Federally-Based Contracts
Request for Quotation

For: Integrity Oversight Monitoring: Program and Performance Monitoring, Financial Monitoring and Grant Management and Anti-Fraud Monitoring for COVID-19 Recovery Funds and Programs

Event	Date	Time
Questions Regarding Request for Quote Due Date	October 28, 2020	2:00 PM
Request for Quote Submission Due Date	December 18, 2020	2:00 PM

Dates are subject to change. All times contained in the Request for Quote refer to Eastern Time. All changes will be reflected in Bid Amendments to the Request for Quote posted on Using Agency website.

Request For Quote Issued By:

State of New Jersey
Department of the Treasury, Division of Administration
50 West State Street, Trenton, NJ 08625

Date: April 12, 2021

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Attachment 1: Integrity Oversight Monitor Guidelines
Attachment 2: Report Template

1.0 INFORMATION FOR BIDDERS

NOTICE: ***The Bidder is advised to thoroughly read all sections and follow all instructions contained in this Request for Quote (RFQ) before preparing and submitting its Quote. See Section 2.0 for Definitions***

The Contract will be awarded in the State of New Jersey's eProcurement system, ***NJSTART*** (www.njstart.gov). The Bidder is advised to read through all Quick Reference Guides (QRGs) located on the NJSTART Vendor Support Page for information.

Please be advised that in accordance with P.L. 2018, c. 9, also known as the Diane B, Allen Equal Pay Act, which was signed in to law by Governor Phil Murphy on April 24, 2018, a contractor performing "qualifying services" or "public work" to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. For more information and report templates see https://nj.gov/labor/equalpay/equalpay.html.

1.1 PURPOSE AND INTENT

This RFQ is issued by the Department of the Treasury. The purpose of this RFQ is to solicit Quotes from interested qualified firms who can provide Program and Process Management Monitoring, Financial Auditing and Grant Management and Integrity Monitoring/Anti-Fraud support services for the disbursement of COVID-19 Recovery Funds. For the purposes of this RFQ, COVID-19 Recovery Funds shall not include funds awarded to the State pursuant to Section 5001 of the Coronavirus Aid, Relief and Economic Security Act. Pub. L. 116-136.

The intent of this RFQ is to award a Contract to those responsible Bidders whose Quotes, conforming to this RFQ are most advantageous to the State, price and other factors considered in the following three areas of expertise: (1) Program and Process Management Monitoring; (2) Financial Auditing and Grant Management; and (3) Integrity Monitoring/Anti-fraud service from which each principal department and agency of this State, as well as each independent State authority may select a qualified Contractor selected through this RFQ pursuant to an Engagement Process as defined in Section 1.3 below. The State may award contracts for all or some of the services. The State, however, reserves the right to separately procure individual requirements that are the subject of the Contract during the Contract term, when deemed by the Director of the Division of Purchase and Property (Director) to be in the State's best interest.

Award of the Contracts will be to those qualified Bidders whose Quotes, conforming to the RFQ, are most advantageous to the State, price and other factors considered. Bidders may be qualified in more than one area of expertise. Quotes will only be accepted from Bidders with an active GSA contract under SINs 541611, 541211, or Ancillary SINs as defined by GSA eBuy.

The State of NJ Standard Terms and Conditions (SSTC) accompanying this RFQ will apply to all Contracts made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFQ and should be read in conjunction with them unless the RFQ specifically indicates otherwise.

1.2 BACKGROUND

On March 9, 2020, Governor Murphy issued Executive Order 103 declaring both a Public Health Emergency and State of Emergency in light of the dangers of the Coronavirus disease 2019 ("COVID-19"). 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. On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act, H.R. 748, ("CARES Act") was enacted to provide economic stimulus in response to the global pandemic caused by COVID-19, (COVID-19 Recovery Funds). The CARES Act, among other things, was enacted to assist State, Local and Tribal governments navigate the impact of the COVID-19 outbreak and cover necessary expenditures related to the public health emergency incurred between March 1, 2020 and December 30, 2020.

On July 17, 2020, Governor Murphy signed Executive Order 166 ("EO 166"), which, among other things, established the 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 each principal department and agency of this State, as well as each independent State authority COVID-19 Recovery Program Participants, referred to in this RFQ as "Using Agencies," that receive or administer COVID-19 Recovery Funds 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 Oversight Integrity Monitors ("Integrity Monitors"). Using Agencies may retain and appoint Integrity Monitors to oversee the disbursement of COVID-19 Recovery Funds and the administration of a COVID-19 Recovery Program. See Integrity Oversight Monitor Guidelines at Attachment 1. Integrity Monitors are intended to serve as an important part of the State's accountability infrastructure while working with Using Agencies in developing measures to prevent, detect, and remediate inefficiency and malfeasance in the expenditure of COVID-19 Recovery Funds.

EO 166 requires Using Agencies to identify an Accountability Officer to serve as central point of contact for tracking COVID-19 funds within each agency or authority and is responsible for working with and serving as a direct point of contact for the GDRO and the Taskforce.

The creation of a pool of qualified Integrity Monitors through the issuance of this RFQ will support monitoring and oversight and ensure that Using Agencies administer COVID-19 Recovery Funds in compliance with program, financial, and administrative requirements set forth in the federal-state grant agreement, the State-Recovery Program Participant sub-grant agreement, and applicable federal and state laws, regulations, and guidelines.

1.2.1 ENGAGEMENT PROCESS

The retention of a Contractor(s) by a Using Agency from the pool established pursuant to this RFQ will follow the below process:

- A Using Agency will designate an agency employee to act as the contract manager for a Contractor Engagement (Agency Contract Manager), which may be the Accountability Officer. The Agency Contract Manager will notify the State Contract Manager, on a form prescribed by Treasury, along with any required supporting documentation, of its request for a Contractor. The Agency Contract Manager will indicate which Contractor services are required.

- The Agency Contract Manager will develop an Engagement Query on an individual basis. The Engagement Query will include a detailed scope of work; specific performance milestones, timelines, and standards and deliverables and liquidated damages for failure to meet any required milestones, timelines or standards or deliverables.

- The Agency Contract Manager, in consultation with the Office of the Attorney General, Division of Law, will structure a liquidated damages provision for the failure to meet any required milestones, timelines, or standards or deliverables, as appropriate.

- The Agency Contract Manager will submit its Engagement Query to the State Contract Manager. Upon approval by the State Contract Manager, but prior to the solicitation of any services, the Engagement Query will be sent to OSC for approval pursuant to EO 166. After receiving approval from OSC, the State Contract Manager will send the Engagement Query to all eligible Contractors within the pool.

- Interested and eligible Contractors shall respond to the Engagement Query within the timeframe designated by the State Contract Manager, with a detailed proposal that includes a detailed budget, timelines, and plan to perform the scope of work and other requirements of the Engagement Query. Contractors shall identify any potential conflicts of interest that would prevent them from accepting an Engagement.

- The State Contract Manager will forward to the Agency Contract Manager all proposals received in response to the Engagement Query. The Agency Contract Manager will review the proposals and select the Contractor whose proposal represents the best value, price and other factors considered. The Agency Contract Manager will memorialize in writing the justification for selecting an Integrity Monitor(s).

- Prior to finalizing any Engagement under this contract, the Agency Contract Manager, in consultation with the Accountability Officer, will independently determine whether the intended Contractor has any potential conflicts with the engagement.

- The State Contract Manager, on behalf of the Using Agency, will then issue a Letter of Engagement with a "Not to Exceed" clause to the engaged Contractor and work with the Agency Contract Manager to begin the issuance of Letter of Engagement.

1.3 QUESTION AND ANSWER PERIOD

The State will electronically accept questions and inquiries from all potential Bidders.

A. Questions should be directly tied to the RFQ and asked in consecutive order, from beginning to end, following the organization of the RFQ; and

B. Each question should begin by referencing the RFQ page number and section number to which it relates.

A Bidder shall submit questions only to the State designee [redacted] in writing. The State will not accept any question in person or by telephone concerning this RFQ.

The cut-off date for electronic questions relating to this RFQ is indicated on the RFQ cover sheet. In the event that questions are posed by Bidders, answers to such questions will be issued by Addendum. Any Addendum to this RFQ will become part of this RFQ and part of any Contract awarded as a result of this RFQ. Addenda to this RFQ, if any, will be posted to the State's website.

1.3.1 SUBMISSION OF QUOTES

In order to be considered for award, the Quote must be received by the State at the designated time and place.

A Quote must be submitted electronically by email to the following email address by 2:00 PM on the date listed on the cover sheet of this RFQ or electronically through GSA eBuy:

[redacted]

QUOTES NOT RECEIVED PRIOR TO THE QUOTE OPENING DEADLINE SHALL BE REJECTED. THE DATE AND TIME OF THE QUOTE OPENING IS INDICATED ON THE RFQ COVER SHEET.

IF THE QUOTE OPENING DEADLINE HAS BEEN REVISED, THE NEW QUOTE OPENING DEADLINE SHALL BE SHOWN ON THE POSTED ADDENDUM.

1.4 ADDITIONAL INFORMATION

1.4.1 BIDDER RESPONSIBILITY

The Bidder assumes sole responsibility for the complete effort required in submitting a Quote in response to this RFQ. No special consideration will be given after Quotes are opened because of a Bidder's failure to be knowledgeable as to all of the requirements of this RFQ.

1.4.2 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by a Bidder in the preparation and submittal of a Quote in response to this RFQ.

1.4.3 CONTENTS OF QUOTE

Quotes can be released to the public pursuant to N.J.A.C. 17:12-1.2(b) and (c), or under the New Jersey Open Public Records Act (OPRA), N.J.S.A. 47:1A-1.1 et seq., or the common law right to know.

After the opening of sealed Quotes, including Quotes submitted electronically, all information submitted by a Bidder in response to a RFQ is considered public information notwithstanding any disclaimers to the contrary submitted by a Bidder. Proprietary, financial, security and confidential information may be exempt from public disclosure by OPRA and/or the common law when the Bidder has a good faith legal/factual basis for such assertion.

When the RFQ contains a negotiation component, the Quote will not be subject to public disclosure until a notice of intent to award a Contract is announced.

As part of its Quote, a Bidder 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 Quote of any such designation should be clearly stated in a cover letter.

The State reserves the right to make the determination as to what is proprietary or confidential, and will advise the Bidder accordingly. Any proprietary and/or confidential information in a Quote will be redacted by the State. **The State will not honor any attempt by a Bidder to designate its entire Quote and/or prices as proprietary, confidential and/or to claim copyright protection for its entire Quote.** Copyright law does not prohibit access to a record which is otherwise available under OPRA. In the event of any challenge to the Bidder's assertion of confidentiality with which the State does not concur, the Bidder shall be solely responsible for defending its designation,

but in doing so, all costs and expenses associated therewith shall be the responsibility of the Bidder. The State assumes no such responsibility or liability.

A Bidder shall not designate any price lists and/or catalogs submitted as exempt from public disclosure as the same must be accessible to State Using Agencies and Cooperative Purchasing Program participants (if the RFQ has been extended to these participants) and thus must be made public to allow all eligible purchasing entities access to the pricing information.

1.4.4 ELECTRONIC SIGNATURES

Bidders submitting Quotes electronically may sign the forms required with the Quote, or required before Contract award, by electronically by typing the name of the authorized signatory in the "Signature" block as an alternative to downloading, physically signing the form, scanning the form, and uploading the form.

2.0 DEFINITIONS

2.1 CROSSWALK

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

When this Contract is awarded in the State of New Jersey's eProcurement system, ***NJSTART***, the ***NJSTART*** terminology listed below will be used

NJSTART **Term**	**Equivalent Existing New Jersey Term**
Bid/Bid Solicitation	RFQ/Solicitation
Bid Amendment	Addendum
Change Order	Contract Amendment
Master Blanket Purchase Order (Blanket P.O.)	Contract
Offer and Acceptance Page	Signatory Page
Vendor	Bidder/Contractor

2.2 GENERAL DEFINITIONS

Addendum – Written clarification or revision to this RFQ issued by the Using Agency. Bid Amendments, if any, will be issued prior to Quote opening due date.

Bidder – An entity offering a Quote in response to the Using Agency's RFQ.

Business Day - Any weekday, excluding Saturdays, Sundays, State 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.

Change Order – An amendment, alteration or modification of the terms of a Contract between the State and the Contractor(s). A Change Order is not effective until it is signed and approved in writing by the Director or Deputy Director, Division of Purchase and Property.

Cooperative Purchasing Program – The Division's intrastate program that provides procurement-related assistance to New Jersey local governmental entities and boards of education, State and county colleges and other public entities having statutory authority to utilize select State Blanket P.O.s issued by the División pursuant to the provisions of N.J.S.A. 52:25-16 et seq.

Contract – The Contract consists of the State of NJ Standard Terms and Conditions (SSTC), the RFQ, the responsive Quote submitted by a responsible Bidder as accepted by the State, the notice of award, any subsequent written document memorializing the agreement, any modifications to any of these documents approved by the State and any attachments, Bid Amendment or other supporting documents, or post-award documents including Change Orders agreed to by the State and the Contractor, in writing.

Contractor – The Bidder awarded a Contract resulting from this RFQ.

Days After Receipt of Order (ARO) - The number of calendar days 'After Receipt of Order' in which the Using Agency will receive the ordered materials and/or services.

Director – Director, Division of Purchase and Property, Department of the Treasury, who by statutory authority is the Chief Contracting Officer for the State of New Jersey.

Discount - The standard price reduction applied by the Bidder / Contractor to all items.

Division – The Division of Purchase and Property.

Evaluation Committee – A committee established or Using Agency staff member assigned by the Director to review and evaluate Quotes submitted in response to this RFQ and recommend a Contract award to the Director.

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.

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

Must – Denotes that which is a mandatory requirement.

No Bid – The Bidder is not submitting a price Quote for an item on a price line.

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

Project – The undertakings or services that are the subject of this RFQ.

QRGs – Quick Reference Guides.

Quote – Bidder's timely response to the RFQ including, but not limited to, technical Quote, price Quote, and any licenses, forms, certifications, or other documentation required by the RFQ.

Request For Quotes (RFQ) – This series of documents, which establish the bidding and contract requirements and solicits Quotes to meet the needs of the Using Agencies as identified herein, and includes the RFQ, State of NJ Standard Terms and Conditions (SSTC), price schedule, attachments, and Bid Amendments.

Shall – Denotes that which is a mandatory requirement.

Should – Denotes that which is permissible or 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 121.201, 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).

State – The State of New Jersey.

State Contract Manager (SCM) – The State employee responsible for overall management of the contract as set forth in Section 8.0. The SCM cannot direct or approve a Change Order.

State-Supplied Price Sheet – the bidding document created by the State and attached to this RFQ on which the Bidder submits its Quote pricing as is referenced and described in RFQ Section 4.1.4.

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

Subcontractor – An entity having an arrangement with a Contractor, whereby the Contractor uses the products and/or services of that entity to fulfill some of its obligations under its State Contract, while retaining full responsibility for the performance of all the Contractor's obligations under the Contract, including payment to the Subcontractor. The Subcontractor has no legal relationship with the State, only with the Contractor.

Task – A discrete unit of work to be performed.

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

Using Agency[ies] – A principal department and agency of this State, as well as each independent State authority, authorized to purchase products and/or services under a Blanket P.O. procured by the Division.

2.3 CONTRACT SPECIFIC DEFINITIONS/ACRONYMS

Accountability Officer - a senior level official designated by a Using Agency who shall serve as its primary liaison to the GDRO and OSC, and who shall oversee the disbursement of COVID-19 Recovery Funds and the administration of COVID-19 Recovery Programs.

Agency Contract Manager – The State employee responsible for managing the Contractor for the Using Agency. The Agency Contract Manager's responsibilities are set forth in Section 1.3.

Coronavirus Relief Funds (CRF) – funds awarded to the State pursuant to Section 5001 of the Coronavirus Aid, Relief and Economic Security Act. Pub. L. 116-136 incurred during the period that begins on March 1, 2020 and ends on December 30, 2020 to assist the State with economic recovery from the COVID-19 pandemic.

COVID-19 Recovery Funds – funds, except for CRF, awarded to the State pursuant to the Coronavirus Aid, Relief and Economic Security Act, Pub. L. 116-136 or subsequent federal legislation to assist the State with economic recovery from the COVID-19 pandemic.

COVID-19 Recovery Programs - eligible and planned uses of any funds disbursed by the federal or State government, except for CRF, to help New Jersey residents, businesses, non-profit organizations, government agencies, and other entities respond to or recover from the COVID-19 pandemic.

COVID-19 Recovery Program Participants (Using Agencies) – Using Agencies that receive or administer COVID-19 Recovery Funds or administers a COVID-19 Recovery Program.

Engagement - The retention of a Contractor(s) by a Using Agency from the pool established pursuant to this RFQ**.**

Engagement Process – The process for selecting a Contractor to provide integrity monitoring services described in Section 1.3.

Engagement Query – 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 that the Agency Contract Manager will submit to the State Contract Manager. Upon approval by the State Contract Manager, but prior to the

solicitation of any services, the Engagement Query shall be sent to OSC for approval pursuant to EO 166. After receiving approval from OSC, the State Contract Manager will send the Engagement Query to all eligible Integrity Monitors within the pool and request for competitive price quotes for all or some of the services listed under this RFQ.

GDRO – The Governor's Disaster Recovery Office

GSA – United States General Services Administration

Letter of Engagement - A letter sent from the State to begin a specific integrity monitoring project. The Letter of Engagement will include: (1) a detailed scope of work with specific performance milestones, timelines, standards and deliverables appropriate to the specific COVID-19 Recovery Program or expenditure of COVID-19 Funds; (2) a 'not to exceed" clause; and (3) a liquidated damages provision for failure to meet any required milestones, timelines or standards or deliverables.

OMB – State of New Jersey Office of Management and Budget.

OSC – The Office of the State Comptroller

SME – Subject Matter Expert.

3.0 SCOPE OF WORK – REQUIREMENTS OF THE CONTRACTOR

Engagements will be assigned by written Letter of Engagement containing a specific and detailed scope of work, with pricing based on a not to exceed clause pursuant to the selection of a qualified Contractor who through the Engagement Process and whose response to the Engagement Query is most advantageous to the State, price and other factors considered.

3.1 GENERAL TASKS

For each Engagement, the Tasks will generally include the following:

- Initial and ongoing risk assessments;
- Evaluation of project performance;
- Evaluation of internal controls associated with the Using Agency's financial management, cash management, acquisition management, property management, and records management capabilities;
- Validation of compliance with sub-grant award and 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 Using Agency 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 Using Agency 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 promote operational efficiency;
- Identifying present and future needs; and
- Promoting cooperation and communication among Integrity Monitors engaged by other Using Agencies (*e.g.,* to guard against duplication of benefits).

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 Using Agency to follow up on prior monitoring findings;
- Allegations of misuse of funds; and
- Receipt of complaints.

3.1.1 SPECIFIC TASKS BY CATEGORY

3.1.1.1 CATEGORY 1 - PROGRAM AND PROCESS MANAGEMENT AUDITING

The Contractor shall provide all of the following services, as applicable:

a) Development of processes, controls and technologies to support the execution of CARES Act federally funded programs in compliance with Federal and State guidance, including OMB Circulars;

b) Review and improve procedures addressing financial management;

c) Workload analysis; skills gap analysis, organizational effectiveness and workforce recruiting strategies;

d) Consulting services to support account reconciliations;

e) Quality assurance reviews and assessments associated with the payments process to ensure that they are in compliance with Federal and State regulations;

f) Risk analysis and identification of options for risk management for the Federal and State grant payment process;

g) Consulting services to reduce the reconciliation backlog for the Request for Reimbursements process; and

h) Consulting services providing Subject Matter Expert (SME) knowledge of required standards for related monitoring and financial standards under the CARES Act and other federal funding, as applicable.

3.1.1.2 CATEGORY 2 – FINANCIAL AUDITING AND GRANT MANAGEMENT

The Contractor shall provide all the following services, as applicable:

a) Plan, implement, administer, coordinate, monitor and evaluate the specific activities of all assigned financial and administrative functions. Develop and modify policies/procedures/systems in accordance with organizational needs and objectives, as well as applicable government regulations;

b) Provide technical knowledge and expertise to review and make recommendations to streamline grant management and fiscal management processes to ensure accountability of funds and compliance with program regulations;

c) Provide tools to be used by Using Agencies for the assessment of the performance of the financial transaction processes;

d) Monitor all grant management, accounting, budget management, and other business office functions regularly;

e) Provide and\or identify training for staff in the area of detection and prevention of fraud, waste and abuse; and

f) Ensure compliance with all applicable Federal and State accounting and financial reporting requirements.

3.1.1.3 CATEGORY 3 - INTEGRITY MONITORING/ANTI-FRAUD

Contractors selected from this pool must be able to provide all the following services, as applicable:

a) Forensic accounting and all specialty accounting services;

b) Continuing risk assessments and loss prevention strategies;

c) Performance and program monitoring and promotion of best practices as applicable to each Letter of Engagement issued under this Contract;

d) Prevention, detection and investigation of fraud and misconduct;

e) Implementation and management of appropriate compliance systems and controls required by State and Federal governing guidelines, regulations and law;

f) Provide data management systems/programs for the purpose of collecting, conducting and reporting required compliance and anti-fraud analytics.

The Contractor shall have the ability to provide integrity monitoring services for professional specialties such as engineering and structural integrity services, etc. either directly or through a subcontractor relationship.

3.1.2 DELIVERABLES AND DUE DATES

3.1.3 DELIVERABLES

Using the Integrity Monitor Report Template attached at Attachment 2, for each Engagement, the Contractor shall provide the following to the Using Agency:

1) Draft quarterly reports, which shall be due on the last day of the quarter detailing the specific services rendered during that quarter and any findings of waste, fraud or abuse;

2) Final quarterly reports to the State Treasurer, including any comments from the Using Agency, which shall be shared with the GDRO, the Senate President, Speaker of the General Assembly, the Attorney General and the State Comptroller; and

3) Any additional reporting requirements included in the Letter of Engagement.

3.1.4 DELIVERABLE DUE DATES

The Contractor shall comply with the deliverable schedule as set forth in the Letter of Engagement by each Using Agency.

3.1.5 REPORTING AND DOCUMENTATION

The Contractor shall provide and submit to the Using Agency and the State Contract Manager 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, 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 New Jersey Office of the Comptroller, 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 RFQ, 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.

3.2 LITIGATION SERVICES

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 State or any of its political sub-divisions resulting from the implementation of the contractor(s) recommendations.

Litigation Services 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.

3.3 TRAVEL EXPENSES AND REIMBURSEMENTS

Travel expenses and reimbursements shall be paid to the Contractor in accordance with Circular 20-04-OMB as follows:

The Contractor agrees to adhere to the General Services Administration (GSA) published travel rules and rates including disaster specific amendments in accordance with the Federal Travel Regulations. Reimbursable expenses shall be limited to the following:

a) Coach class air fare purchased at the lowest reasonably available rate and baggage fees, to include consultant deployment and demobilization travel;

b) Meals limited to the maximum current GSA per diem rate (receipts not required but will be supplied funding agencies require same)

c) Lodging limited to the maximum current GSA per diem rate to include GSA approved lodging waivers;

d) Rotation airfare for Contractor employees or approved sub-consultants/subcontractors will be reimbursed based on travel regulations in the above referenced circular policy which limits each individual to a maximum of one (1) extended weekend trip every two (2) weeks, with up to one (1) trip up every quarter being a trip that can extend up to a week in duration; coach class air fare purchased at the lowest reasonably available rate plus baggage fees. Additional rotations or extensions of rotation duration may also be allowed outside of this rotation policy if deemed cost-effective or for client-recognized holidays, as long as they are approved by the State; and

e) Mileage for Contractor's privately owned vehicles at the current New Jersey rate of 35 cents per mile.

3.4 SECURITY PLAN

The Contractor shall submit a detailed Security Plan that addresses the Contractor's approach to meeting each applicable security requirement outlined below, to the State, no later than 30 days after the award of the Contract. The State approval of the Security Plan shall be set forth in writing.

In the event that the State reasonably rejects the Security Plan after providing the Contractor an opportunity to cure, the Director may terminate the Contract pursuant to the SSTC.

3.4.1 INFORMATION SECURITY PROGRAM MANAGEMENT

The Contractor shall establish and maintain a framework to provide assurance that information security strategies are aligned with and support the State's business objectives, are consistent with applicable laws and regulations through adherence to policies and internal controls, and provide assignment of responsibility, in an effort to manage risk. Information security program management shall include, at a minimum, the following:

A. Establishment of a management structure with clear reporting paths and explicit responsibility for information security;
B. Creation, maintenance, and communication of information security policies, standards, procedures, and guidelines to include the control areas listed in sections below;
C. Development and maintenance of relationships with external organizations to stay abreast of current and emerging security issues and for assistance, when applicable; and
D. Independent review of the effectiveness of the Contractor's information security program.

3.4.2 COMPLIANCE

The Contractor shall develop and implement processes to ensure its compliance with all statutory, regulatory, contractual, and internal policy obligations applicable to this Contract. Examples include but are not limited to General Data Protection Regulation (GDPR), Payment Card Industry Data Security Standard (PCI DSS), Health Insurance Portability and Accountability Act of 1996 (HIPAA), IRS-1075. Contractor shall timely update its processes as applicable standards evolve.

A. Within ten (10) days after award, the Contractor shall provide the State with contact information for the individual or individuals responsible for maintaining a control framework that captures statutory, regulatory, contractual, and policy requirements relevant to the organization's programs of work and information systems;
B. Throughout the solution development process, Contractor shall implement processes to ensure security assessments of information systems are conducted for all significant development and/or acquisitions, prior to information systems being placed into production; and
C. The Contractor shall also conduct periodic reviews of its information systems on a defined frequency for compliance with statutory, regulatory, and contractual requirements. The Contractor shall document the results of any such reviews.

3.4.3 PERSONNEL SECURITY

The Contractor shall implement processes to ensure all personnel having access to relevant State information have the appropriate background, skills, and training to perform their job responsibilities in a competent, professional, and secure manner. Workforce security controls shall include, at a minimum:

A. Position descriptions that include appropriate language regarding each role's security requirements;
B. To the extent permitted by law, employment screening checks are conducted and successfully passed for all personnel prior to beginning work or being granted access to information assets;
C. Rules of behavior are established and procedures are implemented to ensure personnel are aware of and understand usage policies applicable to information and information systems;
D. Access reviews are conducted upon personnel transfers and promotions to ensure access levels are appropriate;

E. Contractor disables system access for terminated personnel and collects all organization owned assets prior to the individual's departure; and
F. Procedures are implemented that ensure all personnel are aware of their duty to protect information assets and their responsibility to immediately report any suspected information security incidents.

3.4.4 SECURITY AWARENESS AND TRAINING

The Contractor shall provide periodic and on-going information security awareness and training to ensure personnel are aware of information security risks and threats, understand their responsibilities, and are aware of the statutory, regulatory, contractual, and policy requirements that are intended to protect information systems and State Confidential Information from a loss of confidentiality, integrity, availability and privacy. Security awareness and training shall include, at a minimum:

- Personnel are provided with security awareness training upon hire and at least annually, thereafter;
- Security awareness training records are maintained as part of the personnel record;
- Role-based security training is provided to personnel with respect to their duties or responsibilities (e.g. network and systems administrators require specific security training in accordance with their job functions); and
- Individuals are provided with timely information regarding emerging threats, best practices, and new policies, laws, and regulations related to information security.

3.4.5 RISK MANAGEMENT

The Contractor shall establish requirements for the identification, assessment, and treatment of information security risks to operations, information, and/or information systems. Risk management requirements shall include, at a minimum:

A. An approach that categorizes systems and information based on their criticality and sensitivity;
B. An approach that ensures risks are identified, documented and assigned to appropriate personnel for assessment and treatment;
C. Risk assessments shall be conducted throughout the lifecycles of information systems to identify, quantify, and prioritize risks against operational and control objectives and to design, implement, and exercise controls that provide reasonable assurance that security objectives will be met; and
D. A plan under which risks are mitigated to an acceptable level and remediation actions are prioritized based on risk criteria and timelines for remediation are established. Risk treatment may also include the acceptance or transfer of risk.

3.4.6 PRIVACY

- Data Ownership. The State is the data owner. Contractor shall not obtain any right, title, or interest in any of the data furnished by the State, or information derived from or based on State data.

- Data usage, storage, and protection of PII and State Confidential Information, as defined in Section 5.8 are subject to all applicable international, federal and state statutory and regulatory requirements, as amended from time to time, including, without limitation, those for HIPAA, Tax Information Security Guidelines for Federal, State, and Local Agencies (IRS Publication 1075), New Jersey State tax confidentiality statute, the New Jersey Privacy Notice found at NJ.gov, 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 shall also conform to PCI DSS, where applicable.

- Security: Contractor agrees to take appropriate administrative, technical and physical safeguards reasonably designed to protect the security, privacy, confidentiality, and integrity of user information. Contractor shall ensure that PII and other State Confidential Information is secured and encrypted during transmission or at rest.

- Data Transmission: The Contractor shall 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 Contract or the State of New Jersey. The Contractor shall only transmit or exchange data with the State of New Jersey or other parties through secure means supported by current technologies. The Contractor shall encrypt all PII and other State Confidential Information as defined 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 State 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 State Contract Manager. The Contractor must not store or transfer State of New Jersey data outside of the United States.

- Data Re-Use: All State data shall be used expressly and solely for the purposes enumerated in the Contract Data shall not be distributed, repurposed or shared across other applications, environments, or business units of the Contractor. No State data of any kind shall 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 State Contract Manager.

- Data Breach: In the event of any actual, probable or reasonably suspected breach of security, or any unauthorized access to or acquisition, use, loss, destruction, compromise, alteration or disclosure of any PII (each, a security breach) that may concern any State Confidential Information or PII, Contractor shall: (a) notify the State immediately of such breach, but in no event later than 24 hours after such security breach; (b) designate a single individual employed by Contractor who shall be available to the State 24 hours per day, seven (7) days per week as a contact regarding Contractor's obligations under Section 3.4.33 (Incident Response); (c) not provide any other notification or provide any disclosure to the public regarding such security breach without the prior written consent of the State, unless required to provide such notification or to make such disclosure pursuant to any applicable law, regulation, rule, order, court order, judgment, decree, ordinance, mandate or other request or requirement now or hereafter in effect, of any applicable governmental authority or law enforcement agency in any jurisdiction worldwide (in which case Contractor shall consult with the State and reasonably cooperate with the State to prevent any notification or disclosure concerning any PII, security breach, or other State Confidential Information); (d) assist the State in investigating, remedying and taking any other action the State deems necessary regarding any security breach and any dispute, inquiry, or claim that concerns the security breach; (e) follow all instructions provided by the State relating to the State Confidential Information affected or potentially affected by the security breach; (f) take such actions as necessary to prevent future security breaches; and (g) unless prohibited by an applicable statute or court order, notify the State of any third party legal process relating to any security breach including, at a minimum, any legal process initiated by any governmental entity (foreign or domestic).

- Minimum Necessary. Contractor shall ensure that PII and other State Confidential Information requested represents the minimum necessary information for the services as described in this RFQ and, unless otherwise agreed to in writing by the State, that only

necessary individuals or entities who are familiar with and bound by the Contract will have access to the State Confidential Information in order to perform the work.

- End of Contract Data Handling: Upon termination/expiration of this Contract the Contractor shall first return all State data to the State in a usable format as defined in the Contract, or in an open standards machine-readable format if not. The Contractor shall then erase, destroy, and render unreadable all Contractor back up copies of State data according to the standards enumerated in accordance with the State's most recent Media Protection policy, https://www.nj.gov/it/docs/ps/NJ_Statewide_Information_Security_Manual.pdf, and certify in writing that these actions have been completed within 30 days after the termination/expiration of the Contract or within seven (7) days of the request of an agent of the State whichever should come first.

- In the event of loss of any State data or records where such loss is due to the intentional act, omission, or negligence of the Contractor or any of its subcontractors or agents, the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the State Contract Manager. The Contractor shall ensure that all data is backed up and is recoverable by the Contractor. In accordance with prevailing federal or state law or regulations, the Contractor shall report the loss of non-public data.

3.4.7 ASSET MANAGEMENT

The Contractor shall implement administrative, technical, and physical controls necessary to safeguard information technology assets from threats to their confidentiality, integrity, or availability, whether internal or external, deliberate or accidental. Asset management controls shall include at a minimum:

A. Information technology asset identification and inventory;
B. Assigning custodianship of assets; and
C. Restricting the use of non-authorized devices.

3.4.8 SECURITY CATEGORIZATION

The Contractor shall implement processes that classify information and categorize information systems throughout their lifecycles according to their sensitivity and criticality, along with the risks and impact in the event that there is a loss of confidentiality, integrity, availability, or breach of privacy. Information classification and system categorization includes labeling and handling requirements. Security categorization controls shall include the following, at a minimum:

A. Implementing a data protection policy;
B. Classifying data and information systems in accordance with their sensitivity and criticality;
C. Masking sensitive data that is displayed or printed; and
D. Implementing handling and labeling procedures.

3.4.9 MEDIA PROTECTION

The Contractor shall establish controls to ensure data and information, in all forms and mediums, are protected throughout their lifecycles based on their sensitivity, value, and criticality, and the impact that a loss of confidentiality, integrity, availability, and privacy would have on the Contractor, business partners, or individuals. Media protections shall include, at a minimum:

A. Media storage/access/transportation;
B. Maintenance of sensitive data inventories;
C. Application of cryptographic protections;
D. Restricting the use of portable storage devices;

E. Establishing records retention requirements in accordance with business objectives and statutory and regulatory obligations; and
F. Media disposal/sanitization.

3.4.10 CRYPTOGRAPHIC PROTECTIONS

The Contractor shall employ cryptographic safeguards to protect sensitive information in transmission, in use, and at rest, from a loss of confidentiality, unauthorized access, or disclosure. Cryptographic protections shall include at a minimum:

A. Using industry standard encryption algorithms;
B. Establishing requirements for encryption of data in transit;
C. Establishing requirements for encryption of data at rest; and
D. Implementing cryptographic key management processes and controls.

3.4.11 ACCESS MANAGEMENT

The Contractor shall establish security requirements and ensure appropriate mechanisms are provided for the control, administration, and tracking of access to, and the use of, the Contractor's information systems that contain or could be used to access State data. Access management plan shall include the following features:

A. Ensure the principle of least privilege is applied for specific duties and information systems (including specific functions, ports, protocols, and services), so processes operate at privilege levels no higher than necessary to accomplish required organizational missions and/or functions;
B. Implement account management processes for registration, updates, changes and de-provisioning of system access;
C. Apply the principles of least privilege when provisioning access to organizational assets;
D. Provision access according to an individual's role and business requirements for such access;
E. Implement the concept of segregation of duties by disseminating tasks and associated privileges for specific sensitive duties among multiple people;
F. Conduct periodic reviews of access authorizations and controls.

3.4.12 IDENTITY AND AUTHENTICATION

The Contractor shall establish procedures and implement identification, authorization, and authentication controls to ensure only authorized individuals, systems, and processes can access the State's information and Contractor's information and information systems. Identity and authentication provides a level of assurance that individuals who log into a system are who they say they are. Identity and authentication controls shall include, at a minimum:

A. Establishing and managing unique identifiers (e.g. User-IDs) and secure authenticators (e.g. passwords, biometrics, personal identification numbers, etc.) to support nonrepudiation of activities by users or processes; and
B. Implementing multi-factor authentication (MFA) requirements for access to sensitive and critical systems, and for remote access to the Contractor's systems.

3.4.13 REMOTE ACCESS

The Contractor shall strictly control remote access to the Contractor's internal networks, systems, applications, and services. Appropriate authorizations and technical security controls shall be implemented prior to remote access being established. Remote access controls shall include at a minimum:

A. Establishing centralized management of the Contractor's remote access infrastructure;
B. Implementing technical security controls (e.g. encryption, multi-factor authentication, IP whitelisting, geo-fencing); and
C. Training users in regard to information security risks and best practices related remote access use.

3.4.14 SECURITY ENGINEERING AND ARCHITECTURE

The Contractor shall employ security engineering and architecture principles for all information technology assets, and such principles shall incorporate industry recognized leading security practices and sufficiently address applicable statutory and regulatory obligations. Applying security engineering and architecture principles shall include:

A. Implementing configuration standards that are consistent with industry-accepted system hardening standards and address known security vulnerabilities for all system components;
B. Establishing a defense in-depth security posture that includes layered technical, administrative, and physical controls;
C. Incorporating security requirements into the systems throughout their life cycles;
D. Delineating physical and logical security boundaries;
E. Tailoring security controls to meet organizational and operational needs;
F. Performing threat modeling to identify use cases, threat agents, attack vectors, and attack patterns as well as compensating controls and design patterns needed to mitigate risk;
G. Implementing controls and procedures to ensure critical systems fail-secure and fail-safe in known states; and
H. Ensuring information system clock synchronization.

3.4.15 CONFIGURATION MANAGEMENT

The Contractor shall ensure that baseline configuration settings are established and maintained in order to protect the confidentiality, integrity, and availability of all information technology assets. Secure configuration management shall include, at a minimum:

A. Hardening systems through baseline configurations; and
B. Configuring systems in accordance with the principle of least privilege to ensure processes operate at privilege levels no higher than necessary to accomplish required functions.

3.4.16 ENDPOINT SECURITY

The Contractor shall ensure that endpoint devices are properly configured, and measures are implemented to protect information and information systems from a loss of confidentiality, integrity, and availability. Endpoint security shall include, at a minimum:

A. Maintaining an accurate and updated inventory of endpoint devices;
B. Applying security categorizations and implementing appropriate and effective safeguards on endpoints;
C. Maintaining currency with operating system and software updates and patches;
D. Establishing physical and logical access controls;
E. Applying data protection measures (e.g. cryptographic protections);
F. Implementing anti-malware software, host-based firewalls, and port and device controls;
G. Implementing host intrusion detection and prevention systems (HIDS/HIPS) where applicable;
H. Restricting access and/or use of ports and I/O devices; and
I. Ensuring audit logging is implemented and logs are reviewed on a continuous basis.

3.4.17 ICS/SCADA/OT SECURITY

The Contractor shall implement controls and processes to ensure risks, including risks to human safety, are accounted for and managed in the use of Industrial Control Systems (ICS), Supervisory Control and Data Acquisition (SCADA) systems and Operational Technologies (OT). ICS/SCADA/OT Security requires the application of all of the enumerated control areas in this RFQ, including, at a minimum:

A. Conducting risk assessments prior to implementation and throughout the lifecycles of ICS/SCADA/OT assets;
B. Developing policies and standards specific to ICS/SCADA/OT assets;
C. Ensuring the secure configuration of ICS/SCADA/OT assets;
D. Segmenting ICS/SCADA/OT networks from the rest of the Contractor's networks;
E. Ensuring least privilege and strong authentication controls are implemented
F. Implementing redundant designs or failover capabilities to prevent business disruption or physical damage; and
G. Conducting regular maintenance on ICS/SCADA/OT systems.

3.4.18 INTERNET OF THINGS SECURITY

The Contractor shall implement controls and processes to ensure risks are accounted for and managed in the use of Internet of Things (IoT) devices including, but not limited to, physical devices, vehicles, appliances and other items embedded with electronics, software, sensors, actuators, and network connectivity which enables these devices to connect and exchange data. IoT. IoT security shall include, at a minimum, the following:

A. Developing policies and standards specific to IoT assets;
B. Ensuring the secure configuration of IoT assets;
C. Conducting risk assessments prior to implementation and throughout the lifecycles of IoT assets;
D. Segmenting IoT networks from the rest of the Contractor's networks; and
E. Ensuring least privilege and strong authentication controls are implemented.

3.4.19 MOBILE DEVICE SECURITY

The Contractor shall establish administrative, technical, and physical security controls required to effectively manage the risks introduced by mobile devices used for organizational business purposes. Mobile device security shall include, at a minimum, the following:

A. Establishing requirements for authorization to use mobile devices for organizational business purposes;
B. Establishing Bring Your Own Device (BYOD) processes and restrictions;
C. Establishing physical and logical access controls;
D. Implementing network access restrictions for mobile devices;
E. Implementing mobile device management solutions to provide centralized management of mobile devices and to ensure technical security controls (e.g. encryption, authentication, remote-wipe, etc.) are implemented and updated as necessary;
F. Establishing approved application stores from which applications can be acquired;
G. Establishing lists approved applications that can be used; and
H. Training of mobile device users regarding security and safety.

3.4.20 NETWORK SECURITY

The Contractor shall implement defense-in-depth and least privilege strategies for securing the information technology networks that it operates. To ensure information technology resources are

available to authorized network clients and protected from unauthorized access, the Contractor shall:

A. Include protection mechanisms for network communications and infrastructure (e.g. layered defenses, denial of service protection, encryption for data in transit, etc.);
B. Include protection mechanisms for network boundaries (e.g. limit network access points, implement firewalls, use Internet proxies, restrict split tunneling, etc.);
C. Control the flow of information (e.g. deny traffic by default/allow by exception, implement Access Control Lists, etc.); and
D. Control access to the Contractor's information systems (e.g. network segmentation, network intrusion detection and prevention systems, wireless restrictions, etc.).

3.4.21 CLOUD SECURITY

The Contractor shall establish security requirements that govern the use of private, public, and hybrid cloud environments to ensure risks associated with a potential loss of confidentiality, integrity, availability, and privacy are managed. This shall ensure, at a minimum, the following:

A. Security is accounted for in the acquisition and development of cloud services;
B. The design, configuration, and implementation of cloud-based applications, infrastructure and system-system interfaces are conducted in accordance with mutually agreed-upon service, security, and capacity-level expectations;
C. Security roles and responsibilities for the Contractor and the cloud provider are delineated and documented; and
D. Controls necessary to protect sensitive data in public cloud environments are implemented.

3.4.22 CHANGE MANAGEMENT

The Contractor shall establish controls required to ensure change is managed effectively. Changes are appropriately tested, validated, and documented before implementing any change on a production network. Change management provides the Contractor with the ability to handle changes in a controlled, predictable, and repeatable manner, and to identify, assess, and minimize the risks to operations and security. Change management controls shall include, at a minimum, the following:

A. Notifying all stakeholder of changes;
B. Conducting a security impact analysis and testing for changes prior to rollout; and
C. Verifying security functionality after the changes have been made.

3.4.23 MAINTENANCE

The Contractor shall implement processes and controls to ensure that information assets are properly maintained, thereby minimizing the risks from emerging information security threats and/or the potential loss of confidentiality, integrity, or availability due to system failures. Maintenance security shall include, at a minimum, the following:

A. Conducting scheduled and timely maintenance;
B. Ensuring individuals conducting maintenance operations are qualified and trustworthy; and
C. Vetting, escorting and monitoring third-parties conducting maintenance operations on information technology assets.

3.4.24 THREAT MANAGEMENT

The Contractor shall establish effective communication protocols and proceesses to collect and disseminate actionable threat intelligence, thereby providing component units and individuals with the information necessary to effectively manage risk associated with new and emerging threats to

the organization's information technology assets and operations. Threat management includes, at a minimum:

A. Developing, implementing, and governing processes and documentation to facilitate the implementation of a threat awareness policy, as well as associated standards, controls and procedures.

B. Subscribing to and receiving relevant threat intelligence information from the US CERT, the organization's vendors, and other sources as appropriate.

3.4.25 VULNERABILITY AND PATCH MANAGEMENT (VU)

The Contractor shall implement proactive vulnerability identification, remediation, and patch management practices to minimize the risk of a loss of confidentiality, integrity, and availability of information system, networks, components, and applications. Vulnerability and patch management practices shall include, at a minimum, the following:

A. Prioritizing vulnerability scanning and remediation activities based on the criticality and security categorization of systems and information, and the risks associated with a loss of confidentiality, integrity, availability, and/or privacy;
B. Maintaining software and operating systems at the latest vendor-supported patch levels;
C. Conducting penetration testing and red team exercises; and
D. Employing qualified third-parties to periodically conduct Independent vulnerability scanning, penetration testing, and red-team exercises.

3.4.26 CONTINUOUS MONITORING

The Contractor shall implement continuous monitoring practices to establish and maintain situational awareness regarding potential threats to the confidentiality, integrity, availability, privacy and safety of information and information systems through timely collection and review of security-related event logs. Continuous monitoring practices shall include, at a minimum, the following:

A. Centralizing the collection and monitoring of event logs;
B. Ensuring the content of audit records includes all relevant security event information;
C. Protecting of audit records from tampering; and
D. Detecting, investigating, and responding to incidents discovered through monitoring.

3.4.27 SYSTEM DEVELOPMENT AND ACQUISITION

The Contractor shall establish security requirements necessary to ensure that systems and application software programs developed by the Contractor or third-parties (e.g. vendors, contractors, etc.) perform as intended to maintain information confidentiality, integrity, and availability, and the privacy and safety of individuals. System development and acquisition security practices shall include, at a minimum, the following:

A. Secure coding;
B. Separation of development, testing, and operational environments;
C. Information input restrictions;
D. Input data validation;
E. Error handling;
F. Security testing throughout development;
G. Restrictions for access to program source code; and
H. Security training of software developers and system implementers.

3.4.28 PROJECT AND RESOURCE MANAGEMENT

The Contractor shall ensure that controls necessary to appropriately manage risks are accounted for and implemented throughout the System Development Life Cycle (SDLC). Project and resource management security practices shall include, at a minimum:

5. Defining and implementing security requirements;
6. Allocating resources required to protect systems and information; and
7. Ensuring security requirements are accounted for throughout the SDLC.

3.4.29 CAPACITY AND PERFORMANCE MANAGEMENT

The Contractor shall implement processes and controls necessary to protect against avoidable impacts to operations by proactively managing the capacity and performance of its critical technologies and supporting infrastructure. Capacity and performance management practices shall include, at a minimum, the following:

A. Ensuring the availability, quality, and adequate capacity of compute, storage, memory and network resources are planned, prepared, and measured to deliver the required system performance and future capacity requirements; and
B. Implementing resource priority controls to prevent or limit Denial of Service (DoS) effectiveness.

3.4.30 THIRD PARTY MANAGEMENT

The Contractor shall implement processes and controls to ensure that risks associated with third-parties (e.g. vendors, contractors, business partners, etc.) providing information technology equipment, software, and/or services are minimized or avoided. Third party management processes and controls shall include, at a minimum:

A. Tailored acquisition strategies, contracting tools, and procurement methods for the purchase of systems, system components, or system service from suppliers;
B. Due diligence security reviews of suppliers and third parties with access to the Contractor's systems and sensitive information;
C. Third party interconnection security; and
D. Independent testing and security assessments of supplier technologies and supplier organizations.

3.4.31 PHYSICAL AND ENVIRONMENTAL SECURITY

The Contractor shall establish physical and environmental protection procedures that limit access to systems, equipment, and the respective operating environments, to only authorized individuals. The Contractor ensures appropriate environmental controls in facilities containing information systems and assets, to ensure sufficient environmental conditions exist to avoid preventable hardware failures and service interruptions. Physical and environmental controls shall include, at a minimum, the following:

A. Physical access controls (e.g. locks, security gates and guards, etc.);
B. Visitor controls;
C. Security monitoring and auditing of physical access;
D. Emergency shutoff;
E. Emergency power;
F. Emergency lighting;
G. Fire protection;
H. Temperature and humidity controls;
I. Water damage protection; and
J. Delivery and removal of information assets controls.

3.4.32 CONTINGENCY PLANNING

The Contractor shall develop, implement, test, and maintain a contingency plan to ensure continuity of operations for all information systems that deliver or support essential or critical business functions on behalf of the Contractor. The plan shall address the following:

A. Backup and recovery strategies;
B. Continuity of operations;
C. Disaster recovery; and
D. Crisis management.

3.4.33 INCIDENT RESPONSE

The Contractor shall maintain an information security incident response capability that includes adequate preparation, detection, analysis, containment, recovery, and reporting activities. Information security incident response activities shall include, at a minimum, the following:

A. Information security incident reporting awareness;
B. Incident response planning and handling;
C. Establishment of an incident response team;
D. Cybersecurity insurance;
E. Contracts with external incident response services specialists; and
F. Contacts with law enforcement cybersecurity units.

4.0 QUOTE PREPARATION AND SUBMISSION – REQUIREMENTS OF THE BIDDER

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

4.1 GENERAL

A Bidder may submit additional terms as part of its Quote and Quotes including Bidder proposed terms and conditions may be accepted, but Bidder proposed terms or conditions that conflict with those contained in the RFQ as defined in Section 2.0, or that diminish the State's rights under any Contract resulting from the RFQ, may render a Quote non-responsive. It is incumbent upon the Bidder to identify and remove its conflicting proposed terms and conditions prior to Quote submission.

After award of the Contract, if a conflict arises between a Bidder's additional terms included in the Quote and a term or condition of the RFQ, the term or condition of the RFQ will prevail.

The forms discussed herein and required for submission of a Quote in response to this RFQ are available on the Division's website unless noted otherwise.

4.1.1 FORMS, REGISTRATIONS AND CERTIFICATIONS REQUIRED WITH QUOTE

Bidders are under a continuing obligation to report updates to the information contained in its required forms.

4.1.1.1 OFFER AND ACCEPTANCE PAGE

The Bidder shall complete and submit the Offer and Acceptance Page accompanying this RFQ prior to the initiation of negotiation. The Bidder should submit the Offer and Acceptance Page with the Quote.

If the Offer and Acceptance Page is not submitted with the Quote or is incomplete, the Using Agency will require the Bidder to submit the Offer and Acceptance Page. If the Bidder fails to comply with the requirement within seven (7) business days of the demand, the Using Agency may deem the Quote non-responsive.

The Offer and Acceptance Page must be signed by an authorized representative of the Bidder. If the Bidder is a limited partnership, the Offer and Acceptance Page must be signed by a general partner.

4.1.1.1.1 MACBRIDE PRINCIPLES CERTIFICATION

The Bidder must certify pursuant to N.J.S.A. 52:34-12.2 that it is in compliance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles. See Section 2.5 of the SSTC and N.J.S.A. 52:34-12.2 for additional information about the MacBride principles.

By signing the RFQ Offer and Acceptance Page, the Bidder is automatically certifying that either:

A. The Bidder has no operations in Northern Ireland; or

B. The Bidder has business operations in Northern Ireland and is committed to compliance with the MacBride principles.

A Bidder electing not to certify to the MacBride Principles must nonetheless sign the RFQ Offer and Acceptance Page AND must include, as part of its Quote, a statement indicating its refusal to comply with the provisions of this Act.

4.1.1.1.2 NON-COLLUSION

By submitting a Quote and signing the RFQ Offer and Acceptance Page, the Bidder certifies as follows:

A. The price(s) and amount of its Quote have been arrived at independently and without consultation, communication or agreement with any other Contractor / Bidder or any other party;

B. Neither the individual price(s) nor the total amount of its Quote, and neither the approximate price(s) nor approximate amount of its Quote, have been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before the Quote submission;

C. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this Contract, or to submit a Quote higher than this Quote, or to submit any intentionally high or noncompetitive Quote or other form of complementary Quote;

D. The Quote of the firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Quote; and

E. The Bidder, its affiliates, subsidiaries, officers, directors, and employees are not, to the Bidder's knowledge, currently under investigation by any governmental agency for alleged conspiracy or collusion with respect to bidding on any public Contract 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.

4.1.1.1.3 NEW JERSEY BUSINESS ETHICS GUIDE CERTIFICATION

The Treasurer has established a business ethics guide to be followed by Bidders / Contractors in its dealings with the State. The guide provides further information about compliance with Section 2.7 of the SSTC. The guide can be found at: https://www.state.nj.us/treasury/purchase/ethics.shtml

By signing the RFQ Offer and Acceptance Page, the Bidder is automatically certifying that it has complied with all applicable laws and regulations governing the provision of State goods and services, including the Conflicts of Interest Law, N.J.S.A. 52:13D-12 to 28.

4.1.1.2 STANDARD FORMS REQUIRED WITH THE QUOTE

Bidder's failure to complete, sign and submit the forms in Section 4.1.1.2 shall be cause to reject its Quote as non-responsive.

4.1.1.2.1 OWNERSHIP DISCLOSURE FORM

Pursuant to N.J.S.A. 52:25-24.2, in the event the Bidder is a corporation, partnership or limited liability company, the Bidder must complete an Ownership Disclosure Form.

A current completed Ownership Disclosure Form must be received prior to or accompany the submitted Quote. A Bidder's failure to submit the completed and signed form with its Quote will result in the rejection of the Quote as non-responsive and preclude the award of a Contract to said

Bidder unless the Division has on file a signed and accurate Ownership Disclosure Form dated and received no more than six (6) months prior to the Quote submission deadline for this procurement. If any ownership change has occurred within the last six (6) months, a new Ownership Disclosure Form must be completed, signed and submitted with the Quote.

In the alternative, to comply with this section, a Bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

The Ownership Disclosure Form located on the Division's website.

4.1.1.2.2 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

Pursuant to N.J.S.A. 52:32-58, the Bidder must utilize this Disclosure of Investment Activities in Iran form to certify that neither the Bidder, nor one (1) of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the Bidder, nor one (1) of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Bidder is unable to so certify, the Bidder shall provide a detailed and precise description of such activities as directed on the form. A Bidder's failure to submit the completed and signed form with its Quote will result in the rejection of the Quote as non-responsive and preclude the award of a Contract to said Bidder.

The Disclosure of Investment Activities in Iran form located on the Division's website.

4.1.1.3 SUBCONTRACTOR UTILIZATION PLAN

Bidders intending to use a Subcontractor shall submit a Subcontractor Utilization Plan form and should indicate whether any proposed Subcontractor is a Small Business.

As defined at N.J.A.C. 17:13-1.2, "Small Business" means a business that is incorporated or registered in and has its principal place of business in the State of New Jersey, is independently owned and operated, and has no more than 100 full-time employees. The program places small business into the following categories:

For goods and services - (i) those with gross revenues not exceeding $500,000; (ii) those with gross revenues not exceeding $5,000,000; and (iii) those with gross revenues that do not exceed $12,000,000 or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher. While companies registered as having revenues below $500,000 can bid on any Contract, those earning more than the $500,000 and $5,000,000 amounts will not be permitted to bid on Contracts designated for revenue classifications below its respective levels.

For construction services: (iv) those with gross revenues not exceeding $3,000,000; (v) those with gross revenues that do not exceed 50 percent of the applicable annual revenue standards established at 13 CFR 121.201; and (vi) those with gross revenues that do not exceed the applicable annual revenue standards established at CFR 121.201. While companies registered as having revenues below $3,000,000 can bid on any Contract, those earning more than the revenue standards established at CFR 121.201 will not be permitted to bid on Contracts designated for revenue classifications below their respective levels.

The Subcontractor Utilization Plan form is located on the Division's website.

For a Quote that does NOT include the use of any Subcontractors, by signing the RFQ Offer and Acceptance Page, the Bidder is *automatically* certifying that in the event the award is granted to the Bidder, and the Bidder later determines at any time during the term of the Contract to engage Subcontractors to provide certain goods and/or services, pursuant to Section 5.8 of the SSTC, the Bidder shall submit a Subcontractor Utilization Plan form for approval to the Division in advance of any such engagement of Subcontractors.

4.1.2 FORMS, REGISTRATIONS AND CERTIFICATIONS REQUIRED BEFORE CONTRACT AWARD AND THAT SHOULD BE SUBMITTED WITH THE QUOTE

Unless otherwise specified, forms must contain an original, physical signature, or an electronic signature.

4.1.2.1 BUSINESS REGISTRATION

In accordance with N.J.S.A. 52:32-44(b), a Bidder and its named Subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of the Treasury, Division of Revenue and Enterprise Services prior to the award of a Contract. To facilitate the Quote evaluation and Contract award process, the Bidder should submit a copy of its valid BRC and those of any named Subcontractors with its Quote. See Section 2.1 of the SSTC.

Any Bidder, inclusive of any named Subcontractors, not having a valid business registration at the time of the Quote opening, or whose BRC was revoked prior to the submission of the Quote, should proceed immediately to register its business or seek reinstatement of a revoked BRC.

The Bidder is cautioned that it may require a significant amount of time to secure the reinstatement of a revoked BRC. The process can require actions by both the Division of Revenue and Enterprise Services and the Division of Taxation. For this reason, a Bidder's early attention to this requirement is highly recommended. The Bidder and its named Subcontractors may register with the Division of Revenue and Enterprise Services, obtain a copy of an existing BRC or obtain information necessary to seek re-instatement of a revoked BRC online at http://www.state.nj.us/treasury/revenue/busregcert.shtml.

A Bidder otherwise identified by the Division as a responsive and responsible Bidder, inclusive of any named Subcontractors, but that was not business registered at the time of submission of its Quote must be so registered and in possession of a valid BRC by a deadline to be specified in writing by the Division. A Bidder failing to comply with this requirement by the deadline specified by the Division will be deemed ineligible for Contract award. Under any circumstance, the Division 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.

A Bidder receiving a Contract award as a result of this procurement and any Subcontractors named by that Bidder 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.

4.1.2.2 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM

The Bidder should submit the Disclosure of Investigations and Other Actions Involving Bidder Form, with its Quote, 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. If a Bidder does not submit the form with the Quote, the

Bidder must comply within seven (7) business days of the State's request or the State may deem the Quote non-responsive.

The Disclosure of Investigations and Other Actions Involving Bidder Form located on the Division's website.

4.1.2.3 SOURCE DISCLOSURE

Pursuant to N.J.S.A. 52:34-13.2, prior to an award of Contract, the Bidder is required to submit a completed Source Disclosure Form. The Bidder's inclusion of the completed Source Disclosure Form with the Quote is requested and advised. See RFQ Section 7.1.2 for additional information concerning this requirement.

The Source Disclosure Form is located on the Division's website.

4.1.3 FINANCIAL CAPABILITY OF THE BIDDER

The Bidder should provide sufficient financial information to enable the State to assess the financial strength and creditworthiness of the Bidder and its ability to undertake and successfully complete the Contract. In order to provide the State with the ability to evaluate the Bidder's financial capacity and capability to undertake and successfully complete the Contract, the Bidder should submit the following:

A. For publicly traded companies the Bidder should provide copies or the electronic location of the annual reports filed for the two most recent years; or

B. For privately held companies the Bidder should provide the certified financial statement (audited or reviewed) in accordance with applicable standards by an independent Certified Public Accountant which include a balance sheet, income statement, and statement of cash flow, and all applicable notes for the most recent calendar year or the Bidder's most recent fiscal year.

If the information is not supplied with the Quote, the State may still require the Bidder to submit it. If the Bidder fails to comply with the request within seven (7) business days, the State may deem the Quote non-responsive.

A Bidder may designate specific financial information as not subject to disclosure when the Bidder has a good faith legal/factual basis for such assertion. A Bidder may submit specific financial documents in a separate, sealed package clearly marked "Confidential-Financial Information" along with the Quote.

The State reserves the right to make the determination to accept the assertion and shall so advise the Bidder.

4.1.4 STATE-SUPPLIED PRICE SHEET

The Bidder must submit its pricing using the State-Supplied Price Sheet accompanying this RFQ.

4.1.4.1 STATE-SUPPLIED PRICE SHEET INSTRUCTIONS

The Bidder must submit its pricing for Price Lines 1-8, 11-18, and 21-28 using the format set forth in the State-supplied price sheet/schedule(s) accompanying this RFQ. The Bidder shall not submit pricing for Price Lines 9 and 10, 19 and 20, and 29 and 30 as these are Pass-Through Price Lines to use for reimbursing Travel and Other Direct Costs in accordance with the terms of the Contractor's GSA Schedule(s) only. No mark-up will be provided for Price Lines 9 and 10, 19 and 20, and 29 and 30. Failure to submit all information required will result in the proposal being

considered non-responsive. Each Bidder is required to hold its prices firm through issuance of Contract.

4.1.4.2 DELIVERY TIME AND COSTS

Unless otherwise noted elsewhere in the RFQ, all delivery times are 30 calendar days after receipt of order (ARO) and prices for items in Quotes shall be submitted Freight On Board (F.O.B.) Destination (30 calendar days ARO/F.O.B.). Quotes submitted other than 30 calendar days ARO/F.O.B. may be deemed non-responsive. The Contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State's Using Agency or designated purchaser. 30 calendar days ARO/F.O.B. does not cover "spotting" but does include delivery on the receiving platform of the Using Agency at any destination in the State of New Jersey unless otherwise specified.

No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at the Contractor's convenience when a single shipment is ordered.

The weights and measures of the State's Using Agency receiving the shipment shall govern.

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

C.O.D. terms are not acceptable as part of a Quote and shall be deemed non-responsive.

4.1.4.4 CASH DISCOUNTS

The Bidder is encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts will not be considered in determining the price rankings of Quotes.

Should the Bidder choose to offer cash discounts the following shall apply:

A. Discount periods shall be calculated starting from the next business day after the Using Agency has accepted the goods or services, received a properly signed and executed invoice and, when required, a properly executed performance security, whichever is latest; and

B. The date on the check issued by the State in payment of that invoice shall be deemed the date of the State's response to that invoice.

4.2 REQUIRED COMPONENTS OF THE QUOTE

The Quote should be submitted with the content of each section as indicated below:

- Section 1 – Forms (Sections 4.1.1 and 4.1.2)
- Section 2 – Technical Quote (Section 4.2.1)
- Section 3 – Organizational Support and Experience (Sections 4.2.2 – 4.2.7)
- Section 4 – Any other documents included by the Bidder (Section X.X)
- Section 5 – State-Supplied Price Sheet (Section 4.1.4.1)
- Section 6 – State of New Jersey Security Due Diligence Third Party Information Security Questionnaire (Section 4.2.9)

4.2.1 TECHNICAL QUOTE

The Bidder shall describe its approach and plans for accomplishing the work outlined above in 3.0 RFQ Scope of Services. The Bidder must set forth an action plan for responding to requests for an engagement and shall provide a list of previously held, or currently held, contracts with similar

services provided by the Bidder. The list must detail the type, budget and a comprehensive description of each contract.

4.2.2 MANAGEMENT OVERVIEW

The Bidder shall set forth its overall technical approach and plans to meet the requirements of the RFQ in a narrative format. This narrative should demonstrate to the State that the Bidder understands the objectives that the Contract is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the Contract. This narrative should demonstrate to the State that the Bidder's general approach and plans to undertake and complete the Contract are appropriate to the Tasks and Subtasks involved.

Mere reiterations of RFQ Tasks and Subtasks are strongly discouraged, as they do not provide insight into the Bidder's ability to complete the Contract. The Bidder's response to this section should be designed to demonstrate to the State that the Bidder's detailed plans and proposed approach to complete the Scope of Services are realistic, attainable and appropriate and that the Bidder's Quote will lead to successful Contract completion.

4.2.3 CONTRACT MANAGEMENT

The Bidder should describe its specific plans to manage, control and supervise any Engagement(s) issued pursuant to the Contract to ensure satisfactory completion according to the required schedule. The plan should include the Bidder's approach to communication with the State Contract Manager, or Using Agency, including, but not limited to, status meetings, status reports, etc.

4.2.4 ORGANIZATIONAL SUPPORT AND EXPERIENCE

The Bidder must include information relating to its organization, personnel and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the Bidder's qualifications, and its ability to perform the services required by this RFQ.

The Bidder should include an organization chart, with names showing management, supervisory and other key personnel (including subcontractor's management, supervisory or other key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual.

Note: Category 1 Bidders do not need to be Certified Public Accountants (CPA). Category 2 and 3 Bidders must have CPAs on staff, or as members of the assigned team.

The Bidder must identify staff by resume, experience, and hourly rate in accordance with the following general skill classifications:

A. **Partner/Principal/Director** - An individual who has ownership in the firm, if applicable to the structure of the company and extensive experience and/ or managerial ability within the firm. This individual would organize, direct and manage support services for all activities covered by this Contract and is charged with overall management.

B. **Program Manager** - Individuals reporting directly to the Partner/Principal/Director and acting as a liaison to all project staff. Individuals would possess knowledge and experience in providing strategic direction, vision, leadership and program management to the team. The Program Manager would also maintain productive and effective client relationships with the most senior levels of the client organization.

C. **Project Manager** – Individuals responsible for managing the resources of projects. This individual is responsible for making sure a project is completed within a certain set of restraints.

These restraints usually involve time, money, people and materials. The project must then be completed to a certain level of quality.

D. **Subject Matter Expert (SME)** – Individuals with a definitive source of knowledge who communicate their extensive experience with regard to a specific subject area to other professionals within an organization. The subject matter expert has an advanced degree, professional certification or license within their field of study, functions as a resource for their knowledge area, and supplies their expertise through the entire process of bringing a project to fruition.

E. **Supervisory/Senior Consultant** - Individuals who would be a managing consultant for projects. A Senior Consultant would develop strategic plans and advise on function specific strategies. This individual would also oversee the improvement of methodologies and analysis implementation.

F. **Consultant –** Individuals that possess knowledge, some experience, and capabilities in the development of solutions, recommendations, or outcomes across multiple tasks and/or organizations. The consultant would support the development of solutions to address an organization's challenges and project objectives. The individual would assist in the assessment of the impact of industry trends, policy, or standard methodologies. Consultants may include individuals who will carry out such functions as analyses, report documenting, proposal development, or implementation efforts.

G. **Associate/Staff** - A supervised field individual who will support the program/project in the preparation of deliverables, internal reports, briefings, and other requirements.

H. **Administrative Support Staff** - Individuals performing office support functions such as clerical, data entry, document preparation.

Each Bidder shall segment its professional skill classifications into the above-noted categories. If the title differs in the Bidder's organization, that title should be listed in parenthesis after the particular category. It is not necessary for a Bidder's firm to possess all categories of professional skill classifications.

All professional qualifications noted in this Section should be submitted with the Quote.

4.2.5 RESUMES

Detailed resumes should be submitted for all management, supervisory and key personnel to be assigned to the Contract. Resumes should be structured to emphasize relevant qualifications and experience of these individuals. Resumes should include the following:

- Clearly identify the individual's previous experience in completing similar contracts;
- Beginning and ending dates should be given for each similar contract;
- A description of the contract should be given and should demonstrate how the individual's work on the completed contract relates to the individual's ability to contribute to successfully providing the services required by this RFQ; and
- With respect to each similar contract, the Bidder should include the name and address of each reference together with a person to contact for a reference check and a telephone number.

4.2.6 EXPERIENCE OF BIDDER ON SIMILAR CONTRACTS

The Bidder should provide a comprehensive listing of similar contracts that it has successfully completed, as evidence of the Bidder's ability to successfully complete the services required by this RFQ and the Engagement for which the Bidder submits a Quote. The Bidder should emphasize

previously held contracts in which they engaged in the oversight/monitoring of programs of a similar size administered by a federal agency.. A description of all such contracts should include and show the relation of such contracts to the ability of the Bidder to complete the services required by this RFQ. For each such contract, the Bidder should provide two (2) names and telephone numbers of individuals for the other contract party. Beginning and ending dates should also be given for each contract.

4.2.7 ADDITIONAL EXPERIENCE OF BIDDER

Bidder should have experience in dealing with federal disaster relief agencies in the aftermath of major catastrophic events.

Bidder should demonstrate experience interfacing with state and federal agencies in the administration of a monitoring or oversight program.

Bidder should demonstrate prior experience and success with all relevant federal and state documentation practices necessary to ensure the receipt and retention of grant funding.

Bidder should also have experience monitoring grants and supplemental appropriations from Congress as well as other federal agencies that can provide support to the state after a catastrophic event.

4.2.8 NOTICE PURSUANT TO E.O. 166 REQUIREMENT FOR POSTING SUCCESSFUL QUOTES AND CONTRACT DOCUMENTS

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

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

In submitting its proposal, a Bidder 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 failure to designate such information as confidential in submitting a Bid 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 accordingly. The State will not honor any attempt by a winning Bidder 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 assertion of confidentiality with which the State does not concur, the Bidder shall be solely responsible for defending its designation.

4.2.9 OVERVIEW OF SECURITY PLAN AND STANDARDS

The Bidder shall complete and submit the State of New Jersey Security Due Diligence Third-Party Information Security Questionnaire (Questionnaire) with its Quote as per Section 4.2. This Questionnaire is designed to provide the State with an overview of the Bidder's security and privacy

controls to meet the State of New Jersey's objectives as outlined and documented in the Statewide Information Security Manual and compliance with the State's security requirements as outlined in Section 3.4.

The State has executed a Confidentiality/Non-Disclosure Agreement which is attached to the Questionnaire. The Bidder must countersign the Confidentiality/Non-Disclosure Agreement and include it with its submitted Questionnaire. No amendments to Confidentiality/Non-Disclosure Agreement are permitted.

To the extent permissible under the New Jersey Open Public Records Act ("OPRA"), N.J.S.A. 47:1A-1.1 , the New Jersey common law right to know, and any other lawful document request or subpoena, the completed Questionnaire and supplemental documentation provided by the Bidder will be kept confidential and not shared with the public or other Bidders. Please see RFQ Section 5.8.

5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS APPLICABLE TO THE Contract

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

This Contract awarded, and the entire agreement between the parties, as a result of this RFQ shall consist of this RFQ, SSTC, Bid Amendment to this RFQ, the Contractor's Quote, any Best and Final Offer, and the Using Agency's Notice of Award.

In the event of a conflict in the terms and conditions among the documents comprising this Contract, the order of precedence, for purposes of interpretation thereof, listed from highest ranking to lowest ranking, shall be:

A. Executed Offer and Acceptance Page;
B. RFQ Section 5, as may be amended by Bid Amendment;
C. The State of NJ Standard Terms and Conditions (SSTC) included in this RFQ at Section 9;;
D. All remaining sections of the RFQ, as may be amended by Bid Amendment; and
E. The Contractor's Quote as accepted by the State.

5.2 CONTRACT TERM AND EXTENSION OPTION

The base term of this Contract shall be for a period of **two (2) years**. If delays in the procurement process result in a change to the anticipated Contract Effective Date, the Contractor agrees to accept a Contract for the full term of this Contract.

This Contract may be extended up to **up to (3)** years with no single extension exceeding one (1) year, by the mutual written consent of the Contractor and the Director at the same terms, conditions, and pricing at the rates in effect in the last year of this Contract or rates more favorable to the State.

In the event of a termination or expiration of the underlying Federal Supply Schedule, the independent State contract based thereon survives for its own established term.

5.3 CONTRACT TRANSITION

In the event that a new Contract has not been awarded prior to this Contract expiration date, including any extensions exercised, and the State exercises this Contract transition, the Contractor shall continue this Contract under the same terms, conditions, and pricing 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 Contract, including any extensions exercised.

5.4 CHANGE ORDER

Any changes or modifications to the terms of this Contract shall be valid only when they have been reduced to writing and signed by the Contractor and the Director.

5.5 CONTRACTOR RESPONSIBILITIES

The Contractor shall have sole responsibility for the complete effort specified in this Contract. 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 this 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 State may have arising out of the Contractor's performance of this Contract.

5.6 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede Sections 5.8 and 5.9 of the SSTC accompanying this RFQ.

The Contractor shall forward a written request to substitute or add a Subcontractor or to substitute its own staff for a Subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval. No substituted or additional Subcontractors are authorized to begin work until the Contractor} has received written approval from the Director.

If it becomes necessary for the Contractor to substitute a Subcontractor, add a Subcontractor, or substitute its own staff for a Subcontractor, the Contractor will identify the proposed new Subcontractor 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 management, supervisory, and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the Subcontractor 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 Quote.

5.7 OWNERSHIP OF MATERIAL

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of this 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 State of New Jersey and shall be delivered to the State of New Jersey upon 30 days' notice by the State. With respect to software computer programs and/or source codes developed for the State, except those modifications or adaptations made to Bidder's/Contractor's Background IP as defined below, the work shall be considered "work for hire", i.e., the State, 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 State all right, title and interest in and to any such material, and the State 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 Bidder anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in the Quote. Otherwise, the language in the first paragraph of this section prevails. If the Bidder identifies such intellectual property ("Background IP") in its Quote, then the Background IP owned by the Bidder on the date of this Contract, as well as any modifications or adaptations thereto, remain the property of the Bidder. Upon Contract award, the Bidder/Contractor shall grant the State a nonexclusive, perpetual royalty free license to use any of the Bidder's/Contractor's Background IP delivered to the State for the purposes contemplated by this Contract.

Auditing firm working papers remain the property of the auditing firm in accordance with standards issued by the American Institute of Certified Public Accountants (AICPA). While considered confidential information, the State recognizes that the firm may be requested to make certain working papers available to regulatory agencies, pursuant to authority given by law or regulation. In such instances, access to the working papers may be provided to these agencies based upon AICPA standards and under supervision of the firm.

5.8 CONFIDENTIALITY

A. The obligations of the State 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 Quote 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. The State's Confidential Information shall consist of all information or data contained in documents supplied by the State, any information or data gathered by the Contractor in fulfillment of the contract and any analysis thereof (whether in fulfillment of the contract or not).

D. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party;

E. The State agrees to hold Contractor's Confidential Information in confidence, using at least the same degree of care used to protect its own Confidential Information;

F. In the event that the State receives a request for Contractor Confidential Information related to this Contract pursuant to a court order, subpoena, or other operation of law, the State agrees, if permitted by law, to provide Contractor with as much notice, in writing, as is reasonably practicable and the State's intended response to such order of law. Contractor shall take any action it deems appropriate to protect its documents and/or information;

G. In addition, in the event Contractor receives a request for State Confidential Information pursuant to a court order, subpoena, or other operation of law, Contractor shall, if permitted by law, provide the State with as much notice, in writing, as is reasonably practicable and Contractor's intended response to such order of law. The State shall take any action it deems appropriate to protect its documents and/or information; and

H. Notwithstanding the requirements of nondisclosure described in this Section, either party may release the other party's Confidential Information:

   (i) if directed to do so by a court or arbitrator of competent jurisdiction; or
   (ii) pursuant to a lawfully issued subpoena or other lawful document request:

(a) in the case of the State, if the State determines the documents or information are subject to disclosure and Contractor does not exercise its rights as described in Section 5.8(F), or if Contractor is unsuccessful in defending its rights as described in Section 5.8(F); or

(b) in the case of Contractor, if Contractor determines the documents or information are subject to disclosure and the State does not exercise its rights described in Section 5.8(G), or if the State is unsuccessful in defending its rights as described in Section 5.8(G).

5.9 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 Director.

5.10 ADVERTISING

The Contractor shall not use the State's name, logos, images, or any data or results arising from this Contract as a part of any commercial advertising without first obtaining the prior written consent of the Director.

5.11 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 comply with all New Jersey Department of Labor requirements. Notwithstanding the requirements of the RFQ, the Contractor shall supply the State Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to this Contract award. All costs associated with any such licenses, permits, and authorizations must be considered by the Bidder in its Quote.

5.12 CLAIMS AND REMEDIES

5.12.1 CLAIMS

All claims asserted against the State by the Contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

5.12.2 REMEDIES

Nothing in this Contract shall be construed to be a waiver by the State of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.

5.12.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

In the event that the Contractor fails to comply with any material Contract requirements, the Director may take steps to terminate this Contract in accordance with the SSTC, authorize the delivery of Contract items by any available means, with the difference between the price paid and the defaulting Contractor's price either being deducted from any monies due the defaulting Contractor or being an obligation owed the State by the defaulting Contractor, as provided for in the State administrative code, or take any other action or seek any other remedies available at law or in equity.

5.13 MODIFICATIONS AND CHANGES TO THE STATE OF NJ STANDARD TERMS AND CONDITIONS (SSTC)

5.13.1 INDEMNIFICATION

Section 4.1 of the SSTC is deleted and replaced with the following:

The Contractor's liability to the State and its employees in third party suits shall be as follows:

A. The Contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State and its officers, agents, servants and employees, from and against any and all third party claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith:

   1. For or on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or products supplied under this Contract or the order; and

   2. For or on account of the use of any patent, copyright, trademark, trade secret or other proprietary right of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance ("Intellectual Property Rights") furnished or used in the performance of this Contract; and

   3. The Contractor's indemnification and liability under subsection (a) is not limited by, but is in addition to the insurance obligations contained in Section 4.2 of these Terms and Conditions.

B. In the event of a claim or suit involving third-party Intellectual Property Rights, the Contractor, at its option, may: (1) procure for the State the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties. The State will (1) promptly notify Contractor in writing of the claim or suit; (2) Contractor shall have control of the defense and settlement of any claim that is subject to Section 4.1(a); provided; however, that the State must approve any settlement of the alleged claim, which approval shall not be unreasonably withheld. The State may observe the proceedings relating to the alleged claim and confer with the Contractor at its expense. Furthermore, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of New Jersey, nor purport to act as legal representative of the State of New Jersey, without having provided notice to the Director of the Division of Law in the Department of Law and Public Safety and to the Director of DPP. The State of New Jersey may, at its election and expense, assume its own defense and settlement;

C. Notwithstanding the foregoing, Contractor has no obligation or liability for any claim or suit concerning third-party Intellectual Property Rights arising from: (1) the State's unauthorized combination, operation, or use of a product supplied under this Contract with any product, device, or Software not supplied by Contractor; (2) the State's unauthorized alteration or modification of any product supplied under this Contract; (3) the Contractor's compliance with the State's designs, specifications, requests, or instructions, provided that if the State provides Contractor with such designs, specifications, requests, or instructions, Contractor reviews same and advises that such designs, specifications, requests or instructions present potential issues of patent or copyright infringement and the State nonetheless directs the Contractor to proceed with one (1) or more designs, specifications, requests or instructions that present potential issues of patent or copyright infringement; or (4) the State's failure to promptly implement a required update or modification to the product provided by Contractor;

D. Contractor will be relieved of its responsibilities under Subsection 4.1(a)(i) and (ii) for any claims made by an unaffiliated third party that arise solely from the actions or omissions of

the State, its officers, employees or agents. Subject to the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.), the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.) and the appropriation and availability of funds, the State will be responsible for any cost or damage arising out of actions or inactions of the State, its employees or agents under Subsection 4.1(a)(i) and (ii) which results in an unaffiliated third party claim. This is Contractor's exclusive remedy for these claims;

E. This section states the entire obligation of Vendor {Contractor} and its suppliers, and the exclusive remedy of the State, in respect of any infringement or alleged infringement of any Intellectual Property Rights. This indemnity obligation and remedy are given to the State solely for its benefit and in lieu of, and Contractor disclaims, all warranties, conditions and other terms of non-infringement or title with respect to any product; and

F. The State of New Jersey will not indemnify, defend, pay or reimburse for claims or take similar actions on behalf of the Contractor.

4.1.1 LIMITATION OF LIABILITY

The Contractor's liability to the State for actual, direct damages resulting from the Contractor's performance or non-performance, or in any manner related to this Contract, for any and all claims, shall be limited in the aggregate to 200 % of the total value of the specific Engagement giving rise to the claim(s), except that such limitation of liability shall not apply to the following:

a. The Contractor's obligation to indemnify the State of New Jersey 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 Contractor under this Contract caused by negligence or willful misconduct of the Contractor;

b. The Contractor's breach of its obligations of confidentiality; and

c. The Contractor's liability with respect to copyright indemnification.

The Contractor's indemnification obligation is not limited by but is in addition to the insurance obligations contained in Section 4.2 of the SSTC.

The Contractor shall not be liable for special, consequential, or incidental damages.

5.13.2 INSURANCE - PROFESSIONAL LIABILITY INSURANCE

Section 4.2 of the SSTC regarding insurance is modified with the addition of the following section regarding Professional Liability Insurance.

D. Professional Liability Insurance: The Contractor shall carry Errors and Omissions, Professional Liability Insurance, and/or Professional Liability Malpractice Insurance sufficient to protect the Contractor from any liability arising out the professional obligations performed pursuant to the requirements of this Contract. The insurance shall be in the amount of not less than $3,000,000 and in such policy forms as shall be approved by the State. If the Contractor has claims-made coverage and subsequently changes carriers during the term of this Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance, and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

5.14 FORCE MAJEURE PROVISION

The Contractor shall not be in breach of this contract nor liable for delay in performing or failure to perform any of its obligations under this Contract if such delay or failure results from events, circumstances, or causes beyond the Contractor's reasonable control, including but not limited to: pandemic; epidemic; any global, national, or local public health emergency or disease outbreak (including, without limitation, any of the conditions listed henceforth that may subsequently arise under the COVID-19 (a/k/a the 2019 Novel Coronavirus) outbreak or any similar disease(s)); strike, lock-out or other industrial dispute; widespread and prolonged failure of a utility service or transport or telecommunications network; act of God; fires, floods, storms, earthquakes and explosions; war, riot, or other civil disturbance; malicious damage; compliance with any newly-enacted law or governmental order, rule or regulation, including quarantine and travel and shipping restrictions; default by suppliers, vendors, or subcontractors; or difficulties in obtaining necessary labor, materials, manufacturing facilities, or transportation (each, a "Force Majeure Event") vital to performance of this Contract which cannot be cured through any reasonable efforts. Upon the occurrence of any Force Majeure Event, the Contractor shall notify the State in writing of such event as soon as reasonably practicable but no later than five (5) business days following the Contractor's attainment of actual knowledge that the Force Majeure Event will result in the Contractor's non-fulfillment of its obligations hereunder and shall specify in reasonable detail the facts constituting such Force Majeure Event.

Notwithstanding the above, the Contractor acknowledges that pursuant to Executive Orders 103, 119, 138, 151, 162, 171, 180, 186, 191, and 200 (2020) New Jersey is presently under a declared state of emergency. At the time that this Agreement is executed Contractor affirms that it has the ability to complete performance of the work described in the Contract at the price disclosed in the Contract.

5.15 CONTRACT ACTIVITY REPORT

The Contractor must provide, on a bi-annual basis, a record of all purchases made under this Contract resulting from this RFQ. This reporting requirement includes sales to State Using Agencies, political sub-divisions thereof and, if permitted under the terms of this Contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, independent institutions of higher education, state and county colleges and quasi-State agencies. Quasi-State agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

This information must be provided in Microsoft Excel such that an analysis can be made to determine the following:

A. Contractor's total sales volume, with line item detail, to each purchaser under this Contract;

B. Subtotals by product, including, if applicable, catalog number and description, price list with appropriate page reference, and/or Contract discount applied; and

C. Total dollars paid to Subcontractors, include a separate breakdown for dollars paid to New Jersey Small Business as defined in N.J.A.C. 17:13-1.2.

Submission of purchase orders, confirmations, and/or invoices do not fulfill this Contract requirement for information. Failure to report this mandated information may be a factor in future award decisions.

The Contractor must submit the required information in Microsoft Excel format to NJSupplierReports@treas.nj.gov.

Reports are due:

January 1st through June 30th – due by July 30th; and
July1st through December 31st – due by January 30th.

5.16 ELECTRONIC PAYMENTS

With the award of this Contract, the successful Contractor(s) will be required to receive its payment(s) electronically. In order to receive your payments via automatic deposit from the State of New Jersey, you must complete the EFT information within your NJSTART Vendor Profile. Please refer to Section 5.2 of the QRG entitled "Vendor Profile Management – Company Information and User Access" for instructions. QRGs are located on the NJSTART Vendor Support Page.

5.17 PROGRAM EFFICIENCY ASSESSMENT FOR STATE USING AGENCIES

The Program Efficiency Assessment shall not be charged against the winning Contractor and therefore is not to be included in the Bidder's pricing. The State Using Agencies shall be charged an assessment equal to one-quarter of one (1) percent (0.25%) of the value of all transactions under this Contract. This assessment is authorized by N.J.S.A. 52:27B-56 and N.J.A.C. 17:12-1.5, to maintain the State's procurement system at a level to meet industry standards of efficiency.

For purposes of this section, "transaction" is defined as the payment or remuneration to the Contractor for services rendered or products provided to the State pursuant to the terms of this Contract, including but not limited to the following: purchase orders, invoices, hourly rates, firm fixed price, commission payments, progress payments and contingency payments.

6.0 QUOTE EVALUATION

6.1 DIRECTOR'S RIGHT OF FINAL QUOTE ACCEPTANCE AND RIGHT TO WAIVE

The Director reserves the right to reject any or all Quotes, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award orders or Contracts in accordance with N.J.S.A. 52:34-12. Tie Quotes will be awarded by the Director in accordance with N.J.A.C. 17:12-2.10.

Pursuant to N.J.A.C. 17:12.2.7(d), the Director may waive minor irregularities or omissions in a Quote. The Director also reserves the right to waive a requirement provided that the requirement does not materially affect the procurement or the State's interests associated with the procurement.

6.2 STATE'S RIGHT TO INSPECT BIDDER FACILITIES

The State reserves the right to inspect the Bidder's establishment before making an award, for the purposes of ascertaining whether the Bidder has the necessary facilities for performing the Contract.

The State may also consult with clients of the Bidder during the evaluation of Quotes. Such consultation is intended to assist the State in making a Contract award that is most advantageous to the State.

6.3 STATE'S RIGHT TO REQUEST FURTHER INFORMATION

After the submission of Quotes, unless requested by the State as noted below, Bidder contact with the State is not permitted.

After the Quotes are reviewed, one (1), some or all of the Bidders may be asked to clarify certain aspects of its Quote. 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 Quote.

Further, the Director reserves the right to request a Bidder to explain, in detail, how the Quote price was determined.

6.4 EVALUATION

6.4.1 QUOTE EVALUATION COMMITTEE

Quotes may be evaluated by an Evaluation Committee composed of members of affected departments and agencies together with representative(s) from the Division. Representatives from other governmental agencies may also service on the Evaluation Committee. The Evaluation Committee may also the seek the expertise of outside consultants in an advisory role, as appropriate.

6.4.2 TECHNICAL EVALUATION CRITERIA

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

Each criterion will be scored and each score multiplied by a predetermined weight to develop the Technical Evaluation Score.

A. Personnel: The qualifications and experience of the Bidder's management, supervisory, and key personnel assigned to the Contract, including the candidates recommended for each of the positions/roles required;

B. Experience of firm: The Bidder's documented experience in successfully completing

Contract of a similar size and scope in relation to the work required by this RFQ; and

C. Ability of firm to complete the Scope of Work based on its Technical Quote: The Bidder's demonstration in the Quote that the Bidder understands the requirements of the Scope of Work and presents an approach that would permit successful performance of the technical requirements of the Contract.

6.4.3 BIDDER'S STATE-SUPPLIED PRICE SCHEDULE

The State will utilize a weighted consumption/market basket model to evaluate pricing. The pricing model will be date-stamped and entered into the record before Quote opening.

6.4.4 QUOTE DISCREPANCIES

In evaluating Quotes, 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.

6.5 ORAL PRESENTATION

After the Quotes are reviewed, one (1), some or all of the Bidders may be required to give an oral presentation to the State concerning its Quote.

A Bidder may not attend the oral presentations of its competitors.

It is within the State's discretion whether to require the Bidder to give an oral presentation or require the Bidder to submit written responses to questions regarding its Quote. Action by the State in this regard should not be construed to imply acceptance or rejection of a Quote. The Division will be the sole point of contact regarding any request for an oral presentation or clarification.

6.6 NEGOTIATION

In accordance with N.J.S.A. 52:34-12(f) and N.J.A.C. 17:12-2-7, after evaluating Quotes, the State may establish a competitive range and enter into negotiations with one (1) Bidder or multiple Bidders within this competitive range. The primary purpose of negotiations is to maximize the State'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 (1) Bidder or multiple Bidders. Negotiations will be structured to safeguard information and ensure that all Bidders are treated fairly.

After evaluation of Quotes and as applicable, negotiation(s), the State will recommend, to the Director, the responsible Bidder(s) whose Quote(s), conforming to the RFQ, is/are most advantageous to the State, price, and other factors considered. The Director may accept, reject or modify the recommendation of the Using Agency. The Director may initiate additional negotiation procedures with the selected Bidder(s).

Negotiations will be conducted only in those circumstances where it is deemed to be in the State's best interests and to maximize the State's ability to get the best value. Therefore, the Bidder is advised to submit its best technical and price Quote in response to this RFQ since the State may, after evaluation, make a Contract award based on the content of the initial submission, without further negotiation with any Bidder.

All contacts, records of initial evaluations, any correspondence with a Bidder related to any request for clarification, negotiation, any revised technical and/or price Quotes, and related documents will remain confidential until a Notice of Intent to Award a Contract is issued.

If the State contemplates negotiation, Quote prices will not be publicly read at the Quote opening. Only the name and address of each Bidder will be publicly announced at the Quote opening.

6.7 POOR PERFORMANCE

A Bidder with a history of performance problems may be bypassed for consideration of an award issued as a result of this RFQ. The following materials may be reviewed to determine Bidder performance: Contract cancellations for cause pursuant to Section 5.7(b) of the SSTC; information contained in Vendor performance records; information obtained from audits or investigations conducted by a local, state or federal agency of the Bidder's work experience; current licensure, registration, and/or certification status and relevant history thereof; or its status or rating with established business/financial reporting services, as applicable. Bidders should note that this list is not exhaustive.

7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD

7.1.1 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), EXECUTIVE ORDER NO. 117 (2008) AND N.J.A.C. 17:12-5 *ET SEQ.*

A. The State shall not enter into a Contract to procure services or any material, supplies or equipment, or to acquire, sell, or lease any land or building from any Business Entity, 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 Contractor 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 made by the Business Entity or any person or entity whose contributions are attributable to the Business Entity. The required form and instructions, available for review on the Division's website at http://www.state.nj.us/treasury/purchase/forms/eo134/Chapter51.pdf, shall be provided to the intended Contractor for completion and submission to the Division with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended Contractor shall submit to the Division, the Certification and Disclosure(s) within five (5) business days of the State's request. The Certification and Disclosure(s) may be executed electronically by typing the name of the authorized signatory in the "Signature" block as an alternative to downloading, physically signing the form, scanning the form, and uploading the form. Failure to submit the required forms will preclude award of a Contract under this RFQ, as well as future Contract opportunities; and

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. The required form and instructions, available for review on the Division's website at http://www.state.nj.us/treasury/purchase/forms/eo134/Chapter51.pdf, shall be provided to the intended Contractor with the Notice of Intent to Award.

The Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form is located on the Division's website.

7.1.2 SOURCE DISCLOSURE REQUIREMENTS

Pursuant to N.J.S.A. 52:34-13.2, all Contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a Contractor or Subcontractor within the United States and the certification is approved by the State Treasurer. Also refer to Section 3.6 Service Performance within U.S. of the SSTC.

Pursuant to the statutory requirements, the intended Contractor of a Contract primarily for services with the State of New Jersey must disclose the location by country where services under the Contract, including subcontracted services, will be performed. The Source Disclosure Form accompanies the subject RFQ. FAILURE TO SUBMIT SOURCING INFORMATION WHEN

REQUESTED BY THE STATE SHALL PRECLUDE AWARD OF A CONTRACT TO THE INTENDED BIDDER.

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

The Source Disclosure Form is located on the Division's website.

7.1.2.1 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, or any extension thereof, the Contractor or Subcontractor, who had upon 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 pursuant to Section 5.7b.1 of the SSTC, unless such shift in performance was previously approved by the Director and the Treasurer.

7.1.3 AFFIRMATIVE ACTION

The intended Contractor 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 Contractors 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) located on the web at http://www.nj.gov/treasury/purchase/forms/AA_%20Supplement.pdf.

7.1.4 BUSINESS REGISTRATION

In accordance with N.J.S.A. 52:32-44(b), a Bidder and its named Subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of the Treasury, Division of Revenue and Enterprise Services prior to the award of a Contract. See Section 4.1.2.1 of this RFQ for further information.

7.2 FINAL CONTRACT AWARD

Contract award[s] will be made with reasonable promptness by written notice to that responsible Bidder(s), whose Quote(s) is(are) most advantageous to the State, price, and other factors considered. Any or all Quotes may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

7.3 INSURANCE CERTIFICATES

The Contractor shall provide the State with current certificates of insurance for all coverages required by the terms of this Contract, naming the State as an Additional Insured. See Section 4.2 of the SSTC accompanying this RFQ.

8.0 CONTRACT ADMINISTRATION

8.1 STATE CONTRACT MANAGER

The State Contract Manager (SCM) is the State employee responsible for the overall management and administration of the Contract.

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

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

The SCM is the person who the Contractor will contact **after the Contract is executed** for answers to any questions and concerns about any aspect of the Contract. The SCM is responsible for coordinating the use of the Contract and resolving minor disputes between the Contractor and the Using Agency. The SCM is also responsible for notifying OIT and other appropriate parties of security and privacy violations or incidents. The SCM cannot modify the Contract, direct or approve a Change Order.

If the Contract has multiple users, the SCM shall be the central coordinator of the use of the Contract for all Using Agencies, while other State employees engage and pay the Contractor. All persons and agencies using the Contract must notify and coordinate the use of the Contract with the SCM.

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

Any Using Agency that is unable to resolve disputes with a Contractor shall refer those disputes to the SCM for resolution. Any questions related to performance of the work of the Contract by Using Agencies shall be directed to the SCM. The Contractor may contact the SCM if the Contractor cannot resolve a dispute with Using Agencies.

9.0 STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS

(Rev: 11/12/2020)

1. STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT

Unless the bidder/offeror is specifically instructed otherwise in the Bid Solicitation/Request for Proposals (RFP), the following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in the RFP and should be read in conjunction with same unless the RFP specifically indicates otherwise. In the event that the bidder/offeror would like to present terms and conditions that are in conflict with either these terms and conditions or those set forth in the RFP, the bidder/offeror must present those conflicts during the Question and Answer period for the State to consider. Any conflicting terms and conditions that the State is willing to accept will be reflected in an addendum to the RFP. The State's terms and conditions shall prevail over any conflicts set forth in a bidder/offeror's Proposal that were not submitted through the question and answer process and approved by the State. Nothing in these terms and conditions shall prohibit the Director of the Division of Purchase and Property (Director) from amending a contract when the Director determines it is in the best interests of the State.

1.1 CONTRACT TERMS CROSSWALK

NJSTART **Term**	**Equivalent Statutory, Regulatory and/or Legacy Term**
Bid/Bid Solicitation	Request For Proposal (RFP)/Solicitation
Bid Amendment	Addendum
Change Order	Contract Amendment
Master Blanket Purchase Order (Blanket P.O.)	Contract
Offer and Acceptance Page	Signatory Page
Quote	Proposal
Vendor	Bidder/Contractor

2. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

The statutes, laws or codes cited herein are available for review at the New Jersey State Library, 185 West State Street, Trenton, New Jersey 08625.

2.1 BUSINESS REGISTRATION

Pursuant to N.J.S.A. 52:32-44, the State is prohibited from entering into a contract with an entity unless the bidder and each subcontractor named in the proposal have a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services. A subcontractor named in a bid or other proposal shall provide a copy of its business registration to the bidder who shall provide it to the State.

The contractor shall maintain and submit to the State a list of subcontractors and their addresses that may be updated from time to time with the prior written consent of the Director during the course of contract performance. The contractor shall submit to the State a complete and accurate list of all subcontractors used and their addresses before final payment is made under the contract.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration, or that provides false business registration information, shall be liable for a penalty of $25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the Use Tax due pursuant to the “Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of

Revenue at (609) 292-1730. Form NJ-REG can be filed online at http://www.state.nj.us/treasury/revenue/busregcert.shtml.

2.2 ANTI-DISCRIMINATION

All parties to any contract with the State agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference. The agreement to abide by the provisions of N.J.S.A. 10:5-31 through 10:5-38 include those provisions indicated for Goods, Professional Service and General Service Contracts (Exhibit A, attached) and Constructions Contracts (Exhibit B and Executive Order 151, August 28, 2009, attached) as appropriate.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time.

2.3 PREVAILING WAGE ACT

The New Jersey Prevailing Wage Act, N.J.S.A. 34: 11-56.25 et seq. is hereby made part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on [this proposal] is his/her guarantee that neither he/she nor any subcontractors he/she might employ to perform the work covered by [this proposal] has been suspended or debarred by the Commissioner, Department of Labor and Workforce Development for violation of the provisions of the Prevailing Wage Act and/or the Public Works Contractor Registration Acts; the bidder's signature on the proposal is also his/her guarantee that he/she and any subcontractors he/she might employ to perform the work covered by [this proposal] shall comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.

2.4 AMERICANS WITH DISABILITIES ACT

The contractor must comply with all provisions of the Americans with Disabilities Act (ADA), P.L 101-336, in accordance with 42 U.S.C. 12101, et seq.

2.5 MACBRIDE PRINCIPLES

The bidder must certify pursuant to N.J.S.A. 52:34-12.2 that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

2.6 PAY TO PLAY PROHIBITIONS

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L. 2005, c. 51), and specifically, N.J.S.A. 19:44A-20.21, it shall be a breach of the terms of the contract for the business entity to:

A. Make or solicit a contribution in violation of the statute;

B. Knowingly conceal or misrepresent a contribution given or received;

C. Make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;

D. Make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor or Lieutenant Governor, or to any State or county party committee;

E. Engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation;

F. Fund contributions made by third parties, including consultants, attorneys, family members, and employees;

G. Engage in any exchange of contributions to circumvent the intent of the Legislation; or

H. Directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

2.7 POLITICAL CONTRIBUTION DISCLOSURE

The contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271, §3 as amended) if in a calendar year the contractor receives one (1) or more contracts valued at $50,000.00 or more. It is the contractor's responsibility to determine if filing is necessary. Failure to file can result in the imposition of penalties by ELEC. Additional information about this requirement is available from ELEC by calling 1(888)313-3532 or on the internet at http://www.elec.state.nj.us/.

2.8 STANDARDS PROHIBITING CONFLICTS OF INTEREST

The following prohibitions on contractor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

No vendor shall pay, offer to pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52: 13D-13g;

The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the New Jersey Office of the Attorney General and the Executive Commission on Ethical Standards, now known as the State Ethics Commission;

No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he/she is employed or associated or in which he/she has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, now known as the State Ethics Commission, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest;

No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee;

No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his/her official position to secure unwarranted privileges or advantages for the vendor or any other person; and

The provisions cited above in paragraphs 2.8a through 2.8e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards, now known as the State Ethics Commission may promulgate under paragraph 3c of Executive Order No. 189.

2.9 NOTICE TO ALL CONTRACTORS SET-OFF FOR STATE TAX NOTICE

Pursuant to N.J.S.A. 54:49-19, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.
The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.

2.10 COMPLIANCE - LAWS

The contractor must comply with all local, State and Federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.

2.11 COMPLIANCE - STATE LAWS

It is agreed and understood that any contracts and/or orders placed as a result of [this proposal] shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the State of New Jersey.

2.12 WARRANTY OF NO SOLICITATION ON COMMISSION OR CONTINGENT FEE BASIS

The contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business. If a breach or violation of this section occurs, the State shall have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration the full amount of such commission, percentage, brokerage or contingent fee.

3. STATE LAW REQUIRING MANDATORY COMPLIANCE BY CONTRACTORS UNDER CIRCUMSTANCES SET FORTH IN LAW OR BASED ON THE TYPE OF CONTRACT

3.1 COMPLIANCE - CODES

The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor shall be responsible for securing and paying all necessary permits, where applicable.

3.2 PUBLIC WORKS CONTRACTOR REGISTRATION ACT

The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractor(s) who engage in any contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development pursuant to N.J.S.A. 34:11-56.51. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance at (609) 292-9464.

3.3 PUBLIC WORKS CONTRACT - ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS

N.J.S.A. 10:2-1 requires that during the performance of this contract, the contractor must agree as follows:

A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

B. No contractor, subcontractor, nor any person on his/her behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

C. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of $50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

D. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

N.J.S.A. 10:5-33 and N.J.A.C. 17:27-3.5 require that during the performance of this contract, the contractor must agree as follows:

A. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;

B. The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry,

marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;

C. The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment, N.J.A.C. 17:27-3.7 requires all contractors and subcontractors, if any, to further agree as follows:

1. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2;

2. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices;

3. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions; and

4. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

3.4 BUILDING SERVICE

Pursuant to N.J.S.A. 34:11-56.58 et seq., in any contract for building services, as defined in N.J.S.A. 34:11-56.59, the employees of the contractor or subcontractors shall be paid prevailing wage for building services rates, as defined in N.J.S.A. 34:11.56.59. The prevailing wage shall be adjusted annually during the term of the contract.

3.5 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT

The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the statute.

3.6 SERVICE PERFORMANCE WITHIN U.S.

Under N.J.S.A. 52:34-13.2, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer.

A shift to performance of services outside the United States during the term of the contract shall be deemed a breach of contract. If, during the term of the contract, the contractor or subcontractor, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 5.7(b) (1) of the Standard Terms and Conditions, unless previously approved by the Director and the Treasurer.

3.7 BUY AMERICAN

Pursuant to N.J.S.A. 52:32-1, if manufactured items or farm products will be provided under this contract to be used in a public work, they shall be manufactured or produced in the United States and the contractor shall be required to so certify.

3.8 DOMESTIC MATERIALS

Pursuant to N.J.S.A. 52:33-2 et seq., if the contract is for the construction, alteration or repair of any public work, the contractor and all subcontractors shall use only domestic materials in the performance of the work unless otherwise noted in the specifications.

3.9 DIANE B. ALLEN EQUAL PAY ACT

Pursuant to N.J.S.A. 34:11-56.14 and N.J.A.C. 12:10-1.1 et seq., a contractor performing "qualifying services" or "public work" to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. For more information and report templates see https://nj.gov/labor/equalpay/equalpay.html.

4. INDEMNIFICATION AND INSURANCE

4.1 INDEMNIFICATION

The contractor's liability to the State and its employees in third party suits shall be as follows:

1. Indemnification for Third Party Claims - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract, including liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract;

2. The contractor's indemnification and liability under subsection (a) is not limited by, but is in addition to the insurance obligations contained in Section 4.2 of these Terms and Conditions; and

3. In the event of a patent and copyright claim or suit, the contractor, at its option, may: (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

4.2 INSURANCE

The contractor shall secure and maintain in force for the term of the contract insurance as provided herein. All required insurance shall be provided by insurance companies with an A-VIII or better rating by A.M. Best & Company. All policies must be endorsed to provide 30 days' written notice of cancellation or material change to the State of New Jersey at the address shown below. If the contractor's insurer cannot provide 30 days written notice, then it will become the obligation of the contractor to provide the same. The contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof. Renewal certificates shall be provided within 30 days of the expiration of the insurance. The contractor shall not begin to provide services or goods to the State until evidence of the required insurance is provided. The certificates of insurance shall indicate the contract number or purchase order number and title of the contract in the Description of Operations box and shall list the State of New Jersey, Department of the Treasury, Division of Purchase & Property, Contract Compliance & Audit Unit, P.O. Box 236, Trenton, New Jersey 08625

in the Certificate Holder box. The certificates and any notice of cancelation shall be emailed to the State at:

ccau.certificate@treas.nj.gov

The insurance to be provided by the contractor shall be as follows:

A. Occurrence Form Commercial General Liability Insurance or its equivalent: The minimum limit of liability shall be $1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Commercial General Liability Insurance policy or its equivalent shall name the State, its officers, and employees as "Additional Insureds" and include the blanket additional insured endorsement or its equivalent. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic Commercial General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage;

B. Automobile Liability Insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than $1,000,000 per occurrence as a combined single limit. The State must be named as an "Additional Insured" and a blanket additional insured endorsement or its equivalent must be provided when the services being procured involve vehicle use on the State's behalf or on State controlled property;

C. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:

1. $1,000,000 BODILY INJURY, EACH OCCURRENCE;
2. $1,000,000 DISEASE EACH EMPLOYEE; and
3. $1,000,000 DISEASE AGGREGATE LIMIT.

- This $1,000,000 amount may have been raised by the RFP when deemed necessary by the Director; and

- In the case of a contract entered into pursuant to N.J.S.A. 52:32-17 et seq., (small business set asides) the minimum amount of insurance coverage in subsections a., b., and c. above may have been lowered in the RFP for certain commodities when deemed in the best interests of the State by the Director.

5. TERMS GOVERNING ALL CONTRACTS

5.1 CONTRACTOR IS INDEPENDENT CONTRACTOR

The contractor's status shall be that of any independent contractor and not as an employee of the State.

5.2 CONTRACT AMOUNT

The estimated amount of the contract(s), when stated on the RFP form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of the RFP or any contract entered into as a result of the RFP.

5.3 CONTRACT TERM AND EXTENSION OPTION

If, in the opinion of the Director, it is in the best interest of the State to extend a contract, the contractor shall be so notified of the Director's Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the term and period of performance of the contract. If the contractor agrees to the extension, all terms and conditions of the original contract shall apply unless more favorable terms for the State have been negotiated.

5.4 STATE'S OPTION TO REDUCE SCOPE OF WORK

The State has the option, in its sole discretion, to reduce the scope of work for any deliverable, task or subtask called for under this contract. In such an event, the Director shall provide to the contractor advance written notice of the change in scope of work and what the Director believes should be the corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:

A. If the contractor does not agree with the Director's proposed adjusted contract price, the contractor shall submit to the Director any additional information that the contractor believes impacts the adjusted contract price with a request that the Director reconsider the proposed adjusted contract price. The parties shall negotiate the adjusted contract price. If the parties are unable to agree on an adjusted contract price, the Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted contract price; and

B. If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the Director an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Director may request. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the compensation to be paid for such work effort.

5.5 CHANGE IN LAW

If, after award, a change in applicable law or regulation occurs which affects the Contract, the parties may amend the Contract, including pricing, in order to provide equitable relief for the party disadvantaged by the change in law. The parties shall negotiate in good faith, however if agreement is not possible after reasonable efforts, the Director shall make a prompt decision as to an equitable adjustment, taking all relevant information into account, and shall notify the Contractor of the final adjusted contract price.

5.6 SUSPENSION OF WORK

The State may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid for goods ordered, goods delivered, or services requested and performed until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director shall make an equitable adjustment, if any is required, to the contract price. The contractor shall provide whatever information that Director may require related to the equitable adjustment.

5.7 TERMINATION OF CONTRACT

A. For Convenience:
Notwithstanding any provision or language in this contract to the contrary, the Director may terminate this contract at any time, in whole or in part, for the convenience of the State, upon no less than 30 days written notice to the contractor;

B. For Cause:
   a. Where a contractor fails to perform or comply with a contract or a portion thereof, and/or fails to comply with the complaints procedure in N.J.A.C. 17:12-4.2 et seq., the Director may terminate the contract, in whole or in part, upon ten (10) days' notice to the contractor with an opportunity to respond; and

b. Where in the reasonable opinion of the Director, a contractor continues to perform a contract poorly as demonstrated by e.g., formal complaints, late delivery, poor performance of service, short-shipping, so that the Director is required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq., and there has been a failure on the part of the contractor to make progress towards ameliorating the issue(s) or problem(s) set forth in the complaint, the Director may terminate the contract, in whole or in part, upon ten (10) days' notice to the contractor with an opportunity to respond.

C. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond; and

D. In the event of termination under this section, the contractor shall be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

5.8 SUBCONTRACTING OR ASSIGNMENT

Subcontracting: The contractor may not subcontract other than as identified in the contractor's proposal without the prior written consent of the Director. Such consent, if granted in part, shall not relieve the contractor of any of his/her responsibilities under the contract, nor shall it create privity of contract between the State and any subcontractor. If the contractor uses a subcontractor to fulfill any of its obligations, the contractor shall be responsible for the subcontractor's: (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws; and

Assignment: The contractor may not assign its responsibilities under the contract, in whole or in part, without the prior written consent of the Director.

5.9 NO CONTRACTUAL RELATIONSHIP BETWEEN SUBCONTRACTORS AND STATE

Nothing contained in any of the contract documents, including the RFP and vendor's bid or proposal shall be construed as creating any contractual relationship between any subcontractor and the State.

5.10 MERGERS, ACQUISITIONS

If, during the term of this contract, the contractor shall merge with or be acquired by another firm, the contractor shall give notice to the Director as soon as practicable and in no event longer than 30 days after said merger or acquisition. The contractor shall provide such documents as may be requested by the Director, which may include but need not be limited to the following: corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices; updated information including ownership disclosure and Federal Employer Identification Number. The documents must be submitted within 30 days of the request. Failure to do so may result in termination of the contract for cause.

If, at any time during the term of the contract, the contractor's partnership, limited liability company, limited liability partnership, professional corporation, or corporation shall dissolve, the Director must be so notified. All responsible parties of the dissolved business entity must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment shall be made until all parties to the dissolved business entity submit the required documents to the Director.

5.11 PERFORMANCE GUARANTEE OF CONTRACTOR

The contractor hereby certifies that:

A. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice;

B. All equipment supplied to the State and operated by electrical current is UL listed where applicable;

C. All new machines are to be guaranteed as fully operational for the period stated in the contract from time of written acceptance by the State. The contractor shall render prompt service without charge, regardless of geographic location;

D. Sufficient quantities of parts necessary for proper service to equipment shall be maintained at distribution points and service headquarters;

E. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice;

F. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract; and

G. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

5.12 DELIVERY REQUIREMENTS

A. Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the contract;

B. The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract and in accordance with good commercial practice;

C. Items delivered must be strictly in accordance with the contract; and

D. In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the contract, the using agency shall be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor.

5.13 APPLICABLE LAW AND JURISDICTION

This contract and any and all litigation arising therefrom or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles and shall be filed in the appropriate Division of the New Jersey Superior Court.

5.14 CONTRACT AMENDMENT

Except as provided herein, the contract may only be amended by written agreement of the State and the contractor.

5.15 MAINTENANCE OF RECORDS

The contractor shall maintain records for products and/or services delivered against the contract for a period of five (5) years from the date of final payment unless a longer period is required by law. Such records shall be made available to the State, including the Comptroller, for audit and review.

5.16 ASSIGNMENT OF ANTITRUST CLAIM(S)

The contractor recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser. Therefore, and as consideration for executing this contract, the contractor, acting herein by and through its duly authorized agent, hereby conveys, sells, assigns, and transfers to the State of New Jersey, for itself and on behalf of

its political subdivisions and public agencies, all right, title and interest to all claims and causes of action it may now or hereafter acquire under the antitrust laws of the United States or the State of New Jersey, relating to the particular goods and services purchased or acquired by the State of New Jersey or any of its political subdivisions or public agencies pursuant to this contract.
In connection with this assignment, the following are the express obligations of the contractor:

A. It shall take no action that will in any way diminish the value of the rights conveyed or assigned hereunder;

B. It shall advise the Attorney General of New Jersey:

   1. In advance of its intention to commence any action on its own behalf regarding any such claim or cause(s) of action; and

   2. Immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the pendency of such action.

C. It shall notify the defendants in any antitrust suit of the within assignment at the earliest practicable opportunity after the contractor has initiated an action on its own behalf or becomes aware that such an action has been filed on its behalf by another person. A copy of such notice shall be sent to the Attorney General of New Jersey; and

D. It is understood and agreed that in the event any payment under any such claim or cause of action is made to the contractor, it shall promptly pay over to the State of New Jersey the allotted share thereof, if any, assigned to the State hereunder.

6. TERMS RELATING TO PRICE AND PAYMENT

6.1 PRICE FLUCTUATION DURING CONTRACT

Unless otherwise agreed to in writing by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract. In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director must be notified, in writing, of any price reduction within five (5) days of the effective date.

Failure to report price reductions may result in cancellation of contract for cause, pursuant to provision 5.7(b)1.

In an exceptional situation the State may consider a price adjustment. Requests for price adjustments must include justification and documentation.

6.2 TAX CHARGES

The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

6.3 PAYMENT TO VENDORS

A. The using agency(ies) is (are) authorized to order and the contractor is authorized to ship only those items covered by the contract resulting from the RFP. If a review of orders placed by the using agency(ies) reveals that goods and/or services other than that covered by the contract have been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or not award the contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by the agency, regardless of the time between the date of delivery and

discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price;

B. The contractor must submit invoices to the using agency with supporting documentation evidencing that work or goods for which payment is sought has been satisfactorily completed or delivered. For commodity contracts, the invoice, together with the Bill of Lading, and/or other documentation to confirm shipment and receipt of contracted goods must be received by the using agency prior to payment. For contracts featuring services, invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager or using agency before payment will be authorized;

C. In all time and materials contracts, the State Contract Manager or designee shall monitor and approve the hours of work and the work accomplished by contractor and shall document both the work and the approval. Payment shall not be made without such documentation. A form of timekeeping record that should be adapted as appropriate for the Scope of Work being performed can be found at www.nj.gov/treasury/purchase/forms/Vendor_Timesheet.xls; and

D. The contractor shall provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business, minority or woman-owned subcontractor(s). This breakdown shall be sent to the Chief of Operations, Division of Revenue, P.O. Box 628, Trenton, NJ 08646.

6.4 OPTIONAL PAYMENT METHOD: P-CARD

The State offers contractors the opportunity to be paid through the MasterCard procurement card (p-card). A contractor's acceptance and a State agency's use of the p-card are optional. P-card transactions do not require the submission of a contractor invoice; purchasing transactions using the p-card will usually result in payment to a contractor in three (3) days. A contractor should take note that there will be a transaction-processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the MasterCard. Additional information can be obtained from banks or merchant service companies.

6.5 NEW JERSEY PROMPT PAYMENT ACT

The New Jersey Prompt Payment Act, N.J.S.A. 52:32-32 et seq., requires state agencies to pay for goods and services within 60 days of the agency's receipt of a properly executed State Payment Voucher or within 60 days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the State prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest shall not be paid until it exceeds $5.00 per properly executed invoice.

Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

6.6 AVAILABILITY OF FUNDS

The State's obligation to make payment under this contract is contingent upon the availability of appropriated funds and receipt of revenues from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless and until funds are appropriated each fiscal year to the using agency by the State Legislature and made available through receipt of revenue.

7. TERMS RELATING TO ALL CONTRACTS FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS

The provisions set forth in this Section of the Standard Terms and Conditions apply to all contracts funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

7.1 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS

Pursuant to 2 CFR 200.321, the State must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Accordingly, if subawards are to be made the Contractor shall:

(1) Include qualified small and minority businesses and women's business enterprises on solicitation lists;
(2) Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
(3) Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
(4) Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
(5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

7.2 DOMESTIC PREFERENCE FOR PROCUREMENTS

Pursuant to 2 CFR 200.322, where appropriate, the State has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). If subawards are to be made the Contractor shall include a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
(2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

7.3 PROCUREMENT OF RECOVERED MATERIALS

Where applicable, in the performance of contract, pursuant to 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

To the extent that the scope of work or specifications in the contract requires the contractor to provide recovered materials the scope of work or specifications are modified to require that as follows.

1. 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. 2. Meeting contract performance requirements; or
3. 3. At a reasonable price.

1. 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.
2. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

7.4 EQUAL EMPLOYMENT OPPORTUNITY

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." See, 2 CFR Part 200, Appendix II, para. C.

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
   Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the

administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

   Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

   The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

   The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

   The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

7.5 DAVIS-BACON ACT, 40 U.S.C. 3141-3148, AS AMENDED

When required by Federal program legislation, all prime construction contracts in excess of $2,000 shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40

U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.

7.6 COPELAND ANTI-KICKBACK ACT

Where applicable, the Contractor must comply with Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the OGS centralized contract.
b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
c. Breach. A breach of the clauses above may be grounds for termination of the OGS centralized contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

7.7 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708

Where applicable, all contracts awarded by the non-Federal entity in excess of $ 100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
3. Withholding for unpaid wages and liquidated damages. The unauthorized user shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor

shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7.8 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

7.9 CLEAN AIR ACT, 42 U.S.C. 7401-7671Q, AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387, AS AMENDED

Where applicable, Contract and subgrants of amounts in excess of $150,000, must comply with the following:

Clean Air Act

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

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

7.10 DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 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 of2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

7.11 BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352

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

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)
N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at http://www.state.nj.us/treasury/contract_compliance).

The contractor and its subcontractors shall furnish such reports or other documents to the Division of Purchase an Property, CCAU, EEO Monitoring Program as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Purchase an Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1 et seq.

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)
N.J.S.A. 10:5-39 et. seq. (P.L. 1983, c. 197)
N.J.A.C. 17:27-1.1 et seq.

CONSTRUCTION CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such equal employment opportunity shall include, but not be limited to the following: employment, up grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

N.J.S.A. 10:5-39 et seq. requires contractors, subcontractors, and permitted assignees performing construction, alteration, or repair of any building or public work in excess of $250,000 to guarantee equal employment opportunity to veterans.

The contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) The contactor or subcontractor shall interview the referred minority or women worker.

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith

determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA-201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7.

The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Dept. of LWD, Construction EEO Monitoring Program and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on the job and/or off the job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.

EXECUTIVE ORDER NO. 151 REQUIREMENTS

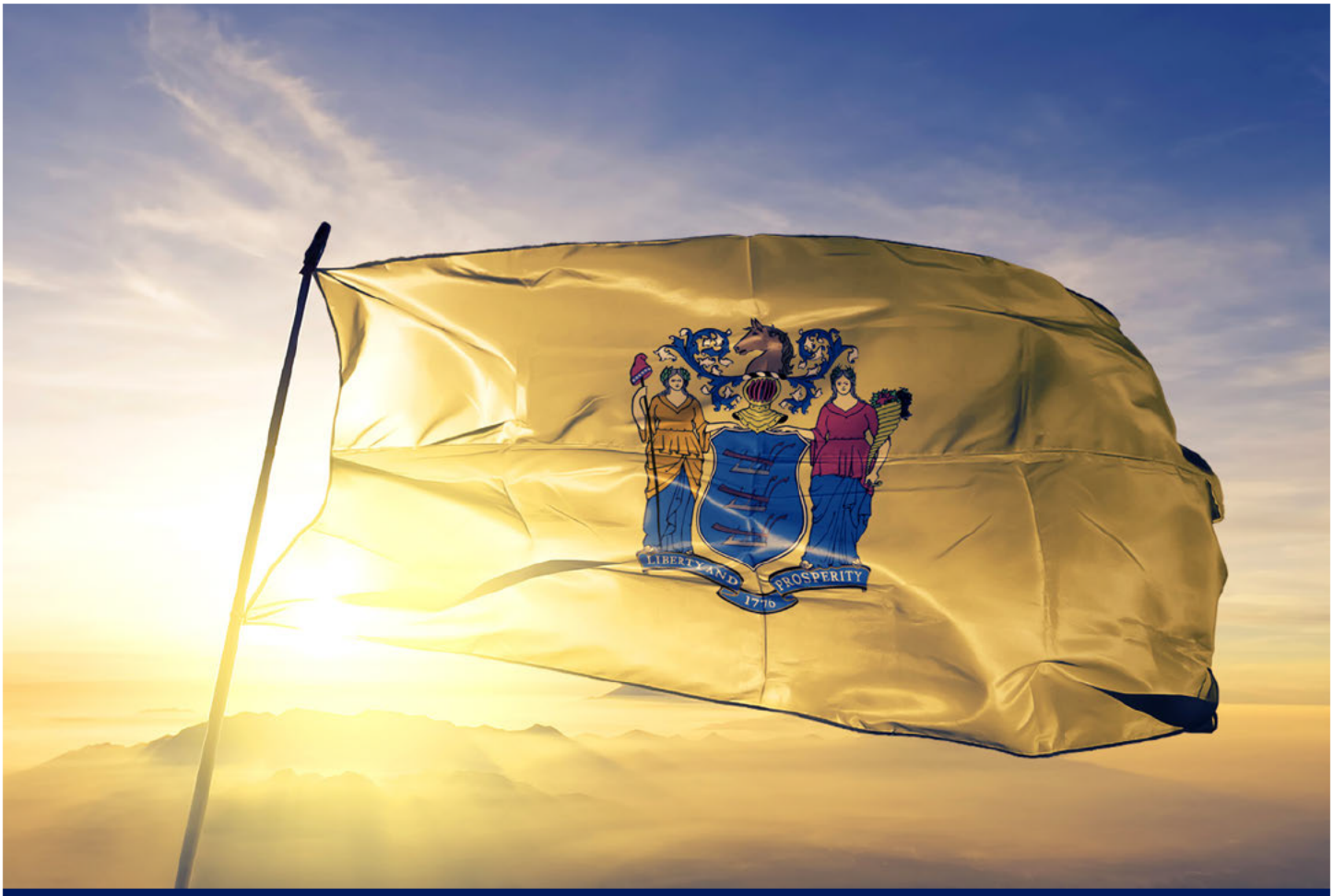
It is the policy of the Division of Purchase and Property that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the Division of Purchase and Property to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The contractor must demonstrate to the Division of Purchase and Property's satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the Division of Purchase and Property's contract with the contractor. Payment may be withheld from a contractor's contract for failure to comply with these provisions.

Evidence of a "good faith effort" includes, but is not limited to:

1. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at http://NJ.gov/http://NJ.gov/JobCentralNJ;
2. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
3. The Contractor shall actively solicit and shall provide the Division of Purchase and Property with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and
4. The Contractor shall provide evidence of efforts described at 2 above to the Division of Purchase and Property no less frequently than once every 12 months.
5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27.

This language is in addition to and does not replace good faith efforts requirements for construction contracts required by N.J.A.C. 17:27-3.6, 3.7 and 3.8, also known as Exhibit B.



Integrity Oversight Monitor Guidelines

August 2020

State of New Jersey COVID-19 Compliance and Oversight Taskforce

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The State of New Jersey COVID-19 Compliance and Oversight Taskforce is composed of the following members or their designees:

- **Kevin D. Walsh, Acting State Comptroller, Taskforce Chair**
- **Gurbir S. Grewal, Attorney General**
- **Elizabeth Maher Muoio, State Treasurer**
- **Daniel Kelly, Executive Director, Governor's Disaster Recovery Office**
- **William Viqueira, Accountability Officer, NJ Transit**
- **Amanda Schultz, Accountability Officer, Department of Education**
- **Catherine Schafer, Accountability Officer, Department of Children and Families**

Introduction

On July 17, 2020, Governor Murphy signed Executive Order 166 ("EO 166"), which, among other things, established the COVID-19 Compliance and Oversight Taskforce (the "Taskforce"). The purpose of the Taskforce is to advise State departments, agencies, and independent authorities 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. As defined in EO 166, "COVID-19 Recovery Funds" are funds provided through the CARES Act, to state and local governments, and non-government sources to support New Jersey's residents, businesses, non-profit organizations, government agencies, and other entities responding to or recovering from the COVID-19 pandemic.

Pursuant to EO 166, the Taskforce is responsible for issuing guidelines regarding the appointment and responsibilities of COVID-19 Oversight Integrity Monitors ("Integrity Monitors"). Recovery Program Participants may retain and appoint Integrity Monitors to oversee the disbursement of COVID-19 Recovery Funds and the administration of a COVID-19 Recovery Program. They are intended to serve as an important part of the state's accountability infrastructure while working with Recovery Program Participants in developing measures to prevent, detect, and remediate inefficiency and malfeasance in the expenditure of COVID-19 Recovery Funds.

EO 166 requires Recovery Program Participants to identify a central point of contact (an "Accountability Officer") for tracking COVID-19 funds within each agency or authority. The Accountability Officer is responsible for working with and serving as a direct point of contact for the Governor's Disaster Recovery Office (GDRO) and the Taskforce. Accountability Officers should also ensure appropriate reviews are performed to assess risks and evaluate whether an Integrity Monitor can assist in reducing or eliminating risk to ensure the public that state and federal funds were used efficiently, fairly, and prudently.

Recovery Program Participants and Integrity Monitors should be focused on the common goal of maximizing the value of COVID-19 Recovery Funding by ensuring that every dollar is spent efficiently and properly. Integrity Monitors can add value to a program by assisting in implementing the fiscal controls necessary to maintain proper documentation, flagging potential issues in real time, maximizing reimbursements, sharing information with and responding to inquiries from the GDRO and Office of State Comptroller (OSC), and reporting to those offices, the Treasurer, the Attorney General, and legislative leadership.

Recovery Program Participants, Accountability Officers and Integrity Monitors should work together to fulfill the goals of EO 166 and these guidelines. The retention of Integrity Monitors will support monitoring and oversight that will ensure that Recovery Program Participants administer COVID-19 recovery funds in compliance with program, financial, and administrative requirements set forth in the federal-state grant agreement, the state-Recovery Program Participant sub-grant agreement, and applicable federal and state laws, regulations, and guidelines. Additionally, these guidelines will assist the State in fulfilling its monitoring responsibilities as set forth in 2 CFR 200 Subpart D. This may involve routine desk reviews and, when appropriate, on-site reviews by an Integrity Monitor. Recovery Program Participants that do not retain an Integrity Monitor will comply with these requirements, in coordination with the GDRO, as addressed in the Compliance Plan adopted by the Taskforce.

Conditions for Oversight Monitors

A Recovery Program Participant should evaluate whether it should retain an Integrity Monitor in accordance with these guidelines using the following standards.

For Recovery Program Participants that have received or will administer a total of up to $20 million in COVID-19 Recovery Funds: The Recovery Program Participant's Accountability Officer shall conduct a risk assessment taking into account both the likelihood and severity of risk in the participant's program(s) and consult with the GDRO regarding whether an Integrity Monitor is necessary to reduce or eliminate risk in view of the agency's or authority's existing resources, staffing, expertise or capacity. The availability of federal funds should be considered in evaluating whether to retain an Integrity Monitor. In an appropriate circumstance, a Recovery Program Participant may request or may be directed by the GDRO to retain an Integrity Monitor using non-federal funds.

For Recovery Program Participants that have received or will administer a total of $20 million or more in COVID-19 Recovery Funds: A Recovery Program Participant that has received this amount of funding should retain at least one Integrity Monitor, subject to federal funding being available. Multiple Integrity Monitors should be retained if one monitor is not adequate to oversee multiple programs being implemented by the agency or authority as determined in consultation with the GDRO.

In an appropriate circumstance, a Recovery Program Participant may request or may be directed by the GDRO to retain an Integrity Monitor using non-federal funds.

Risk Assessment

As noted above, not all Recovery Program Participants within the up to $20 million range should retain an Integrity Monitor. A Recovery Program Participant's Accountability Officer, in consultation with the GDRO, should assess the risk to public funds, the availability of federal funds to pay for the Integrity Monitor, the entity's current operations and whether internal controls alone are adequate to mitigate or eliminate risk in determining whether the use of an Integrity Monitor is necessary.

An Accountability Officer will conduct an initial review of the Recovery Program Participant's programs, procedures and processes, and assess the organizational risk and the entity's risk tolerance. The risk assessment should include a review of the agency's ability to comply with CARES Act or other federal statutory and regulatory requirements as well as applicable state laws and regulations, including with regard to reporting, monitoring, and oversight, and a review of the agency's susceptibility to waste, fraud, and abuse.

An Accountability Officer conducting a risk assessment should complete and memorialize the assessment using the matrix attached to this document. The risk assessment should be shared with the GDRO and OSC. Some of the specific factors an Accountability Officer should consider when assessing risk for a Recovery Program Participant within the up to $20 million range include:

- Organizational leadership, capacity, expertise, and experience managing and accounting for federal grant funds in general, and disaster recovery funds in particular;
- Input from the individuals/units that will be disbursing funds or administering the program;
- Review of existing internal controls and any identified weaknesses;
- Prior audits and audit findings from state or federal oversight entities;
- Lessons learned from prior disasters;
- Sub-recipient internal control weaknesses, if applicable;
- Adequacy of financial, acquisition, and grants management policies and procedures, including technological capacity and potentially outdated financial management systems;
- Barriers to reporting;
- Experience with state and federal procurement processes, value of anticipated procurements, and reliance on contractors to meet program goals and objectives;
- Potential conflicts of interests and ethics compliance;
- Amount of funds being disbursed to a particular category of sub-recipient and the complexity of its project(s); and
- Whether federal or state guidelines provide guidance regarding the uses of funds (i.e., discretionary vs. restrictive).

The Accountability Officer should determine the organization's risk tolerance as to all recovery programs jointly and as to individual

programs, recognizing that Integrity Monitors may be appropriate for some programs and not others within an agency or authority. If the risk exceeds an acceptable level of risk tolerance, the Accountability Officer should engage an Integrity Monitor.

An important element in the risk assessment is documentation of the process and results. This is critical to ensuring the extent of monitoring and oversight. The overall level of risk should dictate the frequency and depth of monitoring practices, including how to mitigate identified risks by, for example, providing training and technical assistance or increasing the frequency of on-site reviews. In some cases, monitoring efforts may lead an Accountability Officer or the GDRO to impose additional special conditions on the Recovery Program Participant. Depending on the kind of work the sub-recipient performs, it may be appropriate to reevaluate frequently, including quarterly, to account for changes in the organization or the nature of its activities. See 2 CFR Section 200.207 in the uniform guidance for examples; GAO Report: A Framework for Managing Fraud Risk in Federal Programs (2015).

If the Accountability Officer or the GDRO determines that an Integrity Monitor should be retained for a Recovery Program Participant that is receiving or administering federal funds up to $20 million, the Accountability Officer and GDRO should assess whether federal or other funding exists to pay the costs associated with the Integrity Monitor's services. Some federal programs have caps on the amount of funding that can be used for oversight and administrative expenses.

Establishing the Pool of Integrity Monitors

The New Jersey Department of the Treasury, Division of Administration (Treasury) will designate a department employee to act as the State Contract Manager for purposes of administering the overarching state contract for Integrity Monitoring Services. The State Contract Manager will establish one pool of qualified integrity monitors for engagement by eligible Recovery Program Participants. Treasury will issue a bid solicitation for technical and price quotations from interested qualified firms that can provide the following services: (1) Program and Process Management Auditing; (2) Financial Auditing and Grant Management; and (3) Integrity Monitoring/Anti-Fraud services.

The specific services Integrity Monitors provide vary and will depend on the nature of the programs administered by the Recovery Program Participant. The pool of Integrity Monitors should include professionals available to perform one or more of the following services:

Program and Performance Monitoring	Financial Monitoring / Grant Management	Integrity Monitoring / Anti-Fraud
Development of processes, controls and technologies to support the execution of CARES Act funded programs and other federal programs, e.g. FEMA.	Comprehensive understanding of the relevant grant programs and criteria.	Forensic accounting and other specialty accounting services.
Review and improvement of procedures addressing financial management.	Streamlining of grant management and fiscal management processes to ensure accountability of funds and compliance with program regulations.	Continuing risk assessments and loss prevention strategies.
Workload analysis; skills gap analysis, organizational effectiveness and workforce recruiting strategies.	Monitoring all grant management, accounting, budget management, and other business office functions.	Performance and program monitoring and promotion of best practices.
Consulting services to support account reconciliations.	Providing training for staff in the area of detection and prevention of waste, fraud, and abuse.	Prevention, detection and investigation of fraud and misconduct

Quality assurance reviews and assessments associated with the payments process to ensure compliance with federal and state regulations.	Ensuring compliance with all applicable federal and state accounting and financial reporting requirements.	Implement and manage appropriate compliance systems and controls, as required by federal, state and local law.
Risk analysis and identifications of options for risk management.		Provide data management systems/programs for the purpose of collecting, conducting and reporting required compliance and anti-fraud analytics.
Subject Matter Expert knowledge of required standards for related monitoring and financial standards.		

Procedures for Requesting and Procuring an Integrity Monitor

To retain an Integrity Monitor, a Recovery Program Participant should proceed as follows:

- A Recovery Program Participant shall designate an agency employee to act as the contract manager for an Integrity Monitor engagement (Agency Contract Manager), which may be the Accountability Officer. The Agency Contract Manager should notify the State Contract Manager, on a form prescribed by Treasury, along with any required supporting documentation, of its request for an Integrity Monitor. The Agency Contract Manager should indicate which Integrity Monitoring services are required.

- The Agency Contract Manager will develop an Engagement Query on an individual basis.

- The Engagement Query will include a detailed scope of work; specific performance milestones, timelines, and standards and deliverables.

- The Agency Contract Manager, in consultation with the Office of the Attorney General, Division of Law, will structure a liquidated damages provision for the failure to meet any required milestones, timelines, or standards or deliverables, as appropriate.

- The Agency Contract Manager will submit its Engagement Query to the State Contract Manager. Upon approval by the State Contract Manager, but prior to the solicitation of any services, the Engagement Query shall be sent to OSC for approval pursuant to EO 166. After receiving approval from OSC, the State Contract Manager will send the Engagement Query to all eligible Integrity Monitors within the pool in order to provide a level playing field.

- Interested, eligible Integrity Monitors will respond to the Engagement Query within the timeframe designated by the State Contract Manager, with a detailed proposal that includes a detailed budget, timelines, and plan to perform the scope of work and other requirements of the Engagement Query. Integrity Monitors shall also identify any potential conflicts of interest.

- The State Contract Manager will forward to the Agency Contract Manager all proposals received in response to the Engagement Query. The Agency Contract Manager will review the proposals and select the Integrity Monitor whose proposal represents the best value, price and other factors considered. The Agency Contract Manager will memorialize in writing the justification for selecting an Integrity Monitor(s).

- Prior to finalizing any engagement under this contract, the Agency Contract Manager, in consultation with the Accountability Officer, will independently determine whether the intended Integrity Monitor has any potential conflicts with the engagement.

- The State Contract Manager, on behalf of the Recovery Program Participant, will then issue a Letter of Engagement with a "Not to Exceed" clause to the engaged Integrity Monitor and work with the Agency Contract Manager to begin the issuance of Task Orders.

Integrity Monitor Requirements

A. Independence

The process by which Integrity Monitors are retained and the manner in which they perform their tasks in accordance with these guidelines are intended to provide independence as they monitor and report on the disbursement of COVID-19 Recovery Funds and the administration of a COVID-19 Recovery Program by a Recovery Program Participant. Although the Integrity Monitor and the Recovery Program Participant should share common goals, the Integrity Monitor should function as an independent party and should conduct its review as an outside auditor/reviewer would.

An Integrity Monitor for a particular agency should have no individual or company affiliation with the agency that would prevent it from performing its oversight as an independent third party. Integrity Monitors and Recovery Program Participants must be mindful of applicable conflicts of interest laws, including but not limited to, N.J.S.A. 52:13D-12 to -28, Executive Order 189 (Kean, 1988) and requirements set forth in the Uniform Grant Guidance, among others.

B. Communication

Integrity Monitors should maintain open and frequent communication with the Recovery Program Participant that has retained its services. The purpose of communicating in this manner is to make the Recovery Program Participant aware of issues that can be addressed during the administration of a program and prior to future disbursement of funds by the Participant. Therefore, Integrity Monitors should not wait until reports are issued to notify a Participant's Accountability Officer of deficiencies. This will enable the Recovery Program Participant to take action to correct any deficiencies before additional funds are expended. Substantial deficiencies should also be reported in real time to the GDRO, the State Comptroller, and the State Treasurer.

Prior to the posting of an Integrity Monitor report that contains findings of waste, fraud, or abuse, the Recovery Program Participant should be permitted to respond to the findings and have that response included in the publicly posted report. This will allow the Recovery Program Participant to highlight any course corrections as a result of the finding or to contest any finding that it feels is inappropriate. A Recovery Program Participant's response is due within 15 business days after receipt of an Integrity Monitor report.

Integrity Monitors must respond promptly to any inquiries posed by the GDRO, State Comptroller, State Treasurer, and Agency Contract Manager pursuant to EO 166.

C. General Tasks of Integrity Monitors

The tasks of an Integrity Monitor may vary based on the agency/program the Monitor is overseeing. Generally, the role of Integrity Monitors is to ensure that Recovery Program Participants are performing according to the sub-award agreement and applicable federal and State regulations and guidelines with the intent to safeguard

COVID-19 Recovery Funds through the following tasks:

- Perform initial and ongoing risk assessments;
- Evaluate project performance;
- Evaluate internal controls associated with the Recovery Program Participant's financial management, cash management, acquisition management, property management, and records management capabilities;
- Validate compliance with sub-grant award and general term and special conditions;
- Review 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;
- Conduct interviews of Recovery Program Participant 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 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;
- Ensure that the agency is retaining appropriate documentation, based on federal and state regulations and guidance, to support fund disbursement;
- Follow up with questions regarding specific funding decisions, and review decisions related to emergency situations;
- Facilitate the exchange of ideas and promote operational efficiency;
- Identify present and future needs; and
- Promote cooperation and communication among Integrity Monitors engaged by other Recovery Program Participants (e.g., to guard against duplication of benefits).

Integrity Monitors should generally perform desk reviews to evaluate the need for on-site visits or monitoring. Depending on the results of the desk review, coupled with the conclusions reached during any risk assessments that may have been conducted of the sub-recipient's capabilities, the Monitor should evaluate whether an on-site monitoring visit is appropriate. If the Monitor is satisfied that essential project goals, objectives, timelines, budgets, and other related program and financial criteria are being met, then the Monitor should document the steps taken to reach this conclusion and dispense with an on-site monitoring visit. However, the Integrity Monitor may choose to perform on-site monitoring visits as a result of any of the following:

- Non-compliance with reporting requirements;
- Problems identified in quarterly progress or

financial reports;

- History of unsatisfactory performance;
- Unresponsiveness to requests for information;
- High-risk designation;
- Follow-up on prior audits or monitoring findings; and
- Allegations of misuse of funds or receipt of complaints.

D. Reporting Requirements

1. Reports

Pursuant to EO 166, Integrity Monitors shall submit draft quarterly reports to the Recovery Program Participant on the last day of the quarter detailing the specific services rendered during that quarter and any findings of waste, fraud, or abuse. Prior to the posting of an Integrity Monitor report that contains findings of waste, fraud, or abuse, the Recovery Program Participant should be permitted to respond to the findings and have that response included in the publicly posted report. This will allow the Recovery Program Participant to highlight any course corrections as a result of the finding or to contest any finding that it contends is inappropriate. A Recovery Program Participant's response is due within 15 business days after receipt of an Integrity Monitor report.

Fifteen business days after quarter-end, Integrity Monitors will deliver their final quarterly reports, inclusive of any comments from the Recovery Program Participant, to the State Treasurer, who shall share the reports with the GDRO, the Senate President, the Speaker of the General Assembly, the Attorney General, and the State Comptroller. The Integrity Monitor quarterly reports will be posted on the GDRO transparency website pursuant to the Executive Order.

The specific areas covered by a report will vary based on the program being reviewed, the manner and use of the funds, procurement of goods and services, type of disbursements to be issued, and specific COVID-19 Recovery Fund requirements. The topics covered by the report should include the information included in the Uniform Template. See attached Uniform Template to be used by all Integrity Monitors for reports.

2. Additional Reports

EO 166 directs OSC to oversee the work of Integrity Monitors and to submit inquiries to them to which Integrity Monitors must reply promptly. OSC may request Integrity Monitors to issue reports or prepare memoranda that will assist OSC in evaluating whether there is waste, fraud, or abuse in recovery programs administered by Recovery Plan Participants.

The State Comptroller may also request Integrity Monitors to share corrective action plans prepared by Recovery Plan Participants to address reported deficiencies and to evaluate whether those corrective plans have been successfully implemented.

GDRO and the State Treasurer may also

request reports from Integrity Monitors to which Integrity Monitors must reply promptly.

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

Issues of waste, fraud, abuse, and misuse of COVID-19 Recovery Funds are to be immediately reported simultaneously 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.

Integrity Monitor Management and Oversight

Agency Contract Managers have a duty to ensure that Integrity Monitors perform the necessary work, and do so while remaining on task, and on budget. Agency Contract Managers shall adhere to the requirements of Treasury Circular 14-08-DPP in their management and administration of the contract. The Agency Contract Manager will be responsible for monitoring contract deliverables and performing the contract management tasks identified in the circular, which include but are not limited to:

- Developing a budget and a plan to manage the contract. In developing a budget, the Agency Contract Manager should consider any caps on the amount of federal funding that can be used for oversight and administrative expenses and ensure that the total costs for Integrity Monitoring services are reasonable in relation to the total amount of program funds being administered by the Recovery Program Participant;

- Daily management of the contract, including monitoring and administering the contract for the Recovery Program Participant;

- Communicating with the Integrity Monitor and responding to requests for meetings, information or documents on a timely basis;

- Resolving issues with the Integrity Monitor in accordance with contract terms;

- Ensuring that all tasks, services, products, quality of deliverables and timeliness of services and deliverables are satisfied within contract requirements;

- Reviewing Integrity Monitor billing and ensuring that Integrity Monitors are paid only for services rendered;

- Attempting to recover any and all over-billings from the Integrity Monitor; and

- Coordinating with the State Contract Manager regarding any scope changes, compensation changes, the imposition of liquidated damages, or use of formal dispute processes.

In addition to these oversight and administration functions, the Agency Contract Manager must ensure open communication with the Accountability Officer, the Recovery Program Participant leadership, the GDRO, and OSC. The Agency Contract Manager should respond to inquiries and requests for documents from the GDRO and OSC as requested.

Integrity Monitor Report Template

Name:

Engagement:

No.	Recipient Data Elements	Response	Comments
A.	**General Information**		
1	Recovery Program Participant		
2	Federal Funding Agency (e.g. CARES, HUD, FEMA)		
3	State Funding (if applicable)		
4	Award Type		
5	Award Amount		
6	Accountability Officer		
7	Brief Description, Purpose and Rationale of Integrity Monitor Project/Program		
8	Contract/Program Location (if applicable)		
9	Amount Expended by Recovery Program Participant to Date		
10	Amount Provided to Other State or Local Entities		
11	Completion Status of Contract or Program		
12	Expected Contract End Date/Time Period		
B.	**Monitoring Activities**		
13	If FEMA funded, brief description of the status of the project work-sheet and its support.		

14	Quarterly Activities/Project Description (include with specificy activities conducted, such as meetings, document review, staff training, etc)		
15	Brief description to confirm appropriate data/information has been provided by recipient and what activities have been taken to review in relation to the project/contract/program.		
16	Description of quarterly auditing activities that have been conducted to ensure procurement compliance with terms and conditions of the contracts and agreements.		
17	Has payment documentation in connection with the contract/program been reviewed? Please describe.		
18	Description of quarterly activity to prevent and detect waste, fraud, and abuse.		
19	Provide details of any integrity issues/findings		
20	Provide details on any other items of note that have occurred in the past quarter.		
21	Provide details of any actions taken to remediate waste, fraud and abuse noted in past quarters.		
C.	**Miscellaneous**		
22	Attach a list of hours (by employee) and expenses incurred to perform your quarterly integrity monitoring review.		

23	Add any item, issue or comment not covered in previous sections but deemed pertinent to monitoring program.		

Name of Integrity Monitor:

Signature:

Date:

Name of Report Preparer:

Risk Matrix

Agency/Authority:

Program:

Funding Source:

Recipient or Subrecipient:

Completed by:

Date:

Risk Inquiry Areas	Rating Element	Summary Assessment/Description of Risks Identified	Risk Level (Low, Medium, High)
Inquiry 1			
Organizational leadership, capacity, expertise, and experience managing and accounting for federal grant funds in general, and disaster recovery funds in particular.	Assess your agency's experience and staffing capacity to manage and account for federal grant funds and/or disaster recovery funds. Considerations include: your agency's organizational structure, supervisory roles, delegation of authority, line level staffing capacities, experience at all levels, and responsibilities and relations within and between different divisions or offices within your agency. Does your agency have a monitoring and oversight plan to assess your continued performance and compliance with the CARES fund requirements, federal and state laws and regulations? Does that plan include an assessment of internal controls, review of risks, threats and prevention and detection of fraud, waste, and abuse? How will your agency address risk areas and the need for corrective action?		

Inquiry 2			
Input from the individuals/units that will be disbursing funds or administering the program	How will your agency plan for the use of the CARES funds? Does your plan include considerations for federal and state requirements and eligible uses of the funds? Does your plan establish adequate funding and staffing requirements for administering the funds? Is your plan consistent with your statutory mission and the CARES fund objectives? Does your plan include or contemplate the inclusion of input from line staff that are administering the program?		
Inquiry 3			
Review of existing internal controls and any identified weaknesses.	Has your agency reviewed its internal controls to ensure that policies and procedures are in place to satisfy the CARES fund requirements, federal and state laws and regulations? Are your agency policies and procedures adequate? Are they updated for all relevant processes required for the administration of the CARES funds? Does your agency have a monitoring and oversight plan to assess your continued performance and compliance with the CARES fund requirements, federal and state laws and regulations? Does that plan include an assessment of internal controls, review of risks, threats and prevention and detection of fraud, waste, and abuse? How will your agency address risk areas and the need for corrective action?		
Inquiry 4			
Prior audits and audit findings.	Has your agency been audited in the past? Have you considered and addressed any prior audit findings and recommendations that may be applicable to your success in overseeing COVID stimulus funding?		
Inquiry 5			
Lessons learned from prior disasters	Has your agency been audited after a previous disaster? Have you considered and addressed any findings and recommendations from such audit(s)?		

Inquiry 6			
Sub-recipient internal control weaknesses, if applicable.	If your agency is overseeing sub-recipients, have the sub-recipients been the subject of prior negative audit findings and recommendations that could impact oversight? How will your agency ensure that sub-recipients adhere to all requirements relating to their receipt of funds, including their use of funds and the reports they will be required to submit documenting their use of such funds?		
Inquiry 7			
Adequacy of financial, acquisition, and grants management policies and procedures, including technological capacity and potentially outdated financial management systems.	When is the last time there was an assessment of financial, acquisition, and grants management policies and procedures? Is technological capacity an issue? Are the financial management systems adequate or outdated? Have the systems been updated or can they be updated to function adequately for the administration of the CARES funds?		
Inquiry 8			
Barriers to reporting.	Does your agency have, or intend to develop, templates/forms or other documentation to report the results of the funding awards, including how your agency will respond to oversight bodies seeking to ascertain who received funds, the amount of funds, and the date funds were distributed?		
Inquiry 9			
Experience with state and federal procurement processes, value of anticipated procurements, and reliance on contractors to meet program goals and objectives.	Assess and evaluate your agency's procurement processes and experience with state and federal procurement requirements. Do you have a trained and qualified contract manager assigned to the contract? Do your contracts contain provisions to ensure that contracted vendors provide all necessary reports in the form/manner prescribed by contract? Have your contract templates been reviewed and checked for necessary state and federal contract language? If emergency contracts have been entered into, how do you plan to transition after the urgent need has ended? Do you have plans to conduct a cost analysis?		

Inquiry 10			
Potential conflicts of interests and ethics compliance.	Evaluate the means used to ensure that there is adequate separation of duties surrounding program funding requests and determinations. Does your agency have a code of conduct or policy describing measures to guard against potential conflicts of interest?		
Inquiry 11			
Amount of funds being disbursed to a particular category of sub-recipient and the complexity of its project(s).	Evaluate the guidance, policies and procedures, or other documents that are being used to ensure that your agency properly oversees the sub-recipients' use of funds, including those relating to internal recordkeeping, monitoring, and sub-recipient reporting. Does your agency have a plan to monitor sub-recipients' compliance with program requirements and those outlined in Uniform Grant Guidance 2 C.F.R. 200.331 (Requirements for pass through entities)? Does that plan assess risk of sub-recipients? Does that plan include training and training documents? Have you prepared templates or other reporting forms that you will be providing to sub-recipients? Has your agency developed a plan to address sub-recipient noncompliance?		
Inquiry 12			
Whether federal or state guidelines provide guidance regarding the uses of funds (i.e., discretionary vs. restrictive).	Evaluate how eligibility determinations will be made? Does your agency have written guidance or policies and procedures that provide direction in making and documenting eligibility determinations? Is the completeness and accuracy of information used in eligibility determinations verified? If so, how? By whom? Is there supervisory review and approval in this process?		

Note: This risk assessment tool may not include all relevant risk factors for your particular agency. Each agency should undertake a review to determine whether any additional risk areas should be reviewed, should identify those areas here, and should analyze them in accordance with the format of this tool.



State of New Jersey, COVID-19 Compliance and Oversight Taskforce

No.	Recipient Data Elements
A.	**General Info**
1.	Recovery Program Participant
2.	Federal Funding Agency (e.g., Section 5001 of CARES Act)
3.	State Funding (if applicable)
4.	Award Type
5.	Award Amount
6.	Accountability Officer
7.	Brief Description, Purpose and Rationale of Integrity Monitor Project/Program
8.	Contract/Program Location (if applicable)
9.	Amount Expended by Recovery Program Participant to Date
10.	Amount Provided to other State or Local Entities
11.	Completion Status of Contract or Program
12.	Expected Contract End Date/Time Period
B.	**Monitoring Activities**
13.	If FEMA funded, brief description of the status of the project worksheet and its support.
No.	**Recipient Data Elements**
14.	Quarterly Activities/Project Description (include with specificity activities conducted, such as meetings, document review, staff training, etc)
15.	Brief description to confirm appropriate data/information has been provided by recipient and what activities have been taken to review in relation to the project/contract/program.
16.	Description of quarterly auditing activities that have been conducted to ensure procurement compliance with terms and conditions of the contracts and agreements.
17.	Has payment documentation in connection with the contract/program been reviewed? Please describe

18.	Description of quarterly activity to prevent and detect waste, fraud and abuse.
19.	Provide details of any integrity issues/findings
20.	Provide details on any other items of note that have occurred in the past quarter
21.	Provide details of any actions taken to remediate waste, fraud and abuse noted in past quarters
No.	**Recipient Data Elements**
C.	**Miscellaneous**
22.	Attach a list of hours (by employee) and expenses incurred to perform your quarterly integrity monitoring review
23.	Add any item, issue or comment not covered in previous sections but deemed pertinent to monitoring program.

Name of Integrity Monitor:	Name of Repo
Signature:	
Date:	

Integrity Monitor Firm Name:_____

Engagement:_____

Quarter Ending: _____

Response

Response

ort Preparer:

Comments

Comments

REVISED PRICE SCHEDULE

Integrity Oversight Monitoring: Program and Performance Monitoring, Financial Monitoring and Grant Management and Anti-Fraud Monitoring for COVID-19 Recovery Funds and Programs

Refer to RFQ Section 3.0 (Scope of Work) for task requirements and deliverables and Section 4.1.4.1 (State-Supplied Price Sheet Instructions) for additional information regarding this Price Schedule.

Bidder's Name: _____

CATEGORY 1: PROGRAM AND PROCESS MANAGEMENT AUDITING

LINE #	STAFF CLASSIFICATIONS	YEAR 1 HOURLY RATE	YEAR 2 HOURLY RATE
1	Partner/Principal/Director	$_____	$_____
2	Program Manager	$_____	$_____
3	Project Manager	$_____	$_____
4	Supervisory/Senior Consultant	$_____	$_____
5	Consultant	$_____	$_____
6	Associate/Staff	$_____	$_____
7	Subject Matter Expert	$_____	$_____
8	Administrative Support	$_____	$_____

LINE #	Pass through Price Lines	YEAR 1	YEAR 2
9	Other Direct Costs		
10	Travel Expenses and Reimbursements		

- **The State makes no guarantee of volume of work effort.**
- **The Pass-Through Price Lines shall be used to reimburse for Travel and Other Direct Costs in accordance with the terms of the Contractor's GSA Schedule(s) only. No mark-up will be provided for Price Lines 9 and 10.**

Bidder's Name: _____

CATEGORY 2: FINANCIAL AUDITING AND GRANT MANAGEMENT

LINE #	STAFF CLASSIFICATIONS	YEAR 1 HOURLY RATE	YEAR 2 HOURLY RATE
11	Partner/Principal/Director	$_____	$_____
12	Program Manager	$_____	$_____
13	Project Manager	$_____	$_____
14	Supervisory/Senior Consultant	$_____	$_____
15	Consultant	$_____	$_____
16	Associate/Staff	$_____	$_____
17	Subject Matter Expert	$_____	$_____
18	Administrative Support	$_____	$_____

LINE #	Pass through Price Lines	YEAR 1	YEAR 2
19	Other Direct Costs		
20	Travel Expenses and Reimbursements		

- **The State makes no guarantee of volume of work effort.**
- **The Pass-Through Price Lines shall be used to reimburse for Travel and Other Direct Costs in accordance with the terms of the Contractor's GSA Schedule(s) only. No mark-up will be provided for Price Lines 19 and 20.**

Bidder's Name: _____

CATEGORY 3: INTEGRITY MONITORING/ANTI-FRAUD

LINE #	STAFF CLASSIFICATIONS	YEAR 1 HOURLY RATE	YEAR 2 HOURLY RATE
21	Partner/Principal/Director	$_____	$_____
22	Program Manager	$_____	$_____
23	Project Manager	$_____	$_____
24	Supervisory/Senior Consultant	$_____	$_____
25	Consultant	$_____	$_____
26	Associate/Staff	$_____	$_____
27	Subject Matter Expert	$_____	$_____
28	Administrative Support	$_____	$_____

LINE #	Pass through Price Lines	YEAR 1	YEAR 2
29	Other Direct Costs		
30	Travel Expenses and Reimbursements		

- **The State makes no guarantee of volume of work effort.**
- **The Pass-Through Price Lines shall be used to reimburse for Travel and Other Direct Costs in accordance with the terms of the Contractor's GSA Schedule(s) only. No mark-up will be provided for Price Lines 29 and 30.**

The Contractor is responsible for providing personnel with all necessary equipment to perform the services required in any Engagement issued under this contract. That cost is to be factored into the hourly rate.

State of New Jersey

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PROCUREMENT BUREAU
33 WEST STATE STREET
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TRENTON, NEW JERSEY 08625-0230
https://www.njstart.gov

ELIZABETH MAHER MUOIO
Acting State Treasurer

MAURICE A. GRIFFIN
Acting Director

November 23, 2020

To: All Interested Bidders

Re: Change to Quote Due Date
RFQ1465257S
G4018 Integrity Oversight Monitoring: Program and Performance Monitoring, Financial Monitoring and Grant Management and Anti-Fraud Monitoring for COVID-19 Recovery Funds and Programs

Original Quote Submission Due Date: December 2, 2020 (2:00 p.m. Eastern Time)
REVISED Quote Submission Due Date: December 9, 2020 (2:00 p.m. Eastern Time)

RFQ Addenda #1

The following constitutes RFQ Addenda #1 to the above referenced RFQ:

- The Quote Submission Due Date has been changed from December 2, 2020 by 2:00 p.m. EST to **December 9, 2020 by 2:00 p.m. EST.**

It is the sole responsibility of the Bidder to be knowledgeable of all of the additions, deletions, clarifications, and modifications to the RFQ and/or the New Jersey Standard Terms and Conditions relative to this RFQ as set forth in all RFQ Addendum.

All other instructions, terms, and conditions of the RFQ shall remain the same.

State of New Jersey

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

DEPARTMENT OF THE TREASURY
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https://www.njstart.gov

ELIZABETH MAHER MUOIO
Acting State Treasurer

MAURICE A. GRIFFIN
Acting Director

December 03, 2020

To: All Interested Bidders

Re: Change to Quote Due Date
RFQ1465257S
G4018 Integrity Oversight Monitoring: Program and Performance Monitoring, Financial Monitoring and Grant Management and Anti-Fraud Monitoring for COVID-19 Recovery Funds and Programs

Current Quote Submission Due Date: December 9, 2020 (2:00 p.m. Eastern Time)
REVISED Quote Submission Due Date: December 18, 2020 (2:00 p.m. Eastern Time)

RFQ Addenda #2

The following constitutes RFQ Addenda #2 to the above referenced RFQ:

- The Quote Submission Due Date has been changed from December 9, 2020 by 2:00 p.m. EST to **December 18, 2020 by 2:00 p.m. EST.**

It is the sole responsibility of the Bidder to be knowledgeable of all of the additions, deletions, clarifications, and modifications to the RFQ and/or the New Jersey Standard Terms and Conditions relative to this RFQ as set forth in all RFQ Addendum.

All other instructions, terms, and conditions of the RFQ shall remain the same.

State of New Jersey

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
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TRENTON, NEW JERSEY 08625-0230
https://www.njstart.gov

ELIZABETH MAHER MUOIO
Acting State Treasurer

MAURICE A. GRIFFIN
Acting Director

December 7, 2020

To: All Interested Bidders

Re: RFQ1465257S
G4018 Integrity Oversight Monitoring: Program and Performance Monitoring, Financial Monitoring and Grant Management and Anti-Fraud Monitoring for COVID-19 Recovery Funds and Programs

Current Quote Submission Due Date: December 18, 2020 (2:00 p.m. Eastern Time)

RFQ Addendum #3

The following constitutes RFQ Addendum #3 to the above referenced RFQ:

- Answers to electronic questions submitted during the electronic Question and Answer period;
- Please note that for all additions, deletions, clarifications, and modifications to the RFQ, please refer to the Revised RFQ entitled "G4018 IM Revised RFQ 12/07/2020;" and
- Please refer to the Revised Price Schedule entitled "G4018 Revised Price Schedule 12/07/2020."

Revised/additional sections to the Bid Solicitation include:

- 3.4 Security Plan
- 4.2.9 Overview of Security Plan & Standards
- 5.13.1 Indemnification
- 5.14 Force Majeure Provision
- 9.0 State of NJ Standard Terms & Conditions

It is the sole responsibility of the Bidder to be knowledgeable of all of the additions, deletions, clarifications, and modifications to the RFQ and/or the New Jersey Standard Terms and Conditions relative to this RFQ as set forth in all Addendum.

All other instructions, terms, and conditions of the RFQ shall remain the same.

RFQ1465257S
G4018 Integrity Oversight Monitoring: Program and Performance Monitoring, Financial Monitoring and Grant Management and Anti-Fraud Monitoring for COVID-19 Recovery Funds and Programs

Answers to Questions

Where applicable, each question references the appropriate RFQ section.

Note: Some questions have been paraphrased in the interest of readability and clarity.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
1	General	**Is a vendor eligible to bid on the RFQ that was posted on the GSA site, since [the vendor] is already approved for the IM waiver?** Yes. A vendor that is already approved for the IM waiver is eligible to bid on the current RFQ.
2	General	**Bidder wants to confirm if the bid was still active, along with the submission process, as [Bidder was] a little unclear on the instructions. Is an electronic quote on GSA eBuy the preferred method of submission, or would you prefer if we mail a hard copy of the documents to the address provided on the bid page?** The State confirms that the bid is still active on GSA. The preferred method of Quote submission is to send the Quote to the email address provided in the RFQ, [redacted] by 2:00 PM on the date listed on the cover sheet of the RFQ. Electronic Quote submissions will also be accepted on GSA eBuy. Please refer to the Revised RFQ, entitled "G4018 IM Revised RFQ 12/07/2020," for more information.
3	General	**Is [the vendor] allowed to respond to both RFQ's – (RFQ1465257S/G4018/Integrity Oversight Monitoring of COVID-19 Recovery Funds and Programs _ NJ/State of NJLIST); and the <u>previously responded to RFQ</u>: Integrity Oversight Monitoring of Coronavirus Relief Funds?** Yes. Please refer to the answer to Question 1.
4	General	**Does Treasury intend to add all COVID-19 activities to the RFQ we previously responded to?** No, the State does not intend to add all COVID-19 activities to the RFQ that Bidders may have previously responded to. This RFQ excludes Section 5001 of the CARES Act, whereas the RFQ 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 includes Section 5001 of the CARES Act.
5	General	**On September 11th Treasury issued an RFQ 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**

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		Economic Security (CARES) Act COVID-19 Recovery Funds and Programs with the intent to provide support services for the disbursement of Coronavirus Relief Funds pursuant to section 5001 of the Coronavirus Aid, Relief, and Economic Security (CARES) Act. **This RFQ is for Federally-Based Contracts (Professional Services Schedule 1) for Integrity Oversight Monitoring: Program and Performance Monitoring, Financial Monitoring and Grant Management and Anti-Fraud Monitoring for COVID-19 Recovery Funds and Programs with the intent that the purpose "shall not include funds awarded to the State pursuant to Section 5001 of the Coronavirus Aid, Relief and Economic Security Act. Pub. L. 116-136"** **A. Will the State please clarify if this procurement is being solicited under the GSA Professional Services Schedule?** Yes. This procurement is being solicited under the GSA Professional Services Schedule under SINs 541611, 541211, and Ancillary SINs as defined by GSA eBuy. Please see the Revised RFQ entitled, "G4018 IM Revised RFQ 12/07/2020." **B. Will the State please explain why this new procurement is being issued separately from that one?** Section 5001 of the CARES Act has a December 30, 2020 expenditure deadline, and this new procurement does not include Section 5001 of the CARES Act. Therefore, this RFQ is being issued separately to not hold the State to the December 30, 2020 deadline for Section 5001 of the CARES Act. **C. Is [the] intent of the new RFQ to provide integrity monitoring services overseeing spending of other federal funding – different from the first two stimulus bill and potentially new federal funding sources still being debated by Congress?** The intent of the new RFQ is to provide Integrity Monitoring Services to oversee CARES Act funding to date, excluding Section 5001 of the CARES Act, and other federal funding sources. **4. Is the intent of Treasury to award two different contracts that would focus on either CARES Act funded programs or any other federal program (not supported by the CARES Act)?** Yes. Please see the above answer.
6	General	**We have become aware of RFQ1465257S Integrity Oversight Monitoring of COVID-19 Recovery Funds and Programs – NJ due on Dec. 18 at 2pm. Does this RFQ supersede RFQ 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 submitted Sept 23, 2020 to NJ Department of Treasury? Or is this a separate procurement replacing the original?**

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		This does not supersede the RFQ 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. This is a separate procurement.
7	General	**Can you provide details regarding with NJ State agencies will be receiving COVID-19 Recovery Funds from this program and for what amounts?** Yes. This information can be found online on the Transparency Website at the following link: https://nj.gov/covid19oversight/
8	General	**If a bidding firm plans on using sub-consultants, can that firm submit separate rates for those sub-consultants or is the State looking for one blended rate by level, by category?** The State is expecting one hourly rate for each price line. Please see the Revised Price Schedule entitled "G4018 Revised Price Schedule 12/07/2020."
9	General	**Is there anything precluding a vendor who was selected to the CRF Integrity Monitoring pool from bidding on this Non-CRF RFQ?** No. There is nothing precluding a vendor that was selected to the CRF Integrity Monitoring pool from bidding on this Non-CRF RFQ.
10	General	**Why has the State released two separate RFQs for Integrity Oversight Monitoring for COVID-19 Recovery Funds and Programs, and why has the State issued this particular RFQ under through GSA?** The different procurement methods are due to associated deadlines for the use of the different funds.
11	General	**Would the State please confirm the location of where the work will be performed?** Locations will be determined by Using Agencies at the time of engagement.
12	General	**Would the State please confirm whether it will provide any equipment for performing the requested services? If not, in the contrary, will the Bidder be able to use their own equipment? If so, are there any specific security requirements?** No equipment will be provided for performing the requested services. The Bidder will be able to use its own equipment. Specific security requirements will be addressed by the Using Agencies when the Contractor is being engaged.
13	General	**Would the State please confirm whether there is a small business requirement?** There is no small business requirement for this RFQ.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
14	General	**Given the Coronavirus Relief Fund deadline is December 30, 2020, what is the expectation for services beyond that date? What funding mechanism will be used beyond that date?** This RFQ excludes section 5001 of the CARES Act, which has the December 30, 2020 expenditure deadline and similar services for section 5001 have been separate procured. Contractors will be expected to continue to provide services after December 30, 2020, since this RFQ does not include Section 5001 of the Cares Act. Funding comes from the CARES Act and other federal funding, excluding Section 5001 of the CARES Act.
15	General	**Do you intend to make this award as a task order under an active GSA FSS agreement? Please advise as soon as possible.** Please see the revised RFQ entitled, "G4018 IM Revised RFQ 12/07/2020." Quotes will only be accepted from Bidders with an active GSA contract under SIN 541611, 541211, or Ancillary SINs as defined by GSA eBuy.
16	RFQ Page Number 1; Section: Coversheet	**The RFQ indicates that this is a "Federally-Based Contracts Request for Quotation." Is there a specific GSA Schedule that this contract is being procured off of? If yes, which GSA Schedule?** This contract is being procured off the GSA Professional Services Schedule under SINs 541611, 541211, and Ancillary SINs as defined by GSA eBuy.
17	Page 6, Section 1.2	**How many bidders do you expect to join the pool of Integrity Monitors? Said otherwise, how many awards are expected?** There is the potential for any Bidder who submits a responsive Quote to this RFQ to receive an award to join the pool of Integrity Monitors. The State does not anticipate a specific number of awards, but the State is also not limiting the number of awards.
18	RFQ Page Number 6, 7; Section 1.2.1 Engagement Process	**When does the State anticipate determining the pool of qualified contractors?** A Notice of Intent to award will be issued once the evaluation is complete and the intended award complies with the Division's statutes and regulations.
19	Page 6, Section 1.2.1 Engagement Process	**Can an explanation be provided on why liquidated damages are necessary for project of this nature?** The Liquidated Damage provision will be set forth in the scope of work of the Engagement Query for competitive price quotes that will be sent from the State Contract Manager to the Integrity Monitors in the appropriate pool in accordance with Section 1.2.1 Engagement Process. The applicability of performance standards themselves will vary depending upon the specific scope of work included in the request for competitive price quotes.
20	Page 6, Section 1.2.1 Engagement Process	**How will an Agency Contract Manager determine which milestones, timelines, standards, or deliverables are subject to liquidated damages?**

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		The Liquidated Damage provision will be set forth in the scope of work of the Engagement Query for competitive price quotes that will be sent from the State Contract Manager to the Integrity Monitors in the appropriate pool in accordance with Section 1.2.1 Engagement Process. The applicability of liquidated damages and performance standards themselves will vary depending upon the specific scope of work included in the request for competitive price quotes.
21	Page 6, Section 1.2.1 Engagement Process	**What protections from liquidated damages are in place for a contractor awarded work under this contract for delays not caused by the contractor, such as agency delays in providing materials, etc.?** Please see Section 5.14 in the revised RFQ entitled, "G4018 IM Revised RFQ 12/07/2020."
22	Page 6 & 7, Section 1.2.1	**What are the expectations of size and timing of task orders/engagements?** The expectations of size and timing of task orders and/or engagements are to be determined by Using Agencies at time of engagement.
23	Section 1.4.3 Contents of Quote Page 8	**Bidder recognizes that it is the State's sole responsibility to determine whether information set forth in the proposal must be released in accordance with applicable laws. Accordingly, the bidder cannot release or indemnify the State for any failure to release or withhold information to the extent required by law.** **Bidder proposes the following deletion and addition [in red] to Section 1.4.3, Contents of Quote:** **"The State reserves the right to make the determination as to what is proprietary or confidential and will advise the Bidder accordingly. Any proprietary and/or confidential information in a Quote will be redacted by the State. The State will not honor any attempt by a Bidder to designate its entire Quote and/or prices as proprietary, confidential, and/or to claim copyright protection for its entire Quote. Copyright law does not prohibit access to a record which is otherwise available under OPRA. ~~In the event of any change to the Bidder's assertion of confidentiality with which the State does not concur, the Bidder shall be solely responsible for defending its designation, but in doing so, costs and expenses associated therewith shall be the responsibility of the Bidder. The State assumes no such responsibility or liability.~~** **A Bidder shall not designate any price lists and/or catalogs submitted as exempt from public disclosure as the same must be accessible to State Using Agencies and Cooperative Purchasing Program participants (if the RFQ has been extended to these participants) and thus must be made public to allow all eligible purchasing entities access to the pricing information on each as may be subject to any additional and/or modified terms and conditions contained in a separate Letter of Engagement."** The State does not accept this proposed modification. The State requires the Bidder to be responsible for costs associated with defending Bidder's

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		confidentiality assertions when the State has advised the Bidder that the State does not agree with such assertions.
24	RFQ Page Number 12; Section 2.3 Contract Specific Definitions/Acronyms	**The "Contract Specific Definitions/Acronyms" includes definitions for Coronavirus Relief Funds (CRF), COVID-19 Recovery Funds, and COVID-19 Recovery Programs. Can you please provide a comprehensive list of the different type of funding sources that will be monitored?** Yes. This information can be found on the State's Transparency Website at the following link: https://nj.gov/covid19oversight/
25	Section 2.3 Contract Specific Definitions/Acronyms	**Bidder proposes the addition of the following definitions and terms to the contract:** **Limitation of Liability: Notwithstanding anything else in this contract to the contrary, including all attachments, the liability of the 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 contract shall be limited to the amount of fees paid or owing to the contractor under the contract. In no event shall the 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.** The State does not accept this proposed modification. The proposed modification conflicts with RFQ Section 5.13.1. **Management Decisions: The State acknowledges and agrees that the contractor's services may include advice and recommendations; but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, the State. Contractor will not perform management functions or make management decisions for the State.** The State does not accept this proposed modification. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders. **Third Party Usage: The State acknowledges and agrees that any advice, recommendations, information, Deliverables, or other work product ("Advice") provided by the contractor in connection with the services under the contract is intended for the State's sole benefit and the contractor does not authorize any party other than the State to benefit from or rely upon such Advice, or make any claims against the 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 contract, the State will not disclose, or permit, access to such Advice to any third party without the contractor's prior written consent.**

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		The State does not accept this proposed modification. The obligations of the parties with respect to disclosure of confidential information are set forth in RFQ Section 5.8. **<u>California Accountancy Act:</u> For engagements where services will be provided by the contractor through offices located in California, the State acknowledges that certain of the contractor's personnel who may be considered "owners" under the California Accountancy Act and implementing regulations (California Business and Professions Code section 5079(a); 16. Cal. Code Regs. Sections 51 and 51.1) and who may provide services in connection with this engagement, may not be licensed as certified public accountants under the laws of any of the various states.** The State does not accept this proposed modification. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders. **<u>Electronic Communications:</u> The contractor and State may communicate with one another by electronic mail or otherwise transmit documents in electronic form during the course of this engagement. Each party accepts the inherent risks of these forms of communication (including the security risks of interception of or unauthorized access to such communications, the risks of corruption of such communications, and the risks of viruses or other harmful devices). State agrees that the final hardcopy or electronic version of a document, including a Deliverable, or other written communication that the contractor transmits to the State shall supersede any previous versions transmitted by the contractor to the State.** The State does not accept this proposed modification. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders. **<u>Active Spreadsheets and Electronic Files:</u> The contractor may use models, electronic files and spreadsheets with embedded macros created by contractor to assist contractor in providing the services under the contract. If State requests a working copy of any such model, electronic file or spreadsheet, the Contractor may, at its discretion, make such item available to State for its internal use only on an as-is basis and such item shall be considered a Deliverable; provided that State is responsible for obtaining the right to use any third party products necessary to use or operate such item. Contractor retains ownership of and all rights in such models, electronic files, and/or spreadsheets with embedded macros; except for the State data contained therein.** The State does not accept this proposed modification. The Bidder's concern is addressed by RFQ Section 5.7, Ownership. **<u>Use of Vendors:</u> State acknowledges and agrees that in connection with the performance of services under the contract, contractor and its member firms, in their discretion or at State's direction, may utilize the services of third parties within and outside of the United States to complete the services under the contract. State further acknowledges and agrees that contractor-controlled parties, member firms of [bidder], and other third party service providers (collectively, "Vendors") may**

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		have access to Confidential Information from offshore locations, and that the contractor uses Vendors within and outside of the United States to provide at contractor's direction administrative or clerical services to contractor. These Vendors may in the performance of such services have access to State's Confidential Information. Contractor represents to State that with respect to each Vendor, contractor has technical, legal and/or other safeguards, measures and controls in place to protect Confidential Information of State from unauthorized disclosure or use. Contractor shall be responsible to State for contractor-controlled, member firms or Vendor's failure to comply. The State declines to amend the RFQ as requested. As a Contract primarily for the performance of services, all services shall be performed in the United States, see N.J.S.A 52:34-13.2. Please refer to RFQ Sections 7.1.2, 7.1.2.1, and State of New Jersey Standard Terms and Conditions (SSTC) Section 3.6. Pursuant to Revised RFQ Section 3.4.6, "The Contractor must not store or transfer State of New Jersey data outside of the United States." Additionally, please refer to SSTC Section 5.8(a) of the RFQ regarding the use of subcontractors. **<u>Volume Rebates:</u> 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.** The State does not accept this proposed modification. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders. **<u>State Vendors and Conflicts:</u> The State is aware that contractor may be providing assurance, tax and/or advisory services to other actual or potential contractors of the State. Contractor will perform an internal search for any potential client conflicts relating to any of the State's contractors identified by the State as having a role in connection with contractor's performance of this contract. The State hereby agrees that a contractor's status as the contractor's client does not impact contractor's engagement to perform this contract. However, contractor is a large firm that is engaged by new clients on a daily basis and as a result it cannot guarantee that, following its conflict search, an engagement for any other related party will not be accepted somewhere else in contractor's firm. Should any new information come to contractor's attention, contractor will promptly inform the State. Contractor shall perform this contract in accordance with applicable professional standards.** The State does not accept this proposed modification. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders. **<u>Disputes:</u> The parties agree that any dispute or claim arising out of or relating to the contract or the services provided thereunder shall first be**

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		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 New Jersey 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 agreement reached by the parties during mediation in any court of competent jurisdiction. The State does not accept this proposed modification. Pursuant to RFQ Section 8.1.2, the State Contract Manager has the initial responsibility to resolve any disputes that may arise between the parties during the Contract. **<u>Export Control:</u> Contractor and State acknowledge and agree that each shall comply with all applicable United States export control laws and regulations in the performance of each party's respective activities under the contract. State shall not provide contractor, or grant contractor access to, (a) information (including technical data or technology), verbally, electronically, or in hardcopy, (b) software or (c) hardware, that is controlled for export by the United States government under the Arms Export Control Act of 1976, Export Administration Act of 1979, the International Traffic in Arms Regulations(" ITAR "), Export Administration Regulations(" EAR"), Department of Energy Part 810 Regulations or Nuclear Regulatory Commission Part 110 Regulations, except information, software or hardware that is classified as EAR99 under the EAR.** The State does not accept this proposed modification. However, the State will comply with applicable Federal laws and regulations in the performance of its respective activities under the contract.
26	Page 12, Section 2.3 Contract Specific Definitions/Acronyms	**Contract Specific Definitions/Acronyms reads, "COVID-19 Recovery Funds – funds, except for CRF, awarded to the State pursuant to the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. 116-136 or subsequent federal legislation to assist the State with economic recovery from the COVID-19 pandemic." Can you please confirm that Coronavirus Relief Funds (CRF) are not included in the scope?** The State confirms that Coronavirus Relief Funds (CRF) are not included in the scope of work. Section 5001 of the CARES Act is excluded from this RFQ.
27	Reference: 3.1 General Tasks/Page 14	**"In addition, the Contractor shall conduct on-site monitoring visits." Will on-site visits be performed or restricted during the COVID-19 Pandemic?** On-site visits will be determined by Using Agencies at the time of engagement. If on-site visits are required, the on-site visit will have to adhere to the State's COVID-19 protocols.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		If yes, will other reviews such as focused and comprehensive desk reviews, be allowable in lieu of the field reviews? Yes, focused and comprehensive desk reviews will be allowable in lieu of field reviews and will be determined by Using Agencies at the time of engagement
28	Page 14, Section 3.1	**Page 14, Section 3.1 states "in addition, the Contractor shall conduct on-site monitoring" is it the State's expectation that the Contractor will be traveling to the State to conduct monitoring and other activities or will the work be performed remotely?** Please see the answer to Question 27.
29	Page 15, Section 3.1.1	**Approximately how many programs and/or grants are included in this project?** This information is readily available on the State's Transparency website, at the following link: https://nj.gov/covid19oversight/.
30	Page 15, Section 3.1.1	**Is the contractor required to respond to all three categories?** No, the Contractor is not required to respond to all three (3) categories. A Contractor can be awarded for one (1) or multiple categories, based on the Contractor's response to the RFQ.
31	Section 3.1.1.1 Category 1 – Program and Process Management	**The scope of work reads that the consultant will be responsible for the "Development of processes, controls and technologies to support the execution of Section 5001 of the CARES Act funded programs in compliance with Federal and State guidance, including OMB Circulars" however the Purpose and Intent reads that the purpose "shall not include funds awarded to the State pursuant to Section 5001 of the Coronavirus Aid, Relief and Economic Security Act. Pub. L. 116-136." Please clarify.** This RFQ excludes Section 5001 of the CARES Act. Please see the Revised RFQ, entitled "G4018 IM Revised RFQ 12/07/2020," for more information.
32	Section 3.1.1.1 Category 1 – Program and Process Management	**Similarly, subsection (h) reads: "Consulting services providing Subject Matter Expert (SME) knowledge of required standards for related monitoring and financial standards under Section 5001 of the CARES Act and other federal funding, as applicable." Please clarify the inconsistency with the Purpose and Intent.** This RFQ excludes Section 5001 of the CARES Act. Please see the Revised RFQ, entitled "G4018 IM Revised RFQ 12/07/2020," for more information.
33	Section 3.1.1.2 Category 2 Subsection c – Financial Auditing of Grant Management Page 15	**"Provide tools to be used by Using Agencies for the assessment of the performance of the financial transaction processes." Can the Agency provide a list of tool(s) currently used for the performance assessment of the financial transaction processes?**

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		The State cannot provide a current list of tool(s) used for the performance assessment because it is determined by the Using Agency at time of engagement.
34	Section 3.1.1.3 Category 3 Subsection f – Integrity Monitoring/Anti-Fraud Page 16	**"The Contractor shall have the ability to provide integrity monitoring services for professional specialties such as engineering and structural integrity services, etc. either directly or through a subcontractor relationship." Can the Agency further define its definitions of solutions and/or tools utilized for engineering and structural integrity services?** The State cannot further define its definitions of solutions and/or tools utilized for engineering and structural integrity services because it is determined by the Using Agency at time of engagement.
35	Page 16 3.1.1.3 Category 3 – Integrity Monitoring/Anti-Fraud	**The last paragraph allows for professional specialties to be subcontracted. Do such subcontractor need to be identified in the proposal in response to this RFP?** Pursuant to Section 4.1.1.3 of the RFQ, Subcontractor Utilization Plan, Bidders that intend to use a Subcontractor shall submit a Subcontractor Utilization Plan form and should indicate whether any proposed Subcontractor is a small business. For Quotes that do not include the use of any subcontractors, by signing the RFQ Offer and Acceptance Page, the Bidder automatically certifies that in the event the award is granted to the Bidder, and the Bidder later determines at any time during the term of the Contract to engage subcontractors, pursuant to Section 5.8 of the SSTC, the Bidder shall then submit a Subcontractor Utilization Plan form for approval to the Division in advance of any such engagement of subcontractors.
36	Section 3.1.2.1 Category 3 – Integrity Monitor/Anti-Fraud	**The Scope of Work includes a referenced service to include: The Contractor shall have the ability to provide integrity monitoring services for professional specialties such as engineering and structural integrity services, etc. either directly or through a subcontractor relationship.** **A. Please clarify the specialty role for professional engineering services relative to this Task.** Specialty roles for professional engineering services would be specific to the Using Agency and would be identified at time of engagement. **B. Please clarify the structural integrity services and if those services related to professional structural engineering.** Structural integrity services and services related to professional structural engineering would be specific to the Using Agency and would be identified at time of engagement.
37	Page 17, Section 3.2	**Regarding litigation services, will you require legal services or support?** Please refer to Section 3.2 of the Revised RFQ entitled, "G4018 IM Revised RFQ 12/07/2020."

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
38	Section 4.1 General Page 18	**This revision is necessary as Bidder offers exceptions and assumptions in [their] proposal.** **Bidder proposes the following addition [in red] to Section 4.1, General:** **"A Bidder may submit additional terms as part of its Quote and Quotes including Bidder proposed terms and conditions may be accepted, but Bidder proposed terms or conditions that conflict with those contained in the RFQ as defined in Section 2.0, or that diminish the State's rights under any Contract resulting from the RFQ, may render a Quote non-responsive. It is incumbent upon the Bidder to identify and remove its conflicting proposed terms and conditions prior to Quote submission.** **After award of the Contract, if a conflict arises between a Bidder's additional terms included in the Quote and a term or condition of the RFQ, the term or condition of the RFQ will prevail, except as and to the extent the Quote references or modifies any provision of this RFQ by the exceptions taken or assumptions offered therein, which will control to the extent necessary to resolve the conflict.** **The forms discussed herein and required for submission of a Quote in response to this RFQ are available on the Division's website unless noted otherwise."** The State does not accept this proposed modification. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders. As such, all requests for changes to the RFQ requirements and terms and conditions must be raised during the Question and Answer ("Q&A") period as described in Section 1.3. After the Q&A period, the State will post the Questions and Answers, and, in the event that changes are made in response to Questions, a Revised RFQ and/or Price Sheet. This process ensures a level playing field for all Bidders. Should the Bidder submit exceptions and/or additional terms with its Quote, the State will review same as described in RFQ Section 4.1. However, this submission of exceptions in the Quote may result in the Quote being deemed nonresponsive. There will be no negotiation of terms and conditions after the Question and Answer process is complete, after Notice of Intent to Award is issued or after a final award is made. See Section 1.3 and Section 4.1.
39	Page 20, Section 4.1.1.3 Subcontractor Utilization Plan	**Is there a goal for small business or disabled veteran-owned business for this RFQ response?** There is no goal for small business or disabled veteran-owned business for this RFQ response.
40	Page 20, Section 4.1.1.3 Subcontractor Utilization Plan	**If there is a goal for small business or disabled veteran-owned business, is the disclosure of subcontractors required in the proposal?** There is no goal for small business or disabled veteran-owned business. However, pursuant to Section 4.1.1.3, Subcontractor Utilization Plan, Bidders intending to use a Subcontractor shall submit a Subcontractor Utilization Plan

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		form and should indicate whether any proposed Subcontractor is a Small Business.
41	Page 21, Section 4.1.2.1	**The solicitation states that a Bidder and its named Subcontractors must have a valid Business Registration Certificate (BRC) issued by the Department of the Treasury, Division of Revenue and Enterprise Services prior to the award of a contract. To facilitate the quote evaluation and contract award process, the bidder should submit a copy of its valid BRC and those of any named Subcontractors with its Quote. Would the State please confirm whether that, if a bidder does not currently have a BRC, is it acceptable for a Bidder to submit evidence of its application for a BRC with its quote?** The State confirms that, if a Bidder does not currently have a BRC, it is acceptable for a Bidder to submit evidence of its application for a BRC with its quote. Section 4.1.2.1, Business Registration, states that the bidder "must be so registered and in possession of a valid BRC by a deadline to be specified in writing by the Division." A BRC is required for Contract award and must be obtained by the Bidder prior to contract award.
42	Page 22, RFQ Section 4.1.3 Financial Capability of the Bidder	**[Bidder] is very interested in submitting a bid on the Integrity Monitor opportunity for the State of New Jersey, however there is a general requirement that is likely a general NJ procurement requirement that [Bidder] wanted to seek clarification on in order to confirm that [Bidder] could submit a bid without being deemed non-compliant. [Bidder] is a privately held limited liability partnership and [Bidder's] financial statements are not publicly disclosed. Would the government accept a letter from the [Bidder's] CFO describing [Bidder's] legal structure, history, size (# offices, personnel, geographies), total assets, tangible net worth, total revenues and assertion to [Bidder's] recent years profitability. [Bidder] believe[s] this would satisfy NJ's ability to assess [Bidder's] financial strength and creditworthiness and [Bidder's] ability to undertake and successfully complete the contract.** **[Bidder] want[s] to ensure that this will be acceptable.** While this is acceptable, Audited Financial Statements are the most preferred form of documentation as they allow NJ to make the clearest judgement of financial health. If alternate forms are being provided, please note that the better and more detailed the information that is included in them will allow the State to make the most reliable evaluation.
43	Page 22, RFQ Section 4.1.3 Paragraph B	**The solicitation requires audited or reviewed financial statements for privately held companies. As a certified public accounting (CPA) firm, we prepare financial statements for our business on a regular basis, but we do not have them audited or reviewed by another CPA firm. Would the State please confirm whether it is acceptable for the Bidder to submit internally generated financial statements without audit or review by another CPA firm?** This is acceptable; however, the internal statements must be approved by the management/CFO.

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
44	Section 4.1.4 State Supplied Price Sheet	**Please confirm if the bullet on page 1 of the Price Schedule "The Pass-Through Price Lines shall be used to reimburse for Travel and Other Direct Costs only. No mark-up will be provided for Price Lines 10 and 11" should indicate the following "The Pass-Through Price Lines shall be used to reimburse for Travel and Other Direct Costs only. No mark-up will be provided for Price Lines 9 and 10."** That is correct. Please refer to the Revised Price Sheet entitled, "G4018 Revised Price Schedule 12/07/2020".
45	Section 4.1.4 State Supplied Price Sheet	**Please confirm if the State is looking for an hourly rate to be included in line items 9, 10, of Category 1 Price Schedule, line items 19, 20 of Category 2 Price Schedule, and line items 29, 30 of Category 3 Price Schedule. If not, please explain what type of rate information the State is looking for in these sections.** No. Please refer to the Revised RFQ entitled, "G4018 IM Revised RFQ 12/07/2020" Section 4.1.4.1 and the Revised Price Sheet entitled "G4018 Revised Price Schedule 12/07/2020."
46	Page 24, RFQ Section 4.2.4	**The solicitation states that the Bidder must include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the Bidder's qualifications and its ability to perform the services required by this RFQ. Would the State please confirm whether there is a minimum or maximum number of references that the State is seeking to obtain from each Bidder?** Pursuant to RFQ Section 4.2.4, at least one (1) reference with the required information must be provided. However, there is no maximum number of references that should be submitted with the Quote. The Bidder should submit the number of references that reflect the expertise and experience of the Bidder with contracts that are of similar size and scope. **Additionally, if the Bidder is proposing the use of subcontractors, is there a minimum or maximum number of references that the State is seeking to obtain from each subcontractor?** There is no minimum or maximum number of references that should be submitted from each subcontractor. Similar to the question above, the Bidder should submit the number of references that reflect the expertise and experience of the subcontractors.
47	Page 24, Section 4.2.4 Organizational Support and Experience	**How many references can be included?** Please see the answer to Question #46
48	Page 26, Section 4.2.5 Resumes	**States "with response to each similar contract, the Bidder should include the names and address of each reference together with a person to contact for a reference check and a telephone number." Is the bidder required to list a reference, point of contact, and phone number for each project/contract listed in each staff member's resume?**

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		The Bidder may submit information related to references separately from the resumes. Please see Section 4.2.6, Experience of Bidder on Similar Contracts, for more information.
49	Page 26, Section 4.2.6 Experience of Bidder on Similar Contracts	**How many similar contracts can be included?** The Bidder may submit any number of similar contracts with its Quote. There is no minimum or maximum number of similar contracts required with the Quote.
50	Section 5.1 Precedence of Special Contractual Terms and Conditions, Page 28	**Bidder is offering exceptions and assumptions in [their] proposal.** **Bidder proposes the following addition [in red] to Section 5.1, Precedence of Special Contractual Terms and Conditions:** **"This Contract awarded, and the entire agreement between the parties, as a result of this RFQ shall consist of this RFQ, SSTC, Bid Amendment to this RFQ, the Contractor's Quote, any Best and Final Offer, and the Using Agency's Notice of Award.** **In the event of a conflict in the terms and conditions among the documents comprising this Contract, in each case as modified by any exceptions taken or assumptions offered by the Contractor, the order of precedence, for purposes of interpretation thereof, listed from highest ranking to lowest ranking, shall be:** **A. Executed Offer and Acceptance Page;** **B. RFQ Section 5, as may be amended by Bid Amendment;** **C. The State of NJ Standard Terms and Conditions (SSTC) accompanying this RFQ;** **D. All remaining sections of the RFQ, as may be amended by Bid Amendment; and** **E. The Contractor's Quote as accepted by the State."** The State does not accept this proposed modification. Please see response to Question 38.
51	Section 5.5 Contractor Responsibilities Page 28	**As a point of clarification, (1) Bidder relies on the information provided by the Client and Bidder does not update its advice after completion of the engagement and (2) the approval process will be in accordance with the acceptance criteria set forth in the applicable Letter of Engagement/SOW and identifying objective criteria for each task.** **Bidder proposes the following deletion and addition [in red] to Section 5.5, Contractor Responsibilities:** **"The Contractor shall have sole responsibility for the complete effort specified in this Contract. 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 this Contract. The**

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		Contractor shall, ~~without additional compensation~~ pursuant to the procedures set forth in the Letter of Engagement, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services that, at the time of delivery and as notified by the State during the applicable acceptance review period, which shall not, in any event, exceed 30 days following delivery, do not materially conform to the specifications and acceptance criteria set forth in the Letter of Engagement. 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 State may have arising out of the Contractor's performance of this Contract." The State does not accept this proposed modification. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders.
52	Section 5.7 Ownership of Material Page 29	**The proposed edits incorporate Bidder's standard "Ownership" clause.** **Bidder proposes the following deletions and additions [in red] to Section 5.7, Ownership of Material:** **"All tangible data, technical information, materials gathered, originated, developed, prepared, used or obtained and specifically identified as deliverables or work product to be provided by Contractor under a Letter of Engagement in the performance of this Contract ("Deliverables"), 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 specifically prepared for ~~or are~~ and delivered to the State as a result of the services required under this Contract shall, except for the portion thereof that constitutes or incorporates any Contractor Property or Background IP, be and remain the property of the State of New Jersey upon full and final payment hereunder and shall be delivered to the State of New Jersey upon 30 days' notice by the State. Notwithstanding the foregoing, Contractor shall not have any liability to the State as a result of the State's use of any unfinished, incomplete, or draft Deliverables furnished to the State hereunder, provided that Contractor has notified the State of the incomplete status of such Deliverables. For clarity, if and to the extent the Contractor's property is contained in any of the Deliverables ("Contractor Property"), then, in addition to the license to any Background IP, which shall remain subject to the license below, Contractor hereby grants the State, under the 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 State's use of the Deliverables. With respect to ~~software computer programs and/or source codes~~ Deliverables developed for the State, except those modifications or adaptations made to Bidder's/Contractor's Background IP as defined below or the portion thereof that constitutes or incorporates any Contractor Property, the ~~work~~ Deliverables shall, upon full and final payment, be considered "work for hire", i.e., the State, not the Contractor or Subcontractor, shall have full and complete ownership of ~~all software computer programs and/or source codes developed~~**

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		Deliverables upon full and final payment hereunder. To the extent that any of such ~~materials~~ Deliverables 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 State, upon full and final payment hereunder, all right, title and interest in and to any such Deliverables ~~material~~, excluding the portion thereof that constitutes or incorporates any Background IP or Contractor Property, and the State 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 Bidder anticipate bringing pre-existing intellectual property into the project, then, subject to any Contractor Property otherwise used in the performance of the services or incorporated into the Deliverables, the intellectual property must be identified in the Quote. Otherwise, the language in the first paragraph of this section prevails. If the Bidder identifies such intellectual property ("Background IP") in its Quote, then the Background IP owned by the Bidder on the date of this Contract, as well as any modifications or adaptations thereto, remain the property of the Bidder. Upon Contract award, the Bidder/Contractor shall grant the State a nonexclusive, perpetual royalty free license to use any of the Bidder's/Contractor's Background IP delivered to the State for the purposes contemplated by this Contract.** **Auditing firm working papers remain the exclusive property of the auditing firm in accordance with all professional standards, including such standards issued by the American Institute of Certified Public Accountants (AICPA), and notwithstanding anything to the contrary contained herein, any such work papers, as applicable, will be excluded from any return or disclosure obligations hereunder, including, without limitation, any termination provisions or audit standards. While considered confidential information, the State recognizes that the firm may be requested to make certain working papers available to regulatory agencies, pursuant to authority given by law or regulation. In such instances, access to the working papers may be provided to these agencies based upon full applicable professional standards, including AICPA standards and under supervision of the firm."** The State does not accept this proposed modification. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders.
53	Section 5.8 Confidentiality Page 30	**Bidder needs the ability to retain a copy of such information in order to comply with its professional standards.** **Bidder proposes the following additions [in red] to Section 5.8C, Confidentiality:** **C. The State's Confidential Information shall consist of all information or data contained in documents supplied by the State, any non-public information or data gathered by the Contractor in fulfillment of the contract and any analysis thereof (whether in fulfillment of the contract or not). Notwithstanding anything to the contrary contained herein, Contractor may retain a copy of all information received, developed, or otherwise relating to this Contract in order to comply with its contractual obligations and**

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		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 than 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 any return or destruction requirements in this Contract or any Letter of Engagement. The State does not accept this proposed modification. However, please see Section 3.4 of the revised RFQ entitled "G4018 IM Revised RFQ 12/07/2020."
54	Page 32, Section 5.13 and 5.13.1, Indemnification, supplement to Section 4.1, Section 4.1.1 Limitation of Liability	**Can the limit of liability be applicable to the fees paid to the contractor rather than the total value of the Contract?** The limit of liability would be applicable to the awarded value of the specific Engagement that a Contractor is awarded. Please see the Revised RFQ entitled "G4018 IM Revised RFQ 12/07/2020" for more information.
55	Page 32, Section 5.13 and 5.13.1 Indemnification, supplement to Section 4.1, Section 4.1.1 Limitation of Liability	**Will the "contract value" be based at the RFQ awarded pool level or at the specific agency contract awarded to a contractor?** The contract value will be determined at the time of Engagement by the Using Agency. Please see the Revised RFQ entitled "G4018 IM Revised RFQ 12/07/2020" for more information.
56	Page 32, Section 5.13 and 5.13.1 Indemnification, supplement to Section 4.1, Section 4.1.1 Limitation of Liability	**The limit of liability applies to the total value of the contract. Can you please disclose the expected value of the contract, for which this provision will apply?** The limit of liability will apply to the total value of the specific Engagement. The State cannot disclose the expected value at this time, as each Engagement will have different value depending upon the work to be done. Please see the Revised RFQ entitled "G4018 IM Revised RFQ 12/07/2020" for more information.
57	NJSSTC Section 1 Standard Terms and Conditions Applicable to the Contract, Page 40	**The proposed change is requested to align with professional standards and/or [the Bidder's] internal policies. [The Bidder] believes the changes are commercially reasonable and do not impose significant burdens on the State.** **Bidder proposes the following additions [in red] to Section 1 of the NJSSTC, Standard Terms and Conditions Applicable to the Contract:** **Unless the bidder/offeror is specifically instructed otherwise in the Request for Proposals (RFP), the following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in the RFP and should be read in conjunction with same unless the RFP specifically indicates otherwise. In the event that the bidder/offeror would**

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		like to present terms and conditions that are in conflict with either these terms and conditions or those set forth in the RFP, the bidder/offeror must present those conflicts during the Question and Answer period for the State to consider. Any conflicting terms and conditions that the State is willing to accept will be reflected in an addendum to the RFP. To the extent subsequently agreed by Bidder in a signed writing and except as otherwise modified by any exceptions taken or assumptions offered in Bidder's Proposal. The State's terms and conditions shall prevail over any conflicts set forth in a bidder/offeror's Proposal that were not submitted through the question and answer process and approved by the State. Nothing in these terms and conditions shall prohibit the Director of the Division of Purchase and Property (Director) from amending a contract when the Director determines it is in the best interests of the State subject to a duly executed written amendment. The State does not accept this proposed modification. Please see response to Question 38.
58	Page 46, NJSSTC Section 4.1 Indemnification	**As the scope of the services involved in this RFQ could involve attestation services under the standards of the AICPA and the indemnification clause as written could be interpreted to impair an auditor's independence under the AICPA standards, because an auditor may be required to indemnify an agency for its own acts. Can the indemnification language be narrowed to comply with AICPA independence standards?** The State does not accept this proposed modification. Indemnification coverage which Bidder is seeking is covered by the common law. See Ramos v. Browning Ferris Industries, Inc., 103 NJ 177 (1985).
59	NJSSTC Section 4.1 Indemnification, Page 46	**Bidder limits its obligations to (1) any bodily injury or property damage caused by its grossly negligent or willful acts or omissions and (2) any infringement by the unmodified deliverables of any IP rights existing at the time of delivery, whereas this provision does not contain these limitations.** **Bidder proposes the following deletions and additions [in red] to NJSSTC Section 4.1A, Indemnification:** **The contractor's liability to the State and its employees in third party suits shall be as follows:** **A. Indemnification for Third Party Claims - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all third party claims, demands, suits, actions, recoveries, or judgments brought or assessed against the State of New Jersey and costs and expenses in connection therewith ~~which shall~~ to the extent arise~~e~~ing from or result~~ing from (1) any bodily injury, death, or damage to tangible property to the extent~~ directly ~~or indirectly~~ caused by the grossly negligent or willful acts or omissions of contract in the performance of the from the work and/or materials supplied under this contract, or ~~including~~ (2) any allegation that the Deliverables or ~~liability of any nature or kind for or on account of~~ the use thereof, in the form provided to the State infringes ~~of~~ any United**

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		States intellectual property right existing as of the date such Deliverable is provided to the State; provided, however that contractor's obligations in this Section shall not apply to any claim to the extent arising out of (a) use of the Deliverables other than in accordance with applicable documentation or instructions supplied by contractor or other than for the State's internal business purposes; (b) any alteration, modification, or revision of the Deliverables not expressly agreed to in writing by contractor; or (c) the combination or operation of the Deliverables with materials not supplied or approved by contractor;~~copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract;~~ The State does not accept this proposed modification. Terms and conditions on publicly bid procurements must be consistent for all potential Vendor {Bidders}. Please see revised RFQ entitled "G4018 IM Revised RFQ 12/07/2020."
60	NJSSTC Section 4.1 Indemnification, Page 46	**The proposed change is requested to align with professional standards and/or [the Bidder's] internal policies. Bidder believes the changes are commercially reasonable and do not impose significant burdens on the State.** **Bidder proposes the following additions [in red] to NJSSTC Section 4.1C, Indemnification:** **C. The contractor's obligations under this Section with respect to any legal action are contingent upon the State giving the contractor: (1) the opportunity to take over and settle or defend any such action at the contractor's sole expense, and (2) assistance in defending the action at the contractor's sole expense. The contractor shall not be liable for any cost, expense, or compromise incurred or made by the State in any legal action without the contractor's prior written consent, which shall not be unreasonably withheld. In the event of a patent and copyright claim or suit, the contractor, at its option, may: (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) after receiving the allegedly infringing item from the State, refund the purchase price, as the contractor's sole liability to the State. less a reasonable allowance for use that is agreed to by both parties~~.~~; provided, however, that the foregoing shall not be construed to limit the contractor's indemnification obligation set forth above. The provisions of this Section state the contractor's entire liability and the State's sole and exclusive remedy with respect to any infringement or claim of infringement.** The State does not accept this proposed modification. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders. Please see revised RFQ entitled "G4018 IM Revised RFQ 12/07/2020."

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
61	NJSSTC Section 5.12 Delivery Requirements, Page 50	**This is to avoid [the Bidder] continuing to perform while another contractor fixes certain issues and then [bidder] may be required to rely on the third parties work.** **Bidder proposes the following deletions [in red] to Section 5.12 Delivery Requirements:** ~~**A. Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the contract;**~~ ~~**B. The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract and in accordance with good commercial practice;**~~ ~~**C. Items delivered must be strictly in accordance with the contract; and**~~ ~~**D. In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the contract, the using agency shall be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor.**~~ The State does not accept this proposed modification.
62	NJSSTC Section 5.15 Maintenance of Records, Page 51	**The proposed change is requested to align with professional standards and/or [the bidder's] internal policies. We believe the changes are commercially reasonable and do not impose significant burdens on the State.** **Bidder proposes the following additions [in red] to NJSSTC Section 5.15 Maintenance of Records:** **The contractor shall maintain timekeeping and expense records directly relating to ~~for~~ products and/or services delivered against the contract ("Records") for a period of five (5) years from the date of final payment unless a longer period is required by law up to a maximum period of seven (7) years. Such R~~r~~ecords shall be made available to the State, including the Comptroller, for audit and review. Contractor will make every reasonable effort to be responsive to such inquiries for discussions and reviews, but reserves the right to limit disclosure of details and nature of procedures, if it determines, in its sole judgment, that such disclosure would put at risk the confidentiality, availability, or integrity of its own or its other clients' data.** The State does not accept this proposed modification as the language is required by N.J.A.C. 17:44-2.2.

State of New Jersey

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
PROCUREMENT BUREAU
33 WEST STATE STREET
P. O. BOX 230
TRENTON, NEW JERSEY 08625-0230
https://www.njstart.gov

ELIZABETH MAHER MUOIO
Acting State Treasurer

MAURICE A. GRIFFIN
Acting Director

December 07, 2020

To: All Interested Bidders

Re: RFQ1465257S
G4018 Integrity Oversight Monitoring: Program and Performance Monitoring, Financial Monitoring and Grant Management and Anti-Fraud Monitoring for COVID-19 Recovery Funds and Programs

Current Quote Submission Due Date: December 18, 2020 (2:00 p.m. Eastern Time)

RFQ Addendum #4

The following constitutes RFQ Addendum #4 to the above referenced RFQ:

- State of New Jersey Third Party Information Security Questionnaire has been uploaded to GSA eBuy to be included with Quote submission.

It is the sole responsibility of the Bidder to be knowledgeable of all of the additions, deletions, clarifications, and modifications to the RFQ and/or the New Jersey Standard Terms and Conditions relative to this RFQ as set forth in all RFQ Addendum.

All other instructions, terms, and conditions of the RFQ shall remain the same.

OFFER AND ACCEPTANCE PAGE

Bid Solicitation Title	Integrity Oversight Monitoring of COVID-19 Recovery Funds and Programs - NJ
Bid Solicitation No.	RFQ No.: 1465257S
Blanket P.O. Term	See Bid Solicitation Section 5.2

State of New Jersey
Department of the Treasury
Division of Purchase and Property
33 West State Street, P.O. Box 230
Trenton, New Jersey 08625-0230

☑ Open to Cooperative Purchasing

TO THE STATE OF NEW JERSEY:

The Undersigned hereby offers and agrees to furnish the good, products, or services in compliance with all terms of this Master Blanket Purchase Order (Blanket P.O.) as defined in Section 2.0 of the Bid Solicitation.

Vendor {Bidder}	BDO Public Sector, LLC	**Authorized Signature**	
Address	8401 Greensboro Drive, Suite 800	**Printed Name**	Mark J. Ellenbogen
City, State, Zip Code	McLean, VA 22102	**Title**	President & CEO
Phone Number		**Email Address**	mellenbogen@bdo.com
Fax Number	[redacted]	**FEIN**	[redacted]

Pursuant to P.L. 2017, c. 95, please indicate whether the Vendor {Bidder} self-identifies as any of the following as defined in N.J.S.A. 52:32-19:

☐ Minority-Owned Business ☐ Women-Owned Business ☐ Small Business ☑ Not Applicable

For set-aside contracts only, a Vendor {Bidder} must be registered with the N.J. Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit. Please refer to N.J.A.C. 17:13-3.1 & 17:13-3.2 for additional information.

By signing and submitting this Offer, the Vendor {Bidder} certifies and confirms that:

1. The Vendor {Bidder} has read, understands, and agrees to all terms, conditions, and specifications set forth in the State of New Jersey Standard Terms and Conditions and the provisions set forth in the Bid Solicitation Section 4.4.1.1.1 (MacBride Principles Certification), Section 4.4.1.1.2 (Non-Collusion), and Section 4.4.1.1.3 (New Jersey Business Ethics Guide Certification);
2. The Vendor's {Bidder's} failure to meet any of the terms and conditions of the Blanket P.O. as defined in the Bid Solicitation shall constitute a breach and may result in suspension or debarment from further State bidding;
3. A defaulting Vendor {Contractor} may also be liable, at the option of the State, for the difference between the Blanket P.O. price and the price bid by an alternate Vendor {Bidder} of the goods or services in addition to other remedies available; and
4. By signing and submitting this Offer, the Vendor {Bidder} consents to receipt of any and all documents related to this Bid Solicitation and the resulting Blanket P.O. by electronic medium.

THIS FORM SHOULD BE SIGNED, COMPLETED AND INCLUDED WITH THE VENDOR'S {BIDDER'S} QUOTE

ADDITIONAL VENDOR {BIDDER} REQUIREMENTS

☐ Bid Security Amount		☐ Payment Security Amount	
☐ Performance Security Amount		☐ Retainage Percentage	

ACCEPTANCE OF OFFER *(For State Use Only)*

The Offer above is hereby accepted and now constitutes a Blanket P.O. {Contract} with the State of New Jersey. The Vendor {Contractor} is now bound to sell the goods, products, or services listed by the attached Blanket P.O. {Contract} as defined by Section 2.0 of the Bid Solicitation. The Vendor {Contractor} shall not commence any work or provide any good, product, or service under this Blanket P.O. {Contract} until the Vendor {Contractor} complies with all requirements set forth in the Bid Solicitation and receives written notice to proceed.

Blanket P.O. Number	21-PROSV-01431		
Blanket P.O. Award Date	April 9, 2021	Blanket P.O. Effective Date	April 12, 2021

State of New Jersey Authorized Signature: Megan Tagliaferri

STATE OF NEW JERSEY

INTEGRITY OVERSIGHT MONITORING: PROGRAM AND PERFORMANCE MONITORING, FINANCIAL MONITORING AND GRANT MANAGEMENT AND ANTI-FRAUD MONITORING FOR COVID-19 RECOVERY FUNDS AND PROGRAMS



December 18, 2020
RFQ N0: 1465257S

BDO

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Introduction



1

Introduction

The State of New Jersey requires a pool of Integrity Monitors to ensure Using Agencies are not only compliant with their use of COVID-19 Recovery Funds, but responsive to the needs of beneficiaries and that programs meet the strategic objects of the state. Team BDO's monitoring and oversight efforts will improve accountability, ensure compliance with federal and state law, prevent fraud, waste and abuse, and maximize the value of COVID-19 Recovery Funding by ensuring every dollar is spent efficiently and properly. Team BDO combines agility, focus, experience, financial stability, and resources with our flat and responsive organizational structure to meet client demands. Project Managers report directly to a focused senior leadership team for effective oversight and prompt decision-making.

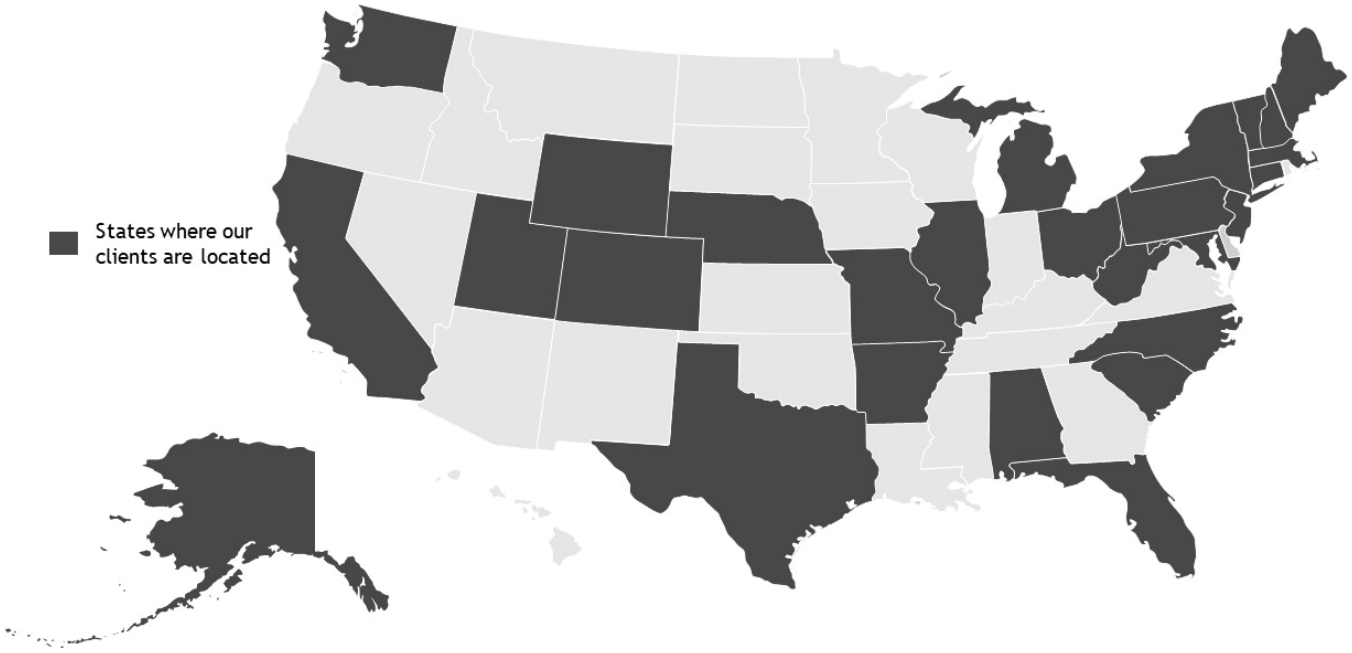
Our staff brings expertise in disaster recovery, enterprise risk management, grants management, forensic accounting, financial auditing, internal controls, data mining and analytics, quality assurance reviews and continuous business process improvement. Our professionals are Certified Public Accountants (CPAs), Certified Internal Auditors (CIAs), Certified Fraud Examiners (CFEs), and Project Management Auditing, Financial Auditing and Grant Management, and Integrity Monitoring/Anti-fraud. Team BDO applies extensive federal, state, and commercial experience supporting each of the above areas.

Team BDO is a highly effective team **experienced in supporting other states with COVID-19 recovery efforts**. Each member of our team brings specialized skills to the team structure and is prepared to respond to each task. The table below details the experience of BDO and our teaming partner Hagerty.

FIRM	EXPERIENCE AND KNOWLEDGE
BDO	BDO is a professional services firm providing assurance, tax, financial advisory and consulting services to a wide range of publicly-traded and privately-held companies, local, state and federal government agencies and nonprofit organizations. Our subject matter experts work with clients in federal, state, and local sectors to improve overall effectiveness and efficiency; compliance with laws, regulations, and guidance; and protect fraud, waste, and abuse. BDO assists federal, state, and local clients evaluate the economic impact of disasters across states, identify available funds, complete relevant applications, develop funding and spending strategies to take best advantage of funds provided, including coordination with non-government entities which may need assistance (such as healthcare providers and higher education institutions), establishing program management processes, mitigating risks, monitoring compliance with use of funds, grant closeout, and audit preparation and remediation. Our end-to-end solution includes subject matter experts in fraud investigations, risk analysis, and fraud risk management.
HAGERTY	Hagerty disaster cost recovery services started in 2001 and is a leading emergency management consulting firm offering preparedness, response, recovery, and mitigation services to U.S.-based clients. Since 2015, Hagerty has supported more than 500 federal, state, and local projects, including programs for response and recovery from COVID-19. Hagerty also provides expertise in prevention, protection, mitigation, response, and recovery mission areas with expertise in planning, facilitation, stakeholder engagement, community preparedness, and application of post-disaster recovery programs and frameworks.

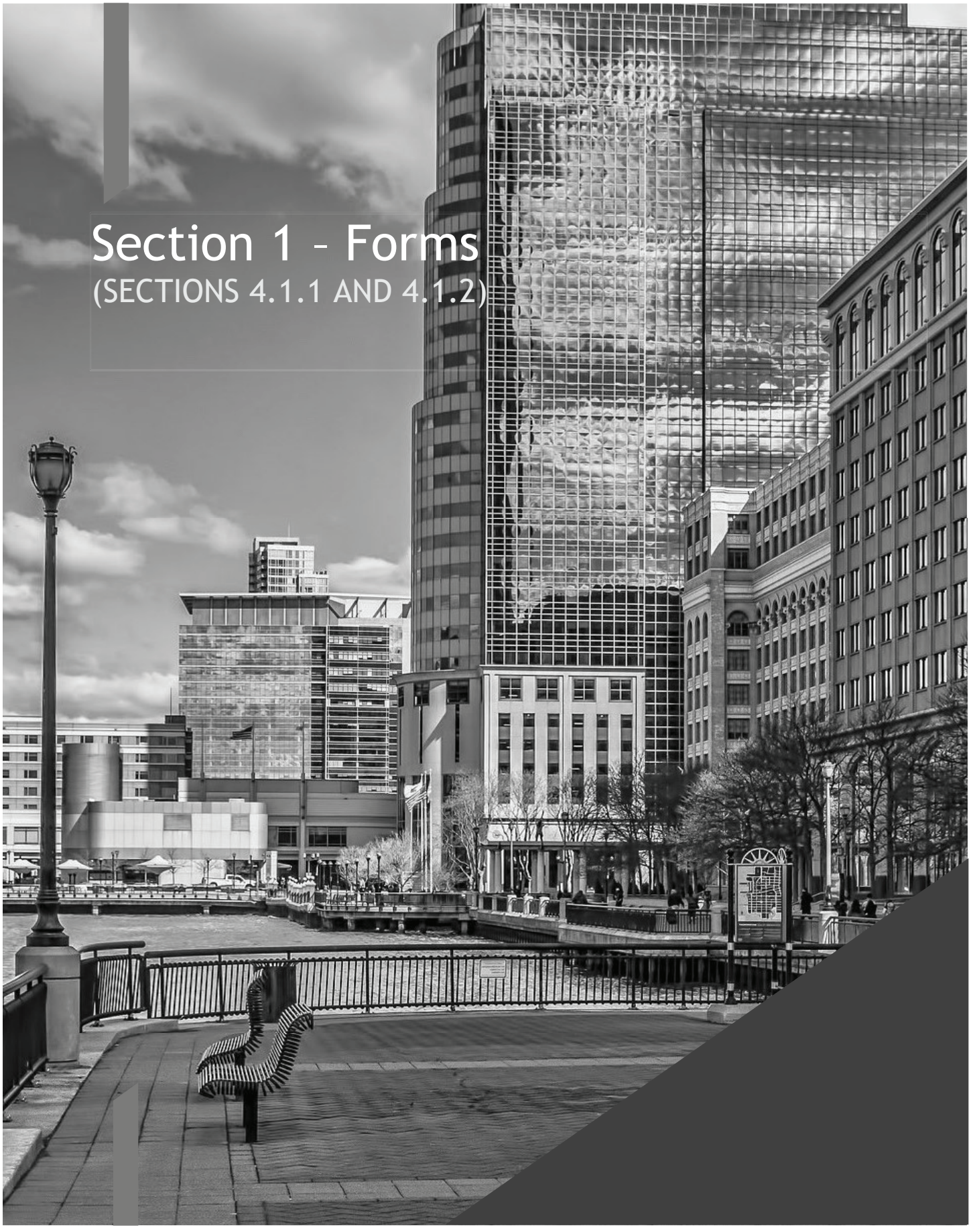
Our integrated team provides a highly skilled and experienced team to serve the State of New Jersey, especially in the areas of Program and Process Management Auditing, Financial Auditing and Grant Management, and Integrity Monitoring/Anti-fraud. We are better positioned to serve the mission and needs and deliver one team because of our extensive combined federal, state, and local experience.

Team BDO is supporting local and state governments across the U.S. to address their response and recovery from COVID-19



Team BDO manages Coronavirus Relief Fund (CRF) for eight states and tribes and over a dozen large municipalities. The experience includes best practices and similar interpretations of CRF guidance to advise clients on the expedited use of CRF while also minimizing audit risk. Regulatory CRF guidance and available hotlines continue to evolve as the COVID-19 pandemic rages across the U.S.

While current guidance can often be insufficient in assisting states implement effective and compliant programs, Team BDO's key relationships and experience help our clients navigate the changing regulatory landscape, develop, and implement compliant and efficient programs and maximize funding. Our experience with several large-scale COVID-19 responses will benefit New Jersey through systematic, informed, and well-documented implementation of CRF funds while reducing audit risk and maximizing the use of available funding.



Section 1 – Forms
(SECTIONS 4.1.1 AND 4.1.2)



Section 2 – Technical Quote

(SECTION 4.2.1)

2. Section 2 - Technical Quote (Section 4.2.1)

2.1. APPROACH AND PLANS FOR ACCOMPLISHING THE WORK

Background

With the passage of the CARES Act, the federal government created several financial assistance programs for state and local governments. The variety of funding streams created the challenge to align the right funding stream with best method to respond to the COVID pandemic.

The variety of allowable and expected uses, as well as the restrictions on spending certain funding for expenses which may be covered by another funding source, increased the potential for inaccurate or duplicative cost allocation. Additionally, funding was provided at a rapid pace, without clear expectations or requirements, which creates program design challenges. Governments want and need processes to mitigate fraud, waste, and abuse. But, at best, specific expectations are met with general procedures.

The State of New Jersey proactively established the COVID-19 Compliance and Oversight Taskforce (Taskforce) to advise Recovery Program Participants on compliance with federal and state law and mitigation of risk regarding fraud, waste and abuse. The Taskforce issues guidelines regarding the appointment of COVID-19 Oversight Integrity Monitors (Integrity Monitors) by Recovery Program Participants. The Integrity Monitors are then retained to help oversee the disbursement of COVID-19 Recovery Funds provided through the CARES Act, and the administration of a COVID-19 Recovery Program.

State of West Virginia:

Manage and administer funds > $1.8 billion from all sources allocated with the Act

INOVA Hospital System:

Assisting the FEMA application and grants management process with claims > $100 million

FEMA:

Assessing and implementing internal controls for financial reporting and grants management

Working collaboratively with Recovery Program Participants, but with a level of independence, the Integrity Monitors serve a critical role in helping develop measures to prevent, detect and remediate inefficiency and malfeasance in the expenditure of COVID-19 recovery funds.

As a passthrough entity, the State of New Jersey has a responsibility for maintaining compliance with federal laws and regulations. The State of New Jersey must design and implement a program that aligns with how the federal government manages the programs funded through the CARES Act while also incorporating state requirements, grants management, and financial management best practices.

Team BDO understands that the State of New Jersey is seeking Integrity Monitors to provide program and process management auditing, financial auditing and grant management, and integrity monitoring/anti-fraud support services for the disbursement of COVID-19 Recovery Funds. We will assist the State of New Jersey evaluate and assess systems and processes to manage and monitor funding provided in compliance with 2 CFR 200 and the terms and conditions of the funding agreements.

Team BDO brings a comprehensive approach to grants and financial management that will not only assist with mitigating risk of fraud waste and abuse to the State of New Jersey, but also increase efficiencies in the use of federal funds.

Overall Approach

Team BDO's approach helps maximize the use of grant funds, create transparency, and eliminate the risk of fraud, waste, and abuse. The approach provides a comprehensive view of the State of New Jersey's needs. Team BDO maintains focus on eligible and allowable uses of funds, with grant closeout processes in mind, which:

- Reduces the risk of claw-backs during the federal award audits of grant expenses,
- Ensures the satisfaction of closeout requirements and the organization of supporting files, and
- Ensures the efficient utilization of funds for comprehensive long-term recovery from COVID-19.

The approach is designed to ensure that Recovery Program Participants perform in accordance with the terms and conditions of the sub-award agreement and the applicable federal and state regulations and consists of several phases (Exhibit 2.1-1).

TEAM BDO'S SERVICE APPROACH TO STATE GRANTS MANAGEMENT

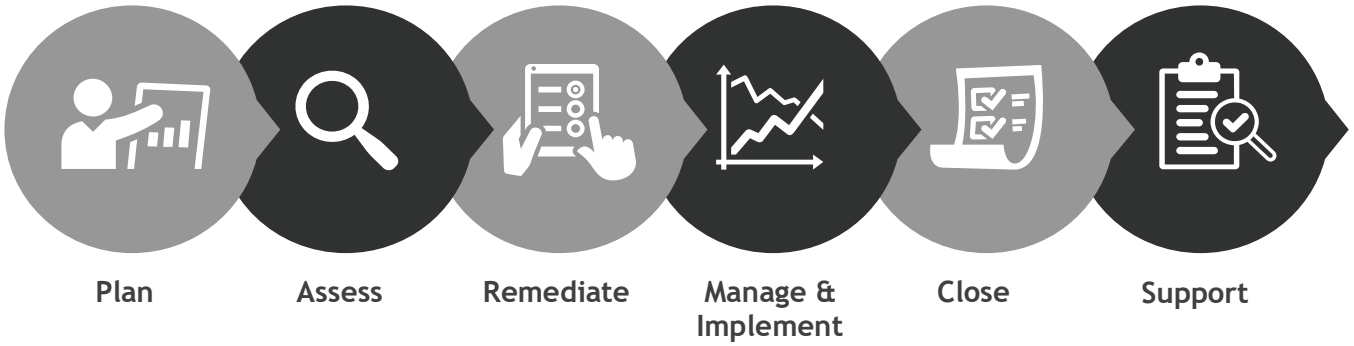


Exhibit 2.1-1: Team BDO's Phased Approach

Plan: Fact discovery of the Recovery Program Participant's circumstances begins the phase:

- Review initial risk assessment results conducted by the Recovery Program Participant.
- Understand levels of risk.
- Identify additional risk factors to guide our focus and support.
- Identify available CARES Act Funding programs, allocations, agencies involved.

Risk assessments prioritize risk factors, coordinate with stakeholders, analyze risk information, and calculate risk scores. Based on the results, a project roadmap is built and includes a flexible infrastructure to allow for effective and efficient project management.

Assess: Existing controls, funding, Recovery Program Participants compliance with required controls and regulations.

- Review current policies and procedures and map to CARES Act compliance framework,
- Conduct walk-throughs with process owners, leaders, and stakeholders to determine if existing controls operate as designed,
- Test current controls, on a sample basis, to determine the operating effectiveness, and
- Document findings and gaps and establish recommendations for improvement.

Remediate: Ensure that revised controls are operating as required.

- Develop remediation activities, roadmaps and plans
- Ongoing risk assessments
- Processes and procedures
- Internal controls
- Training materials
- Communication plans
- Establish owners and ensure adoption
- Provide training to Agencies, Recovery Program Participants, etc. to ensure success adoption
- Test renewed controls to ensure compliance and the control design effectiveness

Manage & Implement: Includes project performance including:

- Grant performance evaluations
- Progress report reviews
- Internal control assessments following Office of Management and Budget (OMB) A-123 methodologies and 2 CFR 200 compliance requirements
- Compliance reviews of terms and conditions of the sub-award and document retention
- Eligibility and funding decision reviews
- Review of funding applications and establish workflows for approvals, denials, and necessary follow-up. Document results in the permanent file
- Prepare applications and project worksheets for federal funding and claims
- Assess and investigate an any instances of fraud, waste and abuse
- Work with New Jersey to remediate any concerns, findings, etc.
- Manage all aspects of subgrantees and subrecipient monitoring. The primary evaluation method are desk reviews. Site visits are secondary and only conducted if warranted
- Assist in the processing of payments and reconciliations

Close: Ensure proper close-out of funds

- Establish a protocols, framework, and checklists for the close-out of funds,
- Ensure the completeness of files including supporting documentation, justification write-ups, procurement and selection, and
- Prepare final claims.

Support: Provide needed support after close:

- Assist with any audit inquires,
- Provide expert services as needed, and
- Support with additional justification memos, interpretations, and supporting documentation.

Workplan

Our workplan includes reflects New Jersey's general tasks in the following representative tasks:

- Discover and document:
  - Revenue sources available to the State
  - Applicable compliance, policies, procedures, and processes
  - Desired programmatic outcomes
- Develop a strategic approach, which:
  - Maximizes available funding
  - Develops programmatic objectives and metrics
  - Evaluates the impact, compliance and effectiveness of funding
- Stakeholder communication, i.e. government, target beneficiaries
  - Key objectives
  - Essential performance measures
  - Desired outcomes
- Evaluate the management and compliance of:
  - Internal controls
  - Financial management
  - Cash management
  - Acquisition management
  - Property management, and
  - Records management capabilities
  - Conduct risk assessments and remediation plans for:
    - Quarterly financial and performance reports
    - Recent audit results
    - Documented communications with the State
    - Prior monitoring reports
    - Performance data
    - Documents or reports of subgrantees, programs, processes, people, and systems
- Assess eligibility by funding type
  - Create program plans
  - Determine workflows and approvals
  - Create audit-ready documentation
- Review requests, documentation, denials, programmatic outcome reports, and financial supporting documentation to ensure:
  - Compliance with the state of New Jersey's objectives
  - Recoverability under applicable federal guidance
  - Audit readiness
- Develop a robust data and fraud analytics program
- Conduct site visits for high risk, non-compliant, or particularly complex activities:
  - Document visits in accordance with New Jersey protocols
  - Follow-up on remediation efforts
  - Document all support activities

2.1.1. CATEGORY 1 – PROGRAM AND PROCESS MANAGEMENT AUDITING (SECTION 3.1.1.1)

2.1.1.1. UNDERSTANDING OF THE REQUIREMENTS AND SCOPE OF WORK

The State of New Jersey seeks an Oversight Integrity Monitor capable of providing program and process management auditing support services for the disbursement of COVID-19 Recovery Funds. As a pass-through entity working with sub-recipients, higher levels of compliance requirements exist on the part of the Recovery Program Participants, which are responsible for complying with all federal requirements within 2 CFR 200 associated with the federal grant they administer in addition to state requirements.

The State of New Jersey, in making a sub-award, is responsible for closely monitoring Recovery Program Participants to ensure compliance and reporting with the understanding that each funding source possesses unique requirements. Team BDO's general approach (Exhibit 2.1-1) considers elements tailored for the State.

Team BDO exceeds required qualifications:

- Fully dedicated professionals supporting federal funding recipients
  - Includes state and local governments, for-profit, nonprofits, and educational institutions
  - Establish, maintain, and review processes and controls for receiving and administering federal funds
- Subject matter experts in federal funding regulatory requirements that accompany
  - 2 CFR 200 and specific agency terms and conditions including the Stafford Act
  - leading practices and common pitfalls for associated processes.
- Grants management expertise throughout the grant lifecycle
  - Establishing consistent policies, procedures, and setting expectations for all Recovery Program Participants involved in spending CARES Act funds
  - Monitoring and reviewing appropriateness of costs charged and maintaining compliance

Below highlights representative past performance that aligns with Category 1: Program and Process Management Auditing:

- Established formal policies for cost charging relative to 2 CFR 200
  - Reviewed policies and procedures related to charging federal grants
  - Updated and enhanced compliance in procurement and other areas
  - Segregated indirect and unallowable costs
- Supported grants administration
  - Evaluated knowledge, skills, experience, and capabilities of administrative support functions and personnel
  - Enabled efficient and compliant oversight regarding to segregation of duties, internal controls, workload and resourcing, and staff capabilities
- State of West Virginia
  - Reconciling CARES Act transactions with the state's financial system
  - Developing and submitting spending information to U.S. Department of Treasury
- Reconciling CARES Act, FEMA, and Treasury funding, which includes over 8,000 timesheets weekly, project worksheets, claims, and supporting documentation
- Conducting risk analyses of grant recipients' internal processes and procedures
  - Identifying gaps in federal expectations compliance as well as inefficiencies or control gaps within existing processes
  - Developed roadmap to prioritize critical risk areas
- Designing CARES Act funding and spending programs for multiple states and local governments, which include West Virginia and Fairbanks, Alaska.

Our Approach to Successful Performance

Table 2.1.1.2 Provides our detailed approach to the SOW requirements.

TABLE 2.1.1.2: CATEGORY 1: PROGRAM AND PROCESS MANAGEMENT AUDITING
A. SOW Requirement: Development of processes, controls and technologies to support the execution of CARES Act federally funded programs in compliance with Federal and State guidance, including OMB Circulars. *Proposed Approach:* ▶ **Review requirements for CARES Act funded programs** such as the Provider Relief Fund, Elementary, and Secondary School Emergency Relief Fund, Public Health and Social Services Emergency Relief Fund, Community Development Block Grants, Child Care and Development Block Grants, and many others. ▶ **Evaluate the existing controls, processes, and systems** in place within the State of New Jersey and/or Recovery Program Participants for the effective management and administration of federal funding, including expectations related to accounting system design and structure, cash management, procurement, record keeping, and reporting. ▶ **Conduct formal and informal needs assessment** to evaluate capabilities for appropriate award management and compliance with 2 CFR 200 and specific award terms and conditions, and develop a plan for deploying new processes, controls, and technologies. ▶ **As necessary, establish policies and processes and deploy additional technologies** necessary to effectively and compliantly manage and monitor CARES Act funding. Communicate and provide training to stakeholders for effective implementation. ▶ **Develop and implement oversight activities** for monitoring new processes, controls and technologies via site visits and desk review. ▶ **Develop grants managing reporting and monitoring dashboards** to enable real-time analysis, anticipate changes in program strategies and objectives, and reports to federal and state stakeholders.
B. SOW Requirement: Review and improve procedures addressing financial management. *Proposed Approach:* ▶ **Obtain and review existing financial management policies** and conduct walkthroughs of pertinent procedures, including understanding of systems utilized. ▶ **Perform a gap analyses** against the Code of Federal Regulations (CFR), grant program guidelines, and accounting and audit best practices. In particular, understand and evaluate any exceptions or policies related to emergency procurement procedures. ▶ **Provide prioritized recommendations and support updates** to policies and procedures based on risk level of gaps identified. ▶ **Develop and administer training** for implementation of new procedures.

C. SOW Requirement: Workload analysis; skills gap analysis, organizational effectiveness and workforce recruiting strategies.

Proposed Approach:

- **Evaluate the function and objectives** of each functional area and related roles.
- **Review and assess organizational structure and design** including segregation of duties, authorities, and review and approval workflows.
- **Review personnel and staff related information** to include position descriptions, resumes, training records, performance evaluations and work assignments, along with other relevant staff assessment tools or metrics that may be available.
- **Evaluate technical knowledge and skills** and workload distribution to understand organizational capabilities and conduct interviews with management and staff
- **Identify organizational inefficiencies, resource needs, and gaps in skillsets**.
- **Recommend optimal future state** to include to staff organization, workloads, employee strengths, and guidance on additional resource needs.
- **Address skill and capacity gaps,** provide recommendation(s), develop a recruiting strategy, and assist in drafting position descriptions and job postings.

D. SOW Requirement: Consulting services to support account reconciliations.

Proposed Approach:

- **Work with state of New Jersey leadership**, define task requirements, determine current state of account reconciliations. Inventory current reconciliations and verify reconciliation performance.
- **Validate reconciliation population with stakeholders**. Analyze requirements against the State of New Jersey's baseline. Prioritize reconciliations by program and value.
- **Design customized solutions and collaborate** with the state of New Jersey to identify the most appropriate solution. Reconcile and compare quarterly funding and reconciliations with annual reconciliations.
- **Find ways to automate** the reconciliation processes including new technologies and perform reconciliations to support New Jersey's objectives.

E. SOW Requirement: Quality assurance reviews and assessments associated with the payments process to ensure that they are in compliance with Federal and State regulations.

Proposed Approach:

- **Review the design** of the payments process and supporting policies and procedures.
- **Interview stakeholders** (including management, process owners, and those with transactional responsibility) and review the payments process.
- **Assess payments process adequacy**, perform gap analysis, and implement remediation activities.
- **Test for conformance** with the established process and evaluate the adequacy of supporting documentation, eligibility under the applicable regulatory guidance, allowability under 2 CFR 200 Subpart E, and reasonableness.
- **Assess and confirm procurements** in accordance with New Jersey procurement policies and 2 CFR 200.317.
- **Identify and address gaps**, weaknesses, or areas of non-compliance with federal and state regulations or requirements.
- **Assess subgrantee compliance** and deploy additional control frameworks, as required, for disbursement of funds to Recovery Program Participants.

F. SOW Requirement: Risk analysis and identification of options for risk management for the Federal and State grant payment process.

Proposed Approach:

- **Evaluate formal and informal risk management** for the grant payment process.
- **Identify and rank program-specific risk factors**, which include: non-compliance; fraud, waste, and abuse; duplication of benefits; evaluation of eligible expenses; erroneous or fictious time and effort reporting; conflicts of interests; inadequate or irregular procurement activities; goods/services received relative to fair market value; et al.
- **Create mitigation controls for each risk** and identify residual risks and concerns with controls that include; data analytics, site visits, reviews and substantiation of costs/payments, independent assessments, verification goods/services received, et al.
- **Establish continuous risk management framework** to enhance, control, and report risks.

G. SOW Requirement: Consulting services to reduce the reconciliation backlog for the Request for Reimbursements process.

Proposed Approach:

- **Evaluate frequency of grantees' Request for Reimbursements**.
- **Perform reimbursement reconciliation** while evaluating the full request for reimbursement process. Determine and implement prioritization criteria.
- **Streamline reimbursement process** for each program and department; develop new Standard Operating Procedures (SOP).
- **Create training** curriculum for new SOPs.
- **Align sub-recipient Requests for Reimbursements with federal drawdown requirements**. Develop training and guidance documents to aid sub-recipients in meeting the requirements.
- **Streamline reviews and reconciliations** and identify automation opportunities.

H. SOW Requirement: Consulting services providing Subject Matter Expert (SME) knowledge of required standards for related monitoring and financial standards under the CARES Act and other federal funding, as applicable.

Proposed Approach:

- **Avail SME-Team**, which include; federal grants management specialists, auditors of federal grant recipients, subject matter experts in 2 CFR 200, OMB Circulars, Stafford Act, HHS and Treasury guidance, CARES Act grants programs, relevant funding agencies support, et al.
- **Identify gaps in compliance:** Interview stakeholders and identify strategic, operational, and compliance challenges; align applicable standards.
- **Provide active support and expertise**: Develop SOPs and desk guides, facilitate training, implement recommendations, etc.
- **Apply lessons-learned** gained from strategic, operational, and compliance guidance to state and local governments.

2.1.2. CATEGORY 2 – FINANCIAL AUDITING AND GRANT MANAGEMENT (SECTION 3.1.1.2)

2.1.2.1. UNDERSTANDING OF THE REQUIREMENTS AND SCOPE OF WORK

The State of New Jersey seeks an Integrity Monitor who can provide financial auditing and grant management support services for the disbursement of COVID-19 Recovery Funds, which result in:

- Effective use of funds and provide for accurate
- Complete, current, and accurate financial results of the grant program
- Accurate and timely compliance communication and reporting
- Strong programs for Recovery Program Participants

Team BDO guides federal funding recipients to:

- Compliantly spend and administer grant funding
- Review cost allowability and appropriateness
- Develop and submit programmatic and financial reporting, and
- Support official-directed audits, i.e., Inspectors General.

Since the passage of the CARES Act, our teams work closely with many government and private organizations receiving funding from:

- Department of Treasury Coronavirus Relief Fund
- HHS Provider Relief Fund
- Department of Education Higher Education Emergency Relief Fund
- Department of Education Elementary and Secondary School Emergency Relief Fund
- Governor's Emergency Relief Fund
- FEMA Public Disaster Assistance, et al.

Representative past performance for Category 2 – Financial Auditing and Grant Management:

- **State of West Virginia**
  - **CARES Act coordination and financial** oversight, which include, determine intended use of funds, identify potential cost areas/activities for reimbursement, design and implement processes and controls to justify and support claimed costs.
  - **Validate allowable costs charged**, which include, review all costs claimed and reported to the Department of Treasury for the Coronavirus Relief Fund, et al; coordinate accounting and budget staff, adjust and enhance systems and reporting, enhance process efficiency and effectiveness.
  - **Multiple clients, process improvement**, identify gaps between federal guidance and state implementation, which created delays, refine processes, update policies, refine and redistribute accountabilities, and implement enhanced monitoring.

2.1.2.2. APPROACH TO SUCCESSFUL PERFORMANCE

Table 2.1.2.2 provides our detailed approach to the SOW requirements.

Table 2.1.2.2: Category 2: Financial Auditing and Grant Management

A. SOW Requirement: Plan, implement, administer, coordinate, monitor and evaluate the specific activities of all assigned financial and administrative functions. Develop and modify policies/procedures/systems in accordance with organizational needs and objectives, as well as applicable government regulations.

Proposed Approach:

- **Design and develop the organizational strategies, structures, and processes** necessary for CARES Act grants administration, monitoring, and oversight, and coordinate with relevant stakeholders.
- **Determine grant program objectives, outcomes, and regulations**: review and update state agency and program specific guides.
- **Identify gaps in procedures**.
- **Develop policies, procedures, or systems:** identify and mitigate risks in the grants management lifecycle, which includes application, award, implementation, claims, monitoring, close-out, and audit remediation.
- **Develop curriculum and provide training**.
- **Coordinate and implement grants management activities**: application process (including denials); awards (including proper flow-downs); reporting; budget justification/project worksheets; risk assessments and excluded party searches; sub-recipient risk assessments, payments, reviews and monitoring, and expense/claim processes including reviews and remediation activities.
- **Ensure efficient processing of payments and claims**: establish workflows, approvals, and delegations.
- **Document sub-grantee risk assessments, monitoring activities, and remediation efforts**: site visits for high-risk, non-compliant or potentially complex awardees.
- **Assess program goals:** oversee, report, and monitor activities.
- **Ensure justification for expenditures:** cost analysis, interpretations, and confirmation of allowability.

B. SOW Requirement: Provide technical knowledge and expertise to review and make recommendations to streamline grant management and fiscal management processes to ensure accountability of funds and compliance with program regulations.

Proposed Approach:

- **Provide grants management experts** to evaluate grants management and fiscal management processes.
- **Identify opportunities that enable a combination of swift business activity and compliance** with federal and state expectations.
- **Implement leading practices for streamlined grants management operations**:
  - Purchasing and procurement
  - Payables
  - Applications
  - Subrecipient selection and monitoring
  - Oversight and monitoring, include cost review and confirmation
  - Recordkeeping and reporting
  - Risk mitigation activities including risks of fraud, waste, and abuse.
- **Design and deploy a process to identify and prevent ineligible costs and duplication of funds**.
- **Establish automated workflows** to ensure efficient approval documentation.

C. SOW Requirement: Provide tools to be used by Recovery Program Participants for the assessment of the performance of the financial transactions processes.

Proposed Approach:

- **Identify and define key performance metrics**, such as:
  - Budget to actual analysis
  - Spend rate tracking
  - Average days outstanding
  - Processing volume
  - Audit/review error rate
  - Current regulatory guidance training currency
- **Develop tools and systems to enable self-assessment and evaluation** by Recovery Program Participants, as well as centralized scorecards and monitoring.

D. SOW Requirement: Monitor all grant management, accounting, budget management, and other business office functions regularly.

Proposed Approach:

- **Collaborate with stakeholders**: define goals and objectives, and establish evaluative categories, criteria, and metrics.
- **Establish a monitoring and assessment schedule**, use system reporting tools, and audit procedures.
- **Evaluate business office functions,** identify risks, and create mitigations plans.
- **Develop dash boards and data analytics tools** to facilitate the analysis of grant funding by Agency, program, subgrantee, etc.

E. SOW Requirement: Provide and/or identify training for staff in the area of detection and prevention of fraud, waste and abuse.

Proposed Approach:

- **Develop a training plan and approach** for roles, skills, and experience of staff, using multiple delivery channels, i.e., classroom, on-line synchronous and asynchronous offerings, etc.
- **Apply fraud, waste, and abuse findings**, including:
  - Findings from the Association of Certified Fraud Examiners Annual Global Fraud Survey and Report to the Nations,
  - Reports from Federal Offices of Inspector General, and
  - False Claims Act settlements and other enforcement actions from the Department of Justice and other relevant federal agencies.
- **Highlight fraud risk and common fraud schemes** with federally funded programs, including:
  - Insufficient, inaccurate, or false documentation
  - Related-party transactions
  - Conflicts of interest, gratuities, and kickbacks
- **Provide methods to educate** each staff member on internal controls and the available resources and avenues to report and escalate concerns.

F. SOW Requirement: Ensure compliance with all applicable Federal and State accounting and financial reporting requirements.

Proposed Approach:

- **Review federal and state reporting requirements and terms and conditions** of the sub-award.
- **Ensure requirements align to the terms and conditions of the sub-award**; adjust terms and conditions to meet federal and state reporting requirements.
- **Evaluate Recovery Program Participant report compliance**.
- **Ensure sub-awardees comply with 2 CFR 200 Subpart E**
- **Review single audit reports, analyze findings and document remediation efforts**
- **Develop procurement and subrecipient monitoring frameworks**
- **Ensure labor claimed meets federal funding requirements.**
- Review single audit reports, analyze findings, and document remediation efforts

2.1.3. CATEGORY 3 – INTEGRITY MONITORING / ANTI-FRAUD (SECTION 3.1.1.3)

2.1.3.1. UNDERSTANDING OF THE REQUIREMENTS AND SCOPE OF WORK

The State of New Jersey seeks an Integrity Monitor to provide integrity monitoring/anti-fraud support services for the disbursement of COVID-19 Recovery Funds, which align with efforts to maintain compliance with federal and state law and mitigate the risks of waste, fraud, and abuse.

Team BDO's provides integrity monitoring and anti-fraud services to clients that withstands scrutiny and develops strategies that are supported by applicable guidance and regulations and fact-based.

Team BDO's qualifications exceed the base-level requirements required by the State of New Jersey and provides a team of:

- Certified Public Accountants
- Certified Fraud Examiners
- Certified Financial Forensic Professionals
- Certified Anti-money Laundering Specialists

All possess significant experience conducting forensic audits for governmental and non-governmental entities with focus on:

1. **Monitorships** - determine compliance of organizations or departments with laws, regulations, consent decrees, and settlement agreements.
2. **Forensic accounting and investigations** – quickly determine facts, provide strategic guidance, and resolve high-stakes matters involving fraud and corruption. Team BDO conducts forensic analyses of books and records, provides advanced fraud analytics, digital forensics, e-discovery, and assists with interviews and background checks.

Our subject matter experts conduct their review with professional skepticism and have a fiduciary duty to ultimately protect the public.

2.1.3.2. APPROACH TO SUCCESSFUL PERFORMANCE

Table 2.1.3.2 provides our detailed approach to the SOW requirements.

TABLE 2.1.3.2: CATEGORY 3: INTEGRITY MONITORING / ANTI-FRAUD

A. SOW Requirement: Forensic accounting and all specialty accounting services.

C. SOW Requirement: Performance and program monitoring and promotion of best practices as applicable to each Letter of Engagement issued under this Contract.

Proposed Approach:

- **Obtain COVID-19 Recovery Funds awards and disbursement:**
  - Perform reconciliations
  - Review and remedy duplicate payments
  - Determine awards to fictitious individuals or entities
- **Evaluate Recovery Program Participant approval process** for proper segregation of duties, and appropriate sign-off and authorization
- **Assess funds administration** in accordance with federal and state regulations and guidelines.
- **Quantify, evaluate, and determine trends for claims:**
  - Met eligibility requirements
  - Did not meet eligibility requirements
  - Insufficient information to determine eligibility
- **Review expenditures and compare actual to planned expenditures**.
- **Provide performance metrics**, i.e. claim processing speed; throughput; et al

B. SOW Requirement: Continuing risk assessments and loss prevention strategies.

Proposed Approach:

- **Evaluate internal controls and assess risk** of inappropriate or improper activity, i.e., administration of the COVID-19 Recovery Programs; receipt and disbursements of COVID-19 Recovery Funds.
- **Evaluate effectiveness of risk mitigation plans**.

D. SOW Requirement: Prevention, detection and investigation of fraud and misconduct.

Proposed Approach:

- **Develop and operate an integrity hotline** where individuals can anonymously report potential fraud, waste, and abuse.
- **Develop training** to educate Recovery Program Participants on fraud risk areas and how to detect unusual or suspicious activity.
- **Evaluate Recovery Program Participant approval process** for proper segregation of duties, and appropriate sign-off and authorization
- **Evaluate conflicts of interests** in the administration of grant funds.

E. SOW Requirement: Implementation and management of appropriate compliance systems and controls required by State and Federal governing guidelines, regulations and law.

Proposed Approach:

- **Review governing guidelines, regulations, and** laws; develop workplans
- **Develop and deploy policies and procedures, and trainings for implementation**.
- **Test for compliance** with governing guidelines, laws and regulations.
- **Provide recommendations** for areas of noncompliance

F. SOW Requirement: Provide data management systems/programs for the purpose of collecting, conducting and reporting required compliance and anti-fraud analytics.

Proposed Approach:

- **Provide performance metrics**, i.e. claim processing speed; throughput; et al.

2.2. ACTION PLAN FOR RESPONDING TO REQUESTS

Please refer to **Section 3.1.2.1** Action Plan for Responding to Request for our approach.

2.3. LIST OF SIMLIAR CONTRACTS

Please refer to **Section 3.5** Experience of Bidder on Similar Contracts for our listing.



Section 3 - ORGANIZATIONAL SUPPORT AND EXPERIENCE

SECTIONS 4.2.2 – 4.2.7)

3. Section 3 - Organizational Support and Experience (Sections 4.2.2 – 4.2.7)

3.1. MANAGEMENT OVERVIEW (SECTION 4.2.2)

3.1.1. TEAM BDO UNDERSTANDS THE OBJECTIVES AND CAN SUCCESSFULLY COMPLETE ALL REQUIREMENTS

The State of New Jersey needs support for: 1) Program and Process Management Auditing, 2) Financial Auditing and Grant Management, and 3) Integrity Monitoring/Anti-fraud. The pool of qualified Integrity Monitors will compete for the engagement award and respond to the requirements highlighted in the Engagement Query.

Responsibilities of the Integrity Monitors may include:

- Tracking spending
- Performing risk and internal control assessments
- Implementing robust safeguards to prevent the misuse of funds
- Evaluating quarterly financial and performance reports
- Conducting program reviews and audits
- Ensuring Using Agencies are compliant with federal and state rules and regulations
- Assisting the State of New Jersey in identifying and preventing waste, fraud, and abuse of federal funds

Team BDO uses in-depth experience to review and offer recommendations regarding disaster relief funding, actual claims and reimbursement process, grant closeout procedures, and much more.

We apply engagement-tested approaches to maximize the use of grant funds and create transparency. Our measures and approaches prevent, detect, and remediate inefficiency and fraudulent expenditures.

Our fundamental approach applies to all engagements and allows our clients to manage funds according to the CARES Act and properly respond to mission-essential issues.

Proof Point: State of Arkansas

Team BDO supports process and procedure implementation for the state of Arkansas. Objective: increase compliance with federal funding regulations under the CARES Act.

Our subject matter experts provide advice and recommendations to throughout planning, implementation, and review phases of the grant management process. The State incorporated our recommendations in the processes, procedures, and technical solution deployed. Key Performance Indicators (KPIs) depict the payment pipeline, to include approved reimbursements.

State of Arkansas
In Arkansas, we provide data management capabilities to link and integrate other data sources which can be used to report and identify potential fraud.



Team BDO provides data management capabilities to link and integrate other data sources used to report and identify potential fraud. Our professionals created a program to allocate funding to cities, towns, and counties within the State. The $150 million program covers almost 600 city, town, and county applicants. Another program for business interruption grants, which have received over 3,500 applications.

3.1.2. APPROACH TO MANAGING THE CONTRACT FOR SUCCESSFUL COMPLETION

Team BDO's conducts extensive work supporting similar requirements required by the state of New Jersey for:

- State of Arkansas
- State of North Carolina
- State of Florida
- State of Maryland
- State of Pennsylvania
- State of West Virginia
- New York City (NYC)
- Federal Emergency Management Agency (FEMA)
- American Red Cross
- New York City Medical Center
- Multiple county and city Housing Authorities

Work includes:

- Cost recovery
- Grants management associated with COVID-19 response for our clients
- Management of complex large-scale programs across public and private agencies
- Project management approach based upon Project Management Institute (PMI) guidelines
- Supporting cost recovery and recovery grants management associated with COVID-19 response

State of West Virginia
In West Virginia we assist in managing and administering funds received from the CARES Act. Including establishing processes and procedures for review of funded expenditures and provide subject matter expertise to interpret regulatory guidance

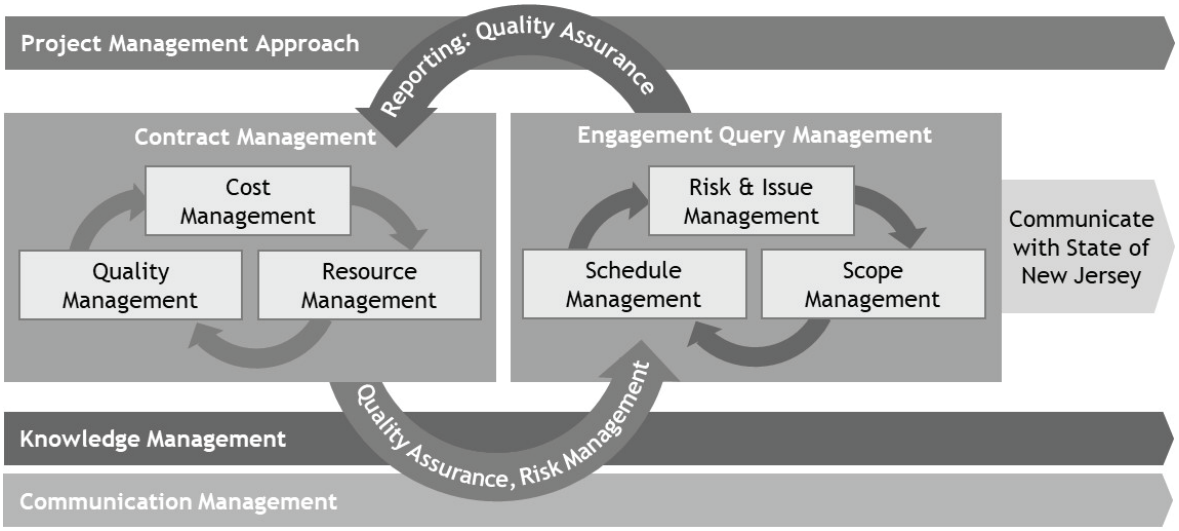


Our management approach includes industry-proven practices and processes, defined project management structure, systems, and tools that enable our project teams to be flexible, nimble and deliver results on budget, on schedule, and on performance while consistently achieving high levels of customer satisfaction. See **Table 3.2** Contract & Engagement Management Approach for more information on specific project management processes.

Figure 3.1.2 highlights our overall Contract and Engagement Query Management Approach.

- BPA and Task Order Managers: manage cost, quality, resource, risk and issues, scheduling, and scope management.
- Engagement Project Manager: day-to-day tasks and will report to the Program Manager on any issues, scheduling or scope; implement project management approach
- Program Manager: ensure deliverable quality and engagement compliance.

Figure 3.1.2 – Contract Management Approach



Partners

BDO Partners have overall responsibility for management and performance.

- Serve as primary points of contact for State of New Jersey Leadership, including the State Contract Manager (SCM)
- Assure overall contract and engagement expectations
- Meet with State of New Jersey Leadership, including the State Contract Manager (SCM), monthly or as requested to verify overall contract and engagement expectations are being met and deliverables are to the State of New Jersey's satisfaction
- Validate deliverables comply with requirements prior to submission to SCM, State Treasurer, Using Agency, Governor's Disaster Recovery Office (GDRO), the Senate President, Speaker of the General Assembly, the Attorney General and the State Comptroller

Two partners will manage Team BDO:

- **Wendy Morris**: responsible for cost, quality, resource, risk & issues, scheduling, and scope management.
  - 25 years of federal financial management and budget execution experience
  - Certified Public Accountant (CPA) and Project Management Professional (PMP).
  - Extensive knowledge of Budget Execution and requirements of the OMB Circulars A-11 and A-123, SF-133, USSGL, GAAP, and Federal Accounting Standards, including standards established by FASB and FASAB.
- **Andrea Wilson:** Advises Program Managers and assist with deliverable, questions, technical expertise, and approach.
  - Nationally recognized subject matter expert in the area of federal compliance and grants management.
  - Led numerous engagements for FEMA, Housing and Urban Development (HUD), Health and Human Services (HHS) and other federal funding sources and is the founder and leader of BDO's federal grants management and FEMA practice.
  - Expertise in leading and managing CARES Act funding for numerous states, local governments, hospitals and nonprofit organizations.
  - Advises organizations on a wide range of issues including compliance matters, cost allowability and recovery issues, cost accounting, procurement, and internal control and operational assessments.

See Section 3.4 **Resumes** to learn more.

Program Managers

Assigned to each individual Category area and will serve as the primary point of contact for the State of New Jersey.

- Coordinate Team BDO responses to all engagement queries
- Meet with leadership from the State of New Jersey and Using Agencies
- Responsible for all communications between State of New Jersey and Team BDO
- Work with Project Managers assigned to their Category to communicate work requirements and technical direction.

See **Table 3.2** Contract & Engagement Management Approach for more information on specific project management processes.

3.1.2.1. ACTION PLAN FOR RESPONDING TO REQUESTS

Team BDO possesses extensive experience managing similar contracts, including responding to simultaneous and concurrent issuances of Engagement Queries on contracts with multiple-billion-dollar ceilings.

Team BDO engages with the U.S. Department of Veterans Affairs (VA) with responses to over 32 Engagement Queries and delivery on 12 Engagement Queries with a total value of $6.7 million in the past five years.

Action plan:

- Program Managers lead Team BDO's response to Engagement Queries.
- Upon Engagement Query award, Team BDO deploys resources with "Day One" staffing capacity

If the scope of the effort at the state of New Jersey expands or changes, Team BDO quickly responds to emerging or changing staffing requirements using our experienced staffing pool.

3.1.2.2. PROJECT MANAGEMENT PLAN (PMP)

Team BDO creates PMPs with:

- Realistic timelines for task activities and deliverables
- Charted tasks, sub-tasks, and accountabilities
- Integrated efforts to successfully execute contractual deliverables

Distribution of PMPs with the State of New Jersey and Using Agencies leadership, SCM's, Agency Contract Managers, and staff helps manage expectations for scheduled activities and deliverables.

- Incorporate feedback and distribute approved PMPs among our project teams
- Monitor progress on PMPs through periodic scheduled and ad-hoc touchpoints with the SCM and Agency Contract
- Present weekly status reports to the SCM and Agency Contract Manager
- Update PMPs monthly for all tasks.

3.1.2.3. WEEKLY AND MONTHLY MEETINGS/PROGRESS REPORTS

Team BDO prepares written weekly status reports, which highlight completed and planned activities, as well as identified project risks and proposed mitigation strategies. The Project Managers review the weekly status report with the SCM and Agency Contract Manager on a weekly basis to capture and incorporate feedback from stakeholders to refine delivery approach. A monthly status report reflects the composite weekly reports, as well as overall insights, recommendations, and actions.

3.1.2.4. REMOTE WORK PLAN

Team BDO professionals work from anywhere and have the resources and tools necessary to solve client challenges from any location globally. If on-site visits prove challenging, Team BDO enables remote work including mobile apps, equipment and extensive use of cloud solutions. Essentially, disruptions do not exist.

Team BDO remotely supports the State of West Virginia and the State of Alaska with their CRF efforts. See **Section 3.5** Experience of Bidder on Similar Contracts to learn more.

3.2. CONTRACT & ENGAGEMENT MANAGEMENT (SECTION 4.2.3)

Team BDO's contract and engagement management approach includes:

- Quality and performance
- Use of efficient management controls
- Proactive risk management.

As depicted in **Figure 3.1.2** above, our approach incorporates integration of all team members, efficient management of concurrent tasks, and high-quality service delivery. The Program Manager and Project Manager for each Engagement Query will execute upon the following contract management processes:

CONTRACT MANAGEMENT PROCESSES	Table 3.2: CONTRACT & ENGAGEMENT MANAGEMENT APPROACH
Cost Management	▶ Project Manager monitors and manages the costs of labor against the schedule, project status, and invoice plan. ▶ Ensures team members understand schedules and budgets for project deliverables before starting and record actual start and finish dates and level of effort. ▶ Define level of effort (LOE). We do this to have a defined LOE for each phase of the project with timelines for milestones and deliverables.
Quality Management	▶ Review draft and final outputs and deliverables by management before submission ▶ Perform quarterly self-assessments of team members for all engagements ▶ Assess performance against KPIs and standards as defined in the Letter of Engagement ▶ Communicate results with team and meet with SCM and Agency Contract Manager ▶ Share results of self-assessment and obtain performance feedback ▶ Update processes, policies, and procedures
Staffing/ Resource Management	▶ Program Manager and Project Manager interview potential resources prior to onboarding ▶ Project Manager manages and supervises all resources and ensures quality control of delivery team ▶ Ensure personnel meet or exceed labor category requirements ▶ Ensure continuity of key personnel
Schedule Management	▶ Create a master schedule and project plan, which includes: • Tasks and activities • Interdependencies • Resources • Milestones • Checkpoints • Work products and deliverables ▶ Implement Scope Management process for changes ▶ Hold kickoff meeting with the SCM, Agency Contract Manager ▶ Determine project objectives, scope, and approach. Based on that agreement, we develop our master schedule and project plan ▶ Use master schedule and project plan to provide daily guidance, direction, and tasks to all project team members and holds all resources accountable for completion of tasks and activities on schedule ▶ Execute requirements of the Engagement Letter in accordance with project plans
Risk and Issue Management	▶ Project Manager and Program Manager develop Risk and Issue Management Plan ▶ Detail risk identification, analysis, rating, reporting, and risk mitigation and escalation processes ▶ Maintain risk and issue register and collaborate with SCM and Agency Contract Manager Define mitigation and resolution strategies
Communication Management	▶ Conduct regular team meetings, weekly status meetings, and periodic quality reviews ▶ Promote continuous dialogue through daily interaction and ad-hoc meetings

CONTRACT MANAGEMENT PROCESSES	Table 3.2: CONTRACT & ENGAGEMENT MANAGEMENT APPROACH
	▶ Create communications matrix to manage communications ▶ Create stakeholder management plan ▶ Provide monthly project and Engagement Query status reports
Scope Management	▶ Scopes the project to meet defined project objectives ▶ Plan, manage, and control work required ▶ Record and assess change requests ▶ Evaluate delivery schedule and cost impacts ▶ Conduct analysis to support scope change decisions
Knowledge Management	▶ Establish and maintain project artifacts, processes, SOPs and stakeholder contact information in knowledge management tool that supports the storing, retrieving, updating, and curating of all engagement assets ▶ Maintain engagement performance and continuity, which minimizes the impact of changes

3.3. ORGANIZATIONAL SUPPORT AND EXPERIENCE (SECTION 4.2.4)

3.3.1. ORGANIZATIONAL CHART

Team BDO provides the State of New Jersey with the right complement of professionals according to the engagement who possess in-depth knowledge in functional areas such as:

- Disaster recovery
- Enterprise risk management
- Grants management
- Forensic accounting
- Financial auditing
- Internal controls
- Data mining and analytics
- Quality assurance
- Business process improvement

Our professionals consist of Certified Public Accountants (CPAs), Certified Internal Auditors (CIAs), Certified Fraud Examiners (CFEs), and Project Management Professionals (PMPs).

Please see the organizational chart below for a representative sample of personnel available to New Jersey who we consider as key. This includes: Partners, Program Managers, Project Managers, and Subject Matter Experts (SME). This also represents an example for how our team will be organized to support Engagement Queries. Additionally, to learn more about our team highlighted in the organizational chart see **Section 3.4** Resumes.

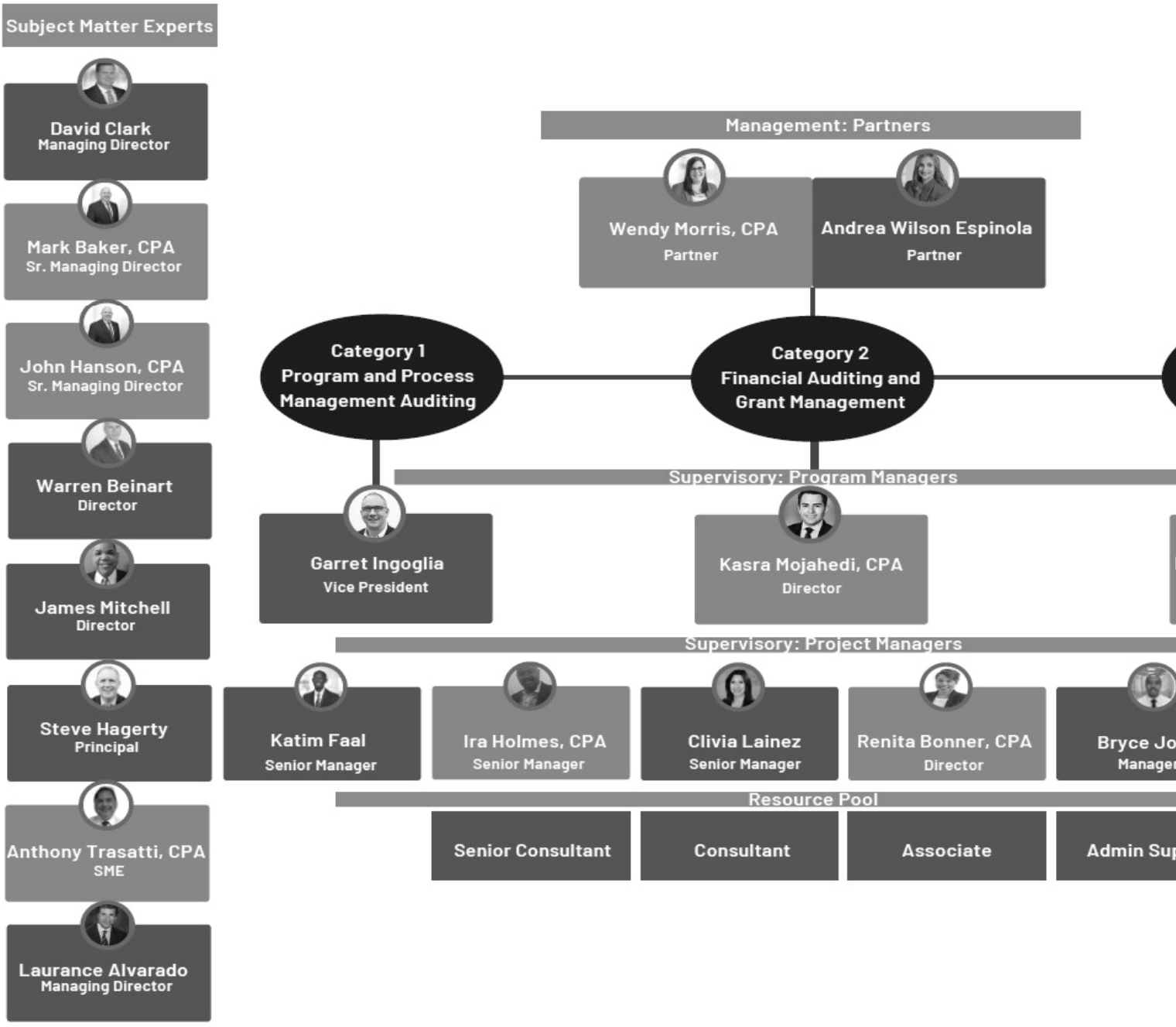


Exhibit 3.3.1-1: Organizational Chart

In addition to our current resources, we maintain a large network of qualified professionals across all labor categories that can be onboarded quickly to meet increased workloads, change in scope, and quick reaction contingencies. Additionally, Team BDO has highly qualified, well-sourced recruiters that can obtain unique and specialized personnel on short notice to meet staffing requirements. We use a robust screening, qualification and interview process to ensure potential hires are suitable and qualified.

3.4. RESUMES (SECTION 4.2.5)

The following table highlights the carefully selected team for the State of New Jersey which notes: if they are a CPA, their title and proposed labor category, Categories they can support based off their qualifications, expertise, and experience in their resume, and references. **We are competitively positioned as a leading CPA and Disaster Recovery firm, yet ideally postured for more responsive, agile client support.**

TABLE 3.4: SUMMARY OF KEY PERSONNEL

					Relevant Areas of Expertise & Experience		
#	Name[1]	CPA	BDO/Hagerty Title	State of New[2] Jersey Labor Category	Category 1 Program and Process Management Auditing	Category 2 Financial Auditing and Grant Management	Category 3 Integrity Monitoring/Anti-fraud
1	Wendy Morris	✓	Partner	Partner	✓	✓	✓
2	Andrea Wilson		Partner	Partner	✓	✓	✓
3	Garret Ingoglia		Vice President	Program Manager	✓	✓	✓
4	Kasra Mojtahedi	✓	Director	Program Manager	✓	✓	✓
5	Michael Ammirabile	✓	Managing Director	Program Manager	✓	✓	✓
6	Ira Holmes	✓	Senior Manager	Project Manager	✓	✓	✓
7	Renita Bonner	✓	Director	Project Manager	✓	✓	✓
8	Clivia Lainez		Senior Manager	Project Manager	✓	✓	✓
9	Katim Faal		Senior Manager	Project Manager	✓	✓	✓
10	Bryce Jones		Manager	Project Manager	✓	✓	✓
11	Kevin Fuller		Deputy Director of Recovery	Project Manager	✓	✓	
12	Steve Hagerty		Principal	SME	✓	✓	✓
13	Laurence Alvarado		Managing Director	Project Manager	✓	✓	
14	Anthony Trasatti	✓	SME	SME	✓	✓	✓
15	David Clark		Managing Director	SME	✓	✓	✓
16	Warren Beinart		Director	SME	✓		✓
17	James Mitchell		Director	SME	✓	✓	✓
18	Mark Baker	✓	Director	SME	✓	✓	✓
19	John Hanson	✓	Managing Director	SME	✓	✓	✓

Team BDO is confident that we have identified a highly skilled engagement team of key resources for the state of New Jersey that have the right level of experience, expertise, and skills to fulfill the requirements in the RFQ. See the resumes below to learn more about the pool of professionals who are ready to support the state of New Jersey. For hourly rate information see **Section 5** – State-Supplied Price Sheet.

[1] References are available within each key personnel's resume
[2] Hourly rate can be located in Section 5 – State Supplied Price Sheet

3.4.1. PARTNERS



Qualifications Based on the Categories in the RFQ

Category 1 ✓
Program and Process Management Auditing

Category 2 ✓
Financial Auditing and Grant Management

Category 3 ✓
Integrity Monitoring/Anti-fraud

WENDY MORRIS, CPA, PMP

- Role on Project: Partner
- Total Years of Relevant Experience: 26 years

SUMMARY OF QUALIFICATIONS

Wendy Morris is a Partner leading the Civilian Services team of BDO's Public Sector practice where she is responsible for all solution development and development of all personnel. She possesses over 25 years of financial management and internal control experience and has successfully led large project teams addressing high-profile and complex federal and commercial projects. Ms. Morris is deeply experienced with OMB Circular A-123, including Appendix A, B, C, & D, Enterprise Risk Management and Improper Payments, Audit Remediation, Risk Assessment, Internal Controls over Operations, Internal Audit, COSO, GAO internal control framework (Green Book), and FMFIA.

A recognized leader in the public sector market and in the financial management community, Ms. Morris has led engagements for many federal and state and local agencies including the Department of Veterans Affairs (VA), Department of Labor (DOL), Department of Homeland Security (DHS), Federal Emergency Management Agency (FEMA), National Science Foundation (NSF), United States Department of Agriculture (USDA), Immigration and Customs Enforcement (ICE), National Aeronautics and Space Administration (NASA), Department of Commerce (DOC), General Services Administration (GSA), Department of Health and Human Services (HHS), Department of Housing & Urban Development (HUD), the Federal Bureau of Investigations (FBI), Pension Benefit Guaranty Corporation (PBGC), the Federal Communications Commission (FCC), and the Government of the Virgin Islands.

EXPERIENCE RELEVANT TO RFQ

Primary Government of the Virgin Islands (GVI), Department of Finance, 2018

Ms. Morris provided technical guidance, quality oversight, client relationship management and supervision of all work performed under the contract including data analytics of all grant payment and draw data for all federal grants received by GVI, evaluation of the business processes for calculating and supporting draws from federal funds, preparation of fiscal year rollforward of Grants Receivable account, and evaluation of auditability of Grants Receivable. The team made recommendations on improvements to the Grants Receivable process for GVI.

Ms. Morris provided technical guidance, quality oversight, client relationship management and supervision of all work performed under the contract, including 100% inventory of all Capital Assets; data analysis and cleanup of Capital Asset register; calculation of impairment of Capital Assets post-hurricane Maria and Irma; and business process and internal control redesign of Capital Asset processes. The team made recommendations on improvements to the Capital Asset process for GVI.

Reference: Clarina Modeste-Elliot, Deputy Commissioner of Finance; 340-774-4750; clarina.modest-elliot@vi.gov

Federal Emergency Management Agency (FEMA), Office of the Chief Financial Officer, 2006-2011

Ms. Morris led a team of 30+ professionals in delivering superior quality financial management advisory services to the Office of the Chief Financial Officer (OCFO) for five years. Her team delivered Remediation support services that helped FEMA downgrade 3 disclaimer conditions and 5+ Material Weaknesses over past three years. She assisted in the establishment of an Internal Control Program within the OCFO, including A123, IPIA, Remediation, Risk Assessment and Project Management projects. Ms. Morris developed and maintained strong relationships with key leaders within FEMA and DHS' OCFO, demonstrating relationship building skills as leadership turned over four times within her tenure on the account. She developed and implemented risk assessment methodologies for audit readiness, enterprise risk management, and IPIA. Ms. Morris developed a deep understanding of FEMA's financial processes including Undelivered Orders, Budget Execution, Internal Use Software, Financial Reporting, Flood Insurance Accounting, Fund Balance with Treasury, Mission Assignments, Grant Accrual,

Accounts Payable Accrual, Financial Policy, Entity Level Controls, Disaster Response Resources, Payment Management and Human Resources & Payroll Management.

Reference: Kathy Hill, FEMA Director of Internal Controls; (202) 230-4724; Kathy.hill@fema.dhs.gov

U.S. Department of Veterans Affairs (VA), Office of Internal Control (OIC) & Office of Information Technology (OIT) Engagement Partner, 2014 - Present

Ms. Morris provided technical guidance, quality oversight, client relationship management and supervision of all work performed under the IDIQ, including the following task orders:

- ITFMOS Support - Providing ongoing support for the Information Technology Financial Management Oversight Service for A123, Appendix D compliance, assessment of internal controls within Office of Information & Technology (OI&T) and facilitation of the OI&T Annual Assurance Statement and supporting internal control assessments. Support also includes assessment if IT General Computer Controls and Fraud Risk Assessment.
- IPERA – Documented VA's IPERA program and identified areas for improvement
- A123 Program Review & Risk Assessment - Reviewed VA's A-123 Program and made significant recommendations to revamp the methodology and approach to this important internal control program – with buy-in from the VA CFO. Scope expanded to include the design and execution of a robust risk assessment for A123 Appendix A planning.
- MQAS Program Review – Reviewed VA's Management Quality Assurance Service (MQAS) program and architected a new Management Control Program Structure for the VA and a corresponding reorganization and mission-shift for MQAS and what is now the Office of Internal Control (formerly Office of Business Oversight). Established Internal Control Program Management Office (ICPMO) and Internal Control over Operations (ICO) teams.
- Construction – Documented, in narrative, flowchart and risk & control matrices, the process and internal controls around the Construction process at the VA.
- Homeless Provider Grants - Documented, in narrative, flowchart and risk & control matrices, the process and internal controls around the Homeless Provider Grants Program at the VA.
- Payroll - Documented, in narrative, flowchart and risk & control matrices, the process and internal controls around the Payroll process at the VA.
- MinX - Documented in narrative, flowchart and risk & control matrices, the process and internal controls around the MinX process (Top Side Financial Reporting system) at the VA.
- A123 Policy & Procedures - Developed a robust policy and procedure manual for VA's A123 Appendix A program – to provide detailed guidance and tools and templates to implement a new and improved methodology for A123.
- Internal Control over Operations - Developed a methodology for VA's newly developed ICO program and created a policy and procedure manual that includes detailed guidance and tools and templates for implementation of this program.

Reference: Maggie Drye, VA, Director Program Integrity; 512-386-2218; maggie.drye@va.gov

EMPLOYMENT HISTORY

- BDO Public Sector, LLC, 2020- Current
- MorganFranklin Consulting, 2011 – 2020
- PricewaterhouseCoopers, 1997 – 2011
- Deloitte & Touche, 1997
- Chevy Chase Bank, 1994 - 1997

EDUCATION

- B.S., Accounting, University of Maryland – College Park

PROFESSIONAL LICENSES/AFFILIATIONS

- Certified Public Accountant (CPA)
- Project Management Professional (PMP)



Qualifications Based on the Categories in the RFQ

Category 1 ✓

Program and Process Management Auditing

Category 2 ✓

Financial Auditing and Grant Management

Category 3 ✓

Integrity Monitoring/Anti-fraud

ANDREA ESPINOLA WILSON

- Role on Project: Partner
- Total Years of Relevant Experience: 20 years

SUMMARY OF QUALIFICATIONS

Andrea Wilson is a nationally recognized subject matter expert in the area of federal compliance and grants management. She has led numerous engagements for FEMA, HUD, HHS and other federal funding sources and is the founder and leader of BDO's federal grants management and FEMA practice. She has expertise in leading and managing CARES Act funding for numerous states, local governments, hospitals and nonprofit organizations. She has also led numerous investigations resulting from non-compliance of federal, state and local funds. As the founder of BDO's grants management advisory practice, she is an accomplished executive with more than 20 years of experience providing leadership and improving compliance, financial, procurement, logistics, operations, human resource and budgeting systems. Expertise in achieving superior performance by designing and implementing new operational systems and internal controls to reduce costs, increase information efficiencies, accuracy and compliance.

EXPERIENCE RELEVANT TO RFQ

Andrea Wilson leads BDO's Nonprofit and Education and government compliance practices and advises organizations, state and local governments, and institutions on a wide range of issues including, compliance matters, cost allowability and recovery issues, cost accounting, procurement, and internal control and operational assessments. Andrea has assisted organizations respond to changing regulatory requirements and governmental audit inquiries and suspension and debarment proceedings. Her extensive experience includes a wide range of USG funding agencies including, USAID, DOS, DOE, FEMA, HUD, HHS and private foundations.

Having significant forensic accounting and internal controls evaluation experience, she has led numerous investigations involving matters related to employee misconduct, embezzlement, misappropriation of funds, bribery, self-dealing, kickbacks, Ponzi schemes, fraudulent financial reporting, and whistleblower complaints. Andrea has conducted fraud risk assessments and implemented policies and procedures to address fraud risks.

Ms. Wilson has presented at numerous conferences on such topics as regulatory compliance, internal controls, cost allowability, fraud prevention, risk assessments, and corporate governance. She is an accomplished finance and operations advisor with more than 20 years of experience providing leadership and improving compliance, financial, procurement, operations, human resource, budgeting and management systems. Her experience is achieving superior performance by designing and implementing operational systems and internal controls to reduce costs, increase efficiencies, accuracy and compliance. Andrea is also a member of BDO's Institute for Nonprofit Excellence.

BDO USA, LLP

Managing Partner, Industry Specialty Services & National Leader Nonprofit & Education Practice; Present

Partner, Industry Specialty Services & Leader, Nonprofit & Education Advisory Practice; 2017-2019

Managing Director, Nonprofit and Education Advisory Services; 2014 - 2017

Lead BDO's national advisory practice devoted to state and local governments, nonprofit organizations and institutions of higher education. Provide consulting on all areas of compliance, performance improvement including, operational systems, project/program management, audit readiness and remediation. Specific projects include:

- Federal grants management & compliance
- Assist clients with optimizing cost recovery through the efficient allocation of costs and methodologies

- Development of policies and procedures meeting donor requirements and organizational goals
- Assist clients in improving processes and systems including budgeting, procurement, monitoring and evaluation, etc. to maximize resources and results.
- Advise on suspension, debarment and other legal proceedings.
- Provide advisory services related governmental audits and inquiries.

References:

Client	Scope	Contact	Email
Government of West Virginia	CARES Act Grants Management	[redacted]	[redacted]
Government of the Virgin Islands	Federal Award Compliance & Grants Management	[redacted]	[redacted]
Krucial Staffing LLC	CARES Act/FEMA Grants Management	[redacted]	[redacted]
Episcopal Health Services, Inc.	CARES Act/FEMA Grants Management	[redacted]	[redacted]
Montgomery County Housing Authority	CARES Act/FEMA Grants Management	[redacted]	[redacted]
Cuyahoga Metropolitan Housing Authority	CARES Act/FEMA Grants Management	[redacted]	[redacted]
Ice Miller LLP (on behalf of client)	CARES Act/FEMA Grants Management	[redacted]	[redacted]
Southwest Florida Water Management District	Uniform Guidance Gap Assessment & Compliance Review	[redacted]	[redacted]
Wyckoff Heights Medical Center	CARES Act/FEMA Grants Management	[redacted]	[redacted]
Disaster Recovery Services, LLC.	CARES Act/FEMA Grants Management	[redacted]	[redacted]
Beverly Hospital	CARES Act/FEMA Grants Management	[redacted]	[redacted]
Signature Healthcare	CARES Act/FEMA Grants Management	[redacted]	[redacted]
BCFS Health and Human Services	CARES Act/FEMA Grants Management	[redacted]	[redacted]
Fairbanks North Star Borough	CARES Act/FEMA Grants Management	[redacted]	[redacted]
Housing Authority of the City of Danbury	CARES Act/FEMA Grants Management	[redacted]	[redacted]
Arnold & Porter LLP (On behalf of client)	Forensic Investigation	[redacted]	[redacted]
Inova Health System	CARES Act/FEMA Grants Management	[redacted]	[redacted]
Project Hope	CARES Act & Resiliency Services	[redacted]	[redacted]
Government of West Virginia	CARES Act Grants Management	[redacted]	[redacted]
Henry Mayo Newhall Hospital	CARES Act Grants Management	[redacted]	[redacted]
Unity Healthcare	CARES Act/FEMA Grants Management	[redacted]	[redacted]
Venable LLP (on behalf of client)	Federal Award Compliance & Investigation	[redacted]	[redacted]
New York University	Federal Award Compliance & Investigation	[redacted]	[redacted]

Wiley Rein LLP (on behalf of client)	Federal Award Compliance & Investigation	[redacted]	[redacted]
Crowell & Moring LLP (on behalf of client)	Federal Award Compliance & Forensic Investigation	[redacted]	[redacted]
American Bar Association	Federal Award Compliance & Investigation	[redacted]	[redacted]
Woodrow Wilson International Center	Uniform Guidance Gap Assessment & Compliance Review	[redacted]	[redacted]
The Baptiste Group, LLC	Federal Award Compliance & Forensic Investigation	[redacted]	[redacted]
The William and Flora Hewlett Foundation	CARES Act & Resiliency Services	[redacted]	[redacted]
Lincoln Hall	Forensic Investigation	[redacted]	[redacted]
Battelle Memorial Institute	Federal Award Compliance	[redacted]	[redacted]
The New York Stem Cell Foundation	Uniform Guidance Gap Assessment & Compliance Review	[redacted]	[redacted]

Carnegie Institution of Washington

Chief Financial and Accounting Officer/Financial Manager; 2013 – 2014

$100 million educational institution with $1 billion endowment implementing over 200 USG and privately-funded research activities.

Responsibilities

Oversee all aspects of finance, taxation and accounting and serve as the chief compliance officer for all sponsored research. Primary funding agencies include NSF, NASA, NIH, and DOE.

Key Accomplishments

- Provide Board of Directors presentations on financial results and compliance; report to the audit committee.
- Spearhead organization's adoption of COSO framework and implementation.
- Develop internal audit plan and risk assessment.
- Oversee organization's compliance with USG regulations, including adoption of new Uniform Guidance/Omni-Circular.
- Managed $50 million public bond offering.

Management Systems International, Washington, DC

Deputy Chief Management Officer/Director of Financial Operations and Personnel Management; 2011 – 2013

$120 million development firm implementing over 80 concurrent international USAID and DOS contracts worldwide with a concentration in conflict areas and monitoring and evaluation.

Responsibilities

As the DCMO, provided firm-wide financial oversight with increased responsibilities to include HR functions. Spearheaded monthly financial reviews, invoicing to clients, regulatory compliance and training of firm-wide personnel. Additionally, provided leadership and oversight during the implementation of large-scale USAID-funded monitoring and evaluation programs in Pakistan, Kenya and Jordon. Supervised 11 staff.

Key Accomplishments

- Firm recognized problem solver who took on and corrected troubled departments, tasks and audits. Developed internal controls, streamlined systems and trained staff to effectively meet firm needs.
- Developed "financial dashboard" that provided real time performance, project and financial reporting, estimated at complete (EAC) data, and projected costs/profitability for all operations worldwide permitting timely and informed decision-making, significantly reducing cost overruns, and increasing profitability.
- Spearheaded and developed an electronic procurement and commitment module that tracks all transactions, supporting documentation, payments, approvals, and close-out documentation. The system provided real-time commitment tracking permitting the firm to understand cash flow requirements, accruals, and client reporting while respecting necessary internal controls and approval authorities.
- Successfully translated financial goals and requirements to technical and non-financial staff to ensure shared responsibility in firm objectives; served as the critical link between technical and support departments.
- Authored and developed organizational accounting, financial, contractual and grant policies contributing to firm's business development efforts.

Academy for Educational Development, Washington, DC

Director, Contracts/Grants Management; 2004 – 2011

$450 million international development non-profit with offices worldwide working in health, education, social and environmental development.

Responsibilities

Managed $100 million in business unit contract activities across all aspects of compliance, policy, and procurement in a complex global operating environment comprised of diverse donors including USAID, OTI, NIH, DOS, bi- and multi-lateral, foundations, and corporations. Approved proposals, budgets, and pipeline analyses. Supervised five staff.

Key Accomplishments

- Organization-wide acknowledged subject matter expert in accounting, operations, finance and compliance regulations and policies.
- Developed worldwide polices for grants management and procurement.
- Managed project start-up operations, including financial management systems in developing countries.
- Trained company employees on costing principles, budgeting, grants management, subcontracting, and financial sustainability.
- Negotiated, drafted and administered contracts, subcontracts and modifications and acted as the AED Contracting Officer for all awards in the business unit. Negotiated and awarded sub-contracts with domestic, international and host country organizations.
- Received Inaugural 2006 Emerging Leader Award.

Pact, Inc., Washington, DC

Senior Finance Officer (Controller); 2001 – 2004

30 million international development nonprofit with global operations concentrated in Africa and Asia.

Responsibilities

Ensured accurate GAAP and USG compliant accounting for field and home office operations. Managed the monthly, quarterly and annual accounting close and all financial reporting. Served as a key interface with external auditors and as organization's lead internal auditor.

Key Accomplishments

- Served as interim CFO/VP Finance during periods of extended leave.
- Negotiated critical contracts, NICRA and OIG/DCAA audits on behalf of organization.
- Provided financial management and oversight to Pact field offices, prepared project budgets up to $20 million, and reviewed, monitored and interpreted actual versus budgeted expenditures. Maintained a project portfolio totaling $55 million, including USAID and other donor projects.
- Supervised staff and provided staff training worldwide in grants management and finance.
- Designed sub-grant monitoring tools to ensure compliance with donor provisions and assisted the grants manager for over 85 sub-awards.
- Trained local field staff in financial management (grant compliance, accounting, and forecasting).

United States Peace Corps, Moldova

Organizational and Business Development Volunteer; 1999 – 2001

- Effectively worked with local businesses and community leaders to initiate economic change on a grass-roots level. Worked with a regional business support center and the Moldovan Association for Certified Accountants, which provides consulting services to local businesses, including training and roundtable for accounting certification and training on new and existing standards. Helped the Association improve its community outreach, manage projects and strengthen organizational sustainability.
- Worked in Romanian and Russian languages to interact and communicate with community leaders.
- Designed and taught business courses at the local university and facilitated training in project design and management, including budgeting and evaluation.
- Trained Moldovan organizations in use of technology and business management.
- Assisted with implementation of USAID and other donor-funded business development projects.
- Created, developed and successfully implemented a business plan writing workshop to increase local businesses' access to credit and teach fundamental business, finance and accounting skills.

Auditor

KPMG, Peat Marwick, San Francisco and Silicon Valley, California; 1997 – 1998

M. Green and Company, Tulare California; 1998 – 1999

- Worked in the audit division with a focus in technology, biotechnology and government audits. Supervised audit teams. In constant contact with client personnel and financial management.
- Reviewed client accounting for A-133 compliance, business combinations, acquisitions, mergers and consolidations. Coordinated international audits with KPMG and other accounting firms worldwide.

Managed and guided audit teams consisting of 2-4 individuals at client locations. Developed audit strategies, staffed engagements, oversaw audit implementation, analyzed engagement profitability and formally evaluated staff. Recommended improvements in operations.

SELECT SPEAKING ENGAGEMENTS

- Opportunity Finance Network Conference
- Association of Government Accountants Conference
- Federal Economic Development Forum
- Are Your Ready for the Uniform Guidance
- Good News/Bad News: You Won a Government Grant, Now You Have to Comply with its Requirements
- Uniform Guidance: An International View at New Requirements
- InsideNGO Conference, COSO Framework
- ABA Fall Conference, Contracts vs. Grants Practicum
- Nonprofit Federal Award Recipients: Establishing an Ethical Culture, Appropriate Internal Controls, and a Collaborative Relationship with Your Federal Agency That Adds Value
- Nonprofit Board Governance – Lessons for Board Members
- Fraud Prevention – Do Hotlines Work
- Do Your Costs Add Up – Best Practices in Cost Allocation
- When is the Cost of Compliance Too High
- FEMA Grants Management: How to avoid audit findings
- CARES Act Funding: How do maximize relief funding

PUBLICATIONS

- "Federal Grants: Diversifying Opportunities for Federal Contractors" BDO Knows Government Contracting Newsletter – Spring 2015
- "Uniform Guidance Procurement Rules are Coming – Is Your
- Organization Prepared", New York Nonprofit Media – July 22, 2016
- Professional Affiliations
- American Bar Association
- National Council of University Research Administrators
- Society for International Development

EMPLOYMENT HISTORY

- BDO USA, LLP, 2014 - Present
- Carnegie Institution of Washington, 2013 - 2014
- Management Systems International, Washington, DC, 2011 - 2013
- Academy for Educational Development, Washington, DC, 2004 - 2011
- Pact, Inc., Washington, DC, 2001 - 2004
- United States Peace Corps, Moldova, 1999 - 2001
- KPMG, Peat Marwick, San Francisco and Silicon Valley, California, 1997 – 1998
- M. Green and Company, Tulare California, 1998 – 1999

EDUCATION

- University of Virginia, School of Continuing and Professional Studies, 2008
  Graduate Certificate in Procurement and Contracts Management
- University of California, Berkeley, Walter A. Haas School of Business, 1997
  B.S. Business Administration with emphasis in Strategic Planning and Accounting

PROFESSIONAL LICENSES/AFFILIATIONS

- American Bar Association (ABA)
- International Association of Emergency Managers (IAEM)
- National Grants Management Association (NGMA)
- National Council of University Research Administrators (NCURA)
- Society for International Development (SID)

Program Managers



Qualifications Based on the Categories in the RFQ

Category 1 ✓
Program and Process Management
Auditing

Category 2 ✓
Financial Auditing and Grant Management

Category 3 ✓
Integrity Monitoring/Anti-fraud

GARRETT INGOGLIA

- Role on Project: Category 1 Program Manager
- Total Years of Relevant Experience: 20 years

SUMMARY OF QUALIFICATIONS

Mr. Ingoglia has more than 20 years of professional experience, including 18 years of experience in disaster preparedness, response, and recovery. Mr. Ingoglia has contributed to each of the nation's largest disaster response and recovery efforts over the past two decades. Following the World Trade Center attack, Mr. Ingoglia helped develop and implement streamlined processes to speed the delivery of disaster assistance funds to the City of New York. He provided strategy and process improvement support to FEMA disaster housing operations following the 2004-2005 Florida hurricanes, which provided more than 15,000 direct housing units to displaced families. As Special Assistant to the FEMA Infrastructure Branch Chief, Mr. Ingoglia helped stand up the Infrastructure Branch and initiate the Public Assistance (PA) program following Hurricane Katrina. More recently, he has served as Project Executive on Hagerty's engagement to help New York City obtain and manage more than $15 billion in federal recovery funds for Hurricane Sandy. Currently, Mr. Ingoglia is leading Hagerty's efforts to support New York City's response to COVID-19, helping the New York City Emergency Management Agency staff their Emergency Operations Center, and working with the City to stand up and implement emergency feeding programs and non-congregate shelter operations.

Mr. Ingoglia has significant international experience, having led Emergency Programs for AmeriCares, an international NGO focusing on public health and emergency response, for six years. In this role, he directed the provision of more than $100 million in medicines, supplies, and programming in response to disasters around the world, including the 2015 Nepal Earthquake, the West Africa Ebola Outbreak, Hurricane Matthew in Haiti, and Hurricanes Harvey, Irma, and Maria. Mr. Ingoglia also established AmeriCares' preparedness and disaster risk reduction divisions and launched Americares field offices in Nepal, Liberia, the Philippines, and Haiti.

Mr. Ingoglia has been helping clients manage federal recovery funds, with an emphasis on FEMA Public Assistance (PA) funding. He assisted FEMA administer the program in New York following 9/11, in Louisiana following Hurricane Katrina, and in California following floods and storms. He also helped FEMA analyze and respond to PA program appeals. More recently, Mr. Ingoglia has provided advice and support to state and local clients on effective management of federal recovery grants, including the State of California, the state of Nebraska, and the city of New York.

Prior to joining AmeriCares and then Hagerty, Mr. Ingoglia worked at URS Corporation, IBM, and PriceWaterhouseCoopers (PwC), where he led consulting engagements for a variety of clients, including HUD, U.S. Immigration and Customs Enforcement (ICE), the Chicago Housing Authority, and the state of California.

EXPERIENCE RELEVANT TO RFQ

New York City Office of Management and Budget | Recovery Grants Management Services | Hagerty Consulting, Inc.; 3/2018 – Present

Mr. Ingoglia serves as the Project Executive to assist the City in strategically managing claims development and administration under the FEMA's Public Assistance Grant Program for Hurricane Sandy recovery and additional disasters. In this role, Mr. Ingoglia is the senior Hagerty official assigned to the project, which involves helping the City obtain and manage $15 billion in federal funds. Mr. Ingoglia provides strategic advice to the New York City Office of Management and Budget, allocates the proper Hagerty resources to the project, and works with the Project Manager to ensure that Hagerty's services meet the highest standards of quality. Under this contract, Hagerty is also assisting New York City in managing federal CARES Act funds and to secure FEMA Public Assistance funding for COVID response.

Reference: Chris Blanco, Assistant Director, New York City Office of Management and Budget, 255 Greenwich Street, New York, NY 10007, 917-618-2906; BlancoC@omb.nyc.gov

Nebraska Emergency Management Agency | State of Nebraska Long Term Recovery Plan| Hagerty Consulting, Inc.; 9/2019 – 9/2020

Mr. Ingoglia served the Hagerty team in Nebraska as a subject matter expert for the development of a long-term disaster recovery plan. Hagerty worked closely with the Nebraska Emergency Management Agency and other state agencies and other stakeholders to develop a plan for comprehensive recovery from the historic 2019 floods. Roles and responsibilities for Mr. Ingoglia included facilitating stakeholders' meetings, providing subject matter expertise in the area of disaster recovery grants, and providing quality control and assurance to key deliverables.

Reference: [redacted]; [redacted]; Nebraska Emergency Management Agency; 2433 N.W. 24th St., Lincoln, NE 68524-1801; [redacted]

New York City Office of Emergency Management (NYCEM) | COVID-19 Response |Hagerty Consulting, Inc.; 3/2020 - Present

Mr. Ingoglia serves as Project Executive on Hagerty Consulting's efforts to support New York City's response to the COVID-19 pandemic. This includes providing surge staffing for the City's Emergency Operations Center (EOC), as well as support for the emergency feeding program, non-congregate shelter operation, and data analytics/visualization functions. Roles and responsibilities include serving as point of contact for the client, including NYCEM's Chief Financial Officer and EOC Director, leading the development and implementation of the surge staffing protocol, and providing oversight to the 100+ person team.

Reference: [redacted], NYCEM, 165 Cadman Plaza East, Brooklyn, NY 11201, [redacted]

EMPLOYMENT HISTORY

- Hagerty Consulting, Inc., 2017 - Present
- AmeriCares, 2012 - 2017
- Hagerty Consulting, Inc., 2007 - 2012
- URS, 2005 to 2007
- IBM Business Consulting Services (formerly PwC Consulting), 2000 - 2005
- Center for Policy Research, Syracuse University, 1999
- State Senator Vincent Gentile, 1997 - 1998

EDUCATION

- Master of Public Administration, The Maxwell School, Syracuse University – Bachelor of Arts in English and History, Williams College

PROFESSIONAL LICENSES/AFFILIATIONS

- Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program Expertise



Qualifications Based on the Categories in the RFQ

Category 1 ✓
Program and Process Management Auditing

Category 2 ✓
Financial Auditing and Grant Management

Category 3 ✓
Integrity Monitoring/Anti-fraud

KASRA MOJTAHEDI, CPA

- Role on Project: Program Manager
- Total Years of Relevant Experience: 10 years

SUMMARY OF QUALIFICATIONS

Kasra Mojtahedi is a Director within BDO's Grants Management Advisory practice. With strong direct management consulting experience for government organizations and nonprofit communities, Kasra's industry knowledge on grants management processes, functions, and systems enables him to quickly identify inefficiencies and develop solutions. He has successfully led numerous grants managements engagements, driving operational efficiency and effectiveness and has assisted government officials and executives from global institutions with design, implementation, and integration of industry best practices to streamline and automate grants management processes, restructure organizational designs, achieve compliance, and drive high performance. He has successfully managed implementation of multiple grants management systems with fully integrated business process improvement and organizational change management components.

Kasra has deep knowledge of the industry's financial reporting and federal compliance requirements including the CARES Act, Stafford Act, 44 CFR, FEMA and HUD policies, OMB Circular A-122 and A-133, 2 CFR 200 Uniform Guidance, Federal Acquisition Regulation (FAR), and Yellow Book Audit guidelines. He has significant work experience in leading discovery sessions to define challenges, measure baseline matrices, perform root cause analysis, develop grants management frameworks, and deploy organizational changes.

EXPERIENCE RELEVANT TO RFQ

BDO USA LLP; Contracts & Grant Management Advisory Services; 2/2018 - Present

Mr. Mojtahedi provides program management and oversight for BDO's Grant Management Advisory services. In his role, he overseas more than 20 projects that involve implementation, management, monitoring, and oversight of federal funds for verity of programs by state, local, territory, tribal and nonprofit organizations. These programs include funding from the U.S. Treasury for CARES Act and COVID-19 response, funding from FEMA for disaster recovery including COVID-19 response, funding from the U.S. Housing and Urban Development for Community Development Block Grants, and funding from the U.S. Agency for International Development for global and humanitarian missions. Mr. Mojtahedi is a subject matter expert in developing and implementing program management offices, systems, process frameworks, and compliance control environments for federal funds spending.

Reference: [redacted] 8401 Greensboro Drive, Suite 800, McLean, VA; [redacted]

KPMG US LLP; Government Contractor Advisory Services; 6/2012 - 2/2018

Prior to joining BDO, Mr. Mojtahedi was one of the top performing members of KPMG's Government Contractor Advisory Services. In his role, he led large scale federal compliance and contract administration programs for federal contractors, nonprofits, and state and local governments. These programs included implementing systems and frameworks for contracts/grants management, cost eligibility determination, process implementation, training, and monitoring of federal funds.

Reference: [redacted] 8350 Broad St., Suite 900, McLean, VA 22102; [redacted]

EMPLOYMENT HISTORY

- BDO USA, LLP, 02/2018 – Present
- KPMG US LLP, 06/2012 – 02/2018

EDUCATION

- B.S., Accounting, University of Maryland
- B.S., Finance, University of Maryland

PROFESSIONAL LICENSES/AFFILIATIONS

- Certified Public Accountant (CPA)
- American Institute of Certified Public Accountants (AICPA)
- Project Management Institute (PMI)
- American Bar Association (ABA)



Qualifications Based on the Categories in the RFQ

Category 1 ✓

Program and Process Management
Auditing

Category 2 ✓

Financial Auditing and Grant Management

Category 3 ✓

Integrity Monitoring/Anti-fraud

MICHAEL AMMIRABILE, CPA, CFE, CFF

- Role on Project: Category 3 Program Manager
- Total Years of Relevant Experience: 20+ years

SUMMARY OF QUALIFICATIONS

Mr. Ammirabile has experience providing independent integrity monitoring services to government agencies and private owners. He has experience preparing risk assessments aimed at identifying the types of corruption and fraud that may occur on projects, developing and implementing internal controls to mitigate risks, and performing audits that have helped his clients recover hundreds of thousands of dollars in over billings.

Mr. Ammirabile also assists companies with matters involving alleged financial statement fraud, and accounting firms with claims arising from professional liability issues. He helps counsel evaluate accounting, auditing, and financial reporting issues; and he assists with the preparation of court filings and expert reports. Mr. Ammirabile has been involved in various high-profile cases and has provided litigation support services to clients in numerous industries including real estate, financial services, software, healthcare, and manufacturing.

Additionally, Mr. Ammirabile has experience providing business interruption insurance claims services to residential and commercial properties impacted by natural disasters.

EXPERIENCE RELEVANT TO RFQ

Western Union 2014 - 2017

BDO was appointed as the court-appointed independent monitor to evaluate whether Western Union complied with terms of a settlement agreement it entered into with the Attorney General for the State of Arizona.

Mr. Ammirabile served as the Project Director whose responsibilities included, conducting an assessment of Western Union's Anti-Money Laundering Compliance Program as implemented in the Southwest Border region of the United States; evaluating Western Union's internal controls; and conducting (sample) testing to determine whether Western Union has successfully implemented recommendations for improvement of its AML Compliance Program.

Reference: [redacted]
2929 North Central Avenue, Twenty-First Floor; Phoenix, AZ 85012-2793; [redacted]

Reference: [redacted] County Attorney's Office (previously at the Arizona Attorney General's Office); [redacted]

New York Convention Center Development Corporation (NYCCDC) 2010 - 2014

Lead auditor for the integrity monitoring team hired by NYCCDC to oversee the $463 million expansion and renovation of the Jacob K. Javits Convention Center. Responsibilities included performing a projects control assessment of the construction manager to identify potential fraud risks and establishing appropriate controls to help mitigate those risks; conducting a forensic review of the financial books and records for 25 prime contractors to determine the accuracy of time and material, and lump sum, change order billings; participating in monthly payment requisition meetings with NYCCDC and the contract manager; and managing the work performed by our MBE/WBE firm. Specific job responsibilities included reviewing time and material work tickets and certified payroll reports to determine if contractors were overbilling the project; reviewing pay rate calculations to determine compliance with contractual requirements; determining whether contractors and subcontractors were complying with MBE/WBE procurement requirements; and preparing quarterly reports that detailed our audit findings.

On a quarterly basis, met with the Board Members of NYCCDC to discuss the results of our integrity monitoring review. Involved with project close-out for 25 prime contractors and helped NYCCDC recover millions of dollars in project overbillings.

Reference: [redacted] 100 Park Avenue; New York, NY 10017; 212-973-2999

American Red Cross 2013 - 2014

In the aftermath of Superstorm Sandy, BDO was hired by the American Red Cross to independently review thousands of claim files to assess whether claimants were eligible to receive financial assistance under the American Red Cross's Move-In Assistance Program (MIAP).

Project director who was responsible for evaluating the American Red Cross's internal controls around the claims approval process; reviewing and understanding the eligibility requirements set forth by the American Red Cross, the Federal Emergency Management Agency (FEMA), and the U.S Department of Housing and Urban Development (HUD); assessing whether claimants submitted the proper documentation to the American Red Cross; determining whether an individual's residence met the definition of damaged as defined by the American Red Cross; reporting the results of our work to the outside counsel for the American Red Cross; and providing recommendations that would help mitigate the risk of future claims from being submitted inappropriately.

Reference: [redacted] Gibson, Dunn & Crutcher LLP; 200 Park Avenue; New York, NY 10166-0193; [redacted]

Special Commissioner of Investigation for the New York City School District (SCI) 2011 - 2013

Lead auditor of the team hired by SCI, an independent agency of the New York City Department of Education (DOE) to serve as the integrity monitor for two school bus companies that were involved in paying cash bribes to DOE bus inspectors. Responsibilities included interviewing owners and key personnel to understand the nature of the fraud; designing and implementing a fraud corruption prevention program; performing a forensic review of the financial books and records to verify compliance with terms of the monitoring agreement; and implementing a 24-hour telephone hot-line for the reporting of suspected, or actual, improper conduct. Prepared periodic reports for, and met with, the Special Commissioner of Investigation to discuss our investigative findings and recommendations for remedial action.

Reference: [redacted], Special Counsel; The Special Commissioner of Investigation for the New York City School District; 80 Maiden Lane, 20th Floor; New York, NY 10038; [redacted]

3 World Trade Center Project 2015 - 2016

Lead project manager hired by Silverstein Properties to review the project expenses for a steel erecting company employed on the 3 World Trade Center Project.

Responsibilities included reviewing cash receipts and cash disbursements of the selected contractor to ensure that it was using Tower 3 funds solely for Tower 3 expenses; rather than using these monies to fund other projects. Responsibilities also included preparing, on a monthly basis, an analysis comparing total project expenses to total cash received to determine whether the contractor was paying its vendors in a timely fashion and to determine whether the contractor underbid its initial contract with Silverstein.

Reference: [redacted] Silverstein Properties; 7 World Trade Center; 250 Greenwich Street; New York, NY 10007; [redacted]

Privately-held Construction Company 2017

In an attempt to obtain construction contract work with the Department of Transportation, BDO was retained by a privately-held construction company to assess the adequacy of its current compliance program and to make recommendations on any areas of weakness.

Responsibilities included evaluating whether the company's compliance program contains the following: 1) controls that help mitigate the risk of non-compliance with D/W/MBE requirements; 2) controls that help mitigate the risk of improperly remitting union benefit obligations; and 3) employee training that focuses on inappropriate practices that could lead to overbillings on construction projects. Also responsible for preparing written reports for, and making oral presentations before, the Department of Transportation.

Reference: [redacted]; A-1, N.J.S.A. 1A-1.1 Personal identifying information

EMPLOYMENT HISTORY

- BDO USA, LLP, 1998- Present

EDUCATION

- B.S., Accounting, St. John's University

PROFESSIONAL LICENSES/AFFILIATIONS

- Certified Public Accountant (CPA)
- Certified Fraud Examiner (CFE)
- Certified in Financial Forensics (CFF)

3.4.2. PROJECT MANAGERS



Qualifications Based on the Categories in the RFQ

Category 1 ✓
Program and Process Management Auditing

Category 2 ✓
Financial Auditing and Grant Management

Category 3 ✓
Integrity Monitoring/Anti-fraud

IRA SCOTT HOLMES, CPA

- Role on Project: Project Manager
- Total Years of Relevant Experience: 20+ years

SUMMARY OF QUALIFICATIONS

Ira Holmes has over 20 years of financial and accounting experience. He has performed financial and performance audit evaluations and reviews of final audit reports and financial statements, as well as reviews and analysis of internal control policies and procedures (A-123 compliance). He has extensive experience in staffing an audit engagement, establishing objectives and methodologies to be used (audit planning), assessing risk, testing controls and preparing, reviewing and issuing reports on findings. He also has experience in evaluations of accounting systems and audit programs and Agreed-Upon Procedures (AUP) reviews of client policies to assess the effectiveness of client internal controls, audit readiness and financial reporting. He has background and experience in devising accounting structures and procedures to satisfy regulatory and legislative changes, developing and monitoring audit programs, identifying problem areas and developing solutions to improve program effectiveness. Finally, Mr. Holmes serves as an Adjunct Professor of Accounting and Finance at The George Washington University, University of Maryland – Global Campus and Georgetown Law School.

EXPERIENCE RELEVANT TO RFQ

Department of Homeland Security (DHS) 8/2019 - Present (FEMA 10/2019 – Present and USSS 8/2019 – Present)

Mr. Holmes is currently the Manager on two projects for the DHS. In his work for the Federal Emergency Management Agency (FEMA), he is on the VAYGo engagement. VAYGo (Verify As You Go) is a FEMA program that audits funding received by states for federally declared disaster relief. This work involves verifying that the funds were properly spent per FEMA/Federal guidelines. Ira Holmes also serves as the Manager on an engagement for the United States Secret Service Enterprise (USSS). Mr. Holmes conducts an independent third-party review to verify the accuracy of accounts created for an ongoing criminal investigation of a money laundering scheme involving organized cybercriminals using bitcoin (BTC) to facilitate illicit activities and the transfer of the proceeds. Specifically, he performs monthly financial reconciliations and analysis for the USSS supporting several field offices. Working closely with CID Special Agents, Mr. Holmes validates transactional documentation and reconciles digital currency wallets, bank accounts and trading accounts used by the USSS and its Confidential Informants. Monthly, he provides a written summary analysis which is used to facilitate funding for the project.

Reference: [redacted]; USSS – Tyler, Texas Field Office; [redacted]

Department of Transportation (DoT) 10/2013 - 1/2014

Mr. Holmes served Manager of the team performing an A-123 Review of Internal Controls for the Federal Motor Carrier Safety Administration (FMCSA). This work involved a review of current FMCSA policies, procedures and inherent responsibilities of FMCSA regional staff and Washington headquarters employees. Specifically, the team performed an independent review of the FMCSA system of internal control including Information Technology (IT) governance and planning, data security and internal audit operations. The work was conducted as a strategic audit of DoT and FMCSA programs using Generally Accepted Accounting Principles (GAAP), Generally Accepted Government Auditing Standards (GAGAS-Yellow Book) and American Institute of Certified Public Accountants (AICPA) auditing standards. The team visited FMCSA regional offices for observations and interviews and documented compliance with the internal controls established by FMCSA and provided recommendations and Corrective Action Plans (CAPs) based on findings. Additionally, the team conducted exit conferences at the conclusion of each regional office visit, where oral and written summary observations including detail process narratives and process flow

charts were provided to the regional office director and the FMCSA Agency/Organization Program Coordinator (A/OPC).

Defense Logistics Agency (DLA) 2/2016 - 8/2018

Mr. Holmes was the Manager on the Financial Statement Audit and the Audit Readiness engagements for DLA. DLA is a combat support agency in the Department of Defense. For this engagement, he worked specifically on DLA's Procure-to-Pay (P2P)/Expense and Plan to Stock (P2S) Stockpile and Disposition work streams; General Fund, Working Capital Fund and Transaction Fund. In this role, he conducted conformational counts as well as observations, interviews and walkthroughs. Additionally, he prepared and supervised the preparation of the site visit workpapers summarizing the results of the interviews and walkthroughs and drafted the observations included in the workpapers for delivery to the Office of Inspector General (OIG) and DLA. His team developed analytical procedures and conducted sample selection and testing procedures for beginning balance testing and maintained the Observation Tracker and the Corrective Action Plan (CAP) Tracker for the engagement team.

Reference: [redacted];

Department of the Navy (DoN) 2/2014 - 2/2016

As Manager on the DoN financial statement audit, Mr. Holmes worked specifically on the DoN's Fund Balance with Treasury (FBwT), both General Fund and Working Capital Fund. He led the team that prepared Notifications of Findings and Recommendations (NFRs), observations and supporting workpapers. His team conducted testing procedures surrounding DoN's Cash Consolidation Reconciliation (CCR), Afloat Disbursing Station Symbol Number Reconciliation (DSSN), Automated Interfund Reconciliation System (AIRS), and the Program Budget Information System (PBIS) Overlay Process.

EMPLOYMENT HISTORY

- BDO Public Sector, LLC, 2018 - Present
- Kearney & Company, CPAs, 2016 - 2018
- Convexity Consulting Group (CCG), 2013 – 2016 and 2007 - 2012
- Federal Housing Finance Agency (FHFA), 2012 – 2013
- Wachovia Securities, 2000 - 2006

EDUCATION

- M.B.A., Finance, University of Wisconsin – Madison
- B.S., Accounting, Hampton University

PROFESSIONAL LICENSES/AFFILIATIONS

- Certified Public Accountant (CPA)
- American Institute of Certified Public Accountants (AICPA)
- Maryland Association of Certified Public Accountants (MACPA)
- National Association of Black Accountants (NABA)
- Active Secret Clearance



Qualifications Based on the Categories in the RFQ

Category 1 ✓
Program and Process Management Auditing

Category 2 ✓
Financial Auditing and Grant Management

Category 3 ✓
Integrity Monitoring/Anti-fraud

RENITA BONNER, CPA, PMP

- Role on Project: Project Manager
- Total Years of Relevant Experience: 18 years

SUMMARY OF QUALIFICATIONS

Ms. Bonner has over 16 years of accounting and federal government experience including executing financial statement audits, audit remediation, operational risk management and financial compliance and consulting services in the federal (Public) and Commercial sector. She has extensive experience and expertise in areas of grants management, accounts payable, acquisitions, financial reporting, compliance, internal controls, Sarbanes Oxley, OMB Circular A-123 Appendix A implementation, risk assessments, operational risk assessments, and Business Process Review and System Integration (BPR). Ms. Bonner has led and managed internal controls engagements at VA, SEC, USMC and DOL in terms of delivering comprehensive support to client leadership, creating solutions and troubleshooting issues to ensure the client meets all OMB A-123 and FMFIA compliance requirements over their financial reporting and operational internal controls. She has performed OMB A-123 internal controls assessment to include updating process narratives, Risk and Control Matrices (RCMs) and conducting test of design and operating effectiveness testing. In addition, Ms. Bonner has extensive experience leading teams in building a robust internal controls program that documents process narratives and controls, conducts testing of design and operational effectiveness, and creates corrective action plans to remediate identified control deficiencies.

EXPERIENCE RELEVANT TO RFQ

Department of Veteran Affairs – Internal Controls Review and Risk Management; 02/2018 – Present

Ms. Bonner supports the VA Office of Information Technology engagement which assesses controls over operations and financial systems to ensure compliance with FMFIA and OMB Circular A-123. Ms. Bonner leads a team of 12 personnel in the execution of an FMFIA Section II and Section IV compliance programs including performing risk assessments, review of operational processes and VA financial systems. She provides strategic and technical guidance to the team and to OIT management. In addition to, development of ad-hoc briefings, memos, and other materials such as Service Organization Controls memo and training and communicated all issues to OIT management. Ms. Bonner leads a team in the execution and oversight for operational internal control assessments to include development of risk and control matrices and testing plans and develop methodology and tool for assessing and aggregating the severity of deficiencies. She also leads the team in the review of system security and business process application level controls testing. Recommendations related to improvement of documentation, overall Federal Financial Improvement Act compliance process, alignment of work to support IT material weakness, and overall approach to meet OIT goals are provided. Ms. Bonner also developed a SOC review tool and SOC checklist that were included in the IT acquisition contract packages and updated policy

Reference: [redacted]; 810 Vermont Ave NW, Washington D.C.; 202-461-0335; [redacted]

U.S. Securities and Exchange Commission (SEC) – Risk Management and Internal Controls Review; 01/2014 – 02/2018

SEC required support in identifying, assessing and controls over operations and the development and implementation of its operational risk management program. Ms. Bonner lead a team of in providing risk management and internal control support to ensure controls over operations are effective, compliance with laws and regulations to ensure compliance with OMB Circular A-123 and top operational risk are properly mitigated. Ms. Bonner planned and scoped the development of an operational risk management program office. She led the team in providing technical assistance for risk and control assessments to various process owners where she conducted interviews with SEC divisions and office process owners and managers, identified and/ or updated risks, developed and/or updated control objectives, assessed their impact and performed design reviews of relevant controls. Ms. Bonner also provided oversight in the development of detailed test plans for testing operational

effectiveness and executed testing and assessed results; provided operational improvement recommendations to management. While supporting risk management activities Ms. Bonner, reviewed, analyzed and provided recommendations on the top agency operational risks identified and the extent to which the operational risks align with the strategic initiatives, risk appetite and risk tolerance of the Agency. Determined risk management framework and methodology along with activities and operations of agency program office.

Reference: [redacted] 100 F St, NE Washington D.C.; [redacted]

Department of Labor -Internal Controls Review and Risk Management; 04/2011-10/2012

Ms. Bonner supported the Chief Financial Officer Office with conducting OMB Circular A-123 Appendix A internal control assessments and conducted independent verification and validation of business processes remediation activities. She documented narratives, control objectives, control activity templates, test plans and performed testing in the areas of Financial Reporting, Grants Management, Fund Balance with Treasury, Budgetary Resources Management, Procurement/AP and HR/Payroll. Provided recommendation for deficiencies and communicated deficiencies to executive leaders. She also provided technical guidance to the team and client and provided weekly updates to management and identified and assessed severity of internal control deficiencies.

Federal Emergency Management Agency–Internal Control Reviews and Risk Management; 01/2009-01/2011

Ms. Bonner supported FEMA engagement in performing internal controls assessments and risk management. She specifically managed a team which reviewed narratives, flowcharts, control objectives, risk and control matrices, test plans and performed testing in the areas of Financial Reporting, Grants Management, Fund Balance with Treasury, Budgetary Resources Management, Payment Management, Human Resource/Payroll Management and Working Capital Fund. Ms. Bonner provided weekly updates to management and identified and documented internal control deficiencies and performed verification and validation of remediation efforts. Additionally, developed an internal controls risk assessment methodology to prioritize and assess remediation activities and internal control reviews for Internal Controls over Financial Reporting (ICOFR) and Internal Controls over Operations (ICOOPs). Ms. Bonner developed a multi-year implementation plan that allowed for improved financial reporting and operational processes and infrastructure. Through the risk assessment process, she interviewed executives and key personnel in order to identify risk related to business processes that ultimately impact strategic goals and objectives. The results of the interviews were documented in a detailed Risk Strategy Map, Risk Register, and Annual Plan.

Various Federal Agencies (HHS, CMS, SSA, GSA) –Financial Statement Audit; 09/2003 – 09/2008

Ms. Bonner planned, supervised, and executed complex financial statement audits across all financial statements including the statement of social insurance in accordance with the in accordance with the FAM, GAO, OMB Circular A-136, OMB Circular A-11, Government Auditing Standards, and other federal government regulations on behalf of the inspector general office. She developed new or enhanced existing auditing procedures/programs to meet changing client demands including creating and organizing audit workpapers. Additionally, identified and maximized synergies between various departments to provide for enhanced risk coverage, more efficient operations, and increased team knowledge and reported key issues and risks to the appropriate client management including recommendations to enhance controls and diminish risk. Ms. Bonner also performed controls and substantive testing, in accordance with federal regulations and monitored these areas throughout the audit cycle to recommend improvements to improve the efficiency and effectiveness of operations and prepared quality written documents such as reports and presented audit results to management in order to strengthen key controls and ensure compliance.

EMPLOYMENT HISTORY

- BDO Public Sector, LLC, 2020 - Present
- MorganFranklin Consulting, 2011 - 2020
- PricewaterhouseCoopers, 2003 - 2011

EDUCATION

- Master of Accounting and Information Technology, University of Maryland University College- Adelphi MD
- Bachelor of Science in Accounting, Virginia State University – Petersburg, VA

PROFESSIONAL LICENSES/AFFILIATIONS

- Certified Public Accountant (CPA)
- American Institute of Certified Public Accountants (AICPA)
- Project Management Professional (PMP)
- Project Management Institute (PMI)



Qualifications Based on the Categories in the RFQ

Category 1 ✓
Program and Process Management Auditing

Category 2 ✓
Financial Auditing and Grant Management

Category 3 ✓
Integrity Monitoring/Anti-fraud

CLIVIA LAINEZ

- Role on Project: Project Manager
- Total Years of Relevant Experience: 17 years

SUMMARY OF QUALIFICATIONS

Clivia has over 15 years of professional finance experience with focus on Government Finance & Compliance. For the better part of Clivia's career she supported federally funded organizations in various management roles bringing extensive hands-on experience with compliance matters relating to Federal Acquisition Regulations, Agency Supplements, and Uniform Guidance; in particular uniform administrative requirements, cost principles, and audit requirements for federal awards. In these roles Clivia engineered and implemented business process with adequate controls to support sound financial management of grant dollars while complying with applicable regulatory frameworks.

EXPERIENCE RELEVANT TO RFQ

Cuyahoga Metropolitan Housing Authority (CMHA); 4/2020 – Present

Clivia provides CMHA with advisory services related to FEMA public assistance grant applications and grants management as it relates to disaster relief funding. Clivia leads a team that reviews costs eligibility per FEMA guidelines and verifies that all costs claimed are fully supported with accurate and complete documentation. Clivia prepares and submits grant applications and guides her client through the FEMA and State review process. Support also includes review of the organization policies and procedures including procurement policies to ensure compliance with 2 CFR 200. Clivia's team identifies any compliance gaps that may exist in CMHA's policy documentation and provides recommendations to remediate those gaps to ensure full compliance with the regulation.

Reference: [redacted] Chief Financial Officer; 8120 Kinsman Road; Cleveland, Ohio 44104; [redacted]

Governors Highway Safety Association (GHSA): 2018 – Present

Clivia provides ongoing advisory services related to government contract and grant financial management. Services include developing policies and procedures for identification and segregation of direct costs from indirect cost, proper allocation of indirect cost to direct cost objectives, and proper subgrant and subrecipient monitoring. Clivia has developed tools to facilitate vendor vs. subrecipient determination, subrecipient risk evaluations, and annual subrecipient monitoring. Clivia also supports this client with ad-hoc compliance requests such as matters related to indirect cost rates, contract bid compliance, and other miscellaneous matters.

EMPLOYMENT HISTORY

- BDO, USA, 2017 - Present
- CSC/DXC, 2016 – 2017
- Obsidian, 2015 - 2016
- RSM, 2013 - 2015
- UIC Family of Companies, 2003 - 2005, 2007 - 2013
- National Association of Schools of Music, 2005 - 2007

EDUCATION

- Master of Business Administration, George Mason University
- Bachelor of Science in Finance, George Mason University

PROFESSIONAL LICENSES/AFFILIATIONS

- National Defense Industrial Association
- Director at Large, GMU School of Business Alumni Association



Qualifications Based on the Categories in the RFQ

Category 1 ✓
Program and Process Management Auditing

Category 2 ✓
Financial Auditing and Grant Management

Category 3 ✓
Integrity Monitoring/Anti-fraud

KATIM FAAL

- Role on Project: Project Manager
- Total Years of Relevant Experience: 10 years

SUMMARY OF QUALIFICATIONS

Mr. Faal has extensive experience in a wide variety of financial management functions. These functions include audit readiness, remediation, regulatory compliance audits, account reconciliations, business process analysis/improvement, and talent development. Mr. Faal has spent several years providing federal financial management services to a range of government agencies. In his many roles, Mr. Faal conducted full scope OMB Circular A-123 Appendix A assessments and audit remediation services for a number of components within the Department of Health and Human Services and the Department of Homeland Security.

EXPERIENCE RELEVANT TO RFQ

Beverly Hospital CARES Act FEMA Funding Administration 7/2020 – Present

Mr. Faal manages the engagement with Beverly Hospital, helping the hospital prepare and submit claims for COVID-19 expenses for reimbursement under the FEMA Public Assistance Grant Program. In this role, Mr. Faal manages the coordination between Beverly Hospital, the State of California and FEMA. He oversees the analysis and reconciliation of cost data, reviews of supporting documentation for allowability and preparation of claims for submission.

Reference: [redacted] 309 West Beverly Boulevard, Montebello, CA 90640; [redacted]

Department of Homeland Security, Federal Emergency Management Agency, OMB Circular A-123: 3/2016 – 7/2020

Mr. Faal supported FEMA, where he managed a team in providing support to FEMA's Grant Programs Directorate (GPD). In this role, Mr. Faal oversaw the development of an Internal Control Framework to aid in the establishment of the Internal Control Branch responsible for strengthening the internal control environment around FEMA's Grant Programs. The development of the framework included assessment methodologies, audit liaison protocols, guides for effective remediation, trainings, and risk assessment tools. The assessment methodologies focus on identification and assessment of risks within the Grants environment, aligning the approach to OMB Circular A-123. Mr. Faal has also supported GPD in the development and implementation of Agency-wide policies and procedures as part of the Agency's reorganization.

Mr. Faal also managed a team in providing support for FEMA's Public Assistance disaster grants management program. In this role, Mr. Faal oversaw the execution of an internal control framework supporting disaster operations for hurricanes Harvey, Irma and Maria, the design of standard operating procedures and associated internal controls for existing and new business processes within the internal control environment, and execution of testing improper payments. Mr. Faal supported the development and establishment of the VAYGo (Validate As You Go) program which audits funding received by states for federally declared disaster relief. Mr. Faal also oversaw annual testing of internal controls related to disaster grant funds to align with improper payment testing.

Mr. Faal also managed a team in conducting the A-123 Appendix A Internal Control assessment over the Grants Management process and developing an internal control framework for disaster grants. In this role, Mr. Faal oversaw the Test of Design (TOD) and Test of Effectiveness (TOE) phases including process documentation, flowcharting, control testing, and corrective action plan development and implementation. Managed the design of internal controls, development of a risk assessment tool, and testing, reporting and remediation methodologies. Additionally, Mr. Faal was responsible for preparing briefing material and formal correspondence used by the client to inform Regional Administrator's about findings and recommendations discovered during the TOD and TOE phase of the A-123 Appendix A Assessment.

Reference: [redacted] 500 C St. SW, Washington D.C.; [redacted]

Department of Health and Human Services, Assistant Secretary for Preparedness and Response, OMB, Circular A-123: 4/2015 – 3/2016

Mr. Faal supported the A-123 assessment and audit readiness activities over major business processes and key risk areas for the Assistant Secretary for Preparedness and Response. In this role, Mr. Faal supported the development and executions of the overall FMFIA assessment, specifically, drafting transaction cycle memos and assurance statements, identifying key risk areas in major business processes, and performing control testing. Mr. Faal performed a comprehensive analysis of Undelivered Orders (UDO) data and developed a methodology to research, monitor, and closeout valid UDOs. He leveraged the methodology developed to derive a UDO research and reconciliation policy implemented to remediate deficiencies around UDOs and contract closeouts. He performed ad-hoc duties such as year-end purchase card reconciliations, desk guide development for Budget Execution staff and A-123 training for key process owners.

Reference: [redacted]; 200 Independence Ave., SW, Washington, D.C. 20201; [redacted]

Depart of Health and Human Services, Food and Drug Administration, Audit Readiness: 11/2013 – 4/2015

Mr. Faal supported audit readiness and remediation activities around key business process areas for the Food and Drug Administration. He reconciled significant deficiencies related to property and facilitated working sessions with property stakeholders to develop internal procedures for reconciling property items. He performed root cause analysis and monitored and tracked progress of property reconciliation against targets and metrics. Mr. Faal developed a mechanism to evaluate, monitor and maintain UDOs and managed the de-obligation process of invalid UDOs. He performed analysis on historical data and developed corrective action plans related to interagency agreements and served as liaison between offices to facilitate knowledge sharing and accurate use of payment management system. He served as subject matter expert around reconciliation of financial activity of interagency agreement participants. Mr. Faal also administered a training workshop for the Budget staff to disseminate knowledge of the Federal Budget Process.

Booz Allen Hamilton, Regulatory Compliance Audits: 8/2010 – 11/2013

Mr. Faal supported Booz Allen's Regulatory Compliance team where he performed audits around Federal Acquisition and Regulations and Travel Regulations. He implemented process improvements which increased efficiency in audits and mitigated risk around cash advances

Reference: No reference here

EMPLOYMENT HISTORY

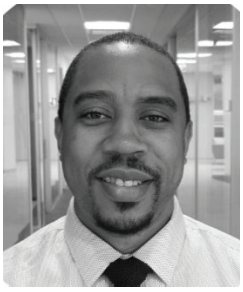
- BDO Public Sector, LLC, 2016 - Present
- TeraThink Corporation, 2015 - 2016
- Deloitte & Touché LLP, 2013 – 2015
- Booz Allen Hamilton, 2010 – 2013

EDUCATION

- Bachelor of Science – Accounting, Virginia Tech, Blacksburg, VA
- Bachelor of Science – Finance, Virginia Tech, Blacksburg, VA

PROFESSIONAL LICENSES/AFFILIATIONS

- Association of Government Accountants (AGA)



Qualifications Based on the Categories in the RFQ

Category 1 ✓
Program and Process Management Auditing

Category 2 ✓
Financial Auditing and Grant Management

Category 3 ✓
Integrity Monitoring/Anti-fraud

BRYCE JONES

- Role on Project: Project Manager
- Total Years of Relevant Experience: 11 years

SUMMARY OF QUALIFICATIONS

Mr. Jones spent nine years in the federal government working the three different business areas of grants management – Review, Program, and Grants Management – at the Food and Drug Administration and two institutes at the National Institutes of Health: National Cancer Institute (NCI) and the National Institute for Alcohol Abuse and Alcoholism (NIAAA). Mr. Jones is also an experienced grants management auditor as a federal employee and a contractor. Mr. Jones has provided subject matter expertise extensive knowledge of the cradle-to-grave grants administration, cooperative agreements, Uniform Guidance, 2 CFR 200 (Subparts A through E), 45 CFR Part 75, 38 CFR Part 62, the Cash Management Improvement Act, OMB Circular A-123 and the Health and Human Services Grants Policy Administration Manual (GPAM).

EXPERIENCE RELEVANT TO RFQ

Department of Labor, Employment and Training Division; 02/2020 – Present

Mr. Jones supports the DOL's ETA engagement which is tasked with developing post-award grants risk management activities for both discretionary and formula grants including but not limited to Youth Build, Unemployment Insurance, and Workers' Compensation. Mr. Jones has identified risk factors for discretionary and formula grants and has developed Standard Operating Procedures for monitoring and risk management activities. Mr. Jones also provides training for conducting account reconciliations, oversight and monitoring activities for Division of Internal Control, Risk Management and Systems (DIRS).

Reference: [redacted] 200 Constitution Ave NW, Washington D.C.; [redacted]

Department of Veterans Affairs Supportive Services for Veteran Families Audit 01/2019 – 02/2020

At the VA, Mr. Jones led teams that conducted fiscal fitness and operational compliance audits for the Supportive Services for Veteran Families (SSVF) Program. Mr. Jones trained team members and provided subject matter expertise on proper interpretation and application of relevant regulation when conducting audit activities and site visits, including 2 CFR 200, 38 CFR Part 62, the Cash Management Improvement Act and the SSVF Program Guide. Mr. jones led technical and programmatic meetings with VA stakeholders after identifying inconsistencies in program regulations and mitigating compliance pain-points to include, indirect cost rates discrepancies, allowable and allocable costs, clarifying differences between regulatory interpretation and implementation. Mr. Jones demonstrated advanced knowledge of federal financial system like the Payment Management System and Federal Audit Clearinghouse to further aid in review of auditees' financial statements and documents relative to federal grant funds. Mr. Jones also developed executive briefs and summary of finding reports issued by to auditees, outlining corrective action plans and reviewed auditees' CAPs to ensure their implementation was adequate and verified the completion of CAPs.

Reference: [redacted] 1615 Woodward St., Austin, Texas; [redacted]

Government of the Virgin Islands Grants Account Receivable and Audit Readiness 08/2018 – 11/2018

Mr. Jones supported the Government of the Virgin Islands (GVI) Grants Account Receivable and Audit Readiness engagement as the federal grants management subject matter expert. Mr. Jones led and conducted audit meetings and receipt testing with multiple GVI department leaders and staff to identify formula and discretionary grants programs with large A/R balances. Mr. Jones' efforts with the entire engagement team improved the GVI audit opinion and capabilities for managing Hurricanes Irma and Maria disaster relief aid from FEMA.

Reference: [redacted] 2314 Kronprindsens Gade, Charlotte Amalie, VI; [redacted]

Grants Management Specialist, Food and Drug Administration 07/2015 – 07/2018

At the FDA, Mr. Jones independently managed a grant portfolio of approximately 80–100 grants for the Center of Veterinary Medicine, the Center for Tobacco Products, the Office of Regulatory Affairs, the Center for Biologics Evaluation and Research, and the Center for Drug Evaluation and Research, and managed FDA's specialized grant programs to include the Small Business Innovative Research (SBIR) Grants and Mr. Jones also served as the FDA's Grants Systems Coordinator ensuring grants management staff were informed of changes to pertinent systems by providing technical assistance to FDA's grants management staff and grantees including but not limited to eRA/IMPACII grants administration system, Grants.gov, Catalog of Federal Domestic Assistance (CFDA), Sam.gov, and the Federal Audit Clearinghouse. Mr. Jones also served as FDA's Grants Management point of contact for the Digital Accountability and Transparency Act (DATA) Act and A-123 Audit Office and coordinated with the Office of Financial Management and Office of Information Management and Technology, while conducting quantitative analysis of awarded grants to reconcile discrepancies to provide the Department of Treasury with accurate grants information. Mr. Jones conducted quantitative analysis using reports generated by FDA's grants management systems of awarded grants, post-award actions, and unawarded grants balances to provide to senior staff, including by not limited to the Director of the Office of Acquisition Services and the Chief Financial Officer, with accurate reporting of grants financial information. Mr. Jones also chaired and led Objective Review Committees for grant applications prior to award and provided policy expertise for FDA centers funding decisions, to include skip-pay justifications.

Reference: [redacted] 4041 Powder Mill Road, Beltsville, MD; [redacted]

National Cancer Institute, Division of Cancer Biology 07/2012 – 07/2015

Mr. Jones supported the Division of Cancer Biology by serving as the Scientific Conference coordinator for the Office of the Director and 6 branches; the scientific conferences were often preliminary meetings prior to the development of new grant programs and initiatives. In this capacity, Mr. Jones created and developed a declining budget to better manage costs after the division's budget decreased. Mr. Jones developed SOPs for DCB's Scientific Conferences that are still in use.

Reference: [redacted]; 9609 Medical Center Drive, Bethesda, MD 20850; [redacted]

EMPLOYMENT HISTORY

- BDO USA, LLP, 2020 - Present
- MorganFranklin Consulting, LLC, 2018 - 2020
- Food and Drug Administration, Office of Acquisition and Grants Services, Division of State Acquisition, Agreements and Grants, 2015 – 2018
- National Cancer Institute, Division of Cancer Biology, 2012 – 2015
- National Institute on Alcohol Abuse and Alcoholism, Office of Extramural Activities and Division of Treatment and Recovery Research, 2009 to 2012

EDUCATION

- Bachelor of Science in Business, Concentration: Finance and Marketing, Mount St. Mary's University

PROFESSIONAL LICENSES/AFFILIATIONS

- Association of Certified Fraud Examiners (ACFE)



Qualifications Based on the Categories in the RFQ

Category 1 ✓
Program and Process Management Auditing

Category 2 ✓
Financial Auditing and Grant Management

Category 3
Integrity Monitoring/Anti-fraud

KEVIN FULLER

- Role on Project: Project Manager
- Total Years of Relevant Experience: 11 years

SUMMARY OF QUALIFICATIONS

Mr. Kevin Fuller serves as Deputy Director of Recovery for Hagerty Consulting. He is a project manager and financial management professional with over 11 years of public sector experience. Mr. Fuller has extensive experience managing teams and FEMA disaster recovery operations for state and local clients, including Public Assistance, 404 and 406 Hazard Mitigation programs. He also has provided support to various jurisdictions with technical assistance, including financial analysis, training, and appeal support.

At Hagerty, Mr. Fuller is currently serving as Project Manager for a number of hospitals in the State of Washington with their COVID-19 Cost Recovery needs, in addition to supporting the Maryland Department of Health on their COVID-19 Recovery. In addition, he most recently supported clients in Florida (Sarasota Memorial Hospital), South Carolina (Horry County, Town of Surfside Beach), and Nebraska (Nebraska Emergency Management Agency) to recover from disasters. His work includes providing financial analysis, policy expertise, and grant management advice. He supports the tracking, spending, drawdowns, and funding from all grant sources. Mr. Fuller is knowledgeable in Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program and Hazard Mitigation Grant Program (HMGP), as well as funding programs established by the CARES Act, including the HHS Provider Relief Fund and Treasury Coronavirus Relief Fund.

Prior to his work with Hagerty, Mr. Fuller worked as a Public Sector Financial Management Senior Consultant with IBM Global Business Services during Hurricane Katrina/Rita Relief Project – Parish Strike Team for the Federal Emergency Management Agency (FEMA). He successfully negotiated with landowners and parish officials to secure temporary housing sites for hurricane evacuees in two Louisiana parishes.

EXPERIENCE RELEVANT TO RFQ

Maryland State Department of Public Health, COVID-19 Cost Recovery | Hagerty Consulting, Inc.; 9/2020 – Present

Mr. Fuller serves as a senior Recovery Consultant for COVID-19 Cost Recovery in Maryland. His expertise includes, but is not limited to, the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program; funding under the Coronavirus Aid, Relief, and Economic Security (CARES) Act; and federal recovery programs available or potentially available to support recovery of costs associated with response activities. In order to ensure a focused recovery, he provides ongoing support cost recovery related to the COVID-19 emergency. Mr. Fuller is currently assisting with the development of FEMA Public Assistance projects related to state-wide COVID-19 response costs. These include over $500 million on PPE expense, Alternate Care Sites, Hospital Surge, and Mortuary costs. Also, he provided subject matter expertise in identifying and prioritizing various funding sources as to optimize overall financial recovery.

Reference: [redacted]; 259 Najoles Rd, Millersville, MD 21108; [redacted]

Washington State Hospital Association, University of Washington Medicine, Virginia Mason, MultiCare, Evergreen Health, Skagit Regional Health, COVID-19 Cost Recovery | Hagerty Consulting, Inc.; 4/2020 – Present

Mr. Fuller is the Project Manager for Hagerty's team assisting multiple hospitals and hospital associations in Washington State as they address the ongoing COVID-19 pandemic. For the Washington State Hospital Association (WSHA), Mr. Fuller prepared and presented COVID-19 cost recovery webinars for WSHA members, as well as led individualized breakout sessions for interested hospitals. To date, he has also assisted in the development of over $100 million in expedited funding requests, as well as developing a strategic approach for the claiming of

costs between FEMA, the Health and Human Services (HHS) Provider Relief Funding, and the U.S. Treasury Department Coronavirus Relief Fund.

Reference: [redacted]; 999 3rd Ave., Suite 1400, Seattle, WA 98104; [redacted]

Sarasota Memorial Hospital Disaster Recovery| Hagerty Consulting, Inc.; 11/2017 – 11/2020

Mr. Fuller led a consultant team focused on seeking reimbursement for emergency protective measures costs for a public hospital related to Hurricane Irma in 2017. Mr. Fuller advised Sarasota Memorial Hospital (SMH) on the eligibility of labor costs related to a mandated hospital lockdown after Hurricane Irma impacted the community. This led to a $1.1 million labor claim focused on overtime stand-by time costs for hospital workers off-shift time in accordance with FEMA policy.

Reference: [redacted]; [redacted]; 1700 S. Tamiami Trail, Sarasota, FL 34239; [redacted]

St. Marks Medical Center Disaster Recovery | Hagerty Consulting, Inc.; 12/2017 – 12/2018

Mr. Fuller led a consultant team focused on seeking reimbursement for emergency protective measures costs for a private non-profit hospital related to Hurricane Harvey in 2016. He worked closely with hospital staff to fully document costs related to securing emergency water supplies when local water quality was compromised as a result of Hurricane Harvey. In addition, he worked to resolve legal responsibility for roof repairs between FEMA, insurance, and the roof warranty company to ensure no duplication of benefit issue with FEMA.

Reference: [redacted] 1 St. Marks Place, La Grange, Texas 60525; [redacted]

Town of Surfside Beach Disaster Recovery | Hagerty Consulting, Inc.; 1/2016 – 1/2020

Mr. Fuller led a consultant team focused on seeking reimbursement for damages to the Town's publicly-owned fishing pier due to Hurricane Matthew in 2016. By leveraging FEMA's 428 Alternative Procedures program, Mr. Fuller was able to increase the project value from an initial $60,000 repair to nearly $10 million for a full replacement pier with additional hazard mitigation. The pier project is the first time the 428 Program has ever been utilized to combine full replacement with mitigation in the same project.

Reference: [redacted]; 740 Shady Lane, Surfside Beach, SC 29575; [redacted]

Horry County, South Carolina Disaster Recovery | Hagerty Consulting, Inc.; 10/2015 – 10/2018

Mr. Fuller led a team of professionals in providing comprehensive disaster recovery and financial and grant management services to Horry County, that sustained approximately $20 million in damages following a series of serve storms in October 2015 and Hurricane Matthew in 2016. Helped to identify all potentially eligible damages that may be claimable through insurance, FEMA's PA Program, or other funding sources. He worked directly with South Carolina Emergency Management Division (SCEMD) and FEMA to secure approval of accelerated depreciation of purchased equipment used in emergency beach berm construction being used in a saltwater environment, netting the County an additional $160 thousand, compared to the $0 FEMA initially approved.

Reference: [redacted]r; 1301 2nd Ave, Conway, SC 29526; [redacted]

EMPLOYMENT HISTORY

- Hagerty Consulting, 2013 - Present
- IBM Global Business Services, 2005 - 2011

EDUCATION

- Master of Business Administration, Alliance Manchester Business School
- Bachelor of Science in Business Administration, Georgetown University

PROFESSIONAL LICENSES/AFFILIATIONS

- Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program Expertise

3.4.3. SUBJECT MATTER EXPERTS



Qualifications Based on the Categories in the RFQ

Category 1 ✓
Program and Process Management Auditing

Category 2 ✓
Financial Auditing and Grant Management

Category 3 ✓
Integrity Monitoring/Anti-fraud

STEVE HAGERTY

- Role on Project: Subject Matter Expert (SME)
- Total Years of Relevant Experience: 27 years

SUMMARY OF QUALIFICATIONS

Mr. Steve Hagerty is an emergency management consultant, entrepreneur, and business executive with over 25 years of professional experience managing large-scale public-sector emergency management programs. He has served as a consultant in strategic planning, process improvement, policy analysis, and change, financial, and grant management for a variety of clients including the United States Department of Homeland Security (DHS) and its Federal Emergency Management Agency (FEMA) in both Individual Assistance (IA) and Public Assistance (PA), the Department of Housing and Urban Development (HUD) Community Development Block Grant – Disaster Recovery (CDBG-DR), the U.S. House of Representatives, U.S. Army Corp of Engineers (USACE), the California Department of Forestry, the U.S. Patent Trademark Office, the U.S. Forest Service, state and local governments, and the private sector as well. Throughout his career, Mr. Hagerty has been looked upon to reengineer, manage, and lead large, complex, politically sensitive federal programs, including the NYC Hurricane Sandy Recovery Project, the outsourced $7.4 billion federal recovery effort after 9/11, and the $1.4 billion Special Community Disaster Loan (CDL) Program established by U.S. Congress after Hurricane Katrina. Throughout his career, he has shown his zeal for improving government, implementing innovative ideas, challenging convention, and solving problems collaboratively.

Mr. Hagerty has had a career focused on the entire spectrum of preparedness, including emergency plan assessment, development, training and exercises through to disaster recovery programs. He has advised, consulted, or supported domestic threat issues through the development of plans related to evacuation, mass care, sheltering (human (including functional needs) and pets), logistics, active shooter, health emergencies, hazard mitigation, and long-term disaster recovery. Serving in both operational and advisory capacities, Mr. Hagerty has been in the front-line of the critical intersection of public and private funding programs following disasters. His knowledge of the rules and regulations, policies and procedures of the Stafford Act has resulted in a common understanding of the program benefits, expectations, and procedures for the applicants of the federal reimbursement PA program.

EXPERIENCE RELEVANT TO RFQ

New York City Housing Authority Program Management Services | Hagerty Consulting, Inc.; 3/2014 – 12/2020

Mr. Hagerty supports Hagerty Consulting, Inc. (Hagerty)'s 100+ person team to help manage the City's ~$15 billion recovery effort, including advisory and collaboration with city agencies on grant application and administration for the Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), and Housing and Urban Development (HUD) grants. He provided extensive written justification to receive a waiver from the Federal Coordinating Officer (FCO) to exceed the $10,000 per unit cap on the NYC Rapid Repair Program and received approval for approximately $60 million in funds for the NYC Essential Hotel Sheltering Program. He has created an insurance strategy to minimize the City's "obtain and maintain" and flood insurance requirements.

Reference: [redacted] 478 E Fordham Rd., 2nd Floor, Bronx, NY 10458; [redacted]

City of Austin, Texas Disaster Recovery | Hagerty Consulting, Inc.; 7/2016 – 6/2019

As executive sponsor, Mr. Hagerty led financial and grant management services responding to FEMA-4223-DR-TX (Severe Storms, Tornadoes, Straight-line Winds, and Flooding). He met with FEMA and Texas Division of Emergency Management (TDEM) to provide an overview of potentially eligible FEMA expenditures in Public Assistance Program Categories A-G and identify potential Section 428 Alternative Procedures Pilot Program projects. He assisted in

obtaining funding for a pedestrian bridge approval for full replacement, instead of simply repaired (50 percent rule), resulting in an additional estimated $200,000 for the city. With Mr. Hagerty's help, Hagerty Consulting, Inc. was successful in developing a plan to coordinate resources between HUD and local leadership.

Reference: [redacted], City of Austin, Office of Homeland Security and Emergency Management, 5010 Old Manor Rd., #330, Austin, Texas 78723, [redacted]

Horry County, South Carolina Disaster Recovery | Hagerty Consulting, Inc.; 10/2016 – 10/2021

Mr. Hagerty led a team of professionals to provide comprehensive disaster recovery and financial/grant management services to Horry County, which sustained roughly $1.4 million in damages following a series of severe storms in October 2015. He was crucial in the identification of eligible damages claimable through insurance, FEMA's PA Program, and other funding sources for maximum rebuild impact. He aided in securing an expedited re-nourishment of Horry County beaches under the responsibility of the U.S. Army Corps of Engineers (USACE) by highlighting the damages and developing a strategy to secure funding through coordination with USACE and congressional staff representing South Carolina.

Reference: [redacted] Horry County Government Community Development, 1515 4th Ave., Conway, SC 29526, [redacted]

EMPLOYMENT HISTORY

- Hagerty Consulting, 2001 - Present
- PricewaterhouseCoopers LLP (formerly Price Waterhouse), Office of Government Services, 1993 – 2001

EDUCATION

- Master of Public Administration (MPA), Maxwell School of Citizenship & Public Affairs, Syracuse University – Bachelor of Science in Consumer Studies, Syracuse University

PROFESSIONAL LICENSES/AFFILIATIONS

- Federal Emergency Management Agency (FEMA) Public Assistance (PA) Instructor
- Advisory Board Member, Syracuse University, Maxwell school of Citizenship and Public Affairs



Qualifications Based on the Categories in the RFQ

Category 1 ✓
Program and Process Management Auditing

Category 2 ✓
Financial Auditing and Grant Management

Category 3
Integrity Monitoring/Anti-fraud

LAURANCE ALVARADO

- Role on Project: Subject Matter Expert (SME)
- Total Years of Relevant Experience: 35 years

SUMMARY OF QUALIFICATIONS

Mr. Alvarado has developed strategies, designed organizations, and led multi-billion-dollar projects and transformation initiatives. With 35 years of experience working in over 30 countries he has a unique perspective of transformation, strategy, and operations in diverse environments.

Over the last 11 years Mr. Alvarado has started several ventures to include health care software; data analytics; communication management technology; industrial real estate technology; and an EASA-certified aviation MRO. He has served in senior leadership positions in a NYC-based turnaround and restructuring firm and in a Dubai-based sovereign wealth fund.

Mr. Alvarado spent 13 years with KPMG LLP (later BearingPoint) and served in senior leadership positions to include Managing Director, Middle East and Managing Director of Border Security and Transportation. He led several large-scale transformation initiatives and major engagements to include those with Customs and Border Protection, U.S. Coast Guard, Department of State, and the Department of Defense.

He was an officer in the USAF working in aviation and logistics (F-15, F-16, A-10, F-117, C-130) and finished his active-duty service in the Weapons Branch supporting the Secretary of the Air Force International Affairs staff.

In addition, Mr. Alvarado is an Adjunct Assistant Professor at the Busch School of Business at The Catholic University of America, and a Lecturer at Georgetown University.

EXPERIENCE RELEVANT TO RFQ

Special Inspector General for Afghanistan Reconstruction, Kabul, Afghanistan; 11/2010 – 03/2011

Authored a White Paper for GEN David Petraeus and BG H.R. McMaster addressing the integrity of the flow of funds from the three major Afghanistan trust funds (Afghanistan Reconstruction Trust Fund, Law and Order Trust Fund for Afghanistan, and Counter Narcotics Trust Fund) into mission realization in Afghanistan. Introduced roles and responsibilities for a 3rd Party Fiduciary to independently manage the funds to enable transparency and accountability with programmatic intent.

Reference: GEN (ret) David Petraeus; LTG (ret) H.R. McMaster

Department of Public Welfare, Harrisburg, Pennsylvania; 03/2011 – 12/2011

Provided strategic, operational and restructuring consulting to the Secretary of Department of Public Welfare, Commonwealth of Pennsylvania

- Identified and created implementation plans to realize over $1B in cost savings over 18 months
- Prioritized major programs to facilitate the first and second stages of the five-year path to welfare reform, which will fundamentally change Medicaid service delivery for certain services
- Structured program plans for major program overhauls, business transformation and improvement in statewide information technology infrastructure and architecture
- Established a department-wide governance entity and structure to direct programmatic implementation for multibillion-dollar welfare programs directly reporting to the Secretary. Apportioned resources to focus on priority programs with the best ROI and legislative resonance

Reference: [redacted]

Dubai Holding, Dubai, United Arab Emirates; 4/2008 – 6/2009

Led the strategy, development and implementation of a governance framework, organization and information technology requirements for a new city to rival the size and scope of Hong Kong and Singapore

- Structured plans, budgets, enterprise architecture and implementation strategies and designing 30 organizations, hundreds of processes, and thousands of procedures and laws to catalyze economic development, improve social harmony and retain cultural identity
- Created an Administrative Authority to include all central management, information technology requirements and headquarters functions to include: One Stop Shops; Regulatory entities; Judiciary; Court Systems; Economic Development Board; and all operational functions to run a large city
- Created Staffing requirements, Key Performance Metrics, Salary Scales, and Day 1 transition plans to grow an entity from 100 people to over 1500 people in 19 months
- Benchmarked standards such as the Commitment for Development Index, Transparency International, private investment attractiveness, agriculture development index, Code of Good Practices for Fiscal Transparency, Competition Policies in Emerging Markets, Commitment to Health Index, Social Sustainability Metrics, and other indices and best practices

Reference: Sheikh Farhan Fahradooni

Departamento de Salud (Department of Health), San Juan, Puerto Rico; 3/2009 – 2/2010

Provided strategic and operational consulting to support the government-wide debt restructuring law, Ley 7, which included the reform and transformation of the Departamento de Salud in San Juan, Puerto Rico. Worked with the Secretary of Health to meet agency-downsizing goals while maintaining critical health and social services for 27 agencies, departments, and hospitals throughout Puerto Rico, which included

- Direct patient care
- Public health
- Administrative public services
- Certifications, licensing, and inspections
- Grants management

Reference: (Former) Senior Advisor to the Secretary, Department of Health, [redacted];

U.S. Customs (Customs and Border Protection) Modernization, Washington, D.C.; 08/2001 – 08/2003

Director of Business Transformation for $5B+ information technology and operational modernization effort for the U.S. Customs and Border Protection (CBP)

- Reported directly to the CBP CIO and operated as the de facto chief of staff for the project. Developed the overall strategy for implementation, integration into the enterprise architecture, and interfaces with the operational elements of CBP
- Created stakeholder communication channels, forums for modernization advocates, and training and development requirements for over 15,000 people
- Led the cost-benefit analysis, economic analysis, budget, and performance measures, which helped optimize the IT-spend on a quarterly basis
- Adhered to constructs associated with the Federal Enterprise Architecture Framework, the Software Engineering Institute's Capability Maturity Model, all relevant IEEE standards, program management standards, and other federal, state and local requirements

Reference: [redacted]

EMPLOYMENT HISTORY

- BDO, 2020 - Present
- Georgetown University, 2020 – Present
- The Catholic University of America, 2014 - Present
- WARECAP, 2018 – 2020

- Othon Group International, 2009 – 2019
- Health Access Solutions, 2012 – 2015
- Dubai Holding, 2008 – 2009
- KPMG / BearingPoint, 1995 – 2008
- United States Air Force, 1986 - 1995

EDUCATION

- Executive Education, Columbia Business School;
- M.S. Management, Troy St University;
- B.B.A. Texas A&M University; B.B.A. Texas A&M University



Qualifications Based on the Categories in the RFQ

Category 1 ✓
Program and Process Management Auditing

Category 2 ✓
Financial Auditing and Grant Management

Category 3 ✓
Integrity Monitoring/Anti-fraud

ANTHONY TRASSATTI, CPA

- Role on Project: Subject Matter Expert (SME)
- Total Years of Relevant Experience: 21 years

SUMMARY OF QUALIFICATIONS

Mr. Anthony Trasatti, a Certified Public Accountant (CPA), has over 20 years of experience in accounting, auditing, and consulting at national and international levels. He specializes in large-scale program management, operational analyses, and financial and eligibility audits. Mr. Trasatti has served in a variety of operational and advisory roles for client projects and is currently working on Hagerty's New York City (NYC) Hurricane Sandy recovery project leading a team to assist the city in the $13.5 billion recovery effort. In addition, Mr. Trasatti serves as the lead advisor on a team supporting the New York City Housing Authority (NYCHA) Program Management Services.

Over the past 20 years, Mr. Trasatti has worked nearly all of the major catastrophic disasters including 9/11, the Florida hurricanes of 2004, Hurricane Katrina in New Orleans and, currently, Hurricane Sandy in New York City.

Prior to working on Hurricane Sandy recovery, Mr. Trasatti served as the Project Executive for an 18-person team providing financial and program management support to the City of New Orleans' disaster recovery program – comprised of Housing and Urban Development (HUD) appropriated Community Development Block Grant-Disaster Recovery (CDBG-DR) and Federal Emergency Management Agency (FEMA) Public Assistance (PA) grant funds. Earlier, Mr. Trasatti led a 25-person team for more than 38 months in providing program management support and technical assistance to FEMA's Louisiana Transitional Recovery Office (LA TRO) in the administration of the largest direct housing operation ever conducted in the nation. He developed processes, systems, and structures that allow federal executives to gain direct insight into the housing mission, resulting in the ability to more efficiently address the concerns of the Unites States (US) Congress and establish additional accountability.

Before Hurricane Katrina, Mr. Trasatti served in a variety of client operational positions. He was manager of the Data Analysis Unit for the Florida hurricanes in 2004 and the federal government's liaison to the New York/New Jersey Port Authority after 9/11.

EXPERIENCE RELEVANT TO RFQ

Center for Toxicology and Environmental Health, LLC (CTEH) State of Arkansas CARES Act Funds Management | Hagerty Consulting, Inc.; 7/2020 – 7/2023

Mr. Trasatti serves as a Subject Matter Expert surveying the state of Arkansas' CARES Act funding, including responsibility for the review and validation of CARES funding expenditures throughout the state. He works with local stakeholders and state administrators to ensure that the most effective and efficient use of CARES funding is attained. Mr. Trasatti utilizes decades of accounting and financial management experience to determine the best course of action regarding reimbursement/drawdown of funding, closeout, audits, appeals, and more as needed. Additionally, he assists in determining grant capabilities and external revenue sources.

Reference: [redacted], 5120 Northshore Drive, North Little Rock, AR 72118; [redacted]

California Office of Emergency Services (CalOES) Surge Capacity Staffing | Hagerty Consulting, Inc.; 6/2019 – 6/2022

Mr. Trasatti is the Recovery Coordination Advisor in support of staffing made available to CalOES for the purpose of developing long-term recovery support operations. In this role, he ensures the establishment of effective coordination structures for large-scale events, implements the Recovery Support Strategy (RSS), details all resources necessary for effective event response, and provides recovery operation updates. He manages team processes for effectiveness and provides options and insights to CalOES executive management professionals to deliver tested results.

Reference: Ryan Buras, Deputy Director; 3650 Schriever Ave, Mather, CA 95655; (916) 845-8911

New York City Housing Authority (NYCHA) Program Management Services| Hagerty Consulting, Inc.; 3/2014 – 12/2020

Mr. Trasatti initiates electronic online reporting of all agency Sandy-related expense and revenue modification and expenditures. Broadly, he assists in the oversight and management of NYCHA's "Sandy Resiliency and Renewal" Program to ensure that capital improvements, recovery and restoration of buildings and mechanical systems, and repair work for apartments may proceed as needed. He is responsible for introducing the Federal Emergency Management Agency (FEMA) project worksheets (PW) into New York City's financial workflow to provide comprehensive reporting and reduce redundancies or errors.

Reference: [redacted] 478 E Fordham Rd., 2nd Floor, Bronx, NY 10458; [redacted]

EMPLOYMENT HISTORY

- Hagerty Consulting, 2003 - Present
- PricewaterhouseCoopers LLP (formerly Price Waterhouse), 1990 - 2002

EDUCATION

- Bachelor of Business Administration in Accounting - James Madison University

PROFESSIONAL LICENSES/AFFILIATIONS

- American Institute of Certified Public Accountants (AICPA)
- Certified Public Accountant (CPA)



Qualifications Based on the Categories in the RFQ

Category 1 ✓
Program and Process Management Auditing

Category 2 ✓
Financial Auditing and Grant Management

Category 3 ✓
Integrity Monitoring/Anti-fraud

DAVID CLARK, CIA, CFE, CRMA

- Role on Project: Subject Matter Expert (SME)
- Total Years of Relevant Experience: 14 years

SUMMARY OF QUALIFICATIONS

For the past 14 years Mr. Clark has served federal and private industry clients in audit and advisory roles. In his decade plus of consulting, he focused on working with recipients of federal funding to support the development and implementation, and evaluation of, compliance and effectiveness of business processes and internal controls. He has led teams charged with reviewing cost allowability and financial compliance under the Federal Acquisition Regulation and 2 CFR 200, including supporting clients in managing and responding to audits by federal Offices of Inspector General (OIG). He assists clients in leveraging industry best practices and providing subject matter expertise to organizations working with federal funds.

EXPERIENCE RELEVANT TO RFQ

State of West Virginia CARES Act Funding Administration; 5/2020 – Present

Mr. Clark lead's the firms' engagement with the state of West Virginia, helping the state manage and administer over $1.8 billion received from various federal agencies through distributions of the Coronavirus Aid, Relief, and Economic Security (CARES) Act. In this role, he coordinates with the state's senior government officials to manage its strategy regarding the use of funds for various needs across the state and assesses allowability of spending decisions and related compliance across the multiple funding streams, with significant focus on the Department of Treasury's Coronavirus Relief Fund. Activities include providing subject matter expertise and interpretation of agency requirements and 2 CFR 200, reviewing costs claimed for allowability, and advising on strategy to enable effective spending of the full portfolio of funding received under the CARES Act.

Reference: [redacted] 1900 Kanawha Blvd, East, Charleston, WV 25305; [redacted]

Fairbanks North Star Borough (FNSB) Small Business Grant Program Administration; 8/2020 - Present

Assisted FNSB in designing and implementing three different economic support programs for small business affected by the financial impact of the COVID-19 pandemic. As each grant program is funded by FNSB's allocation of the state of Alaska's Coronavirus Relief Fund distribution, he supported the local government in establishing programs that comply with the Department of Treasury's guidance for use of these funds. He also trains and supervises the team responsible for review and audit of applications for funding, ensuring that the requested expense reimbursements are allowable and appropriately supported.

Reference: Krista Major, 907 Terminal St, Fairbanks, AK 99701; 907-459-1300; kmajor@fnsb.us

EMPLOYMENT HISTORY

- BDO USA, LLP, 2019- Present
- Baker Tilly Virchow Krause, 2019 - 2019
- Capital One Financial Corporation, 2016 - 2019
- Baker Tilly Virchow Krause (formerly Beers & Cutler), 2006 - 2016

EDUCATION

- Bachelor of Science in Commerce (concentrations in Finance and Management), University of Virginia – Charlottesville, VA

PROFESSIONAL LICENSES/AFFILIATIONS

- Certified Internal Auditor (CIA)
- Certified Fraud Examiner (CFE)
- Certification in Risk Management Assurance (CRMA)
- Institute of Internal Auditors (IIA)
- Association of Certified Fraud Examiners (ACFE)



Qualifications Based on the Categories in the RFQ

Category 1 ✓
Program and Process Management Auditing

Category 2
Financial Auditing and Grant Management

Category 3 ✓
Integrity Monitoring/Anti-fraud

WARREN BEINART

- Role on Project: Subject Matter Expert (SME)
- Total Years of Relevant Experience: 30+ years

SUMMARY OF QUALIFICATIONS

Mr. Beinart serves as a Director in BDO's Industry Specialty Services Group. He has over three decades of leadership experience as a Program and Organizational Change Management professional. He has led projects at organizations within both the private and public sector, focusing on design, implementation, process improvement, change management and leadership development. As a Program Manager, he places strong emphasis on establishing, improving and leading strong cohesive IT teams to provide optimal effective operations and critical services across the financial and government sectors.

Mr. Beinart is a seasoned professional who has overseen and maintained the full project development lifecycle and is adept at supervising large, multi-site teams. He is skilled at creating a seamless flow between business and technology, keeping his client abreast of project status at all times. Warren brings his considerable problem-solving, organizational change management and customer relationship skills to all his projects and has a unique ability to understand his client's needs and reacts appropriately to the constant changing of project environments.

EXPERIENCE RELEVANT TO RFQ

BDO – PMO Director Industry Specialty Services Group – 10/2019 – Present

- Established a PMO office within BDO providing guidance, standards and scalability across all projects
- Devised PM methodology and standard templates for use across the organization
- Developed customized PM training for staff at various levels within the Practice
- Supports BDO programs across all areas of nonprofit, government contracting, life science, higher education, and transformation services
- Leads the implementation effort to roll out a practice wide contracts management system

Alpha Omega Integration – Senior Program Manager – 11/2018 – 9/2019

- Senior Program on the SEC One IT IDIQ as one of only 14 Small Business firms
- Manage the program as the majority partner of a Joint Venture
- Respond to RFI & RFP Requests and manage stream of Task Orders released by the SEC
- Engage the customer and advise on potential new opportunities
- Perform Capture Analysis

Ascella Technologies, Inc - Program Director SME – 6/2017 – 7/2018

Client: Securities and Exchange Commission (SEC)

- Successfully co-managed a team of 30+ contracted staff as Program Director providing support services to the SEC's
- Office of Compliance Inspections and Exams (OCIE)
- Provided support to 3 task areas: Asset Verification, Advanced Analytics, and Examination Support
- Prepared Project Charter and developed project plan (MS Project) for managing requirements, development, and testing
- and all other major deliverables
- Facilitated and ran monthly Data Protection Committee meetings with SEC Senior Executive Management.
- Compiled and delivered all monthly status reports (MSRs) and participated in monthly Inter Program Review (IPR)
- Meetings with SEC contract management

- Built and maintained a Business Process Model using PlanView's Troux business modeling tool to consolidate and report on relationships and connectivity between all of OCIE's systems
- Led the Asset Verification team through the implementation of a new Reconciliation tool; ACL Analytics for Windows 13
- Developed a plan and led the transition of the Asset Verification reconciliation tool from SmartStream to ACL.
- Conducted weekly roll out meetings and coordinated the development of ACL user guides, job aids and training videos to be presented to SEC examiners countrywide

Reference: Jason Ivarone; Securities and Exchange Commission; 202-551-4634; ivaronej@sec.gov

Amyx, Inc. - Deputy Program Manager – 5/2015 – 6/2017

Client: Securities and Exchange Commission (SEC)

- Co-managed a team of 80+ contracted staff to providing O&M support services to the SEC OCIE and Enforcement divisions.
- Oversaw 4 task areas; Exam Support and CyberWatch SOC, Asset Verification, eDiscovery and Data Analytics
- Managed contractors supporting the creation of the first SEC CyberWatch SOC
- Managed the preparation of the contractual deliverable monthly status report covering financial data, risks, issues, technical status and staffing.
- Developed Project charter and project plans to manage deliverables from requirements phase through development, testing and deployment
- Prepared and delivered weekly Risk, Issues and Actions (RIA) log for multiple independent projects that received high acclaim from the client
- Wrote the PMP for the overall program and prepared the communications and Quality Assurance plans
- Successfully led and completed a CMMI Level 3 Scampi for the SEC's Asset Verification Project
- Supported the implementation and adoption of essential Exam support tools (e.g. SmartStream, Troux Technologies, ACL,
- Recommind Axcelerate) Successfully completed Recommind Axcelerate 5 eDiscovery Data Loading Specialist Training and supported team of 6 data loaders
- Delivered a mid-project review white paper to senior SEC management on the success of and improvements to the Asset
- Verification Project, which in turn increased and improved quality of Asset Verification deliverables by 60%
- Helped grow the contract from 8 to over 80 and achieve a steady burn rate over 97% throughout the lifecycle of the contract
- Conducted all contract staff reviews and made salary and bonus recommendations to Senior Management.
- Handled all staffing issues including 3 PIP reviews that helped the contractors involved identify weaknesses and improve performance resulting in a more cohesive and stronger team

Reference: [redacted], 47:1A-1, N.J.S.A. 1A-1.1 Personal identifying information

ECCO Select - Project Lead – 1/2015 – 6/2015

Client: Securities and Exchange Commission (SEC)

- Provided Subject Matter Expertise and FINRA Market Data Analysis as SME supporting development of a Registrant Tracking System for the SEC
- Successfully provided insight on software selection and data transfer
- Made recommendations on ways to improve the systems which were adopted by senior management and led to an eventual re-write of the application
- Received commendation from the SEC Client that resulted in a significant company bonus

Reference: Thomas G Robinson, Jr.; Securities & Exchange Commission; 202-551-6741; robinsontho@sec.gov

Be-in-Art Consulting, Inc./Axelon - Senior Business Analyst – 10/2013 – 12/2014

Client: Citi Bank (New York)

- Provided support as the senior business analyst on a project to migrate Citi's Futures Data Warehouse to a Consolidated
- Data Warehouse, with a large cost savings to Citi. Project focused on the migration of Orders and Executions data for
- Futures and Options on Futures. Project was completed and delivered on time and received commendation from the client on a successful delivery
- Worked closely with the business and two offshore teams gathering requirements and performing data analysis.
- Prepared extensive mapping documents for Futures and Options on Futures data for Orders, Executions and Securities.
- Wrote multiple SQL queries to verify and test translation rules.
- Wrote the Functional Requirements Document (FRD). Interacting with the entire team both onshore and offshore.
- Led a twice-weekly offshore meeting and maintained the risks and issues tracking log
- Performed UAT and implementation verification testing when the project dropped to production on time.

EMPLOYMENT HISTORY

- BDO USA, LLP, October 2019 – Present
- Alpha Omega Integration – November 2018 – September 2019
- Ascella Technologies, Inc - June 2017 – July 2018
- Amyx, Inc. - May 2015 – June 2017
- ECCO Select - January 2015 - June 2015
- Be-in-Art Consulting, Inc./Axelon - October 2013 – December 2014
- FINRA - May 2013 - October 2013
- RCM Technologies - 2000 - 2003
- World Bank - 1998 - 2000
- American Technical Resources, Inc - 1994 - 1998
- Information Builders (IBI) - FOCUS Consultant/Technical Trainer - 1990 - 1994

EDUCATION

- M.S., Computer Systems, Cape Peninsula University of Technology, South Africa
- B.S., Computer Science, Cape Peninsula University of Technology, South Africa

PROFESSIONAL LICENSES/AFFILIATIONS

- Project Management Professional (PMP)



Qualifications Based on the Categories in the RFQ

Category 1 ✓
Program and Process Management Auditing

Category 2 ✓
Financial Auditing and Grant Management

Category 3 ✓
Integrity Monitoring/Anti-fraud

JAMES M. MITCHELL, MPA, CIGA

- Role on Project: Subject Matter Expert (SME)
- Total Years of Relevant Experience: 16 years

SUMMARY OF QUALIFICATIONS

Mr. Mitchell has extensive experience in federal, state, and local government as a manager, auditor, and as a consultant for FEMA public assistance and hazard mitigation grants. Jim has successfully led over 15 FEMA grant audits. Jim also has substantial private sector experience as a budget and finance manager with a major insurance carrier. He has assisted government officials and executives on best practices to streamline management processes, achieve compliance, and drive high performance.

EXPERIENCE RELEVANT TO RFQ

BDO USA LLP, 06/2020 – Present

Mr. Mitchell serves as Director BDO's Community and Organizational Resilience Advisory Services, where he advises states, local, territories, tribes, and community-based organizations how to anticipate, prepare for, respond and adapt to incremental change and sudden disruptions so they can continue to provide critical services. These advisory services include: preparedness, mitigation, response, recovery, and other disaster related grant compliance and management (FEMA Public Assistance program and the CARES Act); internal policy and procedure review, assessment, and implementation; gap analysis; threat and hazard identification; risk analysis; and training.

Reference: [redacted]; 8401 Greensboro Drive, Suite 800, McLean, VA; [redacted]

Jefferson Parish Office of Inspector General - Audit Division, 11/2017 – 5/2020

Mr. Mitchell led audits of Parish general and special fund department operations, performing risk analyses, and assisted in investigating allegations of fraud waste and abuse of Parish funds and resources.

Reference: [redacted], Inspector General, 990 N. Corporate Drive Suite 300, Jefferson, LA 70123; [redacted]

U.S. Department of Homeland Security – Office of Inspector General (DHS-OIG), 2007 – 2017

Mr. Mitchell led audits of disaster assistance grants pursuant to the Stafford Act in accordance with GAGAS for Federal Emergency Management Agency (FEMA) Public Assistance (PA) and Hazard Mitigation Grant Program (HMGP) recipients and sub-recipients in Louisiana, Indiana, and New Mexico. Key published audit reports include the Louisiana Superdome Sheltering and Repair activities, and the management of Hazard Mitigation funds for the state of Louisiana after Hurricane Katrina.

Reference: [redacted], 7400 Leake Avenue, Suite 179, New Orleans, LA 70118; 9[redacted]

Farmer Insurance Group – Claims Litigation - 6301 Owensmouth Avenue, Woodland Hills, CA 91367

Mr. Mitchell developed and performed budget oversight for 30 branch legal offices for the house counsel function and provided budget training and support for branch office management and staff.

Reference: [redacted], 6301 Owensmouth Avenue, Woodland Hills, CA 91367; [redacted]

DMG- Maximus Inc. 1989 – 1992

Mr. Mitchell advised local governments on disaster assistance from the Federal Emergency Management Agency (FEMA) Public Assistance program after earthquake events in California; and hurricane events in the Carolinas, Puerto Rico and the U.S. Virgin Islands.

Reference: [redacted], 1275 N Eastern Ave. Los Angeles, CA 90063; [redacted]

EMPLOYMENT HISTORY

- BDO USA, LLP, 2020- Present
- Jefferson Parish Office of Inspector General, 2017 - 2020
- U.S. Department of Homeland Security – Office of Inspector General (DHS-OIG), 2007 – 2017
- Farmers Insurance Group, 1992 - 2004
- DMG- Maximus Inc., 1989 – 1992

EDUCATION

- Master of Public Administration, University of Southern California, Los Angeles, CA
- Bachelor of Arts in Anthropology, Boston University, Boston, MA

PROFESSIONAL LICENSES/AFFILIATIONS

- Certified Inspector General Auditor (CIGA)
- Association of Inspectors General
- National Emergency Managers Association
- International Association of Emergency Managers



Qualifications Based on the Categories in the RFQ

Category 1 ✓

Program and Process Management Auditing

Category 2 ✓

Financial Auditing and Grant Management

Category 3 ✓

Integrity Monitoring/Anti-fraud

MARK BAKER, CPA

- Role on Project: Subject Matter Expert (SME)
- Total Years of Relevant Experience: 25 years

SUMMARY OF QUALIFICATIONS

Mr. Baker is a Director in BDO's Litigation, Arbitration and Disputes practice within the Construction & Environmental Solutions Group which focuses on construction, government contract and environmental litigation advisory support. Mr. Baker has over 28 years of forensic accounting experience and specializes in providing services to the construction industry. In addition, Mr. Baker has 7 years of professional accounting experience in public accounting and private industry. He has provided a variety of services including contract close-out audits, contract pricing compliance reviews, termination proposal preparation and review, change order reviews, pre-contract pricing analyses, claim preparation and review, and fraud related review services for contractors and owners. Mr. Baker has also served as an expert witness in matters concerning construction damages and environmental disputes.

Mr. Baker has considerable expertise in forensic accounting, construction cost accounting, cost monitoring and dispute resolution services for owners and contractors. His expertise encompasses the review and analysis of a variety of cost types, pricing issues, contract pricing mechanisms, accounting systems, and documentation normally associated with the construction industry for both the private and government contracting sectors. Mr. Baker has performed construction contract cost audits on a diverse mix of projects ranging in both size and type. These engagements involved a variety of construction cost audit types including contract close-outs, fraud investigations, concurrent requisition reviews on cost reimbursable contracts, pricing disputes and terminations. In other forensic accounting work, Mr. Baker has assisted numerous clients in quantifying damages on contract disputes. In these disputes, his work included measuring the financial impacts to a variety of costs that are associated with delays and inefficiencies.

EXPERIENCE RELEVANT TO RFQ

Mr. Baker's consulting experience includes work on both domestic and international projects including: Mass Transit Parking Facility (Maryland), Light Rail (California), University Medical School and Hospital Center (New York), Prison Hospital (North Carolina), Hospital (Colorado), University Bio-medical Laboratory Facility (Connecticut), Chemical Plant (Mexico), Coal-Fired Power Station (Saskatchewan), Satellite Construction (California), Underwater Natural Gas Pipeline (British Columbia), Power Plants (Maryland, West Virginia and Australia), Nuclear Facility (Georgia), Hydroelectric Generation Facility (West Virginia), Biomass Energy Project (Hawaii), High Tech Microchip Manufacturing Facility (Russia), Lock Renovations (Ohio River and Illinois River), Petrochemical Facilities (Louisiana, Trinidad and Slovak Republic), Pipeline Construction (Oregon, Indiana and Missouri), Hotel Renovation (Florida), Athletic Complex (Florida), Federal Office Building (Washington, D.C.), School Construction Program (Georgia), Postal Service Warehouse (West Virginia), Airport Expansions (Nevada and Pennsylvania), Federal Courthouse (New Jersey), Bridge Construction (Virginia and New Jersey), Elementary School (California), Retirement Community (California), Highway (Maryland), Hotel (Guam), and Gas Processing Plant (Oklahoma).

Mr. Baker has testified as an expert witness in depositions and domestic arbitration and has participated in mediations and settlement negotiations. Mr. Baker has provided expert testimony in both construction and environmental matters.

EMPLOYMENT HISTORY

- BDO USA, LLP, 08/2017 - Present
- Secretariat International, 05/16 – 08/17
- Berkeley Research Group, 03/14 – 05/16
- FTI Consulting, 10/04 – 03/14
- Navigant Consulting, 11/94 – 10/04

EDUCATION

- B.S., Accounting, Mount Saint Mary's University

PROFESSIONAL LICENSES/AFFILIATIONS

- Certified Public Accountant (CPA)
- American Bar Association
- American Institute of Certified Public Accountants (AICPA)
- Society of Construction Law – North America



Qualifications Based on the Categories in the RFQ

Category 1 ✓
Program and Process Management
Auditing

Category 2 ✓
Financial Auditing and Grant Management

Category 3 ✓
Integrity Monitoring/Anti-fraud

JOHN HANSON, CPA, CFE, CCEP

- Role on Project: Subject Matter Expert (SME)
- Total Years of Relevant Experience: 30 years

SUMMARY OF QUALIFICATIONS

John has over 29 years of fraud investigations, forensic accounting, corporate compliance & ethics, and auditing experience. He has earned a reputation as a highly skilled complex corporate fraud examiner and is widely known for his work and thought leadership on Independent Corporate Monitorships. John played substantial roles in 9 federal Monitorships since 2008. His first role was leading the Monitorship team between 2008 and 2010 associated with the "Big Dig" in Boston. Since 2010, U.S. federal Departments and Agencies have appointed John 6 times as a Monitor, and other Monitors have engaged him twice to provide Monitorship expert support. In these roles, John has reported to DOJ, Department of the Interior, Department of Transportation, Department of Labor, Small Business Administration, Environmental Protection Agency, Federal Highway Administration, and the MA Department of Transportation. Additionally, John was a substantial participant in writing the ABA Monitor Standards and is the founder of the only existing nonprofit membership organization for Independent Corporate Monitors, the International Association of Independent Corporate Monitors, whose members agree to adhere with certain ethical standards in the discharge of their Monitorship duties.

EXPERIENCE RELEVANT TO RFQ

Independent EPA Auditor of VW AG, term: 8/2019 – Present

John is responsible for assessing and verifying VW AG's compliance with the terms of an Administrative Agreement with the EPA resulting from diesel emissions issues. The focus is on VW AG's Compliance & Ethics Program as it concerns its entities involved in U.S. Government Contracting.

Reference: Though John's role is public, VW AG cannot serve as a reference until the matter is concluded.

Independent Compliance Monitor of a pharmacy chain, term: 6/2020 – Present

John is monitoring a pharmacy chain's compliance with the terms and conditions of an Administrative Agreement with the Department of Labor. Focus is on the organization's Corporate Compliance & Ethics Program.

Reference: This matter is not public, and the organization cannot serve as a reference until the matter is concluded.

Topic of Independent Corporate Monitors

John is considered by many to be a thought leader in this field, not only having served many times as a Monitor, but also due to his role in creating Standards for Corporate Monitors with the American Bar Association and his founding and leading the International Association of Independent Corporate Monitors. Below are some people who can serve as a reference for John's thought leadership in this field:

- [redacted]
- [redacted]
- [redacted]

EMPLOYMENT HISTORY

- BDO USA, LLC, 10/2020 - Present
- Artifice Forensic Financial Services, LLC, 1/ 2010 –10/2020
- Huron Consulting Group, 8/2004 – 1/2010
- Federal Bureau of Investigation, 5/1995 – 8/2004
- Standard Mortgage Corporation, 6/1990 – 5/1995

EDUCATION

- Bachelor of Science in Accounting: University of New Orleans

PROFESSIONAL LICENSES/AFFILIATIONS

- Certified Public Accountant (CPA)
- Certified Fraud Examiner (CFE)
- Certified Compliance & Ethics Professional (CCEP)

3.5. EXPERIENCE OF BIDDER ON SIMILAR CONTRACTS (SECTION 4.2.6)

The following is a summary of the projects that Team BDO has worked on that are similar in scope to what New Jersey is lookin
detailed information please refer to each individual past performance below.

TABLE 3.5: RELEVANT EXPERIENCE BASED ON SERVICES REQUIRED BY THIS RFQ

				Category 1 Program and Process Management Auditing				Category 2 Financial Auditing and Grant Management				Integr
#	Client Name	Type	Period of Performance	CARES Act	Disaster Recovery	Program and Process Reviews	Account Reconciliations	Grants Management	Financial Management and Accounting Support	Training Support	Financial, Operation and Compliance Reviews	
			OVERSIGHT/MONITORING OF COVID-19 PROGRAM DESIGN AND RESPONSE									
1	State of Alaska and State of West Virginia	Time & Material	4/2020 – Present	✓	✓	✓	✓	✓	✓		✓	
2	State of Arkansas	Time & Material	7/2020 – Present	✓	✓	✓	✓	✓	✓		✓	
3	Miami-Dade	Time & Material	12/2019 – Present	✓	✓	✓	✓	✓	✓	✓	✓	
4	Inova Health System and Signature Healthcare Corporation	Time & Material	4/2020 - Present	✓	✓	✓	✓	✓	✓		✓	

TABLE 3.5: RELEVANT EXPERIENCE BASED ON SERVICES REQUIRED BY THIS RFQ

				Category 1 Program and Process Management Auditing				Category 2 Financial Auditing and Grant Management				Integr
#	Client Name	Type	Period of Performance	CARES Act	Disaster Recovery	Program and Process Reviews	Account Reconciliations	Grants Management	Financial Management and Accounting Support	Training Support	Financial, Operation and Compliance Reviews	
			OVERSIGHT/MONITORING OF DISASTER RECOVERY PROJECTS									
5	Department of the Interior	Time & Material			✓	✓		✓	✓	✓	✓	
6	New York City Office of Management and Budget	Time & Material	1/2013 - Present		✓	✓	✓	✓	✓	✓	✓	
7	American Red Cross	Time & Material	2013 - 2014		✓	✓	✓	✓	✓		✓	
8	Gulf Coat Claims Facility	Time & Material	2011 - 2012		✓	✓	✓		✓	✓	✓	
9	New York City Medical Center	Time & Material			✓	✓	✓	✓	✓		✓	
			OVERSIGHT/MONITORING OF FEDERAL & STATE PROGRAMS									
10	Federal Emergency Management Agency	Time & Material	2016 - 2018		✓	✓		✓	✓		✓	
11	Housing Authority (various)	Time & Material	4/2020 - Present			✓	✓	✓	✓	✓	✓	
12	New York City Department of Housing Preservation and Development	Time & Material				✓	✓		✓		✓	

TABLE 3.5: RELEVANT EXPERIENCE BASED ON SERVICES REQUIRED BY THIS RFQ

				Category 1 Program and Process Management Auditing				Category 2 Financial Auditing and Grant Management				Integr
#	Client Name	Type	Period of Performance	CARES Act	Disaster Recovery	Program and Process Reviews	Account Reconciliations	Grants Management	Financial Management and Accounting Support	Training Support	Financial, Operation and Compliance Reviews	
			OVERSIGHT/MONITORING OF PRIVATE SECTOR PROJECTS									
13	National Mortgage Settlement	Time & Material	2012 - 2018			✓			✓		✓	
14	Western Union	Time & Material	2014 - 2017			✓			✓		✓	
15	New York Convention Center Development Corporation	Time & Material	2010 - 2014			✓	✓		✓		✓	
16	Special Commissioner of Investigation for the New York City School District	Time & Material	2011 - 2013			✓	✓		✓		✓	
17	Silverstein Properties	Time & Material	2016			✓	✓		✓		✓	

The projects listed above have given Team BDO the opportunity to provide the following services – which are similar to what New Jersey is requesting in its RFQ – to its clients:

- Assessing COVID-19 response, cost recovery, policies, program design, and providing recommendations;
- Managing the federal and state grant life cycle process and identifying inefficiencies;
- Evaluating an organization's internal accounting and operating controls;
- Evaluating whether an organization has complied with policies, procedures, laws, regulations, or legally enforceable contract-mandated requirements;
- Evaluating financial records to determine whether there was inappropriate activity – and then quantifying those amounts;
- Evaluating whether claims are eligible for financial assistance under government or non-government mandated criteria;
- Developing remediation plans for an entity to prevent the recurrence of fraud or inappropriate activity;
- Reporting to Audit Committees, Boards of Directors, and other governing bodies; and
- Preparing deliverables (analyses or reports or both) to be used for communicating results and recommendations.

Thus, based on the above, Team BDO is confident that we are more than qualified to meet, and exceed, the requirements set forth in the RFQ. Likewise, we are confident that we will help New Jersey mitigate potential misuse of COVID-19 funds, whether due to negligence or fraud.

Please note, given the sensitive nature of our engagements, it is firm practice for BDO USA, LLP not to disclose budgets or fees on past or ongoing engagements. Should BDO USA, LLP be awarded this contract and that information still be needed, BDO will work with New Jersey to provide that information in a confidential manner.

CORONAVIRUS RELIEF FUND ADMINISTRATION

Client Name:	State of Alaska and State of West Virginia		
Client References	[redacted] Fairbanks North Star Borough [redacted]	[redacted] Office of Governor Jim Justice State Capitol 1900 Kanawha Boulevard, East Charleston, WV 25305 [redacted]	
Period of Performance	4/30/2020 – Present	**Type**	Time & Material

RELEVANT EXPERIENCE BASED ON SERVICES REQUIRED BY THIS RFQ

Category 1 Program and Process Management Auditing				Category 2 Financial Auditing and Grant Management			Category 3 Integrity Monitoring/Anti-fraud					
CARES Act	Disaster Recovery	Program and Process Reviews	Account Reconciliations	Grants Management	Financial Management and Accounting Support	Training Support	Financial, Operation and Compliance Reviews	Risk Assessment	Anti-fraud Support	Monitoring & Oversight Support	Data Management and Analytics
✓	✓	✓	✓	✓	✓		✓			✓	

DESCRIPTION OF WORK PERFORMED

Coronavirus Relief Fund Administration



BDO is currently assisting a state government in managing and administering funds received from the CARES Act, totaling over $1.8 billion from all sources allocated within the Act. This includes working with the established project management and oversight team from the state to:

- Develop and implement an application process to distribute states to municipalities and organizations
- Establish processes and procedures for review of funded expenditures, including standards for required documentation and approval of all costs claimed.
- Assist in identifying the best available source of funding to cover costs claimed, enabling the state to maximize the distribution and use of funds and avoid potential compliance concerns
- Provide subject matter expertise to interpret regulatory guidance and confirm eligibility and appropriateness of costs charged to each funding source
- Create and maintain ongoing financial reporting

STATE OF ARKANSAS CARES ACT FUNDS MANAGEMENT

Client Name	State of Arkansas
Client References	[redacted]
Period of Performance	7/24/2020 - Present
Type	Time & Material

RELEVANT EXPERIENCE BASED ON SERVICES REQUIRED BY THIS RFQ

Category 1 Program and Process Management Auditing				Category 2 Financial Auditing and Grant Management			Category 3 Integrity Monitoring/Anti-fraud			
CARES Act	Disaster Recovery	Program and Process Reviews	Account Reconciliations	Grants Management	Financial Management and Accounting Support	Training Support	Financial, Operation and Compliance Reviews	Risk Assessment	Anti-fraud Support Monitoring & Oversight Support	Data Management and Analytics
✓	✓	✓	✓	✓	✓		✓	✓	✓	✓

DESCRIPTION OF WORK PERFORMED



State of Arkansas Cares Act Funds Management

As a subcontractor to CTEH, Hagerty is supporting the state of Arkansas to implement processes and procedures that increase compliance with federal funding regulations under the CARES Act. At the onset of our support to the state, Hagerty gathered and reviewed current plans, policies, and procedures in place, focusing on both compliance with federal programs as well as improvements that may enhance operational efficiency for the state. This included a review and alignment of current proposals received from state agencies and organizations, and any associated approvals, by the Arkansas CARES Act Steering Committee. Based on this review, Hagerty offered recommendations to the state to improve compliance, accompanied by a priority ranking for improvements that are critical to maintaining compliance.

To support document and financial management, Hagerty deployed a Grant Management System to help track and report out on the $1.25 billion in CARES Act funding the state of Arkansas received. Additionally, the Hagerty technical team deployed several public-facing portal applications to support two programs – one to support municipalities in the state and the other to support businesses impacted by COVID-19. We also staffed a team to review these applications and payment requests and make recommendations for approval.

Hagerty provides advice and recommendations to the state of Arkansas throughout the planning, implementation and review phases of the grant management process. Our recommendations were incorporated both in the processes and procedures as well as the technical solution deployed. Further, we use KPIs to show the state of Arkansas the payment pipeline as well as approved reimbursements. In Arkansas, we provide data management capabilities to link and integrate other data sources which can be used to report and identify potential fraud. In one example, our professionals created a program to allocate funding to cities, towns and counties within the state. The $150 million program is for 576 city, town, and county applicants. Another program, valued at $50 million, is for business interruption grants, which have received 3,500 applications to date.

MIAMI-DADE COUNTY RECOVERY SUPPORT SERVICES

Client Name	Miami-Dade County		
Client References	[redacted] Miami-Dade County Finance Department 111 N.W. 1st Street, Suite 2550 Miami, FL 33128-1929 [redacted]		[redacted] Deputy Finance Director Miami-Dade County Finance Department 111 N.W. 1st Street, Suite 2550 Miami, FL 33128-1929 [redacted]
Period of Performance	12/16/2019 - Present	**Type**	Time & Material

RELEVANT EXPERIENCE BASED ON SERVICES REQUIRED BY THIS RFQ

Category 1 Program and Process Management Auditing				Category 2 Financial Auditing and Grant Management			Category 3 Integrity Monitoring/Anti-fraud				
CARES Act	Disaster Recovery	Program and Process Reviews	Account Reconciliations	Grants Management	Financial Management and Accounting Support	Training Support	Financial, Operation and Compliance Reviews	Risk Assessment	Anti-fraud Support	Monitoring & Oversight Support	Data Management and Analytics
✓	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓

DESCRIPTION OF WORK PERFORMED



Miami-Dade County Recovery Support Services

Hagerty was initially engaged by Miami-Dade County to provide support for their efforts associated with appealing seven of FEMA's negative determination memos from Hurricane Irma for Miami-Dade County related to insurance, overtime costs in the immediate aftermath of the storm, and other hurricane related costs. Because Hagerty was engaged with the County in these efforts, and because of our expertise in cost recovery, in March of 2020 the County expanded our support to collaborate directly with County stakeholders to document costs aligned with both FEMA PA and the CRF.

At the onset of working with Miami-Dade County in March 2020 associated with COVID-19, Hagerty did a comprehensive assessment of all 26 departments financial management systems, procurement processes, records management, and overall internal controls related to disaster cost recovery. As a result of that assessment, Hagerty progressively recommended and implemented approved recommendations resulting in the development of a centralized cost tracking and records management system tracing all COVID-19 related costs to maximize the County's cost recovery against the CARES Act, including the CRF. This exercise established a financial process, establishing internal controls, and the Grants Management System (GMS) that Hagerty built customized for the County, which provided County leadership with unprecedented visibility into the County's spending to track progress, including future projections of spending, enabling more informed decision making with regards to the use of the CRF.

Miami-Dade County initiated over a dozen initiatives and programs utilizing CRF resources to support the general public, businesses, and nongovernmental organizations (NGOs) within Miami-Dade County. Some programs are being implemented by the County, others by NGOs or other government entities, and finally others are being implemented by Hagerty directly with County oversight. At the onset of a new initiative or program by Board of County Commission resolution, the designated responsible agent works with Hagerty to develop the program requirements to ensure compliance with CRF guidance, FAQs, and Treasury publishing. After program kick off, Hagerty works with the designated agent to ensure all necessary documentation is being and the operation is incompliance with all county,

MIAMI-DADE COUNTY RECOVERY SUPPORT SERVICES

state, and federal requirements. Documentation collected by the designated agent is either sampled by Hagerty to ensure compliance if maintained locally within the given department or subrecipient or is uploaded directly into the centralized database created by Hagerty.

Hagerty is currently managing the dissemination of $109 million of Miami-Dade's CRF fund to the 34 municipalities within the county's jurisdiction. Hagerty has developed an online portal for Municipalities to submit proposals for the types of activities where they were seeking CRF resources. Hagerty worked with these municipalities to modify proposals to maintain compliance with CRF eligibility while simultaneously communicating documentation requirements to maintain compliance with published Treasury OIG guidance. Hagerty continues to work with these municipalities to document their costs and recommend release of funds. In September 2020, at the request of the County Leadership, Hagerty conducted a quality assurance review of all County managed CRF programs to ensure that program requirements and County eligibility determinations were in line with CRF requirements but not more stringent than federally required in effort to reduce the “red tape” and enable more streamlined processing of funds. Hagerty worked with all departments to identify areas where determinations made were more stringent than federally required. Hagerty identified over a dozen opportunities to reduce requirements for individual programs enabling more streamlined processes without increasing the audit risk for the County. The result in this review resulted in the re-evaluation of denied of applications reversing the denial and the granting of funds to individuals for rental assistance and business interruption grants.

Hagerty has led several trainings and demonstrations related to the grants management system that we developed to help manage the county’s Coronavirus Relief Fund and FEMA PA grants. Hagerty’s municipal support team has trained several municipalities in Miami Dade on the process for requesting reimbursement for COVID-related expenses and the policy governing that process.

FEMA DISASTER RELIEF GRANTS MANAGEMENT

Client Name:	Inova Health System and Signature Healthcare Corporation
Client References	[redacted] Senior Director of Finance Inova Health System 8110 Gatehouse Road Falls Church, VA 22042 [redacted] [redacted] Director Managed Care Signature Healthcare Corporation 680 Centre Street Brockton, MA 02302 [redacted]
Period of Performance	4/21/2020 – Present **Type** Time & Material

RELEVANT EXPERIENCE BASED ON SERVICES REQUIRED BY THIS RFQ

Category 1 Program and Process Management Auditing				Category 2 Financial Auditing and Grant Management			Category 3 Integrity Monitoring/Anti-fraud				
CARES Act	Disaster Recovery	Program and Process Reviews	Account Reconciliations	Grants Management	Financial Management and Accounting Support	Training Support	Financial, Operation and Compliance Reviews	Risk Assessment	Anti-fraud Support	Monitoring & Oversight Support	Data Management and Analytics
✓	✓	✓	✓	✓	✓		✓		✓	✓	✓

DESCRIPTION OF WORK PERFORMED



FEMA Disaster Relief Grants Management

BDO is currently assisting various hospitals across the U.S. including a major Virginia hospital system heavily affected by COVID-19 with its FEMA disaster relief application and grants administration process, with claims totaling over $100 million. This includes working with the established project management and oversight team from the hospital to:

- Prepare preliminary damage assessments and submit application for funding assistance to FEMA
- Analyze historical and future cost estimate data to design logical cost groupings for claims
- Review existing policies and procedures against requirements for federal grantees
- Develop Project Worksheets with detailed supporting documentation packages and audit trails
- Support with any audit requests and appeal activities

HURRICANE SANDY COASTAL RESILIENCY

Client Name	Department of the Interior
Client References[3]	[redacted] National Fish & Wildlife Foundation 1133 15th St., NW Suite 1100 Washington, D.C. 20005 [redacted]
Period of Performance	**Type** Time & Material

RELEVANT EXPERIENCE BASED ON SERVICES REQUIRED BY THIS RFQ

Category 1 Program and Process Management Auditing				Category 2 Financial Auditing and Grant Management			Category 3 Integrity Monitoring/Anti-fraud				
CARES Act	Disaster Recovery	Program and Process Reviews	Account Reconciliations	Grants Management	Financial Management and Accounting Support	Training Support	Financial, Operation and Compliance Reviews	Risk Assessment	Anti-fraud Support	Monitoring & Oversight Support	Data Management and Analytics
	✓	✓		✓	✓	✓	✓	✓		✓	

DESCRIPTION OF WORK PERFORMED



Hurricane Sandy Coastal Resiliency

As part of the $204 million Department of the Interior Hurricane Sandy Coastal Resiliency competitive grants program, BDO assisted an administrative agency in mediating the nonperformance and noncompliance of a grantee. BDO documented applicable regulations, developed a compliance framework and assessed the internal controls and identified gaps, created updated financial procedures and reporting, trained all staff (program, financial, administrative, and board members) supporting the project in project management and regulatory requirements, and supported creation of a budget and work plan.

[3] Only one reference is available for this past performance

NEW YORK CITY HURRICANE SANDY RECOVERY SUPPORT

Client Name	New York City Office of Management and Budget
Client References	[redacted] 7:1A-1, N.J.S.A. 1A-1.1 Personal identifying in [redacted]
Period of Performance	1/14/2013 - Present
Type	Time & Material

RELEVANT EXPERIENCE BASED ON SERVICES REQUIRED BY THIS RFQ

Category 1 Program and Process Management Auditing				Category 2 Financial Auditing and Grant Management			Category 3 Integrity Monitoring/Anti-fraud				
CARES Act	Disaster Recovery	Program and Process Reviews	Account Reconciliations	Grants Management	Financial Management and Accounting Support	Training Support	Financial, Operation and Compliance	Risk Assessment	Anti-fraud Support	Monitoring & Oversight Support	Data Management and Analytics
	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓

DESCRIPTION OF WORK PERFORMED



New York City Hurricane Sandy Recovery Support

As a result of Hurricane Sandy, NYC engaged Hagerty to help manage its $15 billion recovery effort. Hagerty consultants are currently working with City agencies on grant application and administration for a variety of federal disaster relief programs, including FEMA and U.S. Department of Housing and Urban Development (HUD) grants. To date, Hagerty has helped the City obtain more than $4.2 billion in Community Development Block Grant – Disaster Recovery federal aid, including approximately $790 million to offset the City's local share of other federal recovery grants. Other Hagerty accomplishments include helping the City:

- Provide extensive written justification to receive a waiver from the Federal Coordinating Officer to exceed the $10,000 per unit cap on the New York City Rapid Repair Program. This waiver will help the City close a $300 million gap between the actual program cost (approximately $600 million) and the cost the Federal Emergency Management Agency initially said it would pay (approximately $300 million).
- Provide extensive written justification to receive approval for the approximate $60 million New York City Essential Hotel Sheltering Program as an eligible Section 403 Emergency Work expense.
- Craft an insurance strategy to minimize the City's "obtain and maintain" and flood insurance requirements.
- Develop cost estimates for improved or alternate permanent work projects supported by historic NYC prices and approved by FEMA.
- Implement a comprehensive financial and grant management system that allows the City to maintain visibility in gaps between expenses charged to emergency codes and those claimed on Project Worksheets.
- Stand up a 12 person Office of Management and Budget CDBG-DR Unit and provide staff with technical and programmatic advice related to Action Plans, Environmental Reviews, Monitoring, and other federal requirements.
- Develop letters of interest for the FEMA 404 Hazard Mitigation Grant Program.

- Establish a centralized quality control process where all Project Worksheets are reviewed to determine if the City is being appropriately reimbursed under the Stafford Act.
- Establish a Project Conformance Team to ensure that recovery projects are being implemented in accordance with the approved scopes of work and in compliance with applicable city, state, and federal laws and regulations.
- Develop and conduct training on the FEMA PA program to build the capacity of NYC OMB and other city agencies to effectively manage FEMA PA grants.

Starting March 2020, OMB also assigned the Hagerty Policy Team to support OMB-led COVID-19 cost recovery on an as-needed basis. This focused mainly on providing policy analysis and recommendations related to FEMA Public Assistance (PA) funding, but also included eligibility assessments under CARES Act funding. In addition, the Hagerty Financial Management Team built a COVID-19 application in the Grants Management System for OMB to use.

Hagerty is providing just-in-time and long-term policy analysis and recommendations to maximize the City's financial recovery. This includes analysis of COVID-19 work and cost for potential PA eligibility, the development of deliverables for internal and external stakeholders, negotiation with FEMA and NYS, and general federal funding recommendations. In addition, Hagerty is providing project-specific cost recovery strategy and project formulation support for a number of COVID-19 initiatives, including non-congregate shelter, emergency food delivery, temporary hospitals, testing and contact tracing, and personal protective equipment (PPE) procurement and distribution.

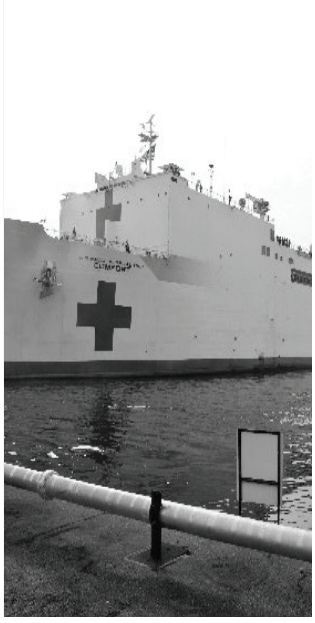
AMERICAN RED CROSS - HURRICANE SANDY CLAIMS REVIEW

Client Name	American Red Cross		
Client References[4]	[redacted] Gibson, Dunn & Crutcher LLP 200 Park Avenue New York, NY 10166-0193 [redacted]		
Period of Performance	2013 - 2014	**Type**	Time & Material

RELEVANT EXPERIENCE BASED ON SERVICES REQUIRED BY THIS RFQ

Category 1 Program and Process Management Auditing				Category 2 Financial Auditing and Grant Management			Category 3 Integrity Monitoring/Anti-fraud				
CARES Act	Disaster Recovery	Program and Process Reviews	Account Reconciliations	Grants Management	Financial Management and Accounting	Training Support	Financial, Operation and Compliance	Risk Assessment	Anti-fraud Support	Monitoring & Oversight Support	Data Management and Analytics
	✓	✓	✓	✓	✓		✓	✓	✓	✓	✓

DESCRIPTION OF WORK PERFORMED



American Red Cross - Hurricane Sandy Claims Review

In the aftermath of Superstorm Sandy, BDO was hired by the American Red Cross to independently review thousands of claim files to assess whether claimants were eligible to receive financial assistance under the American Red Cross's Move-In Assistance Program (MIAP).

BDO's specific responsibilities included evaluating the American Red Cross's internal controls around the claims approval process; reviewing and understanding the eligibility requirements set forth by the American Red Cross, the Federal Emergency Management Agency (FEMA), and the U.S Department of Housing and Urban Development (HUD); assessing whether claimants submitted the proper documentation to the American Red Cross; determining whether an individual's residence met the definition of damaged as defined by the American Red Cross; reporting the results of our work to the outside counsel for the American Red Cross; and providing recommendations that would help mitigate the risk of future claims from being submitted inappropriately.

[4] Only one reference is available for this past performance

GULF COAST CLAIMS FACILITY EVALUATION

Client Name	Gulf Coast Claims Facility (GCCF)		
Client References	[redacted] The Law Offices of Kenneth R. Feinberg, PC Founder, Managing Partner The Willard Office Building 1455 Pennsylvania Avenue, NW Suite 390 Washington, D.C. 20004-1008 [redacted]	[redacted] Partner Jenner & Block LLP 633 West 5th Street, Suite 3600 Los Angeles, CA 90071-2054 [redacted]	
Period of Performance	2011 - 2012	**Type**	Time & Material

RELEVANT EXPERIENCE BASED ON SERVICES REQUIRED BY THIS RFQ

Category 1 Program and Process Management Auditing				Category 2 Financial Auditing and Grant Management			Category 3 Integrity Monitoring/Anti-fraud				
CARES Act	Disaster Recovery	Program and Process Reviews	Account Reconciliations	Grants Management	Financial Management and Accounting Support	Training Support	Financial, Operation and Compliance Reviews	Risk Assessment	Anti-fraud Support	Monitoring & Oversight Support	Data Management and Analytics
	✓	✓	✓		✓	✓	✓	✓	✓	✓	✓

DESCRIPTION OF WORK PERFORMED



Gulf Coast Claims Facility (GCCF) Evaluation

BDO was retained by the GCCF pursuant to federal legislation, with oversight and direction by the DOJ, to conduct an independent evaluation of the GCCF, the facility established when British Petroleum (BP) turned over decision-making authority to Kenneth R. Feinberg to review claims and distribute over $20 billion to individuals and businesses harmed by the Deepwater Horizon oil spill. BDO focused on setting forth an explanation of the GCCF's formation and operations, reviewed claim outcomes for possible errors and addressed concerns raised by claimants, public officials and other stakeholders. BDO evaluated the GCCF's policies and procedures, trained a project team of over 130 professionals that reviewed thousands of claims, and utilized our Data Analytics team to analyze hundreds of tables with millions of records to support BDO's evaluation. BDO analyzed millions of records and developed and deployed an online review platform for claims-review compliance testing. Coupled with extensive data analytics, BDO used the results of this testing to identify millions of dollars in additional payments to be made to claimants. BDO's findings were presented to and accepted by the DOJ and five Offices of Attorneys General in a report that was made available to the public.

NEW YORK CITY MEDICAL CENTER

Client Name	New York City Medical Center
Client References	Due to the sensitive nature of the engagement, we cannot disclose the client references.

Period of Performance		**Type**	Time & Material

RELEVANT EXPERIENCE BASED ON SERVICES REQUIRED BY THIS RFQ

Category 1 Program and Process Management Auditing				Category 2 Financial Auditing and Grant Management			Category 3 Integrity Monitoring/Anti-fraud				
CARES Act	Disaster Recovery	Program and Process Reviews	Account Reconciliations	Grants Management	Financial Management and Accounting	Training Support	Financial, Operation and Compliance	Risk Assessment	Anti-fraud Support	Monitoring & Oversight Support	Data Management and Analytics
	✓	✓	✓	✓	✓		✓	✓		✓	

DESCRIPTION OF WORK PERFORMED



New York City Medical Center

BDO supported one of the nation's top ranked academic medical centers located in New York City with the measurement, presentation, and recovery of their complex property, extra expense, business interruption, and FEMA claim resulting from Hurricane Sandy. The engagement involved the recovery of damages related to building, medical equipment, lost inpatient and outpatient revenue, research and development losses, cost of operating temporary facilities to mitigate lost revenue, 406 mitigation funds, and other losses resulting from the complete shutdown of their 700+ bed on campus and off campus facilities.

The subgrantee elected to utilize FEMA's Section 428 Alternative Procedures for the repair, restoration, and replacement of damaged facilities and contents, or Category E costs. BDO assisted the subrecipient in preparing and documenting their claims totaling in excess of $800 million. In addition to the buildings and content pieces of the claim, the subrecipient also elected to utilize the Section 428 Alternative Procedures for its 406 Mitigation claims. BDO worked with the subrecipient to identify scope specific costs and documentation necessary to adhere to FEMA's new program and rules.

FEMA INTERNAL CONTROLS ASSESSMENT

Client Name	Federal Emergency Management Agency		
Client References	[redacted] N.J.S.A. 47:1A-1, N.J.S.A. 1A-1.1 Persona rmation	[redacted] N.J.S.A. 47:1A-1, N.J.S.A. 1A-1.1 Persona rmation	
Period of Performance	2016 – 2018	**Type**	Time & Material

RELEVANT EXPERIENCE BASED ON SERVICES REQUIRED BY THIS RFQ

Category 1 Program and Process Management Auditing				Category 2 Financial Auditing and Grant Management			Category 3 Integrity Monitoring/Anti-fraud				
CARES Act	Disaster Recovery	Program and Process Reviews	Account Reconciliations	Grants Management	Financial Management and Accounting Support	Training Support	Financial, Operation and Compliance Reviews	Risk Assessment	Anti-fraud Support	Monitoring & Oversight Support	Data Management and Analytics
	✓	✓		✓	✓		✓	✓	✓	✓	

DESCRIPTION OF WORK PERFORMED



FEMA Internal Controls Assessment

BDO has directly supported FEMA with its assessments of internal controls over financial reporting. Specifically, BDO assessed both the Grants Management and Insurance Management business processes. As part of this assessment, BDO assisted FEMA in documenting, establishing, and maintaining internal controls to achieve the objectives of effective and efficient operations, reliable financial reporting, and compliance with applicable laws and regulations.

Through these assessments, BDO developed a unique headquarters perspective of FEMA and its various Grants Management and Insurance Management business processes and related internal controls. This unique perspective provides BDO with the understanding and insight to support your organization with navigating the sources of recovery funds and development of processes, controls, and technologies in support of executing its recovery efforts.

HOUSING AUTHORITY GRANTS MANAGEMENT

Client Name	Housing Authority		
Client References	Housing Authority of the City of Danbury [redacted] 2 Mill Ridge Road Danbury, CT 06811 [redacted]		Cuyahoga Metropolitan Housing Authority [redacted] 8120 Kinsman Road Cleveland, OH 44104 [redacted]
Period of Performance	4/30/2020 - Present	**Type**	Time & Material

RELEVANT EXPERIENCE BASED ON SERVICES REQUIRED BY THIS RFQ

Category 1 Program and Process Management Auditing				Category 2 Financial Auditing and Grant Management					Category 3 Integrity Monitoring/Anti-fraud		
CARES Act	Disaster Recovery	Program and Process Reviews	Account Reconciliations	Grants Management	Financial Management and Accounting	Training Support	Financial, Operation and Compliance Reviews	Risk Assessment	Anti-fraud Support	Monitoring & Oversight Support	Data Management and Analytics
		✓	✓	✓	✓	✓	✓		✓	✓	✓

DESCRIPTION OF WORK PERFORMED



Housing Authority Grants Management

BDO is currently assisting multiple county and city Housing Authorities, including the largest one in the U.S., with their HUD and FEMA grants management. With some of the housing authorities receiving over $200 million in grant funding, BDO is assisting these quasi-governmental entities with planning, prioritization and claims processing. This includes working with executives from each Housing Authority to:

- Prioritize use of federal funds from various sources
- Review policies and procedures for compliance with the federal requirements
- Assist with application process
- Scope out projects and develop project worksheets
- Monitor spending and procurement
- Process claims and review supporting documents

NEW YORK CITY DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT

Client Name	New York City Department of Housing Preservation and Development (NYCDHPD)		
Client References[5]	[redacted] NYC Department of Housing Preservation and Development 100 Gold Street, 5th floor New York, NY 10038 [redacted]		
Period of Performance	2016	**Type**	Time & Material

RELEVANT EXPERIENCE BASED ON SERVICES REQUIRED BY THIS RFQ

Category 1 Program and Process Management Auditing				Category 2 Financial Auditing and Grant Management			Category 3 Integrity Monitoring/Anti-fraud				
CARES Act	Disaster Recovery	Program and Process Reviews	Account Reconciliations	Grants Management	Financial Management and Accounting	Training Support	Financial, Operation and Compliance	Risk Assessment	Anti-fraud Support	Monitoring & Oversight Support	Data Management and Analytics
		✓	✓		✓		✓	✓	✓	✓	✓

DESCRIPTION OF WORK PERFORMED



New York City Department of Housing Preservation and Development (NYCDHPD)

Under the direction of the NYCDHPD, BDO performed a forensic analysis of Lindsay Park Housing Corporation (LPHC), a cooperative housing development that is part of the Mitchell-Lama Housing Program.

Specifically, BDO reviewed LPHC's financial statements, budgets, and invoices to assist in determining whether LPHC's maintenance increases supported the actual costs associated with property maintenance. BDO also investigated the appropriateness of expenses associated with a series of fuel spills at various LPHC buildings.

BDO's review uncovered a kickback scheme of $500,000 over a four-year span involving the former board president of LPHC. Ultimately this individual was found guilty of corruption and was sentenced to a minimum of one to three years in prison and ordered to pay $110,000 in restitution to LPHC. BDO also made internal control recommendations to LPHC to prevent and detect future instances of fraud.

[5] Only one reference is available for this past performance

3.6. ADDITIONAL EXPERIENCE OF BIDDER (SECTION 4.2.7)

NATIONAL MORTGAGE SETTLEMENT

Client Name	National Mortgage Settlement
Client References	[redacted] Poyner Spruill LLP 301 Fayetteville St., Suite 1900 Raleigh, NC 27601 P.O. Box 1801 Raleigh, NC 27602 [redacted] [redacted]
Period of Performance	2012 - 2018 **Type** Time & Material

RELEVANT EXPERIENCE BASED ON SERVICES REQUIRED BY THIS RFQ

Category 1 Program and Process Management Auditing				Category 2 Financial Auditing and Grant Management			Category 3 Integrity Monitoring/Anti-fraud				
CARES Act	Disaster Recovery	Program and Process Reviews	Account Reconciliations	Grants Management	Financial Management and Accounting Support	Training Support	Financial, Operation and Compliance	Risk Assessment	Anti-fraud Support	Monitoring & Oversight Support	Data Management and Analytics
		✓			✓		✓	✓	✓	✓	✓

DESCRIPTION OF WORK PERFORMED



National Mortgage Settlement (NMS)

BDO served as the Primary Professional Firm assisting the Monitor of the historic National Mortgage Settlement in overseeing compliance by the nation's largest mortgage servicers with the new servicing standards and the provision of consumer relief to distressed borrowers. BDO worked with the Monitor and the mortgage servicers to develop work plans and testing templates designed to validate compliance with the servicing standards and the provision of consumer relief. BDO developed tools (for example, checklists, questionnaires, and work programs) used by five Secondary Professional Firms to perform their test work as well as BDO's own test work. BDO also developed a technology platform to document the results of the Secondary Professional Firms' evaluation of the mortgage servicers' compliance with the servicing standards and a web-based platform to analyze hundreds of thousands of consumer complaints. BDO also assisted the Monitor in reporting to the U.S. District Court for the District of Columbia.

WESTERN UNION

Client Name	Superior Court of Arizona		
Client References	[redacted] Osborn Maledon 2929 North Central Avenue Twenty-First Floor Phoenix, AZ 85012-2793 [redacted]	[redacted] Pinal County Attorney's Office (previously at the Arizona Attorney General's Office) [redacted]	
Period of Performance	2014 - 2017	**Type**	Time & Material

RELEVANT EXPERIENCE BASED ON SERVICES REQUIRED BY THIS RFQ

Category 1 Program and Process Management Auditing				Category 2 Financial Auditing and Grant Management			Category 3 Integrity Monitoring/Anti-fraud				
CARES Act	Disaster Recovery	Program and Process Reviews	Account Reconciliations	Grants Management	Financial Management and Accounting	Training Support	Financial, Operation and Compliance Reviews	Risk Assessment	Anti-fraud Support	Monitoring & Oversight Support	Data Management and Analytics
		✓			✓		✓	✓	✓	✓	✓

DESCRIPTION OF WORK PERFORMED



Western Union

BDO was appointed as the court-appointed independent monitor to evaluate whether Western Union complied with terms of a settlement agreement it entered into with the Attorney General for the state of Arizona.

Over a three-year period, BDO was responsible for 1) evaluating whether Western Union successfully implemented over 100 recommendations that were designed to enhance Western Union's anti-money laundering (AML) efforts in the Southwest Border Area of the United States and 2) evaluate whether Western Union's AML Compliance Program in the Southwest Border Area of the United States was reasonably designed to prevent, detect, and report money laundering activity.

In our role as monitor, oversaw compliance with state-mandated requirements; used a risk-based approach to evaluate Western Union's internal controls; on a sample basis tested transactions to evaluate contract compliance; and regularly reported our findings to the Superior Court of Arizona (Mariposa County), to the state of Arizona, and to Western Union.

NEW YORK CONVENTION CENTER DEVELOPMENT CORPORATION

Client Name	New York Convention Center Development Corporation (NYCCDC)		
Client References[6]	[redacted] 100 Park Avenue New York, NY 10017 [redacted]		
Period of Performance	2010 - 2014	**Type**	Time & Material

RELEVANT EXPERIENCE BASED ON SERVICES REQUIRED BY THIS RFQ

Category 1 Program and Process Management Auditing				Category 2 Financial Auditing and Grant Management			Category 3 Integrity Monitoring/Anti-fraud				
CARES Act	Disaster Recovery	Program and Process Reviews	Account Reconciliations	Grants Management	Financial Management and Accounting	Training Support	Financial, Operation and Compliance	Risk Assessment	Anti-fraud Support	Monitoring & Oversight Support	Data Management and Analytics
		✓	✓		✓		✓	✓	✓	✓	✓

DESCRIPTION OF WORK PERFORMED



New York Convention Center Development Corporation (NYCCDC)

In a highly competitive process, BDO was selected by the Board of Directors of NYCCDC to serve as the integrity monitor for the $463 million expansion and renovation project of the Jacob K. Javits Convention Center.

Over a four-year period, BDO's responsibilities included conducting an annual forensic review of the financial books and records of 25 prime contractors to determine the accuracy of time and material, and lump sum, change order billings. These reviews led to BDO uncovering approximately $2 million in overbillings, which were ultimately returned to NYCCDC.

BDO also performed a projects control assessment of the construction manager to identify potential fraud risks; established appropriate controls to help mitigate those risks; participated in monthly payment requisition meetings with NYCCDC and the contract manager; determined whether contractors and subcontractors were complying with M/WBE procurement requirements; prepared quarterly reports that detailed our audit findings; and presented to Board Members of NYCCDC.

[6] Only one reference is available for this past performance

SPECIAL COMMISSIONER OF INVESTIGATION FOR THE NEW YORK CITY SCHOOL DISTRICT

Client Name	Special Commissioner of Investigation for the New York City School District (SCI)		
Client References[7]	[redacted] The Special Commissioner of Investigation for the New York City School District 80 Maiden Lane, 20th Floor New York, NY 10038 [redacted]		
Period of Performance	2011 - 2013	**Type**	Time & Material

RELEVANT EXPERIENCE BASED ON SERVICES REQUIRED BY THIS RFQ

Category 1 Program and Process Management Auditing				Category 2 Financial Auditing and Grant Management			Category 3 Integrity Monitoring/Anti-fraud				
CARES Act	Disaster Recovery	Program and Process Reviews	Account Reconciliations	Grants Management	Financial Management and Accounting	Training Support	Financial, Operation and Compliance	Risk Assessment	Anti-fraud Support	Monitoring & Oversight Support	Data Management and Analytics
		✓	✓		✓		✓	✓	✓	✓	✓

DESCRIPTION OF WORK PERFORMED



Special Commissioner of Investigation for the New York City School District (SCI)

BDO was hired by SCI, an independent agency of the New York City Department of Education (DOE) to serve as the integrity monitor for two school bus companies that were involved in paying cash bribes to DOE bus inspectors.

Responsibilities included interviewing owners and key personnel to understand the nature of the fraud; performing a forensic review of the financial books and records to verify compliance with terms of the monitoring agreement; designing and implementing a fraud corruption prevention program; and implementing a 24-hour telephone hotline for the reporting of suspected, or actual, improper conduct. BDO also prepared periodic reports for, and met with, SCI to discuss our investigative findings and our recommendations for remedial action.

[7] Only one reference is available for this past performance

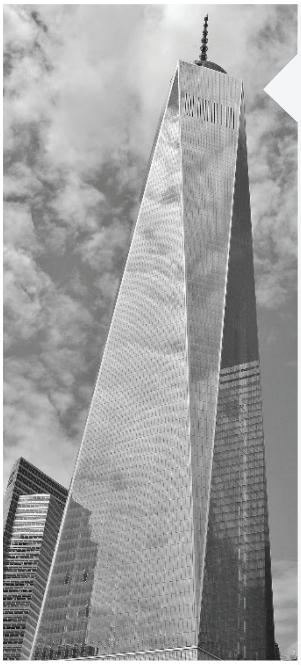
3 WORLD TRADE CENTER PROJECT

Client Name	Silverstein Properties
Client References[8]	[redacted] Silverstein Properties 7 World Trade Center 250 Greenwich Street New York, NY 10007 [redacted]
Period of Performance	2015 - 2016 **Type** Time & Material

RELEVANT EXPERIENCE BASED ON SERVICES REQUIRED BY THIS RFQ

Category 1 Program and Process Management Auditing				Category 2 Financial Auditing and Grant Management			Category 3 Integrity Monitoring/Anti-fraud				
CARES Act	Disaster Recovery	Program and Process Reviews	Account Reconciliations	Grants Management	Financial Management and Accounting	Training Support	Financial, Operation and Compliance	Risk Assessment	Anti-fraud Support	Monitoring & Oversight Support	Data Management and Analytics
		✓	✓		✓		✓		✓	✓	✓

DESCRIPTION OF WORK PERFORMED



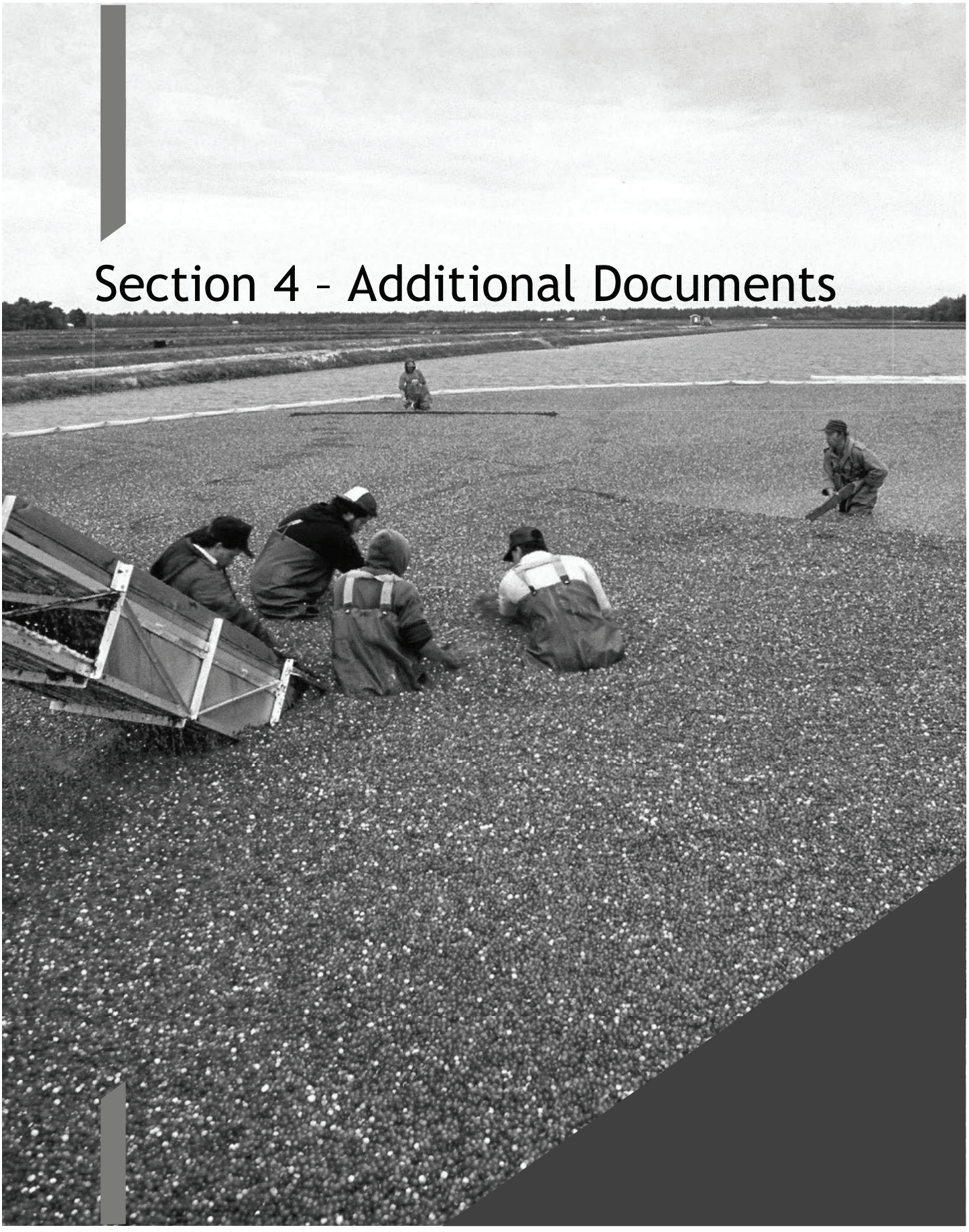
3 World Trade Center Project

BDO was hired by Silverstein Properties to review the project expenses for a steel erecting company employed to perform approximately $60 million of work on the 3 World Trade Center project.

Responsibilities included reviewing the cash receipts and cash disbursements of the selected contractor to evaluate whether it was using Tower 3 funds solely for Tower 3 expenses; rather than using these monies to fund other projects. Responsibilities also included preparing, on a monthly basis, an analysis comparing total project expenses to total cash received to determine whether the contractor was paying its vendors in a timely fashion and to determine whether the contractor underbid its initial contract with Silverstein.

BDO's review uncovered that the contractor was using Tower 3 funds to pay expenses of other projects and that it was failing to pay its vendors in a timely fashion. Because of this negative cash flow problem, the company filed for bankruptcy – with its debt ultimately being acquired by another entity. Nevertheless, BDO's work allowed Silverstein to become aware of the issue before suppliers and vendors of the bankrupt contractor put liens on the property.

[8] Only one reference is available for this past performance

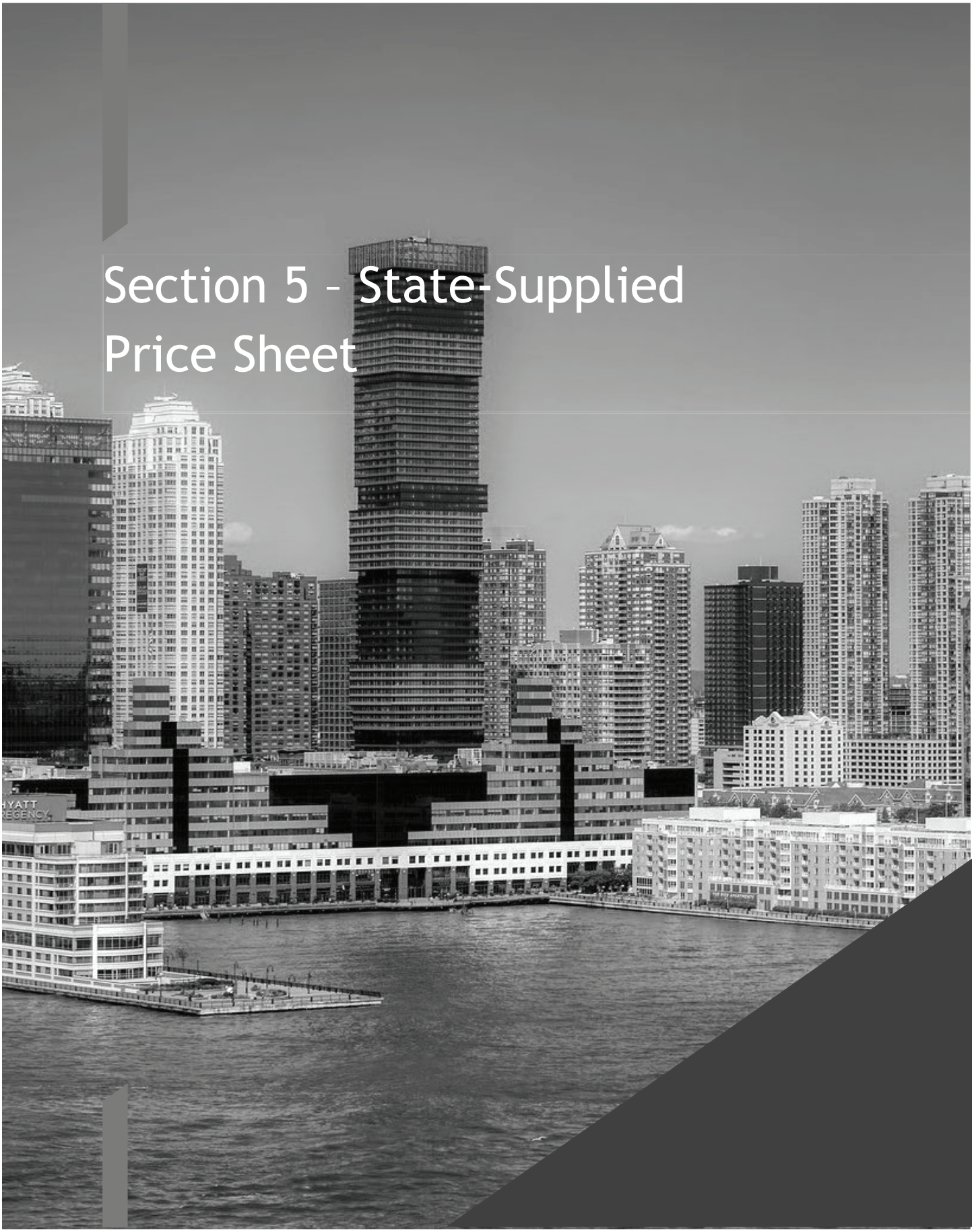


Section 4 – Additional Documents

4. Section 4 – Additional Documents

The required forms from Section 1 are included in the appendix and the complete forms have been separately provided. No additional documents are being submitted.

Section 5 – State-Supplied Price Sheet



BEST AND FINAL OFFER (BAFO) PRICE SCHEDULE

Integrity Oversight Monitoring: Program and Performance Monitoring, Financial Monitoring and Grant Management and Anti-Fraud Monitoring for COVID-19 Recovery Funds and Programs

Refer to RFQ Section 3.0 (Scope of Work) for task requirements and deliverables and Section 4.1.4.1 (State-Supplied Price Sheet Instructions) for additional information regarding this Price Schedule.

Bidder's Name: BDO Public Sector, LLC

CATEGORY 1: PROGRAM AND PROCESS MANAGEMENT AUDITING

LINE #	STAFF CLASSIFICATIONS	YEAR 1 HOURLY RATE	YEAR 2 HOURLY RATE
1	Partner/Principal/Director	$265.05	$269.56
2	Program Manager	$260.40	$264.83
3	Project Manager	$209.00	$212.55
4	Supervisory/Senior Consultant	$175.75	$178.74
5	Consultant	$139.65	$142.02
6	Associate/Staff	$99.75	$101.45
7	Subject Matter Expert	$265.05	$269.56
8	Administrative Support	$90.25	$91.78

LINE #	Pass through Price Lines	YEAR 1	YEAR 2
9	Other Direct Costs		
10	Travel Expenses and Reimbursements		

- **The State makes no guarantee of volume of work effort.**
- **The Pass-Through Price Lines shall be used to reimburse for Travel and Other Direct Costs in accordance with the terms of the Contractor's GSA Schedule(s) only. No mark-up will be provided for Price Lines 9 and 10.**

Bidder's Name: BDO Public Sector, LLC

CATEGORY 2: FINANCIAL AUDITING AND GRANT MANAGEMENT

LINE #	STAFF CLASSIFICATIONS	YEAR 1 HOURLY RATE	YEAR 2 HOURLY RATE
11	Partner/Principal/Director	$265.05	$269.56
12	Program Manager	$260.40	$264.83
13	Project Manager	$209.00	$212.55
14	Supervisory/Senior Consultant	$175.75	$178.74
15	Consultant	$139.65	$142.02
16	Associate/Staff	$99.75	$101.45
17	Subject Matter Expert	$265.05	$269.56
18	Administrative Support	$90.25	$91.78

LINE #	Pass through Price Lines	YEAR 1	YEAR 2
19	Other Direct Costs		
20	Travel Expenses and Reimbursements		

- **The State makes no guarantee of volume of work effort.**
- **The Pass-Through Price Lines shall be used to reimburse for Travel and Other Direct Costs in accordance with the terms of the Contractor's GSA Schedule(s) only. No mark-up will be provided for Price Lines 19 and 20.**

Bidder's Name: BDO Public Sector, LLC

CATEGORY 3: INTEGRITY MONITORING/ANTI-FRAUD

LINE #	STAFF CLASSIFICATIONS	YEAR 1 HOURLY RATE	YEAR 2 HOURLY RATE
21	Partner/Principal/Director	$265.05	$269.56
22	Program Manager	$260.40	$264.83
23	Project Manager	$209.00	$212.55
24	Supervisory/Senior Consultant	$175.75	$178.74
25	Consultant	$139.65	$142.02
26	Associate/Staff	$99.75	$101.45
27	Subject Matter Expert	$265.05	$269.56
28	Administrative Support	$90.25	$91.78

LINE #	Pass through Price Lines	YEAR 1	YEAR 2
29	Other Direct Costs		
30	Travel Expenses and Reimbursements		

- **The State makes no guarantee of volume of work effort.**
- **The Pass-Through Price Lines shall be used to reimburse for Travel and Other Direct Costs in accordance with the terms of the Contractor's GSA Schedule(s) only. No mark-up will be provided for Price Lines 29 and 30.**

The Contractor is responsible for providing personnel with all necessary equipment to perform the services required in any Engagement issued under this contract. That cost is to be factored into the hourly rate.

6. Section 6 – State of New Jersey Security Due Diligence Third Party Information Security Questionnaire (Section 4.2.9)

The first and second page of the security questionnaire for both BDO and MorganFranklin provided below. The full document is provided separately with our submission.

The documents below in 6.1 and 6.2 along with the completed security questionnaires provided separately are BDO Public Sector, LLC and MorganFranklin Consulting, LLC confidential and proprietary information.

6.1. BDO USA, LLP FORM

CONFIDENTIALITY / NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY /NON-DISCLOSURE AGREEMENT ("Agreement") is effective as of the date last written below and is by and between the New Jersey Office of Homeland Security and Preparedness ("NJOHSP") with its principal address at 1200 Negron Drive, Hamilton New Jersey 08691; the Department of the Treasury –Division of Purchase and Property ("Division"), with its principal place of business at 33 West State Street, Trenton New Jersey 08625 (hereinafter collectively referred to as "State") and BDO Public Sector, LLC, with its principal place of business at 8401 Greensboro Drive, Suite 800, McLean, VA, 22102, its employees, agents, contractors, and legal representatives (hereinafter referred to as the "Vendor").

WHEREAS, the Vendor intends to submit a Quote to the State in response to a Bid Solicitation advertised by the Division; and

WHEREAS, the Vendor is required to complete the State of New Jersey Security Due Diligence Third-Party Information Security Questionnaire and provide applicable supporting documents (collectively "Security Questionnaire") regarding its security and privacy controls and include it with its Quote submitted to the Division; and

WHEREAS, NJOHSP will review the Security Questionnaire to determine whether the Vendor's security and privacy controls meet the State of New Jersey's objectives as outlined and documented in the Statewide Information Security Manual and the corresponding requirements in the Bid Solicitation; and

WHEREAS, the State recognizes that the information contained in the Security Questionnaire may contain Confidential Information;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Vendor and the State do hereby agree as follows:

1. Confidential Information which may be included on the Security Questionnaire means all information, including data, disclosed directly or indirectly, through any means of communication (including in oral, written or digital form) or observation, by or on behalf of the Vendor to or for the benefit of NJOHSP or the Division and all information or data derived there from, that relates to the Vendor's security and privacy controls as contained or referenced in the Security Questionnaire;

2. Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party, except that if the information or data is personally identifying to a person or entity regardless of whether it has become part of the public domain through other means, the other party must maintain full efforts under the Contract to keep it confidential; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party;

3. The Vendor acknowledges that the NJOHSP and the Division are public agencies subject to the New Jersey Open Public Records Act, N.J. S.A. 4 7: 1 A-1 et seq. ("OPRA"), and the common law Right to Know. OPRA is generally construed in favor of granting public access to documents maintained in the course of its official business;

4. In the event that the NJOHSP or the Division receives an appropriate request pursuant to OPRA and/or the common law Right to Know related to the Vendor's Security Questionnaire, NJOHSP and the Division agree not to disclose the Confidential Information contained on the Vendor's Security Questionnaire to a third party;

5. Notwithstanding the requirements of this Agreement, NJOHSP or the Division may release the Security Questionnaire if directed to do so by operation of law, pursuant to a lawfully issued subpoena, or pursuant to a ruling by a court or arbitrator of competent jurisdiction. NJOHSP or the Division shall notify the Vendor, at the address listed above, of such ruling or directive upon being made aware of same;

6. This Agreement shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles and any legal action regarding this Agreement shall be filed in the appropriate Division of the New Jersey Superior Court;

7. This is the complete Agreement between the State and the Vendor with respect to the treatment of the Security Questionnaire and shall have no effect on the other components of the Vendor's submitted Quote.

8. Any revision to this standard Agreement by the Vendor that was not approved and accepted by the State during the Question and Answer period shall render the Agreement VOID and the Agreement shall have no legal effect. Such revision, however, will not affect NJOHSP's review of the Security Questionnaire.

IN WITNESSETH WHEREOF, the Parties have executed this Agreement, effective as of the day and date signed below by the Vendor.

FOR THE STATE OF NEW JERSEY

Michael T. Geraghty
Chief Information Security Officer - State of New Jersey
Director – NJ Cybersecurity and Communications
Integration Cell | NJCCIC
Office of Homeland Security and Preparedness

Maurice A. Griffin, Acting Director
Department of the Treasury
Division of Purchase and Property

FOR THE VENDOR

Signature

December 18, 2020
Date

Mark J. Ellenbogen, President & CEO
Print Name and Title

6.2. MORGANFRANKLIN CONSULTING, LLC FORM

CONFIDENTIALITY / NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY /NON-DISCLOSURE AGREEMENT ("Agreement") is effective as of the date last written below and is by and between the New Jersey Office of Homeland Security and Preparedness ("NJOHSP") with its principal address at 1200 Negron Drive, Hamilton New Jersey 08691; the Department of the Treasury –Division of Purchase and Property ("Division"), with its principal place of business at 33 West State Street, Trenton New Jersey 08625 (hereinafter collectively referred to as "State") and MorganFranklin Consulting, LLC, with its principal place of business at 7900 Tysons One Place, Suite 300, McLean, VA 22102, its employees, agents, contractors, and legal representatives (hereinafter referred to as the "Vendor").

WHEREAS, the Vendor intends to submit a Quote to the State in response to a Bid Solicitation advertised by the Division; and

WHEREAS, the Vendor is required to complete the State of New Jersey Security Due Diligence Third-Party Information Security Questionnaire and provide applicable supporting documents (collectively "Security Questionnaire") regarding its security and privacy controls and include it with its Quote submitted to the Division; and

WHEREAS, NJOHSP will review the Security Questionnaire to determine whether the Vendor's security and privacy controls meet the State of New Jersey's objectives as outlined and documented in the Statewide Information Security Manual and the corresponding requirements in the Bid Solicitation; and

WHEREAS, the State recognizes that the information contained in the Security Questionnaire may contain Confidential Information;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Vendor and the State do hereby agree as follows:

1. Confidential Information which may be included on the Security Questionnaire means all information, including data, disclosed directly or indirectly, through any means of communication (including in oral, written or digital form) or observation, by or on behalf of the Vendor to or for the benefit of NJOHSP or the Division and all information or data derived there from, that relates to the Vendor's security and privacy controls as contained or referenced in the Security Questionnaire;

2. Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party, except that if the information or data is personally identifying to a person or entity regardless of whether it has become part of the public domain through other means, the other party must maintain full efforts under the Contract to keep it confidential; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party;

3. The Vendor acknowledges that the NJOHSP and the Division are public agencies subject to the New Jersey Open Public Records Act, N J. S.A. 4 7: 1 A-1 et seq. ("OPRA"), and the common law Right to Know. OPRA is generally construed in favor of granting public access to documents maintained in the course of its official business;

4. In the event that the NJOHSP or the Division receives an appropriate request pursuant to OPRA and/or the common law Right to Know related to the Vendor's Security Questionnaire, NJOHSP and the Division agree not to disclose the Confidential Information contained on the Vendor's Security Questionnaire to a third party;

5. Notwithstanding the requirements of this Agreement, NJOHSP or the Division may release the Security Questionnaire if directed to do so by operation of law, pursuant to a lawfully issued subpoena, or pursuant to a ruling by a court or arbitrator of competent jurisdiction. NJOHSP or the Division shall notify the Vendor, at the address listed above, of such ruling or directive upon being made aware of same;

6. This Agreement shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles and any legal action regarding this Agreement shall be filed in the appropriate Division of the New Jersey Superior Court;

7. This is the complete Agreement between the State and the Vendor with respect to the treatment of the Security Questionnaire and shall have no effect on the other components of the Vendor's submitted Quote.

8. Any revision to this standard Agreement by the Vendor that was not approved and accepted by the State during the Question and Answer period shall render the Agreement VOID and the Agreement shall have no legal effect. Such revision, however, will not affect NJOHSP's review of the Security Questionnaire.

IN WITNESSETH WHEREOF, the Parties have executed this Agreement, effective as of the day and date signed below by the Vendor.

FOR THE STATE OF NEW JERSEY

Michael T. Geraghty
Chief Information Security Officer - State of New Jersey
Director – NJ Cybersecurity and Communications
Integration Cell | NJCCIC
Office of Homeland Security and Preparedness

Maurice A. Griffin, Acting Director
Department of the Treasury
Division of Purchase and Property

FOR THE VENDOR

DocuSigned by:
Farouk Belal
Signature 3C6C36504B8C413...

12/17/2020
Date

Farouk Belal Sr. Contracts Manager
Print Name and Title

Source Disclosure

SOURCE DISCLOSURE FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: RFQ No.: 1465257S, Integrity Oversight Monitoring of COVID-19 Recovery Funds and Programs - NJ

VENDOR/BIDDER NAME: BDO Public Sector, LLC

The Vendor/Bidder submits this Form in response to a Bid Solicitation issued by the State of New Jersey, Department of the Treasury, Division of Purchase and Property, in accordance with the requirements of N.J.S.A. 52:34-13.2.

PART 1

☑ All services will be performed by the Contractor and Subcontractors in the United States. Skip Part 2.

☐ Services will be performed by the Contractor and/or Subcontractors outside of the United States. **Complete Part 2.**

PART 2

Where services will be performed outside of the United States, please list every country where services will be performed by the Contractor and all Subcontractors. If any of the services cannot be performed within the United States, the Contractor shall state, with specificity, the reasons why the services cannot be performed in the United States. The Director of the Division of Purchase and Property will review this justification and if deemed sufficient, the Director may seek the Treasurer's approval.

Name of Contractor / Sub-contractor	Performance Location by Country	Description of Service(s) to be Performed Outside of the U.S. *	Reason Why the Service(s) Cannot be Performed in the U.S. *

Attach additional sheets if necessary to describe which service(s), if any, will be performed outside of the U.S. and the reason(s) why the service(s) cannot be performed in the U.S.

Any changes to the information set forth in this Form during the term of any Contract awarded under the referenced Bid Solicitation or extension thereof shall be immediately reported by the Contractor to the Director of the Division of Purchase and Property. If during the term of the Contract, the Contractor shifts the location of services outside the United States, without a prior written determination by the Director, the Contractor shall be deemed in breach of Contract, and the Contract will be subject to termination for cause pursuant to the State of New Jersey Standard Terms and Conditions.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any Contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature

December 7, 2020
Date

Mark J. Ellenbogen
Print Name and Title

DPP Rev. 10.16.2020

Subcontractor Utilization Plan

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

SUBCONTRACTOR UTILIZATION FORM*

List All Businesses To Be Used As Subcontractors. Attach Additional Sheets If Necessary

BID SOLICITATION #:	RFQ No.: 1465257S
BID SOLICITATION TITLE:	Integrity Oversight Monitoring of COVID-19 Recovery Funds and P

VENDOR'S NAME:	BDO Public Sector, LLC
ADDRESS:	8401 Greensboro Dr #800, McLean, VA 22102
PHONE NUMBER:	240-476-7241
EMAIL:	mellenbogen@bdo.com

SUBCONTRACTOR'S NAME:	Hagerty Consulting
ADDRESS:	1618 Orrington Avenue, Suite 201, Evanston, IL 60201
PHONE NUMBER:	(847) 492-8454
FEIN:	[redacted] N.J.S.A. 47:1A-1, N.J.S.A. 1A-1.1 Personal identifying information
EMAIL:	katie.freeman@hagertyconsulting
ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED:	
DESCRIPTION OF WORK TO BE SUBCONTRACTED:	Support for all categories of work including Category 1, 2, and 3. Personn and resource provided will be specific to the needs of NJ DOT

IS THE SUBCONTRACTOR IS A SMALL BUSINESS?
☐ YES ☑ NO
IF YES, SMALL BUSINESS CATEGORY:
☐ I ☐ II ☐ III ☐ IV ☐ V ☐ VI

IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS?
☐ YES ☑ NO

SUBCONTRACTOR'S NAME:	
ADDRESS:	
PHONE NUMBER:	
FEIN:	
EMAIL:	
ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED:	
DESCRIPTION OF WORK TO BE SUBCONTRACTED:	

IS THE SUBCONTRACTOR IS A SMALL BUSINESS?
☐ YES ☐ NO
IF YES, SMALL BUSINESS CATEGORY:
☐ I ☐ II ☐ III ☐ IV ☐ V ☐ VI

IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS?
☐ YES ☐ NO

SUBCONTRACTOR'S NAME:	
ADDRESS:	
PHONE NUMBER:	
FEIN:	
EMAIL:	
ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED:	
DESCRIPTION OF WORK TO BE SUBCONTRACTED:	

IS THE SUBCONTRACTOR IS A SMALL BUSINESS?
☐ YES ☐ NO
IF YES, SMALL BUSINESS CATEGORY:
☐ I ☐ II ☐ III ☐ IV ☐ V ☐ VI

IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS?
☐ YES ☐ NO

* If the Bid Solicitation has subcontracting set-aside goals, and the Vendor has not achieved the goals, Vendor must attach information documenting its good faith effort to achieve the goals.

DPP Rev. 3.14.19

Cooperative Purchasing Form (Agreement to Extend State Contract Terms to Quasi-State Agencies, Counties, Municipalities, School Districts, Colleges)

COOPERATIVE PURCHASING PROGRAM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE:	RFQ No.: 1465257S - Integrity Oversight Monitoring of COVID-19 Recovery Funds and Programs - NJ

VENDOR/BIDDER NAME:	BDO Public Sector, LLC
VENDOR/BIDDER ADDRESS:	8401 Greensboro Dr #800, McLean, VA 22102
VENDOR/BIDDER PHONE NUMBER:	240-476-7241
VENDOR/BIDDER EMAIL:	mellenbogen@bdo.com

AGREEMENT TO EXTEND STATE CONTRACT TO QUASI-STATE AGENCIES, COUNTIES, MUNICIPALITIES, SCHOOL DISTRICTS, COUNTY COLLEGES AND STATE COLLEGES

The Division's Cooperative Purchasing Program provides procurement related assistance to New Jersey local governmental entities and boards of education, State and county colleges and other public entities having statutory authority to utilize select State Contracts issued by the Division, pursuant to the provisions of N.J.S.A. 52:25-16.1 et seq.

The State of New Jersey (State) intends to extend the Contract(s) awarded to the Cooperative Purchasing Program Participants. These Participants include quasi-state entities, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, county colleges, and State colleges. Cooperative purchasing entity enabling laws are:

- N.J.S.A. 52:27B-56.1 permits joint purchasing by the State and agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of new jersey is a member;
- N.J.S.A. 52:25-16.1 allows the director of the division of purchase and property to extend State Contracts for local contacting units;
- N.J.S.A. 52:25-16.2 permits volunteer fire departments, volunteer first aid squads and rescue squads to participate in State Contracts;
- N.J.S.A. 52:25-16.6 permits independent institutions of higher education to participate in State Contracts;
- N.J.S.A. 18A:64A-25.9 permits any college to participate in State Contracts;
- N.J.S.A. 18A:64-60 permits any State college to participate in State Contracts;
- N.J.S.A. 40A:11-12 and N.J.S.A. 18A:18A-10 to allow counties, municipalities and school districts to use such State Contracts without advertising for bids.

No Contract will be extended to Cooperative Purchasing Program Participants unless the Director of the Division of Purchase and Property specifically provides for the extension at the time of the award, or at any time during the period of performance of the Contract.

Although the State, with the consent of the Vendor(s)/Bidder(s), is making the use of the Contract available to Cooperative Purchasing Program participants, the State makes no representation as to the acceptability of any Bid Solicitation terms and conditions under the local public Contracts law or any other enabling statute or regulation.

In order for the State Contract to be extended to Cooperative Purchasing Program Participants, the Vendor/Bidder must agree to extend the Contract resulting from the Bid Solicitation by executing this form. A Vendor's/Bidder's willingness or unwillingness to extend will not be a factor in the State's evaluation and/or award decision. The Director will not award a separate Contract for local use.

Do you agree to extend any State Contract awarded as a result of this Bid Solicitation to the Cooperative Purchasing Program Participants at the same price, terms and conditions set forth in the resulting State Contract? If the Vendor/Bidder does not check "YES" or "NO" below, the answer will be considered as "NO".

☑ **YES** ☐ **NO**

Signature

December 7, 2020
Date

Mark J. Ellenbogen
Print Name and Title

DPP Rev. 8.14.2020

Source Disclosure

SOURCE DISCLOSURE FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: G4018 IM - Integrity Oversight Monitoring for COVID-19 Recovery Funds and Programs

VENDOR/BIDDER NAME: MorganFranklin Consulting, LLC

The Vendor/Bidder submits this Form in response to a Bid Solicitation issued by the State of New Jersey, Department of the Treasury, Division of Purchase and Property, in accordance with the requirements of N.J.S.A. 52:34-13.2.

PART 1

☑ All services will be performed by the Contractor and Subcontractors in the United States. Skip Part 2.

☐ Services will be performed by the Contractor and/or Subcontractors outside of the United States. **Complete Part 2.**

PART 2

Where services will be performed outside of the United States, please list every country where services will be performed by the Contractor and all Subcontractors. If any of the services cannot be performed within the United States, the Contractor shall state, with specificity, the reasons why the services cannot be performed in the United States. The Director of the Division of Purchase and Property will review this justification and if deemed sufficient, the Director may seek the Treasurer's approval.

Name of Contractor / Sub-contractor	Performance Location by Country	Description of Service(s) to be Performed Outside of the U.S. *	Reason Why the Service(s) Cannot be Performed in the U.S. *

**Attach additional sheets if necessary to describe which service(s), if any, will be performed outside of the U.S. and the reason(s) why the service(s) cannot be performed in the U.S.*

Any changes to the information set forth in this Form during the term of any Contract awarded under the referenced Bid Solicitation or extension thereof shall be immediately reported by the Contractor to the Director of the Division of Purchase and Property. If during the term of the Contract, the Contractor shifts the location of services outside the United States, without a prior written determination by the Director, the Contractor shall be deemed in breach of Contract, and the Contract will be subject to termination for cause pursuant to the State of New Jersey Standard Terms and Conditions.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any Contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature

12/18/2020
Date

Farouk Bolal, Sr. Contracts Manager
Print Name and Title

Subcontractor Utilization Plan

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

SUBCONTRACTOR UTILIZATION FORM*

List All Businesses To Be Used As Subcontractors. Attach Additional Sheets If Necessary

BID SOLICITATION #:	G4018 IM
BID SOLICITATION TITLE:	Integrity Oversight Monitoring for COVID-19 Recovery Funds and Pr

VENDOR'S NAME:	MorganFranklin Consulting, LLC
ADDRESS:	7900 Tysons One Place, Suite 300 McLean, VA 22102
PHONE NUMBER:	703.564.7525
EMAIL:	contracts@morganfranklin.com

SUBCONTRACTOR'S NAME:	BDO Public Sector, LLC
ADDRESS:	8401 Greensboro Drive, Suite 800 McLean, VA 22102
PHONE NUMBER:	301-354-0712 **FEIN:** N.J.S.A. 47:1A-1 N.J.S.A. 1A-1.1 Personal identifying information
EMAIL:	wendy.morris@bdo.com
ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED:	
DESCRIPTION OF WORK TO BE SUBCONTRACTED:	Integrity Oversight Monitoring for COVID-19 Recovery Funds and Programs

IS THE SUBCONTRACTOR IS A SMALL BUSINESS?
☐ YES ☑ NO
IF YES, SMALL BUSINESS CATEGORY:
☐ I ☐ II ☐ III ☐ IV ☐ V ☐ VI

IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS?
☐ YES ☑ NO

SUBCONTRACTOR'S NAME:	
ADDRESS:	
PHONE NUMBER:	**FEIN:**
EMAIL:	
ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED:	
DESCRIPTION OF WORK TO BE SUBCONTRACTED:	

IS THE SUBCONTRACTOR IS A SMALL BUSINESS?
☐ YES ☐ NO
IF YES, SMALL BUSINESS CATEGORY:
☐ I ☐ II ☐ III ☐ IV ☐ V ☐ VI

IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS?
☐ YES ☐ NO

SUBCONTRACTOR'S NAME:	
ADDRESS:	
PHONE NUMBER:	**FEIN:**
EMAIL:	
ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED:	
DESCRIPTION OF WORK TO BE SUBCONTRACTED:	

IS THE SUBCONTRACTOR IS A SMALL BUSINESS?
☐ YES ☐ NO
IF YES, SMALL BUSINESS CATEGORY:
☐ I ☐ II ☐ III ☐ IV ☐ V ☐ VI

IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS?
☐ YES ☐ NO

* If the Bid Solicitation has subcontracting set-aside goals, and the Vendor has not achieved the goals, Vendor must attach information documenting its good faith effort to achieve the goals.

DPP Rev. 3.14.19

Cooperative Purchasing Form (Agreement to Extend State Contract Terms to Quasi-State Agencies, Counties, Municipalities, School Districts, Colleges)

COOPERATIVE PURCHASING PROGRAM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: G4018 IM - Integrity Oversight Monitoring for COVID-19 Recovery Funds and Programs

VENDOR/BIDDER NAME:	MorganFranklin Consulting, LLC
VENDOR/BIDDER ADDRESS:	7900 Tysons One Place, Suite 300
	McLean, VA 22102
VENDOR/BIDDER PHONE NUMBER:	703.564.7525
VENDOR/BIDDER EMAIL:	contracts@morganfranklin.com

AGREEMENT TO EXTEND STATE CONTRACT TO QUASI-STATE AGENCIES, COUNTIES, MUNICIPALITIES, SCHOOL DISTRICTS, COUNTY COLLEGES AND STATE COLLEGES

The Division's Cooperative Purchasing Program provides procurement related assistance to New Jersey local governmental entities and boards of education, State and county colleges and other public entities having statutory authority to utilize select State Contracts issued by the Division, pursuant to the provisions of N.J.S.A. 52:25-16.1 et seq.

The State of New Jersey (State) intends to extend the Contract(s) awarded to the Cooperative Purchasing Program Participants. These Participants include quasi-state entities, counties, municipalities, school districts, volunteer fire departments, first aid squads, independent institutions of higher learning, county colleges, and State colleges. Cooperative purchasing entity enabling laws are:

- N.J.S.A. 52:27B-56.1 permits joint purchasing by the State and agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of new jersey is a member;
- N.J.S.A. 52:25-16.1 allows the director of the division of purchase and property to extend State Contracts for local contacting units;
- N.J.S.A. 52:25-16.2 permits volunteer fire departments, volunteer first aid squads and rescue squads to participate in State Contracts;
- N.J.S.A. 52:25-16.6 permits independent institutions of higher education to participate in State Contracts;
- N.J.S.A. 18A:64A-25.9 permits any college to participate in State Contracts;
- N.J.S.A. 18A:64-60 permits any State college to participate in State Contracts;
- N.J.S.A. 40A:11-12 and N.J.S.A. 18A:18A-10 to allow counties, municipalities and school districts to use such State Contracts without advertising for bids.

No Contract will be extended to Cooperative Purchasing Program Participants unless the Director of the Division of Purchase and Property specifically provides for the extension at the time of the award, or at any time during the period of performance of the Contract.

Although the State, with the consent of the Vendor(s)/Bidder(s), is making the use of the Contract available to Cooperative Purchasing Program participants, the State makes no representation as to the acceptability of any Bid Solicitation terms and conditions under the local public Contracts law or any other enabling statute or regulation.

In order for the State Contract to be extended to Cooperative Purchasing Program Participants, the Vendor/Bidder must agree to extend the Contract resulting from the Bid Solicitation by executing this form. A Vendor's/Bidder's willingness or unwillingness to extend will not be a factor in the State's evaluation and/or award decision. The Director will not award a separate Contract for local use.

Do you agree to extend any State Contract awarded as a result of this Bid Solicitation to the Cooperative Purchasing Program Participants at the same price, terms and conditions set forth in the resulting State Contract? If the Vendor/Bidder does not check "YES" or "NO" below, the answer will be considered as "NO".

☑ YES ☐ NO

Signature

12/18/2020
Date

Farouk Belal, Sr. Contracts Manager
Print Name and Title

DPP Rev. 8.14.2020

CONFIDENTIALITY / NON-DISCLOSURE AGREEMENT

THIS CONFIDENTIALITY /NON-DISCLOSURE AGREEMENT ("Agreement") is effective as of the date last written below and is by and between the New Jersey Office of Homeland Security and Preparedness ("NJOHSP") with its principal address at 1200 Negron Drive, Hamilton New Jersey 08691; the Department of the Treasury –Division of Purchase and Property ("Division"), with its principal place of business at 33 West State Street, Trenton New Jersey 08625 (hereinafter collectively referred to as "State") and MorganFranklin Consulting, LLC , with its principal place of business at 7900 Tysons One Place, Suite 300, McLean, VA 22102 , its employees, agents, contractors, and legal representatives (hereinafter referred to as the "Vendor").

WHEREAS, the Vendor intends to submit a Quote to the State in response to a Bid Solicitation advertised by the Division; and

WHEREAS, the Vendor is required to complete the State of New Jersey Security Due Diligence Third-Party Information Security Questionnaire and provide applicable supporting documents (collectively "Security Questionnaire") regarding its security and privacy controls and include it with its Quote submitted to the Division; and

WHEREAS, NJOHSP will review the Security Questionnaire to determine whether the Vendor's security and privacy controls meet the State of New Jersey's objectives as outlined and documented in the Statewide Information Security Manual and the corresponding requirements in the Bid Solicitation; and

WHEREAS, the State recognizes that the information contained in the Security Questionnaire may contain Confidential Information;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Vendor and the State do hereby agree as follows:

1. Confidential Information which may be included on the Security Questionnaire means all information, including data, disclosed directly or indirectly, through any means of communication (including in oral, written or digital form) or observation, by or on behalf of the Vendor to or for the benefit of NJOHSP or the Division and all information or data derived there from, that relates to the Vendor's security and privacy controls as contained or referenced in the Security Questionnaire;

2. Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party, except that if the information or data is personally identifying to a person or entity regardless of whether it has become part of the public domain through other means, the other party must maintain full efforts under the Contract to keep it confidential; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party;

3. The Vendor acknowledges that the NJOHSP and the Division are public agencies subject to the New Jersey Open Public Records Act, N .J. S.A. 4 7: 1 A-1 et seq. ("OPRA"), and the common law Right to Know. OPRA is generally construed in favor of granting public access to documents maintained in the course of its official business;

4. In the event that the NJOHSP or the Division receives an appropriate request pursuant to OPRA and/or the common law Right to Know related to the Vendor's Security Questionnaire, NJOHSP and the Division agree not to disclose the Confidential Information contained on the Vendor's Security Questionnaire to a third party;

5. Notwithstanding the requirements of this Agreement, NJOHSP or the Division may release the Security Questionnaire if directed to do so by operation of law, pursuant to a lawfully issued subpoena, or pursuant to a ruling by a court or arbitrator of competent jurisdiction. NJOHSP or the Division shall notify the Vendor, at the address listed above, of such ruling or directive upon being made aware of same;

6. This Agreement shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles and any legal action regarding this Agreement shall be filed in the appropriate Division of the New Jersey Superior Court;

7. This is the complete Agreement between the State and the Vendor with respect to the treatment of the Security Questionnaire and shall have no effect on the other components of the Vendor's submitted Quote.

8. Any revision to this standard Agreement by the Vendor that was not approved and accepted by the State during the Question and Answer period shall render the Agreement VOID and the Agreement shall have no legal effect. Such revision, however, will not affect NJOHSP's review of the Security Questionnaire.

IN WITNESSETH WHEREOF, the Parties have executed this Agreement, effective as of the day and date signed below by the Vendor.

FOR THE STATE OF NEW JERSEY

Michael T. Geraghty
Chief Information Security Officer - State of New Jersey
Director – NJ Cybersecurity and Communications Integration Cell | NJCCIC
Office of Homeland Security and Preparedness

Maurice A. Griffin, Acting Director
Department of the Treasury
Division of Purchase and Property

FOR THE VENDOR

DocuSigned by:
Farouk Belal
766C36504B8C413...
Signature

12/17/2020
Date

Farouk Belal Sr. Contracts Manager
Print Name and Title

Pages 207 through 290 redacted for the following reasons:
- -
N.J.S.A. 47:1A-1.1 Information regarding computer hardware/software/networks