Professional (ENV SP)
- USDOL OSHA 10-Hour Construction Safety and Health
- NYC DOB 4HR Supported Scaffold User

Joyce Jiang

Associate
New York
(646) 292-1877
jjiang@k2integrity.com

K2 Integrity, New York, NY

2021 – Present

Associate

- As part of K2 Integrity's Investigations and Risk Advisory team, investigates potential fraud and supports litigation projects
- Collaborates cross-functionally with project managers and forensic engineers on strategic plans, providing forensic investigation and integrity monitoring support
- Analyzes business records and financial transactions; prepares and presents forensic accounting reports to clients
- Conducts fraud risk assessments and internal control reviews

The City of New York Business Integrity Commission, New York, NY

2020–2021

Investigative Auditor, Investigative Audit Unit

- Investigated for potential fraud in private carting, wholesale markets, and trade waste industries to prevent and eliminate crimes
- Subpoenaed records from bank institutions and payroll services for further investigations
- Gathered, examined, and reviewed various types of documents such as financial statements relating to case subject matters using CFIS
- Examined monetary transactions between targeted personas and related entities to ensure that there were no undisclosed principals and or employees that were not previously disclosed on submitted application

New York County District Attorney's Office, New York, NY

2019–2019

Intern, Forensic Accounting and Financial Investigations Bureau

- Assisted in fraud and forensic investigations under close supervision of assigned financial investigators
- Reviewed case material to ensure receipt of documents for the purpose of analyzing, summarizing, and interpreting complex financial business records
- Examined various bank records using Microsoft Excel
- Performed requested tasks like creating flow charts to help summarize monetary transactions in a snapshot to give an overview of the given case

New York State Office of the Attorney General, New York, NY

2019

Summer Intern, Division of Criminal Justice- Forensic Audit Section

- Assisted financial auditors and investigators in complex investigations in a full range of illicit financial schemes and frauds
- Used the CFIS software for a comprehensive data analysis of financial transactional patterns, flow of funds tracing, for a full range of reporting capabilities
- Created pivot tables with Microsoft Excel to summarize and annotate suspicious transactions based on the bank statements
- Participated in meetings with the deputy chief auditor, forensic auditor, assistant general attorney, attorneys, and other legal professionals to discuss about confidential cases

EDUCATION

John Jay College of Criminal Justice
Expected 1/2023
M.P.A., Inspection and Oversight

Specialization: Forensic Accounting

CUNY Brooklyn College, Murray Koppelman School of Business
2019

B.S., Accounting, Cum Laude

Meaghan Fitzgerald

Investigator
New York
(917) 243-7707
mfitzgerald@k2integrity.com

K2 Integrity, New York, NY

2020 - Present

Investigator

- Provide investigative support to Integrity Monitor teams at various construction sites.
- Assist with various investigative assignments as they develop.

Department of Investigation, New York, NY

2018 - 2019

Confidential Investigator, Vendor Integrity Unit

- Investigated fraud, waste and/or corruption in government funded projects including the Hurricane Sandy relief program, Build it Back (BIB) and the Emergency Communications Transformation Program (ECTP).
- Collaborated with KPMG to expose any integrity issues of the work and services performed on the BIB and ETCP projects which result in administrative and/or criminal proceedings
- Created Policy and Procedure Recommendations as needed.
- Analyzed financial account records and construction documents including permits, invoices, and scope of work.
- Interviewed and created written memorandums after contact with witnesses and/or subjects
- Assisted Inspector General with background checks for vendors & contractors.
- Collected and reviewed information from databases including Accurint (Lexis Nexis), VENDEX, Payroll Management System (PMS), EJustice, Passport, LeadsOnline and the Buildings Intranet System.

Department of Investigation, New York, NY

2017 - 2018

Confidential Investigator, Department of Buildings Inspector General's Office

- Investigated any fraud, waste and/or corruption within the Department of Buildings of New York City.
- Utilized and analyzed information gathered from databases including Accurint (Lexis Nexis), EJustice, PMS, Nuix, and the Buildings Intranet.
- Responded to construction incidents resulting in injury or fatality.
- Interviewed and created written memorandums after contact with witnesses and/or subjects
- Aided in executing three wire taps with the Federal Bureau of Investigation, NYPD Brooklyn Gang Unit, NYPD Bronx Gun Suppression Team and Department of Environmental Conservation.

Jawonio, New City, NY

2015 - 2017

Medicaid Service Coordinator

- Coordinated educational, medical, and behavioral health services for 37 individuals with developmental disabilities and various diagnoses.
- Created person centered Individual Service Plans (ISP).
- Liaison between families/guardians and multiple educational and community resources.
- Developed case notes and monthly notes concerning each individual.
- Ensured continual satisfaction with services through identifying problems and overseeing corrective action.

Another Step, Valley Cottage, NY

2015

Associate Day Habilitation Instructor

- Responsible for creating and maintaining the weekly schedule promoting volunteer work as well as activities encouraging social and independent living skills.
- Oversight of individuals, promoting independence within the community.
- Formed community relations between individuals who work in the community and the individuals I serve.
- Attended annual and semiannual Individualized Service Plan Meetings with clients, advocates and guardians.

Another Step, Valley Cottage, NY

2014 - 2015

Day Habilitation Instructor

- Provided oversight and guidance to ensure the health and safety of individuals with developmental disabilities in a without walls program.
- Supported individuals with both social and independent living skills.
- Facilitated relationship building and community integration.

ARC of Rockland, Pearl River, NY

2014

Job Coach

- Provide one to one support for individuals who have a dual diagnosis of developmental disability and mental illness at their work site
- Teach job set up procedures and self-supplying of materials to consumers leading towards job independence.
- Monitor independent work and non-work behaviors
- Promotes independence for individuals by providing strategies and assistance when needed
- Wrote 5-20 daily rapid response security updates with recommendations for governments, news outlets, and companies on pressing risks in the Middle East, focusing on Saudi Arabia, Bahrain, Lebanon, and Iraq.
- Crafted five weekly long-form briefs on Coalition and ISIS progress in Operation Inherent Resolve using GIS mapping software to visually illustrate faction progress.

Education:

University at Buffalo, Buffalo, NY

2013

B.S., Health and Human Services

Certifications:

The Reid Technique of Interviewing and Interrogation

OSHA 30 HR Training

OSHA 10 HR Training

4 – HR Supported Scaffold User & Training

16 - HR Suspended Scaffold Training

16 – HR Rigging Worker Training

Michael Quevedo

Senior Associate
New York
(646) 292-1853
mquevedo@k2integrity.com

K2 Integrity, New York, NY

2021–Present

Senior Associate

- Analyzes business records and financial transactions as part of the Investigations and Risk Advisory team.
- Investigates potential fraud, supports litigation projects, and monitors for integrity, internal controls, and fraud risk assessments.
- Collaborates cross-functionally with project managers and forensic engineers on strategic plans. Prepares and presents forensic accounting reports to clients.

KPMG LLP, Montvale, NJ

2020–2021

Financial Analyst

- Drove decision-making for audit leadership by providing accurate and synthesized data; reported directly to the functional Audit CFO.
- Consolidated extensive financial metrics from local and national businesses.
- Created regular presentations delivered to audit and firm leadership reporting on weekly turnover, the impact of business wins/losses, and significant new clients.
- Analyzed data consisting of billions in revenue and millions of employee hours for the U.S. audit practice.
- Collaborated with the national team to consolidate financial data and other critical information from 18 business units throughout the country; directly supported the Pennsylvania unit and reported on its business health and performance in comparison with other units.

RSM US LLP, New York, NY

2017–2019

Senior Assurance Associate

- Audited financial statements and footnote disclosures, including SEC filings (e.g., 10-Ks and 10-Qs), for **public** and private companies. Evaluated the design, implementation, and operating effectiveness of client's internal control structure; identified deficiencies and communicated with clients to improve on key controls.
- Directed and coached junior engagement team members via task assignment, professional development opportunities, and constructive feedback.
- Identified and investigated an instance of client fraud in which revenue was falsely inflated.
- Efficiently managed overlapping engagements and varied clients, such as a family-owned textile business, a global construction company, and a large accelerated publicly traded chemical company.
- Performed ratio and fluctuation analyses to identify and inquire regarding trends in the client's business.
- Ensured firm and client compliance with reporting standards and PCAOB inspections by performing extensive industry research.

Neil T. O'Sullivan CPA PLLC, Pearl River, NY

2016–2017

Accounting Intern

- Prepared tax returns and offered bookkeeping services for both individuals and small businesses.

RSM US LLP, New York, NY

2016–2016

Assurance Intern

- Collaborated with financial services teams to audit hedge funds and investment portfolios (i.e., testing the existence and valuation of various investments). Supported a commercial practice team while

preparing a quarterly review for a publicly traded company by footing and cross-footing quarterly financial statements.

EDUCATION

James Madison University, Harrisonburg, VA
2016
B.B.A, Accounting

Certifications

Certified Public Accountant

Robert Thompson, EIT, ENV SP

Senior Director
New York
(717) 379-2457
rthompson@k2integrity.com

K2 Integrity, New York, NY

2014 - Present

Senior Director, Investigations and Disputes

- Served as Engineering Lead on large scale public and private sector construction projects such as:
 - Moynihan Train Hall (James A. Farley Post Office Building Redevelopment)
 - Metropolitan Transportation Authority East Side Access
 - Port Authority of New York & New Jersey World Trade Center PATH Transportation Hub
 - New York Governor's Office of Storm Recovery – Buyouts and Acquisitions Program
 - New York City Housing Authority Bond B Housing Renovations
 - Private construction jobs including the demolition of a 50-story building in Midtown Manhattan and office renovations.
- Provides risk assessment of project controls and processes by reviewing contracts and construction documentation and performing interviews with project personnel to identify process gaps, non-compliance, inefficiencies, fraud, waste, and abuse.
- Based on this assessment, makes recommendations for process improvements, risk mitigation, and increased quality and efficiency on projects.
- Develops and executes work plans for ongoing active monitoring of projects.
- Maintains close working relationship with clients regarding monitoring activities, issues encountered, issue resolution, and lessons learned.
- Provides monitoring expertise in areas such as: contract compliance, technical compliance (i.e., compliance with project specifications and construction documents), quality assurance/quality control, controlled and third-party inspections, permitting, change orders, project billing/payment requisitions, regulatory compliance (i.e., local, state, federal), code compliance, site safety, security, labor and wages, environmental compliance, MWDBE compliance, and Buy America(n) compliance.
 - Specific activities performed including attending site inspection events, performing safety/security audits, performing quality reviews such as confirming materials meet specified requirements, that work complies with project specifications, drawings, and submittals, that deficiencies are tracked and resolved appropriately, that change order scope is valid and costs are appropriate, verifying compliance with regulatory requirements and code such as New York City and New York State Building Codes, New York State Department of Environmental Conservation, New York State Department of Environmental Protection, performing interviews with workers regarding wages and labor classifications, confirming commercially useful functions for MWDBE contractors, attending payment requisition meetings and walkthroughs, monitoring environmentally sensitive activities such as hazardous waste abatement and disposal, and confirming that materials used on site comply with Buy America(n) requirements.
- Provide deliverables including Work Plans, Risk Assessment Reports, Standard Operating Procedures, Site Activity Reports, Summary Review Memos, and Metrics to memorialize and document activities, findings, correspondence, follow ups, recommendations, and resolutions.

Wilson Consulting Group, PC

2013-2014

Engineer

- Provided bridge and transportation design services including:
 - Final and Preliminary bridge design calculations
 - Temporary works (Jacking, Cribbing, Shoring, Falsework, Overhang)
 - Bridge and roadway Quantities.
 - Load Rating Analyses.
 - Prepared Design-Build proposals.
 - Bridge Permitting (i.e., GP-11, ATON)

- Historic Bridge restorations such as Inwood Iron Truss Bridge in Lebanon County, PA.
 - Trail design including the expansion of the Capital Area Greenbelt in Harrisburg, PA.
- Performed NBIS Bridge Inspections
- Safety and Environmental assessments in Bridge Construction.

EDUCATION

Manhattan College, Riverdale, New York

May 2011

Bachelor of Science in Civil Engineering

PROFESSIONAL CERTIFICATIONS

- Engineer-in-Training (EIT)
- Envision Sustainability Professional (ENV SP)
- OSHA 10-Hour Training

Patrick McAllister

Senior Investigator
New York
(212) 845-1881
pmcallister@k2integrity.com

K2 Intelligence, New York, NY

2012 - Present

Senior Investigator

- Perform investigations at the World Trade Center site, Moynihan Train Station, MTA Construction job sites and NYCHA.
- Act as integrity monitor conducting investigations including prevailing wage interviews, site monitoring and prevention of waste and abuse against the Port Authority.
- Attend bi-weekly meetings with the Port Authority's Inspector General's Office to provide updates on changes to the job sites.
- Prepare daily reports on job site observations and findings.
- Provide personal security at board of trustee meetings. Conduct surveillance operations for various clients.

Metropolitan Transportation Authority, New York, NY

1996 - 2012

Senior Principal Investigator

2010 - 2012

- Responsible for a team of seven investigators.
- Oversaw cases and surveillance operations of ongoing investigations within the MTA.
- Worked closely with MTA in-house counsel to ensure successful conclusion of cases and complaints.
- Coordinated with other agencies with respect to MTA personnel and investigations.
- Performed employee evaluations.

Principal Investigator

2005 - 2009

- Assigned to Inspector General's Office.
- Investigated complaints and allegations of fraud, theft, and vendor wrongdoing against the MTA and its employees.
- Conducted interviews, referred criminal matters for prosecution and prepared written reports for Inspector General.
- Performed ethics training for new hires.

Strike Force (NYPD, FBI, IRS, INS, DEA, US Customs and NYS Police)

2004 - 2005

- Conducted investigations into international narcotics and homicide cases.
- Expert in the use of highly technical surveillance techniques and telecommunications equipment.
- Deputized as a Special Deputy US Marshall by the US Department of Justice.
- Deemed an expert in providing court testimony.
- Former Top Secret Clearance from US Department of Justice.
- Conducted wire-tap investigations leading to extradition of fugitives.
- Maintained close collaborative contacts with Colombian, Venezuelan, and Mexican authorities and conducted interviews of defendants and witnesses prior to preparing written reports for FBI files.

Joint FBI Task Force

1996 - 2004

- Monitored wiretaps.
- Executed warrants and the use of highly technical surveillance equipment including Global Positioning System.
- Participated on September 11th Search and Recovery Effort at site of Twin.

Manhattan North Major Case Unit

1994 - 1996

Detective

- Duties included monitoring wiretaps and executing numerous search warrants throughout the tristate area.

Manhattan North Narcotics

1993 - 1994

Detective

- Duties included conducting search warrants as well as undercover narcotics operations in the Washington Heights area.

New York City Police Department

1988 - 1992

Anti-Crime Unit

1989 - 1991

- Plain Clothes Officer
- Assigned to Harlem. Consistent top producer of arrests and convictions.

25th Precinct

1988 - 1988

- Police Officer
- Performed neighborhood patrol in Harlem.

Scott Millman

Senior Director
New York
(917) 243-7336
smillman@k2integrity.com

K2 Integrity, New York, NY

2019 – Present

Senior Director

- Managing Forensic Accounting activities for a variety of Integrity Monitorships. Activities include, but are not limited to: requisition review, change order review, procurement review, and vendor invoice review.
- Reporting Integrity Monitoring results and findings to clients through monthly presentations as well as satisfying other contractual reporting requirements.

CohnReznick, LLP, Roseland, NJ

2012 – 2019

Manager

- Performed integrity oversight monitoring for fraud, waste and abuse along with compliance review focusing on housing, economic development, and infrastructure programs.
- Conducted financial audits of drawdowns and overhead rates relating to the Superstorm Sandy Funding process and repair work.
- Monitored compliance of contractors on projects that are required to pay prevailing wages and investigate any discrepancies.
- Led internal and external audits, risk assessments, and other engagement related duties in accordance with industry regulations, standards, and company policies and procedures.
- Effectively wrote and communicated audit reports and recommendations to client management.

PWC, LLP, Florham Park, NJ

2012

Intern, International Assignment Services (IAS) Tax Group

- Prepared complex expatriate and nonresident individual tax returns utilizing GoSystem RS.
- Performed extensive tax equalization calculations.
- Compiled and created work papers in support of tax returns and tax equalizations.
- Provided expatriate and foreign national tax compliance such as Report of Foreign Bank Accounts.
- Conducted US tax law research.

BNY Mellon, New York, NY

2011

Independent Contractor, Foreign Exchange

- Performed complex accounting duties.
- Accurately completed financial statements.
- Reconciled general ledger accounts, foreign exchange trade positions, and profit/loss and cash balances.
- Processed entries to the general ledger.

Caxton Associates, Princeton, NJ

2010 – 2011

Associate

- Reconciled daily positions for Foreign Exchange, Futures, and Commodities products.
- Confirmed Foreign Exchange, Futures, and Commodities trades and positions with prime brokers.

- Executed Foreign Exchange swap trades and residual Foreign Exchange trades.
- Performed independent price verification for existing Foreign Exchange, Futures, and Commodities positions.
- Allocated Foreign Exchange positions utilizing Bloomberg and Murex.
- Reconciled P/L for variances between expected results and actual results.

HSBC Bank, New York, NY

2006 – 2009

Assistant Vice President, Foreign Exchange

- Participated in monthly, quarterly, and yearly closings according to local and international accounting requirements.
- Substantiated Balance Sheet positions and performed account analysis.
- Reconciled daily P/L and balance sheet positions between various systems and the General Ledger.
- Prepared, analyzed, and distributed Daily P/L and MIS reports for the New York Foreign Exchange Trading desk.
- Conducted analytical review of the daily estimate to actual P/L including research and resolution of variances.
- Created and distributed daily and monthly P/L commentary for the Foreign Exchange business.

ADDITIONAL EXPERIENCE

Deutsche Bank, New York, NY

2003 - 2006

Associate, Securitized Products Group

Merrill Lynch, New York, NY

1998 - 2003

Assistant Vice President, Debt Derivatives I.S.S

T. Rowe Price, Owings Mills, MD

1993 – 1998

Retirement Plan Analyst, Retirement Plan Services

EDUCATION

Farleigh Dickinson University, Madison, NJ

2011

MS, Accounting

Loyola College, Baltimore, MD

1998

MBA, Business Administration, Finance

University of Delaware, DE

1992

BA, Political Science

K2 Integrity: Revolutionizing the Management of Risk

K2Integrity.com

New York · London · Washington, DC · Abu Dhabi · Madrid · Geneva · Los Angeles · Chicago

Notice of Request for Proposals
for
INTEGRITY OVERSIGHT MONITOR
[reference 2022-RFP-144]

Notice is hereby given that the New Jersey Economic Development Authority is seeking proposals to provide Integrity Oversight Monitor services to the Authority.

The proposal must be responsive to the Request for Proposal (RFP), including all compliance documentation. If selected, your institution will be required to comply with the requirements of **P.L. 1975, c.127 - N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.**

The RFP is available on the Authority's website at <https://www.njeda.com/bidding> under:

"2022-RFP-144 –INTEGRITY OVERSIGHT MONITOR"

Any questions regarding the RFP must be directed in writing, via e-mail, to EDAProcurementQA@njeda.com **at or before 2:00 PM (EST), August 26, 2022** (*No phone calls please*).

All questions and answers with regard to the RFP will be posted on the Authority's website at <https://www.njeda.com/bidding> under "2022-RFP-144 –INTEGRITY OVERSIGHT MONITOR."

Proposals shall be received at or before 2:00 PM (EST), on September 13, 2022.
Both electronic and hard copy proposals will be accepted.

Electronic Proposals must be uploaded to the Authority's ShareFile system, per the RFP link.

Hard Copy Proposals must be addressed to:

Address:

New Jersey Economic Development Authority
Internal Process Management Department
REF # 2022-RFP-144 Integrity Oversight Monitor
Due Date: September 13, 2022 – 2:00 PM
PO Box 990
36 West State Street
Trenton NJ 08625-0990

Main Reception Desk - Telephone: 609-858-6700



INTEGRITY MONITORING

NJEDA Request for Proposal # 2022-RFP-144 for Integrity Oversight Monitor and Supporting Services

Volume 2 – Pricing Volume – BAFO

Prepared for:

New Jersey Economic Development Authority

Attention:

[REDACTED]
Senior Procurement Officer
New Jersey Economic Development Authority
36 West State Street
PO Box 990
Trenton, New Jersey 08625-0990

November 15, 2022

██████████
Senior Procurement Officer
New Jersey Economic Development Authority
36 West State Street
PO Box 990
Trenton, New Jersey 08625-0990

November 15, 2022

Request for Proposal (“RFP”) #2022-RFP-144 for an Integrity Monitor and Supporting Services

Dear ██████████,

K2 Integrity, operating through K2 Intelligence, LLC appreciates the opportunity to advance our proposal by submitting a best and final offer (“BAFO”) to the New Jersey Economic Development Authority to provide Integrity Oversight Monitor services, including fraud prevention and mitigation, to oversee the disbursement of COVID-19 Recovery Funds and/or the administration of COVID-19 Recovery Programs.

New and additional information about the engagement would have enabled us to revisit our thinking about staffing and costs and find cost-cutting opportunities for the BAFO. Of course, we understand that at this stage of the procurement, new and additional information is not available to proposers. Nevertheless, we wish to be responsive to the BAFO request, and so we have reduced our cost submission to \$219,550.00. The proposed person-hour allocation is attached.

If we are selected for the engagement, we anticipate working closely with NJEDA to obtain detailed information about our particular assignments, so we can develop a cost-effective staffing and pricing approach that is as lean as possible. NJEDA should know, from our 2020 engagement, that we adhere closely to the budget we are given.

Thank you for the opportunity to submit our BAFO. We hope that we will be chosen for the engagement and look forward to discussing the proposal with you. Of course, please let me know if there are any questions about the BAFO.

Sincerely,

Bradley Sussman

Bradley Sussman
Supervising Managing Director

NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY
RFP #2022-RFP-144 -Integrity Oversight Monitor
FEE SCHEDULE - BAFO (rev 11-03-22)

INSTRUCTIONS TO PROPOSERS

1. Proposers shall not alter this Fee Schedule and must provide pricing for all sections. Failure to submit pricing for all sections or altering the form will result in the Proposal being rejected as non-responsive.

2. Proposers shall not indicate fees/charges other than those included on this Fee Schedule. If the Proposer intends to assess additional fees they should be addressed by submitting an inquiry during the Questions & Answers period for this RFP.

3. The below HOURLY RATES are the rates for Category 3 and will be utilized pursuant to the TOR process set forth in the RFP, Section 3.6. The below number of hours are the anticipated number of hours pursuant to a typical engagement. The total price will be used and analyzed in order to evaluate and rank the pricing of the vendors.

STANDARDIZED POSITIONS/TITLES <i>(all-inclusive hourly rates for all contract-specific personnel, standardized positions/titles only)</i>	Hourly Rates	Number of Hours	Price
Senior Executive Manager	\$340.00	45	\$15,300.00
Mid-Level Manager	\$290.00	325	\$94,250.00
Low-level (Staff)	\$220.00	500	\$110,000.00
Support Staff / Investigators	\$195.00	0	\$0.00
Total Price per Engagement / Task			\$219,550.00

PROPOSING ENTITY NAME

K2 Integrity

K2 Integrity: Revolutionizing the Management of Risk

K2Integrity.com

New York · London · Washington, DC · Abu Dhabi · Madrid · Geneva · Los Angeles · Chicago



December 8, 2022

K2 Intelligence (K2 Integrity)
730 Third Avenue, 9th Floor
NY, NY 10017

Attn: Bradley Sussman

Sent via email: bsussman@k2integrity.com

RE: CONDITIONAL NOTICE OF AWARD: 2022-RFP-144 Integrity Oversight Monitor

Dear Mr. Sussman:

Thank you for your efforts in preparing and submitting a proposal in response to the subject solicitation.

Following a thorough review of the proposals received in response to the subject solicitation, I am pleased to inform you that the Authority intends to issue an award to K2 Intelligence (K2 Integrity) as the Secondary Contractor pursuant to your proposal submitted in response to the RFP. As the Authority intends to issue an award to Deloitte & Touche as the Primary Contractor.

The award represents a one (1) year contract with the possibility of two (2), one (1) year extension options, to be exercised at the sole discretion of the Authority. All specifications, terms and conditions shall remain in effect throughout the term of the contract and any extension options exercised by the Authority.

Please note, **this is a CONDITIONAL Notice of Award**, subject to the Challenge Period set forth in the RFP and your firm providing the following outstanding submittals, listed below.

The documents referenced below are also listed on the Proposer's Checklist found on the Authority's website, <https://www.njeda.com/bidding/#forms>

1. *Per Section 4.2.3.3, "Disclosure of Investments in Iran."*
2. *Per Section 4.2.3.5, "Business Registration Certificate."*
3. *Per Section 4.2.3.6, "Source Disclosure."*
4. *Per Section 4.2.3.7, "Affirmative Action Employee Information/Employee Information Report."*
5. *Per Section 4.2.3.8 and 4.2.3.9, "Small Business Set Aside."*
6. *Per Section 4.2.3.10, "Chapter 51."*

7. Per Section 4.2.3.13, "W-9."
8. Per Section 4.2.3.15, "Subcontract Utilization Plan."
9. Per Section 4.2.3.18, "Russia and Belarus certification"
10. Per Section 4.2.3.14, "Insurance Certificate."

Per Section 4.2.3.14 of the RFP, "The Contractor shall provide the Authority with current certificates of insurance for all coverages required by the terms of this Contract, naming the Authority as an Additional Insured." Please review same and ensure compliance. Evidence of insurance coverage in the amounts and types indicated in the RFP must be submitted to the Authority within ten (10) business days of the date of this notice. The ACORD Certificate of Insurance must name the New Jersey Economic Development Authority as additional insured.

Be aware that this letter does not imply that an award is certain, nor shall it be considered a commitment on the part of the Authority. A final "Notice of Award" cannot be issued until the 10-day challenge period is over and has expired.

Should you have any questions or require additional information, please do not hesitate to contact me at the e-mail address noted below. Thank you for your interest in doing business with the New Jersey Economic Development Authority.

Sincerely,

NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

[REDACTED]
Senior Procurement Officer
New Jersey Economic Development Authority (NJEDA)
36 W. State St.
PO Box 990
Trenton, NJ 08625-0990

For information about NJEDA's products and services, please visit us on the web: www.njeda.com

Cc: [REDACTED], Managing Director-Procurement
[REDACTED], Vice President – Business Support/ELO
[REDACTED], Vice President – Legal & Compliance
2022-RFP-144 file

Notice of Request for Proposals
for
INTEGRITY OVERSIGHT MONITOR
[reference 2022-RFP-144]

Notice is hereby given that the New Jersey Economic Development Authority is seeking proposals to provide Integrity Oversight Monitor services to the Authority.

The proposal must be responsive to the Request for Proposal (RFP), including all compliance documentation. If selected, your institution will be required to comply with the requirements of **P.L. 1975, c.127 - N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq.**

The RFP is available on the Authority's website at <https://www.njeda.com/bidding> under:

"2022-RFP-144 –INTEGRITY OVERSIGHT MONITOR"

Any questions regarding the RFP must be directed in writing, via e-mail, to EDAProcurementQA@njeda.com **at or before 2:00 PM (EST), August 26, 2022** (*No phone calls please*).

All questions and answers with regard to the RFP will be posted on the Authority's website at <https://www.njeda.com/bidding> under "2022-RFP-144 –INTEGRITY OVERSIGHT MONITOR."

Proposals shall be received at or before 2:00 PM (EST), on September 13, 2022.
Both electronic and hard copy proposals will be accepted.

Electronic Proposals must be uploaded to the Authority's ShareFile system, per the RFP link.

Hard Copy Proposals must be addressed to:

Address:

New Jersey Economic Development Authority
Internal Process Management Department
REF # 2022-RFP-144 Integrity Oversight Monitor
Due Date: September 13, 2022 – 2:00 PM
PO Box 990
36 West State Street
Trenton NJ 08625-0990

Main Reception Desk - Telephone: 609-858-6700



Request for Proposal # 2022-RFP-144

FOR: Integrity Oversight Monitor and Supporting Services

Event	Date	Time
Bidder's Electronic Question Due Date (Refer to Section 1.3.1 of this RFP for more information.)	AUGUST 26, 2022	02:00 PM ET
Pre-Proposal Conference (Refer to Section 1.3.2 of this RFP for more information.)	N/A	N/A
Site Visit (Refer to Section 1.3.3 of this RFP for more information.)	N/A	N/A
Proposal Submission Date (Refer to Section 1.3.6 of this RFP for more information.)	SEPTEMBER 13, 2022	02:00 PM ET

Dates are subject to change. All changes will be reflected in Addenda to the RFP posted on the New Jersey Economic Development Authority's website.

Designation	Status	Category
Small Business Set-Aside	Not Applicable	<input checked="" type="checkbox"/> Not Applicable <input checked="" type="checkbox"/>
	Entire Contract	<input type="checkbox"/> I <input type="checkbox"/>
	Partial Contract	<input type="checkbox"/> II <input type="checkbox"/>
	Subcontracting Only	<input type="checkbox"/> III <input type="checkbox"/>
Disabled Veteran-Owned Business Set-Aside	Not Applicable	<input checked="" type="checkbox"/>
	Entire Contract	<input type="checkbox"/>
	Partial Contract	<input type="checkbox"/>
	Subcontracting Only	<input type="checkbox"/>

RFP Issued By:

New Jersey Economic Development Authority
Internal Process Management-Procurement (IPM)
36 West State Street, PO Box 990
Trenton, NJ 08625-0990
Main Reception Desk–Telephone: 609-858-6700

Date: 8/15/2022

TABLE OF CONTENTS

1.0	INFORMATION FOR BIDDERS	5
1.1	PURPOSE AND INTENT	5
1.2	BACKGROUND	5
1.2.1	COVID-19 / FEDERAL ASSISTANCE	6
1.2.2	INTEGRITY OVERSIGHT MONITORS	6
1.3	KEY EVENTS	7
1.3.1	ELECTRONIC QUESTION AND ANSWER PERIOD	7
1.3.1.1	EXCEPTIONS TO THE AUTHORITY'S CONTRACT FOR PROFESSIONAL SERVICES	7
1.3.2	PRE-PROPOSAL CONFERENCE	7
1.3.3	SITE VISIT	7
1.3.4	PROJECTED MILESTONE DATES	8
1.3.5	TIMELY SUBMISSION OF PROPOSALS	8
1.3.6	SUBMISSION OF PROPOSAL – ELECTRONIC OR HARD COPY	8
1.3.6.1	ELECTRONIC PROPOSAL SUBMISSION (STRONGLY PREFERRED)	8
1.3.6.2	ELECTRONIC SIGNATURE	9
1.3.6.3	HARD COPY PROPOSAL SUBMISSION	9
1.4	ADDITIONAL INFORMATION	10
1.4.1	ADDENDA: REVISIONS TO THIS RFP	10
1.4.2	PROPOSER RESPONSIBILITY	10
1.4.3	COST LIABILITY	10
1.4.4	CONTENTS OF PROPOSAL – OPEN PUBLIC RECORDS ACT	11
1.4.5	PROPOSAL SUBMISSION ANNOUNCEMENT	11
1.4.6	PROPOSAL ERRORS – BEFORE & AFTER BID OPENING	11
1.4.7	JOINT VENTURE	12
1.4.8	SUBCONTRACTORS/SUBCONSULTANTS	12
1.4.9	CONFLICT OF INTEREST	13
1.4.10	PROPOSAL ACCEPTANCES AND REJECTIONS	13
2.0	DEFINITIONS	14
2.1	GENERAL DEFINITIONS	14
2.1.1	CONTRACT-SPECIFIC DEFINITIONS	16
3.0	SCOPE OF WORK – REQUIREMENTS OF THE VENDOR {CONTRACTOR}	18
3.1	EO NO. 271 (MURPHY 2021) PROVISIONS	18
3.1.1	COVERED CONTRACTOR'S REQUIREMENTS:	18
3.1.2	COVERED CONTRACTOR'S REPORTING:	18
3.2	SCOPE OF WORK	18
3.3	REQUESTED SERVICES	18
3.3.1	TASKS	18
3.3.2	REPORTING	20
3.4	DOCUMENTATION	21
3.5	LITIGATION SERVICES	21
3.6	ENGAGEMENT / TASK ORDER REQUESTS	21
3.7	REFERENCES	23
4.0	PROPOSAL PREPARATION AND SUBMISSION – REQUIREMENTS OF THE PROPOSER	24
4.1	GENERAL	24
4.1.1	NON-COLLUSION	24
4.2	PROPOSAL CONTENT AND SUBMISSION ORDER	25
4.2.1	VOLUME 1: TECHNICAL PROPOSAL: ORGANIZATIONAL QUALIFICATIONS, EXPERIENCE AND MISCELLANEOUS INFORMATION (MANDATORY SUBMISSION WITH BID PROPOSAL)	25
4.2.1.1	POTENTIAL PROBLEMS	28
4.2.2	VOLUME 2: FEE SCHEDULE (MANDATORY SUBMISSION WITH BID PROPOSAL)	28
4.2.2.1	DELIVERY TIME AND COSTS	28
4.2.2.2	COLLECT ON DELIVERY (C.O.D.) TERMS	29
4.2.2.3	PRICE ADJUSTMENT	29
4.2.3	VOLUME 3: REQUIRED COMPLIANCE DOCUMENTATION	29
4.2.3.1	SIGNATORY PAGE (MANDATORY FORM WITH BID PROPOSAL-SIGNED)	29

4.2.3.2	OWNERSHIP DISCLOSURE FORM (MANDATORY FORM WITH BID PROPOSAL)	29
4.2.3.3	DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM	30
4.2.3.4	DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM	30
4.2.3.5	BUSINESS REGISTRATION CERTIFICATION (BRC)	30
4.2.3.6	SOURCE DISCLOSURE CERTIFICATION	31
4.2.3.7	AFFIRMATIVE ACTION EMPLOYEE INFORMATION/EMPLOYEE INFORMATION REPORT	31
4.2.3.8	SMALL BUSINESS SET ASIDE	31
4.2.3.9	DISABLED VETERANS' BUSINESS SET-ASIDE	32
4.2.3.10	REQUIREMENTS OF PUBLIC LAW 2005, CHAPTER 51, N.J.S.A. 19:44A-20.13 - N.J.S.A. 19:44A-20.25 (FORMERLY EXECUTIVE ORDER NO. 134) AND EXECUTIVE ORDER NO. 117 (2008).	32
4.2.3.11	POLITICAL CONTRIBUTION DISCLOSURE	32
4.2.3.12	PUBLIC LAW 2018, CHAPTER 9 – DIANE B. ALLEN EQUAL PAY ACT	32
4.2.3.13	NEW JERSEY STATE W-9	33
4.2.3.14	INSURANCE CERTIFICATE(S)	33
4.2.3.15	SUBCONTRACTOR UTILIZATION PLAN	33
4.2.3.16	BID SECURITY	33
4.2.3.17	CERTIFICATION FOR EO NO. 271 – COVID-19 VACCINE	33
4.2.3.18	CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS PURSUANT TO P.L. 2022, C. 3	34
5.0	SPECIAL CONTRACTUAL TERMS AND CONDITIONS	35
5.1	PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS	35
5.2	CONTRACT TERM AND EXTENSION OPTION	35
5.3	CONTRACT TRANSITION	35
5.4	CONTRACT AMENDMENT	35
5.5	CONTRACTOR RESPONSIBILITIES	35
5.6	SUBSTITUTION OF STAFF	36
5.7	SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)/SUBCONSULTANT(S)	36
5.8	OWNERSHIP OF MATERIAL	36
5.9	SECURITY AND CONFIDENTIALITY	37
5.9.1	DATA CONFIDENTIALITY	37
5.9.1.1	CONTRACTOR'S CONFIDENTIAL INFORMATION	38
5.9.2	DATA SECURITY STANDARDS	39
5.10	NEWS RELEASES	40
5.11	ADVERTISING	40
5.12	LICENSES AND PERMITS	40
5.13	CLAIMS AND REMEDIES	40
5.13.1	CLAIMS	40
5.13.2	REMEDIES	40
5.13.3	REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS	40
5.13.4	LIQUIDATED DAMAGES	41
5.14	ADDITIONAL WORK AND/OR SPECIAL PROJECTS	42
5.15	INDEMNIFICATION	42
5.16	MAINTENANCE OF RECORDS	42
5.17	FORM OF COMPENSATION - INVOICING/PAYMENT	43
6.0	PROPOSAL EVALUATION	44
6.1	RIGHT TO WAIVE	44
6.2	RIGHT OF FINAL PROPOSAL ACCEPTANCE	44
6.3	RIGHT TO INSPECT PROPOSER'S FACILITIES	44
6.4	RIGHT TO REQUEST FURTHER INFORMATION	44
6.5	PROPOSAL EVALUATION COMMITTEE	44
6.6	ORAL PRESENTATION AND/OR CLARIFICATION OF PROPOSAL	44
6.7	EVALUATION CRITERIA	45
6.7.1	QUALIFICATIONS/EXPERIENCE EVALUATION CRITERIA	45
6.7.2	PROPOSER'S FEE SCHEDULE	45
6.7.3	PROPOSAL DISCREPANCIES	46
6.7.4	EVALUATION OF THE PROPOSALS	46
6.8	NEGOTIATION AND BEST AND FINAL OFFER (BAFO)	46
6.9	PROTEST OF RECOMMENDED AWARD	47
7.0	CONTRACT AWARD	48

8.0	CONTRACT ADMINISTRATION.....	50
8.1	AUTHORITY'S DESIGNATED CONTRACT MANAGER.....	50
8.1.1	AUTHORITY'S DESIGNATED CONTRACT MANAGER'S RESPONSIBILITIES	50

1.0 INFORMATION FOR BIDDERS

This Request for Proposals (RFP) is issued by the New Jersey Economic Development Authority (“Authority”, “EDA”) to solicit Proposals for the Integrity Oversight Monitor (IOM) and Supporting Services for the Authority’s COVID-19 Recovery Funds and COVID-19 Recovery Programs.

1.1 PURPOSE AND INTENT

The purpose of this RFP is to solicit for the services of interested and qualified firms who can provide integrity monitoring/anti-fraud and supporting services, including fraud prevention and mitigation, to oversee the disbursement of COVID-19 Recovery Funds and/or the administration of COVID-19 Recovery Programs for Category 3. This includes the administration and disbursement of Coronavirus State Fiscal Recovery Funds (CSFRF), Revolving Loan Funds received from the United States Economic Development Administration (USEDA), and funds received from the U.S. Department of the Treasury’s State Small Business Credit Initiative.

NJEDA reserves the right to make one award for these services and reserves the right to make a second award. NJEDA also reserves the right to separately procure individual requirements of these advertised services.

The intent of this RFP is to award one (1) primary, and one (1) secondary contract for one (1) year with two (2), one (1) year extension options, if deemed necessary by the Authority and dependent upon funding, to the responsible Proposer(s) whose Proposal(s), conforming to this RFP are most advantageous to the Authority, price and other factors considered. For all COVID-19 Recovery programs valued at \$20 million or more, the task order requests will be provided to the Primary and Secondary awardees who will provide responses and pricing; and will be evaluated and awarded accordingly. For all other programs, the task order request will be provided to the Primary Contractor. In the event there is a conflict with the Primary Contractor, the task order will be provided to the Secondary Contractor.

In accordance with applicable law, the Authority reserves the right to award in total or in part and reject any and all Proposals when it is determined to be in the best interest of the Authority, price and other factors considered.

This is a Task Order Request (TOR) Contract. The Authority’s Contract for Professional Services, attached as Exhibit A, is in addition to the Terms and Conditions set forth in this RFP and should be read in conjunction with them unless the RFP specifically indicates otherwise.

1.2 BACKGROUND

The New Jersey Economic Development Authority serves as the State’s principal agency for driving economic growth. The Authority is committed to making New Jersey a national model for inclusive and sustainable economic development by focusing on key strategies to help build strong and dynamic communities, create good jobs for New Jersey residents and provide pathways to a stronger and fairer economy. Through partnerships with a diverse range of stakeholders, the Authority creates and implements initiatives to enhance the economic vitality and quality of life in the State and strengthen New Jersey’s long-term economic competitiveness.

The mission of the NJEDA is to grow the state’s economy and increase equitable access to opportunity by supporting high-quality job creation, catalyzing investment, and fostering vibrant, inclusive community development. NJEDA works in partnership with a diverse range of stakeholders to implement programs and initiatives that improve quality of life, enhance economic vitality, and strengthen New Jersey’s long-term economic competitiveness.

Since its inception in 1974, the Authority has provided billions of dollars in assistance to numerous projects within the State. These projects have created almost a half million jobs. In 2020, the Authority provided over \$628 million dollars in assistance to 42,708 projects and created more than 600 new full-time jobs.

1.2.1 COVID-19 / FEDERAL ASSISTANCE

On March 9, 2020, Governor Murphy issued Executive Order (EO) 103 declaring both a Public Health Emergency and State of Emergency, pursuant to the Emergency Health Powers Act (“EHPA”), N.J.S.A. 26:13-1 et seq., and the New Jersey Civilian Defense and Disaster Control Act (“Disaster Control Act”), N.J.S.A. A:9-33 et seq., in light of the dangers of the Coronavirus disease 2019 (“COVID-19”). The Public Health Emergency was repeatedly extended until on June 4, 2021, when the Governor signed A5820 into law as P.L.2021, c.103 and issued EO244, which terminated the Public Health Emergency declared in EO 103 (2020). On January 11, 2022, in response to the omicron variant, the Governor issued EO 280 (2022) declaring that a Public Health Emergency again exists in the State of New Jersey and that the State of Emergency originally declared in EO 103 (2020) remains in full force and effect. The Public Health Emergency was again extended on February 10, 2022 by EO 288 (2022).

On March 13, 2020, the President of the United States declared a national emergency and determined that the COVID-19 pandemic was of sufficient severity and magnitude to warrant a nation-wide emergency declaration under Section 501 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121-5207, (“Stafford Act”) and that declaration was extended to the State of New Jersey on March 25, 2020 pursuant to Section 401 of the Stafford Act.

The American Rescue Plan Act of 2021, H.R. 1319 (“ARP”) was enacted on March 11, 2021, building upon the previously-enacted Coronavirus Aid, Relief, and Economic Security Act (2020), H.R. 748, (“CARES Act”). Like the CARES Act, which provided for the creation of the Coronavirus Relief Fund (CRF) – the ARP, and its correspondingly-created Coronavirus State Fiscal Recovery Fund (CSFRF), was enacted to:

- Support urgent COVID-19 response efforts to continue to decrease spread of the virus and bring the pandemic under control;
- Replace lost revenue for eligible state, local, territorial, and Tribal governments to strengthen support for vital public services and help retain jobs;
- Support immediate economic stabilization for households and businesses; and
- Address systemic public health and economic challenges that have contributed to the inequal impact of the pandemic.

Funding for these purposes was made available for expenses incurred between March 3, 2021 and December 31, 2024.

1.2.2 INTEGRITY OVERSIGHT MONITORS

On July 17, 2020, Governor Murphy signed Executive Order 166 (“EO 166”), which included establishment of the State’s COVID-19 Compliance and Oversight Task Force (the “Taskforce”) and the Governor’s Disaster Recovery Office (“GDRO”). The purpose of the Taskforce is to advise State departments, agencies, and instrumentalities that receive or administer COVID-19 Recovery Funds (“Recovery Program Participants”) regarding compliance with Federal and State law and how to mitigate the risks of waste, fraud, and abuse.

Pursuant to EO 166, the Taskforce has issued guidelines regarding the appointment and responsibilities of COVID-19 Integrity Oversight Monitors (“IOMs”). Integrity Monitors are intended to serve as an important part of the State’s accountability infrastructure while working with state

agencies and authorities in developing measures to prevent, detect, and remediate inefficiency and malfeasance in the expenditure of COVID-19 Recovery Funds.

1.3 KEY EVENTS

1.3.1 ELECTRONIC QUESTION AND ANSWER PERIOD

The Authority will electronically accept written questions and inquiries from all potential Proposers via the web at EDAProcurementQA@njeda.com by the date and time shown on Page 1 of this RFP. Phone calls and/or faxes shall not be accepted.

The subject line of the e-mail should state:

QUESTIONS-2022-RFP-144 – Integrity Oversight Monitor

- A. Questions should be directly tied to the RFP and asked in consecutive order, from beginning to end, following the organization of the RFP and should begin by referencing the RFP page number and section number to which it relates;
- B. A Proposer must not contact the Authority's requesting department or any other staff/board member directly, in person, by telephone or by e-mail concerning this RFP **prior to the final award**. Any contact made outside of emailing inquiries via EDAProcurementQA@njeda.com will result in disqualification of the Proposer's Proposal;
- C. All Questions received and Answers given in response to this RFP will be answered in the form of an Addendum. Addenda, if any, will be posted on the Authority's website, <https://www.njeda.com/bidding/> as a separate file attachment, or incorporated into a revised, posted RFP, after the posted cut-off date for electronic questions and inquiries indicated on the RFP cover sheet; and
- D. Any Amendment to this RFP will become part of this Solicitation and part of any Contract awarded as a result of this RFP.

1.3.1.1 EXCEPTIONS TO THE AUTHORITY'S CONTRACT FOR PROFESSIONAL SERVICES

Questions regarding the Authority's Contract for Professional Services, please refer to Exhibit A, and exceptions or modifications to its mandatory requirements **must be requested by the Proposer during this Electronic Question and Answer Period** and should contain the Proposer's suggested changes and the reason(s) for the suggested changes. The Authority shall be under no obligation to grant or accept any requested changes (i.e., exceptions taken) to the specimen form of the Contract and will post all answers in the Addendum. Exceptions and/or modifications to the terms of the RFP and/or Contract submitted with the Proposal, subsequent to the expiration of the Question and Answer Period, will result in the rejection of the Proposer's Proposal.

1.3.2 PRE-PROPOSAL CONFERENCE

Not Applicable.

1.3.3 SITE VISIT

Not Applicable.

1.3.4 PROJECTED MILESTONE DATES

The following dates are provided to Interested Proposers for planning purposes only. These are estimated timeline dates and do not represent a firm date commitment by which the Authority will take action:

Pre-Proposal Conference:	Not applicable.
Q&A Period Ends:	August 26, 2022 @ 2:00 p.m. ET
If required, Addendum:	September 1, 2022 @ 2:00 p.m. ET
Proposals Due:	September 13, 2022 on or before 2:00 p.m. ET
Estimated Recommendation for Award:	October 18, 2022
Estimated Contract Execution:	On or about December 8, 2022

1.3.5 TIMELY SUBMISSION OF PROPOSALS

In order to be considered for award, the Proposal must be received by the Authority at the appropriate location by the required time. Proposals not received prior to the Proposal opening deadline, as indicated on the RFP cover sheet, shall be rejected. If the Proposal opening deadline has been revised, the new RFP opening deadline will be shown on a posted RFP Amendment.

1.3.6 SUBMISSION OF PROPOSAL – ELECTRONIC OR HARD COPY

In order to be evaluated and considered for award, the Proposal must be received by the Authority at the appropriate location and by the required time indicated on the cover sheet, either electronically or hard copy.

1.3.6.1 ELECTRONIC PROPOSAL SUBMISSION (STRONGLY PREFERRED)

Proposers should submit a complete, ELECTRONIC Proposal, in “read only” PDF file format using Adobe Acrobat Reader software that must be viewable by Authority evaluators.

The subject line of the RFP submission and any attachments are all to be clearly labeled.

EACH electronically uploaded file (Proposal, Attachment Submittals, etc.) submission, should follow the following format:

“(Proposer’s Company Name) - Bid Submission-2022-RFP-144 – Integrity Oversight Monitor, and the (file/document title)”

All RFP electronic Proposal documents must be uploaded to the Authority’s ShareFile system via:

<https://njeda.sharefile.com/r-rf9e645d04d7b44fbba18891c1b729089>

It is highly recommended that you initiate the upload of your bid Proposal/submission a minimum of four (4) hours prior to the Proposal Submission due date/time on the front cover to allow the Proposers some time to identify and troubleshoot any issues that may arise when using the Sharefile application. Technical inquiries may be directed to EDAProcurementQA@njeda.com. However, the Authority assumes no responsibility in the event that Proposer fails to upload their bid Proposal/submission prior to the Proposal Submission due date/time in the event of a technical issue.

NOTE: Any bids received after the date and time specified shall not be considered. All Proposal submissions, once opened, become the property of the Authority and cannot be returned to the Proposer.

1.3.6.2 ELECTRONIC SIGNATURE

Proposers submitting Proposals electronically shall sign the forms listed in Section 4.0 Proposal Preparation and Submission – Requirements of the Proposer (Required Compliance Documentation Pre- and Post-Proposal Submission).

Pursuant to written policy, the Authority allows documents to be signed electronically and hereby agrees to be bound by such electronic signatures. Proposers submitting Proposals electronically, as signatory to the documents, may sign the forms listed in Section 4.2.4 (Section D - Requested Compliance Documentation Pre & Post Proposal Submission) of this Bid Solicitation, electronically, and agree to be bound by the electronic signatures. The Authority will accept the following types of electronic signatures: (1) Within Microsoft Word, an individual can go to the “Insert” ribbon at the top of the screen, then within the “Text” section go to the “Signature Line” and enter the information, which creates a security procedure/record attributable to the person signing when transmitted via e-mail or other electronic transfer or; (2) Within Adobe Acrobat DC, go to the “Fill & Sign” “Stamps-Dynamics” or “Certificates” within the “Tools” ribbon and enter the information, which creates a security procedure/record attributable to the person signing when transmitted via e-mail or other electronic transfer; or (3) Digital signatures from Adobe Acrobat DC or produced via similar signature authenticating program (i.e., DocuSign or similar software), which creates a security procedure/record attributable to the person signing.

By submitting an electronic signature, the Proposer is agreeing to be bound by the electronic signature.

Scanned physical signatures will also be accepted, provided that the forms are otherwise properly completed.

This practice applies only to Proposals submitted electronically and the forms listed above. Both electronic signatures and scanned physical signatures will also be accepted, provided that the forms are otherwise properly completed.

1.3.6.3 HARD COPY PROPOSAL SUBMISSION

Proposers submitting Proposals in hard copy format must provide forms with original, physical signatures; otherwise the Proposal may be deemed non-responsive per this section.

If submitting a hard copy Proposal, a sealed Proposal must be delivered by the required date and time indicated on the cover sheet, in order to be considered for award to the following:

Asteris “Ted” Fanikos
Senior Procurement Officer
NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY
36 WEST STATE STREET
PO BOX 990
TRENTON NEW JERSEY 08625-0990

The exterior of all Proposal packages is to be clearly labeled with the Proposal title, bid opening date and time, and the Proposer’s Name and Address:

2022-RFP-144 – Integrity Oversight Monitor
On or before September 13, 2022 on or before 2:00 p.m. ET

Submit one (1) ink signed, original hard copy Proposal with all the required documentation and signatures in ink, and three (3) copies marked "COPY".

Proposals submitted by facsimile will not be considered.

ANY PROPOSAL NOT RECEIVED ON TIME AT THE LOCATION INDICATED, WILL BE AUTOMATICALLY REJECTED. THE AUTHORITY WILL NOT BE RESPONSIBLE FOR LATE POSTAL OR DELIVERY SERVICE. THE POSTMARK DATE WILL NOT BE CONSIDERED IN HONORING THE BID DATE RECEIPT AND TIME.

The Authority shall not be responsible for any delivery/postal service's failure to deliver in a timely manner. A Proposer using U.S. Postal Service regular or express mail services should allow additional time to ensure timely receipt of Proposals since the U.S. Postal Service does not deliver directly to the Authority.

Directions to the Authority's Trenton location can be found at the following web address: <https://www.njeda.com/about/> at the bottom of the screen under the "Locations" section of the website.

Any Proposal received after the date and time specified shall not be considered, whether submitted electronically or in hard copy.

1.4 ADDITIONAL INFORMATION

1.4.1 ADDENDA: REVISIONS TO THIS RFP

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by Addendum. Any Addendum to this RFP will become part of this RFP and part of any contract awarded as a result of this RFP.

ALL RFP ADDENDA WILL BE ISSUED ON THE AUTHORITY'S WEB SITE. TO ACCESS ADDENDA, THE PROPOSER MUST LOCATE THIS RFP PROPOSAL NUMBER AT <https://www.njeda.com/bidding/> - "Business Support Administrative Goods and Services - Bidding Opportunities".

There are no designated dates for release of Addenda. Therefore all interested Proposers should check the Authority's "Bidding Opportunities" website on a daily basis from time of RFP issuance through the Proposal submission opening.

It is the sole responsibility of the Proposer to be knowledgeable of all Addenda related to this procurement.

1.4.2 PROPOSER RESPONSIBILITY

The Proposer assumes sole responsibility for the complete effort required in submitting a Proposal in response to this RFP. No special consideration will be given after Proposals are opened because of a Proposer's failure to be knowledgeable as to all requirements of this RFP Solicitation.

1.4.3 COST LIABILITY

The Authority assumes no responsibility and bears no liability for costs incurred by a Proposer in the preparation and submittal of a Proposal in response to this RFP Solicitation.

1.4.4 CONTENTS OF PROPOSAL – OPEN PUBLIC RECORDS ACT

The Authority, 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-1.1 et seq.), as amended and including all applicable regulations and policies and applicable case law, including the common law right to know. Subsequent to the Proposal submission opening, all information submitted by Proposer in response to a solicitation is considered public information, notwithstanding any disclaimers to the contrary submitted by a Proposer. When the RFP contains a negotiation component, the Proposal will not be subject to public disclosure until a conditional Notice of Award is issued.

As part of its Proposal, a Proposer may designate any data or materials it asserts are exempt from public disclosure under OPRA and/or the common law, explaining the basis for such assertion. The location in the Proposal of any such designation should be clearly stated in a cover letter.

A Proposer shall not designate any price lists and/or catalogs submitted as exempt from public disclosure.

A Proposer may designate specific information as not subject to disclosure pursuant to the exceptions to OPRA found at N.J.S.A. 47:1A-1.1, when the Proposer has a good faith legal and/or factual basis for such assertion. The Authority reserves the right to make the determination as to what is proprietary or confidential, and will advise the Proposer accordingly. **The Authority will not honor any attempt by a Proposer to designate its entire Proposal as proprietary, confidential and/or to claim copyright protection for its entire Proposal.** Copyright law does not prohibit access to a record which is otherwise available under OPRA. In the event of any challenge to the Proposer's assertion of confidentiality with which the Authority does not concur, the Proposer shall be solely responsible for defending its designation, but in doing so, all costs and expenses associated therewith shall be the responsibility of the Proposer. The Authority assumes no such responsibility or liability.

1.4.5 PROPOSAL SUBMISSION ANNOUNCEMENT

On the date and time Proposals are due under the RFP, only the names and addresses of the Proposer(s) submitting Proposals will be publicly announced and the contents of the Proposals shall remain proprietary and/or confidential, pursuant to Negotiation and Best and Final Offer (BAFO) Section 6.8, until the Conditional/Notice of Intent to Award is issued.

NOTE: All Proposal submissions, once publicly opened, become the property of the Authority and cannot be returned to the Proposer.

1.4.6 PROPOSAL ERRORS – BEFORE & AFTER BID OPENING

A Proposer(s) may withdraw its Proposal as described below:

A Proposer(s) may request that its Proposal be withdrawn prior to the Proposal submission opening. Such request must be made, in writing, via e-mail to the Internal Process Management (IPM) Procurement Department at email: EDAProcurementQA@njeda.com, with a reference to company name, RFP number, RFP Title, a Proposal identifier if one was applied, Proposal submission date, and method of Proposal submission (i.e., electronic version or hard copy delivery). The written withdrawal request must be signed and submitted by a duly authorized representative of the Proposing entity to be valid.

In the event the Proposer withdraws its bid Proposal in person, a business card and proper identification must be presented. Proposals so withdrawn will be returned to the Proposer unopened.

If the withdrawal request is granted, the Proposer(s) may submit a revised Proposal as long as the Proposal is received prior to the announced date and time for Proposal submission and at the place specified.

If, after the Proposal submission opening but before contract award, a Proposer(s) discovers an error in its Proposal, the Proposer(s) may make a written request to the IPM Procurement Department for authorization to withdraw its Proposal from consideration for award. Evidence of the Proposer's good faith in making this request shall be used in making the determination. The factors that will be considered are that the mistake is so significant that to enforce the contract resulting from the Proposal would be unconscionable; that the mistake relates to a material feature of the contract; that the mistake occurred notwithstanding the Proposer's exercise of reasonable care; and that the Authority will not be significantly prejudiced by granting the withdrawal of the Proposal. After the Proposal submission opening, while pursuant to the provisions of this section, the Proposer may request to withdraw the Proposal and the Authority may, in its sole discretion allow the Proposer to withdraw it, the Authority also may take notice of repeated or unusual requests to withdraw by a Proposer(s) and take those prior requests to withdraw into consideration when evaluating the Proposer(s) future bids or Proposals.

If during a Proposal evaluation process an obvious pricing error made by a potential contract awardee is found, the Authority shall issue written notice to the Proposer(s). The Proposer(s) will have five (5) days after receipt of the notice to confirm its pricing. If the Proposer fails to respond, its Proposal shall be considered withdrawn, and no further consideration shall be given it.

If it is discovered that there is an arithmetic disparity between the unit price and the total extended price, the unit price shall prevail. If there is any other ambiguity in the pricing other than a disparity between the unit price and extended price and the Proposer's intention is not readily discernible from other parts of the Proposal, the IPM Procurement Department may seek clarification from the Proposer(s) to ascertain the true intent of the Proposal.

1.4.7 JOINT VENTURE

The Authority will **NOT** consider Proposals submitted by joint ventures, in the performance of the Work for this RFP.

Proposers shall note that any and all reference to "joint venture(s)", "joint venture partner(s)"/"joint venture partnership(s)" in any documents included as a part of the RFP specifications, exhibits or attachments shall be read as though the words are stricken and removed.

1.4.8 SUBCONTRACTORS/SUBCONSULTANTS

For purposes of this RFP, the Authority will consider Proposals submitted which may employ the use of Subcontractors and/or subconsultants to satisfy the requirements and deliverables required of the resulting contract.

See Proposer's Checklist – Subcontractor Utilization Form, complete & submit, if applicable.

The Contractor shall be fully responsible to the Authority for the acts and omissions of its Subcontractors and/or subconsultants, and of persons either directly or indirectly employed by them, as the Contractor is responsible for the acts and omissions of persons directly employed by the Contractor.

The Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the Contractor by the terms of the Contracts Documents in so far as applicable to the Work of Subcontractors and to give the Contractor the same power as regards terminating any subcontract that the Authority may exercise over the Contractor under any provision of the Contract Documents.

Proposers should note that the Contractor retains the sole and absolute responsibility for the management and supervision of all Subcontractors to a high quality of service. Such Subcontractors must possess a valid "Business Registration Certificate", as further detailed in "Section 4.2.4.5 Compliance – Business Registration Certificate" of this RFP. Additionally, the Contractor assumes sole and absolute responsibility for all payments and monies due to its Subcontractors.

Nothing contained in this RFP and subsequent Contract shall create any contractual relation between any Subcontractor and the Authority.

1.4.9 CONFLICT OF INTEREST

Proposer must indicate and detail any Conflict of Interest that exists with either their personnel or any Subcontracting personnel being utilized for these services. Such conflicts include a direct, familial, or personal monetary interest or any previous or existing personal/professional relationships with the Authority and any personnel assigned to work on the Authority's account, regarding these requisite services.

If such a Conflict of Interest exists with any vendor personnel or any Subcontracting personnel being utilized for these services, the Proposer must disclose such potential conflicts in the Proposal and Task Order Response. Should a conflict(s) be found to exist, whether real or perceived, the Authority, in its sole discretion, shall determine whether it is a conflict(s) and the individual(s) involved are to be immediately removed. It is the Proposer's responsibility to indicate any conflict of interest and/or potential conflict of interest determined as a result of this RFP. Furthermore, the successful Proposer is required to indicate any conflict of interest and/or potential conflict of interest in regards to any Task Order Requests ("TOR") prior to their response to said TOR.

1.4.10 PROPOSAL ACCEPTANCES AND REJECTIONS

In accordance with applicable law, the Authority's staff reserves the right to reject any and all Proposals, if deemed to be in the best interest of the Authority, to schedule interviews with no Proposers, all Proposers, or only the most highly qualified Proposers, as determined by the Authority; or to request clarifications of any portion of the Proposal received. Further, the Authority's staff reserves the right, at its sole discretion, to waive minor elements of non-compliance of any entity's Proposal, regarding the requirements outlined in this RFP. Prior to bid opening, the Authority retains the discretion to modify, expand or delete any portion of this RFP. The Authority further retains the discretion to terminate this RFP process at any time.

2.0 DEFINITIONS

2.1 GENERAL DEFINITIONS

The following definitions will be part of any contract awarded or order placed as a result of this RFP.

Addendum – Written clarification or revision to this RFP issued by the Authority.

All-Inclusive Hourly Rate – An hourly rate comprised of all direct and indirect costs including, but not limited to: overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.

Amendment – An alteration or modification of the terms of a contract between the Authority and the Contractor(s). An amendment is not effective until approved in writing by the Authority.

Authority – The New Jersey Economic Development Authority.

Best and Final Offer or BAFO – Pricing submitted by a Proposer upon invitation by the Authority after Proposal opening, with or without prior discussion or negotiation.

Bid or Proposal – Proposer's timely response to the RFP including, but not limited to, the technical Proposal, fully completed Fee Schedule, and any licenses, forms, certifications, or other documentation required by the RFP.

Bidder – An individual or business entity submitting a Proposal in response to this RFP.

Board of Directors – Responsible for the management of all New Jersey Economic Development Authority operations.

Business Day – Any weekday, excluding Saturdays, Sundays, Authority legal holidays, and State-mandated closings unless otherwise indicated.

Calendar Day – Any day, including Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated.

Contract – The Contract for Professional Services – Exhibit A, this RFP, any addendum to this RFP, and the Bidder's Proposal submitted in response to this RFP, as accepted by the Authority.

Contractor – The Bidder/Proposer awarded a contract resulting from this RFP.

Chief Executive Officer (CEO) – The Individual, or his/her designee, who has authority as the Chief Contracting Officer for the New Jersey Economic Development Authority.

Designated Contract Manager – Individual responsible for the overall management and administration of the contract and Contractor relationship.

Director – The Director of Internal Process Management Department, New Jersey Economic Development Authority.

Disabled Veterans' Business – means a business which has its principal place of business in the State, is independently owned and operated and at least 51% of which is owned and controlled by persons who are disabled veterans or a business which has its principal place of business in this State and has been officially verified by the United States Department of Veterans Affairs as a

service disabled veteran-owned business for the purposes of department contracts pursuant to federal law. N.J.S.A. 52:32-31.2.

Disabled Veterans' Business Set-Aside Contract – means a contract for goods, equipment, construction or services which is designated as a contract with respect to which bids are invited and accepted only from disabled veterans' businesses, or a portion of a contract when that portion has been so designated. N.J.S.A. 52:32-31.2.

Evaluation Committee – A committee established, or Authority staff member assigned by the requesting department, to review and evaluate Proposals submitted in response to this RFP and to recommend a contract award to the CEO and/or the Board of Directors.

Firm Fixed Price – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs. No additional fees or costs shall be paid by the Authority unless there is a change in the scope of work.

Internal Process Management Procurement (IPM Procurement) – The Department of the New Jersey Economic Development Authority responsible for the tasks and activities associated with procurement.

Joint Venture – A business undertaking by two or more entities to share risk and responsibility for a specific project.

May – Denotes that which is permissible, not mandatory.

Must – Denotes that which is a mandatory requirement. Failure to meet a mandatory material requirement will result in the rejection of a Proposal as non-responsive

No Charge – The Proposer will supply an item on a price line free of charge.

Proposer - An individual or business entity submitting a Proposal in response to this RFP.

Project – The undertaking or services that are the subject of this RFP.

Request for Proposal (RFP) – This series of documents, which establish the bidding and Contract requirements and solicits Proposals to meet the needs of the Authority, as identified herein, and includes the Request for Proposal, Sample Contract, fee/price schedule, attachments and addenda.

Retainage – The amount withheld from the Contractor's payment that is retained and subsequently released upon satisfactory completion of performance milestones by the Contractor.

Revision – A response to a BAFO request or a requested clarification of the Proposal.

Shall – Denotes that which is a mandatory requirement. Failure to meet a mandatory material requirement will result in the rejection of a Proposal as non-responsive.

Should – Denotes that which is recommended, not mandatory.

Small Business – Pursuant to N.J.A.C. 17:13-1.2, "small business" means a business that meets the requirements and definitions of "small business" and has applied for and been approved by the New Jersey Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit as (i) independently owned and operated, (ii) incorporated or registered in and has its principal place of business in the State of New Jersey; (iii) has 100 or fewer full-time employees; and has gross revenues falling in one (1) of the three (3) following categories: For

goods and services – (A) 0 to \$500,000 (Category I); (B) \$500,001 to \$5,000,000 (Category II); and (C) \$5,000,001 to \$12,000,000, or the applicable federal revenue standards established at 13 CFR 1221.201, whichever is higher (Category III); For construction services: (A) 0 to \$3,000,000 (Category IV); (B) gross revenues that do not exceed 50 percent of the applicable annual revenue standards established at 13 CFR 121.201 (Category V); and (C) gross revenues that do not exceed the applicable annual revenue standards established at CFR 121.201 (Category VI).

Small Business Set-Aside Contract – means (1) a contract for goods, equipment, construction or services which is designated as a contract with respect to which bids are invited and accepted only from small businesses, or (2) a portion of a contract when that portion has been so designated. N.J.S.A. 52:32-19.

State – The State of New Jersey.

Subtasks – Detailed activities that comprise the actual performance of a task.

Subcontractor/Subconsultant – An entity having an arrangement with an Authority Contractor, where by the Authority Contractor uses the products and/or services of that entity to fulfill some of its obligations under its Authority contract, while retaining full responsibility for the performance of all of its (the Contractor's) obligations under the contract, including payment to the Subcontractor/Subconsultant. The Subcontractor/Subconsultant has no legal relationship with the Authority, only with the Contractor.

Task – A discrete unit of work to be performed.

TOR (Task Order Request) – A Task Order is issued for the performance of tasks/services. In TOR-based solicitations, a TOR is a description of the individual task/service for which proposals and quotes will be solicited.

Transaction - The payment or remuneration to the Contractor for services rendered or products provided to the Authority pursuant to the terms of the contract, including but not limited to the following: purchase orders, invoices, hourly rates, firm fixed price, commission payments, progress payments and contingency payments.

Unit Cost or Unit Price – All inclusive, firm fixed price charged by the Proposer for a single unit identified on a price line.

Vendor - An individual or business entity submitting a Proposal in response to this RFP.

Will – Denotes that which is permissible or recommended, not mandatory.

2.1.1 CONTRACT-SPECIFIC DEFINITIONS

ARP - American Rescue Plan Act of 2021, H.R. 1319.

CARES Act - Coronavirus Aid, Relief, and Economic Security Act (2020), H.R. 748.

Category 3 – Integrity Monitoring / Anti-Fraud.

COVID-19 – Coronavirus disease.

COVID-19 Accountability Officer - a senior-level official within a state agency, department, or authority who serves as the primary liaison to the Governor's Disaster and Recovery Office (GDRO)

and the Office of the State Comptroller (OSC), and oversees the responsible disbursement or administration of COVID-19 Recovery Funds.

COVID-19 Recovery Funds - any funds disbursed by the federal or State government to help New Jersey respond to or recover from the COVID-19 pandemic.

CRF - Coronavirus Relief Fund.

CSFRF - Coronavirus State Fiscal Recovery Funds.

Disaster Control Act - New Jersey Civilian Defense and Disaster Control Act, N.J.S.A. A:9033 et seq.

HHPA – Emergency Health Powers Act, N.J.S.A. 26:13-1 et seq.

Engagement - TOR (Task Order Request) – A Task Order is issued for the performance of tasks/services. In TOR-based solicitations, a TOR is a description of the individual task/service for which proposals and quotes will be solicited.

EO – Executive Order.

EO166 – Executive Order No. 166 was signed by Governor Murphy on July 17, 2020 to ensure oversight and accountability in the State’s administration of crucial COVID-19 resources.

GDRO - Governor’s Disaster Recovery Office.

Integrity Monitor - an independent contractor who oversees, monitors, or assists with the disbursement of COVID-19 Recovery Funds and/or the administration of a COVID-19 recovery program.

IOMs – Integrity Oversight Monitors.

OSC – Office of the State Comptroller.

Recovery Program Participants (RPP) – RPPs are State departments, agencies, and independent authorities that receive or administer COVID-19 recovery funds.

SSBCI - State Small Business Credit Initiative

Stafford Act - Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121-5207.

Taskforce - State’s COVID-19 Compliance and Oversight Task Force.

USEDA - United States Economic Development Administration.

3.0 SCOPE OF WORK – REQUIREMENTS OF THE VENDOR {CONTRACTOR}

3.1 EO NO. 271 (MURPHY 2021) PROVISIONS

The Contract incorporates required provisions to be in compliance with EO No. 271, including but not limited to the following:

3.1.1 COVERED CONTRACTOR'S REQUIREMENTS:

- A. The Covered Contractor shall maintain a policy requiring all Covered Workers to either provide adequate proof to the Covered Contractor that they have been fully vaccinated for COVID-19 or submit to COVID-19 testing at minimum one to two times weekly.
 1. The foregoing requirement also must be included into lower-tier subcontractor(s)' requirements.
- B. The Covered Contractor's invoicing must re-certify the Contractor's compliance with the requirements of EO No. 271. Please reference Section 5.17 in the RFP for additional invoicing requirements.

3.1.2 COVERED CONTRACTOR'S REPORTING:

Covered Contractors must have a policy for tracking test results from testing required by EO No. 271 and must report results to local public health departments.

3.2 SCOPE OF WORK

As a Recovery Program Participant, the Authority's retention of an Integrity Oversight Monitor for Category 3 through the issuance of this RFP will support monitoring and oversight, and ensure that the Authority maintains compliance with applicable programmatic, financial, and administrative requirements set forth in Federal-State grant agreements, sub-grant award agreements, and applicable Federal and State laws, regulations, and guidelines (see relevant authorities below) – specifically, in its administration of:

- Coronavirus State Fiscal Recovery Funds (CSFRF);
- State Small Business Credit Initiative (SSBCI) funding;
- Additional programmatic funds received from the United States Economic Development Administration (USEDA); or
- Other Federal Agency for this purpose and subject to an Integrity Oversight Monitoring requirement.

The specific TOR process for engagement of the Integrity Oversight Monitor for the individual programs and tasks is outlined in Section 3.6 below.

3.3 REQUESTED SERVICES

3.3.1 TASKS

For the Engagement / Task Order, the Tasks of the Contractor shall include, at minimum:

- Initial program risk assessments (see template in references);
- Ongoing program risk assessments;

- Evaluation of program performance;
- Evaluation of internal controls associated with the Authority’s financial management, cash management, acquisition management, property management, and records management capabilities;
- Validation of compliance with sub-grant award agreements, general terms and special conditions;
- Review of written documents, such as quarterly financial and performance reports, recent audit results, documented communications with the State, prior monitoring reports, pertinent performance data, and other documents or reports, as appropriate;
- Interviews of Authority staff, as well as the constituents they serve, to determine whether program objectives are being met in an efficient, effective, and economical manner;
- Sample eligibility determinations and denials of applications for funding;
- Review of specific files to become familiar with the progression of the disbursement of funds in a particular program, i.e., are actual expenditures consistent with planned expenditure and is the full scope of services listed in the project work plan being accomplished at the same rate of actual and planned expenditures;
- Ensuring that the Authority is retaining appropriate documentation, based on Federal and State regulations and guidance, to support fund disbursement;
- Following up with questions regarding specific funding decisions, and review decisions related to emergency situations;
- Facilitating the exchange of ideas and promotion of operational efficiency;
- Identifying present and future needs; and
- Promotion of cooperation and communication among Integrity Monitors engaged by other Recovery Program Participants (e.g., to guard against duplication of benefits).
- Supporting services including analysis of internal processes in support of Federal compliance and efficient and effective delivery of programs.

Category 3: Integrity Monitoring / Ant-Fraud
Forensic accounting and other specialty accounting services.
Continuing risk assessments and loss prevention strategies.
Performance and program monitoring and promotion of best practices.
Prevention, detection and investigation of fraud and misconduct.
Implement and manage appropriate compliance systems and controls, as required by federal and state guidelines, regulations and law.
Provide data management systems/programs for the purpose of collecting, conducting and reporting compliance and anti-fraud analytics.
Ability to provide integrity monitoring services for professional specialties such as engineering and structural integrity services, etc. either directly or through a subcontractor relationship

In addition, the Contractor shall conduct on-site monitoring visits if it finds:

- Non-compliance with reporting requirements;

- Problems identified in quarterly progress or financial reports;
- A history of unsatisfactory performance;
- Unresponsiveness to requests for information;
- High-risk designation;
- A failure by the Authority to follow-up on prior monitoring findings; and
- Allegations of misuse of funds or receipt of complaints.

The Contractor shall have the ability to provide integrity monitoring services for professional specialties that support the mission of NJEDA such as commercial lending, economic development incentive structuring and engineering as necessary.

3.3.2 REPORTING

The Contractor will be responsible for various reporting requirements, as follows:

A. Quarterly Reports

Pursuant to EO 166, Integrity Monitors shall submit draft quarterly reports to the Authority on the last day of the quarter detailing the specific services rendered during that quarter and any findings of waste, fraud, or abuse in accordance with the report templates found on OSC's website. The draft quarterly report is submitted to the Authority with a copy to TreasuryIM@treas.nj.gov.

Prior to the posting of a quarterly report that contains findings of waste, fraud, or abuse, the Authority shall be permitted to respond to the findings and have that response included in the publicly posted report. This will allow the Authority to highlight any course corrections as a result of the finding or to contest any finding that it contends is inappropriate.

An Authority response is due within fifteen (15) business days after receipt of a quarterly report. Fifteen business days after the quarter-end, the Contractor will deliver its final quarterly reports, inclusive of any comments from the Authority to TreasuryIM@treas.nj.gov for distribution to the State Treasurer, the GDRO, the Senate President, the Speaker of the General Assembly, the Attorney General and the OSC.

The Integrity Monitor quarterly reports will be posted on the GDRO transparency website pursuant to the Executive Order.

The topics covered by the quarterly report should include the information included in the templates downloadable from OSC's website.

B. Additional Reports

Integrity Monitors must promptly prepare responses for OSC inquiries. OSC, GDRO and the State Treasurer may request that Integrity Monitors prepare additional reports or prepare additional memoranda that will assist OSC in evaluating whether there is waste, fraud, or abuse in recovery programs administered by Recovery Plan Participants.

OSC may also request that Integrity Monitors or Recovery Program Participants share corrective action plans prepared by Recovery Plan Participants to address reported deficiencies and to evaluate whether those corrective plans have been successfully implemented.

C. Reports of Waste, Fraud, Abuse, or Potential Criminal Conduct

Integrity Monitors must immediately report substantial issues of waste, fraud, abuse, and misuse of COVID-19 Recovery Funds to the GDRO, OSC, State Treasurer, and the Agency Contract Manager and Accountability Officer of a Recovery Program Participant. Potential criminal conduct is to be reported immediately to the Office of the Attorney General.

3.4 DOCUMENTATION

The Contractor shall provide and submit to the NJEDA all reports and documents as may be necessary to document any services provided including, but not limited to, auditing, compliance, integrity monitoring, oversight and fraud detection and prevention, in accordance with applicable Federal CARES Act, ARP Act, and State requirements.

The Contractor shall retain all records, documents, and communications of any kind (including electronic in disk or print form) that relate in any manner to the award and performance of this contract as required by State and Federal regulations.

The Contractor shall maintain all records related to products, transactions or services under this contract for a minimum period of five (5) years from the date of final payment. Such records shall be made available to the OSC, for audit and review, upon request pursuant to N.J.A.C. 17:44-2.2 and disclose to other parties for audit and review. Record retention beyond the five (5) year mark may be necessary and will be directed by the State.

The Contractor shall be responsible for providing protective storage of daily or disaster-related documents and reports used during the provision of services under this RFP, including but not limited to, audit, compliance, integrity monitoring, oversight and fraud detection and prevention and shall make any documents held available to the State upon request.

3.5 LITIGATION SERVICES

In furtherance of the Contract and its indemnification provision, the Contractor shall, at its own cost, fully cooperate with the State and provide all documentation and/or working papers necessary to represent and defend the State and any of its political sub-divisions at its own cost, in any matter before any federal, state or local regulatory agency if any agency files a proceeding against the NJEDA resulting from the implementation of the contractor(s) recommendations.

Litigation Services related to the indemnification provisions of this procurement shall include a full range of litigation support services applicable to the nature of the Contract, including without limitation, expert witness testimony, strategy development, document discovery, deposition assistance, arbitration consulting, computation of damages, and preparation of trial exhibits.

3.6 ENGAGEMENT / TASK ORDER REQUESTS

For all COVID-19 Recovery programs valued at \$20 million or more, the Engagement / Task Order Requests (TOR) will be provided to the Primary and Secondary contractors who will provide responses and pricing. Their submissions will be evaluated and awarded accordingly. For all other programs, the task order request will be first provided to the Primary Contractor. In the event that there is a conflict with the Primary Contractor, the task order will be provided to the Secondary Contractor. The TOR process and procedure follows.

As referenced for all COVID-19 Recovery programs less than \$20 million, during the term of the contract, the Authority will issue Engagement / TOR, Exhibit B1 to the Primary Contractor, specific as to the Integrity Oversight Monitor services as set forth in Section 3.3.

The contractor(s) receiving the Engagement/TOR for any program, as described above, will be required to respond to each TOR describing its strategy in completing the services as follows:

A. The Engagement/TOR, Exhibit B1, will specify any required deadlines.

B. The Engagement/TOR will address the work and services to be provided.

(1) An Engagement / TOR will contain a detailed scope of work that includes specific performance milestones, timelines, and standards and deliverables and liquidated damages for failure to meet any required milestones, timelines or standards or deliverables.

(2) Prior to the engagement of any services, the Engagement / TOR shall be sent to OSC for approval pursuant to EO 166. After receiving approval from OSC, EDA will send the Engagement / TOR and request competitive price quotes from the Primary Contractor for services.

C. The Contractor that is awarded the Engagement / TOR will be expected to provide requested services for the following Federally-funded Authority Programs:

- *Current Programs*

- NJEDA Small Business Emergency Assistance Loan Program – Phase II (USEDA)
- Private Carrier (CSFRF)

- *Future/Planned Programs*

- NJEDA Child Care Revitalization Fund (CSFRF)
- NJEDA Sustain and Serve NJ Program – Phase 3 (CSFRF)
- SSBCI programs

The Authority expects that additional (“Future/Planned”) programs, also requiring the requested services, will be added to this list during the Contract Term.

Note that, in certain instances, programs requiring the requested services may be funded through a combination of sources in addition to those Federal sources listed above (ex. state appropriation, NJEDA operating budget, other Federal source). In these instances, the Contractor will be responsible for evaluating the program in its entirety, and review will not be limited only to a program’s Federal funding or otherwise strictly Federal components.

D. Subsequent to the receipt of the Engagement / Task Order Request (Exhibit B1) and prior to the submission of the TOR Vendor Response form (Exhibit B3), the Contractor must review the TOR to determine that no conflict of interest exists for the services, then return a signed TOR – Conflict of Interest Certification Statement, Exhibit B2, to the Authority’s Designated Contract Manager within one (1) to three (3) business days of receipt.

Prior to finalizing any Engagement / TOR under this contract, EDA, in consultation with its Accountability Officer will determine whether the intended Contractor has any potential conflicts with the engagement.

If a conflict does exist, the Engagement / TOR will be submitted to the successful Secondary Contractor. The same process as set forth above and in this Section 3.6 will be complied with as to the Secondary Contractor.

E. If no conflict exists, the Contractor must return a completed TOR Vendor Response Form, Exhibit B3, to the Authority’s Designated Contract Manager within five (5) business days. The TOR Vendor Response Form, Exhibit B3, shall include a cost estimate in accordance with the Contractor’s Fee Schedule submitted in response to this RFP . The Authority will then either accept the firm’s TOR

proposal, or respond to further negotiate the cost, scope of services, and time needed to complete the task/project.

F. It is further understood that the Authority is under no obligation to solicit responses to the TORs and/or retain the Contractor for any TOR-based Services. There is no guaranteed minimum number of requests the Authority may issue throughout the term of the contract and any extensions thereto.

G. No work set forth in the TOR may begin until the Authority issues a written notice to proceed to the Contractor.

3.7 REFERENCES

Potential proposers are directed to the follow statutes, regulations, executive orders, and guidance for the preparation of their proposals and their work under the awarded contract:

- *American Rescue Plan Act of 2021 (“ARP”)*, Pub L. No. 117-2 (March 11, 2021)
- *Robert T. Stafford Disaster Relief and Emergency Assistance Act (“Stafford Act”)*, Public Law 93-288, as amended, 42 U.S.C. § 5121-5207 et. seq.
- 2 CFR part 200, Subpart D, *Post Federal Award Requirements*
- Executive Order 166 (Murphy, 2020)
- *Integrity Oversight Monitor Guidelines*, State of New Jersey COVID-19 Compliance and Oversight Taskforce, June 2021
- *Risk Assessment Template*, Resources for Integrity Monitors, NJ Office of the State Comptroller
- COVID 19 Compliance Plan, February 2022.
<https://nj.gov/comptroller/library/Compliance%20Plan%20Version%202%20FINAL.pdf>

4.0 PROPOSAL PREPARATION AND SUBMISSION – REQUIREMENTS OF THE PROPOSER

Failure to submit information as indicated below may result in your Proposal being deemed non-responsive.

4.1 GENERAL

Proposals that conflict with those terms and conditions contained in this RFP or the Authority's Contract for Professional Services, Exhibit A, as may be amended by addenda, or that diminish the Authority's rights under any contract resulting from the RFP will result in the entire Proposal being rejected. The Authority is not responsible for identifying conflicting terms and conditions before issuing a contract award. In the event that prior to the notice of intent to award, the Authority notifies the Proposer of any such term or condition and the conflict it poses, the Authority may require the Proposer to either withdraw the conflicting term or withdraw its Proposal.

After award of contract:

- A. if a conflict arises between a supplemental term or condition included in the Proposal and a term or condition of the RFP, the term or condition of the Authority's Contract for Professional Services, Exhibit A and/or the Authority's RFP will prevail; and
- B. if the result of the application of a supplemental term or condition included in the Proposal would diminish the Authority's rights, the resulting contract shall be invalidated.

The Proposer is advised to thoroughly read and follow all instructions contained in this RFP, including the instructions on the RFP's Signatory Page, in preparing and submitting its Proposal.

Use of URLs in a Proposal should be kept to a minimum and may not be used to satisfy any material term of an RFP.

4.1.1 NON-COLLUSION

By submitting a Proposal and signing the Signatory Page, the Proposer certifies as follows:

- A. The price(s) and amount of its Proposal have been arrived at independently and without consultation, communication or agreement with any other Contractor, Proposer or potential Proposer;
- B. Neither the price(s) nor the amount of its Proposal, and neither the approximate price(s) nor approximate amount of this Proposal, have been disclosed to any other entity or person who

is a Proposer or potential Proposer, and they will not be disclosed before the Proposal submission;

- C. No attempt has been made or will be made to induce any entity or person to refrain from bidding on this contract, or to submit a Proposal higher than this Proposal, or to submit any intentionally high or noncompetitive Proposal or other form of complementary Proposal;
- D. The Proposal of the entity is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any entity or person to submit a complementary or other noncompetitive Proposal; and
- E. The Proposer, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last five (5) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

The forms discussed herein for Business Support Administrative Services Bidding Opportunities and required for submission of a Proposal in response to this RFP are available on the Authority's website at <https://www.njeda.com/bidding/> see RFP Proposer Checklist – 2022-RFP-144 – Integrity Oversight Monitor, unless noted otherwise.

4.2 PROPOSAL CONTENT AND SUBMISSION ORDER

Submit a Proposal in three (3) volumes (i.e., upload separate electronic volumes; or, if submitting in hard-copy, submit in separate folders or binders). Volume 1 must contain, at a minimum, the **mandatory** portions of the Proposer's Proposal. Volume 2 must contain only the **mandatory** Fee Schedule. Volume 3 must contain the **mandatory** compliance documentation. If the Proposal is extra large in size, submitting multiple additional volumes (i.e. Volume 1A, 1B, et seq.) for the Technical Proposal is permissible.

If a Proposer's Proposal does not conform to the requirements and fails to provide all mandatory submissions by the date and time of bid opening, the Proposer's Proposal will be rejected as being non-responsive for non-compliance of mandatory requirements.

Volume 1 - Technical Proposal Volume

Technical Proposal. Please reference Section 4.2.1 in this RFP. Do not include pricing in this Volume.

Volume 2 - Pricing Volume

Fee Schedule. Please reference Section 4.2.2 in this RFP.

Volume 3 - Compliance Volume

Please reference all Subsections in Section 4.2.3 in this RFP and also reference the Proposer's Checklist attachment accompanying this RFP for items that are **mandatory compliance submissions** and those that are required **prior to** Contract Award.

4.2.1 VOLUME 1: TECHNICAL PROPOSAL: ORGANIZATIONAL QUALIFICATIONS, EXPERIENCE AND MISCELLANEOUS INFORMATION (MANDATORY SUBMISSION WITH BID PROPOSAL)

In this section, the Proposer must set forth its understanding of the requirements of this RFP and its ability to successfully complete the contract. The Proposer shall describe its approach and plans for accomplishing the work outlined in the Scope of Work, Section 3.0. The Proposer must include

information relating to its organization, personnel, and experience evidencing the Proposer's qualifications and capabilities to perform the services required by this RFP.

The Technical Proposal must, at a minimum, contain the information below and be submitted in the following order:

- I. Cover Letter (Optional)
- II. Management Overview and Technical Approach to Achieve the Scope of Work;
- III. Organization Chart, if applicable and not a sole proprietor;
- IV. Key Team Member List, if applicable and not a sole proprietor;
- V. Resumes of Key Team Members;
- VI. References of Key Team Members;
- VII. Description and Documentation of Proposer's Prior Experience and Qualifications; and
- VIII. Financial Capability of the Proposer. (Optional at time of Proposal Submission)

The Proposer should include the level of detail it determines necessary to assist the evaluation committee in its review of Bidder's Proposal.

I. Cover Letter (Optional)

All Proposers should submit a cover letter, which includes the full company name and address of the entity performing the services described in this RFP, and the name, e-mail address and telephone number for the individual who will be the primary contact person for the responding Proposer for this engagement. Also indicate the state of incorporation, whether the Proposer is operating as an individual proprietorship, partnership, or corporation, including the identification of any and all Subcontractors/Sub-consultants.

II. Management Overview and Technical Approach to Achieve the Scope of Work

- A. The Proposer shall set forth its overall technical approach and plans to meet the requirements of the RFP in a narrative format, in order to convince the Authority that the Proposer understands the objectives that the engagement is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the engagement. This narrative should convince the Authority that the Proposer's general approach and plans to undertake and complete the engagement are appropriate to the tasks and subtasks involved;
- B. The Proposer shall provide a discussion/rationale for why the Proposer's approach(s) will best meet the needs of the authority; and
- C. The Proposer shall also set forth a detailed work plan indicating how they would handle, generally, engagements for Category 3 tasks. The Proposer shall prepare such a work plan that will outline how it will handle Category 3 engagements. This includes preparing an outline of a proposed meeting schedule with Authority staff and timeline for key milestones and ability to complete the scope of work within the maximum timeline. The Work Plan shall include a sampling methodology to achieve a monitoring objective related to both compliance and internal controls. Any sampling used shall follow a nationally recognized audit standard such as the AICPA or GAO Government Auditing Standards, 2018 Revision. Sampling methodologies may include: (1) simple random; (2) statistical; (3) judgmental; (4) or other methodology appropriate to the Program characteristics. The IM shall document the rationale for the sampling methodology selected.

III. Organization Chart, if applicable (not required for a sole proprietor)

Provide an organization chart that must include all key team members, their labor category, and titles for this engagement. For the purposes of this engagement, a “key team member” is identified as having a responsible role in the successful completion of the services requested pursuant to this RFP and who generally spends or is expected to spend twenty (20) percent or more of his/her time on this engagement.

If the Proposer has access to additional professional resources, such as Subject Matter Experts (SMEs), who are technically and/or professionally qualified, the Proposer should list these additional resources in its Proposal, and include the individual(s) on the Organization Chart.

Note: If the Proposal submission includes a “key team member that is a Subcontractor(s) and/or Subconsultant(s)”, the “Organization Chart” must clearly indicate that they are a Subcontractor(s) and/or Subconsultant(s), and submit a completed Subcontractor/ Subconsultant Utilization form (See Proposer’s Checklist).

IV. Key Team Member List, if applicable (not required for a sole proprietor)

List each key team member who will be utilized for this contract by name and title.

Note: If the Proposal submission includes a “key team member that is a Subcontractor(s) and/or Subconsultant(s)”, the “Organization Chart” must clearly indicate that they are a Subcontractor(s) and/or Subconsultant(s), and submit a completed Subcontractor/ Subconsultant Utilization form (See Proposer’s Checklist).

V. Resumes/Bios of Key Team Members

A resume/bio for each key team member must be included.

VI. References

Each key team member’s resume must include at least three (3) client references applicable to the scope of services, including contact names, telephone numbers and e-mail addresses.

VII. Description and Documentation of Proposer’s Prior Experience and Qualifications

- A. The Proposer shall clearly state its skills and experience in a manner that demonstrates its capability to complete the Scope of Services, Section 3.0;
- B. Provide a narrative description (or resume, if you are a sole proprietor), detailing {your organization’s} {your} experience as an IOM, or experience related therein. Information in the narrative description or resume should be supported by evidence or information that can be independently verified by the Authority;
- C. Provide information from projects your organization (or you, if you are a sole proprietor) has previously worked on, and in what role/capacity. For each project that you list, indicate the scope, the location of the project(s), and the beginning and end dates of the project(s). If applicable, highlight projects in which members of your proposed project team have worked together;
- D. If applicable, submit any information/examples of services provided that are similar in size or scope, or show demonstrated experience working as an Integrity Oversight Monitor in New Jersey or other states;
- E. Provide a listing of three (3) client references, which includes contact names, titles and telephone numbers for which your firm (or you, if you are a sole proprietor) has provided services. The beginning and ending dates of the provided services must be included.

If the Proposer is submitting a Proposal that includes a Subcontractor(s), detail the Subcontractor's specific role for this project, how they will interface with the Proposer's staff and complete a Subcontractor/Subconsultant Utilization Form. See Proposer's Checklist.

VIII. Financial Capability of the Proposer (Optional at time of Proposal submission)

- A. In order to provide the Authority with the ability to judge the Proposer's financial capacity and capabilities to undertake and successfully complete the contract, the Proposer should submit certified financial statements which include a balance sheet, income statement, and statement of cash flow, and all applicable notes for the most recent calendar year or the Proposer's most recent fiscal year. If financial statements are not available, the Proposer is to provide either a reviewed or compiled statement from an independent accountant setting forth the same information required for the certified financial statements, together with a certification from the Chief Executive Officer and the Chief Financial Officer, that the financial statements and other information included in the statements fairly present in all material respects the financial condition, results of operations and cash flows of the Proposer as of, and for, the periods presented in the statements. In addition, the Proposer should submit a bank reference;
- B. If the information is not supplied with the Proposal, the Authority may still require the Proposer to submit it. If the Proposer fails to comply with the request within three (3) business days, the Authority may deem the Proposal non-responsive;
- C. A Proposer may designate specific financial information as not subject to disclosure if the Proposer provides a good faith legal/factual basis for such assertion. The Proposer may submit the specific financial documents in a separate file clearly marked "Confidential-Financial Information"; and
- D. The Authority reserves the right to make the determination to accept the assertion as provided in subsection (C).

4.2.1.1 POTENTIAL PROBLEMS

The Proposer must set forth a summary of any and all problems that the Proposer anticipates during the term of the contract. For each problem identified, the Proposer should provide its proposed approach.

4.2.2 VOLUME 2: FEE SCHEDULE (MANDATORY SUBMISSION WITH BID PROPOSAL)

The Proposer must submit its pricing using the format set forth on the Fee Schedule accompanying this RFP. Proposers are NOT permitted to alter or change the provided Fee Schedule format/category designations. Any additional or supplemented versions of the Authority-supplied Fee Schedule will not be accepted and will result in the Proposer's Proposal deemed non-responsive.

If the Proposer will supply an item on a price line free of charge, the Proposer must indicate "No Charge" on the Authority-supplied Fee Schedule accompanying this RFP Solicitation. The use of any other identifier may result in the Proposer's Proposal being deemed non-responsive.

4.2.2.1 DELIVERY TIME AND COSTS

- A. Unless otherwise noted elsewhere in the RFP, all prices for items in Proposals shall be submitted Freight on Board (F.O.B.) Destination. Proposals submitted other than F.O.B.

Destination may not be considered. Regardless of the method of quoting shipments, the Contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the Authority; and

- B. F.O.B. Destination does not cover “spotting” but does include delivery inside the Authority 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.

4.2.2.2 COLLECT ON DELIVERY (C.O.D.) TERMS

C.O.D. terms are not acceptable as part of a Proposal and will be cause for rejection of a Proposal.

4.2.2.3 PRICE ADJUSTMENT

Pricing shall remain firm throughout the term of the contract and any extensions, thereto, as defined in Section 5.2.

4.2.3 VOLUME 3: REQUIRED COMPLIANCE DOCUMENTATION

Unless otherwise specified, forms must contain an original, physical signature, or an electronic signature pursuant to Section 1.3.6.2 of this RFP Solicitation.

SEE BELOW and PROPOSER’s CHECKLIST for Compliance Documentation required to be submitted WITH the Bid Proposal **(MANDATORY FORM WITH BID PROPOSAL)**. ALL other Compliance Documentation, not deemed “Mandatory Form With Bid Proposal”, are required prior to contract award; however, it is preferred and encouraged that Proposers submit ALL Compliance Documentation with the Bid Proposal, if possible. A Proposer who fails to submit requested information within seven (7) business days of a written request by the Authority will be deemed non-responsive and will preclude the award of a contract to said Proposer.

4.2.3.1 SIGNATORY PAGE (MANDATORY FORM WITH BID PROPOSAL-SIGNED)

The Proposer shall complete and submit the Signatory Page accompanying this RFP. The Signatory Page **must include the signature** of an authorized representative of the Proposer. If the Proposer is a limited partnership, a Signatory Page must be signed by each general partner. Failure to comply will result in rejection of the Proposal as non-responsive and preclude the award of a contract to said Proposer.

Note: A Proposer’s written signature on the Signatory Page will NOT serve as a certifying signature on any other Mandatory Compliance forms required. Each mandatory compliance document must be individually signed.

4.2.3.2 OWNERSHIP DISCLOSURE FORM (MANDATORY FORM WITH BID PROPOSAL)

Pursuant to N.J.S.A. 52:25-24.2, in the event the Proposer is a corporation, partnership or sole proprietorship, the Proposer must complete an Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the submitted Proposal. A Proposer’s failure to submit the completed form with its Proposal will result in the rejection of the Proposal as non-responsive and preclude the award of a contract to said Proposer. If any ownership change has occurred within the last six (6) months, a new Ownership Disclosure Form must be completed and submitted with the Proposal.

NOTE: If the Proposer is a partnership or a limited liability corporation, an Ownership Disclosure form must be completed by each general partner. Failure to comply may result in rejection of the Proposal.

4.2.3.3 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

Pursuant to N.J.S.A. 52:32-58, the Proposer must utilize this Disclosure of Investment Activities in Iran form to certify that neither the Proposer, nor one 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 Proposer, nor one 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 Proposer is unable to so certify, the Proposer shall provide a detailed and precise description of such activities as directed on the form. A Proposer's failure to submit the completed and signed form before contract award will be deemed non-responsive and preclude the award of a contract to said Proposer.

NOTE: If the Proposer is a partnership or a limited liability corporation partnership, each Disclosure of Investment Activities in Iran form must be signed by a general partner. Failure to comply may preclude the award of a contract.

4.2.3.4 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM

The Proposer must submit the Disclosure of Investigations and Other Actions Involving Bidder Form, prior to the award of a contract, to provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years, including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The Proposer's inclusion of the Disclosure of Investigations and Other Actions Involving Bidder form with the Proposal is requested and advised. If a Bidder does not submit the form with the Proposal, the Bidder must comply within seven (7) business days of a request by the Authority or the Authority may deem the Proposal non-responsive.

4.2.3.5 BUSINESS REGISTRATION CERTIFICATION (BRC)

In accordance with N.J.S.A. 52:32-44(b), a Proposer and its named Subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of Treasury, Division of Revenue and Enterprise Services, prior to the award of a contract. To facilitate the Proposal evaluation and contract award process, it is requested and advised the Proposer should submit a copy of its valid BRC and those of any named Subcontractors with its Proposal.

A Proposer otherwise identified by the Authority as a responsive and responsible Bidder, inclusive of any named Subcontractors, but that was not business registered at the time of submission of its Proposal must be so registered and in possession of a valid BRC by a deadline to be specified in writing by the Authority. A Bidder who fails to comply with this requirement by the deadline specified by the Authority will be deemed ineligible for contract award. Under any circumstance, the Authority will rely upon information available from computerized systems maintained by the State as a basis to verify independently compliance with the requirement for business registration. <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

A Proposer receiving a contract award as a result of this procurement and any Subcontractors named by that Proposer will be required to maintain a valid business registration with the Division of Revenue and Enterprise Services for the duration of the executed contract, inclusive of any contract extensions.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c.134 (N.J.S.A. 52:32-44 et al.) or subsection e. or f. of section 92 of P.L. 1977, c. 110 (N.J.S.A. 5:12-92), or that provides false information of business registration under the requirements of either those sections, shall be liable for a penalty of \$25 for each day off violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency or under a casino service industry enterprise contract.

4.2.3.6 SOURCE DISCLOSURE CERTIFICATION

Pursuant to N.J.S.A. 52:34-13.2, all of the Authority's contracts shall be performed within the United States. Pursuant to the statutory requirements, prior to an award of a contract primarily for services, the intended Contractor of an Authority contract must disclose the location by country where services, including subcontracted services, will be performed. The Proposer must complete and submit the Source Disclosure Form accompanying this RFP. The Proposer's inclusion of the completed Source Disclosure form with the Proposal is requested and advised. If a Proposer does not submit the form with the Proposal, the Proposer must comply within seven (7) business days of a request by the Authority or the Authority may deem the Proposal non-responsive.

If any of the services cannot be performed within the United States, the Proposer shall state with specificity the reasons why the services cannot be so performed. The Authority shall determine whether sufficient justification has been provided by the Proposer to form the basis of his or her certification that the services cannot be performed in the United States.

The Source Disclosure Form is located on the Authority's website at <https://www.njeda.com/bidding/>.

4.2.3.6.1 BREACH OF CONTRACT

A SHIFT TO PROVISION 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, who had on contract award declared that services would be performed in the United States, 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. Such contract shall be subject to termination for cause, unless such shift in performance was previously approved by the Authority.

4.2.3.7 AFFIRMATIVE ACTION EMPLOYEE INFORMATION/EMPLOYEE INFORMATION REPORT

Prior to the award of a contract, the intended awardee must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. Intended awardee(s) not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval must complete the Affirmative Action Employee Information Report (AA-302), by following its corresponding instructions for submission and payment by check, which are located at the Public Contracts website for Equal Employment Opportunity (EEO)/Affirmative Action (AA):

https://www.nj.gov/treasury/contract_compliance/index.shtml;

or alternatively, Vendors have an option for online submission and payment, following the electronic filing instructions at:

https://www.nj.gov/treasury/contract_compliance/index.shtml.

4.2.3.8 SMALL BUSINESS SET ASIDE

Not Applicable.

4.2.3.9 DISABLED VETERANS' BUSINESS SET-ASIDE

Not Applicable.

4.2.3.10 REQUIREMENTS OF PUBLIC LAW 2005, CHAPTER 51, N.J.S.A. 19:44A-20.13 - N.J.S.A. 19:44A-20.25 (FORMERLY EXECUTIVE ORDER NO. 134) AND EXECUTIVE ORDER NO. 117 (2008).

a) The Authority shall not enter into a contract to procure from any Business Entity services or any material, supplies or equipment, or to acquire, sell or lease any land or building, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, to any State, county, municipal political party committee, or to any legislative leadership committee during certain specified time periods.

b) Prior to awarding any contract or agreement to any Business Entity, the Business Entity proposed as the intended awardee of the contract shall submit the Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the Business Entity and reporting all qualifying contributions the Business Entity or any person or entity whose contributions are attributable to the Business Entity.

The required form and instructions shall be provided to the intended awardee for completion and submission. Upon receipt of a Notice of Intent to Award a Contract, the intended awardee shall submit to the Authority, in care of the Internal Process Management Procurement department, the Certification and Disclosure(s) within five (5) business days of the Authority's request. Failure to submit the required forms will preclude award of a contract under this RFP, as well as future contract opportunities. The form is also available at: <https://www.njeda.com/Bidding/>.

c) Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the contract, and any extension(s) thereof, at the time any such contribution is made.

4.2.3.11 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 <https://www.elec.state.nj.us/>.

4.2.3.12 PUBLIC LAW 2018, CHAPTER 9 – DIANE B. ALLEN EQUAL PAY ACT

Effective July 1, 2018, Bidders and Contractors are advised that pursuant to the Diane B. Allen Equal Pay Act, (P.L. 2018, ch. 9), any employer entering into a contract with the State of New Jersey or an instrumentality of the State (such as the Authority) providing "qualifying services" or "public works" within the meaning of that Act is required to file the report required therein, with the New Jersey Department of Labor and Workforce Development upon commencement of the contract. Information about the Act and the reporting requirement is available at: <https://nj.gov/labor/equalpay/equalpay.html>. Construction projects that are subject to the Prevailing

Wage Act are affected by this statute (falling within the definition of “public work”). Additionally, any contract that the Authority enters into for “services” imposes reporting requirements by awarded Bidders and contactors (falling within the definition of “qualifying services”). Information on the reporting requirement for such “qualifying services” is also available at: <https://nj.gov/labor/equalpay/equalpay.html>. **Goods/Products contracts are not impacted by the statute.**

4.2.3.13 NEW JERSEY STATE W-9

Prior to an award of a contract, the Contractor shall provide the Authority with a properly completed New Jersey State W-9 form available at <https://www.njeda.com/bidding>.

4.2.3.14 INSURANCE CERTIFICATE(S)

Prior to the award of a contract, the Contractor shall provide the Authority with current certificate(s) of insurance for all coverages required by the terms of this contract, naming the Authority (NJEDA) as an Additional Insured and specify the insurance certificate is identified with the unique contract awarded as a result of this RFP. Refer to Section 7 of the Authority's Standard Contract, Exhibit A, accompanying this RFP.

4.2.3.15 SUBCONTRACTOR UTILIZATION PLAN

All Proposers intending to use a Subcontractor(s) must complete a Subcontractor Utilization Form, submitted with the Proposal, available at: <https://www.njeda.com/bidding/>.

If the Contract is a small business subcontracting set-aside, the Proposer certifies that in engaging Subcontractors and/or Subconsultants, it shall make a good faith effort to achieve the subcontracting set-aside goals, and shall attach to the Subcontractor Utilization Plan documentation of such efforts.

For a Proposal that does NOT include the use of Subcontractors and/or Subconsultants, by signing the Signatory Page, the Contractor is automatically certifying that in the event the award is granted to the Contractor's firm and the Contractor later determines at any time during the term of the Contract to engage Subcontractors and/or Subconsultants to provide certain goods and/or services, the Contractor shall submit a Subcontractor Utilization Form for approval by the Authority in advance of any such engagement of Subcontractors and/or Subconsultants.

Please see the Proposer Checklist for additional information, which includes the Subcontractor Utilization Form.

4.2.3.16 BID SECURITY

Not Applicable to this Procurement.

4.2.3.17 CERTIFICATION FOR EO NO. 271 – COVID-19 VACCINE

On October 20, 2021, Governor Phil Murphy signed Executive Order No. 271, available at: <https://www.state.nj.us/infobank/eo/056murphy/pdf/EO-271.pdf>, which requires new and potential state contractors to demonstrate that all of their employees who enter, work at, or provide services in any State or NJEDA agency location are fully vaccinated or otherwise undergo weekly testing.

Prior to an award of contract, a Proposer must complete and sign the Certification for EO No. 271 – COVID-19 VACCINE form, to certify that it shall comply with Governor Murphy's EO No. 271 if

awarded a Contract. Please see the Proposer's Checklist for additional information, and the attached Exhibit - Certification form.

If a Proposer does not submit the form with the Proposal, the Proposer must comply within seven (7) business days of a request by the Authority or the Authority may deem the Proposal non-responsive.

4.2.3.18 CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS PURSUANT TO P.L. 2022, C. 3

The certification of non-involvement is required to comply with P.L. 2022, c.3, which was signed by Governor Murphy on March 9, 2022, and prohibits government dealings with businesses associated with Belarus or Russia.

Under the new law, "engaged in prohibited activities in Russia or Belarus" means (1) companies in which the Government of Russia or Belarus has any direct equity share; (2) having any business operations commencing after March 9, 2022 that involve contracts with or the provision of goods or services to the Government of Russia or Belarus; (3) being headquartered in Russia or having its principal place of business in Russia or Belarus, or (4) supporting, assisting, or facilitating the Government of Russia or Belarus in their campaigns to invade the sovereign country of Ukraine, either through in-kind support or for profit. The full text of the new law is available on the Legislature's webpage at: https://www.njleg.state.nj.us/Bills/2022/A3500/3090_I1.HTM

A Proposer's failure to submit the completed and signed form before contract award will be deemed non-responsive and preclude the award of a contract to said Proposer.

NOTE: If the Proposer is a partnership or a limited liability corporation partnership, each Disclosure of Investment Activities in Russia and Belarus form must be signed by a general partner. Failure to comply may preclude the award of a contract.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

The contract awarded as a result of this RFP shall consist of this RFP, addenda to this RFP, the Proposer's Proposal, any best and final offer and the Authority's Contract for Professional Services-Exhibit A.

Unless specifically stated within this RFP, any Special Contractual Terms and Conditions of the RFP take precedence over the Authority's Standard Contract – Exhibit A, accompanying this RFP.

In the event of a conflict between the provisions of this RFP, including the Authority's Standard Contract – Exhibit A, and any addendum to this RFP, the addendum shall govern.

In the event of a conflict between the provisions of this RFP, including any addendum to this RFP, or the Authority's Contract for Professional Services – Exhibit A and the Proposer's Proposal, the RFP and/or the addendum and the Authority's Contract for Professional Services – Exhibit A shall govern.

5.2 CONTRACT TERM AND EXTENSION OPTION

The term of the contract shall be for one (1) year with the possibility of two (2), one (1) year extension options, which is at the sole discretion of the Authority and dependent upon funding, at the same terms, conditions, and pricing.

5.3 CONTRACT TRANSITION

In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, the Authority reserves the right, in its sole discretion, to extend the Agreement on a month-to-month basis beyond the expiration or termination, until a replacement Contractor is engaged to provide the requisite services. It shall be incumbent upon the Contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than 180 days beyond the expiration date of this Agreement, including any extensions exercised.

5.4 CONTRACT AMENDMENT

Any changes or modifications to the terms of the contract shall be valid only when they have been reduced to writing and signed by both the Authority's designated representative and the Contractor.

5.5 CONTRACTOR RESPONSIBILITIES

The Contractor shall have sole responsibility for the complete effort specified in the contract. If the RFP permits subcontracting, payment will be made only to the Contractor. The Contractor shall have sole responsibility for all payments due any Subcontractor.

The Contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The Contractor shall, without additional compensation, 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 Contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services

shall not be construed as a waiver of any rights that the Authority may have arising out of the Contractor's performance of this contract.

5.6 SUBSTITUTION OF STAFF

The Contractor shall forward all requests to substitute staff to the Authority for consideration and approval. The request may be as simple as naming an alternate/back-up individual for each position / individual identified in the Proposer's organization chart which is designated to perform work against the resulting contract. No substitute personnel are authorized to begin work until the Contractor has received written approval to proceed from the Authority's Designated Contract Manager.

If it becomes necessary for the Contractor to substitute any management, supervisory or key personnel, the Contractor shall identify the substitute personnel and the work to be performed. The Contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitute(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned. No substitute personnel are authorized to begin work until the Contractor has received verbal/written approval to proceed from the Authority's Designated Contract Manager.

The Authority reserves the right, in its sole discretion, to recommend and make changes to the Contractor's overall approach to address these advisory needs, if deemed necessary. For instance, the Authority's Designated Contract Manager may determine that the Contractor's staff employee assigned to perform the requisite services may not be meeting the acceptable levels of performance and a replacement staff employee is needed to better meet the needs of the Authority.

5.7 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)/SUBCONSULTANT(S)

The Contractor shall forward a written request to substitute or add a Subcontractor/Subconsultant or to substitute its own staff for a Subcontractor/Subconsultant to the Authority's Designated Contract Manager for consideration. If the Designated Contract Manager approves the request, the Designated Contract Manager will forward the request to the IPM Procurement Department for final approval. No substituted or additional Subcontractor(s)/Subconsultant(s) are authorized to begin work until the Contractor has received written approval from the IPM Procurement Department.

If it becomes necessary for the Contractor to substitute a Subcontractor/Subconsultant, add a Subcontractor/Subconsultant, or substitute its own staff for a Subcontractor/Subconsultant, the Contractor will identify the proposed new Subcontractor/Subconsultant or staff member(s) and the work to be performed. The Contractor must provide detailed justification documenting the necessity for the substitution or addition.

The Contractor must provide detailed resumes of its proposed replacement staff or of the proposed Subcontractor's/Subconsultant's management, supervisory, and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the Subcontractor/Subconsultant is to undertake.

The qualifications and experience of the replacement(s) must equal or exceed those of similar personnel proposed by the Contractor in its Proposal.

5.8 OWNERSHIP OF MATERIAL

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, software computer programs and accompanying documentation and 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 this contract shall be and remain the property of the Authority and shall be delivered to the Authority upon thirty (30) Days' notice by the Authority. With respect to software computer programs and/or source codes developed for the Authority, except those modifications or adaptations made to the Proposer's or Contractor's Background IP as defined below, the work shall be considered "work for hire", i.e., the Authority, not the Contractor or Subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Contract, Contractor or Subcontractor hereby assigns to the Authority all right, title and interest in and to any such material, and the Authority shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

Should the Proposer anticipate bringing pre-existing intellectual property into a work-for-hire, the intellectual property must be identified in the Proposal. Otherwise, the language in the first paragraph of this section prevails. If the Proposer identifies such intellectual property ("Background IP") in its Proposal, then the Background IP owned by the Proposer on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the Proposer. Upon contract award, the Proposer or Contractor shall grant the Authority a nonexclusive, perpetual royalty free license to use any of the Proposer's/Contractor's Background IP delivered to the Authority for the purposes contemplated by the contract.

5.9 SECURITY AND CONFIDENTIALITY

5.9.1 DATA CONFIDENTIALITY

All financial, statistical, personnel, customer and/or technical data supplied by the Authority to the Contractor are confidential (Authority Confidential Information). The Contractor must secure all data from manipulation, sabotage, theft or breach of confidentiality. The Contractor is prohibited from releasing any financial, statistical, personnel, customer and/or technical data supplied by the Authority that is deemed confidential. Any use, sale, or offering of this data in any form by the Contractor, or any individual or entity in the Contractor's charge or employ, will be considered a violation of this Contract and may result in Contract termination and the Contractor's suspension or debarment from Authority contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

The Contractor shall assume total financial liability incurred by the Contractor associated with any breach of confidentiality.

When requested, the Contractor and all project staff including its Subcontractor(s) must complete and sign confidentiality and non-disclosure agreements provided by the Authority. The Contractor may be required to view yearly security awareness and confidentiality training modules, or other training methods provided by the Authority. Where required, it shall be the Contractor's responsibility to ensure that any new staff sign the confidentiality agreement and complete the security awareness and confidentiality training modules within one month of the employees' start date.

The Authority reserves the right to obtain, or require the Contractor to obtain, at the Contractor's expense, criminal history background checks from the New Jersey State Police for all Contractor and project staff (to protect the Authority from losses resulting from Contractor employee theft, fraud or dishonesty). If the Authority exercises this right, the results of the background check(s) must be

made available to the Authority for consideration before the employee is assigned to work on the Authority's project. Prospective employees with positive criminal backgrounds for cyber-crimes will not be approved to work on Authority Projects. Refer to the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-12, An Introduction to Computer Security: The NIST Handbook, Section 10.1.3, Filling the Position – Screening and Selecting.

5.9.1.1 CONTRACTOR'S CONFIDENTIAL INFORMATION

- A. The obligations of the Authority under this provision are subject to the New Jersey Open Public Records Act ("OPRA"), N.J.S.A. 47:1A-1 et seq., the New Jersey common law right to know, and any other lawful document request or subpoena;
- B. By virtue of this contract, the parties may have access to information that is confidential to one another. The parties agree to disclose to each other only information that is required for the performance of their obligations under this contract. 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 and anything identified in Contractor's Proposal as Background IP ("Contractor Confidential Information"). Notwithstanding the previous sentence, the terms and pricing of this contract are subject to disclosure under OPRA, the common law right to know, and any other lawful document request or subpoena;
- C. 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; (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;
- D. The Authority agrees to hold Contractor's Confidential Information in confidence, using at least the same degree of care used to protect its own Confidential Information;
- E. In the event that the Authority receives a request for Contractor Confidential Information related to this contract pursuant to a court order, subpoena, or other operation of law, the Authority agrees, if permitted by law, to provide Contractor with as much notice, in writing, as is reasonably practicable and the Authority's intended response to such order of law. Contractor shall take any action it deems appropriate to protect its documents and/or information;
- F. In addition, in the event Contractor receives a request for Authority Confidential Information pursuant to a court order, subpoena, or other operation of law, Contractor shall, if permitted by law, provide the Authority with as much notice, in writing, as is reasonably practicable and Contractor's intended response to such order of law. The Authority shall take any action it deems appropriate to protect its documents and/or information; and
- G. Notwithstanding the requirements of nondisclosure described in these Sections 5.9.1 and 5.9.1.1, 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 Authority, if the Authority determines the documents or information are subject to disclosure and Contractor does not exercise its rights as described in Section 5.9.1.1(E), or if Contractor is unsuccessful in defending its rights as described in Section 5.9.1.1(E), or (iv) in the case of Contractor, if Contractor determines the documents or information are subject to disclosure and the Authority does not exercise its rights described in Section 5.9.1.1(F), or if the Authority is unsuccessful in defending its rights as described in Section 5.9.1.1(F).

5.9.2 DATA SECURITY STANDARDS

Data Security: The Contractor at a minimum must protect and maintain the security of data traveling its network in accordance with generally accepted industry practices.

- A. Any Personally Identifiable Information must be protected. All data must be classified in accordance with the State's Asset Classification and Control policy, 08-04-NJOIT at <https://www.state.nj.us/it/whatwedo/policylibrary/>. Additionally, data must be disposed of in accordance with the State's Information Disposal and Media Sanitation policy, 09-10-NJOIT at <https://www.state.nj.us/it/whatwedo/policylibrary/>; and
- B. Data usage, storage, and protection is subject to all applicable federal and state statutory and regulatory requirements, as amended from time to time, including, without limitation, those for Health Insurance Portability and Accountability Act of 1996 (HIPAA), Personally Identifiable Information (PII), Tax Information Security Guidelines for Federal, State, and Local Agencies (IRS Publication 1075), New Jersey State tax confidentiality statute, N.J.S.A. 54:50-8, New Jersey Identity Theft Prevention Act, N.J.S.A. 56:11-44 et seq., the federal Drivers' Privacy Protection Act of 1994, Pub.L.103-322, and the confidentiality requirements of N.J.S.A. 39:2-3.4. Contractor must also conform to Payment Card Industry (PCI) Data Security Standard;

Data Transmission: The Contractor must only transmit or exchange State of New Jersey data with other parties when expressly requested in writing and permitted by and in accordance with requirements of the State of New Jersey. The Contractor must only transmit or exchange data with the State of New Jersey or other parties through secure means supported by current technologies. The Contractor must encrypt all data defined as personally identifiable or confidential by the State of New Jersey or applicable law, regulation or standard during any transmission or exchange of that data.

Data Storage: All data provided by the State of New Jersey or State data obtained by the Contractor in the performance of the contract must be stored, processed, and maintained solely in accordance with a project plan and system topology approved by the Designated Contract Manager. No State data shall be processed on or transferred to any device or storage medium including portable media, smart devices and/or USB devices, unless that device or storage medium has been approved in advance in writing by the Designated Contract Manager. The Contractor must encrypt all data at rest defined as personally identifiable information by the State of New Jersey or applicable law, regulation or standard. The Contractor must not store or transfer State of New Jersey data outside of the United States.

Data Scope: All provisions applicable to State data include data in any form of transmission or storage, including but not limited to: database files, text files, backup files, log files, XML files, and printed copies of the data.

Data Re-Use: All State data must be used expressly and solely for the purposes enumerated in the Contract. Data must not be distributed, repurposed or shared across other applications, environments, or business units of the Contractor. No State data of any kind must be transmitted, exchanged or otherwise passed to other Contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by the Designated Contract Manager.

Data Breach: Unauthorized Release Notification: The Contractor must comply with all applicable State and Federal laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law ("Notification Event"), the Contractor must assume responsibility for informing the Designated Contract Manager within 24 hours and all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State of New Jersey, its officials, and

employees from and against any claims, damages, or other harm related to such Notification Event. All communications must be coordinated with the State of New Jersey.

End of Contract Handling: Upon termination/expiration of this contract the Contractor must first return all State data to the State in a usable format as defined in the RFP, or in an open standards machine-readable format if not. The Contractor must then erase, destroy, and render unreadable all Contractor copies of State data according to the standards enumerated in accordance with the State's most recent Information Disposal and Media Sanitation policy, currently the 09-10-NJOIT form at <https://www.state.nj.us/it/whatwedo/policylibrary/> and certify in writing that these actions have been completed within 30 days after the termination/expiration of the Contractor within seven (7) days of the request of an agent of the State whichever shall come first.

5.10 NEWS RELEASES

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 Authority.

5.11 ADVERTISING

The Contractor shall not use the Authority'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 Authority.

5.12 LICENSES AND PERMITS

The Contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this contract. The Contractor shall supply the Authority with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the Proposer in its Proposal.

5.13 CLAIMS AND REMEDIES

5.13.1 CLAIMS

All claims asserted against the Authority 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.

5.13.2 REMEDIES

Nothing in the contract shall be construed to be a waiver by the Authority 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 Chief Executive Officer (CEO).

5.13.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

In the event that the Contractor fails to comply with any material contract requirements, the Authority may take steps to terminate the contract in accordance with the Authority's Contract For Professional Services, Exhibit A, 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 Authority by the defaulting Contractor, or take any other action or seek any other remedies available at law or in equity.

5.13.4 LIQUIDATED DAMAGES

The IOM's failure to comply with the requirements of the Engagement / TOR, including but not limited to EO166, the IOM RFP, the IOM Guidelines and this Engagement / TOR may constitute a breach of contract and may result in termination of the contract by the NJEDA or imposition of such other remedy as the NJEDA deems appropriate.

At the NJEDA's option, liquidated damages may be assessed each time any of the below events occur, due to an act or omission of the IOM. The NJEDA and the IOM agree that it would be extremely difficult to determine actual damages which the NJEDA will sustain as the result of the IOM's failure to meet its contractual requirements. Any breach by the IOM: could prevent the NJEDA from complying with EO166, the IOM Guidelines, and laws applicable to the use and expenditure of CRF and other public funds; will adversely impact the NJEDA's ability to ensure identification and mitigation of risks; and may lead to damages suffered by the NJEDA and the State as a whole. If the IOM fails to meet its contractual obligations, the NJEDA may assess liquidated damages against IOM as follows:

Failure to deliver a draft updated Risk Assessment within thirty (30) days of receiving a Letter of Engagement	\$500/day
Failure to deliver a final Risk Assessment within two weeks of receiving the NJEDA's written feedback	\$500/day
Failure to timely deliver a draft or final quarterly report	\$500/day
Failure to timely deliver and submit additional reports.	\$500/day

The Parties agree that these liquidated damages are reasonable estimates of the damages the NJEDA may sustain if the IOM fails to meet its contractual obligations and are not to be construed as penalties.

The NJEDA has the sole discretion to determine whether liquidated damages should be assessed. Assessment of liquidated damages shall be in addition to, and not in lieu of, such other remedies as may be available to the NJEDA.

Upon determination that liquidated damages are to be assessed, the NJEDA will notify the IOM of the assessment in writing. The NJEDA may, in its sole discretion, give the IOM an opportunity to cure depending on the situation. The NJEDA may elect to notify the IOM that liquidated damages may be assessed so as to provide a warning, prior to assessing liquidated damages, but if the NJEDA does not provide such a warning the NJEDA is not precluded from assessing liquidated damages. Failure to assess liquidated damages or to demand payment of liquidated damages within any period of time shall not constitute a waiver of such claim by the NJEDA.

Once assessed, the NJEDA will deduct liquidated damages from any moneys it owes to the IOM, and in the event the amount due the IOM is not sufficient to satisfy the amount of the liquidated damages, the IOM shall pay the balance to the NJEDA within thirty (30) calendar days of written notification of the assessment. If the amount due is not paid in full, the balance will be deducted from subsequent payments to the IOM.

During the Engagement / TOR, the NJEDA's Contract Manager shall serve as the NJEDA's point of contact.

5.14 ADDITIONAL WORK AND/OR SPECIAL PROJECTS

The Contractor shall not begin performing any additional work or special projects without first obtaining the Designated Contract Manager's recommendation and written approval from the IPM Procurement Department.

In the event of additional work and/or special projects, the Contractor must present a written Proposal to perform the additional work to the Designated Contract Manager. The Proposal should provide justification for the necessity of the additional work. The relationship between the additional work and the base contract work must be clearly established by the Contractor in its Proposal.

The Contractor's written Proposal must provide a detailed description of the work to be performed broken down by task and subtask. The Proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work.

The written Proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written price schedule must be based upon the hourly rates, unit costs or other cost elements submitted by the Contractor in the Contractor's original Proposal submitted in response to this RFP. Whenever possible, the price schedule should be a firm, fixed price to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the Contractor in its original Proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt and approval of the Contractor's written Proposal, the Designated Contract Manager shall forward same to the IPM Procurement Department for written approval. Complete documentation, confirming the need for the additional work, must be submitted. Documentation forwarded by the Designated Contract Manager to the IPM Procurement Department must include all other required Authority approvals.

No additional work and/or special project may commence without the IPM Procurement Department's written approval. In the event the Contractor proceeds with additional work and/or special projects without the Authority's written approval, it shall be at the Contractor's sole risk. The Authority shall be under no obligation to pay for work performed without the IPM Procurement Department's written approval.

5.15 INDEMNIFICATION

The indemnification provisions set forth in the Authority's Contract for Professional Services, Exhibit A, shall prevail.

5.16 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 OSC, for audit and review.

5.17 FORM OF COMPENSATION - INVOICING/PAYMENT

The Contractor will submit electronic invoices to the Authority (unless a request is made by the Contractor to an alternate billing structure/timeframe at the Initial Meeting), per the Scope of Work/Fee Schedule, once the authorized, completed work is approved by the Authority's Designated Contract Manager.

Invoices submitted for payment will be paid by check and must include / consider all the following:

- A. Invoices should be submitted for services rendered no later than ninety (90) days from the date the service was provided / performed. The Contractor is strongly encouraged to inform its Subcontractor(s) of this policy, as they will be required to comply similarly;
- B. Payments will only be made to the Contractor. In the event "Specialized Services" are required and approved by the Authority in advance; the Contractor shall be responsible for assuring the compliance of any Subcontractor(s) with all terms and conditions of this RFP and assumes the sole and absolute responsibility for any payments due to any Subcontractor(s) under the subcontract(s), should the Authority approve in advance such services;
- C. This is a covered contract under EO No. 271 (Murphy 2021), as set forth in Section 1.1 of this RFP. Therefore each submitted invoice will only be paid when the invoice contains the following statement to re-certify the Contractor's compliance with the requirements of the Executive Order. Please review a sample invoice certification statement (below).
 1. "The undersigned hereby certifies, pursuant to EO No. 271 (Murphy 2021), that it has complied with the requirements of EO No. 271 for the period of time covered by the attached invoice(s)."
- D. An invoice number, the amount due, date/dates of service, the Authority's purchase order number, if applicable, and a remittance address. The payment to the Contractor will usually be in check form.
- E. A description of the project task or subtask services for the invoice timeframe;
- F. If applicable, each itemized position / title assigned to perform the work for the project, including number of hours billed for each position; and
- G. If applicable, copies of timesheets for employees assigned to do the work referenced in the invoice.

The Authority, in its sole discretion, reserves the right to require additional information, documentation and / or justification upon receipt of an invoice for payment and prior to approving such invoice for payment.

The Authority considers the Contractor to be the sole point of contact regarding contractual matters and the Contractor will be required to assume sole responsibility for the complete "Scope of Services / Deliverables" and any additional services, as indicated in the RFP.

6.0 PROPOSAL EVALUATION

6.1 RIGHT TO WAIVE

The Authority reserves the right to waive minor irregularities or omissions in a Proposal. The Authority also reserves the right to waive a requirement provided that:

- A. the requirement is not mandated by law;
- B. all of the otherwise responsive Proposals failed to meet the requirement; and
- C. in the sole discretion of the Authority, the failure to comply with the requirement does not materially affect the procurement or the Authority's interests associated with the procurement.

6.2 RIGHT OF FINAL PROPOSAL ACCEPTANCE

In accordance with applicable law, the Authority reserves the right to reject any or all Proposals, or to award in whole or in part if deemed to be in the best interest of the Authority to do so. The Authority shall have the power to award orders or contracts to the Proposer best meeting specifications and conditions.

6.3 RIGHT TO INSPECT PROPOSER'S FACILITIES

The Authority reserves the right to inspect the Proposer establishment before making an award, for the purposes of ascertaining whether the Proposer has the necessary facilities for performing the contract.

The Authority may also consult with clients of the Proposer during the evaluation of bids. Such consultation is intended to assist the Authority in making a contract award which is most advantageous to the Authority.

6.4 RIGHT TO REQUEST FURTHER INFORMATION

The Authority reserves the right to request all information which may assist it in making a contract award, including factors necessary to evaluate the Proposer financial capabilities to perform the contract. Further, the Authority reserves the right to request a Proposer to explain, in detail, how the Proposal price was determined.

6.5 PROPOSAL EVALUATION COMMITTEE

Proposals may be evaluated by a cross-functional Evaluation Committee composed of the Authority's staff, management, and possibly other state agencies and/or industry Subject Matter Experts (SME's). SME's may assist with evaluations but will not be voting members. Only Authority staff will evaluate, score and rank Proposals received in response to this RFP, and the criteria established herein.

6.6 ORAL PRESENTATION AND/OR CLARIFICATION OF PROPOSAL

After the submission of Proposals, unless requested by the Authority as noted below, vendor contact with the Authority is still not permitted.

After the Proposals are reviewed, one, some or all of the Proposers may be asked to clarify certain aspects of their Proposals. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities or clerical errors. Clarifications cannot correct any deficiencies or material omissions or revise or modify a Proposal, except to the extent that correction of apparent clerical mistakes results in a modification.

The Proposer may be required to give an oral presentation to the Authority concerning its Proposal.

Proposer may not attend the oral presentations of their competitors.

It is within the Authority's discretion whether to require the Proposer(s) to give an oral presentation or require the Proposer(s) to submit written responses to questions regarding its Proposal. Action by the Authority in this regard should not be construed to imply acceptance or rejection of a Proposal. The Internal Process Management Procurement department will be the sole point of contact regarding any request for an oral presentation or clarification.

6.7 EVALUATION CRITERIA

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate Proposals received in response to this RFP. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process.

6.7.1 QUALIFICATIONS/EXPERIENCE EVALUATION CRITERIA

- A. Personnel: The qualifications and experience of the Proposer's management, supervisory, and key personnel assigned to the contract, including the candidates recommended for each of the positions/roles required.
 - 1. If key personnel are identified and required in Section 3.0 of this RFP, the Proposer **must** submit a resume for each key position and the Proposer's resumes **must** include: Name of Proposed Person, Current Position/Description of Role, Previous Relevant Position(s)/Description(s) of Role(s), and three (3) business references associated with any of the named relevant positions. Business references **must** include a Contact Name, Job Title, Daytime Telephone Number and an E-mail Address. Failure to submit mandatory resumes and full references' details **will result in rejection** of the Proposer's Proposal for further consideration.

- B. Experience of entity: The Proposers documented experience in successfully completing contracts of a similar size and scope in relation to the work required by this RFP, based, in part, on the Proposer's submitted narratives and references.
 - 1. If references for contracts of similar size and scope are required in Section 3.0 of this RFP, the Proposer **must** submit business references for each relevant contract. Business references **must** include a Contract Name/Description of Contract, Contact Name, Job Title, Daytime Telephone Number and an E-mail Address. Failure to submit mandatory contract details and full references' details **will result in rejection** of the Proposer's Proposal for further consideration.

- C. Ability of the entity to complete the Scope of Work based on its Technical Proposal: The Proposers demonstration that the Proposer understands the requirements of the Scope of Work and presents an approach that would permit successful performance of the technical requirements of the contract. Proposer's turnaround timeframes are critical and will be closely evaluated for both content and completion timeframes.

6.7.2 PROPOSER'S FEE SCHEDULE

For evaluation purposes, Proposers' pricing evaluation scores will be ranked and weighted according to the lowest total price for all services and products, per the Fee Schedule accompanying this RFP.

Hourly rates, per the Fee Schedule, will be used for any additional work that might be required during the contract time frame, not specified in the original Scope of Work.

As also set forth in the Fee Schedule:

1. Proposers shall not alter this Fee Schedule and must provide pricing for all sections. Failure to submit pricing for all sections or altering the form will result in the Proposal being rejected as nonresponsive.
2. Proposers shall not indicate fees/charges other than those included on this Fee Schedule. If the Proposer intends to assess additional fees it should address this by submitting an inquiry during the Question and Answer period for this RFP.

6.7.3 PROPOSAL DISCREPANCIES

In evaluating Proposals, discrepancies between words and figures will be resolved in favor of words. Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum of the column of figures.

6.7.4 EVALUATION OF THE PROPOSALS

After the Evaluation Committee completes its evaluation, it recommends to the Authority an award to the responsible Proposer whose Proposal, conforming to this RFP, is most advantageous to the Authority. The process considers and assesses price, technical criteria, and other factors during the evaluation process before a recommendation is made. The Authority may accept, reject or modify the recommendation of the Evaluation Committee. Whether or not there has been a negotiation process as outlined in Section 6.8 below, the Authority reserves the right to negotiate price reductions with the selected Proposer(s).

6.8 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)

After evaluating Proposals, the Authority may enter into negotiations with one Proposer or multiple Proposers. The primary purpose of negotiations is to maximize the Authority's ability to obtain the best value based on the mandatory requirements, evaluation criteria, and cost. Multiple rounds of negotiations may be conducted with one Proposer or multiple Proposers. Negotiations will be structured by the Internal Process Management's Procurement department to safeguard information and ensure that all Proposers are treated fairly.

Similarly, the Internal Process Management's Procurement department may invite one Proposer or multiple Proposers to submit a best and final offer (BAFO). Said invitation will establish the time and place for submission of the BAFO. Any BAFO that is not equal to or lower in price than the pricing offered in the Proposer's original Proposal will be rejected as non-responsive and the Authority will revert to consideration and evaluation of the Proposer's original pricing.

If required, after review of the BAFO(s), clarification may be sought from the Proposer. The Internal Process Management's Procurement department may conduct more than one round of negotiation and/or BAFO in order to attain the best value for the Authority.

After evaluation of Proposals and as applicable, negotiation(s) and/or BAFO(s), the Internal Process Management's Procurement department will recommend the responsible Proposer whose Proposal(s), conforming to the RFP, is/are most advantageous to the Authority, price and other factors considered. In accordance with applicable law, the Authority may accept, reject or modify the recommendation of the Internal Process Management's Procurement department. The Internal Process Management's Procurement department may initiate additional negotiation or BAFO procedures with the selected Proposer(s).

Negotiations will be conducted only in those circumstances where they are deemed to be in the Authority's best interests and to maximize the Authority's ability to get the best value. Therefore, the Proposer is advised to submit its best technical and price Proposal in response to this RFP since the Authority may, after evaluation, make a contract award based on the content of the initial submission, without further negotiation and/or BAFO with any Proposer.

All contacts, records of initial evaluations, any correspondence with Proposer related to any request for clarification, negotiation or BAFO, any revised technical and/or price Proposals, the Evaluation Committee Report and the Award Recommendation, will remain confidential until the contract is awarded and a Conditional Notice of Intent to Award a contract is issued.

NOTE: If the Authority contemplates negotiation, Proposal prices will not be publicly read at the Proposal submission opening. Only the name and address of each Proposer will be publicly announced at the Proposal submission opening.

6.9 PROTEST OF RECOMMENDED AWARD

Any Proposer may protest a vendor selection (an award) by the New Jersey Economic Development Authority. In order for a protest to be timely, it must be submitted to the Senior Vice President – Business Support within ten (10) business days of receipt of the notification that the Proposer was not selected. In order to be considered complete, a protest must: (i) identify the Proposer that is submitting the protest, (ii) identify the contract award that is being protested, (iii) specify all grounds for the protest (including all arguments, materials and/or documents that support the protest); and, (iv) indicate whether an oral presentation is requested, and if so, the reason for the oral presentation. A Hearing Officer will be designated by the Authority's Senior Vice President – Business Support. The designated Hearing Officer will review all timely and complete Vendor protests and will have sole discretion to determine if an oral presentation by the protester is necessary to reach an informed decision on the matter(s) of the protest.

After completing his or her review of the protest, the Hearing Officer will prepare a preliminary report, which shall be advisory in nature and not binding, and send to the Protestor. Should the Protestor dispute the findings of the preliminary "*Hearing Officer Report*", it will be afforded an "*Exceptions Period*" equal to ten (10) business days from the Authority's issuance of the preliminary "*Hearing Officer Report*" to refute the findings of the Hearing Officer. At the expiration of the exceptions period, the Hearing Officer will review any "*Exceptions to the Hearing Officer's Report*" and finalize his or her report.

The Hearing Officer will make a recommendation in his or her final "*Hearing Officer Report*" which will be sent with any "*Exceptions to the Hearing Officer's Report*" to either the Authority's Board or the Authority's Chief Executive Officer, as determined by the dollar amount of the potential award as it relates to the Authority's internal Operating Authority Approval Levels, for a final decision to award the contract. The Authority's Board of Directors or Chief Executive Officer will review the final "*Hearing Officer Report*" and the protestor's "*Exceptions to the Hearing Officer's Report*" and shall render a final decision regarding the appropriateness of the award. The action of the Authority's Board or Chief Executive Officer, to make a final decision for the award of the contract will be a final Authority action that is appealable to the Appellate Division of the Superior Court of New Jersey.

It is the Authority's intent not to award the contract until it has completed all of the review procedures described above. If, however, in the Authority's sole discretion, it is determined that such an award is necessary to support the uninterrupted and efficient business operations of the Authority; the contract may be awarded.

7.0 CONTRACT AWARD

It is anticipated that the Contract award(s) shall be made in whole or in part, with reasonable promptness by written notice to the two (2) highest ranked responsible Proposers, as the Primary and Secondary Contractor, whose proposals, conforming to this RFP, are most advantageous to the Authority, price, and other factors considered, as determined by the Authority, in its sole discretion in accordance with applicable law. The award may be made, even if there is only one Proposer recommended for award. Any or all proposals may be rejected when the Authority determines that it is in the public interest to do so.

Note: With the exception for COVID-19 Recovery programs valued at \$20 million or more, the Secondary Contractor will be utilized in the event that the Primary Contractor has a conflict of interest. If that situation occurs, the Secondary Contractor will be sent the TOR to perform the services provided they do not have a conflict.

It is the policy of the New Jersey Economic Development Authority that to be considered for award, a Proposer must achieve or exceed an overall score of three ("3") indicating a rating of "Good", on a scale of 1-5 with 5 being the highest rating. The Authority shall be under no obligation to make an award to an entity which does not achieve this minimum scoring threshold. Furthermore, even in the event of an overall score of three ("3") or higher, the Authority is not under an obligation to proceed and may decide not to proceed for a variety of reasons, including but not limited to proposal being over budget or change to the scope of work.

Award of a contract for the services outlined in this RFP will be subject to the selected entity entering into the "Contract for Professional Service", attached to this RFP as Exhibit A. Proposers are encouraged to carefully review the specimen Contract and should indicate any exceptions taken to the form of Contract during the "Questions and Answers Period."

The Proposer is cautioned that it shall not impose conditions under which it will conduct business with the New Jersey Economic Development Authority by submitting its own separate and distinct company "Standard Terms and Conditions", engagement letters, agreement(s) or forms in response to this section requirement. The Proposer shall not submit its "Standard Terms and Conditions" or submit material revisions and/or exceptions to the "Contract for Professional Services" with the proposal as it will result in the proposal being deemed non-responsive.

IMPORTANT: In the event the Proposer takes exception to one (1) or more points within the Contract; it shall submit its "exceptions" in the form of a question to be submitted for consideration during the "Questions and Answers Period" established for this solicitation. The Authority shall not consider any questions, exceptions or requests for changes to be made to the specimen contract at any time during the RFP process, unless submitted during the "Questions and Answers Period".

The Authority shall be under no obligation to grant or accept any requested changes (i.e. exceptions taken) to the specimen form of the Contract (Exhibit A) during the "Questions and Answers Period."

Any proposal submitted in response to this RFP will be considered a firm Offer by the responding vendor to perform the Scope of Services, as outlined in the RFP and specimen contract. By submitting an Offer in response to this RFP, the responding vendor agrees to hold its Offer open for at least one hundred twenty (120) days after the response due date. Any provision in a submitted Offer that attempts to limit or condition the time that an Offer is open for consideration by the Authority will not be binding on the Authority.

Accordingly, any proposals submitted will indicate an acceptance by proposers of the form of Specimen Contract.

8.0 CONTRACT ADMINISTRATION

8.1 AUTHORITY'S DESIGNATED CONTRACT MANAGER

The Authority's Designated Contract Manager is the employee responsible for the overall management and administration of the contract.

The Authority's Designated Contract Manager for this project will be identified at the time of execution of contract. At that time, the Contractor will be provided with the Authority's Designated Contract Manager's name, department, address, telephone number, fax phone number, and e-mail address.

8.1.1 AUTHORITY'S DESIGNATED CONTRACT MANAGER'S RESPONSIBILITIES

The Authority's Designated Contract Manager will be responsible for organizing the Initial Meeting, if applicable, engaging the Contractor, assuring that a Purchase Order(s) are issued to the Contractor, directing the Contractor to perform the work of the contract, approving the deliverables and approving payment vouchers. The Authority's Designated Contract Manager is the person that the Contractor will contact after the contract is executed for answers to any questions and concerns about any aspect of the contract. The Authority's Designated Contract Manager is responsible for coordinating the use of the Contract and resolving minor disputes between the Contractor and any component part of the Authority's Designated Contract Manager's Department.

If the contract has multiple users, then the Authority's Designated Contract Manager shall be the central coordinator of the use of the contract for all departments, while other employees engage and pay the Contractor. All persons that use the contract must notify and coordinate the use of the contract with the Authority's Designated Contract Manager.

CONTRACT FOR PROFESSIONAL SERVICES

SPECIMEN FORM OF CONTRACT (Reference RFP #2022-RFP-144 Integrity Oversight Monitor)

AGREEMENT made this _____ day of _____, 20XX, by and between the NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY (the "Authority" or "NJEDA"), having its address at 36 West State Street, P.O. Box 990, Trenton, New Jersey 08625-0990, and _____ (the "Vendor" or "Primary Contractor"), having its address at _____.

The Authority and the Primary Contractor agree as follows:

1. **The Work.** The Primary Contractor shall perform or shall provide the services as specifically detailed in the Primary Contractor's Proposal, dated _____XX, 20XX and the Authority's Request for Proposal ("RFP"), dated _____ XX, 20XX and the resultant task orders, which are attached hereto and made a part of this Contract.

2. **Time.** The Primary Contractor shall render the services described in the Primary Contractor's Proposal and RFP as required by the Authority and generally pursuant to the Fee Schedule included therein.

The initial term of this Contract is for a twelve (12) month term and may be extended for two (2) additional twelve (12) month extension periods, to be exercised at the sole discretion of the Authority, at the same prices, terms and conditions. Pricing shall remain firm throughout the term of the contract and any extensions thereto.

Notwithstanding the expiration or termination of this agreement, the Authority reserves the right at its sole discretion to extend this agreement on a month-to-month basis beyond expiration or termination until all services required by the contract are completed or a replacement contract for Integrity Oversight Monitor is entered into by the Authority and the replacement Primary Contractor is prepared to engage in the Work. Pricing will be consistent with the pricing from the RFP Fee Schedule of the executed Contract agreement during any extension on a month-to-month basis, beyond expiration or termination.

3. **Contract Price.** The Authority shall pay the Primary Contractor for the performance of the Work based on the Prices, as stated in the *Fee Schedule* set forth in the Primary Contractor's Proposal.

The Authority may require services in addition to those agreed to in the RFP and the Proposal. Compensation to the Primary Contractor for additional services shall be in accordance with the *Fee Schedule* as set forth in Primary Contractor's Proposal; or if not specified in Primary Contractor's Fee Schedule, then reasonable and customary amounts as negotiated by the Authority.

4. **Ownership and Use of Documents.** 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, software computer programs and accompanying documentation and 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 this contract shall be and remain the property of the Authority and shall be delivered to the Authority upon thirty (30) days' notice by the Authority. Regarding software computer programs and / or source codes developed for the Authority, the work shall be considered "work for hire," that is, the Authority, not the Primary Contractor or subcontractor, shall have full and complete ownership of all software computer programs and / or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Agreement, the Primary Contractor or subcontractor(s) hereby assigns to the Authority all right, title and interest in and to any such material, and the Authority shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

In the event the Primary Contractor's proposal identifies bringing pre-existing intellectual property into a project, the background intellectual property ("Background Intellectual Property") owned by the Primary Contractor on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the Primary Contractor. This contract, grants to the Authority, a non-exclusive, perpetual royalty-free license to use any of the Primary Contractor's Background IP delivered to the Authority for the purposes contemplated by the contract and any extensions thereto.

5. **Manner of Payment.** As specified in the RFP and the Fee Schedule, the Primary Contractor shall submit to the Authority an original invoice and any other documentation, as may be required by the Authority to process payment. The Authority will make prompt payment to the Primary Contractor,

following receipt of and approval of the documentation. No project multipliers shall be used in billings submitted under this Contract, as set forth in the proposal.

6. **Indemnification.** The Primary Contractor shall defend, indemnify, protect and hold harmless the State of New Jersey and the Authority, and its officers, agents, servants and employees from and against any and all suits, claims, demands, losses or damages of any kind arising out of or claimed to arise out of any act, error, or omission on the part of the Primary Contractor, its officers, agents, servants, employees and subcontractors in the performance of services under this Contract. The Primary Contractor shall, at its own expense, appear, defend and pay all charges for attorneys and all costs and other expenses arising from such suit or claim or incurred in connection therewith. If any judgment shall be rendered against the State of New Jersey and the Authority or its officers, agents, servants, and employees for which indemnification is provided under this Section 6, the Primary Contractor shall, at its own expense, satisfy and discharge the same.

The Primary Contractor shall be liable to the Authority for any reasonable costs incurred by the Authority to correct, modify, or redesign any technical information, reports, findings, analyses, surveys or drawings generated or produced by Primary Contractor or any Work performed by the Primary Contractor or its subcontractor(s) that is found to be defective or not in accordance with the provisions of the Contract as a result of any negligent act, error, or omission on the part of the Primary Contractor, its officers, agents, servants, employees and subcontractors. The Primary Contractor shall be given a reasonable opportunity to correct any deficiency.

The indemnification obligation set forth in Section 6 is not limited in any way by the insurance coverage required pursuant to Section 7 of this Contract and shall survive the terms of this contract.

7. **Insurance.** The Primary Contractor shall procure and maintain, at its own expense, liability insurance for damages of the kinds and in the amounts hereinafter provided, from insurance companies licensed, admitted and approved to do business in the State of New Jersey. The Primary Contractor shall obtain this coverage from A VII or better - rated companies as determined by A.M. Best Company. The types and minimum amounts of insurance required are as follows:

(a) **Commercial General Liability Insurance.**

The minimum limits of liability for this insurance shall be \$1,000,000 per occurrence and \$2,000,000 in the aggregate and cover liability based on property damage, death and bodily injury.

The Commercial General Liability Insurance policy shall name the Authority and as additional insured. The coverage to be provided under this policy shall be at least as broad as the standard, basic, unamended and unendorsed commercial general liability policy and shall include contractual liability coverage.

(b) **Workers' Compensation and Employers' Liability.**

Workers' Compensation Insurance shall be provided in accordance with the requirements of the laws of this State and shall include an endorsement to extend coverage to any State, which may be interpreted to have legal jurisdiction. Employers' Liability Insurance shall also be provided in an amount acceptable to the Authority.

(c) **Professional Liability Insurance.**

The Primary Contractor shall carry Errors and Omissions and/or Professional Liability Insurance sufficient to protect the Primary Contractor from any liability arising out of professional obligations performed pursuant to this Contract. The insurance shall be in the amount of \$1,000,000 each claim and in such policy form as shall be approved by the Authority.

Professional Liability Insurance shall include coverage for Contingent Bodily Injury and Property Damage.

(d) **Cyber Security Insurance**

The Primary Contractor shall carry Cyber Security Insurance in the amount of \$1,000,000 each claim which shall include coverage for breach of the Privacy Act or HIPAA regulations.

(e) **Automobile Liability Insurance**

The Primary Contractor shall carry Commercial Automobile Liability insurance, at all times. The policy shall cover any owned, hired or non-owned automobiles/vehicles used by the insured or its staff with minimum limits for liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.

The General Liability, Professional Liability and Cyber Security policies are to be written on a claims-made or occurrence basis. If coverage is written on a claims-made basis; the Primary Contractor

shall maintain continuous claims-made coverage for the life of the contract and any extensions thereto and for a period of two (2) years beyond the expiration of the contract. If continuous claims-made coverage is not maintained, Tail Coverage shall be purchased to cover claims received up to two (2) years beyond the expiration of the contract.

Limits indicated above may be provided through of combination of underlying and excess policies as needed.

ACORD Certificates of Insurance acceptable to the Authority in respect to each of the aforementioned policies shall be filed with the Authority prior to commencement of Work. All policies and corresponding Certificates must show thirty (30) days' prior written notice of cancellation (10 days' notice for non-payment cancellation) to the Authority. If the insurance policies cannot be endorsed to provide notice of cancellation to third parties, then it is the responsibility of the Primary Contractor to provide notice of cancellation to the Authority within forty-eight (48) hours of receipt of notification from their insurance company.

8. **Termination.** The Authority shall have the right without cause and in its complete discretion to terminate the Contract at any time upon seven (7) days' advance written notice to the Primary Contractor. In such event, absent a default on the part of the Primary Contractor, the Primary Contractor shall be entitled to compensation for all services properly provided to the Authority pursuant to the Contract prior to such termination.

In addition to other remedies available under law to the non-defaulting party, this Contract may be terminated by either party upon thirty (30) days' advance written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.

9. **Confidential Information of the Authority.** In connection with performing the Work, the Primary Contractor, its employees and subcontractors may receive, review and become aware of proprietary, personnel, commercial, and financial information of the Authority, its employees, members, borrowers or business associates that is confidential and/or proprietary in nature ("Confidential Information"). The Primary Contractor agrees that the use and handling of Confidential Information by the Primary Contractor, its employees and subcontractors, shall be done in a responsible manner and solely for furtherance of the Work. Other than to its employees and subcontractors who have a need to know

Confidential Information in connection with performance of the Work, the Primary Contractor agrees not to disclose any Confidential Information, without the prior written consent of the Authority. The Primary Contractor shall be responsible to assure that its employees and subcontractors do not disclose any Confidential Information without the prior written consent of the Authority. The Primary Contractor shall inform each of its employees and subcontractors that receives any Confidential Information of the requirements of this Section 9 of the Contract and shall require each such employees and subcontractors to comply with such requirements.

Notwithstanding the foregoing, the term Confidential Information shall not include information which: (i) is already known to the Primary Contractor, its employees and subcontractors from sources other than the Authority; (ii) is or becomes generally available to the public other than as a result of a disclosure by the Primary Contractor, its employees and subcontractors; or (iii) is required to be disclosed by law or by regulatory or judicial process. The Primary Contractor, its employees and subcontractors may be required to execute a Non-Disclosure Confidentiality Agreement, as may be deemed be appropriate by the Authority, in its sole discretion.

Pursuant to *Section 6 Indemnification* of the Contract, the Primary Contractor shall indemnify and hold the State of New Jersey and the Authority, its employees and members harmless for any breach of *Section 9* "Confidential Information of the Authority", by the Primary Contractor, its employees or subcontractors.

10. **Debarment Liability.** The Primary Contractor acknowledges that it shall be rendered liable to debarment in the public interest, pursuant to procedures established by Executive Order No. 34 (1976), and updated by Executive Order No. 189 (1988), and pursuant to N.J.A.C. 19:30-2, for violating any of the following provisions:

- a. 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 Authority officer or employee or special Authority officer or employee, as defined by N.J.S.A. 52:13D-13(b) and (e), 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-13(i), of any such officer or employee, or any

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-13(g).

- b. The solicitation of any fee, commission, compensation, gift, gratuity, or other thing of value by any Authority officer or employee or special Authority officer or employee from any Authority Vendor shall be reported in writing forthwith by the Vendor to the Attorney General of New Jersey and the Executive Commission on Ethical Standards.
- c. 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 Authority officer or employee or special Authority officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to the Authority, or with any person, firm or entity with which he or she is employed or associated or in which he or she has an interest within the meaning of N.J.S.A. 52:13D-13(g). Any relationships subject to this subsection shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the Authority officer or employee or special Authority 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.
- d. No Vendor shall influence, or attempt to influence or cause to be influenced, any Authority officer or employee or special Authority officer or employee in his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.
- e. No Vendor shall cause or influence, or attempt to cause or influence, any Authority officer or employee or special Authority officer or employee to use, or attempt to use, his or her official position to secure unwarranted privileges or advantages for the Vendor or any other person.

11. **Time for Completion and Damages.** The time for beginning and the time for completion of the Work are essential conditions of the Contract, and the Work embraced shall be commenced on the date of the "Notice to Proceed".

The Primary Contractor shall proceed with the Work at such rate of progress to ensure full completion as set forth in the RFP and the Primary Contractor's Proposal.

For reasons within the Primary Contractor's control, if the Primary Contractor shall fail to complete the Work, or shall be responsible for a delay which results in the failure to complete the Work within the time specified, or extension of time granted by the Authority, then the Primary Contractor will pay the Authority an amount sufficient to compensate the Authority for its damages incurred as a result of such failure to complete.

12. **Contractual Liability Act.** Notwithstanding any provision in this Contract or in the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., to the contrary, the parties hereto agree that any and all claims made by the Primary Contractor against the State of New Jersey and/or the Authority for damages, including, but not limited to costs and expenses, shall be governed by and subject to the provisions of the New Jersey Contractual Liability Act.

13. **Political Campaign Contributions.**

13.1 For the purpose of this Section 13, the following shall be defined as follows:

a) "Contribution" - means a contribution reportable by a recipient under "The New Jersey Campaign Contributions and Expenditures Reporting Act" P.L. 1973, c. 83 (C.10:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-7 and N.J.A.C. 19:25-10.1 et seq. Currently, contributions in excess of \$300 during a reporting period are deemed "reportable" under these laws.

b) "Business Entity" - means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of New Jersey or any other state or foreign jurisdiction. It also includes (i) all principals who own or control more than 10 percent of the profits or assets of a business entity or 10 percent of the stock in the case of a business entity that is a corporation for profit, as appropriate; (ii) any subsidiaries directly or indirectly controlled by the business entity; (iii) any political organization organized under 26 U.S.C.A. 527 that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee; and (iv) if a business entity is a natural person, that person's spouse or child, residing in the same household.

c) P.L. 2005, c. 51 – means Public Law 2005, chapter 51 (C. 19:44A-20.13 through C. 19:44A-20.25, inclusive).

13.2 The terms, restrictions, requirements and prohibitions set forth in P.L. 2005, c. 51 are incorporated into this Agreement by reference as material terms of this Agreement with the same force and effect as if P.L. 2005, c. 51 were stated herein its entirety. Compliance with P.L. 2005, c. 51 by Primary Contractor shall be a material term of this Agreement.

13.3 Primary Contractor hereby certifies to the Authority that commencing on and after October 15, 2004, Primary Contractor (and each of its principals, subsidiaries and political organizations included within the definition of Business Entity) has not solicited or made any Contribution of money, pledge of Contribution, including in-kind Contributions, that would bar a contract agreement between Primary Contractor and the Authority pursuant to P.L. 2005, c. 51. Primary Contractor hereby further certifies to the Authority that any and all certifications and disclosures delivered to the Authority by Primary Contractor (and each of its principals, subsidiaries and political organizations included within the definition of Business Entity) are accurate, complete and reliable. The certifications made herein are intended to and shall be a material term of this Agreement and if the Treasurer of the State of New Jersey determines that any Contribution has been made in violation of P.L. 2005, c. 51, the Authority shall have the right to declare this Agreement to be in default.

13.4 Primary Contractor hereby covenants that Primary Contractor (and each of its principals, subsidiaries and political organizations included within the definition of Business Entity) shall not knowingly solicit or make any contributions of money, or pledge of a contribution, including in-kind contributions, to a candidate committee or election fund of any candidate or holder of the public office of Governor of New Jersey or to any New Jersey state or county political party committee prior to the expiration or earlier termination of this Agreement. The provisions of this Paragraph 13.4 are intended to and shall be a material term of this Agreement and if the Treasurer of the State of New Jersey determines that any Contribution has been made by Primary Contractor (and each of its principals, subsidiaries and political organizations included within the definition of Business Entity) in violation of P.L. 2005, c. 51, the Authority shall have the right to declare this Agreement to be in default.

13.5 In addition to any other Event of Default specified in the Contract Documents, the Authority shall have the right to declare an event of default under this Agreement if: (i) Primary Contractor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) makes

or solicits a Contribution in violation of P.L. 2005, c. 51, (ii) Primary Contractor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) knowingly conceals or misrepresents a Contribution given or received; (iii) Primary Contractor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) makes or solicits Contributions through intermediaries for the purpose of concealing or misrepresenting the source of the Contribution; (iv) Primary Contractor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) makes or solicits 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 to any State or county party committee; (v) Primary Contractor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) engages or employs 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 Primary Contractor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) directly would violate the restrictions of P.L. 2005, c. 51; (vi) Primary Contractor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) funds Contributions made by third parties, including consultants, attorneys, family members, and employees; (vii) Primary Contractor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) engages in any exchange of Contributions to circumvent the intent of P.L. 2005, c. 51; (viii) Primary Contractor (or any of its principals, subsidiaries and political organizations included within the definition of Business Entity) directly or indirectly through or by any other person or means, does any act which would violate the restrictions of P.L. 2005, c. 51; or (ix) any material misrepresentation exists in any Political Campaign Contribution Certification and Disclosure which was delivered by Primary Contractor to the Authority in connection with this Agreement.

13.6 Primary Contractor hereby acknowledges and agrees that pursuant to P.L. 2005, c. 51, Primary Contractor shall have a continuing obligation to report to the Office of the State Treasurer, Political Campaign Contribution Review Unit of any Contributions it makes during the term of this Agreement. If after the effective date of this Agreement and before the entire Contract Price is paid by the Authority, any Contribution is made by Primary Contractor and the Treasurer of the State of New Jersey determines such

Contribution to be a conflict of interest in violation of P.L. 2005, c. 51, the Authority shall have the right to declare this Agreement to be in default.

14. General Conditions.

A. The Work shall be performed in a professional manner, in accordance with the standards generally expected or required within the profession and the Work shall also be performed in accordance with all applicable state, federal and local laws, rules, regulations and ordinances.

B. The Primary Contractor shall provide such reports, certificates, and documents as the Authority may reasonably require.

C. The Primary Contractor shall provide to the Authority, at Primary Contractor's expense, copies of all drawings, plans, cost estimates, design analyses, reports, schedules, charts, graphs and/or other documents required for the Project.

D. If the Authority or Primary Contractor observes or otherwise becomes aware of any fault or defect in the Project or nonconformance with any of the Contract Documents, prompt written notice thereof shall be given by the party discovering the defect to the other.

E. The Authority shall furnish all information available to the Authority, and reasonably required for the performance of the Work and shall render approvals and decisions as expeditiously as possible for the orderly progress of the Primary Contractor's services and of the Work.

F. The Primary Contractor shall comply with the affirmative action requirements set forth in the Law Against Discrimination, N.J.S.A. 10:5-31 et seq., and the regulations promulgated thereunder by the State Department of Treasury.

G. The Primary Contractor is required to comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 et seq., which are expressly included within the terms of this Contract, refer to "*Exhibit A*" annexed hereto and made a part hereof.

The Primary Contractor agrees that:

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 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.

H. In accordance with N.J.S.A. 52:32-44, the Authority is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury. Prior to contract award or authorization, the contractor shall provide the Authority with its proof of business registration and that of any named subcontractor(s).

Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized. During the course of contract performance:

(1) the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.

(2) the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.

(3) the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall 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, (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 Taxation at (609)292-6400. Form NJ-REG can be filed online at <http://www.state.nj.us/treasury/revenue/busregcert.shtml>.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, 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 proof of business registration not properly provided under a contract with a contracting agency.

I. In accordance with the requirements of N.J.S.A. 52:32-17 et seq. N.J.A.C. 17:13-1.2 et seq., and N.J.A.C. 17:14-1.2 et seq., as amended, the Authority is required to develop a set-aside plan for Small Businesses. The Primary Contractor agrees that, if awarded a contract based on this plan, it shall comply with all requirements of these provisions. If the Primary Contractor fails to comply with the requirements of these provisions, the Authority may declare this Contract void.

J. Pursuant to N.J.S.A. 52:34-13.2, all Work and all subcontractor services performed in connection with or as part of the Work shall be performed within the United States.

K. Pursuant to N.J.S.A. 52:15C-14(d), relevant records of private vendors or other persons entering into contracts with the Authority are subject to audit or review by the New Jersey Office of the State Comptroller. Therefore, the Primary Contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.

L. The Primary Contractor shall not disclose to any third party the contents of the information, reports, findings, analysis, surveys, drawings and creative elements generated or produced in performance of this Contract, or provide copies of same, without the prior written consent of the Authority, except where such information, reports, etc. are legally required by order of court or administrative agency, state or federal.

M. The Authority and the Primary Contractor, respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party of this Contract and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Contract. Neither the Authority nor the Primary Contractor shall assign, sublet, or transfer any interest in this Contract without the prior written consent of the other party.

N. Any notices required to be given under this Contract shall be mailed to:

New Jersey Economic Development Authority
PO Box 990
36 West State Street
Trenton, New Jersey 08625-0990
Attn: Designated Contract Manager

AND

PRIMARY CONTRACTOR NAME
Primary Contractor Street Address
Primary Contractor City, State, Zip Code
Attn: _____ - Title

O. To the extent that there is any conflict between the terms and conditions of the Primary Contractor's Proposal and the terms and conditions of the Contract and the Authority's RFP, the Contract and RFP shall control.

P. This Contract shall be construed under the laws of the State of New Jersey.

Q. The headings of the various paragraphs of this Contract are inserted for the convenience of reference only, and in no way define, describe or limit the scope or intent of this Contract or any of the provisions hereof, and shall not affect the interpretation of this Contract or any of the provisions hereof.

R. This Contract shall be construed without any presumptions against the drafter and shall be considered as though it were drafted cooperatively by both parties.

S. In the event that any portion of this Contract is found to be contrary to law and unenforceable; the validity of remaining covenants, agreements, terms and provisions contained in this Contract, shall be in no way affected, prejudiced or disturbed thereby.

T. This Contract constitutes the entire agreement between the parties. Any changes or amendments to the Contract must be in writing and signed by the Primary Contractor and an authorized representative of the Authority.

U. The parties hereto represent that they have the proper authority to sign on behalf of the entities entering this Contract and they fully intend for the Authority and Primary Contractor to be legally bound.

V. Pursuant to N.J.S.A. 54:49-19, and notwithstanding the provision of another 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 good 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 so much of that payment as shall be necessary to satisfy the indebtedness. The amount set-off shall not allow for the deduction of any expense or other deduction which might be attributable to the taxpayer partner or shareholder subsection of set-off under this Act. The Director of the Division of Taxation shall give notice of the set-off to the taxpayer, partner or shareholder and provide an opportunity for a hearing within (30) days of such notice under the procedures for protests established under N.J.S.A. 54:49-19. No request for conference, protest or subsequent appeal to the Tax Court from any protest shall stay the collection of the indebtedness.

This Contract for Integrity Oversight Monitor is entered into as of the day and year first written above.

ATTEST:

**NEW JERSEY ECONOMIC
DEVELOPMENT AUTHORITY**

By: _____
NAME:
Title:

TIMOTHY SULLIVAN
Chief Executive Officer

ATTEST:

PRIMARY CONTRACTOR NAME

By: _____
NAME:
Title:

By: _____
NAME:
Title:

**NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY
TASK ORDER REQUEST**

[Reference RFP #2022-RFP-144]

VENDOR NAME	
PROJECT TITLE	
DATE	
PROJECT SUMMARY	
DATE NEEDED	
NJEDA CONTACT (Name, Title, Address, E-mail & Telephone Number)	
<p>Cost Submission: Please provide a cost estimate for the above referenced project, in accordance with the Fee Schedule submitted for RFP #2022-RFP-IPM-144 – Integrity Oversight Monitor. By providing a cost estimate, the Vendor is certifying that there is no Conflict of Interest with the subject request. Within five (5) business days of confirmation of receipt of the TOR Request, the Vendor shall e-mail the Authority a TOR Vendor Response Form provided by the Authority. Each estimate must include a Not-to-Exceed amount and statement as such.</p>	
<p>WRITTEN NOTICE TO PROCEED MUST BE PROVIDED BY THE AUTHORITY BEFORE WORK ON THIS PROJECT MAY BEGIN.</p>	
PROJECT DESCRIPTION	
<p>* THIS SECTION SHALL BE COMPLETED BY THE AUTHORITY AND ISSUED SEPARATELY FOR EACH ENGAGEMENT AS DETAILED IN THE IOM RFP*</p>	
ADDITIONAL PARTIES TO RELY ON THE RESPONSE	

**NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY
TASK ORDER REQUEST
CONFLICT OF INTEREST CERTIFICATION STATEMENT**
[Reference RFP #2022-RFP-144]

I hereby certify that I am an authorized representative of the Vendor and can provide this Conflict of Interest Certification Statement on the Vendor's behalf.

I hereby certify and attest that to the best of my knowledge that the Vendor does not have a direct, familial, personal or monetary interest in the business entity, business site or project indicated below; nor does the Vendor or any employee, agent and/or representative of the Vendor currently have or have had any previous or existing personal or professional relationships with, interaction with, or done business with the project-specific business, site and/or with the current or previous owner(s). Further, neither Vendor nor any employee, agent and/or representative of the Vendor is now or has been employed by, or is a principal of, or is affiliated with the respective business, business sites, owner(s) or project involved with the Task Order Request (TOR) named below, in any manner.

To the best of my knowledge, neither the Vendor or any employee, agent or representative of the Vendor hold any ownership interest in the respective Task Order Request businesses or business sites which are the subject of the work to be performed, nor does Vendor under contract (other than the Authority Contract) to perform work or services, including representation for the same businesses or business sites referenced in the Task Order Request for the work to be performed.

During the performance of the work for the Task Order Request, should a conflict of interest arise, whether real or perceived, Vendor will immediately notify the New Jersey Economic Development Authority's Designated Contract Manager of the conflict and await the Authority's review and decision regarding Vendor's further participation.

I understand that, should a conflict exist, whether real or perceived, in the sole discretion of the Authority, Vendor shall immediately recuse itself from the work to be performed. In the event Vendor declines to complete and execute this Conflict of Interest Statement, Vendor understands that it will be removed from the work.

TASK ORDER REQUEST DETAILS:

RFP #

RFP Title

-
- Vendor hereby certifies and attests that, to the best of my knowledge, there is no conflict of interest, as indicated above, that would affect Vendor's ability to accurately, effectively and impartially perform the work required on the specific Task Order Request.
 - Vendor hereby recuses itself from participating in the performance of any work required on the specific Task Order Request for the following reasons:

Vendor Employee Name

Title

Vendor Employee Signature

Date

Vendor Contract Manager Name

Title

Vendor Contract Manager Signature

Date

**NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY
TASK ORDER REQUEST - VENDOR RESPONSE FORM**

[Reference RFP #2022-RFP-144]

TASK ORDER REQUEST # _____

The undersigned, having familiarized himself/herself with the conditions affecting the cost of the work and with the Authority Contract documents agrees to furnish all mobilization, insurances, labor, materials and services, and perform all work as described in the Contract documents, per the rates included in the Fee Schedule. The Contractor is responsible for verifying and estimating all quantities for providing the prices.

CONTRACTOR NAME			
PROJECT SUMMARY			
STANDARDIZED POSITIONS/TITLES	HOURLY RATES	NUMBER OF HOURS	PRICE
Senior Executive / Manager			
Mid-Level Manager			
Low-level (or similar title)			
Administrative/Support Staff			
TOTAL PRICE			
<p>Contractor agrees as follows: Project completion shall be consistent with the dates outlined on the Task Order Request. Scheduling of all work shall be coordinated with the Authority. Consultant represents that there is no conflict of interest in the performance of this Task Order Request. The Authority is a tax-exempt organization: Federal 222045817, State 690221644.</p>			

Respectfully submitted,

Name of Firm

Name of Individual

Signature & Title

Date



STATE OF NEW JERSEY RIDER FOR PURCHASES FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS
(REVISED 11/12/2020)

The provisions set forth in this Rider apply to all contracts funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

I. 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.

II. 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.

III. 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."

IV. 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.

V. 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.

VI. 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.

VII. 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.

VIII. 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.

IX. 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.

X. 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.

XI. 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.

**Integrity Monitor Report
Category 3**

Integrity Monitor Firm Name: [Type Here]
Quarter Ending: [MM/DD/YYYY]
Expected Engagement End Date: [MM/DD/YYYY]

A. General Info

1. Recovery Program Participant:

[Type Here]

2. Federal Funding Source (e.g. CARES, HUD, FEMA, ARPA):

[Type Here]

3. State Funding Source (if applicable):

[Type Here]

4. Deadline for Use of State or Federal Funding by Recovery Program Participant:

[Type Here]

5. Accountability Officer:

[Type Here]

6. Program(s) under Review/Subject to Engagement:

[Type Here]

7. Brief Description, Purpose, and Rationale of Integrity Monitor Project/Program:

[Type Here]

8. Amount Allocated to Program(s) under Review:

[Type Here]

9. Amount Expended by Recovery Program Participant to Date on Program(s) under Review:

**Integrity Monitor Report
Category 3**

[Type Here]

10. Amount Provided to Other State or Local Entities:

[Type Here]

11. Completion Status of Program (e.g. planning phase, application review, post-payment):

[Type Here]

12. Completion Status of Integrity Monitor Engagement:

[Type Here]

B. Monitoring Activities

13. If FEMA funded, brief description of the status of the project worksheet and its support:

a) IM Response

[Type Here]

b) Recovery Program Participant Comments

[Type Here]

14. Description of the services provided to the Recovery Program Participant during the quarter (i.e. activities conducted, such as meetings, document review, staff training, etc.):

a) IM Response

[Type Here]

b) Recovery Program Participant Comments

[Type Here]

**Integrity Monitor Report
Category 3**

15. Description to confirm appropriate data/information has been provided by the Recovery Program Participant and description of activities taken to review the project/program:

a) IM Response

[Type Here]

b) Recovery Program Participant Comments

[Type Here]

16. Description of quarterly auditing activities conducted to ensure procurement compliance with terms and conditions of contracts and agreements:

a) IM Response

[Type Here]

b) Recovery Program Participant Comments

[Type Here]

17. If payment documentation in connection with the contract/program has been reviewed, provide description.

a) IM Response

[Type Here]

b) Recovery Program Participant Comments

[Type Here]

18. Description of quarterly activity to prevent and detect waste, fraud, and/or abuse:

a) IM Response

[Type Here]

b) Recovery Program Participant Comments

**Integrity Monitor Report
Category 3**

[Type Here]

19. Details of any integrity issues/findings, including findings of waste, fraud, and/or abuse:

a) IM Response

[Type Here]

b) Recovery Program Participant Comments

[Type Here]

20. Details of any other items of note that have occurred in the past quarter:

a) IM Response

[Type Here]

b) Recovery Program Participant Comments

[Type Here]

21. Details of any actions taken to remediate waste, fraud, and/or abuse noted in past quarters:

a) IM Response

[Type Here]

b) Recovery Program Participant Comments

[Type Here]

C. Miscellaneous

22. List of hours (by employee) and expenses incurred to perform quarterly integrity monitoring review:

a) IM Response

**Integrity Monitor Report
Category 3**

[Type Here]

b) Recovery Program Participant Comments

[Type Here]

23. Add any item, issue, or comment not covered in previous sections but deemed pertinent to monitoring program:

a) IM Response

[Type Here]

b) Recovery Program Participant Comments

[Type Here]

Name of Integrity Monitor:	[Type Here]
Name of Report Preparer:	[Type Here]
Signature:	[Sign Here]
Date:	[MM/DD/YYYY]

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

Principal State departments, agencies and independent State authorities must include the following notice in any solicitation:

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 [RFP/RFQ] is subject to the requirements of Executive Order No. 166. Accordingly, the OSC will post a copy of the contract, including the [RFP/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.

EO166 - COVID-19 Posting (Rev 07-21-20)

RFQ/P - SIGNATORY PAGE

New Jersey Economic
Development Authority (NJEDA)
IPM - Procurement
36 West State Street - 4th Floor
Trenton, New Jersey 08625-0990

RFQ/P #:

RFQ/P- Title:

Contract Term:

Small Business Set-Aside RFQ/P

(To be completed by the Proposer)

THIS FORM MUST BE SIGNED, COMPLETED AND INCLUDED WITH THE PROPOSOR'S RFQ PROPOSAL OTHERWISE, THE RFQ/P PROPOSAL WILL BE DEEMED NON-RESPONSIVE AND NOT ELIGIBLE FOR A CONTRACT AWARD.

Firm Name:	<input type="text"/>	Phone Number:	<input type="text"/>
Address:	<input type="text"/>	Fax Number:	<input type="text"/>
City, State, ZIP:	<input type="text"/>	Authorized Signature:	<input type="text"/>
FEIN:	<input type="text"/>	Printed Name:	<input type="text"/>
E-Mail Address:	<input type="text"/>	Title:	<input type="text"/>

By signing & submitting this Proposal, the Proposer certifies and confirms that:

1. Neither the Proposer, nor its representatives, agents or lobbyists have initiated any inappropriate contact with any NJEDA employee during the procurement to attempt to affect the bidding process and shall not do so after submission of its Proposal;
2. The Proposer has read, understands, and agrees to ALL terms, conditions, and specifications set forth in the RFQ/P, including but not limited to all Q&A, Addenda, Fee Schedule(s) and the submittal and completion of all forms, certifications, registrations and other documents required in this RFQ/P.
3. The Proposer has sufficient resources, legal capacity & authority to provide the goods and/or service(s) identified herein and is willing to be bound to said Proposal. The Firm agrees to hold prices firm for a period of ninety (90) days to accommodate the Authority's evaluation & award process and any resulting contract (signed by an authorized company representative);
4. A defaulting Contractor may also be liable, at the option of the NJEDA, for the difference between the Contract price and the price bid by an alternate vendor of the goods or services, in addition to other remedies available; and
5. By signing and submitting this Proposal, the Proposer consents to receipt of any and all documents related to this RFQ/P and the resulting Contract by electronic medium and facsimile.
6. Proposer acknowledges that Proposer has the option to submit this form with an electronic signature in a form acceptable to the Authority or with a wet ink signature. If Proposer submits an electronic signature on this form, the Proposer agrees to be bound by the electronic signature and to accept this Contract in an electronic format. If Proposer submits a wet ink signature on this form, the Proposer is asserting that they will not be bound by electronic signatures.

ADDITIONAL VENDOR {BIDDER} REQUIREMENTS *(For NJEDA Use Only)*

<input type="checkbox"/> Bid Security	Amount: <input type="text"/>	<input type="checkbox"/> Payment Security	Amount: <input type="text"/>
<input type="checkbox"/> Performance Security	Amount: <input type="text"/>	<input type="checkbox"/> Retainage	Percentage: <input type="text"/>

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.

CONTRACT AWARD *(For NJEDA Use Only)*

The Firm is being awarded a contract, in accordance with the Proposer submitted proposal, identified as Exhibit A, Contract for Professional Services, per the above referenced RFQ/P response. Please accept, sign and return the attached Contract, to the NJEDA. Upon receipt of the signed contract by an authorized representative of the firm, the NJEDA will sign and return a fully executed copy to the Contractor, per the Contract Effective date indicated below, to begin providing the goods, products, and/or services identified herein, thus constituting a Contract with the NJEDA.

Purchase Order Number:

Contract Award Date: Contract Term & Extension Options:

Contract Effective and Expiration Date:

NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

**REQUEST FOR PROPOSALS
FOR
INTEGRITY OVERSIGHT MONITOR
(Reference RFP #2022-RFP-144)**

DATE: September 1, 2022

ADDENDUM No. 1

The following constitutes an Addendum, which can be a Clarification and/or Modification to the above-referenced solicitation. This Addendum is divided as follows:

- Part 1: Answers to Questions Submitted
- Part 2: Additions, Deletions, Clarifications and Modifications to the RFP

Part 1: Answers to Questions Submitted		
No	Question	Answer
1.	Answers to Questions that were timely received prior to the August 26, 2022 deadline to be provided via Addendum no. 2.	
Part 2: Additions, Deletions, Clarifications & Modifications to the RFP		
No.	Description	Clarification/ Modification
1.	Currently, as set forth on the RFP page 1, Section 1.3.4 and Section 1.3.6.3, the Addendum is to be posted on or about September 1, 2022. As the deadline for proposal submissions is September 13, 2022 on or before 2:00 p.m. ET.	The Authority is extending the date for the posting of the Addendum from September 1, 2022 to on or about September 8, 2022, (if not earlier). As the proposal submission deadline has been extended from September 13, 2022 to September 20, 2022 on or before 2:00 p.m. ET.
2.	RFP Section 3.1 – EO No. 271 (Murphy 2021). Provisions addresses “Covered Contractor Requirements” in Section 3.1.1 and “Covered Contractor’s Reporting” in Section 3.1.2.	As Governor Murphy has issued EO No. 302 (Murphy 2022), that repeals EO NO. 271 effective September 1, 2022, this provision is no longer required. As such, the language shall be deemed to have been stricken and deleted for submission purposes.

3.	RFP Section 4.2.3.17 provides for the Certification for EO No. 271 – COVID-19 Vaccine. This section provided that state contractors that provide services at any state or NJEDA agency location that their staff needed to be fully vaccinated or undergo weekly testing.	See answer to question 2 in Part 2. As EO No 302 has repealed EO No. 271, this requirement is no longer required and shall be deemed to have stricken for submission purposes.
4.	RFP Section 5.17 provided for the form of compensation and invoicing and payment. Provision (C) addressed certain requirements in relation to EO No. 271.	See answer to question 2 and 3 above. As EO No. 271 has been repealed this requirement is no longer required and shall be deemed to be removed.

NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY

**REQUEST FOR PROPOSALS
FOR
INTEGRITY OVERSIGHT MONITOR
(Reference RFP #2022-RFP-144)**

September 12, 2022

ADDENDUM #2

The following constitutes an Addendum, which can be a Clarification and/or Modification to the above-referenced solicitation. This Addendum is divided as follows:

- Part 1: Answers to Questions Submitted
- Part 2: Additions, Deletions, Clarifications and Modifications to the RFP

Part 1: Answers to Questions Submitted		
No	Question	Answer
1.	Page 1 Would the Authority consider a change in the procurement schedule to allow for 15 business days between release of Q&A and the submission date?	Pursuant to Addendum no. 1, the Authority extended the proposal submission deadline from September 13, 2022 to September 20, 2022.
2.	Page 5 - Section 1.1 The Authority introduces the potential extension options. Should either the Primary or Secondary vendor not be afforded an extension, would the remaining vendor then take on sole contractor responsibilities?	The Authority envisions that it will likely exercise the extension option(s) for both the Primary and Secondary vendors barring unforeseen circumstances.
3.	Page 1 This is not a Small Business Set-Aside; however, will NJEDA consider awarding to a Small Business or a Small Disadvantaged Business?	Yes. Although this is not a Small Business Set-Aside, the Authority may award to a Small Business or a Small Disadvantaged Business and encourages such businesses to respond. The proposal submissions shall be evaluated based upon the evaluation criteria as set forth in Section 6.7 and awarded pursuant to the terms of the RFP.
4.	Page 1	Although there are no mandatory MWBE or Veteran-Owned goals

	<p>Please confirm whether there are no MWBE or Veteran-Owned goals, requirements or expectations for this proposal?</p>	<p>set forth in the RFP, the Authority encourages participation from same.</p>
<p>5.</p>	<p>Page 5 – Section 1.1</p> <p>What are the actual-to-date and anticipated total amount of COVID-19 Recovery Fund expenditures subject to monitorship by the IOM?</p>	<p>The NJEDA has received COVID-19 Recovery Funds from several sources. For example, it received and administered approximately \$337 million in Coronavirus Relief Funds (none of which will be subject of monitoring under this contract). It also received \$235 million in appropriations from the State General Fund (\$25 million of which will be subject to monitoring under this contract).</p> <p>To date, the NJEDA has received \$137 million in Coronavirus State Fiscal Recovery Funds (CSFRF). It anticipates receiving approximately \$242M in additional CSFRF. Additionally, it has applied for \$255 million in funding through the State Small Business Credit Initiative (SSBCI) program and anticipates receiving that funding starting in late 2022.</p> <p>NJEDA currently estimates and anticipates the need for an IOM for thirteen (13) programs, each of which is valued at over \$20 million.</p>
<p>6.</p>	<p>Page 5 – Section 1.1</p> <p>What is the actual or anticipated total budget of all of COVID-19 Recovery Programs that the IOM will monitor?</p>	<p>NJEDA estimates that the IOM will monitor approximately \$525 million. However, this number is not guaranteed and is subject to both increase or decrease.</p>
<p>7.</p>	<p>Section 1.1</p>	<p>The intent of this RFP is to award one (1) one primary, and one (1) secondary contract for one (1)</p>

	<p>What is the anticipated percentage of this contract that will be allocated to the Primary awardee and the Secondary awardee?</p>	<p>year with two (2), one (1) year extension options, if deemed necessary by the Authority and dependent upon funding, to the responsible Proposer(s) whose Proposal(s), conforming to this RFP are most advantageous to the Authority, price and other factors considered.</p> <p>For all COVID-19 Recovery programs valued at \$20 million or more, the task order requests will be provided to the Primary and Secondary awardees who will provide responses and pricing; and will be evaluated and awarded accordingly.</p> <p>For all other programs, the task order request will be provided to the Primary Contractor. In the event there is a conflict with the Primary Contractor, the task order will be provided to the Secondary Contractor.</p> <p>At this time, the Authority is uncertain as to the percentage and allocation of the TORs.</p>
<p>8.</p>	<p>Page 6 – Section 1.2.1</p> <p>What kinds of goods and services were obtained through the expenditure of COVID-19 Recovery Funds that the IOM will monitor?</p>	<p>To date the NJEDA has used COVID-19 Recovery Funds for a variety of grant and loan programs to support primarily small businesses. An overview of NJEDA’s current programs is available on our website https://www.njeda.com/</p> <p>Limited funding was used for certain services, including temporary employees and to procure marketing services.</p>
<p>9.</p>	<p>Page 6 – Section 1.2.1</p> <p>Will the IOM be performing both 1) “look-back,” or retrospective monitoring of COVID-19 Recovery Fund expenditures and COVID-19 Recovery Programs and also 2)</p>	<p>The IOM will be performing both. It is anticipated that the IPM will perform a retrospective monitoring of COVID-19</p>

	ongoing, or prospective monitoring of COVID-19 Recovery Fund expenditures and COVID-19 Recovery Program activities as they are taking place?	Recovery Fund expenditures and COVID-19 Recovery Programs; as well prospective monitoring of said expenditures and activities.
10.	<p>Section 1.4.5</p> <p>Will proposers be advised of how they can attend (in person or remotely) the public announcement of proposals received?</p>	<p>Please review RFP, page 1 and Section 1.3.4, and 1.4.5 and related sections.</p> <p>On the date and time Proposals are due under the RFP, only the names and addresses of the Proposer(s) submitting Proposals will be publicly announced and the contents of the Proposals shall remain proprietary and/or confidential, pursuant to Negotiation and Best and Final Offer (BAFO) Section 6.8, until the Conditional/Notice of Intent to Award is issued.</p> <p>As set forth therein, the bid opening shall be conducted on September 13, 2022 at 2:00 PM ET at the NJEDA headquarters located at 36 West State Street, Trenton, New Jersey.</p>
11.	<p>Page 12 – Section 1.4.8</p> <p>Since the subcontractors that might be needed (commercial lending, economic development, and engineering) will be part of the task orders instead of the fee schedule associated with the assessment of the authority, are you expecting the subcontractor utilization forms to be submitted as part of this proposal or with the task orders as the services of the subcontractors are required?</p>	<p>The subcontractor utilization form is to be provided with the proposal. This form is to be updated as applicable during the term of the contract and/or any extensions and the task order requests.</p>
12.	<p>Section 1.4.8</p> <p>If a Proposer is using sub-consultants, can the Proposer provide a mark-up on rates for the sub-consultants?</p>	<p>Mark-up on rates are not permitted under this contract. Rates are to be fully inclusive, and should include all costs, including accounting for sub-consultants. In regards to the pricing inquiry, please see RFP Section 4.2.2 pertaining to the</p>

		<p>Fee Schedule and the Fee Schedule itself.</p> <p>Note: Failure to submit hourly rate pricing or altering the format of the Fee Schedule will result in the proposal being considered nonresponsive. Merely attaching the Proposer’s billing schedule or price list is not acceptable.</p> <p>For each TOR, the Contractor will be asked to submit a not-to-exceed total price, based on the All-inclusive Hourly Rates specified on the Fee Schedule for the Position/Title listed and the total number of hours each Position/Title will require to complete the services. Billing will be based on actual hours expended on a given project, as provided on the TOR.</p>
13.	<p>Page 18 – Section 3.1.1</p> <p>Is the COVID vaccine mandate only applicable to personnel working at state facilities? Are personnel visiting state facilities required to prove vaccination or proof of negative test? This question is to validate our interpretation of EO271, page 7.</p>	<p>Governor Phil Murphy previously issued Executive Order 271 (EO 271) that addressed COVID-19 vaccination and/or testing of personnel working at State facilities.</p> <p>Governor Murphy has recently issued Executive Order 302 that repeals EO 271 effective September 1, 2022.</p> <p>Please see Part 2 of this Addendum that confirms modification of this RFP with the removal of any applicable EO271 requirements.</p>
14.	<p>Page 18</p> <p>Does NJEDA have a comprehensive list of grant programs that need to be monitored?</p>	<p>NJEDA estimates and anticipates needing a monitor for about thirteen (13) programs, each of which is valued over \$20 million, including:</p>

		<ul style="list-style-type: none"> • Commuter and Transit Bus Private Carrier Pandemic Relief and Job Program • Child Care Facilities Improvement Program Pilot Program • Child Care Facilities Fund • Startup Business and Nonprofit Assistance Program • University Hospital • Maternal and Infant Health Center Capital • Real Estate Projects Fund - Property Assemblage • 6 proposed programs to be funded through the State Small Business Credit Initiative Programs. <p>A monitor may also be needed for the third phase of the Sustain and Serve NJ program.</p>
15.	<p>Page 18 – Section 3.2</p> <p>In addition to Coronavirus State Fiscal Recovery Funds, State Small Business Credit Initiative funding, and the United States Economic Development Administration, what Government programs have provided/ are providing COVID-19 Recovery Fund expenditures that the IOM will monitor?</p>	See answer to 5 above.
16.	<p>Section 3.2</p> <p>What is the estimated total value of programs subject to review and the estimated value per program?</p>	See answers to 5 and 6 above.
17.	<p>Page 19 – Section 3.3.1</p> <p>What data management systems/programs does EDA currently use to collect, conduct and reporting compliance and anti-fraud analytics?</p>	The NJEDA performs cross-checks with State of New Jersey agencies including but not limited to the Division of Taxation (Treasury), the Division of Revenue (Treasury), and the Department of Labor. These cross-checks help identify whether an applicant meets the Program’s specifications.

		<p>MS CRM system is used to review applications and analyze data, trends, and produce reports, which range from approvals to suspected fraud.</p> <p>Additionally, the NJEDA has an Information Sharing Memorandum of Understanding with other State agencies and authorities that administer COVID-19 Recovery Funds, and maintains a shared database to ensure no duplication of benefits.</p>
18.	<p>Page 19 – Section 3.3.1</p> <p>How often does the Authority anticipate on-site monitoring visits will be required?</p>	<p>At this time, the Authority cannot estimate how often on-site monitoring visits will be required. Site monitoring visits will depend on the specific program and related needs.</p> <p>However, it is anticipated that most of the work can be done remotely.</p>
19.	<p>Page 19 – Section 3.3.1</p> <p>Can you please confirm what professional specialties NJEDA requires from the Contractor, if there are any beyond commercial lending, economic development incentive structuring, and engineering?</p>	<p>Professional specialties include but are not limited to commercial lending, economic development incentive structuring and engineering. It is further recommended that vendors review the RFP and the mission of the New Jersey Economic Development Authority.</p>
20.	<p>Page 18-19 – Section 3.3.1</p> <p>It appears the tasks listed starting on page 18 up to the table “Category 3: Integrity Monitoring / Anti-Fraud” are the ones that should be used to generate the fee schedule to present with the RFP response/proposal. Is this correct? The Category 3 tasks appear to apply to the task orders which will be priced individually (using the same rates included in the fee schedule with the proposal).</p>	<p>Correct. Those tasks are the ones that should be used to generate the fee schedule to present with the proposal submission.</p>
21.	<p>Page 19 – Section 3.3.1</p>	

	<p>For a specific task order that would require the “ability to provide integrity monitoring services for professional specialties such as engineering and structural integrity services, etc.,” we may find it necessary to use a consultant or subject matter expert.</p> <p>It seems reasonable that a subcontractor would be identified at the time of the individual task order (as opposed to including details of that relationship as part of this proposal). Therefore, is it acceptable that a subcontractor related to integrity monitoring services for professional specialties be named as part of a task order rather than included with this proposal? Or does the Authority expect a full list of expected subcontractors at this time?</p>	<p>The subcontractor utilization form should provide a list of the currently expected subcontractors. During the course of the contract in the event there is a need for an additionally unnamed subcontractor, the subcontractor utilization form is to be updated and provided to the Authority for review.</p>
22.	<p>Page 19 – Section 3.3.1</p> <p>Can the Authority elaborate on why engineering and structural integrity services would be unique compared to other professional services mentioned?</p>	<p>NJEDA does not currently anticipate the need for engineering and structural integrity services. These services were mentioned for the sake of completeness similar to September 11, 2020 Request for Quotation for Integrity Oversight Monitoring: Program and Performance Monitoring, Financial Monitoring and Grant Management and Anti- Fraud Monitoring for Coronavirus Relief Funds pursuant to Section 5001 of the Coronavirus Aid, Relief, and Economic Security (CARES) Act COVID-19 Recovery Funds and Programs (issued by NJ Department of the Treasury).</p>
23.	<p>Page 19-20 – Section 3.3.1</p> <p>Regarding conditions that require onsite monitoring, can the Agency please provide:</p> <p>A) The actual and anticipated number of sites subject to monitorship?</p> <p>B) A risk profile of the population that one could use to make a determination of the order of magnitude of site visits required?</p>	<p>On-site monitoring is not currently expected unless recommended by the IOM due to conditions or performance issues that are found which could be mitigated by on-site monitoring.</p>
24.	<p>Section 3.3.1</p>	<p>See answer to 14 above.</p>

	<p>Can you provide metrics to standardize the bidding process either by providing a number of programs to monitor (greater than and less than \$20 Million) or an estimate of the quantity of hours required for this engagement on a monthly basis?</p> <p>Based on our review of prior quarterly reports, it seems that prior contractors billed between 100 hours and 4,000 hours per quarter.</p>	<p>The NJEDA's prior integrity oversight monitor billed an average of 237 hours per quarter.</p>
25.	<p>Section 3.3.1</p> <p>Will the Proposer have direct access to application data that can be used to upload into the Proposer's proprietary data analytics programs for the purpose of conducting the initial risk assessment?</p>	<p>Yes. Proposer shall have direct read-only access to application data under certain parameters and safeguards. Please see RFP requirements and contract terms.</p>
26.	<p>Section 3.3.1</p> <p>Does the NJEDA require a specific percentage of grants and expenditures to be reviewed or is that population resultant from the Proposer's risk assessment? If the EDA requires a specific percentage, please provide that number.</p>	<p>The NJEDA does not require a specific percentage of grants and expenditures to be reviewed. Rather will be dependent on the population based upon the Proposer's risk assessment and in discussion with appropriate Authority staff.</p>
27.	<p>Please clarify who the recipients of the grants are. Are they business, individuals, agencies, municipalities, etc.?</p>	<p>Grant recipients may include but are not limited to businesses, individuals, agencies and/or municipalities.</p> <p>Recipients may also include other governmental entities and/or non-profit entities.</p>
28.	<p>Page 18-20 – Section 3.3.1</p> <p>Please estimate the total number of hours, or an approximate range of hours anticipated to be incurred by the Integrity Oversight Monitor ("IOM") in the performance of the Tasks included in the RFP, Section 3.3.1.</p>	<p>Vendor is to review the RFP and make a reasonable assessment and determination in order to estimate the number of hours to be incurred by the IOM.</p>
29.	<p>Page 18-20 – Section 3.3.1</p> <p>Similarly, if the total number of hours is unable to be estimated, please provide any additional details regarding the expected size of the Integrity Oversight Monitor Team, including all contractors and subcontractors, that would be</p>	<p>Please see answer to question 24 and 28.</p> <p>Vendor is to assess and make a reasonable determination as to</p>

	<p>expected to provide integrity monitoring/anti-fraud and supporting services.</p>	<p>the size of the IOM team that it would expect to provide integrity monitoring/anti-fraud and supporting services.</p>
<p>30.</p>	<p>Page 18-19 – Section 3.3.1</p> <p>If the total number of hours or team size is unable to be estimated, for any of the following minimum Tasks (Section 3.3.1), please provide any additional details, such as estimated number of hours incurred, or estimated % of the total budget expected to be used for each.</p> <ul style="list-style-type: none"> • Initial program risk assessments (see template in references); • Ongoing program risk assessments; • Evaluation of program performance; • Evaluation of internal controls associated with the Authority’s financial management, cash management, acquisition management, property management, and records management capabilities; • Validation of compliance with sub-grant award agreements, general terms and special conditions; • Review of written documents, such as quarterly financial and performance reports, recent audit results, documented communications with the State, prior monitoring reports, pertinent performance data, and other documents or reports, as appropriate; • Interviews of Authority staff, as well as the constituents they serve, to determine whether program objectives are being met in an efficient, effective, and economical manner; • Sample eligibility determinations and denials of applications for funding; • Review of specific files to become familiar with the progression of the disbursement of funds in a particular program, i.e., are actual expenditures consistent with planned expenditure and is the full scope of services listed in the project work plan being accomplished at the same rate of actual and planned expenditures; • Ensuring that the Authority is retaining appropriate documentation, based on Federal and State regulations and guidance, to support fund disbursement; • Following up with questions regarding specific funding decisions, and review decisions related to emergency situations; • Facilitating the exchange of ideas and promotion of operational efficiency; • Identifying present and future needs; and 	<p>Please see answers to questions 28 and 29.</p>

	<ul style="list-style-type: none"> • Promotion of cooperation and communication among Integrity Monitors engaged by other Recovery Program Participants (e.g., to guard against duplication of benefits). • Supporting services including analysis of internal processes in support of Federal compliance and efficient and effective delivery of programs. 	
31.	<p>Page 19-20 – Section 3.3.1</p> <p>Please confirm whether on-site monitoring visits will be conducted only if the IOM finds:</p> <ul style="list-style-type: none"> • Non-compliance with reporting requirements; • Problems identified in quarterly progress or financial reports; • A history of unsatisfactory performance; • Unresponsiveness to requests for information; • High-risk designation; • A failure by the Authority to follow-up on prior monitoring findings; and • Allegations of misuse of funds or receipt of complaints 	<p>While the NJEDA cannot limit itself to a specific circumstance, NJEDA can agree that on-site visits are not currently anticipated but for similar conditions to those identified here.</p>
32.	<p>Page 19-20 – Section 3.3.1</p> <p>If numerous on-site monitoring visits end up being required as a result of identification of the above factors, will there be an opportunity for the IOM to request an adjustment to the budget accordingly?</p>	<p>Please see answers to questions 18 and 23 pertaining to on site visits and the anticipation that most of work will be able to be done remotely.</p> <p>Please also see RFP Section 4.2.2 pertaining to the Fee Schedule and the Fee Schedule itself. Note: Failure to submit hourly rate pricing or altering the format of the Fee Schedule will result in the proposal being considered nonresponsive. Merely attaching the Proposer’s billing schedule or price list is not acceptable.</p> <p>For each TOR, the Contractor will be asked to submit a not-to-exceed total price, based on the All-inclusive Hourly Rates specified on the Fee Schedule for the Position/Title listed and the total number of hours each Position/Title will require to complete the services. Billing will be based on actual hours</p>

		expended on a given project, as provided on the TOR.
33.	<p>Page 20 – Section 3.3.2</p> <p>Please confirm that the Reporting function (Quarterly and Additional) should be included in the initial fee schedule. Should the initial fee schedule include just the costs for the first year’s meetings and not the option years?</p>	<p>Please see answer to question 32. Please review the RFP Section 4.4.2 and the Fee Schedule.</p>
34.	<p>Page 21 – Section 3.5 – Litigation Services</p> <p>Will litigation support be billable separately as needed, or should that support be built into the fee schedule for the RFP and/or task orders?</p>	<p>Please see answer to question 32.</p> <p>However, NJEDA does not currently anticipate the need for litigation support. These services were mentioned for the sake of completeness similar to September 11, 2020 Request for Quotation for Integrity Oversight Monitoring: Program and Performance Monitoring, Financial Monitoring and Grant Management and Anti- Fraud Monitoring for Coronavirus Relief Funds pursuant to Section 5001 of the Coronavirus Aid, Relief, and Economic Security (CARES) Act COVID-19 Recovery Funds and Programs (issued by NJ Department of the Treasury).</p>
35.	<p>Page 21 - Section 3.5 - Litigation Services</p> <p>Would NJEDA agree to the following changes in RFP Section 3.5, in order to clarify that the services to be provided would be related to an indemnification obligation?</p> <p>In furtherance of the Contract and its indemnification provision, the Contractor shall, at its own cost, fully cooperate with the State and provide all documentation and/or working papers necessary to represent and defend the State and any of its political subdivisions at its own cost, in any matter before any federal, state or local regulatory agency if any agency files a proceeding against the NJEDA resulting from the Contractor’s indemnification obligations hereunder.</p>	<p>The NJEDA is not willing to consider or accept the requested modifications.</p>

	<p>Litigation Services related to the indemnification provisions of this procurement shall include a full range of litigation support services applicable to the nature of the Contract, including without limitation, expert witness testimony, strategy development, document discovery, deposition assistance, arbitration consulting, computation of damages, and preparation of trial exhibits</p>	
36.	<p>Section 3.6</p> <p>Are the required reviews to be conducted on funds already disbursed, current/future funds pending approval or both?</p>	<p>Both. The required reviews are to be conducted on both funds that have already been disbursed as well as current and/or future funds.</p>
37.	<p>Page 21 - Section 3.6 – Engagement / Task Order Requests</p> <p>Are funds that are subject to review under this RFP disbursed at the state, county or town level?</p>	<p>The NJEDA is an authority of the State of New Jersey. Funds subject to review are disbursed by the NJEDA and may be disbursed to other State, county and/or municipal entities as well as businesses, non-profits and individuals.</p>
38.	<p>Section 3.6</p> <p>How many Task Order Requests does NJEDA anticipate issuing for programs in excess of \$20 million?</p>	<p>Please see answer to question 14. In addition, at this time, NJEDA estimates issuing a task order request to monitor thirteen (13) programs valued at over \$20M.</p>
39.	<p>Section 3.6</p> <p>How many Task Order Requests does NJ EDA anticipate issuing for programs less than \$20 million?</p>	<p>At this time, the NJEDA is unable to anticipate how many Task Order Requests will be issued for programs less than \$20 million.</p>
40.	<p>Section 3.6</p> <p>What is the estimated or typical lead time between when the Task Order Requests will be issued and when the work will commence on any particular grant?</p>	<p>The Authority cannot anticipate the precise lead time between when the Task Order Requests will be issued and when the work will commence. It will be contingent upon the specific of the Task Order. However, the Authority will provide all</p>

		appropriate and reasonable time to the vendor between the Task Order Request issuance and the commencement of the work.
41.	<p>Section 3.6</p> <p>Are there mechanisms in place to check for duplication of benefits? (i.e. is there a central database for the State of New Jersey that contains information pertaining to all benefit distribution for all State agencies, counties, municipalities, townships and districts)</p>	Please see answer to question 17. NJEDA maintains a database for all State agencies and authorities but is unaware of a central database that encompasses all counties, municipalities, townships and districts.
42.	<p>Page 22 – Section 3.6</p> <p>How many current projects are there and how many are anticipated for Future/Planned programs?</p>	See answer to question 14 above.
43.	<p>Page 22 - Section 3.6</p> <p>The Authority list five Federally funded COVID-19 Recovery programs. At this time, is there a complete list of potential programs that can be added during the contract term?</p>	See answer to question 14 above.
44.	<p>Page 22 - Section 3.6</p> <p>Can you please provide additional information as to the total amount awarded and timeline of funds usability for the following current and future/planned grants:</p> <p>Current Programs</p> <ul style="list-style-type: none"> a. NJEDA Small Business Emergency Assistance Loan Program – Phase II (USEDA) b. Private Carrier (CSFRF) <p>Future Planned Programs</p> <ul style="list-style-type: none"> a. NJEDA Child Care Revitalization Fund (CSFRF) b. NJEDA Sustain and Serve NJ Program – Phase 3 (CSFRF) c. SSBCI programs 	<p>Please see answer to question 14 above.</p> <p>The NJEDA received \$11 million from the U.S. Economic Development Administration for its <i>Small Business Emergency Assistance Loan Program – Phase II</i> program but does not currently anticipate the need for monitoring for this program.</p> <p>The NJEDA anticipates receiving a total of \$25,625,000 in CSFRF for its <i>Commuter and Transit Bus Private Carrier Pandemic Relief and Job Program</i>. <u>It has already received applications</u> and anticipates approving eligible applications and funding grants during 2022. Program eligibility</p>

		<p>requirements are available on NJEDA's website.</p> <p>The NJEDA anticipates receiving \$30 million in CSFRF for its <i>Child Care Revitalization Fund</i>. Information about <i>Child Care Facilities Improvement Pilot Program – Phase 1</i> is available on NJEDA's website.</p> <p>The NJEDA anticipates receiving a total of \$53 million in funding (CRF, CSFRF and State General Funds) for its <i>Sustain and Serve NJ Program</i>. Monitoring may be needed for Phase 3 of that program (to which approx. \$18 million is currently allocated).</p> <p>The NJEDA has applied for \$255 million in funding through the State Small Business Credit Initiative (SSBCI) program and anticipates receiving that funding starting in late 2022. The NJEDA proposes to allocate that funding among six (6) different programs:</p> <ul style="list-style-type: none"> • Angel Match Program • SEDI Seed Fund • Life Science Investment • Clean Energy Business Financing • Recovery Loan Loss • Blended Capital Investment
45.	Are there existing internal Risk methodology/Assessments that should be considered?	This RFP anticipates that the awardee(s) will conduct risk assessments.
46.	<p>Page 22 – Section 3.6.C</p> <p>For future/planned programs, how does EDA intend to use the Coronavirus State Fiscal Recovery Funds (CSFRF), for example: COVID-19 Mitigation & Prevention, Community Violence Interventions, Behavioral Health, Assistance to small businesses, Assistance to Households, etc.?</p>	See answer to question 14 above. Information for current programs is available on the Authority website.

	Same for the State Small Business Credit Initiative (SSBCI) funding; United States Economic Development Administration (USEDA); and Other Federal Agency for this purpose and subject to an Integrity Oversight Monitoring requirement?	
47.	Page 22, Section 3.6.C How many projects are linked to CSFRF, SSBCI, USED A funds?	See answer to question 14.
48.	Page 23 - Section 3.7 The Authority introduces some general guidance for the preparation of proposal and potential work. Outside of this information, how has the Authority been measuring and monitoring the performance their COVID-19 Recovery programs to date? Are there any additional state-specific guidelines that bidders should be aware of?	NJEDA had a prior Integrity Oversight Monitor (IOM) that reviewed many of our COVID-19 Recovery Programs. It also has a compliance auditor that reviewed other COVID-19 Recovery Programs. Additionally, NJEDA staff conducts aspects of compliance review and performance management on its programs. The State's Integrity Monitor Guidelines and other relevant materials are available on the Office of the State Comptroller's website at: https://nj.gov/comptroller/covid19/oversight/integritymonitors.shtml .
49.	Page 23 – Section 3.7 In addition to the referenced Risk Assessment Template, Resources for Integrity Monitors, NY Office of the State Controller, would the IOM be able to use other risk assessment tools and present the results in separate reports to the EDA?	As an initial response, the question has an error/typo in that it is the Office of the State Comptroller (OSC) for the State of New Jersey rather than the NY Office of the State Controller. In regards to the remaining inquiry, the IOM would be able to use other risk assessment tools and present the results in separate reports to the Authority.
50.	Page 27 – Section 4.2.1V	Yes.

	Regarding the References of Key Team Members, are duplicate references allowed for different team members who worked on prior engagements together?	
51.	<p>Page 27 - Section 4.2.1 VII</p> <p>Can an individual's experience working at a governmental agency managing integrity monitors be considered relevant to meet the qualification requirements?</p>	<p>The Evaluation Criteria are set forth in Section 6.7 and include personnel, experience, ability to perform the scope of work and pricing.</p> <p>Proposals will be reviewed and evaluated by the Evaluation Committee members as to same.</p> <p>As such, please provide the description and documentation of Proposer's prior experience and qualifications that you deem sufficient and reasonable to be evaluated by the Evaluation Committee in order to best assess the submission.</p>
52.	<p>Page 28 - Section 4.2.1.1</p> <p>Please clarify what NJEDA is seeking under Section 4.2.1.1 Potential Problems. Is NJEDA asking for examples of frauds or findings that the Proposer anticipates encountering, or is the intention to describe operational obstacles?</p>	<p>The Proposer must set forth a summary of any and all problems that the Proposer anticipates during the term of the contract. For each problem identified, the Proposer should provide its proposed approach. This provision is asking that the Proposer provide any potential operational obstacles rather than the specific examples of fraud or findings.</p>
53.	<p>Page 28 - Section 4.2.2</p> <p>The Authority introduces the fee schedule and pricing. What pricing structure and format would EDA like vendors to provide?</p>	<p>Please review the Fee Schedule that is a mandatory document that must be submitted with the proposal submission.</p> <p>Fee schedule and pricing shall be all and fully inclusive. In regards to the pricing inquiry, please see RFP Section 4.2.2 pertaining to the Fee Schedule and the Fee Schedule itself.</p>

		<p>Note: Failure to submit hourly rate pricing or altering the format of the Fee Schedule will result in the proposal being considered nonresponsive. Merely attaching the Proposer's billing schedule or price list is not acceptable.</p> <p>For each TOR, the Contractor will be asked to submit a not-to-exceed total price, based on the All-inclusive Hourly Rates specified on the Fee Schedule for the Position/Title listed and the total number of hours each Position/Title will require to complete the services. Billing will be based on actual hours expended on a given project, as provided on the TOR.</p>
<p>54.</p>	<p><i>Page 28 – Section 4.2.2</i></p> <p><i>Regarding pricing,</i></p> <p><i>A) Should the bid price only cover a price for just the base year (Year 1) or does the agency also want prices for each of the optional extension years?</i></p> <p><i>B) Does the agency also want to receiving pricing on a month-to-month basis in the event that it wishes to continue the engagement after one year but have not formally continued.</i></p>	<p>Please see answer to question 53. Furthermore, as set forth in Section 4.2.2, the pricing shall remain firm throughout the term of the contract and any extensions.</p> <p>Please review Section 2 of the Contract that also addresses the term and the extensions of same in relation that the pricing shall remain firm.</p>
<p>55.</p>	<p><i>Page 28 – Section 4.2.2</i></p> <p><i>The Fee Schedule instructions note that "the below number of hours are an anticipated number of hours pursuant to a typical engagement." For clarification:</i></p> <p><i>A) Is the agency seeking a Not-To-Exceed billing type engagement or a Master Services Agreement task order-driven time and materials arrangement?</i></p> <p><i>B) Are prices in bidders' proposals binding or are they not congruent with the anticipated detailed Agency Engagement/TOR to follow?</i></p>	<p>A) Please review Section 4.2.2 in conjunction with Section 3.6 that addresses the specific engagement / task order requests process. Please also review Exhibits 1, B2 and B3 pertaining to the TOR process.</p> <p>B) The pricing and hourly rates as set forth in the proposal submission Fee schedule shall be binding</p>

		in regards to the hourly rates as set forth in the TORs that follow.
56.	<p>Page 28 – Section 4.2.2</p> <p>Should number of hours by resource be provided as part of the proposer’s response to the RFP since detailed scopes will be provided in TORs?</p> <p>If hours are expected, what programs and project description should be leveraged for estimating hours required? Can Exhibit B1 please be provided for the initial scope of work?</p>	<p>Please see answers above pertaining to the Fee Schedule and pricing including answers to question 20, 32, 53 and 55. Proposers are to undertake all reasonable measures in preparing a response.</p> <p>The hourly rates are the rates for Category 3 and will be utilized pursuant to the TOR process set forth in the RFP, Section 3.6. The number of hours are the anticipated number of hours pursuant to a typical engagement. The total price will be used and analyzed in order to evaluate and rank the pricing of the vendors.</p>
57.	<p>Page 28 – Section 4.2.2</p> <p>Will the IOM selected for the engagement be allowed to recover out-of-pocket costs? If so, how should the anticipated costs be included in the fee proposal? is there a form that should be used to capture this information?</p>	<p>Rates are to be fully inclusive. In regards to the pricing inquiry, please see RFP Section 4.2.2 pertaining to the Fee Schedule and the Fee Schedule itself.</p>
58.	<p>Section 4.2.3</p> <p>Is all the documentation required in Volume 3 required to be submitted with the Proposal or due to EDA by the time of the execution of the contract?</p>	<p>Please closely review Section 4.2.3 and the compliance requirements. Although it is encouraged that all the compliance documentation be provided with the proposal submission, there are certain documents that are mandatory with the bid submission; as other documents are required prior to award.</p> <p>Failure to provide the mandatory compliance documents with the</p>

		bid shall result in rejection of the proposal as non-responsive.
59.	<p>Section 4.2.3</p> <p>If the Proposer will utilize subconsultants, are those subconsultants required to provide all of the documentation in Volume 3?</p>	Please review the compliance requirements in RFP Section 4.2.3 and the requirements to contractors.
60.	<p>Section 4.2.3.7</p> <p>Is the Employee Information Report required for subconsultants or only the Proposer?</p>	The Employee Information Report is required from the Proposer.
61.	<p>RFP Sections 4.2.3.15, Page 33 and 4.2.2, Page 28 regarding Subcontractors</p> <p>If used, can their costs be marked up to cover management and administration by the IOM? Or are subcontractor costs required to be passed on at cost?</p>	Mark-up on rates are not permitted under this contract. Rates are to be fully inclusive. In regards to the pricing inquiry, please see RFP Section 4.2.2 pertaining to the Fee Schedule and the Fee Schedule itself.
62.	<p>RFP Sections 4.2.3.15, Page 33 and 4.2.2, Page 28 regarding Subcontractors</p> <p>If included in the proposal, should their time and costs be included in the same fee schedule that includes the time and costs for the Primary Contractor?</p>	The Fee Schedule shall be submitted with the proposal submission. This Fee Schedule shall not be modified and shall be all inclusive.
63.	<p>Section 4.2.3.17</p> <p>Can a Proposer include team members who are unvaccinated against COVID-19 if the team members will be performing work under this contract remotely?</p>	<p>Please see response to question 13 and the modification in Part 2 of this Addendum.</p> <p>As Executive Order 302 has repealed the requirements set forth in Executive Order 271 a Proposer may include team members who are unvaccinated.</p>
64.	<p>Page 35 - 5.0 Special Contractual Terms and Conditions</p> <p>Proposer requests modification as follows:</p> <p>5.1 Precedence of Special Contractual Terms and Conditions</p> <p>Unless specifically stated within this RFP, <u>and the Authority's Contract for Professional Services- Exhibit A</u> , any Special</p>	The NJEDA is not willing to consider or accept the requested modifications.

	Contractual Terms and Conditions of the RFP take precedence over the Authority's Standard Contract – Exhibit A, accompanying this RFP.	
65.	<p>Page 42 - Section 5.14</p> <p>Does the Authority anticipate awarding additional task orders for "Additional Work and/or Special Projects" as described in Section 5.14? If so, what type of work will be requested under these additional task orders?</p>	At this time, the Authority does not have any specific additional work and/or special projects.
66.	<p>RFP Section 5.15, Page 42</p> <p>Can the IOM's indemnification in Contract Clause 6 be qualified in the same manner as the IOM's liability in Contract Clause 6, so that it is applicable only where the IOM is responsible for a negligent act, error or omission?</p>	The NJEDA is not willing to consider or accept the requested modifications.
67.	<p>Section 5.5 – Contractor Responsibilities</p> <p>Would NJEDA agree to the following changes, in RFP Section 5.5, in order to clarify the length of the warranty as well as client responsibilities and that approval of deliverables would be valid, once NJEDA does so approve?</p> <p>The Contractor shall have sole responsibility for the complete effort specified in the contract, subject to the inclusion of any client responsibilities set forth in an applicable task order. If the RFP permits subcontracting, payment will be made only to the Contractor. The Contractor shall have sole responsibility for all payments due any Subcontractor.</p> <p>The Contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services during the warranty period set forth in the applicable task order.</p>	The NJEDA is not willing to consider or accept the requested modifications.
68.	<p>Page 36 - Section 5.6 – Substitution of Staff</p> <p>Would NJEDA agree to the following changes in the last paragraph of RFP Section 5.6, in order to clarify that substitution of personnel would involve mutual decision making?</p>	The NJEDA is not willing to consider or accept the requested modifications.

	<p>The Authority reserves the right, in its sole discretion, to recommend changes to the Contractor's overall approach to address these advisory needs, if deemed necessary. For instance, the Authority's Designated Contract Manager may determine that the Contractor's staff employee assigned to perform the requisite services may not be meeting the acceptable levels of performance and a replacement staff employee is needed to better meet the needs of the Authority. Any such changes will be set forth in a mutually agreeable change order.</p>	
<p>69.</p>	<p>Section 5.6 - Substitution of Staff</p> <p>The Authority reserves the right, in its sole discretion, to recommend and make <u>mutually agreed to</u> changes, to the Contractor's overall approach to address these advisory needs, if deemed necessary. For instance, the Authority's Designated Contract Manager may determine that the Contractor's staff employee assigned to perform the requisite services may not be meeting the acceptable levels of performance and a replacement staff employee is needed to better meet the needs of the Authority. <u>Notwithstanding anything to the contrary herein, proposed key personnel assigned to meet the requirements of this Agreement shall not be replaced without the written consent of the Authority. In the event that any contractor personnel become unavailable due to resignation, illness or other factors, excluding assignment to projects outside this Agreement, outside of Contractor's reasonable control, as the case may be, Contractor shall be responsible for providing an equally qualified replacement in time to avoid delays to the work plan.</u></p>	<p>The NJEDA is not willing to consider or accept the requested modifications.</p>
<p>70.</p>	<p><u>Page 37 – Section 5.8 Ownership of Material</u></p> <p><u>Subject to the limitations set forth herein and upon full and final payment to the Contractor under the Contract, (i) Contractor grants to the Authority 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, software computer programs and accompanying documentation and 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 right, title, and interest in the tangible items specified as deliverables under this contract (the "Deliverables"); (ii) shall be and remain the property of</u></p>	<p>The NJEDA is not willing to consider or accept the requested modifications.</p>

~~the Authority Contractor a royalty-free, irrevocable, fully paid up, non-exclusive, perpetual license to use, copy, make derivative works of, distribute, display, and sublicense the Deliverables, and shall be delivered to the Authority upon thirty Days' notice by the Authority. With respect to software computer programs and/or source codes developed for the Authority, except those modifications or adaptations made to the Proposer's or Contractor's Background IP as defined below, the work shall be considered "work for hire", i.e., the Authority, not the Contractor or Subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Contract, Contractor or Subcontractor hereby assigns to the Authority all right, title and interest in and to any such material, and the Authority shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.~~

~~Contractor shall retain all right, title and interest in and to any intellectual property, technology, know-how, methodologies, works of authorship, and other materials pre-existing the Contract, created, acquired, or licensed separately from the Contract, or created in performance of the Contract but not identified by the Contract as Deliverables, including any modifications, enhancements, improvements, or derivative works thereof Should the Proposer anticipate bringing pre-existing intellectual property into a work-for-hire, the intellectual property must be identified in the Proposal. Otherwise, the language in the first paragraph of this section prevails. If the Proposer identifies such intellectual property ("Background IP"). To the extent that Background IP is contained in any of the Deliverables, upon full and final payment, Contractor in its Proposal, then the Background IP owned by the Proposer on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the Proposer. Upon contract award, the Proposer or Contractor shall grants the Authority, under Contractor's intellectual property rights in such Background IP, a nonexclusive, non-transferable, perpetual royalty free license to use any such of the Proposer's/Contractor's Background IP delivered to the Authority solely in connection with the Authority's use of the Deliverables for the purposes contemplated by the contract. Moreover, the Authority agrees that nothing in this Contract shall prevent Contractor from using any generalized knowledge, experience, know-how, or any of the ideas, concepts, methodologies, tools, or techniques derived from or discovered during the provision of services and that are not unique to the Authority (collectively,~~

	<p><u>“Residual Knowledge”) to perform similar services and develop similar work product, results, or technology as that performed or developed under the Contract. Contractor reserves the right to use, disclose, reproduce, sublicense, modify, prepare derivative works from, perform, and display its Residual Knowledge, subject to the obligations of confidentiality set forth in this Contract. Contractor acknowledges that it shall obtain no ownership right in Confidential Information of the Authority. In addition, the Authority acknowledges and agrees that Contractor shall have the right to retain for its files copies of each of the Deliverables and all information necessary to comply with its contractual obligations and applicable professional standards.</u></p>	
<p>71.</p>	<p>Page 37 – Section 5.9.1 – Data Confidentiality</p> <p>Proposer requests modification as follows:</p> <p>All <u>non-public or proprietary</u> financial, statistical, personnel, customer and/or technical data supplied by the Authority to the Contractor are confidential (Authority Confidential Information). The Contractor must <u>implement commercially reasonable measures to</u> secure <u>Authority Confidential Information all data</u> from manipulation, sabotage, theft or breach of confidentiality. The Contractor is prohibited from releasing any <u>Authority Confidential Information financial, statistical, personnel, customer and/or technical data</u> supplied by the Authority that is <u>deemed designated as confidential unless permitted by the Agreement or as otherwise required by law, legal process, or applicable professional standards</u>. Any <u>unauthorized</u> use, sale, or offering of <u>Authority Confidential Information this data</u> in any form by the Contractor, or any individual or entity in the Contractor’s charge or employ, will be considered a violation of this Contract and may result in Contract termination and the Contractor’s suspension or debarment from Authority contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.</p> <p>The Contractor shall assume total financial liability incurred by the Contractor associated with any breach of confidentiality of <u>Authority Confidential Information that is caused by Contractor</u>.</p>	<p>The NJEDA is not willing to consider or accept the requested modifications.</p>
<p>72.</p>	<p>Page 39 – Section 5.9.2 – Data Security Standards</p> <p>Proposer requests modification as follows:</p> <p>Data Security: The Contractor at a minimum must protect and maintain the security of <u>Authority Confidential</u></p>	<p>The NJEDA is not willing to consider or accept the requested modifications.</p>

Information data traveling its network in accordance with generally-accepted industry commercially reasonable practices.

A. Any Personally Identifiable Information must be protected. All Authority Confidential Information data must be classified by the Authority in accordance with the State's Asset Classification and Control policy, 08-04-NJOIT at <https://www.state.nj.us/it/whatwedo/policylibrary/>. Additionally, Authority Confidential Information data must be disposed of in accordance with commercially reasonable standards the State's Information Disposal and Media Sanitation policy, 09-10-NJOIT at <https://www.state.nj.us/it/whatwedo/policylibrary/> ; and

B. Data usage, storage, and protection is subject to all applicable federal and state statutory and regulatory requirements, as amended from time to time, including which may include, without limitation, those for Health Insurance Portability and Accountability Act of 1996 (HIPAA), Personally Identifiable Information (PII), Tax Information Security Guidelines for Federal, State, and Local Agencies (IRS Publication 1075), New Jersey State tax confidentiality statute, N.J.S.A. 54:50-8, New Jersey Identity Theft Prevention Act, N.J.S.A. 56:11-44 et seq., the federal Drivers' Privacy Protection Act of 1994, Pub.L. 103-322, and the confidentiality requirements of N.J.S.A. 39:2-3.4, as applicable to Contractor's provision of services. Contractor must also conform to Payment Card Industry (PCI) Data Security Standard;

Data Transmission: The Contractor must only transmit or exchange State of New Jersey Authority Confidential Information data with other parties when expressly requested in writing and permitted by and in accordance with requirements of the State of New Jersey unless otherwise permitted by the Agreement or required by law, legal process, or applicable professional standards. The Contractor must only transmit or exchange Authority Confidential Information data with the State of New Jersey or other parties through secure means supported by reasonably current technologies. The Contractor must encrypt all Authority Confidential Information data defined as personally identifiable or confidential by the State of New Jersey or applicable law, or regulation or standard during any transmission or exchange of that data over public networks. To this end, the Authority commits to work with Contractor to implement policy-enforced TLS on servers used to exchange email and will not assert that Contractor is in breach of its

encryption obligations hereunder if the Authority's technology is the cause of the encryption failure.

Data Storage: All Authority Confidential Information data provided by the State of New Jersey or State Authority Confidential Information data obtained by the Contractor in the performance of the contract must be stored, processed, and maintained solely in accordance with ~~a project plan and system topology approved by~~ the Designated Contract Manager. No State Authority Confidential Information data shall be processed on or transferred to any device or storage medium including portable media, smart devices and/or USB devices, unless that device or storage medium has been approved in advance in writing by the Designated Contract Manager. The Contractor must encrypt all Authority Confidential Information data at rest defined as personally identifiable information by the State of New Jersey or applicable law or, regulation ~~or standard~~. The Contractor must not store or transfer State of New Jersey data outside of the United States.

Data Scope: All provisions applicable to State Authority Confidential Information data include Authority Confidential Information data in any form of transmission or storage, including but not limited to: database files, text files, backup files, log files, XML files, and printed copies of the data, subject to the terms of the Agreement.

Data Re-Use: All State Authority Confidential Information data must be used ~~expressly and solely~~ for the purposes enumerated in the Contract unless otherwise required by law, legal process, or applicable professional standards. ~~Data must not be distributed, repurposed or shared across other applications, environments, or business units of the Contractor.~~ Unless otherwise permitted by the Agreement or required by law, legal process, or applicable professional standards, no State Authority Confidential Information data of any kind must be transmitted, exchanged or otherwise passed to other ~~Contractors or interested~~ third parties except on a case-by-case basis as specifically agreed to in writing by the Designated Contract Manager.

Data Breach: Unauthorized Release Notification: The Contractor must comply with all applicable State and Federal laws that require ~~the~~ notification ~~of individuals~~ in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of ~~any of the Contractor's security obligations~~ Authority personally identifiable information or other event requiring notification under applicable law ("Notification Event"), the Contractor must assume responsibility for informing the

	<p>Designated Contract Manager within <u>24 72</u> hours <u>of confirming such Notification Event and all such individuals</u> in accordance with applicable law and to indemnify, hold harmless and defend the State of New Jersey, its officials, and</p> <p>employees from and against any claims, damages, or other harm related to such Notification Event <u>caused by Contractor</u>. All communications must be coordinated with the State of New Jersey.</p> <p>End of Contract Handling: Upon termination/expiration of this contract, the Contractor must first return all State <u>Authority Confidential Information data</u> to the State in a usable format as defined in the RFP, or in an open standards machine-readable a commercially reasonable format if not. The Contractor must then erase, destroy securely dispose of, and or render unreadable all Contractor copies of State <u>Authority Confidential Information data according to the standards enumerated</u> in accordance with the State's most recent Information Disposal and Media Sanitation policy, currently the 09-10-NJOIT form at https://www.state.nj.us/it/whatwedo/policylibrary/commercially-reasonable-standards and, <u>upon request, confirm certify</u> in writing that these actions have been completed within 30 days after the termination/expiration of the Contractor within seven <u>(7) — days of the such request of an agent of the State whichever shall come first. Notwithstanding the foregoing, Contractor may retain a copy of information received, developed, or otherwise relating to this contract in order to comply with its contractual obligations and applicable professional standards. Information stored on routine back-up media for the purpose of disaster recovery will be subject to destruction in due course. Latent data such as deleted files and other non-logical data types, such as memory dumps, swap files, temporary files, printer spool files and metadata that can customarily only be retrieved by computer forensics experts and are generally considered inaccessible without the use of specialized tools and techniques will not be within the requirement for the return or destruction of records as contemplated by this paragraph.</u></p>	
73.	<p><i>Page 39 – Section 5.9.2</i></p> <p>Would NJEDA agree to the following changes in Section 5.9.2 of the RFP, in order to clarify the requirements for data breach in a manner which would require?</p> <p>Data Breach: Unauthorized Release Notification: The Contractor must support NJEDA's compliance with all</p>	<p>The NJEDA is not willing to consider or accept the requested modifications.</p>

	<p>applicable State and Federal laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law ("Notification Event"), the Contractor must assume responsibility for informing the Designated Contract Manager within 48 hours in accordance with applicable law. The Contractor will compensate NJEDA for any legally required notifications to individuals of data breaches caused by the Contractor. All communications must be coordinated with the State of New Jersey.</p>	
<p>74.</p>	<p><i>Section 5.13.3</i></p> <p>Would NJEDA agree to the following changes in RFP Section 5.13.3 in order to make the provision conform to reasonable commercial standards?</p> <p>In the event that the Contractor fails to comply with any material contract requirements, the Authority may take steps to terminate the contract in accordance with the Authority's Contract For Professional Services, Exhibit A, 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 Authority by the defaulting Contractor in accordance with the decision of a court of competent jurisdiction, or take any other action or seek any other remedies available at law or in equity.</p>	<p>The NJEDA is not willing to consider or accept the requested modifications.</p>
<p>75.</p>	<p>Page 41 – Section 5.13.4 – Liquidated Damages</p> <p>Would NJEDA agree to discuss reasonable clarifications to Section 5.13.4 of the RFP upon award, in order to clarify the requirements for liquidated damages? For example, would NJEDA agree to clarify that any determination of a violation would be based upon reasonable standards; that the Contractor would not be responsible for circumstances beyond its reasonable control; and that the liquidated damages, once selected, would be the sole monetary remedy of the NJEDA?</p> <p>Also, would the NJEDA agree that the liquidated damages would not exceed 15% of the price of the applicable task order?</p>	<p>The NJEDA is not willing to consider or accept the requested modifications.</p>

76.	<p>Section 6.7 – Evaluation Criteria</p> <p>If a Proposer intends to use certified Minority Owned Businesses or Women Owned Businesses, does this participation have an impact on the Proposer’s evaluation?</p>	<p>Please review Section 6.7 as to the Evaluation Criteria that encompasses personnel, experience, ability to perform the scope of work, and pricing. The Evaluation Committee shall review and evaluate the proposal submission based upon the referenced Evaluation Criteria.</p>
77.	<p>Page 45 - Section 6.7.1 and 6.7.2</p> <p>Can you describe the weighting criteria in numeric or percentage values as it relates to the qualifications / experience (6.7.1) and the Proposer’s Fee Schedule (6.7.2)?</p>	<p>Pursuant to the Authority Procurement Policy and Procedures, the weights and percentages for the Evaluation Criteria as set forth in Sections 6.7.1 and 6.7.2 are not disclosed in the RFP. However, the weights/percentages have been internally established and confirmed for the Evaluation Committee prior to issuance of this RFP and the opening.</p>
78.	<p>Page 45 - Section 6.7.1</p> <p>With respect to key personnel resumes, please clarify what you are seeking for three business references. Are you requesting contact information regarding prior employment or are you requesting references related to client work performed at the Proposer’s firm?</p>	<p>The Authority has requested three (3) business references associated with any of the named relevant positions for the key personnel. Business references must include a Contact Name, Job Title, Daytime Telephone Number and an E-mail Address</p>
79.	<p>Page 46 – Section 6.8</p> <p>Are multiple awards anticipated?</p>	<p>Please review Section 1.1, Section 3 and other relevant sections of the RFP.</p> <p>The intent of this RFP is to award one (1) one primary, and one (1) secondary contract for one (1) year with two (2), one (1) year extension options, if deemed necessary by the Authority and dependent upon funding, to the responsible Proposer(s) whose</p>

		<p>Proposal(s), conforming to this RFP are most advantageous to the Authority, price and other factors considered.</p> <p>For all COVID-19 Recovery programs valued at \$20 million or more, the task order requests will be provided to the Primary and Secondary awardees who will provide responses and pricing; and will be evaluated and awarded accordingly.</p> <p>For all other programs, the task order request will be provided to the Primary Contractor. In the event there is a conflict with the Primary Contractor, the task order will be provided to the Secondary Contractor.</p>
80.	<p>Fee Schedule</p> <p>Can you provide the quantity of hours required for this engagement that can be used in the Fee Schedule so that all proposers can be evaluated on a level playing field?</p>	<p>Please see the above answers to the questions pertaining to the Fee schedule and pricing. The hourly rates are the rates for Category 3 and will be utilized pursuant to the TOR process set forth in the RFP, Section 3.6. The number of hours are the anticipated number of hours pursuant to a typical engagement. The total price will be used and analyzed in order to evaluate and rank the pricing of the vendors.</p>
81.	<p>Fee Schedule</p> <p>Can the Proposer include a software / development fee as a one-time price on the fee schedule?</p>	<p>Fee schedule and pricing shall be all and fully inclusive. In regards to the pricing inquiry, please see RFP Section 4.2.2 pertaining to the Fee Schedule and the Fee Schedule itself.</p>
82.	<p>Contract Exceptions</p>	<p>Questions regarding the Authority's Contract for Services,</p>

	<p>Submission of this proposal is not an indication of [vendor's] willingness to be bound by all of the terms presented in the New Jersey Economic Development Authority ("NJEDA") Request for Proposal for Integrity Oversight Monitor and Supporting Services (the "RFP"). This proposal in response to State's RFP does not constitute a contract to perform services and cannot be used to award a unilateral agreement. Final acceptance of this engagement by [vendor] is contingent upon successful completion of [vendor's] acceptance procedures. Any engagement arising out of this proposal will be subject to negotiation of a mutually satisfactory vendor contract including modifications to certain RFP terms and conditions and including our standard terms and conditions and fees and billing rates established therein.</p> <p>Given our past history of successfully negotiating mutually agreeable terms with NJEDA, we do not anticipate any difficulty in reaching a contractual agreement that will enable us to provide the professional services which you are requesting, while protecting the interests of both parties</p>	<p>please refer to Exhibit A and exceptions or modifications to its mandatory requirements must be requested by the Proposer during this Electronic Question and Answer Period and should contain the Proposer's suggested changes and the reason(s) for the suggested changes. The Authority shall be under no obligation to grant or accept any requested changes (i.e., exceptions taken) to the specimen form of the Contract and will post all answers in the Addendum.</p> <p>Exceptions and/or modifications to the terms of the RFP and/or Contract submitted with the Proposal, subsequent to the expiration of the Question and Answer Period, will result in the rejection of the Proposer's Proposal.</p> <p>Furthermore, if an exception or revision to the contract is submitted with the Proposal and it is a material change, the entire bid must be deemed nonresponsive and cannot be evaluated. See <u>In re Request for Proposals #17DPP00144</u>, 454 NJ Super. 527 (App. Div. 2017). Please be guided accordingly.</p>
83.	<p>As a general observation, we note that certain of the terms and conditions appear to have been drafted broadly. As such, some of the provisions may be inapplicable for specific types of professional services.</p> <p>Depending on services selected, [Vendor]'s services team may have additional terms and conditions which shall be addressed if we move to contracting and will be negotiated in good faith per the above.</p>	<p>Please see answer to question 82.</p> <p>Any additional terms and conditions submitted with the proposal submission shall result in the rejection of the proposal.</p>
84.	Contract, Section 2; RFP Section 5.2	

	<p>Would NJEDA agree to the following change in Exhibit A, Section 2, last paragraph, so that there would be an outer limit to the length of the contract as provided in RFP Section 5.3?</p> <p>Notwithstanding the expiration or termination of this agreement, the Authority reserves the right at its sole discretion to extend this agreement on a month-to-month basis beyond expiration or termination until all services required by the contract are completed or a replacement contract for Integrity Oversight Monitor is entered into by the Authority and the replacement Primary Contractor is prepared to engage in the Work, not to exceed a total of 180 days beyond the expiration date of the Agreement, including any extensions exercised. Pricing will be consistent with the pricing from the RFP Fee Schedule of the executed Contract agreement during any extension on a month-to-month basis, beyond expiration or termination.</p>	<p>The NJEDA is not willing to consider or accept the requested modifications.</p> <p>However, please review Section 5.3 that provides for “Contract Transition.” The provision follows:</p> <p>“In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, the Authority reserves the right, in its sole discretion, to extend the Agreement on a month-to-month basis beyond the expiration or termination, until a replacement Contractor is engaged to provide the requisite services. It shall be incumbent upon the Contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than 180 days beyond the expiration date of this Agreement, including any extensions exercised.”</p>
85.	<p>Contract, Section 3 – Price</p> <p>Proposer requests modification as follows:</p> <p>In addition to the Professional Fees identified above, additional charges may include reasonable out-of-pocket expenses incurred in connection with the Assignment, and electronic database fees incurred in connection with the Services provided.</p>	<p>The NJEDA is not willing to consider or accept the requested modifications.</p>
86.	<p>Contract, Section 4 – Ownership and use of Document</p> <p>Proposer requests modification as follows:</p> <p><u>Ownership.</u> The final deliverable shall become the property of Client solely with respect to a specified final PDF Deliverable (which for clarification, does not include any supporting material or third party materials): (i) where the parties have agreed in writing under a particular SOW to the transfer</p>	<p>The NJEDA is not willing to consider or accept the requested modifications.</p>

ownership in such deliverable from [Vendor] to Client; (ii) where such deliverable has been marked/identified as final by [Vendor]; (iii) upon full payment of all amounts due to [Vendor]; and (iv) with such deliverable remaining subject to the use and disclosure obligations below. For clarity, [Vendor] and third parties shall retain ownership rights in their respective proprietary materials (e.g., information, tools, software, know-how, and methodologies) incorporated in, developed, or used in providing the Services/Deliverable or received from third-party sourced information (i.e., licensed material, market or database analysis, comparables, public records or similar indexes).

Work Made for Hire under US Copyright Act does not apply to [Vendor] or its services.

Pre-Existing IP. Notwithstanding the foregoing, [Vendor] shall have ownership (including, without limitation, copyright ownership) and all rights to use and disclose our ideas, concepts, know-how, methods, techniques, processes and skills, and adaptations thereof in conducting our business (collectively, "Know-How") regardless of whether such Know-How is incorporated in, or gained in the course of performing, the services under this contract. Work product, property, advice, deliverables, know-how or the like, while subject to obligations of confidentiality as set forth in this contract, remain the property of [Vendor], except as otherwise specifically agreed to by the parties in writing.

Use of Reports. Client shall be permitted to use [Vendor]'s deliverables solely for its internal business purposes. Client shall maintain [Vendor]'s deliverables as confidential, and shall not disclose, disseminate, redistribute or otherwise make any [Vendor] deliverables available to any third party, whether in whole or in part, without the express written consent of [Vendor]; provided, however, that [Vendor]'s deliverables may be disclosed if required by law or in response to a lawful order or demand of any court of competent jurisdiction, provided, however, that before making such a disclosure, Client agrees to provide [Vendor] with prompt prior notice of any such compelled disclosure so that [Vendor] and/or Client may seek a protective order or other appropriate remedy. Client further agrees and represents that any [Vendor] deliverables/services provided hereunder will not be used for employment purposes, credit evaluation or insurance underwriting purposes related to an individual as defined under the Fair Credit Reporting Act, 15 U.S.C. § 1681 and its applicable state/jurisdictional analogs, and that the Services hereunder are being contracted for, and will only be used in connection with a business, investment or other commercial purpose.

87.	<p>Contract, Section 4 – Ownership and Use of Documents</p> <p>Delete in its entirety and replace with the following:</p> <p>Subject to the limitations set forth herein and upon full and final payment to Contractor under the Agreement, (i) Contractor assigns and grants to the Authority right, title, and interest in the tangible items specified as deliverables in the Agreement (the “Deliverables”); and (ii) Client grants to Contractor a royalty-free, irrevocable, fully paid up, non-exclusive, perpetual license to use, copy, make derivative works of, distribute, display, and sublicense the Deliverables. Contractor shall retain all right, title and interest in and to any intellectual property, technology, know-how, methodologies, works of authorship, and other materials pre-existing the Agreement, created, acquired, or licensed separately from the Agreement, or created in performance of the Agreement but not identified by the Agreement as Deliverables, including any modifications, enhancements, improvements, or derivative works thereof (“Contractor Property”). To the extent that Contractor Property is contained in any of the Deliverables, upon full and final payment, Contractor grants the Authority, under Contractor’s intellectual property rights in such Contractor Property, a royalty-free, non-exclusive, non-transferable, perpetual license to use such Contractor Property solely in connection with the Authority’s use of the Deliverables. Moreover, the Authority agrees that nothing in this Agreement shall prevent Contractor from using any generalized knowledge, experience, know-how, or any of the ideas, concepts, methodologies, tools, or techniques derived from or discovered during the provision of services and that are not unique to the Authority (collectively, “Residual Knowledge”) to perform similar services and develop similar work product, results, or technology as that performed or developed under the Agreement. Contractor reserves the right to use, disclose, reproduce, sublicense, modify, prepare derivative works from, perform, and display its Residual Knowledge, subject to the obligations of confidentiality set forth in this Agreement. Contractor acknowledges that it shall obtain no ownership right in Confidential Information of the Authority. In addition, the Authority acknowledges and agrees that Contractor shall have the right to retain for its files copies of each of the Deliverables and all information necessary to comply with its contractual obligations and applicable professional standards.</p>	<p>The NJEDA is not willing to consider or accept the requested modifications.</p>
88.	<p>Contract – Ownership and Use of Documents</p> <p>Will NJEDA consider modifying the following term? Proposed</p>	

	<p>language below:</p> <p>All Deliverables provided by Contractor in the performance of the contract, , which are prepared for or are a result of the services required under this contract shall be and remain the property of the Authority, upon full payment due to the Contractor for such Deliverables, shall be delivered to the Authority upon thirty (30) days' notice by the Authority.</p> <p>In the event the Primary Contractor's proposal identifies bringing pre-existing intellectual property into a project, the background intellectual property ("Background Intellectual Property") owned by the Primary Contractor on the date of the contract, as well as any modifications or adaptations thereto, remain the property of the Primary Contractor. This contract, grants to the Authority, a non-exclusive, perpetual royalty-free license to use any of the Primary Contractor's Background IP delivered to the Authority for their internal business purposes and for the purposes contemplated by the contract and any extensions thereto.</p>	<p>The NJEDA is not willing to consider or accept the requested modifications.</p>
<p>89.</p>	<p>Contract – Ownership of Material</p> <p>Will NJEDA consider modifying the following term? Proposed language below:</p> <p>All Deliverables provided by the Contractor in the performance of the contract, , which are prepared for or are a result of the services required under this contract shall be and remain the property of the Authority, upon payment due to the Contractor for such Deliverables, and shall be delivered to the Authority upon thirty (30) Days' notice by the Authority. . <u>The Contractor will own its working papers, pre-existing materials and software, as well as any general skills, know-how, process, or other intellectual property (including a non-client specific version of any Deliverables) which Contractor may have discovered or created as a result of the services.</u> Upon full payment due to the Contractor under the contract, the Proposer or Contractor shall grant the Authority a nonexclusive, perpetual royalty free license to use any of the Proposer's/Contractor's Background IP delivered to the Authority for the purposes contemplated by the contract.</p>	<p>The NJEDA is not willing to consider or accept the requested modifications.</p>
<p>90.</p>	<p>Contract, Section 5 – Manner of Payment</p> <p>[Vendor] may invoice Client on the earlier of on a monthly basis, upon delivery of the [Vendor] Report/performance of the Services or termination/expiration of this Agreement,</p>	<p>The NJEDA is not willing to consider or accept the requested modifications.</p>

	<p>unless otherwise mutually agreed between the Parties in writing. Client agrees to pay [Vendor] within thirty (30) days of the invoice date. Any unpaid balances shall accrue interest at the rate of 12% per annum, as measured from thirty (30) days after the date of each invoice. Client acknowledges its obligation to pay undisputed amounts as set forth above. In the event Client disputes any portion of an invoice, Client will notify [Vendor] in writing of the disputed charges within thirty (30) days of the invoice date. [Vendor] reserves the right to terminate its Services at any time if Client fails to pay [Vendor]'s invoices in a timely manner. Client agrees to reimburse [Vendor] for any costs of collection, including reasonable attorneys' fees.</p>	
<p>91.</p>	<p>Contract, Section 5 – Manner of Payment</p> <p>Would NJEDA agree to the following additional sentence in Exhibit A, Section 5, in order to clarify the payment terms of the contract?</p> <p>If payment is not received within 30 days of receipt of invoice, the Primary Contractor may suspend or terminate the services upon five days written notice to the Authority.</p>	<p>The NJEDA is not willing to consider or accept the requested modifications.</p>
<p>92.</p>	<p>Contract, Section 6 – Indemnification</p> <p>We typically to do not indemnify our clients.</p> <p>We require an indemnity from our clients and liability limit.</p> <p><u>Indemnity from Client.</u> Client agrees to hold harmless and indemnify [Vendor] against all claims, damages and costs (including reasonable attorneys' fees and disbursements) arising out of any Assignment, except for such claims, damages and costs resulting from any actions by [Vendor] constituting gross negligence, fraud, or willful misconduct.</p> <p><u>Limitation of Liability.</u> Client agrees, on its own behalf and on behalf of its agents, that [Vendor] will not be liable for any claims, liabilities or expenses relating to this contract or any services provided hereunder for an aggregate amount in excess of the fees paid by Client to [Vendor] pursuant to this contract, except to the extent such liability is finally judicially determined to have resulted from [Vendor]'s gross negligence, fraud or willful</p> <p>misconduct. However, in no event will either party be liable for consequential, special, indirect, punitive or exemplary losses, damages or expenses relating to this engagement, including without limitation damages for loss of data, loss of business profits, business interruption, or other pecuniary</p>	<p>The NJEDA is not willing to consider or accept the requested modifications.</p> <p>As a State Authority, the NJEDA will not agree to cross indemnification.</p>

	loss, even if such party has been advised of the possibility of such damages.	
93.	<p>Contract, Section 6 – Indemnification</p> <p>Proposer requests modification as follows:</p> <p>The indemnification obligation set forth in Section 6 is not limited in any way by the <u>Primary Contractor's limitation of liability as set forth in Section 15(A) below insurance coverage required pursuant to Section 7 of this Contract and shall survive the terms of this contract.</u></p>	The NJEDA is not willing to consider or accept the requested modifications.
94.	<p>Contract, Section 6 - Indemnification</p> <p>Would NJEDA agree to the following changes to Exhibit A, Section 6, so that the indemnification obligation is in line with commercial and government contract standards, and also to clarify that the warranty would be subject to a mutually agreeable warranty period?</p> <p>The Primary Contractor shall defend, indemnify, protect and hold harmless the State of New Jersey and the Authority, and its officers, agents, servants and employees from and against any and all suits, claims, demands, losses or damages of any kind arising out of or claimed to arise out of any bodily injury, death, or damage to real or tangible personal property to the extent directly and proximately caused by the error or omission on the part of the Primary Contractor, its officers, agents, servants, employees and subcontractors in the performance of services under this Contract. The Primary Contractor shall, at its own expense, appear, defend and pay all charges for attorneys and all costs and other expenses arising from such suit or claim or incurred in connection therewith. If any judgment shall be rendered against the State of New Jersey and the Authority or its officers, agents, servants, and employees for which indemnification is provided under this Section 6, the Primary Contractor shall, at its own expense, satisfy and discharge the same.</p> <p>The Primary Contractor shall be liable to the Authority for any reasonable costs incurred by the Authority to correct, modify, or redesign any technical information, reports, findings, analyses, surveys or drawings generated or produced by Primary Contractor or any Work performed by the Primary Contractor or its subcontractor(s) that is found, during the warranty period as set forth in the applicable task order, to be defective or not in accordance with the provisions of the</p>	The NJEDA is not willing to consider or accept the requested modifications.

	<p>Contract as a result of any negligent act, error, or omission on the part of the Primary Contractor, its officers, agents, servants, employees and subcontractors. The Primary Contractor shall be given a reasonable opportunity to correct any such deficiency.</p> <p>The indemnification obligation set forth in Section 6 is not limited in any way by the insurance coverage required pursuant to Section 7 of this Contract and shall survive the terms of this contract.</p>	
95.	<p>Contract, Section 6 - Indemnification</p> <p>Relevant professional guidelines prohibit accounting firms from indemnifying an attest client for claims that relate, directly or indirectly, to an attest client's acts. Given this prohibition, our proposal assumes that the Authority will modify its proposed contract language in order to allow us to conduct the engagement under the American Institute of Certified Public Accountants (AICPA) Attestation Standards.</p>	<p>Respectfully, the NJEDA is not willing to consider or accept the requested modifications. However, the Authority understands that the engagement will be guided by the American Institute of Certified Public Accountants (AICPA) Attestation Standards, when applicable</p>
96.	<p>Contract, Section 6 – Indemnification</p> <p>Will NJEDA consider modifying the following term? Proposed language below:</p> <p>The Primary Contractor shall indemnify, the State of New Jersey and the Authority, and its officers, agents, servants and employees from and against third-party suits, claims, demands, losses or damages directly arising out of fraud, gross negligence or willful misconduct on the part of the Primary Contractor, its officers, agents, servants, employees and subcontractors in the performance of services under this Contract.. If any judgment shall be rendered against the State of New Jersey and the Authority or its officers, agents, servants, and employees for which indemnification is provided under this Section 6, the Primary Contractor shall, at its own expense, satisfy and discharge the same.</p> <p>The Primary Contractor shall be liable to the Authority for any reasonable costs incurred by the Authority to correct, modify, or redesign any technical information, reports, findings, analyses, surveys or drawings generated or produced by Primary Contractor or any Work performed by the Primary Contractor or its subcontractor(s) that is found to infringe on the U.S. intellectual property right of a third-party as a result of any negligent act, error, or omission on the part of the Primary Contractor, its officers, agents, servants, employees and subcontractors. The Primary</p>	<p>The NJEDA is not willing to consider or accept the requested modifications.</p>

	<p>Contractor shall be given a reasonable opportunity to correct any deficiency.</p> <p>The indemnification obligation set forth in Section 6 is not limited in any way by the insurance coverage required pursuant to Section 7 of this Contract and shall survive the terms of this contract.</p> <p>Notwithstanding any other term herein, and except to the extent finally determined to be prohibited by law, the Contractor's aggregate liability for all claims, losses, liabilities, or damages in connection with this agreement or its subject matter, whether as a result of breach of contract, tort (including negligence), or otherwise, regardless of the theory of liability asserted, is limited to no more than the total amount of fees paid to the Contractor for the particular Service giving rise to the liability under this agreement. In addition, the Contractor will not be liable for any lost profits, consequential, indirect, punitive, exemplary, or special damages. Also, the Contractor shall have no liability arising from or relating to any third-party hardware, software, information, or materials selected or supplied by the Authority.</p>	
<p>97.</p>	<p>Contract, Section 6 – Indemnification</p> <p>Would NJEDA agree to include the following limitation of liability in Exhibit A, which is typical of limitations of liability provided by the State of NJ?</p> <p>The Primary Contractor's liability to the Authority for actual, direct damages resulting from the Primary Contractor's performance or non-performance, or in any manner related to this Agreement, for any and all claims, shall be limited in the aggregate to 200 % of the total value of this Agreement, except that such limitation of liability shall not apply to the following:</p> <ol style="list-style-type: none"> 1. The Primary Contractor's obligation to indemnify the Authority and its employees from and against any claim, demand, loss, damage, or expense relating to bodily injury or the death of any person or damage to real property or tangible personal property, incurred from the work or materials supplied by the Primary Contractor under this Contract caused by negligence or willful misconduct of the Primary Contractor; 2. The Primary Contractor's breach of its obligations of confidentiality; and 3. The Primary Contractor's liability with respect to copyright indemnification. 	<p>The NJEDA is not willing to consider or accept the requested modifications.</p>

	<p>The Primary Contractor’s indemnification obligation is not limited by but is in addition to the insurance obligations contained in Section 7.</p> <p>The Primary Contractor shall not be liable for special, consequential, or incidental damages.</p>	
98.	<p>Contract, Section 7 - Insurance</p> <p>Section #7 (c) requires that “Professional Liability Insurance shall include coverage for Contingent Bodily Injury and Property Damage.” This is covered under our General Liability insurance, rather than our Professional Liability insurance.</p>	
99.	<p>Contract, Section 7 - Insurance</p> <p>With regards to Exhibit A, Section 7, upon award, would the Authority agree to discuss reasonable clarifications with the Primary Contractor in order to conform the insurance obligations to standard insurance policies maintained by national commercial organizations?</p>	<p>Please see answer to question 82, specifically as to contract exceptions.</p>
100.	<p>Contract, Section 7 – Insurance</p> <p>Proposer requests modification as follows:</p> <p>The Primary Contractor shall procure and maintain, at its own expense, liability insurance for damages of the kinds and in the amounts hereinafter provided, from insurance companies licensed, admitted <u>OR</u> and approved to do business in the State of New Jersey. The Primary Contractor shall obtain this coverage from A VII or better - rated companies as determined by A.M. Best Company. The types and minimum amounts of insurance required are as follows:</p> <p>...</p> <p>3. Professional Liability Insurance, <u>including cyber insurance</u></p> <p>The Primary Contractor shall carry Errors and Omissions and/or Professional Liability Insurance, <u>including cyber insurance</u>, sufficient to protect the Primary Contractor from any liability arising out of professional obligations performed pursuant to this Contract. The insurance shall be in the amount of \$1,000,000 each claim <u>and in such policy form as shall be approved by the Authority.</u></p> <p>Professional Liability Insurance shall include coverage for Contingent Bodily Injury and Property Damage.</p> <p>4. <u>RESERVED Cyber Security Insurance</u></p>	<p>The NJEDA is not willing to consider or accept the requested modifications.</p>

	<p>The Primary Contractor shall carry Cyber Security Insurance in the amount of \$1,000,000 each claim which shall include coverage for breach of the Privacy Act or HIPAA regulations.</p> <p>...</p> <p>ACORD Certificates of Insurance acceptable to the Authority in respect to each of the aforementioned policies shall be filed with the Authority prior to commencement of Work. All policies and corresponding Certificates must show thirty (30) days' prior written notice of cancellation (10 days' notice for non-payment cancellation) to the Authority. If the insurance policies cannot be endorsed to provide notice of cancellation to third parties, then it is the responsibility of the Primary Contractor to provide notice of cancellation to the Authority within forty-eight (48) hours of receipt of notification from their insurance company.</p>	
101.	<p>Contract – Automobile Liability insurance</p> <p>Will NJEDA consider modifying the following term? Proposed language below:</p> <p>The Primary Contractor shall carry Commercial Automobile Liability insurance, at all times. The policy shall cover any, hired or non-owned automobiles/vehicles used by the insured or its staff with minimum limits for liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit and \$2,000,000 in the aggregate.</p> <p>The General Liability, Professional Liability and Cyber Security policies are to be written on a claims-made or occurrence basis. If coverage is written on a claims-made basis; the Primary Contractor shall maintain continuous claims-made coverage for the life of the contract and any extensions thereto.</p> <p>Limits indicated above may be provided through of combination of underlying and excess policies as needed.</p> <p>ACORD Certificates of Insurance acceptable to the Authority in respect to each of the aforementioned policies shall be filed with the Authority prior to commencement of Work.. If the insurance policies cannot be endorsed to provide notice of cancellation to third parties, then it is the responsibility of the Primary Contractor to provide notice of cancellation to the Authority within forty-eight (48) hours of receipt of notification from their insurance company.</p>	<p>The NJEDA is not willing to consider or accept the requested modifications.</p>
102	<p>Contract, Section 8 - Termination</p>	

	<p>Would NJEDA agree to the following clarification in Exhibit A, Section 8, second paragraph, in order to provide a cure period for breaches which is typical in the industry?</p> <p>In addition to other remedies available under law to the non-defaulting party, this Contract may be terminated by either party upon thirty (30) days' advance written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination, and provided that such failure is not cured during such notice period.</p>	<p>The NJEDA is not willing to consider or accept the requested modifications.</p>
<p>103</p>	<p>Contract, Section 8 – Termination</p> <p>Proposer requests modification as follows:</p> <p>...</p> <p>In addition to other remedies available under law to the non-defaulting party, this Contract may be terminated by either party upon thirty (30) days' advance written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination; provided that the Authority agrees to <u>provide reasonable written notice to Primary Contractor and opportunity to cure any deficiency that forms the basis for termination for cause pursuant to this Section.</u></p>	<p>The NJEDA is not willing to consider or accept the requested modifications.</p>
<p>104</p>	<p>Contract, Section 8 - Termination</p> <p>Will NJEDA consider modifying the following term? Proposed language below:</p> <p>The Authority shall have the right without cause and in its complete discretion</p> <p>to terminate the Contract at any time upon thirty (30) days' advance written notice to the Primary Contractor. In such event, absent a default on the part of the Primary Contractor, the Primary Contractor shall be entitled to compensation for all services properly provided to the Authority pursuant to the Contract prior to such termination.</p> <p>In addition to other remedies available under law to the non-defaulting party, this Contract may be terminated by either party upon thirty (30) days' advance written notice should the other party fail substantially to perform in accordance with its terms through no fault of the party initiating the termination.</p>	<p>The NJEDA is not willing to consider or accept the requested modifications.</p>
<p>105</p>	<p>Contract, Section 9 – Confidential Information of the Authority</p>	

	<p>Please see below for our required internal staff and standard exclusion to confidentiality.</p> <p><u>Permitted Disclosure.</u> The Confidential Information may be disclosed by the [Vendor] only to its and its affiliates' employees, consultants, and others under [Vendor]'s control, reasonably requiring Confidential Information in connection with the purpose ("Representatives"), provided that all Representatives have been informed that the information is Confidential Information subject to protection and handling in accordance with this Agreement. [Vendor] is responsible for all Representatives' use and disclosure of the Confidential Information.</p> <p><u>Exclusions.</u> We would look to also add the following exclusion to confidential information...information that is independently acquired or developed by [Vendor] without violating any of [Vendor]'s obligations under this contract with the Client, any agreement with a third party, or applicable law.</p> <p><u>Retention.</u> All files, documents, and work papers received, created, or developed during the engagement will be retained for professional recordkeeping and legal/regulatory compliance purposes, all in accordance with [Vendor]'s document retention policy. If required by applicable law to disclose any of the documents, [Vendor] will notify the Client so it may seek a protective order, at its discretion.</p> <p>Any NDAs required to be signed by staff or subcontractors should be subject to agreement by the parties, we should not pre-agree to agree to terms of an NDA we have not reviewed and confirmed, especially if we are requiring our staff to enter into an NDA in their individual capacity.</p>	<p>The NJEDA is not willing to consider or accept the requested modifications.</p>
<p>106</p>	<p>Contract, Section 9 – Confidential Information of the Authority</p> <p>In connection with performing the Work, the Primary Contractor, its employees and subcontractors may receive, review and become aware of proprietary, personnel, commercial, and financial information of the Authority, its employees, members, borrowers or business associates that is confidential and/or proprietary in nature ("Confidential Information"). The Primary Contractor agrees that the use and handling of Confidential Information by the Primary Contractor, its employees and subcontractors, shall be done in a responsible manner and solely for furtherance of the Work. Other than to its <u>partners, principals,</u> employees, and subcontractors who have a need to know</p>	<p>The NJEDA is not willing to consider or accept the requested modifications.</p>

	<p>Confidential Information in connection with performance of the Work, <u>or as required by law, legal process, or applicable professional standards</u>, the Primary Contractor agrees not to disclose any Confidential Information, without the prior written consent of the Authority. The Primary Contractor shall be responsible to assure that its employees and subcontractors do not disclose any Confidential Information without the prior written consent of the Authority. The Primary Contractor shall inform each of its employees and subcontractors that receives any Confidential Information of the requirements of this Section 9 of the Contract and shall require each such employees and subcontractors to comply with such requirements. ...</p> <p>Authority, in its sole discretion.</p> <p>Pursuant to Section 6 Indemnification of the Contract, the Primary Contractor shall indemnify and hold the State of New Jersey and the Authority, its employees and members harmless for any breach of Section 9 “Confidential Information of the Authority”, by the Primary Contractor, its employees or subcontractors.</p>	
107	<p>Contract – Confidential Information of the Authority</p> <p>Will NJEDA consider modifying the following term? Proposed language below:</p> <p>In connection with performing the Work, the Primary Contractor, its employees and subcontractors may receive, review and become aware of proprietary, personnel, commercial, and financial information of the Authority, its employees, members, borrowers or business associates that is confidential and/or proprietary in nature (“Confidential Information”). The Primary Contractor agrees that the use and handling of Confidential Information by the Primary Contractor, its employees and subcontractors, shall be done in a responsible manner and solely for furtherance of the Work. Other than to its employees and subcontractors who have a need to know Confidential Information in connection with performance of the Work, the Primary Contractor agrees not to disclose any Confidential Information, without the prior written consent of the Authority. The Primary Contractor shall be responsible to assure that its employees and subcontractors do not disclose any Confidential Information without the prior written consent of the Authority. The Primary Contractor shall inform each of its employees and subcontractors that receives any Confidential Information of the requirements of this Section 9 of the Contract and shall require each such employees and subcontractors to comply with such requirements.</p>	<p>The NJEDA is not willing to consider or accept the requested modifications.</p>

	<p>Notwithstanding the foregoing, the term Confidential Information shall not include information which: (I) is already known to the Primary Contractor, its employees and subcontractors from sources other than the Authority; (ii) is or becomes generally available to the public other than as a result of a disclosure by the Primary Contractor, its employees and subcontractors; or (iii) is required to be disclosed by law or by regulatory or judicial process. The Primary Contractor, its employees and subcontractors may be required to execute a Non-Disclosure Confidentiality Agreement, as may be deemed appropriate by the Authority, in its sole discretion.</p>	
108	<p>Contract, Section 11- Time for Completion and Damages</p> <p>With regards to Exhibit A, Section 11, would NJEDA agree to the following changes, in order to remove the time is of the essence clause which is not reasonable for the services to be provided?</p> <p>The time for beginning of the Work is an essential condition of the Contract, and the Work embraced shall be commenced on the date of the "Notice to Proceed".</p> <p>The Primary Contractor shall proceed with the Work at such rate of progress to ensure full completion as set forth in the RFP and the Primary Contractor's Proposal. For reasons within the Primary Contractor's control, if the Primary Contractor shall fail to complete the Work, or shall be responsible for a delay which results in the failure to complete the Work within the time specified, or extension of time granted by the Authority, subject to the cure period set forth in Section 8, then the Primary Contractor will pay the Authority an amount sufficient to compensate the Authority for its damages incurred as a result of such failure to complete.</p>	<p>The NJEDA is not willing to consider or accept the requested modifications.</p>
109	<p>Contract, Section 11- Time and Completion and damages</p> <p>[Vendor] does not agree to time is of the essence provisions.</p>	<p>See answer to question 108.</p>
110	<p>Contract – Time for Completion and Damages</p> <p>Will NJEDA consider modifying the following term? Proposed</p>	<p>See answer to question 108.</p>

	language below:	
111	<p>Contract – Contract transition</p> <p>Will NJEDA consider modifying the following term? Proposed language below:</p> <p>In the event that a new contract has not been awarded prior to the contract expiration date, as may be extended herein, the Authority reserves the right, in its sole discretion, to extend the Agreement on a month-to-month basis beyond the expiration or termination, until a replacement Contractor is engaged to provide the requisite services. It shall be incumbent upon the Contractor to continue the contract under the same terms and conditions until a new contract can be completely operational. At no time shall this transition period extend more than 60 days beyond the expiration date of this Agreement, including any extensions exercised.</p>	The NJEDA is not willing to consider or accept the requested modifications.
112	<p>Contract, Section 13 - Political Campaign Contributions</p> <p>Proposer requests modification as follows:</p> <p>Individuals subject to prohibition on contributions under Section 13 shall mean only the direct [Vendor] personnel billing time to the project.</p>	The NJEDA is not willing to consider or accept the requested modifications.
113	<p>Contract, Section 14 – General Conditions</p> <p>Proposer requests modification as follows:</p> <p>L. The Primary Contractor shall not disclose to any third party the contents of the information, reports, findings, analysis, surveys, drawings and creative elements generated or produced in performance of this Contract, or provide copies of same, without the prior written consent of the Authority, except where such information, reports, etc. are legally required, by order of court or administrative agency, state or federal, <u>or applicable professional standards</u>.</p>	The NJEDA is not willing to consider or accept the requested modifications.
114	<p>Contract – Substitution of Staff</p> <p>Will NJEDA consider modifying the following term? Proposed language below:</p> <p>If it becomes necessary for the Contractor to substitute any management, supervisory or key personnel, the Contractor shall identify the substitute personnel and the work to be</p>	The NJEDA is not willing to consider or accept the requested modifications.

	<p>performed. The Contractor must provide detailed justification documenting the necessity for the substitution. Resumes must be submitted evidencing that the individual(s) proposed as substitute(s) have qualifications and experience similar to the individual(s) originally proposed or currently assigned. No substitute personnel are authorized to begin work until the Contractor has received verbal/written approval to proceed from the Authority's Designated Contract Manager.</p>	
115	<p>Contract - Substitution or Addition of Subcontractor(s)/Subconsultant(s)</p> <p>Will NJEDA consider modifying the following term? Proposed language below:</p> <p>The qualifications and experience of the replacement(s) must be similar to those of similar personnel proposed by the Contractor in its Proposal.</p>	<p>The NJEDA is not willing to consider or accept the requested modifications.</p>
116	<p>Contract – Data Confidentiality</p> <p>Will NJEDA consider modifying the following term? Proposed language below:</p> <p>When requested, the Contractor and all project staff including its Subcontractor(s) must complete and sign confidentiality and non-disclosure agreements provided by the Authority. The Contractor may be required to view yearly security awareness and confidentiality training modules, or other training methods provided by the Authority. Where required, it shall be the Contractor's responsibility to ensure that any new staff sign the confidentiality agreement and complete the security awareness and confidentiality training modules within one month of the employees' start date.</p>	<p>The NJEDA is not willing to consider or accept the requested modifications.</p>
117	<p>Contract – Liquidated Damages</p> <p>Will NJEDA consider modifying the following term? Proposed language below:</p>	<p>The NJEDA is not willing to consider or accept the requested modifications.</p>
118	<p>Contract – Maintenance of Records</p> <p>Will NJEDA consider modifying the following term? Proposed language below:</p>	<p>The NJEDA cannot consider or accept the requested modifications.</p>

	<p>The Contractor shall maintain time sheets and expense reports records for products and/or services delivered against the contract for a period of three (3) 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 OSC, for audit and review, upon thirty (30) days prior written notice and no more than once annually.</p>	<p>This requirement is mandated by statute and cannot be modified. Please review <u>N.J.S.A. 52:15C-14(d)</u> and <u>N.J.A.C. 17:44-2.2</u>.</p>
<p>119</p>	<p>Contract, Request for Additional Conditions</p> <p>Proposer requests modification as follows:</p> <p style="padding-left: 40px;">A. Limitation of Liability</p> <p>Notwithstanding anything else in this contract to the contrary, including all attachments, the liability of Contractor on account of any actions, damages, claims, liabilities, costs, expenses or losses in any way arising out of or relating to the services performed under the Agreement shall be limited to the amount of fees paid or owing to Contractor under the Agreement. In no event shall Contractor be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss asserted, whether in contract, statute, rule, regulation or tort (including but not limited to negligence) or otherwise, and shall survive contract termination or expiration.</p>	<p>The NJEDA is not willing to consider or accept the requested modifications.</p>
<p>120</p>	<p>Contract - Additional Conditions requested</p> <p>Proposer requests modification as follows:</p> <p style="padding-left: 40px;">B. Third Party Usage</p> <p>The Authority acknowledges and agrees that any advice, recommendations, information, Deliverables or other work product ("Advice") provided by Contractor in connection with the services under the Agreement is intended for the Authority's sole benefit and Contractor does not authorize any party other than the Authority to benefit from or rely upon such Advice, or make any claims against Contractor relating thereto. Any such benefit or reliance by another party shall be at such party's sole risk. Contractor may, in its sole discretion mark such Advice to reflect the foregoing. Except for disclosures that are required by law or that are expressly permitted by this Agreement, the Authority will not disclose, or permit access to such Advice to any third party without Contractor's prior written consent.</p>	<p>The NJEDA is not willing to consider or accept the requested modifications.</p>

<p>121</p>	<p>Additional Conditions</p> <p>Proposer requests modification as follows:</p> <p style="padding-left: 40px;">C. Use of vendors</p> <p>The Authority acknowledges and agrees that Contractor-controlled parties, Member Firms of the [Vendor] and other third party service providers (collectively, "Vendors") may have access to Confidential Information from offshore locations, and that Contractor uses Vendors within and outside of the United States to provide at Contractor's direction administrative or clerical services to Contractor. In addition, Contractor's audit technologies, software productivity tools and certain technology infrastructure and, necessarily, your confidential information, may be hosted in cloud environments operated by Vendors. These Vendors may in the performance of such services have access to the Authority's Confidential Information. Contractor represents to the Authority that with respect to each Vendor, Contractor has technical, legal and/or other safeguards, measures and controls in place to protect Confidential Information of the Authority from unauthorized disclosure or use. Contractor shall be responsible to the Authority for Contractor-controlled, member Firms or Vendor's failure to comply.</p>	<p>The NJEDA is not willing to consider or accept the requested modifications.</p>
<p>122</p>	<p>Contract - Additional Conditions requested</p> <p>Proposer requests modification as follows:</p> <p style="padding-left: 40px;">D. Disputes</p> <p>The parties agree that any dispute or claim arising out of or relating to the Agreement or the services provided thereunder shall first be submitted to non-binding mediation as a prerequisite to litigation. Mediation may take place at a location to be designated by the parties using the Mediation Procedures of the International Institute for Conflict Prevention and Resolution, with the exception of paragraph 2 (Selecting the Mediator). If, after good faith efforts, the parties are unable to resolve their dispute through mediation within ninety (90) days after the issuance by one of the parties of a request for mediation, then the parties are free to pursue all other legal and equitable remedies available to them. Nothing herein shall preclude Contractor from filing a timely formal claim in accordance with applicable [insert State] law provided, however, that Contractor shall, if permitted, seek a stay of said claim during the pendency of any mediation. Either party may seek to enforce any written</p>	<p>The NJEDA is not willing to consider or accept the requested modifications.</p>

	agreement reached by the parties during mediation in any court of competent jurisdiction.	
123	<p>Contract - Additional Conditions requested</p> <p>Proposer requests modification as follows:</p> <p style="padding-left: 40px;">E. Volume Rebates</p> <p>Where Contractor is reimbursed for expenses, Contractor's policy is to bill clients the amount incurred at the time the good or service is purchased. If Contractor subsequently receives a volume rebate or other incentive payment from a vendor relating to such expenses, Contractor does not credit such payment to its clients. Instead, Contractor applies such payments to reduce its overhead costs, which costs are taken into account in determining Contractor's standard billing rates and certain transaction charges that may be charged to clients.</p>	The NJEDA is not willing to consider or accept the requested modifications.
124	<p>Contract – Service – Related terms</p> <p>Proposer requests modification as follows:</p> <p>As with all services we provide, there are additional related professional terms that are typically incorporated into the service contract in some manner, as applicable to such service.</p> <p>Assignment. Except as otherwise provided herein, neither party shall assign this Contract or any individual party's rights or privileges without the prior written consent of the other party, which consent shall not be unreasonably delayed, conditioned or withheld; provided, however, that the applicable [Vendor] company may assign the contract to any company which controls, is controlled by, or is under common control with [Vendor], or in the event of a merger, acquisition or sale of all or substantially all of the assets thereof.</p> <p>Subpoena Fees. If any person or entity requests or subpoenas any [Vendor] deliverables or other services-related information or materials within [Vendor]'s custody or control, [Vendor] will, unless legally prohibited, promptly inform Client of such request or subpoena so that Client may seek from a court of competent jurisdiction a protective order or other appropriate remedy to limit the disclosure. If [Vendor] is required to respond to the request or subpoena or to provide testimony, Client agrees to compensate [Vendor] for reasonable costs and expenses incurred (e.g., reimbursement of reasonable attorneys' fees and</p>	The NJEDA is not willing to consider or accept the requested modifications.

<p>disbursements), including, without limitation, compensating [Vendor] (at hourly rates, as applicable) for responding to legal requests or demands for information and preparing for and testifying at deposition, proceedings and/or trials.</p> <p>Liquidated Damages/Penalty Damages. [Vendor] does not agree to any form of liquidated and/or penalty damages.</p> <p>Audit. Due to confidentiality we can only permit a narrowed audit right as follows: Upon prior written notice to [Vendor], upon no less than thirty (30) days' notice (during [Vendor]'s normal business hours) and not more than once annually during the term of this contract and subject to the appropriate confidentiality undertakings by Client, Client may obtain from [Vendor]: (i) a summary of [Vendor]'s most recent third-party audit report/security certificates as may be applicable (i.e. ISO 27001 or SOC2, or similar) and/or on overview of [Vendor]'s implementation of commercially reasonable information security and privacy practices shared by video/telephone/web conference or by response to questionnaires; and/or (ii) copies of accounting records to enable Client to audit and verify any applicable records that demonstrate [Vendor]'s compliance with its obligations under this contract, limited to [Vendor]'s time and expense records for the prior 12 month period but excluding payroll records. Nothing set forth in this contract shall require and [Vendor] will not grant Client (or any representative on Client's behalf) any access to [Vendor]'s material nonpublic information not related to the services or deliverables, [Vendor]'s premises, facilities, or underlying systems/platforms, infrastructure or similar, or any third-party confidential information. Each party agrees to hold confidential all information learned and determinations made in the course of any inspection or audit.</p> <p>Background Checks – We can provide an attestation that a check was run and completed upon request. We do not provide the full report. Any checks done outside of [Vendor]'s standard process are billed to the client.</p> <p>Work Outside the US – [Vendor] will work within the US, provided requested services do not necessitate otherwise.</p> <p>Data Breach Notification Services – [Vendor] does not provide fees or services for this.</p> <p>Warranty from Client regarding Information Supplied to [Vendor] in connection with the services – [Vendor] requires the Client confirm that the Client has the right to supply [Vendor] with information for the purpose of providing the services (including without limitation PII and/or information covered by HIPAA) and is in compliance with applicable data privacy laws/regulations when providing this information to [Vendor].</p>	
---	--

Part 2: Additions, Deletions, Clarifications & Modifications to the RFP		
No.	Description	Clarification/ Modification
1.	Currently, the deadline for proposal submissions is September 20, 2022 on or before 2:00 p.m. ET.	The Authority is extending the date for the proposal submission deadline has been extended from September 20, 2022 to September 26, 2022 on or before 2:00 p.m. ET.