



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

Table of Contents

1.0	INFORMATION FOR BIDDERS	6
1.1	PURPOSE AND INTENT	6
1.2	BACKGROUND	6
1.2.1	ENGAGEMENT PROCESS	7
1.3	QUESTION AND ANSWER PERIOD	8
1.3.1	SUBMISSION OF QUOTES	9
1.4	ADDITIONAL INFORMATION	9
1.4.1	BIDDER RESPONSIBILITY	9
1.4.2	COST LIABILITY	9
1.4.3	CONTENTS OF QUOTE	9
1.4.4	ELECTRONIC SIGNATURES	10
2.0	DEFINITIONS	11
2.1	CROSSWALK	11
2.2	GENERAL DEFINITIONS	11
2.3	CONTRACT SPECIFIC DEFINITIONS/ACRONYMS	13
3.0	SCOPE OF WORK – REQUIREMENTS OF THE CONTRACTOR	15
3.1	GENERAL TASKS	15
3.1.1	SPECIFIC TASKS BY CATEGORY	16
3.1.2	DELIVERABLES AND DUE DATES	17
3.1.3	DELIVERABLES	17
3.1.4	DELIVERABLE DUE DATES	17
3.1.5	REPORTING AND DOCUMENTATION	17
3.2	LITIGATION SERVICES	18
3.3	TRAVEL EXPENSES AND REIMBURSEMENTS	18
3.4	SECURITY PLAN	18
3.4.1	INFORMATION SECURITY PROGRAM MANAGEMENT	19
3.4.2	COMPLIANCE	19
3.4.3	PERSONNEL SECURITY	19
3.4.4	SECURITY AWARENESS AND TRAINING	20
3.4.5	RISK MANAGEMENT	20
3.4.6	PRIVACY	20
3.4.7	ASSET MANAGEMENT	22
3.4.8	SECURITY CATEGORIZATION	22
3.4.9	MEDIA PROTECTION	22
3.4.10	CRYPTOGRAPHIC PROTECTIONS	23
3.4.11	ACCESS MANAGEMENT	23
3.4.12	IDENTITY AND AUTHENTICATION	23
3.4.13	REMOTE ACCESS	23
3.4.14	SECURITY ENGINEERING AND ARCHITECTURE	24
3.4.15	CONFIGURATION MANAGEMENT	24
3.4.16	ENDPOINT SECURITY	24
3.4.17	ICS/SCADA/OT SECURITY	25
3.4.18	INTERNET OF THINGS SECURITY	25
3.4.19	MOBILE DEVICE SECURITY	25
3.4.20	NETWORK SECURITY	25
3.4.21	CLOUD SECURITY	26
3.4.22	CHANGE MANAGEMENT	26
3.4.23	MAINTENANCE	26
3.4.24	THREAT MANAGEMENT	26
3.4.25	VULNERABILITY AND PATCH MANAGEMENT (VU)	27
3.4.26	CONTINUOUS MONITORING	27
3.4.27	SYSTEM DEVELOPMENT AND ACQUISITION	27
3.4.28	PROJECT AND RESOURCE MANAGEMENT	27
3.4.29	CAPACITY AND PERFORMANCE MANAGEMENT	28
3.4.30	THIRD PARTY MANAGEMENT	28
3.4.31	PHYSICAL AND ENVIRONMENTAL SECURITY	28
3.4.32	CONTINGENCY PLANNING	29
3.4.33	INCIDENT RESPONSE	29

4.0	QUOTE PREPARATION AND SUBMISSION – REQUIREMENTS OF THE BIDDER	30
4.1	GENERAL	30
4.1.1	FORMS, REGISTRATIONS AND CERTIFICATIONS REQUIRED WITH QUOTE	30
4.1.2	FORMS, REGISTRATIONS AND CERTIFICATIONS REQUIRED BEFORE CONTRACT AWARD AND THAT SHOULD BE SUBMITTED WITH THE QUOTE	33
4.1.3	FINANCIAL CAPABILITY OF THE BIDDER	34
4.1.4	STATE-SUPPLIED PRICE SHEET	34
4.2	REQUIRED COMPONENTS OF THE QUOTE	35
4.2.1	TECHNICAL QUOTE	35
4.2.2	MANAGEMENT OVERVIEW	36
4.2.3	CONTRACT MANAGEMENT	36
4.2.4	ORGANIZATIONAL SUPPORT AND EXPERIENCE	36
4.2.5	RESUMES	37
4.2.6	EXPERIENCE OF BIDDER ON SIMILAR CONTRACTS	37
4.2.7	ADDITIONAL EXPERIENCE OF BIDDER	38
4.2.8	NOTICE PURSUANT TO E.O. 166 REQUIREMENT FOR POSTING SUCCESSFUL QUOTES AND CONTRACT DOCUMENTS	38
4.2.9	OVERVIEW OF SECURITY PLAN AND STANDARDS	38
5.0	SPECIAL CONTRACTUAL TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT	40
5.1	PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS	40
5.2	CONTRACT TERM AND EXTENSION OPTION	40
5.3	CONTRACT TRANSITION	40
5.4	CHANGE ORDER	40
5.5	CONTRACTOR RESPONSIBILITIES	40
5.6	SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)	41
5.7	OWNERSHIP OF MATERIAL	41
5.8	CONFIDENTIALITY	42
5.9	NEWS RELEASES	43
5.10	ADVERTISING	43
5.11	LICENSES AND PERMITS	43
5.12	CLAIMS AND REMEDIES	43
5.12.1	CLAIMS	43
5.12.2	REMEDIES	43
5.12.3	REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS	43
5.13	MODIFICATIONS AND CHANGES TO THE STATE OF NJ STANDARD TERMS AND CONDITIONS (SSTC)	43
5.13.1	INDEMNIFICATION	44
5.13.2	INSURANCE - PROFESSIONAL LIABILITY INSURANCE	45
5.14	FORCE MAJEURE PROVISION	46
5.15	CONTRACT ACTIVITY REPORT	46
5.16	ELECTRONIC PAYMENTS	47
5.17	PROGRAM EFFICIENCY ASSESSMENT FOR STATE USING AGENCIES	47
6.0	QUOTE EVALUATION	47
6.1	DIRECTOR'S RIGHT OF FINAL QUOTE ACCEPTANCE AND RIGHT TO WAIVE	47
6.2	STATE'S RIGHT TO INSPECT BIDDER FACILITIES	48
6.3	STATE'S RIGHT TO REQUEST FURTHER INFORMATION	48
6.4	EVALUATION	48
6.4.1	QUOTE EVALUATION COMMITTEE	48
6.4.2	TECHNICAL EVALUATION CRITERIA	48
6.4.3	BIDDER'S STATE-SUPPLIED PRICE SCHEDULE	49
6.4.4	QUOTE DISCREPANCIES	49
6.5	ORAL PRESENTATION	49
6.6	NEGOTIATION	49
6.7	POOR PERFORMANCE	50
7.0	CONTRACT AWARD	51
7.1	DOCUMENTS REQUIRED BEFORE CONTRACT AWARD	51
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 <i>ET SEQ.</i>	51
7.1.2	SOURCE DISCLOSURE REQUIREMENTS	51

7.1.3	AFFIRMATIVE ACTION	52
7.1.4	BUSINESS REGISTRATION	52
7.2	FINAL CONTRACT AWARD.....	52
7.3	INSURANCE CERTIFICATES	52
8.0	CONTRACT ADMINISTRATION	53
8.1	STATE CONTRACT MANAGER	53
8.1.1	STATE CONTRACT MANAGER RESPONSIBILITIES	53
8.1.2	COORDINATION WITH THE STATE CONTRACT MANAGER	53
9.0	STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS	54
1.	STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT	54
1.1	CONTRACT TERMS CROSSWALK	54
2.	STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS.....	54
2.1	BUSINESS REGISTRATION	54
2.2	ANTI-DISCRIMINATION	55
2.3	PREVAILING WAGE ACT	55
2.5	MACBRIDE PRINCIPLES	55
2.6	PAY TO PLAY PROHIBITIONS	55
2.7	POLITICAL CONTRIBUTION DISCLOSURE	56
2.8	STANDARDS PROHIBITING CONFLICTS OF INTEREST	56
2.9	NOTICE TO ALL CONTRACTORS SET-OFF FOR STATE TAX NOTICE.....	57
2.10	COMPLIANCE - LAWS	57
2.11	COMPLIANCE - STATE LAWS.....	57
2.12	WARRANTY OF NO SOLICITATION ON COMMISSION OR CONTINGENT FEE BASIS	57
3.	STATE LAW REQUIRING MANDATORY COMPLIANCE BY CONTRACTORS UNDER CIRCUMSTANCES SET FORTH IN LAW OR BASED ON THE TYPE OF CONTRACT	57
3.1	COMPLIANCE - CODES	57
3.2	PUBLIC WORKS CONTRACTOR REGISTRATION ACT	58
3.3	PUBLIC WORKS CONTRACT - ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS	58
3.4	BUILDING SERVICE	59
3.5	THE WORKER AND COMMUNITY RIGHT TO KNOW ACT	59
3.6	SERVICE PERFORMANCE WITHIN U.S.....	59
3.7	BUY AMERICAN	60
4.	INDEMNIFICATION AND INSURANCE	60
4.1	INDEMNIFICATION	60
4.2	INSURANCE	60
5.	TERMS GOVERNING ALL CONTRACTS.....	61
5.1	CONTRACTOR IS INDEPENDENT CONTRACTOR	61
5.2	CONTRACT AMOUNT.....	61
5.3	CONTRACT TERM AND EXTENSION OPTION.....	61
5.4	STATE'S OPTION TO REDUCE SCOPE OF WORK.....	62
5.5	CHANGE IN LAW	62
5.6	SUSPENSION OF WORK	62
5.7	TERMINATION OF CONTRACT	62
5.8	SUBCONTRACTING OR ASSIGNMENT	63
5.9	NO CONTRACTUAL RELATIONSHIP BETWEEN SUBCONTRACTORS AND STATE	63
5.10	MERGERS, ACQUISITIONS.....	63
5.11	PERFORMANCE GUARANTEE OF CONTRACTOR.....	63
5.12	DELIVERY REQUIREMENTS.....	64
5.13	APPLICABLE LAW AND JURISDICTION.....	64
5.14	CONTRACT AMENDMENT	64
5.15	MAINTENANCE OF RECORDS	64
5.16	ASSIGNMENT OF ANTITRUST CLAIM(S).....	64
6.....		65
6.1	PRICE FLUCTUATION DURING CONTRACT	65
6.2	TAX CHARGES	65
6.3	PAYMENT TO VENDORS.....	65
6.4	OPTIONAL PAYMENT METHOD: P-CARD	66
6.5	NEW JERSEY PROMPT PAYMENT ACT.....	66
6.6	AVAILABILITY OF FUNDS	66
7.	TERMS RELATING TO ALL CONTRACTS FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS.....	67

7.1	CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.....	67
7.2	DOMESTIC PREFERENCE FOR PROCUREMENTS	67
7.3	PROCUREMENT OF RECOVERED MATERIALS.....	67
7.4	EQUAL EMPLOYMENT OPPORTUNITY	68
7.5	DAVIS-BACON ACT, 40 U.S.C. 3141-3148, AS AMENDED.....	69
7.6	COPELAND ANTI-KICKBACK ACT.....	70
7.7	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708	70
7.8	RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT	71
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	71
7.10	DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689).....	71
7.11	BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352	72

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 \(www.njstart.gov\)](http://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 into 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 Division 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 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 processes 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
July 1st 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 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

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 or holder of the public office of Governor or Lieutenant Governor, or to any State or county party committee;

- E. Engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation;
- F. Fund contributions made by third parties, including consultants, attorneys, family members, and employees;
- G. Engage in any exchange of contributions to circumvent the intent of the Legislation; or
- H. Directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

2.7 POLITICAL CONTRIBUTION DISCLOSURE

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

2.8 STANDARDS PROHIBITING CONFLICTS OF INTEREST

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

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

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

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

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

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

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

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

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

2.10 COMPLIANCE - LAWS

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

2.11 COMPLIANCE - STATE LAWS

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

2.12 WARRANTY OF NO SOLICITATION ON COMMISSION OR CONTINGENT FEE BASIS

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

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

3.1 COMPLIANCE - CODES

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

3.2 PUBLIC WORKS CONTRACTOR REGISTRATION ACT

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

3.3 PUBLIC WORKS CONTRACT - ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS

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

- A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;
- B. No contractor, subcontractor, nor any person on his/her behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;
- C. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and
- D. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

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

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

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

- C. The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment, N.J.A.C. 17:27-3.7 requires all contractors and subcontractors, if any, to further agree as follows:
1. The contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2;
 2. The contractor or subcontractor agrees to inform in writing its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices;
 3. The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions; and
 4. In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

3.4 BUILDING SERVICE

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

3.5 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT

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

3.6 SERVICE PERFORMANCE WITHIN U.S.

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

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

3.7 BUY AMERICAN

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

3.8 DOMESTIC MATERIALS

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

3.9 DIANE B. ALLEN EQUAL PAY ACT

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

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.
 - o This \$1,000,000 amount may have been raised by the RFP when deemed necessary by the Director; and
 - o 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. Meeting contract performance requirements; or
 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 and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the State or authorized user. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State or authorized user, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

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

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)

N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

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

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

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)

N.J.S.A. 10:5-39 et. seq. (P.L. 1983, c. 197)

N.J.A.C. 17:27-1.1 et seq.

CONSTRUCTION CONTRACTS

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

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

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

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

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

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

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

- (A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.
- (B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:
- (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
 - (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
 - (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
 - (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
 - (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
 - (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - (i) The contractor or subcontractor shall interview the referred minority or women worker.
 - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith

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

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

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

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

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

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

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

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

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

EXECUTIVE ORDER NO. 151 REQUIREMENTS

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

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

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

1. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at <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**

Table of Contents

Introduction	4
Conditions for Integrity Monitors	6
Risk Assessment	7
Establishing a Pool of Integrity Monitors	9
Procedures for Requesting and Procuring an Integrity Monitor	11
Integrity Monitor Requirements	12
A. Independence	
B. Communication	
C. General Tasks of Integrity Monitors	
D. Reporting Requirements	
1. Reports	
2. Additional Reports	
3. Reports of Waste, Fraud, Abuse or Potentially Criminal Conduct	
Integrity Monitor Management and Oversight	16
Integrity Monitor Report Template	17
Risk Matrix	20

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 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.		
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.		
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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

Integrity Monitor Firm Name: _____

Engagement: _____

Quarter Ending: _____

No.	Recipient Data Elements	Response	Comments
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 Response Comments			
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	Response	Comments
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:
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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

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PHILIP D. MURPHY
Governor

ELIZABETH MAHER MUOIO
Acting State Treasurer

SHEILA Y. OLIVER
Lt. Governor

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

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ELIZABETH MAHER MUOIO
Acting State Treasurer

SHEILA Y. OLIVER
Lt. Governor

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

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ELIZABETH MAHER MUOIO
Acting State Treasurer

SHEILA Y. OLIVER
Lt. Governor

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: <u>Limitation of Liability:</u> 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. <u>Management Decisions:</u> 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. <u>Third Party Usage:</u> 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. California Accountancy Act: 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. Electronic Communications: 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. Active Spreadsheets and Electronic Files: 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. Use of Vendors: 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. Volume Rebates: 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. State Vendors and Conflicts: 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. Disputes: 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. Export Control: 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 that can customarily only be retrieved by computer forensics experts and are generally considered inaccessible without the use of specialized tools and techniques will not be within 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 arising from or resulting 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~~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

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>

PHILIP D. MURPHY
Governor

ELIZABETH MAHER MUOIO
Acting State Treasurer

SHEILA Y. OLIVER
Lt. Governor

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.

1.2.1. Offer and Acceptance Page



OFFER AND ACCEPTANCE PAGE

Bid Solicitation Title Integrity Oversight Monitoring Program and Performance Monitoring, Financial Monitoring and Asset Management and Anti-Fraud Monitor
 Bid Solicitation No. RFQ1465257S
 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) The North Highland Company, LLC
 Address 3333 Piedmont Road NE, Suite 100
 City, State, Zip Code Atlanta, GA 30305
 Phone Number (404)-504-7500
 Fax Number _____

Authorized Signature
 Printed Name Anna Danegger
 Title Vice President
 Email Address anna.danegger@northhighland.com
 FEIN ██████████

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-01437
 Blanket P.O. Award Date April 9, 2021 Blanket P.O. Effective Date April 12, 2021

State of New Jersey Authorized Signature

Rev. 1.22.2020



Response to:
State of New Jersey
Department of the Treasury, Division of Administration
REQUEST FOR QUOTATION
INTEGRITY OVERSIGHT MONITORING: PROGRAM
AND PERFORMANCE MONITORING, FINANCIAL
MONITORING AND GRANT MANAGEMENT AND ANTI-
FRAUD MONITORING FOR COVID-19 RECOVERY
FUNDS AND PROGRAMS

RFQ 1465257S

Technical Quote and Price Schedule

December 18, 2020

Submitted To:
Mona Cartwright, Fiscal Manager
Department of the Treasury
50 West State Street, 8th Floor
Trenton, NJ 08625

Submitted By:
The North Highland Company
25 Independence Boulevard
Suite 302
Warren, NJ 07059

Table of Contents

Document Organization	1
1. Forms	2
1.1. Additional Terms and Conditions	2
1.2. Forms	2
1.2.1. Offer and Acceptance Page	3
1.2.2. Ownership Disclosure Form	4
1.2.3. Disclosure of Investment Activities in Iran Form	6
1.2.4. Subcontractor Utilization Plan	7
1.2.5. Business Registration Certificate	8
1.2.6. Disclosure of Investigations and Other Actions Involving Bidder Form	9
1.2.7. Source Disclosure Form	10
1.3. Financial Capability of the Bidder	12
2. Technical Quote	13
2.1. General Tasks	14
2.2. Category 1 - Program and Process Management	14
2.3. Category 2 - Financial Auditing and Grant Management	22
2.4. Category 3 - Integrity Monitoring/Anti-Fraud	29
2.5. Deliverables	34
2.5.1. Additional Deliverables	34
2.5.2. Deliverable Expectations Documents	34
2.6. Deliverable Due Dates	34
2.7. Reporting and Documentation	35
2.8. Litigation Services	35
2.9. Travel Expenses and Reimbursements	35
2.10. Security Plan	35
3. Organizational Support and Experience	36
3.1. Management Overview	36
3.1.1. Our Understanding	36
3.1.2. Program Management	36
3.1.3. Resource Management	37
3.1.4. Scope of Services	37
3.2. Contract Management	38
3.2.1. Communication	39
3.2.2. Status Reporting	40
3.3. Organizational Support and Experience	42
3.3.1. Personnel	42
3.3.2. Organization Chart	43
3.4. Resumes	44
3.5. Experience on Similar Contracts	70
4. Other Documents	79
5. State-Supplied Price Sheet	80
6. Overview of Security Plan and Standards	83

Document Organization

For ease of review and evaluation, we have structured our Quote to align to the required components of the quote provided in Section 4.2 of the Request for Quote (RFQ):

- Section 1 – Forms
- Section 2 – Technical Quote
- Section 3 – Organizational Support and Experience
 - › Section 3.1 – Management Overview
 - › Section 3.2 – Contract Management
 - › Section 3.3 – Organizational Support and Experience
 - › Section 3.4 – Resumes
 - › Section 3.5 – Experience on Similar Contracts
- Section 4 – Other Documents
- Section 5 – State-Supplied Price Sheet
- Section 6 – Overview of Security Plan and Standards

In addition, we have mapped the technical evaluation criteria in Section 6.4.2 of the RFQ to the relevant sections of our quote in Table 1: Technical Evaluation Criteria Mapping. By doing so, we hope to aid your review and clearly comply with the requirements presented in the RFQ.

Technical Evaluation Criteria	Location in Quote
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	Our proposed personnel are presented in Section 3.3.1: Personnel , Section 3.3.2: Organization Chart , and Section 3.4: Resumes .
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	Our Firm Experience is presented in Section 3.5: Experience on Similar Contracts .
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.	Our approach to (1) completing the Tasks outlined in the RFQ, and (2) providing high-quality project management over the course of the project can be found in Section 2: Technical Quote .

Table 1: Technical Evaluation Criteria Mapping

Please note that we consider descriptions and graphics of CAMS to be confidential and proprietary.

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

VENDOR/BIDDER NAME: The North Highland Company, LLC

PART 1

- ## PART 2

Name of Contractor / Sub-contractor	Performance by Country	Location	Description of Service(s) to be Performed Outside of the U.S. *	Reason 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.

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.

DPP Rev. 10.16.2020

2. Technical Quote

The North Highland Team recognizes the extreme challenges COVID-19 has brought to New Jersey. One of the early hot spots in the country and now facing a winter surge that is threatening to equal the initial outbreak, the lives and livelihoods of all New Jersians have been disrupted by this global pandemic. State Government has been called upon to keep the public safe from disease, but also safe from economic ruin, housing insecurity, and other negative impacts of a retreat from social connections.

To date, no fewer than 50 Federal programs within 14 Federal agencies have made awards to support New Jersey's COVID-19 Recovery. At over \$18B, the total Federal awards dwarf the totals received in response to Superstorm Sandy, previously the state's largest Federal disaster recovery effort. Nevertheless, need outpaces the funds available. Integrity Monitors will play an important role in verifying the State maximizes the impact of the awarded funds and maintains the public's trust through transparent reporting and documented efforts to prevent, detect, and remediate fraud, waste, or abuse in the expenditure of COVID-19 Recovery Funds.

The North Highland Team has direct experience administering COVID-19 Recovery Programs in addition to overseeing and auditing the disbursement of COVID-19 Recovery Funds implemented by others. We have drawn upon this first-hand experience built over the past 9 months but based on decades of successful disaster recovery grants management and public accounting services, in responding to the specific scope of services identified in the RFQ. In partnership with HORNE LLP, we deliver the insights of CPAs who have chosen to focus on disaster recovery. Our approach to every scope item navigates the inherent tension between risk avoidance and urgency of need while always striving for clarity and transparency.

We have found effective data management is the key to being able to have informed conversations with leadership about Program priorities, risks, challenges, and opportunities – both at the overarching policy level and at the individual disbursement level. Our CARES Act Management System (CAMS) is a data management solution tailored to the reporting and documentation requirements of the CARES Act that our team has successfully deployed in Texas, Tennessee, and Florida to support the administration and oversight of their COVID-19 Recovery Programs. Depending upon New Jersey's needs and the systems already in place at the Using Agencies, we see many opportunities in the scope identified for this contract to benefit from the standardization, reporting, and workflow capabilities of the CAMS solution.

Regardless of the specific system, however, our data driven approach is built on the four cornerstones of proactive compliance and oversight functions: alignment, prevention, detection, and remediation as depicted in Exhibit 1. This approach to Integrity Monitoring allows New Jersey to continue to build trust with citizens and business entities, operate in accordance with all regulations, prevent fraud, waste, abuse, and other compliance failures, and even leverage the COVID-19 Recovery Funds awarded to maximize the benefit to New Jersey's communities and economy.



Exhibit 1: Four Cornerstones of Proactive Compliance

2.1. General Tasks

While the scope of each Engagement will depend on the needs of the Using Agency outlined in the Engagement Query and the Category(ies) involved, we understand that certain common tasks will be part of any Engagement under this Contract. The North Highland Team is prepared to move at a rapid pace to plan, support, manage and execute the General Tasks listed in the RFQ, which may be grouped into the following areas:

- **Risks** — incorporating a risk management system to support initial and ongoing risk assessments.
- **Monitoring & Control** – evaluation of project performance; evaluation of the Using Agency's internal controls; ensuring Using Agency document retention meets requirements; conducting on-site visits or comprehensive desk reviews.
- **Compliance & Eligibility** – validation of compliance with general terms and special conditions; sampling of eligibility determinations and denials of applications for funding; validating alignment with State and Treasury for eligibility determinations, disbursements, expenditures, and compliance, as well as follow-ups to frequently asked questions.
- **Discovery** – reviewing written documents (e.g., financial and performance reports or other specific files); conducting interviews and data gathering to inform gap analyses to support current and future needs, as well as recommend operational efficiencies.
- **Communication** – supporting robust communication with all stakeholders, including Integrity Monitors engaged by other State agencies; promoting cooperation and information exchange.

Our ability to rapidly deploy a team to support the tasks identified above was critical to the success of the Florida COVID-19 Recovery monitoring program. North Highland and Horne together deployed over 80 resources in a two-week period to engage with over 25 agencies and 55 counties across the State.

Several of the General Tasks outlined in the RFQ align with specific Category tasks as well. Our approach to delivering each Category of service are described in detail in the following Sections, 2.2 through 2.4. Our team's CAMS solution is an integral component of our delivery of the General and Category-specific tasks that provides visibility and transparency both to the State of New Jersey and the Treasury Department.

2.2. Category 1 - Program and Process Management

Engagements in Category 1 require teams with strong working knowledge of New Jersey Agencies' programs and processes combined with CARES Act and other Federal funding requirements. North Highland's extensive experience working with New Jersey will expedite the

development of processes, controls, and technologies to support the execution of CARES Act funded recovery programs, verifying that all relief funds are available to support New Jersey communities. North Highland has partnered with HORNE to assist New Jersey in accomplishing its goals of verifying COVID-19 Recovery Funds are administered appropriately, risks are managed, that supporting organizational structures are in place, and payments are within compliance with Federal and State guidance. Both North Highland and HORNE have been working with New Jersey agencies for years including HORNE's management of the Super Storm Sandy relief funds. No other firm can bring the breadth and depth of experience that our team has to offer.

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

The CARES Act stipulates specific compliance requirements for eligible expenditures that are unique to COVID-19 Recovery programs. The North Highland Team, and particularly our strategic partner HORNE LLP, has been working with state governments and agencies since the passage of the CARES Act to assess, design, develop, test, and implement new or modified business processes that support compliant spending under these new protocols and requirements. Our team is well versed in the requirements and limitations surrounding COVID-19 Recovery Funds, which restrict certain expenditures, such as:

- Revenue replacement to fill shortfalls in government budgets.
- State share of Medicaid expenses.
- Damages covered by insurance and/or expenses that have been or will be reimbursed under another Federal program.
- Reimbursement to donors for donated items or services.
- Non-COVID-19 related payroll and benefits.
- Workforce bonuses other than hazard pay or overtime.
- Severance pay.
- Legal settlements.

In an effort to drive New Jersey's success, our team will focus on assessing gaps between the State's and the specific Using Agency's current funds management, monitoring processes, and controls and the specific requirements of the CARES Act along with the definitions of the particular COVID-19 Recovery Program being evaluated. Based on the assessed gaps, we will assist in defining requirements and designing modifications to procedures, controls, and systems to validate that the State maximizes the use of available funding and complies with all funding requirements.

Our approach to the design of controls and compliance processes is risk-based and balanced. First, we assess the likelihood and impact of compliance failings throughout the business process, and target controls where they will best mitigate the State's risk. Our lenses of assessment and improvement include:

- Compliance: Does the procedure comply with or sufficiently increase likelihood of compliance with program requirements?
- Accuracy: Does the procedure result in accurate outputs?
- Effectiveness: Does the procedure effectively achieve its objectives?
- Efficiency: How can the procedure be made more efficient and require less effort to execute?
- Timeliness: How can the procedure deliver its outcome quicker?
- User Experience: How can the procedure streamline and simplify the experience of the people performing it?
- Readiness: How adequately trained are the people performing the procedure?

We thoroughly review and assess procedural documentation, including forms, systems, instructions, training materials, and other design material in order to assess existing procedures against CARES Act requirements and grants management best practices. Where appropriate, we map business processes to clarify steps, hand-offs, and flow or test the procedure by sampling transactions and assessing error rates, timeliness, and other relevant metrics. Based on this initial assessment, we will identify and recommend potential improvements for review and approval. In Florida, we were able to streamline the county application submittal process that resulted in all counties receiving funds within days.

The North Highland team's CARES Act Management System, or CAMS, has been specially developed to support compliance with the CARES Act and can play a key role in executing compliant COVID-19 Recovery Programs. The system includes automated validation procedures and global error checks that allows high volumes of reviews be completed consistently and accurately with the urgency and efficiency demanded by COVID-19 response.

b) Review and improve procedures addressing financial management

Managing CARES Act funds can be very complex. The North Highland team is committed to coming alongside New Jersey to verify the State's programs are successfully implemented and provide maximum benefit to your citizens. In addition to developing solid program management policies and procedures, existing financial management procedures should also be evaluated to validate compliance with additional requirements imposed by the particular COVID-19 Recovery Program. Compliant financial management will be a key factor evaluated routinely to gauge New Jersey's success. Focus will be placed on two key elements: appropriate expenditures and intended beneficiaries.

Our team will work with the State to verify strong internal controls are in place to create accountability, verify compliant grant expenditures, and maximize Federal funding opportunities. The financial management system must accomplish the following:

- Establish effective internal controls over all funds, property, and other assets.
- Identify the source and application of funds including verification of cost reasonableness, allowability and allocability.
- Verify if any restrictions or prohibitions apply to the Federal funds received.
- Track funding in a manner that allows for accurate, complete, and timely disclosure of financial results in accordance with reporting requirements.
- Verify timely distribution of funds.

Strong internal controls in the financial management system are critical to create accountability and validate that funds are spent appropriately and that funds reach the intended beneficiary in the most efficient manner possible. We will review existing financial policies and procedures to verify that:

- Adequate segregation of duties exists regarding financial transactions.
- Separate accounts are set up to track budgets and expenditures for CARES Act activities so as to verify funds are not comingled with other Federal funds.
- Signature authority thresholds and personnel have been identified.
- Standards for source documentation have been established.
- Periodic reconciliations are required between the State's accounting system, and the identified system of record.

In addition to the internal controls established over financial transactions, budgetary controls should also be in place to validate responsible and accountable use of grant funds. Our team will

work with program management staff to develop a standard process for comparing actual versus planned obligations and expenditures. This information will be used to identify potential risks to the program so that they can be addressed early in the life cycle of the project.

We will also work with the State to evaluate the existing processes to verify that adequate procedures are in place to detect potential risks for fraud, waste, abuse, and ineligible use of funds. Our team's processes include best-practice templates that HORNE has used in successful disaster recovery efforts nationwide. Currently our Tennessee, Texas and Florida teams are talking on a regular basis to share ideas on how best to administer the relief funds. We can bring this knowledge base to the New Jersey agencies. Because we continually review for fraud, waste, abuse, and ineligible use of funds, as well as duplication of benefits, we are able to proactively identify and address potential issues throughout the project.

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

We understand that tasks in this area will focus on the capacity and readiness of the organization to support the business processes. This may include assessment of:

- Workload: What is the transaction volume? How does volume vary by organizational unit, time period, or other factors?
- Position requirements: How have process responsibilities been assigned and what requirements have been specified for the positions supporting these processes?
- Skill Gaps: To what extent do gaps exist between the skills required for the process and the staff assigned to those roles?
- Training Effectiveness: How effectively are staff trained to understand and perform their roles in the business process?
- Organizational Culture & Effectiveness: How effectively does the organization perform its collective responsibilities?
- Recruiting: How effectively does the organization recruit and onboard staff?

Our approach to transformation and change management is people-centric and leverages leading workforce management practices, as depicted in Exhibit 2.

HOW WE HELP

We supplement traditional change management practices with techniques that drive higher rates of adoption, engage employees, and enable more relevant change management strategies.



DESIGN THINKING

Applying the design principles of empathy, iteration, and co-creation to understand our clients and their business needs, as well as those impacted by change.



BEHAVIORAL SCIENCE

Deploying a targeted approach to behavior change, rooted in an understanding of human decision-making, to shift culture, transform ways of working, and influence decisions.



AGILE DELIVERY

Navigating an organizational transition to Agile ways of working and managing the change impacts through iterative rollouts by Scrum teams.

Exhibit 2: Change Management Approach

d) Consulting services to support account reconciliations

Account reconciliations bring together cost compliance and eligibility reviews with verification of financial records and calculations to confirm the total value of grant-eligible expenditures. We begin any disaster recovery program reconciliation assignment with an initial scope assessment led by an experienced professional who specializes in Stafford Act compliance. Managers are assigned to reconciliation tasks according to their individual specialization. For example, team members who have spent years focusing on audited payroll records and documented force account labor costs bring a wealth of detailed information related to the required documentation standards of 2 CFR 200 and the high risk areas when evaluating increased Agency staff costs. These insights validate review checklists are tailored to the specific requirements of the particular funding stream.

In addition to complying with scope and period of performance requirements, eligible costs must be appropriately documented. Invoice review is one of the most critical roles in fiscal compliance oversight. By partnering with a CPA firm such as HORNE, we are uniquely positioned to perform this integral function in account reconciliations. In addition to establishing review checklists for analyzing cost reasonableness, verifying supporting documentation, and recalculating reimbursement amounts, The North Highland Team will assist in developing standardized forms to be used by grantees when submitting Requests for Payment and even provide training to grantees in completing the forms correctly to maximum compliance and reimbursement. For example, in Florida our team holds weekly training sessions that engage both agency and county staff in properly completing forms and ideas for use of relief funds. These sessions have generated significant positive feedback from the stakeholder community.

The final component of thorough account reconciliation is duplication of benefits review. Duplication of benefits (DOB) occurs when a beneficiary receives assistance from multiple sources such as Federal Emergency Management Agency (FEMA), private insurance companies and/or non-profits for a cumulative amount that exceeds the total needed for the same particular recovery purpose.

The North Highland Team evaluates data from third-party sources as well as documentation of funds that may have been previously disbursed from the State when reconciling accounts and verifying the amount of non-duplicative need. Before verifying the reconciliation, we also verify processes are in place to address any subsequent funding that may be received for the same activity. Our team of experts has performed more than 75,000 DOB verifications across multiple Federal programs and funding streams which enables us to effectively deploy this same reconciliation approach in any area of the whole of government response that COVID-19 has required. ***We have experience with the requirements and claim process of approximately 40 COVID-19 Recovery Programs under the direction of over 10 distinct Federal agencies as illustrated in Exhibit 3 below.*** Regardless of the using agency, the North Highland team has the expertise to protect you from potential repayment which can result from improper evaluation and monitoring of DOB.

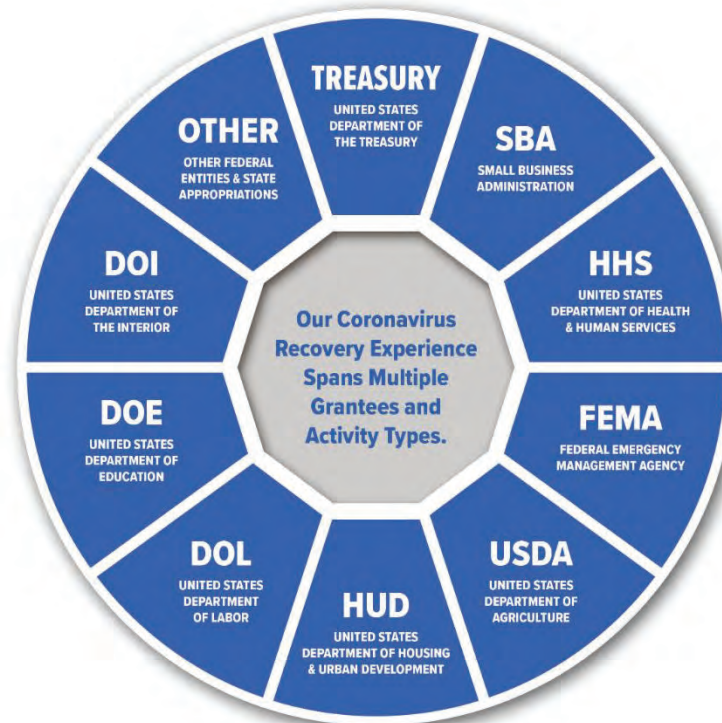


Exhibit 3: Multiple Grantees and Activity Types

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

Dedicating key resources to examine and determine eligibility of COVID-19 related expenditures will greatly improve the number of actual, eligible expenditures identified for Federal reimbursement. Our team of experts are continually monitoring the Federally-issued guidance and regulatory changes applicable to COVID-19 Recovery funding. Our insight and understanding of the regulations allow us to anticipate future guidance and help you plan proactively for tomorrow. To this end, we will work with New Jersey to establish key program guidelines to verify any awards are in compliance with applicable regulations, which will minimize the risk of claw back by the Federal government.

Once the program guidelines have been established for entities to submit allowable expenditures, the team will establish a review and approval process based on the applicable eligibility rules. Specifically, the team will review the expenditures and accept, reject, or escalate for review. Such program administration may also include:

- Establish eligibility requirements in accordance with the appropriate regulations.
- Establish procedures for verification of eligibility award and expenditure of the Fund
- Design/establish application procedures and processes.
- Confirm verification of eligibility of authorized uses and final disbursement of the award of proceeds.
- Coordinate with state and local governmental entities or agencies as designated by the State.
- Provide assistance to the State and representation to any Federal or state audit of COVID-19 Recovery funding.
- Provide regular status reports.

- Provide for the review of all financial audits pertaining to these funds for both grant recipients and sub-recipients and the reporting of any material findings or financial irregularities.

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

North Highland's approach to risk analysis and mitigation begins with the development of a risk management plan. We then apply the plan to the specific system processes identified as most critical for success for that particular program.

The risk management plan establishes the framework and approach to managing program risks at the qualitative level. Establishing a consistent framework up front helps the State or Using Agency verify that risks are assessed and addressed in a consistent manner and resources for risk management are appropriately prioritized throughout the lifecycle of the program. Elements of the risk management plan typically include:

- Risk Strategy: general approach to risk management.
- Roles and Responsibilities: who will perform activities defined in the plan and expectations for those roles.
- Timing: how frequently and when risk management activities will be performed.
- Risk Categories: a risk breakdown structure that represents a standard, hierarchical categorization of sources of risk to be considered for the process.
- Risk Thresholds: define acceptable levels of risk relative to process objectives.
- Likelihood and Impact Definitions: define a scale for qualification of individual risks based on their impact to process objectives.
- Likelihood and Impact Matrix: aligns required risk responses to risks based on evaluation of their likelihood and impact. For example, low impact-low likelihood risks may require no contingency plan whereas medium impact-medium likelihood risks may require a contingency plan and high impact- high likelihood may require a risk mitigation plan and a contingency plan.

Where risks are identified that require a mitigation or contingency plan, we will assess options best suited to address the risk while balancing the need for efficient processing. We work to balance the effectiveness of the mitigation technique in reducing likelihood or impact against the cost and impact on process performance of implementing the mitigation.

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

Urgency is critical to address any backlogs in the reconciliation and review of COVID-19 Recovery Fund expenditures. The North Highland Team will organize a virtual discovery session on day one with key stakeholders from the Using Agency to review existing operations and identify the root causes resulting in reconciliation backlogs. Within 24 hours of the discovery session, we will deploy a targeted team focused on resolving the backlog while we simultaneously collaborate with the Using Agency on process improvements that will reduce the potential for backlogs continuing to develop.

Most recently, our team took this approach to address multiple backlog concerns related to the documentation and disbursement of Florida's Coronavirus Relief Fund (CRF) allocations. The State had released funds to local counties totaling nearly \$575M and accepted State agency expenses totaling roughly \$2B with minimal documentation or a robust system to track the status

of eligibility reviews and outstanding items. Following our kick-off discovery session in September, we deployed three distinct solutions to address the State's backlog.

1. We focused a team of local government coordinators and financial analysts to collect and evaluate Requests for Advance Validation (RAVs) from each of the 55 counties that had already received CRF funds. In 30 days, this team collected documentation and began validating the full amount advanced to 47 counties.
2. We collaborated with the State to implement the change from an advance payment to a Request for Reimbursement system for the disbursement of the remaining 45% of the local government CRF allocation. Our team recommended the systems and structure to collect, evaluate, and track the status of individual RfRs with a focus on throughput, risk assessment, and transparency. To date, RFRs totaling \$320,373,950 have been submitted into our system and the team has completely validated and approved \$47,866,190 for disbursement.
3. We converted the Smartsheet being used to track roughly \$2B in State Agency expenses into our specialized data management system that allows individual requests to be edited by the Using Agency and followed throughout the eligibility and documentation checklist process. Along with converting the largely static tracking file into a dynamic system of record, our team completed a high-level eligibility review of all expenses recorded to date within 3 weeks from notice to proceed. This review produced a checklist for each line item in the State's expense data identifying the documentation required to fully validate eligibility under CRF guidance.

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.

North Highland's strategic partner, HORNE is the only CPA firm with a dedicated long-standing Disaster Recovery practice – and for nearly 15 years has developed their CPAs into Disaster Recovery professionals. At its core, HORNE is a CPA firm that specializes in disaster recovery solutions. By joining together with HORNE, North Highland is able to offer a team of disaster recovery Subject Matter Experts that includes Federal regulatory lawyers, Project Management Professionals (PMP), Certified Public Accountants (CPA), Certified Internal Auditors (CIA), Certified Fraud Examiners (CFE), and other highly-qualified professionals experienced with managing complex Federal requirements. Together, our team has experience delivering programs and monitoring compliance with every major disaster recovery program and funding stream, including approximately 40 COVID-19 Recovery Programs.

HORNE's experts have been leading the industry in compliance with the CARES Act since the legislation was enacted by Congress. They are engaged at the Congressional level in Washington, DC, at the grantee level with states and tribal nations, and at the applicant level with state agencies, local municipalities, private hospital networks, and others. Drawing on this range of perspectives and engagements, HORNE has spearheaded communicating questions that remain unanswered or unclear in published guidance back to Federal stakeholders for additional clarification. Their experts' leadership in defining eligibility and compliance has helped agencies maximize the impact and use of their total portfolio of COVID-19 Recovery Funds.

Our team verifies that our clients benefit from this expertise by bringing our subject matter experts alongside throughout a program's lifecycle. From inception to closeout, subject matter experts support our dedicated project staff and are available resources. to you. We strive to match the

specific areas of our leaders' background and expertise with the needs of individual assignments when identifying the day-to-day Project Manager or the specific support team for an engagement.

Keeping our subject matter experts engaged throughout fosters continuous learning and knowledge transfer, both internally and externally. Routine in-house training validates all team members are acutely aware of the standards and regulations governing the funding source and recovery program they are supporting. Training sessions are targeted to the latest releases of new guidance or the specific phase of the project, be it program launch, eligibility review, cost documentation, or closeout. When required, training is reinforced through testing programs that allow our leaders to evaluate the attendee's knowledge and understanding. Regular manager collaboration meetings have helped verify each project team is interpreting CARES Act guidance consistently and that lessons learned are able to be shared across agencies and jurisdictions.

By being committed to sharing expertise, our team has multiplied our knowledge leaders and been able to grow a bench of over 250 team members with direct working knowledge of CARES Act requirements in less than 9 months, as depicted by Exhibit 4. This bench strength will allow the North Highland Team to engage with Using Agencies in all areas of New Jersey's government to effectively implement compliant COVID-19 Recovery Programs.

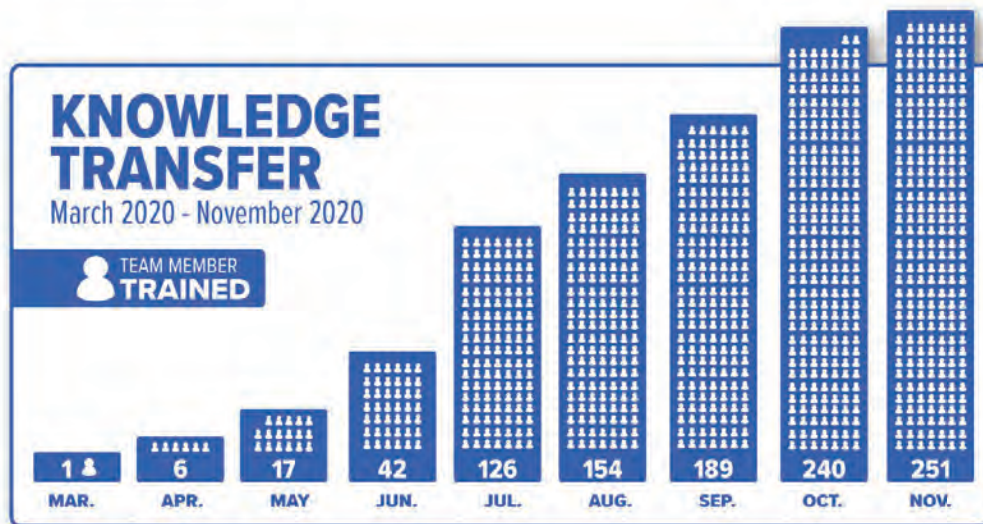


Exhibit 4: Number of Team Members Trained

2.3. Category 2 - Financial Auditing and Grant Management

Engagements in Category 2 combine technical knowledge and experience with auditing and grant management with tools and financial management processes resulting in compliance with all applicable accounting and reporting requirements. North Highland and HORNE bring the services necessary to monitor and bring discipline to financial and administrative functions through our consulting services such as strategy and project management, process improvement, auditing, grant management, stakeholder engagement, communications, training, and operational support. Furthermore, our team's CAMS solution provides a tool that supports grant management and Using Agencies' assessment of the performance of financial processes.

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

COVID-19 is like no other disaster in our nation's history. As a result, COVID-19 Recovery Programs are without precedence in terms of both size and scope. With more Federal dollars obligated for recovery than ever before and response and recovery efforts touching on areas and agencies with little to no prior disaster recovery or Federal-grant experience, financial audits take on a greater importance to verify programs are fiscally responsible and accurately documented.

Insufficient monitoring or improper monitoring of Federal funds can have major consequences. A well-developed oversight monitoring approach carried out by experienced professionals builds trust and confidence amongst stakeholders, vendors, and the public. Our approach will validate that programmatic activities are:

- Operating in compliance with applicable laws and regulations.
- Operating in a culture of honesty and integrity.
- Meeting the high ethical and regulatory standards.
- Preventing fraud, waste, and abuse.

Two areas of critical importance when evaluating financial functions are proper categorization and effective internal controls. Within the context of COVID-19 Recovery, categorization of expenses and receipts determines eligibility as well as the level of supporting documentation required for compliance. For example, payroll expenses for agency staff must be supported with detailed timesheets and pay stubs while competitively sourced temporary labor costs are subject to different documentation requirements. Internal controls that require documentation match claim amounts prior to payment authorization and establish clear review processes are best financial practices that also help streamline monitoring and validation of grant compliance.

Traditional financial audits are conducted at the conclusion of the fiscal year and have their own rigid requirements and reporting formats. The increased focus and importance of COVID-19 Recovery Funds, however, has led to an interest in continuous monitoring and audit with the goal of identifying risk and areas of non-compliance as soon as possible so that corrective actions can be taken within the limited program timeframes. Whether we are performing a traditional single audit or continuous side-by-side monitoring, our team of CPAs and other professionals follow the same basic approach:

1. Review policies and procedures
2. Develop a monitoring plan and process
3. Conduct fieldwork
4. Draw conclusions and prepare report of findings

Following this process, our team begins with a general assessment of Program compliance and risk. High risk areas, either due to the nature of the expenditure, the experience of the Agency and applicants, or the degree of defined procedures and internal controls, are targeted for the most intensive fieldwork. Fieldwork in a COVID environment consists of desktop reviews of program files, requests for reimbursement, financial statements, and other supporting documentation. Our auditors focus on confirming procedures are adhered to and financial records are both accurate and supported by the necessary degree of documentation required by the applicable funding entity.

At a minimum, every financial audit engagement will identify the total value of transactions sampled and the value determined to be allowable or non-allowable. In the event, non-allowable transactions are identified, the team can conduct deeper dives into those items and identify potential avenues for corrective action and remediation.

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

Our approach to oversight of New Jersey's CARES Act funds will verify that the State continues to build trust with stakeholders; operates in accordance with all applicable regulations; prevents fraud, waste, and abuse; and guards against the claw back of funds by the Federal government. The North Highland team has been hard at work since the outset of the COVID-19 pandemic assisting states, including New York, Florida, Texas, Tennessee, and Mississippi, evaluate eligible avenues for CARES Act spending, and develop programs to assist with awarding those funds in a compliant manner. The key to our success is working closely with the State to determine at the outset the greatest need and desired impact of these funds. Once these goals are identified, we will evaluate existing CARES Act programs and processes, tailoring our recommendations to best achieve your goals in a compliant and efficient manner.

Our grant management system, CAMS, allows for the State and Using Agencies to customize programs to best serve your end goals. For example, the system can support the intake of applications and supporting data, or it may be focused on allocations previously determined by the State. Once the manner of the award is determined, the North Highland team creates a customized system instance to fit your needs. We also organize training for all applicants or awardees on how to use the system in order to avoid user frustration. Finally, we have the greatest success when we are able to deploy a helpdesk that can be on call to serve the needs of applicants or awardees to validate they are assisted at every corner when applying for or submitting documentation regarding their expenses.

Regardless of individual recovery program customization, all documentation submitted is subject to a strict, multi-level review by Analysts and Funding Managers who have the ability to approve or reject an expense as ineligible or seek additional documentation supporting eligibility. This multi-level review process serves as an internal compliance driven audit to guard against claw back from the Federal government.

By way of example, if entities are to submit Requests for Reimbursements (RFRs) for potentially eligible expenses to be reimbursed from one of the available COVID-19 Recovery funding streams, the CAMS system can support that process from initial submission to approval and final disbursement. Specifically, we recommend assigning a Coordinator to each entity submitting RFRs. The Coordinator serves as the main point of contact for the entity and supports their submission of any RFRs. This assignment allows for efficient, consistent communication with the entity. Representatives from the entity itself would also be granted access to the CAMS system to manage their RFR submission.

The system prompts require each RFR submission to include a narrative outlining the expense and why it is eligible for COVID-19 Recovery Fund reimbursement and upload all supporting documentation for the expense including, but not limited to, invoices, payroll registers, delivery confirmation, etc. Once submitted in the system, the RFR and all supporting documentation is reviewed by an Analyst who has the opportunity to pass, fail, or seek additional documentation to determine eligibility. The assigned Coordinator would work with the entity to gather the additional documentation when needed to pass the Analyst review. When passed by the Analyst, the RFR undergoes an additional level of review by a skilled Funding Manager. Only RFRs that have been passed by both an Analyst and Funding Manager are sent for disbursement of funds.

The CAMS system automates these review hand offs so RfRs move efficiently through the process without falling through any cracks. Aging reports and staff assignments can be generated and reviewed at the Project Manager level to verify desired throughput and funding stream deadlines are maintained. This process can be tailored at every step to meet New Jersey's needs with the ultimate goal of disbursing funds in a compliant and efficient manner.

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

Multi-tiered reviews using detailed checklists are the hallmarks of financial transaction audits. Checklists operationalize eligibility policies into concrete step by step procedures. Multiple levels of independent review build in internal controls focused on ensuring program policies, once approved, are successfully adhered to. Lastly, incorporating a random sample audit validation on top of the tiered review provides additional evidence to Federal monitors and OIG auditors that funds are being disbursed in compliance with grant requirements and regulations.

Our CAMS system supports this traditional approach to financial transaction evaluation by ensuring complete separation of duties for each user that is assigned to validate the eligibility of a request. As an example, any user who is assigned as a preliminary review for documentation authentication cannot be assigned additional roles that might allow the user to create testing procedures or review testing procedures. Each step within the CAMS workflow is highly protected using a roles and permissions matrix that can only be modified by system administrators once a full request validation has been performed.

Analysts have the ability to select varying types of testing procedures depending on the specific details of a request. These testing procedures have been designed by our team's industry experts and codify recognized best practices to validate contract, payroll, materials, and other pertinent items based on the expense category designated by the recipient. Additionally, quality control dashboards are available to track requests as they move through the CAMS workflow to verify timely advancement as well as strict adherence to obligated amounts set forth by program guidelines. Exhibit 5 illustrates the system's workflow structure for RFR Validation, including the coded processes performed automatically by the system that reinforce team member reviews.

Vendor Requested Trade Secrets and Proprietary Commercial Information Vendor Requested Anywhere in Computer

In addition to the individual transaction level controls, CAMS has additional features that prevent inadvertent disbursements above the Using Agency's total obligated amount while still allowing requests to be submitted in excess of obligated amounts. This feature allows the Using Agency or the State to understand and document the full scope of recovery needs and adjust obligations as needed. It also supports maximizing the Federal recovery dollars by redirecting awards and disbursements should one or many recipients be deemed ineligible or non-compliant upon thorough documentation review.

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

Ongoing monitoring is different than conducting specific assessments, or even financial audits. Where the scope of a specific assessment or audit assignment is limited and focused, ongoing monitoring is more open ended and tends to evolve as programs themselves develop and change.

As described above, North Highland takes a risk-based approach to developing and executing a process monitoring plan. Business processes typically have multiple objectives, several operational steps and participants, many individual transactions, and many potential risks where objectives could be impacted. By assessing risk areas first, we focus monitoring efforts where they will have the most benefit.

Our team's risk assessments include reviewing process and procedural documentation and interviewing stakeholders. We use this data to identify specific risks and perform qualitative and quantitative assessments of their likelihood of occurrence and potential impact. Most mature processes will have preventive and detective controls designed to either prevent the occurrence of risks or at a minimum detect their occurrence. At the conclusion of the risk assessment phase, the team will collaborate with the Using Agency to establish the control points that will be the focus of the monitoring and will outline a recommended monitoring approach to most effectively assess their success.

The monitoring plan will also specify the frequency and timing of reviews, sampling size, and the evaluation criteria to be used in assessing the data collected. As frequently as called for in the plan, we will conduct data collection, analysis, and reporting of findings together with conclusions and recommendations for addressing identified issues.

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

The North Highland team understands that our staff must guard against fraud, waste, and abuse at every stage of the grant management process. This requires consistent and regular training of our staff at all levels, so they are equipped with the knowledge and necessary tools to recognize and flag potential issues for further review by management. Our team has vast experience in evaluating claims for reimbursement during a Federal grant process. While the funding streams may be different from engagement to engagement, our team's depth of knowledge regarding fraud, waste, and abuse detection allows us to adapt to the project parameters and quickly identify red flags with confidence and accuracy.

All team members, both new hires and seasoned professionals, are required to undergo training with our subject matter experts on fraud, waste, and abuse before they are ever allowed to review a claim for funding. This training includes detailed webinars on eligibility standards for the specific COVID-19 Recovery Program being evaluated as well as basic principles regarding fraud, waste, and abuse. Additionally, daily calls are scheduled with all Coordinators and weekly calls with all Analysts and Managers to allow for a regular dialogue about observed trends and potential areas of concern. Finally, all team members are required to sign and certify to the fraud, waste, and abuse policy for their engagement before they are allowed to begin reviewing claims. No member of our team is ever out on a limb when assessing potential issues. Rather, we encourage a regular dialogue with team members, management, and Program leadership so that decisions regarding fraud, waste, and abuse are consistent and all team members have the benefit of situational awareness.

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

The financial management of New Jersey's COVID-19 Recovery Funds is likely to be highly scrutinized by the Federal government. Accordingly, the financial management of your portfolio will be a key factor evaluated routinely to gauge the State's success. Sound financial management is at the heart of everything the North Highland team and our strategic partner does. We will not wait until closeout to determine the financial status of each project and engagement. Our team's proactive monitoring has resulted in zero OIG findings over 15 years of Federal disaster grant management and oversight totaling approximately \$70 billion of obligated funds. Not only have we protected allocations from claw back, we have also helped states maximize future funding opportunities by establishing positive reputations for financial controls and responsibility.

To help drive New Jersey's success, our team of Subject Matter Experts are available to collaborate with State leadership on your spending plans. Our leaders will apply their knowledge of COVID-19 Recovery Program criteria and requirements to maximize the impact of available dollars to address New Jersey's identified needs. At the engagement level, our Project Managers help interpret regulation and policy into operational solutions that drive production while always maintaining compliance.

Our CAMS system supports our Project Managers' ability to deliver results with real time dashboards and reporting by requestor, expense type, recovery program, payment status, and ageing to name just a few common metrics. We have the ability to customize our system reporting to align to New Jersey's needs and interests – both statewide and at the individual Using Agency. This real time, on demand reporting means there are no surprises when the regular monthly and quarterly reports are prepared for submission to the funding agencies and oversight programs.

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2.4. Category 3 - Integrity Monitoring/Anti-Fraud

Engagements for Category 3 services will require expertise to verify that funds are properly directed toward recovery efforts and programs, and not lost to fraud. Financial monitoring of budget and expenditures is a core strength of our team. With Certified Fraud Examiners and CPAs on staff, we are well versed in monitoring procedures to detect fraud. We often work with clients proactively to set procedures early in programs to prevent fraud. Our team has financial auditing capabilities with a full team of financial professionals and CPAs who routinely audit budgets, expenditures, and financial records for a variety of private and public sector clients. This same team of financial and compliance professionals has been involved in oversight on CARES Act programs in Tennessee, Texas, and Florida.

a) Forensic accounting and all specialty accounting services

Our team of Certified Fraud Examiners, Certified Public Accountants, and Certified Internal Auditors stand ready to assist with any forensic accounting or other specialty accounting needs the Using Agencies may have. Specifically, forensic accounting looks beyond the numbers to build organizational resilience in the face of business threats. North Highland's strategic partner, HORNE LLP, has decades of experience in forensic accounting that will prove beneficial to New Jersey when monitoring its CARES Act and other COVID-19 Recovery Fund expenses.

Forensic accounting is complex. It is often performed in the context of disputes – either actual or anticipated – or litigation. The findings form the basis for discussion, debate, and dispute resolution. HORNE analyzes, interprets, summarizes, and presents financial and business details involved in the forensic effort in a manner that is understandable and properly supported, so that it is useful as a means to establish or repair your operational strength.

Thanks to our experience administering CARES Act funding in other states, we are aware of the difficulties faced by Grantees related to these awards, including the potential for fraud, waste, and abuse. Our team's experience with the specific challenges presented by COVID-19 Recovery Funds in addition to specialty accounting services and the planning that goes into fraud prevention will help New Jersey defend your recovery funds against fraud as well as claw back if there is reason to suspect a Using Agency may have been the victim of a fraud. The same logic we use to strengthen systems against fraud helps to isolate weaknesses in your systems that may have been compromised. Our focus is on recommending process improvements and controls that will make it harder for anyone who might be tempted to perpetrate fraud to be successful. Our professionals are especially experienced at performing forensic investigations to determine if anyone has exploited a particular weakness for personal gain.

Our lessons learned and best practices will provide assurance to New Jersey that COVID-19 Recovery Funds are being spent appropriately and achieving their intended purpose to assist communities in recovering from the devastating impacts of this pandemic.

b) Continuing risk assessments and loss prevention strategies

Successful monitoring depends both on effective processes and knowledgeable reviewers. Our experts leverage best practice tools for your protection against unnecessary claw back of Federal funds. Our compliance experts will conduct risk assessments of all programs, existing or proposed, to verify successful program delivery.

At the start of an engagement, our team will conduct detailed reviews and generate written risk assessments of all applicable programs involving COVID-19 Recovery Funds. These in-depth reviews will be performed by our skilled Subject Matter Experts who are highly trained in Federal grants compliance – including the specific nuances of COVID-19 Recovery Funds – and public accounting. By conducting regular risk assessments followed by monitoring reviews, we are able to predict, identify, and mitigate risks, which in turn guards against loss of Federal funds.

Specifically, our team's risk assessments begin with a detailed analysis of the eligibility requirements of the particular funding stream under Federal law compared to the expenses proposed under the Using Agency's program. This review immediately flags potential disconnects between program design and funding restrictions. Even when all anticipated expenses are eligible under the funding guidelines, this initial review identifies expenses that present a risk of claw back due to lack of clarity provided in the regulations and guidance documents. The North Highland team will call out that risk and assign it a degree of concern for the state to consider. Additionally, we will recommend steps for mitigation of the risk should New Jersey wish to proceed with funding and present a path forward to safeguard against the identified risk. This plan will detail arguments supporting the use of the identified COVID-19 Recovery Funds for these expenses based on existing regulations, insight from the applicable Federal agency, and similar actions pursued by other states should New Jersey elect to proceed with funding of these expenses.

Our detailed assessments allow New Jersey and the Using Agency to fully evaluate each risk and proceed based on your own risk-tolerance with a viable argument for eligibility that will reduce the risk of claw back by the Federal government.

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

The North Highland team has over a decade of experience monitoring for fraud, waste, and abuse in Federal disaster recovery programs, such as HUD and FEMA, and ensuring compliance with local and Federal guidelines when distributing these funds. Our team applied this vast experience and subject matter expertise to assist several states, including New York, Florida, Texas, Tennessee, and Mississippi, to monitor and verify compliance with recent Federal funding awarded under the CARES Act. Whether a state is faced with the impact of a natural disaster or global pandemic, our team is equipped with the necessary tools to verify that the state utilizes its Federal funding in a compliant, yet efficient, manner with the overall goal of reducing the risk of claw back by the Federal government.

Our team members bring a wealth of knowledge related to allowable costs, acceptable documentation standards, and the red flag, high-risk areas where fraud, waste, and abuse are most likely to occur. Our Analysts follow defined processes to validate consistent application of project and expenditure reviews across all subrecipients. Specifically, we work closely with each subrecipient to prepare a Summary of Documentation of expenses submitted which aids in project-by-project reconciliation, helps prevent project duplications, identifies funds received from other funding sources, and guards against fraud, waste, and abuse by awardees.

Unfortunately, at times de-obligations occur for unanticipated reasons and can create overpayments. North Highland's strategic partner, HORNE LLP, has vast experience in handling such difficult situations and reducing the burden and risk of claw back to the state. During the aftermath of Hurricane Katrina, HORNE managed Mississippi's overpayment recovery process and successfully recovered roughly \$60 million in Federal funding for the state. As potential overpayments were identified, HORNE coordinated with the Mississippi Emergency Management Association ("MEMA") to implement necessary steps to recover funding and reduce waste.

Specifically, HORNE developed a process to notify the subrecipient, prepare financial status reports, and work with the subrecipient to facilitate a repayment plan to the State. By following the process through real-time reporting, any overpayment status could be recognized in making future funding decisions.

Overpayment is only one unfortunate risk associated with Federal disaster recovery awards. Similarly, applicants may receive or apply for funds for one eligible purpose and turn around and use those funds for an ineligible purpose in violation of state or Federal law. Our team works with states to establish processes and procedures that identify potential sources of fraud or abuse and halt funding to those applicants before payment ever goes out the door. We have successfully implemented safeguards and identified and halted program funding associated with the CARES Act in New York, Florida, Texas, Tennessee, and Mississippi.

Specifically, our process establishes a tiered level of review by experienced Analysts and Funding Managers who are well-versed in the applicable eligibility requirements to verify that fraud and abuse are caught at the outset. Implementation of such processes allow New Jersey to successfully guard against claw back at the time of audit by the Federal government, keeping the funding in the State's possession able to benefit your residents. This process has proven to serve as a best practice, regardless of the Federal funding source, in guarding against fraud, waste, and abuse.

d) Prevention, detection and investigation of fraud and misconduct

There are many risks involved with the award of COVID-19 Recovery Funds to agencies and local governments. The identification of noncompliance, inefficiencies in program implementation, and identification of fraud, waste, and abuse are of the utmost importance in the administration of COVID-19 Recovery Programs.

The North Highland team approach to the oversight of your programs will verify the New Jersey continues to build trust with stakeholders, operates in accordance with all regulations, and prevents fraud, waste, abuse, and other compliance failures. Given the urgent need associated with these funds and the speed with which funds are expected to be disbursed, there is a much greater risk for fraud and mismanagement of funds.

Our first objective is to listen to your priorities, areas of concern, and understand your operations model so that we can work with you to develop a holistic approach to fraud prevention tailored to your program activities. During this alignment phase, we share with you our risk management methodology and best practices for various scenarios based on our experience in managing COVID-19 Recovery Funds.

The best method to combat fraud is prevention through strong internal controls to validate proper handling of funds. Given the current state of the pandemic where many people are teleworking, it is of utmost importance that procedures be evaluated to determine what changes may be needed to strengthen the controls in place for managing these funds. In addition to process evaluations, predictive analytics is another tool that focuses on identifying anomalies within the Using Agency's data or any other red flags that could be an indicator of fraud. By recommending robust internal controls targeted to Program designs and operations along with taking a data-driven approach to analyzing information, North Highland's partner, HORNE, has successfully managed nearly \$70B of Federal grant programs with minimal instances of fraud. In one example, HORNE provided oversight of a \$5.5 billion grant program with a fraud rate of less than one-half of one percent.

Should any instances of fraud be uncovered, our team will act quickly to determine the impact of the issue, decide on the best course of action to resolve it, assign the resolution task to the appropriate team member, and communicate appropriately to the management team. This includes reporting the issue to the Governor's Disaster Recovery Office, Office of the State Comptroller, and State Treasurer.

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

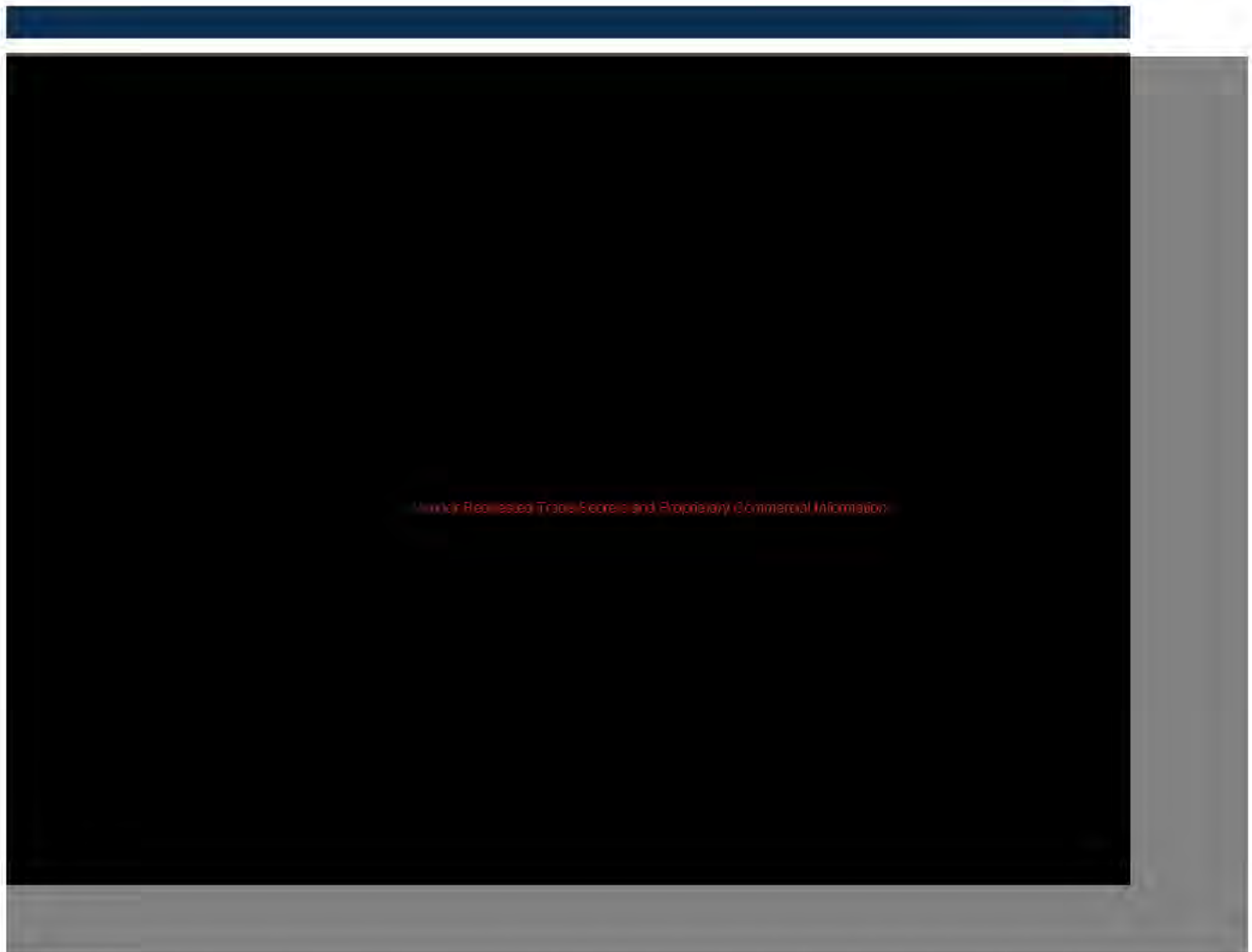
Our team brings a tracking and reporting system and tools that are being successfully used at the state and local level to promote ease in program monitoring for regulatory compliance. Our system and controls have been instrumental in promoting greater visibility, improved decision-making, and increased accountability. Record-keeping processes are another critical component of project development and are instrumental to ensuring compliance through effective project controls.

We will work with the New Jersey and your Using Agencies to verify all files are organized and contain the required documentation based on funding stream requirements and expense category. Specifically, our compliance team retains completed risk assessments, monitoring checklists, contracts, forms, agreements, internal memoranda and notes, correspondence, email, electronic submissions, and any other document considered by the State in reaching final award decisions. This record is critical to demonstrate the State acted in compliance with applicable regulations at the time of audit by the Federal government.

Our team's reporting system has received accolades from HUD for tracking and reporting tools and implementation on both Hurricanes Katrina and Rita, as well as New Jersey's Superstorm Sandy Infrastructure Recovery Programs. These established systems provide seamless support in project coordination, tracking, and reporting with 24/7 accessibility via computer or mobile device and will be tailored for New Jersey to aid in the management of all information and data associated with CARES Act programs, projects, and efforts to be implemented.

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

The CARES Act Management System (CAMS), developed by North Highland's strategic partner HORNE, is built to adhere to OIG and Treasury guidance for reporting of CARES Act expenditures by enforcing strict eligibility requirements through quality control workflows and system validations. Each request that passes through CAMS moves through a three-tier validation process to verify the documentation and eligibility requirements are met for every recipient and/or subrecipient. Reporting is facilitated through a portal designed to be accessed directly by recipients and sub-recipients that controls obligated amounts, advance amounts (if applicable), and document uploads that substantiate payments. Through the portal, Using Agencies can easily confirm the status and compliance of individual requests as well as report out the overall Program metrics. Exhibit 7 identifies the three tiers of individuals responsible for a single expenditure request along with the current status of the request for reporting purposes.



CAMS' built in quality control processes dictate that users must adhere to strict role and permission assignments. In particular, these assignments prevent one user from moving potentially ineligible – or even eligible – requests through the entire CAMS workflow without review by a different, independent user. As eligible requests are entered into CAMS, the reporting dashboard tracks each recipient and their requests throughout the workflow. These dashboards allow for aggregate reporting and parameterized review of all entities and requests. Duplication of benefit checks are put into place that verify EIN, DUNS, and other unique identifiers are validated prior to disbursement of validation of expenses. These checks use various public record information portals such as SAM.gov and Melissa.com if applicable.

The registration process for CAMS is a closed-cycle, approval basis that prevents users from registering directly through the system. This additional check validates that no unintended users gain access to the system. In addition to this security feature, user accounts must be associated to a recipient and have appropriate roles and responsibilities assigned before they can access any system information.

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.

Our Team has engineers, architects and professional technicians who conduct desk reviews of construction scopes of work, change orders, architectural and engineering designs. Our team has served as the “owner’s representative” providing quality assurance, quality control and engineering oversight for engineering/architectural design and construction work. Integrity monitoring reviews of change orders include oversight to confirm all cost increases are valid and necessary. Other monitoring reviews verify program work complies with policies, procedures as well as local and Federal regulations. Cost reasonableness is verified using software with current construction industry pricing standards. Site reviews are conducted as needed to validate scope development, scope changes, and confirm construction work in progress meets design specifications.

2.5. Deliverables

Our team of auditing and compliance subject-matter experts will provide quarterly reports specifying services provided and any findings of waste, fraud, or abuse. Based on information provided in the Integrity Monitor Report Template, we will generate reports indicating task progress and describing any remediation actions taken to address cases of misconduct or malfeasance. These reports will include information about meetings, document reviews, staff training, and additional quarterly activities pertaining to process and program management, financial auditing and grant management, and integrity monitoring and anti-fraud services. Where appropriate, we will include additional pertinent observations. If problems arise, we will develop and present strategies to find solutions.

Drawing on our extensive experience with numerous public-sector clients and projects, our firm is well-positioned to provide additional reporting, beyond the required Quarterly Reporting, if required under an Engagement. We possess the broad array of tools and skills needed to produce high-level report documents containing observations, analysis, and recommendations.

2.5.1. Additional Deliverables

Throughout the course of each Engagement, we expect to perform additional tasks which may have associated work products that become inputs to deliverables or supporting documentation. Examples of additional deliverables or work products include business process flows, recommendations documents, gap analysis, training materials, and reference documents such as Frequently Asked Questions (FAQs).

2.5.2. Deliverable Expectations Documents

North Highland’s quality management process includes a formal deliverable development and review process that we will apply to each Engagement. At the beginning of the Engagement, Deliverable Expectations Documents (DEDs) will outline the content of all required deliverables to establish clear expectations and acceptance criteria. We anticipate that we will develop one DED for the content and format of the Quarterly Integrity Monitor Report which be based on the Integrity Monitor Report Template and can be leveraged for all Engagements. DEDs for any other deliverables or reporting requirements included in the Letter of Engagement will be developed as needed and leveraged for future Engagements whenever feasible.

2.6. Deliverable Due Dates

Timely reporting is a critical piece of our project management and confirms objectives are met, stakeholders are informed, and accountability is maintained. Both draft and final deliverable

versions shall be provided every quarter as part of the initial requested work. We will work with each Using Agency to lay out any additional deliverable timelines in the Letter of Engagement.

2.7. Reporting and Documentation

Any documents, records, and communications relating to this program shall be kept by North Highland for a minimum of five years and available to the state upon request. We recognize that record retention is a critical piece of loss prevention and that documents may be needed for various uses, including misconduct investigations. Throughout the project duration, we will submit all relevant documentation of all services provided.

2.8. Litigation Services

The risk assessments and Integrity Monitor activities conducted by and for Recovery Program Participants help to manage the risk of litigation surrounding COVID-19 Recovery Funds. However, the high degree of scrutiny from Federal agencies, as well as the amount of funding involved, create conditions that could lead to increased risk of litigation. The North Highland Team does not provide legal services or representation; however, we will fully cooperate with the State by providing all documentation and/or working papers necessary to defend the State and any of its political subdivisions from proceedings filed against the State or political subdivisions as a result of enacting our recommendations on Engagements. Furthermore, we understand that we may be called upon to provide testimony, strategy development, document discovery, deposition assistance, arbitration consulting, computation of damages, and preparation of trial exhibits.

2.9. Travel Expenses and Reimbursements

As a result of the ongoing COVID-19 pandemic, the North Highland team has implemented fully remote project delivery in accordance with state and local rules, guidelines, and recommendations to protect public health and safety. That said, we understand that several tasks in the Integrity Monitor scope were intended to be accomplished through site visits and on-site work, for example, on-site monitoring visits for non-compliance with reporting requirements. Assuming the State has cleared Using Agencies to have staff and consultants working on-site and determined that a comprehensive desk review will not be appropriate, we will comply with all travel expense and reimbursement policies, rules, and rates referenced in Section 3.3 of the RFQ, as necessary. We expect to leverage our local consultant teams for Engagements; however, our team includes experienced consultants with CARES Act and disaster recovery fund oversight experience from other states that will require travel for on-site work.

2.10. Security Plan

North Highland will provide a Security Plan that addresses all requirements in the RFQ within 30 days of contract award. In the meantime, Section 6 of our Quote includes our Third Party Information Security Questionnaire response, which serves as an overview of our security plan and standards. Our team is currently providing COVID-19 Recovery Program compliance and oversight monitoring services in multiple states and we are confident that our policies and procedures will meet all New Jersey information security requirements.

3. Organizational Support and Experience

3.1. Management Overview

The following section describes the North Highland Team's overall technical approach and plans to meet the requirements of the RFQ.

3.1.1. Our Understanding

The North Highland Team understands the objective of the Contract is to assist the State in its recovery from the hardships wrought by the ongoing COVID-19 pandemic. The work performed under this contract will support the State's efforts to confirm that COVID-19 Recovery Funds are disbursed appropriately. The specific scope of work for each Engagement will vary depending on the programs administered by the Using Agency, but will fall under three categories of Integrity Oversight Monitoring services in the RFQ: (1) Program and Process Management Monitoring; (2) Financial Auditing and Grant Management; and (3) Integrity Monitoring/Anti-fraud.

3.1.2. Program Management

The North Highland team's ability to deliver Integrity Oversight Monitoring services across the established Categories in the RFQ is built from our program management experience delivering similar scopes of work in other states, as well as our team's extensive experience working within the State of New Jersey. As described in detail in Section 3.3.2, we will establish a program administration team to provide leadership and guidance across all the established work streams ("Agency Engagement Teams"). The program management team creates standard reporting mechanisms, issue/risk tracking, deliverable tracking and other standard program management standards and procedures. North Highland's end-to-end program administration services combine our expertise and industry best practices, having adopted, developed, evolved, and refined customized tools and processes with continuous improvements to guide major projects successfully from start to finish. We know how to navigate within the constraints of resources, budgets, and priorities, coordinating multiple work locations and engaging a broad range of stakeholders to achieve the outcomes and objectives you have envisioned.

We found that employing a pragmatic, standards-based approach results in reduced risk and allows for repeatable, scalable, and effective management processes at all levels. As such, North Highland will adhere to the PMI Project Management Body of Knowledge (PMBOK®) as the standard for program management using a baseline agile approach. The advantage of an agile approach enables the team to be adaptable, flexible and move very quickly based on the timeframes and priorities of the State.

We have built our successful program management agile practice on this framework and have successfully applied it to hundreds of public and private sector projects. The North Highland team applies these standards to all our projects and brings this experience to the program. PMI Standards are part of our project delivery culture. Our knowledge of project management is continuously refined based on exposure to industry best practices and standards (e.g., PMI's PMBOK). The North Highland team has extensive experience in implementing the PMI standards on large, complex projects, including successfully completing a wide variety of projects within the State of New Jersey. Our team has the right combination of experience, tools, and people to successfully coordinate and communicate with diverse stakeholder groups to complete this work. Our unique and frequent reporting and dashboards throughout the engagement keep you informed on risk, issues, decisions, actions, eligibility requirements, frequently asked questions,

anti-fraud, financial status and more. We have a partner in HORNE that has also conducted rapid deployment and reporting for several states including Tennessee and Texas and we are currently partnered with HORNE delivering on a similar project for the State of Florida.

3.1.3. Resource Management

North Highland team knows the State of New Jersey. We have a team of local consultants supplemented by a national pool of experts with experience in CARES Act oversight, as well as disaster recovery program oversight, monitoring, auditing, and financial management. Our resource management processes enable us to rapidly identify and deploy the right people for each Engagement, including recruiting and hiring new resources when necessary. Furthermore, we are able to scale our Agency Engagement Teams to support multiple Engagements with Using Agencies simultaneously. For example, North Highland and HORNE were able to onboard and enable 70 project team members to support multiple agencies for CRF expenditure reporting and oversight within 10 days.

To make this rapid deployment possible, our Resource Management team focuses on understanding the skills and competencies needed to fill project roles and identifying available resources with matching experience, capabilities, and skills. Together, project leadership and Resource Management verify proposed staff have a clear understanding of the Engagement role and responsibilities, the expected duration of the assignment, and travel and onsite time requirements (if applicable), as well as confirm the candidate's strong interest, enthusiasm, and commitment.

If an adequate number of internal resources are not available, we engage our Recruiting team to identify external candidates that fit the defined role requirements. We acknowledge that timing of the hire is critical; as such, a pipeline of resources is regularly monitored and updated to verify a replacement is ready when needed.

We also consider the use of contractors in our contingency planning. North Highland maintains a pool of trusted partners that offer specific services or expertise, and we call upon these subcontractors to address particular staffing needs and deliver the best possible solution. We are selective in choosing our partners, carefully considering the quality of the services and resources they bring as well as the fit with North Highland's culture and values. Regardless of whether a subcontractor is used to perform any services included in the scope of work, North Highland is the single point of accountability and remains responsible for contract performance.

3.1.4. Scope of Services

The North Highland Team is perfectly positioned to support New Jersey across all three Categories of services specified in the scope in the RFQ. Our detailed plans and proposed approach to complete the scope of services, as described in Sections 2.2 through 2.4 of this Quote, are grounded in our understanding that effective data management is the key to addressing Program priorities, risks, challenges, and opportunities – at the overarching policy level as well as at the individual disbursement level. Our CAMS data management solution is tailored to the reporting and documentation requirements of the CARES Act that our team has successfully deployed in multiple states to support the administration and oversight of COVID-19 Recovery Programs. The CAMS solution's standardization, reporting, and workflow capabilities can bring multiple benefits to New Jersey's Using Agencies depending on the needs and maturity of the systems already in place.



Exhibit 8: Integrity Oversight Monitoring Service Areas

3.2. Contract Management

North Highland's approach to manage, control, and supervise Engagements is founded on industry best practices and our team's experience working within nearly all New Jersey government agencies; having adopted, developed, improved, and refined customized tools and processes to meet specific client needs. Our Project Management discipline incorporates core industry standards from the Project Management Institute (PMI). Our knowledge of these standards and the practical application of our combined experience will guide our Engagement teams in:

- Selecting appropriate PM processes required to meet the project objectives
- Using a defined approach that can be adapted to meet requirements
- Complying with requirements to meet stakeholder needs and expectations
- Balancing the competing demands of scope, time, cost, quality, limited resources, and risk to deliver the specified service or result

To successfully complete Integrity Oversight Monitoring Engagements, we will leverage a framework of processes that provides continuity among project management processes. The project management processes are linked by specific inputs and outputs where the result of one process becomes the input to another. North Highland's Engagement Management approach, as

depicted in Exhibit 9 below, is aligned with the Project Management Institute's (PMI) PMBOK® process groups:

- **Initiation:** In the Initiation process group we will define the scope of the Engagement, resource commitments, and timeline. We will also identify assumptions and initial risks.
- **Planning:** The Planning process establishes the detail necessary for day-to-day task execution and management efficiency.
- **Execution:** Project execution entails carrying out the scope of work for the project as defined in the Letter of Engagement. Execution runs in parallel with Control until project closure.
- **Control:** Project Control processes include managing, tracking, and reporting to confirm the Engagement proceeds according to plan. Quality management is an aspect of project Control.
- **Closing:** The final process group validates that the Engagement reaches an orderly conclusion and that documents are archived in accordance with records retention requirements.



Exhibit 9: North Highland's Management Approach

As defined below in Exhibit 10, our best practices-aligned Engagement Management approach combined with our extensive experience working with New Jersey agencies will allow the North Highland team to rapidly initiate, plan, and deploy project teams to validate Using Agencies' compliance with COVID-19 Recover Programs and support the State's recovery.

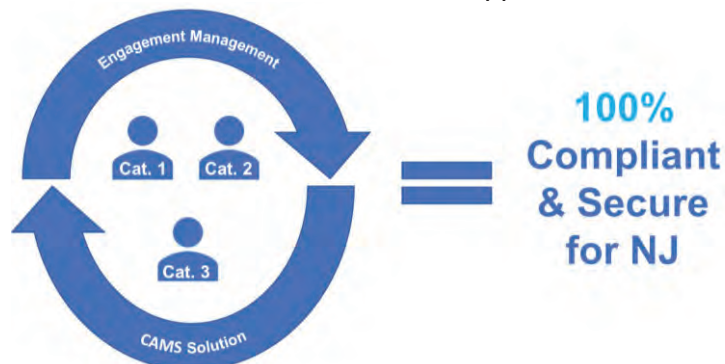


Exhibit 10: Our Engagement Approach Drives Success

3.2.1. Communication

Effective communication with the State Contract Manager, Using Agency, and other stakeholders is crucial to project success. Part of our Planning process group for Engagements specifically entails communications planning, whereby stakeholders are identified, and communications processes are defined. Components of Communications planning and management include:

- Stakeholder Identification: Conducting an initial interview with the State Contract Manager and Using Agency staff to determine the project stakeholders and the appropriate method(s) of communication. The resulting stakeholder communications matrix may be iterated through the course of the Engagement.
- Status Meetings: Regular reporting (typically conducted weekly or bi-weekly, depending on the complexity of the project) to provide visibility into Engagement progress.
- Status Reports: Formal project reporting to communicate Engagement progress to project leadership, executives, and other stakeholders. Integrity Oversight Monitor Engagements may require more frequent reporting than the quarterly Integrity Monitor Report. Additional detail regarding our approach to status reporting is included in Section 3.2.2 below.

3.2.2. Status Reporting

We understand that Engagements will be assigned by Engagement Query containing a specific and detailed scope of work, including a specified frequency and format for status reporting. North Highland recommends frequent communication with the State Contract Manager to provide transparency and insight into Engagement progress. Therefore, we will recommend producing Weekly and/or Monthly status reports in addition to the required Quarterly Reports. In addition to formal status reports, we will implement weekly status meetings as part of our Engagement management approach.

Our Status Reports typically include the following elements:

- Overall Project Status: This is represented graphically in the project in terms of red, amber, and green. Where green signifies all tasks are on track and will be complete on time, red signifies significant risks to the project objectives and schedule, and amber signifies issues that need to be resolved that could threaten completion.
- Project Health Trend: This is represented with symbols for steady, increasing, or declining.
- Task Accomplished this Period: A summary of tasks performed in the current 5-day business period.
- Activities for Next Period: A summary of tasks planned to be accomplished in the next 5-day business period.
- Major Milestones & Deliverables: All Major Milestones and Deliverables are described with their associated dates for transparency and tracking purposes.
- Risks Actions Issues and Decisions (RAID) Log: This is a risk management tool to identify risks and related actions, issues, and decisions. Early risk identification and mitigation strategies keeps all parties aware and informed.

Dashboard Reporting

In addition to regular status reporting, the North Highland team provides live dashboard reporting on expenditures and reimbursement as they are processed. Below is a snapshot of an example dashboard that we have used in CARES Act oversight projects in other states. Our team will tailor a New Jersey Integrity Oversight Monitoring dashboard to suit the State's needs.

Vendor Requested Trade Secrets and Proprietary Commercial Information

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3.3. Organizational Support and Experience

North Highland is a leading transformation management consulting firm serving public sector and commercial organizations across the United States and around the world. Founded in 1992, North Highland helps clients succeed when facing management, technology, customer, workforce, and operational challenges by creating and implementing tailored strategies and building lasting capabilities within our clients' teams. We deploy a blend of locally, nationally, and internationally based, experienced consultants to provide solutions for our clients using industry best practices. Our worldwide reach allows us to offer fresh perspectives and excellence in everything we deliver. Today, North Highland has 3,000+ consultants located locally and across the globe and 18 offices within the U.S. including Basking Ridge, New Jersey.



Serving public-sector organizations has been an integral part of North Highland since the inception of our firm nearly 30 years ago. We have a rich history of assisting government and quasi-governmental clients with initiatives including workforce development, program and project management, procurement, data analysis, compliance reviews, organizational strategy, change management, talent management and development, process improvement, feasibility studies, and IT program development and oversight.

Over the last five years alone, we have delivered 1,100+ projects for more than 300 different authorities and agencies at the Federal, state, local level. We dedicate ourselves to learning the business of government and providing excellent service that earns us trust, and repeat business, from our public-sector clients. North Highland has worked with nearly every New Jersey Department, including quasi-governmental agencies and authorities, which provides our team with crucial insight into their operations and programs. Through our work with the Departments of Health, Human Services, Labor and Workforce Development, Transportation, and Education, to name a few, we have developed strong working relationships and wide ranging program understanding that will allow our team to be immediately effective in working with Using Agencies.

North Highland is pleased to partner with **HORNE LLP** to bring the CAMS solution and CPAs with financial auditing, grant management, and integrity monitoring/anti-fraud experience focused specifically on disaster recovery.

Detailed information about our organizational expertise and qualifications, including references, is included in Section 3.5.

3.3.1. Personnel

Our team is comprised of experienced personnel able to deliver on Engagements across all Categories of the RFQ Scope of Work. Table 2: General Skill Classifications from the RFQ shows our proposed project personnel by role. Detailed resumes, including personal references, are included in Section 3.4.

RFQ Skill Classification	Project Team Member
Partner/Principal/Director	Anna Danegger
Program Manager	Lori Cochran
Project Managers	Ashley Swain, JD Chip Hutzler, JD, MBA, CVA Justin Doggett, CPA Ali Garrison, CPA Kevin Edwards
Subject Matter Experts (SME)	Wayne Messina Anna Stroble, JD Jonathan Krebs, CFA, CGFM, CFE Scott Keller Bryan McDonald, CPA, CFE, CFF Jeff Aucoin, CPA/CFF, CFE, CIA Samir El Hage, PE
Supervisory/Senior Consultants	Megan Hudson, CSIA Christine Waldron, CFE Alex Yarbrough Ben Boykin
Consultants	Duke Prestridge Jeremy Segers
Associate/Staff	Fernando Rosario
Administrative Support Staff	Alisha Wood

Table 2: General Skill Classifications from the RFQ

3.3.2. Organization Chart

Our proposed organization structure is based on successful team structures for similar engagements in other states, such as our approach to service delivery in Florida. Through our experience, we have found that CARES Act related work requires teams with a breadth of expertise to assign individuals with skills and talents that align to specific client and project needs rather than fixed qualification silos that would be common in more established programs. Our Agency Engagement Teams are comprised of multi-disciplinary Coordinators, Analysts, and Quality Control (QC) Specialists or Funding Managers (i.e., Associate Staff) working under one or more Team Leads (i.e., Supervisory/Senior Consultants and Project Managers). The Coordinators are applicant-facing, while the Analysts are responsible for reviewing the documentation collected before submitting for QC. By having Team Leads with expertise across all Categories in the RFQ Scope of Work, the individuals in our Agency Engagement Team can be assigned as an Agency Project Manager under any of the work categories. Furthermore, our ability to scale up our pool of Coordinators, Analysts, and QC Specialists with existing staff or local office hires allows us to support multiple Engagements simultaneously.

Our Agency Engagement Teams have access to an experienced group of Subject Matter Experts with strong working knowledge of CARES Act oversight, Federal and state emergency management and recovery programs, financial reporting, accounting, auditing, and grant management. Agency Engagement Teams are also supported by a Project Management (PM) Team to provide CAMS and project administrative functions. The project team is led by Program Managers that manage the daily operations of the Agency Engagement Team and all supporting functions. Overall, the program is led by our Client Lead (Director) who is accountable for project success, serves as an executive liaison, and provides direction to resolve escalated issues or decisions for the program.

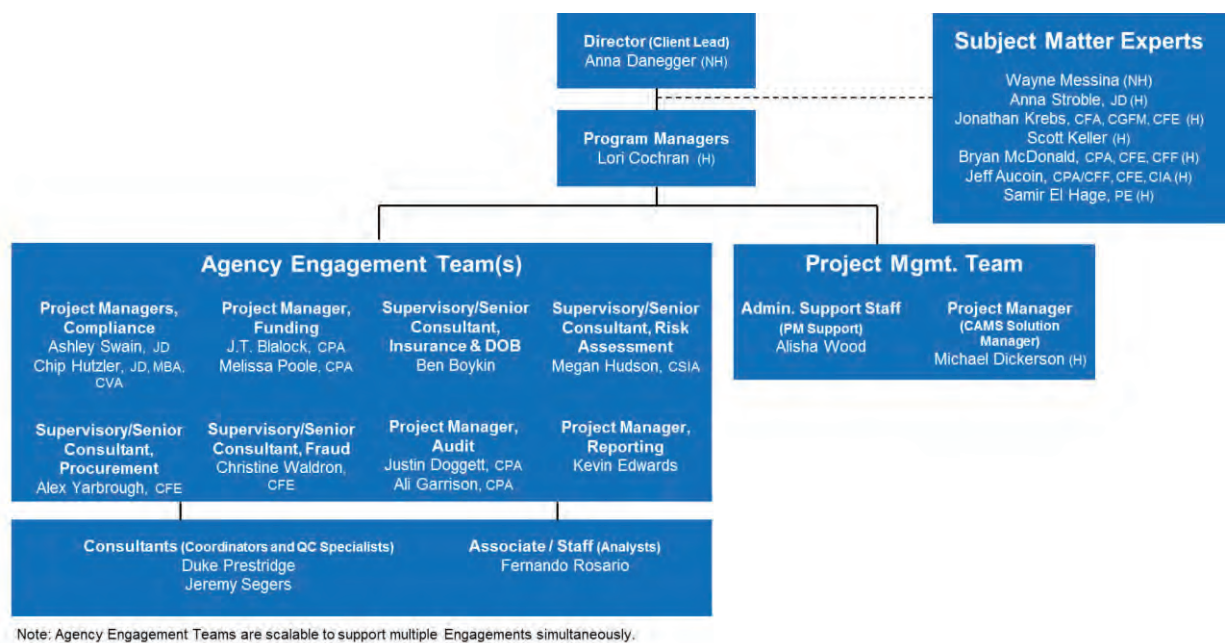


Exhibit 12: Integrity Oversight Monitoring Program Organization Chart

3.4. Resumes

The North Highland Team is pleased to present the following resumes for management, supervisory, and key personnel shown in the Organization Chart in Section 3.3.2 above.

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Anna Danegger

Executive

Background: Anna is a Vice President with North Highland, where she leads our work with public sector clients in the northeast. Anna has over 20 years of experience working with Federal, state and local entities in business, technology, strategy and reform. She has demonstrated the ability to lead the development and implementation of complex management transformations have included, for instance, implementing innovative technological solutions, focusing organizational structures and responsibilities on well-defined core services, and utilizing effective performance management systems. Representative examples of Ms. Danegger's prior project experience is provided below.

Education:

- Master of Public Management, Public Sector Financial Management, University of Maryland at College Park, School of Public Affairs
- Bachelor of Arts, Political Science/Philosophy, University of North Carolina at Chapel Hill

Skills:

- Program Management
- Stakeholder Management
- Transit Recruitment
- Customer Experience

Professional Certifications and Accomplishments:

- Program Management Professional

Project References

- SEPTA Recruitment Modernization
- Name: [REDACTED]
- Phone: [REDACTED]
- Address: 1234 Market St Philadelphia, PA 19107

Select Experience

- **Project Management, Various New Jersey Agencies.** As our Northeast Public Sector Team Lead, Anna has supervised and continues to supervise ongoing Project Management and assessment projects for the following New Jersey agencies: Labor and Workforce Development, Health, Homeland Security, Management and Budget, Motor Vehicle Commission, and Property and Procurement; as well as New Jersey Transit, and the Thomas Edison State College.
- **Policy Evaluation and Analysis, Port Authority of New York and New Jersey.** Title VI of the Civil Rights Act of 1964 (Title VI) and subsequent statutes, regulations and Executive Orders protect individuals and groups from discrimination in programs and activities that receive Federal financial assistance. As Project Director, Anna led a team to evaluate Title VI readiness, recommend data collection methods, identify required analyses and comparisons, and develop a Title VI handbook and appropriate associated training.
- **New Jersey Transit, Talent Acquisition Department Assessment.** Conducted an assessment of a US top-5 transit agency's Talent Acquisition Department, including its existing recruitment processes and department structure; conducted interviews with recruiters, hiring managers, and candidates to obtain a comprehensive understanding of the workforce problems facing the organization; benchmarked client against other transit agencies; and provided the client with nine tailored recommendations and a high-level roadmap with 30 actionable next steps for implementation.
- **Southeastern Pennsylvania Transportation Authority (SEPTA), Recruitment Modernization.** Implemented new recruitment processes and procedures for a top-5 public transportation agency in the US, resulting in decreases in the organization's time-to-hire from 6+ to 2.2 months and labor costs by \$100k annually; drafted current-and future-state process maps and proposed implementation of a digital workflow to remove paper, implement electronic signatures, and auto-route required sign-offs.
- **Port Authority of New York and New Jersey, Title VI Review.** Led team to evaluate Title VI readiness, recommend data collection methods, identify required analyses and comparisons, and develop a Title VI handbook and appropriate associated training. (Title VI protects individuals and groups from discrimination in programs and activities that receive Federal financial assistance)
- **Texas Department of Transportation (TxDOT), Management and Organizational Reform Project.** Led a team that made recommendations as to what are opportunities to improve the management and organization of the TxDOT, including what is an appropriate organizational structure. The report was aimed at improving the efficiency and effectiveness of the agency overall and its ability to execute communications, HR, IT, finance, planning, design, construction and procurement functions.

Lori Cochran

Program Manager

Background: Lori has nearly two decades of experience working with governments and the built environment. Her background includes planning, design, procurement, and grants management for both civic and residential structures. Since 2010, Lori has focused on disaster response, recovery, and mitigation programs. She has experience with both FEMA and HUD administered programs at the Federal and state levels. Since joining HORNE, Lori has focused on providing solutions and operational leadership to one-of-a-kind grant programs and cross-cutting Federal regulatory compliance requirements.

Education:

- Master of Arts, French Literature, Duke University
- Bachelor of Arts, Chemistry & Physics and Romance Languages & Literatures, Harvard College

Skills:

- Regulatory Compliance
- Grants Management
- Project Management & Oversight
- Program Design & Contract Administration
- Government Procurement & Competitive Selection Process
- Uniform Relocation Act
- Home Buyout
- Housing Assessment & Recovery Program
- Zoning Analysis
- Floodplain Management

Project References:

NY GOSR

- Name: [REDACTED]
- Phone: [REDACTED]
- Address: 64 Beaver Street, P.O. Box 230, New York, NY 10004

Experience:

- **Program Manager, New York Governor's Office of Storm Recovery (GOSR), 2/2019- Present.** Provides daily leadership to all of HORNE's active assignments in support of GOSR's recovery programs. Ensures adequate capacity at all times to meet GOSR's evolving needs. Coordinated return to office planning in June 2020 accordance with NYS guidelines related to COVID-19.
- **Subject Matter Expert, NY COVID Rent Relief Program, 7/2020.** Advised the HORNE Team during project start up and onboarding on nuances and challenges facing low income renters. Reviewed program policies and guidance documents to offer feedback and recommendations to streamline the eligibility review and payment processes. The program provides emergency rental assistance to LMI households that became additionally rent burdened as a result of loss of income due to COVID-19.
- **Project Manager, Delaware County, NY Buyout & Home Elevations Program, 9/2019- Present.** Coordinates and oversees subrecipient activities on behalf of GOSR to deliver a targeted buyout and home elevation program addressing severe flooding of the Susquehanna River. Maintains GOSR's system of record documenting the legal relationship between GOSR and the subrecipient and the eligibility of all property specific activities receiving grant funding. Drafted the program policy manual, other guidance documents, and closeout review checklists. Prepares and maintains program schedules and conducts regular update and coordination meetings. The program is subject to FEMA HMGP and HUD CDBG-DR regulations.
- **Project Manager, NY Rising Housing Recovery Programs Uniform Relocation Act Compliance, 2/2018- Present.** Directs the HORNE team charged with ensuring all NY Rising Housing Recovery Programs comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended (URA). Led a wholistic program review focused on mitigating outstanding compliance risks and improving the coordination of tenant services with GOSR's core disaster recovery mission that resulted in comprehensive updates to the program policies, procedures, and guidance documentation.
- **Project Manager, NY Rising Condominium and Cooperative Program, 12/ 2015-11/2018.** Collaborated with GOSR to design and implement the first CDBG-DR program nationally to provide housing recovery assistance to condominium and cooperative associations. Developed unique solutions to account for prior assistance funds received by individual owners and the common association as well as mechanisms to address non-compliant owners while continuing to provide assistance to the association and participating owners.

Ashley Swain, JD

Project Manager (Compliance)

Background: Ashley serves as a Director of Compliance on HORNE's CARES Act and CRF projects in Florida, New York, Tennessee, and Texas. She works with Federal, state, and local agencies to ensure compliance with Federal rules and regulations when seeking assistance during and following a natural disaster or global health pandemic. Ashley focuses on helping states and governmental agencies navigate the challenges of disaster recovery by implementing programs that maximize funding while meeting all regulatory compliance requirements.

Education:

- Juris Doctorate, Mississippi College School of Law
- Bachelor of Science, Political Science and Government, Louisiana State University

Skills:

- Federal Compliance
- CARES Act
- Disaster Recovery
- Healthcare Industry Law
- Pharmaceutical and Medical Device Regulatory Compliance Law

Professional Certifications and Accomplishments:

- American Bar Association
- Defense Research Institute
- Jackson Young Lawyers
- Capital Area Bar Association
- Mississippi Defense Lawyers Association, Editorial Board
- Mississippi Bar, Women in the Profession Committee

Project References:

TN CARES

- Name: [REDACTED]
- Phone: [REDACTED]
- Address: 312 Rosa L Parks Ave, Nashville, TN 37243

Experience:

- **Director of Compliance, Florida Coronavirus Relief Consulting & Program Administration, 9/2020- Present.** Global oversight for CARES Act programs approved by the State of Florida. Works directly with the State and the Department of Emergency Management to determine strategic priorities for the program in accordance with the CRF regulations. The State is administering \$5.7 billion of CRF funds through a variety of programs serving 55 counties and 37 agencies across Florida.
- **Director of Compliance, NY COVID Rent Relief Program, 7/2020- Present.** Global oversight regarding any potential compliance issues and eligibility analysis. The program provides emergency rental assistance to LMI households that became additionally rent burdened as a result of loss of income due to COVID-19.
- **Director of Compliance, Tennessee Coronavirus Relief Consulting & Program Administration, 7/2020- Present.** Works directly with the State and various State agencies to determine strategic priorities for the program in accordance with the CRF regulations. Provides oversight and management of personnel to ensure program deliverables are completed in a timely manner. Collaborates with each CRF program launched by the State to ensure all program guidelines are in compliance with Federal regulations and guidance. Programs launched include, but are not limited to, the use of CRF dollars to support local governments, small businesses, labor and workforce, tourism, agriculture, and non-profits. The HORNE Team is providing full-service consulting and program administration for the State's \$2.3 billion CRF allocation.
- **Director of Compliance, Texas Coronavirus Relief Fund Program Implementation and FEMA PA Monitoring following COVID-19, 7/2020- Present.** Performs global oversight of the State's \$1.85 billion CRF allocation, supporting over 1,200 subrecipients in counties across Texas. Led the HORNE Team to recommend \$11M in payments to local jurisdictions within the first 48 hours from notice to proceed. Developed streamlined reporting on requests for assistance and payment status. Created internal training for the State and for the local jurisdictions.
- **Attorney, Butler Snow, 8/2009-6/2020.** Defended pharmaceutical and medical device manufacturers in mass tort and individual cases pending in various state and Federal venues throughout the country. Served as a state manager for hundreds of remanded Federal cases in various jurisdictions. Responsible for managing the case budget and ensuring all projects and deadlines were completed efficiently, timely, and in the best interest of the client.

Albert Hutzler, JD, MBA, CVA

Project Manager (Compliance)

Background: Albert ("Chip") is a director and compliance consultant for HORNE Government Services. He serves as a legal advisor and subject matter expert advising clients and project teams on the design and implementation of Federally-funded recovery programs established as a result of the COVID-19 pandemic. He also guides the development of policies and procedures, processing of eligibility and awards, and final closeout of programs to ensure compliance with Federal laws and regulations. Chip is a member of the Florida Bar, and with over 20 years of experience as a financial analyst and attorney, Chip is a published author and regular speaker on legal compliance issues and an active member in several industry associations.

Education:

- Juris Doctorate, University of Maryland
- Master of Business Administration, Wharton School, University of Pennsylvania
- Bachelor of Arts, University of Pennsylvania

Skills:

- Regulatory Compliance Considerations
- Pandemic Relief Funding
- Reimbursement Optimization
- Practice Strategy and Planning
- Value-based Arrangements, including ACO's, Clinically Integrated Networks, and similar arrangements

Project References:

TN CARES

- Name: [REDACTED]
- Phone: [REDACTED]
- Address: 312 Rosa L Parks Ave, Nashville, TN 37243

Experience:

- **Compliance Specialist, Florida Coronavirus Relief Consulting & Program Administration, 9/2020- Present.** Advises on funding eligibility per current U.S. Treasury guidance related to the CARES Act. Assists in administering \$5.7 billion of CRF funds through a variety of programs serving 55 counties and 37 agencies across Florida.
- **Program Manager, Tennessee Coronavirus Relief Consulting & Program Administration, 6/2020- Present.** Oversees the Coronavirus Agricultural and Forestry Business (CAFB) Fund, providing CRF assistance for business disruption, cost associated with pandemic response, supply chain enhancement, and increased meat processing capacity. Contributed to management and launch of other State programs, including tourism and education. The HORNE Team is providing full-service consulting and program administration for the State's \$2.3 billion CRF allocation.
- **Compliance Specialist, Texas Coronavirus Relief Fund Program Implementation and FEMA PA Monitoring following COVID-19, 3/2020-Present.** Advises on funding eligibility per current U.S. Treasury guidance related to the State's \$1.85 billion CRF allocation, supporting over 1,200 subrecipients in counties across Texas.
- **Partner, HealthCare Appraisers, 2005-2019.** Provided valuation services for healthcare clients nationwide to ensure compliance with Federal fraud and abuse laws. Served as a key thought leader on healthcare compliance. Managed an online portal and automated review service designed to assist many of the nation's largest health systems in reviewing high volumes of affected arrangements to ensure compliance.
- **Health Law Associate, Conrad & Scherer, 2004-2005.** Provided legal services to healthcare clients, including a large health system, handling corporate and physician transactions, regulatory compliance review, and pension investment issues.
- **Investment Banker and In-House Counsel, Kapital Corp, 2003-2004.** Managed private equity investment holdings and provided corporate legal services. Analyzed transactions for investment and compliance purposes.

JT Blalock, CPA, CHFP

Project Manager (Funding)

Background: JT is part of HORNE's team of project managers supporting the State of Tennessee in their administration of \$2.3 billion in Coronavirus Relief Funds. He brings nearly 15 years of public accounting and consulting experience in a variety of industries, such as healthcare, nonprofit, governmental, Tribal and government contractor. Over the last several years he has specialized in assurance and consulting services for the healthcare industry. Prior to joining HORNE, JT was enlisted with the United States Coast Guard for 8 years during which time his responsibilities included leading emergency and disaster response teams.

Education:

- Master of Professional Accountancy, University of Southern Mississippi
- Bachelor of Science, Business Administration, University of Southern Mississippi

Skills:

- CARES Act Compliance
- Coronavirus Relief Fund Oversight
- Healthcare
- Tribal
- Nonprofit
- Governmental
- Uniform Guidance

Professional Certifications and Accomplishments:

- Certified Public Accountant
- Certified Healthcare Financial Professional

Project References:

TN CARES

- Name: [REDACTED]
- Phone: [REDACTED]
- Address: 312 Rosa L Parks Ave, Nashville, TN 37243

Experience:

- **Program Manager, Tennessee Coronavirus Relief Consulting & Program Administration, 6/2020- Present.** Provides program oversight and compliance support for CARES Act programs for 95 counties and 346 municipalities across Tennessee. Works in partnership with multiple agencies to determine strategic priorities for the program in accordance with the CRF regulations. Manages personnel to ensure program deliverables are completed in a timely manner. The HORNE Team is providing full-service consulting and program administration for the State's \$2.3 billion CRF allocation.
- **Program Manager/Senior Consultant, Mississippi Band of Choctaw Indians Coronavirus Relief Consulting & Program Administration, 4/2020- Present.** Provides program oversight and compliance support for CARES Act programs in support of the Tribe and related enterprises. Provides subject matter expertise to help determine strategic priorities for the programs in accordance with the CRF regulations.
- **Senior Consultant, Magnolia Regional Health Center Coronavirus Relief Consulting, 4/2020- Present.** Provides consulting services and compliance support for the health system's Coronavirus recovery efforts. Partners with hospital administration to determine strategic priorities and leverage the differences in CRF, FEMA, and HHS regulations to maximize reimbursement of incurred costs and increase response capabilities for the health system. Works with the system's executives to manage its multi-funding stream reimbursement system to eliminate the risk of duplication of payments.
- **Audit Manager, Memorial Hospital Assurance Services, 8/2006-12/2018.** Provided audit, consulting services, and compliance support for government hospital operations. Worked in partnership with the hospital's leadership to perform audits in accordance with Generally Accepted Government Accounting Standards, Government Audit Standards, and Uniform Guidance. Provided subject matter expertise of the audit process and ensured project deliverables were completed in a timely manner.
- **Financial Analyst, Mississippi Emergency Management Agency (MEMA) Hurricane Katrina FEMA Public Assistance (PA) Program, 9/2006-9/2008.** Performed analysis of and reviewed extensive documentation required by Federal regulations for support for Mississippi's Hurricane Katrina FEMA PA program to ensure compliance with the Stafford Act and 44 Code of Federal Regulations which governs FEMA's administration of disaster relief and emergency assistance services.

Melissa Poole, CPA

Project Manager (Funding)

Background: Melissa is an experienced Project Manager known for placing team members in roles that maximize their strengths. In addition to leading the Community CARES Program for the State of Tennessee, she has specialized in external audits for both SEC and privately held institutions. Melissa has performed Sarbanes-Oxley compliance testing and consulting. Additionally, she assists her clients through debt, equity, and IPO offerings.

Education:

- Master of Public Accountancy, University of Southern Mississippi
- Bachelor of Science in Business Administration-Accounting, University of Southern Mississippi

Skills:

- CARES Act Compliance
- Project Management
- Emotional Intelligence
- Critical Thinking
- Time Management

Professional Certifications and Accomplishments:

- Certified Public Accountant
Mississippi License #7168
Tennessee License #25984

Project References:

TN CARES

- Name: [REDACTED]
- Phone: [REDACTED]
- Address: 312 Rosa L Parks Ave,
Nashville, TN 37243

Experience:

- **Project Manager, Tennessee Coronavirus Relief Consulting & Program Administration, 6/2020-Present.** Manages the TN Community CARES Program providing \$150M in Coronavirus Relief Funds to local non-profit grant administrators. Collaborated with the Tennessee Department of Human Services on the program design and public launch. Monitors grant administrator performance to ensure compliance with CARES Act requirements. The HORNE Team is providing full-service consulting and program administration for the State's \$2.3 billion CRF allocation.
- **Audit Senior Manager, Renasant Corporation, 3/2016-Present.** Oversees and manages accounting, audit, and consulting services to achieve client reporting and operating goals. Evaluates the work of the assigned team staff to verify adherence to established best practices and protocols while maintaining quality and efficiency. Reviews the financial statements, including form 10-K and 10-Q, to ensure preparation in accordance with generally accepted accounting principles and compliance with SEC rules and regulations.
- **Audit Senior Manager, First Advantage Bancorp and Reliant Bancorp, Inc, 1/2019-4/2020.** Oversaw the accounting, audit, and consulting services for First Advantage Bancorp. Provided support to the companies through a merger, including reviewing SEC filings for compliance with generally accepted accounting principles and SEC rules and regulations.
- **Audit Senior Manager, Citizens Holding Company, 9/2014-Present.** Oversees and manages accounting, audit, and consulting services to achieve client reporting and operating goals. Manages and evaluates the work of the assigned team staff to verify adherence to established best practices and protocols while maintaining quality and efficiency. Reviews the financial statements, including form 10-K and 10-Q, to ensure preparation in accordance with generally accepted accounting principles and compliance with SEC rules and regulations.

Ben Boykin

Supervisory/Senior Consultant (DOB & Insurance)

Background: Ben has focused on the development and implementation of duplication of benefits policies and procedures for Federal disaster recovery programs. He advises clients and teams on the protocols of the Stafford Act, especially the sequencing of benefit sources that determine how each funding stream establishes unmet needs. Ben is an emerging leader who has also participated in internal monitoring efforts to help HORNE improve the overall quality of service and compliance across all government engagements.

Education:

- Bachelor of Business Administration of Finance, University of Mississippi

Skills:

- Disaster Recovery Policies & Procedures
- Duplication of Benefits
- Application Intake & Case Management
- CDBG-DR Compliance
- CDBG-DR Action Plan & Technical Assistance

Project References:

TX GLO

- Name: [REDACTED]
- Phone: [REDACTED]
- Address: 1700 North Congress Avenue, Austin, TX 78701-1495

Experience:

- **DOB Team Lead, State of North Carolina Hurricane Florence/Hurricane Matthew Housing Recovery Program, 10/2019 - Present.** Developed the Duplication of Benefits (DOB) policies and procedures. Conducted team trainings and oversees the DOB review of nearly 1,500 individual assistance applications. DOB review includes independently verifying the amounts and sources of storm recovery assistance received from a variety of other private insurance, government, and non-profit sources. Ensures adherence with the protocols of the Stafford Act governing the sequencing of benefit sources.
- **DOB Team Lead, City of Houston Homeowner Assistance Program, 4/2020 - Present.** Developed program policies and procedures for DOB review and verification in accordance with the Stafford Act. Led team training for program kickoff. The City of Houston Homeowner Assistance Program is being administered by the Texas General Land Office (GLO) as part of their CDBG-DR recovery efforts following Hurricane Harvey.
- **DOB Team Lead, Robeson County, NC Hurricane Matthew Recovery Program, 7/2018 - Present.** Leads the duplication of benefits processes for a program providing housing repair, rehabilitation, and reimbursement solutions to homeowners and renters affected by Hurricane Matthew. Corresponds with program leadership, case managers, and representatives from other disaster assistance providers to certify the accuracy of applicant awards.
- **HORNE Internal CDBG-DR Monitoring Team, 11/2018 - Present.** Participates in assessments of active HORNE projects and engagements with respect to CDBG-DR best practices. Compliance reviews have covered temporary housing, HUD national objectives, housing awards, duplication of benefits, and applicant intake and eligibility determinations. HORNE recognizes the importance of receiving reviews from external sources, such as HUD, but also deemed it critical to conduct internal assessments of their ongoing CDBG-DR programs to strengthen future projects.
- **Eligibility Team Lead, Multiple CDBG-DR Disaster Recovery Programs, 10/2016 - Present.** Collaborates with local volunteer organizations and communities, towns, and stakeholders to identify and capture applicant information to accelerate the eligibility process. Manages the customer service representative team including the development and facilitation of trainings for state employees and other team members. Assists in the development of disaster recovery action plans for CDBG-DR funding and drafts program policies and procedures.

Megan Hudson, CISA

Supervisory/Senior Consultant (Risk Assessment)

Background: Megan serves as a risk manager specializing in IT Governance and Cybersecurity consulting. She provides analytic expertise regarding policy design and implementation in addition to information systems environment compliance. Megan has assisted companies across various industries including manufacturing, financial institutions, international non-for-profit, and technology to ensure their IT internal control environment is secure. She has additionally worked alongside numerous state agencies to ensure information security risks are mitigated while consulting on CARES Act Coronavirus Relief Fund management.

Education:

- Bachelor of Science in Business Administration, Mississippi College

Skills:

- CARES Act Consulting
- FISCAM Governmental Audits
- Internal Control Implementation, Enhancements and Auditing
- Information Technology and Security
- IT Governance Consulting
- ERP Implementation Reviews
- Financial Auditing
- Information Systems Auditing using frameworks such as SOX, NIST Cybersecurity, FFIEC, ISO27001, SOC

Professional Certifications and Accomplishments:

- Certified Information Systems Auditor

Project References:

TN CARES

- Name: [REDACTED]
- Phone: [REDACTED]
- Address: 312 Rosa L Parks Ave, Nashville, TN 37243

Experience:

- **Program Manager, Tennessee Coronavirus Relief Consulting & Program Administration, 5/2020- Present.** Manages four of the States Coronavirus Recovery Programs: Marketing and Tourism initiatives; Hospital Staffing Assistance; Emergency Medical Services Ambulance Assistance; and Workforce Development initiatives. Coordinates and collaborates with the department representatives responsible for program implementation in addition to managing communication with hundreds of recipients. Reviews eligibility determinations in accordance with U.S. Treasury Guidance and ensures all requests for funding meet appropriate requirements. Provided guidance to the State regarding cybersecurity and technology enhancement initiatives achieved with CRF funding.
- **Project Manager, Texas Coronavirus Relief Fund Program Implementation and FEMA PA Monitoring following COVID-19, 3/2020-Present.** Oversees the implementation, training, reporting, and monitoring of Texas' Coronavirus Relief Fund for jurisdictions and local education agencies. In total, the CRF programs support 2,430 applicants across the State of Texas. Provides training to State agencies and local jurisdictions on CRF guidelines. Between the two funding streams, HORNE is helping implement \$4.75 billion of Coronavirus relief.
- **Engagement Manager, Mississippi Statewide Payroll and Human Resources System Review, 6/2018-9/2018.** Provided direct oversight and operations management to ensure all engagement milestones were met and information was provided appropriately. Performed technical reviews of all deliverables to ensure products met client expectations. The system review resulted in critical security enhancements to the security of the State's Payroll system.
- **Engagement Supervisor, California FI\$Cal Post Implementation Review, 10/2017-7/2018.** Provided hands-on supervision and oversight as well as operations management to ensure all engagement milestones were met and communication was maintained with the State representatives. Collaborated with department management to create and execute a detailed project plan to enhance security and ensure compliance with FISCAM.
- **Project Manager, Texas Department of Information Resources Assistance, 9/2017-12/2017.** Worked alongside the TX Department of Information Resources (DIR) to ensure security controls were designed and operating effectively in accordance with State regulations. Provided IT expertise and collaborated with DIR regarding enhancements to their security posture to protect sensitive information.

Alex Yarbrough, CFE

Supervisory/Senior Consultant (Procurement)

Background: Alex has nearly 15 years of experience specific to Federal disaster recovery programs at both the recipient and subrecipient levels. He has specialized in designing and implementing programs that combine multiple sources of Federal disaster recovery funds. This background has been instrumental in supporting Texas, Tennessee, and Florida in maximizing their multiple sources of COVID-19 Recovery Funds. Additionally, he previously served as a trainer and subject matter expert on procurement in compliance with 2 CFR 200 and has reviewed hundreds of OIG audits of disaster recovery programs.

Education:

- Bachelor of Science, Computer Science, Millsaps College

Skills:

- Governmental Accounting & Information Systems
- 2 CFR 200
- Stafford Act Compliance
- Disaster Recovery Reform Act
- Disaster Recovery Program Compliance
- Grants Management
- Disaster Reimbursement Reporting
- FEMA Public Assistance
- FEMA Hazard Mitigation Grant Program
- HUD CDBG-DR

Professional Certifications and Accomplishments:

- Certified Fraud Examiner #623677
- FEMA Emergency Management Institute certifications: NIMS, ICS, and Professional Development

Project References:

TDEM

- Name: [REDACTED]
- Phone: [REDACTED]
- Address: 1033 La Posada Drive, Suite 150, Austin, TX 78752

Experience:

- **Program Manager, Texas Coronavirus Relief Fund Program Implementation and FEMA PA Monitoring following COVID-19, 5/2020-Present.** Coordinates with TDEM and project leadership in designing compliant policies and procedures, reviewing and interpreting Treasury Department guidance, and interfacing with stakeholders to address cost eligibility questions. Provides training to state agencies and local jurisdictions on CRF guidelines. Oversees a team that has responded to over 3,000 eligibility questions received from various governments and school districts and supports 2,430 applicants statewide. HORNE helps implement \$4.75 billion of Coronavirus relief between the two funding streams.
- **Eligibility Advisor, Florida Coronavirus Relief Consulting & Program Administration, 9/2020- Present.** Leads weekly meetings with Program Managers supporting multiple jurisdictions to discuss particularly challenging eligibility questions related to CARES Act guidance and ensure the teams are consistently applying program requirements from state to state. Supports the administration of \$5.7 billion of CRF funds, resulting in individual assistance programs serving 55 counties and 37 agencies across Florida.
- **Eligibility Advisor, Tennessee Coronavirus Relief Consulting & Program Administration, 6/2020- Present.** Leads weekly meetings with Program Managers supporting multiple jurisdictions to discuss particularly challenging eligibility questions related to CARES Act guidance and ensure the teams are consistently applying program requirements from state to state. The HORNE Team is providing full-service consulting and program administration for the State's \$2.3 billion CRF allocation.
- **Program Manager, Puerto Rico Department of Housing (PRDOH), Hurricanes Irma and Maria Recovery, 7/2019-5/2020.** Led the FEMA Coordination Program, one of more than two dozen recovery programs established under PRDOH's \$20.5 billion appropriation of HUD funding. Established program guidelines, standard operation procedures, and execution of the FEMA PA Match and HMGP Match programs, utilizing CDBG-DR funds to meet the non-Federal cost share requirements to municipalities, private nonprofit organizations, and government agencies island-wide.

Christine Waldron, CFE

Supervisory/Senior Consultant (Fraud)

Background: Christine successfully manages teams to meet client goals and expectations related to administration of CARES Act, CDBG-DR, SSBG, and FEMA funded programs. Since joining HORNE in 2014, she has overseen multiple divisions of the Governor's Office of Storm Recovery program in New York as well as projects for subrecipients to the City of New York. She has become a specialist in labor and contract requirements including HUD's Section 3 policies and Davis-Bacon wage compliance. Chris recently obtained Certified Fraud Examiner certification to enhance her support of client compliance efforts. She is now helping to lead New York's COVID Rent Relief Program being administered by Homes and Community Renewal.

Education:

- Bachelor of Business Administration, Pace University

Skills:

- Financial Grant Management
- FEMA HGMP Funding Oversight
- CDBG Disaster Recovery Policy and Procedures
- Single and Multi-Family Housing Program
- Interim Mortgage Assistance Program
- Procurement Analysis and Compliance
- Section 3 and MWBE Compliance
- Construction Clarification and Appeals
- Labor Standards and Davis Bacon and Related Acts Compliance

Professional Certifications and Accomplishments:

- Certified Fraud Examiner, 900859 - 2019

Project References:

Northwell Health

- Name: [REDACTED]
- Phone: [REDACTED]
- Address: 475 Seaview Avenue, Staten Island, NY 10305

Experience:

- **Project Manager, NY COVID Rent Relief Program, 7/2020- Present.** Leads the Program Policy and Case Manager teams serving as a liaison between Homes and Community Renewal (HCR) agency leadership and Program Managers. Produced and implemented training on program eligibility policies and procedures for Case Management staff. Oversees a team of 100+ Case Managers and Case Manager Supervisors driving production of application reviews through the application life cycle to meet program goals. Responsible for reporting metrics and program updates to both the client and consultant teams to ensure standards and scope are met. Liaison to Program Fraud Team and personally performs initial evaluation of applications flagged for potential applicant and/or landlord fraudulent activity.
- **Financial Grant Manager, Northwell Heath-Staten Island University Hospital Super Storm Sandy Mitigation Project, 1/2018- Present.** Provides oversight to all project areas to reduce client risk for successful grant funding. Conducts pre-bid presentations on Federal Requirements and performs procurement analysis and contract award evaluations in support of the hospital's eventual grant reimbursement requests. Monitors all contractor and subcontractor compliance factors related to Section 3 and Davis Bacon. Also responsible for quality control review of prime contractor and subcontractor invoicing to maintain integrity of applicable Federal funding towards approved contracts. Maintains the client's system of record to HUD standards and is the point of contact for the client team driving communications related to reporting, documentation requests and compliance issues.
- **Reporting Specialist, NY Rising Housing Recovery Programs, 9/2016-1/2020.** Oversaw monthly, quarterly, and yearly reporting on minority and women business enterprise utilization and Section 3 compliance requirements utilizing the NY Governor's Office of Storm Recovery's Elations system. Meets with agency officials on a quarterly basis to provide program and contract updates.
- **Construction Clarification Manager, NY Rising Housing Recovery Programs, 4/2017-12/2017.** Responsible for the evaluation and resolution of residential construction scope change requests. Worked with construction technicians to process all change of work documentation including architectural drawings, certificates of occupancy and elevation certificates for funding eligibility. Functioned as a liaison between program officials, local building departments, design professionals, and residents.

Justin Doggett, CPA

Project Manager (Audit)

Background: Justin has been an integral part of HORNE's Coronavirus Relief consulting and compliance services to both the States of Tennessee and Florida. Prior to the COVID-19 pandemic, Justin provided audit, consulting, and other assurance services, including Sarbanes-Oxley compliance, to large private and publicly traded companies. He has over ten years of experience in public accounting serving clients in a variety of industries including governmental, not-for-profit, insurance, transportation, manufacturing, technology, real estate, and forest products.

Education:

- Bachelor of Accountancy, Accounting, Mississippi State University

Skills:

- CARES Act Compliance
- Auditing
- Corporate Governance
- Financial Reporting
- Internal Controls

Professional Certifications and Accomplishments:

- Certified Public Accountant

Project References:

TN CARES

- Name: [REDACTED]
- Phone: [REDACTED] 0
- Address: 312 Rosa L Parks Ave, Nashville, TN 37243

Experience:

- **Audit Consultant, Florida Coronavirus Relief Consulting & Program Administration, 11/2020- Present.** Provides support to the Office of Policy and Budget (OPB) to ensure complete, accurate and timely information is delivered to the Department of Financial Services and Auditor General in compliance with State-mandated reporting deadlines. Assists with the development of CRF program guidelines to ensure compliance with 2 CRF 200 Subpart F and provides services to support Florida's \$5.7 billion CRF allocation.
- **Engagement Director, Mississippi Coronavirus Relief Funds Compliance Audits, 8/2020- Present.** Directs engagement teams providing audit services for 3 state agencies in connection with CRF expenditures. Provides thought leadership to the Office of the State Auditor (OSA) and other State agencies around evolving guidelines related to CRF. Developed the audit approach for the respective agencies and is responsible for the teams' overall execution of the audit plan. The primary objective is to provide real-time monitoring of CRF disbursements to ensure expenditures are in accordance with Federal and state regulations and findings are addressed before they lead to systemic issues.
- **Audit Manager, Tennessee Coronavirus Relief Consulting & Program Administration, 6/2020- Present.** Provides management and audit support services for various programs assisting 95 counties and 346 municipalities statewide. Directs team members to ensure program deliverables are completed in a timely manner. The HORNE Team is providing full-service consulting and program administration for the State's \$2.3 billion CRF allocation.
- **Assurance Director, River Hills Club of Jackson, Inc., 10/2019- Present.** Responsible for the client's overall satisfaction with the quality and timeliness of the engagement and signs the final auditor's report in relation to the financial statements. Consulted with management to analyze the impact of adopting two significant accounting standards and oversaw the change implementation.
- **Assurance Senior Manager, Winston Plywood, 12/2016- Present.** Managed the audit engagement since start up including helping the client with complex accounting transactions such as leases and debt modifications. Oversaw the adoption and implementation of the new revenue recognition accounting standard in 2019.
- **Assurance Manager, Pilot Flying J Audit Project, 8/2013-5/2015.** Managed a diverse team composed of audit, tax, fraud, and information technology professionals. The multi-year engagement was centered around the audit of pricing agreements between an entity and its approximately 7,000 customers.

Ali Garrison, CPA

Project Manager (Audit)

Background: Ali's background includes providing strong accounting, consulting, and audit support to entities across various industries, to verify all practices and procedures adhere to regulatory guidelines to minimize operational risk and facilitate reliable financial reporting. Ali has a passion for serving her clients and surpassing expectations. Most recently she has served as a Program Manager on Tennessee's and Florida's Coronavirus Relief Fund program, providing oversight and compliance support.

Education:

- Master of Business Administration, concentration in Accounting, Mississippi College
- Bachelor of Science, Accountancy, Mississippi College

Skills:

- CARES Act Compliance
- Coronavirus Relief Fund Oversight
- Large Private Company Audits
- Relationship Management
- Project Management
- Staff Leadership
- Financial Data Analysis

Professional Certifications and Accomplishments:

- Certified Public Accountant

Project References:

TN CARES:

- Phone: [REDACTED]
- Address: 312 Rosa L Parks Ave, Nashville, TN 37243

Experience:

- **Program Manager, Florida Coronavirus Relief Consulting & Program Administration, 9/2020- Present.** Provides overall program oversight, operations support, and compliance services to the Florida Department of Emergency Management in conjunction with the administration of \$5.7 billion of CRF funds. Establishes project management processes and procedures in addition to compliance protocols for individual assistance programs serving 55 counties and 37 agencies across Florida. Leads external training to educate program participants on eligibility requirements, resulting in accelerated funding disbursement.
- **Program Manager, Tennessee Coronavirus Relief Consulting & Program Administration, 6/2020- Present.** Provides program oversight and compliance support for CARES Act programs for 95 counties and 346 municipalities across Tennessee. Works in partnership with multiple agencies to determine strategic priorities for the program in accordance with the CRF regulations. Manages a team of over 20 staff personnel to ensure program deliverables are completed in a timely manner. The HORNE Team is providing full-service consulting and program administration for the State's \$2.3 billion CRF allocation.
- **Project Manager, Texas Coronavirus Relief Fund Program Implementation and FEMA PA Monitoring following COVID-19, 3/2020-Present.** Oversees the implementation, training, reporting, and monitoring of Texas' Coronavirus Relief Fund for jurisdictions and local education agencies. In total, the CRF programs support 2,430 applicants across the State of Texas. Provides training to State agencies and local jurisdictions on CRF guidelines. Between the two funding streams, HORNE is helping implement \$4.75 billion of Coronavirus relief.
- **Audit Manager, C Spire Assurance Services, 8/2018- Present.** Oversees and manages accounting, audit, and consulting services to achieve client reporting and operating goals. Manages and evaluates the work of the assigned team staff to verify adherence to established best practices and protocols while maintaining quality and efficiency. Reviews financial statements to ensure preparation in accordance with generally accepted accounting principles.
- **Consultant, ServiceMaster Franchise, 8/2019-12/2019.** Provided consulting services and compliance support for one of the largest ServiceMaster franchisees in the nation. Worked in partnership with corporate leadership to compile and review three years' worth of financial statements. Provided subject matter expertise related to generally accepted accounting principles.

Kevin Edwards

Project Manager (Reporting)

Background: Kevin is a Program Manager with the North Highland Company who has extensive experience working with organizations to improve business processes and to champion the use of next generation technologies, processes, methods, and tools. He is a proven project and product manager and has experience at the local, county, and state levels.

Education:

- Master of Science, Social Work, University of Kansas
- Bachelor of Science, Social Work, Brigham Young University

Skills:

- Project Management
- Change Management
- Process Improvement
- Stakeholder, Relationship Management
- Analytical thinking and Problem Solving
- Business/IT Strategy

Professional Certifications and Accomplishments:

- Project Management Professional (PMP)
- Lean Six Sigma Green Belt

Project References

FLCARES

- Name: [REDACTED]
- Phone: [REDACTED]
- Address: 1101 East First Street, Sanford, FL 32771

FLCARES

- Name: [REDACTED]
- Phone: [REDACTED]
- Email Address: 2335 Orange Blossom Drive, Naples, FL

Experience:

- **Team Lead, FL CARES Florida Division of Emergency Management, 09/2020-Present.** Manages activities related to planning and use of CARES ACT Funding with assigned Florida Counties. Engages counties to develop strategic spending plans and subsequently ensures all substantiation for funding is submitted and approved within defined parameters. Developed tracking tools and corresponding processes that are supporting \$1.25B in CARES ACT funding.
- **Team Lead, Innovations and Platforms, 1/2020-10/2020.** Managed programs with Deloitte Leaders to shape and incubate new business ideas and technologies. Coordinated activities between product sponsors and support teams including ideation, scoping, design, infrastructure, engineering, customer support, and marketing.
- **Team Lead, Deloitte Solution Center, 6/2012-12/2019.** Managed governance of development and enhancements of over 50 technology assets that have been used in all six Deloitte Industries. Team Leader of 8 project managers that oversaw an annual internal budget of more than 450,000 staff hours. Accountable for all areas of project governance including scoping, budgeting, staffing, risk, and issue management.
- **Team Lead, City of NY Office of Child Support Enforcement, 7/2011-4/2012.** Managed team that reviewed all child support processes and worked with the agency to implement a plan that established orders faster and increased both current and back child support collections. Responsible for quality of all deliverables and managing communications and relationships with Senior Agency leaders.
- **Project Manager, Massachusetts Department of Revenue (MDOR) Child Support Enforcement, 4/2010-5/2011.** Project Manager for a team that developed an RFP for statewide Child Support System. Gathered all technical requirements, developed procurement strategies, and coordinated Federal approval of system. Main point of contact with MDOR executive leadership.
- **Project Manager, State of Minnesota Child Support Enforcement Division, 6/2009-3/2010.** Project Manager for the MN Service Delivery Model Assessment project. Worked with County and State leaders to implement a new state-driven delivery model to lower costs and increase collections. Accountable for all deliverables and a team of 10 Deloitte Staff and Subcontractors.
- **Project Manager, State of Minnesota Child Support Enforcement Division, 9/2008-5/2009.** Project Manager for a team that conducted policy, procedure, and technology assessments. Created a process and technology roadmap that MN used to renew its technology that supported the child support program.

Duke Prestridge

Consultant

Background: Duke is a consultant with the North Highland Company. During his time with North Highland, he has worked for the Florida Department of Emergency Management as a Program Director/Liaison for managing the CARES Act funds and expenditures for multiple counties. Duke has experience in project and program management, strategic planning, process improvement, and technology operational management across the private and public sectors.

Education:

- Masters Certificate – Business and Professional Coaching, NC State University
- NC School of Banking – University of North Carolina at Chapel Hill
- Bachelor of Science Studies at Vincennes University, Indianapolis, IN

Skills:

- Program/Project Management
- Change Management
- Strategic Planning
- Process Improvement and Optimization
- Technology Operational Management

Professional Certifications and Accomplishments:

- PMP, Project Management Institute
- Prince2 Practitioner, Axelos
- Total Cost of Ownership, Gartner
- ITIL, ITIL Foundation

Project References

FLDEM

- Name: [REDACTED]
- Phone: [REDACTED]
- Address: 12 SE 1st St.
Gainesville, FL 32601
- Name: [REDACTED]
- Phone: [REDACTED]
- Address: 1769 E. Moody Blvd,
Bldg #3, Bunnell, FL 32110

Experience:

- **Program Management Guidance Liaison, Florida Department of Emergency Management 10/2020-Present.** Consulted as a Program Director/Liaison for the Florida Department of Emergency Management (FDEM) to manage the CARES ACT funds. Worked with nine counties to assist and guide them with eligibility of expenditures and how best to utilize the millions of dollars provided to each county. Provided guidance to counties on all documentation needed for substantiation of expenditures to minimize possible Federal audits. Interpreted the US Treasury and State of Florida CARES Act funds for counties and acted as a single point of contact for all CARES Act items.
- **Executive Consultant, Mergers and Acquisitions, Multiple Corporations, 10/2019-10/2020.** Consulted as a merger/acquisition specialist focused on due diligence, acquisition transition and integration. Developed Merger and Acquisition Playbook for SPI for future mergers or acquisitions. Designed and built automated plan books based on questionnaires for different types of acquisitions and how they would be marketed. Worked with legal teams on contractual elements to create the purchase agreement. Coordinated all lines of business through due diligence, day one activities, and plans for 30, 60, 90 days after close.
- **Executive Consultant, Blue Cross Blue Shield NC, 10/2018-09/2019.** Consulted as an IT Executive and Program Management specialist for companies spanning financial, healthcare, insurance, and more to increase ROI and reduce costs. Led, assessed, and implemented transformative projects using Agile and Waterfall methodologies. Assumed executive level IT roles within organizations to drive change and ensure successful integration within the business.
- **Global Portfolio Director, Computacenter, UK, 11/2017-10/2018.** Mentored PPO team responsible for global operations of large technology initiative portfolios across multicultural operations. Provided governance and oversight to reduce costs and improve efficiencies. Implemented Agile Program Framework. Designed and implemented a global portfolio management program that encompassed 126 projects spanning 17 countries together within one year and on budget.

Jeremy Segers

Consultant

Background: Jeremy has more than fifteen years of consulting experience supporting some of his client's most strategic initiatives. Jeremy has deep experience leading and delivering business management and technology solutions to public and private sector clients including state government, Federal healthcare, and telecommunications firms. He has specific areas of expertise in project management, business process improvement and documentation, financial reporting, instructional design, software analysis, and business case development.

Education:

- Bachelor of Science, Management Information Systems, Florida State University

Skills:

- Project Management
- Change Management
- Strategy
- Process Improvement and Optimization
- Organizational Design

Professional Certifications and Accomplishments:

- PMP Certified

Project References

FDOT

- Name: [REDACTED]
- Phone: [REDACTED]
- Address: 605 Suwanee St. Tallahassee, FL 32399

FDOT

- Name: [REDACTED]
- Phone: [REDACTED]
- Address: 605 Suwanee St. Tallahassee, FL 32399

Experience:

- **Liaison Lead, Florida CARES Act, 10/2020 – 12/2020.** Liaison Lead responsible for coordinating all county and agency liaison activities. Managed the coordination between Liaisons and SMEs, Analyst, Funding Managers, and Project Management. Also responsible for serving as an Agency Liaison, directly responsible for supporting five agencies to identify and document eligible CRF expenditures.
- **Project Manager, Project Implementation for the Florida Department of Transportation (FDOT), 10/2014 – 6/2018.** Project Manager responsible for activities including developing the Project Management Plan, schedule management, risk management, status reporting, and Project Management Office support. Also assisted in developing current and future state business process designs and high-level functional requirements to help modernize the Department's critical business functions and support the implementation of a new enterprise financial management solution. Participated and led facilitated sessions with stakeholders from Central Office, all districts, and the Turnpike Enterprise.
- **Team Lead, Financial Reporting and Analysis, 1/2009 – 12/2010.** Team lead responsible for project management activities including schedule management, risk management, quality management, and resource management for a Federal health agency. Led a team of five responsible for monitoring over \$120M per year in funding.
- **Project Lead, Process Improvement, 1/2008 – 12/2008.** Project lead for a team focusing on process improvement, system implementation, training, and website communications for a Federal health agency. Responsible for project management activities including schedule management, risk management, and project closeout.
- **Consultant, Financial Management System Assessment, 7/2013 – 2/2014.** Business case consultant who assisted in the development of a business case and analyzed the financial management processes to determine whether to enhance or replace the state of Florida's financial management system. Responsible for leading the effort of conducting an inventory of more than 480 business systems that support finance and accounting activities across all state agencies.
- **Project Manager, State College Market Analysis, 1/2013 – 7/2013.** Project manager for a State 529 College Tuition program business case project. Helped conduct a market analysis on the Prepaid Tuition market and developed a business case on whether to enhance or replace the program's records management system. Helped develop more than 500 business requirements for the future system.

Fernando Rosario

Analyst

Background: Fernando is a consultant with the North Highland Company, where he works as a member of our Process and Business Analysis capability. Fernando's expertise specifically involves financial data analysis and improvement initiatives regarding business processes for complex financial systems. Fernando also has experience in project management, program management, financial auditing and reporting, business systems implementations and improvements, and GAAP procedures and conformance.

Education:

- Master of Business Administration, Naval Postgraduate School, Monterey, CA
- Bachelor of Science, Mechanical Engineering, Georgia Institute of Technology

Skills:

- Project Management
- Program Management
- Financial Reporting
- Business Analysis
- Financial Audit

Professional Certifications and Accomplishments:

- Lean Green Belt Certification
- DAWIA Defense Acquisitions Lvl II Certification

Project References

Revenue Manager

- Name: [REDACTED]
- Address: 3333 Piedmont Rd NE, Ste 1000, Atlanta, GA 30305
- Phone: [REDACTED]

Experience:

- **Coronavirus Relief Funds (CRF) Management Support, State of Florida, 9/2020 – 12/2020.** Data gathering, project management, and reporting activities to assist State with critical, time-sensitive approvals and appropriations of Federal Coronavirus Relief Funds to state agencies and counties, to bolster economy and lessen negative economic impact to the State of Florida.
- **Revenue Manager / Financial Analyst, Professional Services Firm, 7/2018 – 9/2020.** Managed financial performance for portfolio of customers, grossing over \$100MM+ annually, utilizing Workday ERP and PSA system as well as business intelligence dashboarding. Activities included reviewing/approving all contracts, identifying risk, creating financial performance dashboards, managing accounts receivable, and liaising with suppliers. Executed executive-level reporting on recognized revenue, forecasted revenue, gross margin, and escalating deviations from budget as well as identifying potentials risk.
- **Process Consultant / Business Analyst, Professional Services Firm, 2/2018 – 6/2018.** Developed several process-flow analyses on pipeline and opportunity management, as they lead to billable projects in firm's ERP, to minimize waste and re-work for Shared Services team. Current process includes stakeholders in Sales Operations, Resource Management, Operations, and Revenue Accounting, to ensure accuracy of forecasted and actual revenue while maximizing utilization of workforce.
- **Implementation Consultant, Media and Entertainment Company, 2/2015 – 3/2016.** Project that managed nationwide implementation and adoption for client's new Human Resource and Talent Management ERP software solution, to track employee compensation and benefits for parent organization, its 40+ subsidiaries, and over 5,500 nationwide employees. Conducted research and interviews for user acceptance, implemented a strategic communications plan, conducted end-user training, and interfaced with business unit leaders for effective adoption.
- **Unit Operations Manager, US Navy, 9/2008 – 2/2009.** Facilitated and implemented upgrade for aviation squadron from legacy platform to modern aviation aircraft and system. Related functions included updated maintenance practices, new training and readiness requirements and tracking systems, new professional capabilities of organization, and enhanced software applications utilized for planning, scheduling, and recording equipment utilization. Led efforts in the adoption rate and acceptance of a 300+ employee organization to new policies and procedures associated with equipment refresh to state-of-the-art military aviation systems.

Michael Dickerson

Project Manager (CAMS Solution)

Background: As the architect of HORNE's CARES Act Management System (CAMS), Michael has worked with delivery teams to understand eligibility requirements, compliance, and system security to address the immediate need of intake, validation, and fund disbursements for CARES Act claims. His oversight of the CAMS delivery team allowed for a robust solution for fund management and reporting that includes custom payment modules that integrate with existing state's payment systems, access controls with state users and external auditors, and third-party verifiers who are trained to use the CAMS workflow and testing module to validate requests.

Education:

- Bachelor of Science in Business Administration in Accounting, University of Southern Mississippi
- BSBA in Management Information Systems, University of Southern Mississippi

Skills:

- Business and Systems Analysis
- Information Systems Consulting
- Software Development
- Open Source Solutions
- Strategic Planning

Project References:

TN CARES

- [REDACTED]
- Phone: [REDACTED]
- Address: 312 Rosa L Parks Ave, Nashville, TN 37243

Experience:

- **CAMS Solution Manager, Florida Coronavirus Relief Consulting & Program Administration, 9/2020- Present.** Provides oversight to county and state agencies on how to leverage CAMS to substantiate advanced funds as well as reimbursement requests. Additionally, triages change requests and support needs based on Florida specific modifications based on program guidance. The North Highland-HORNE team serves the Florida Department of Emergency Management in conjunction with the administration of \$5.7 billion of CRF funds, resulting in individual assistance programs serving 55 counties and 37 agencies across Florida.
- **Technology Manager, Tennessee Coronavirus Relief Consulting & Program Administration, 6/2020- Present.** Oversees all CARES Act delivery teams for systems, data, and reporting. Consults with state leaders to ensure CAMS adapts to specific client needs in addition to meeting all requirements for data security, systems compliance, and OIG and Treasury guidance for reporting. The HORNE Team is providing full-service consulting and program administration for the State's \$2.3 billion CRF allocation.
- **Systems Architecture Manager, Texas Coronavirus Relief Fund Program Implementation and FEMA PA Monitoring following COVID-19, 6/2020- Present.** Collaborates with delivery team to ensure all system needs are met or exceeded. In total, the CRF programs support 2,430 applicants across the State of Texas. Provides training to State agencies and local jurisdictions on CRF guidelines. Between the two funding streams, HORNE is helping implement \$4.75 billion of Coronavirus relief.
- **Senior Manager, HORNE Government Services Enterprise Application Solutions, 3/2020- Present.** Manages a team of engineers and analysts that deliver enterprise applications across varying development stacks that include Oracle, Open Source systems, and legacy transition applications. Collaborating with various internal managers to define and develop standardized system architectures that can be deployed as custom off the shelf (COTS) solutions following any Presidential disaster declaration.
- **Technical Manager, NewWave, 9/2018-3/2020.** Managed Infrastructure, Development, and Data Teams. Served as Subject Matter Expert in the Health IT space for Centers for Medicare & Medicaid Services Center for Program Integrity. Served as Release Manager for sprint team and became a liaison for all stakeholders responsible for system delivery.
- **Lead Software Engineer NewWave, 7/2015-9/2018.** Guided implementation of requirements and resourced load tasks while providing historical context for the entire system architecture and functional areas. Led Tier 3 support efforts and report solutions for clients.

Alisha Wood

Admin Support Staff

Background: Alisha has over 12 years of experience in the field of Business Analyst. She can effectively translate and interpret business needs into technical requirements, along with analyzing and discovering impacts as new solutions are introduced. Alisha utilizes strategic planning and communicates effectively across multi-functional teams to solve problems and address challenges.

Education:

- Associate of Applied Science, Computer Information Systems, DeVry University

Skills:

- Requirements Gathering and Analysis
- KPI Dashboards and Scorecards
- Risk Management
- Process Improvement
- User Story Creation
- User Acceptance Testing
- Project Management
- Enterprise Implementations

Professional Certifications and Accomplishments:

- Certificate of Competency in Business Analyst (CCBA) from International Institute of Business Analysts
- Network Engineering and Data Communications Diploma from The CHUBB Institute

Project References

AssistRx

- Name: [REDACTED]
- Phone: [REDACTED]
- Address: 4700 Millenia Blvd, Ste 500 Orlando, FL 32829

Experience:

- State of Florida CARES Act Project, Senior Consultant, 09/2020 – 12/2020** Responsible for coordination of new system requirements, meeting with the county and agency liaisons and translating that information to the technical teams. Leading a support initiative to ensure any system issues, reporting needs, enhancements or training requests are tracked using Smartsheet and assigned to the right team for actioning.
- Merchandise Allocation and Pricing System, Disney Parks and Resorts, Sr. Business Analyst, 11/2019 – 04/2020** Responsible for creating documentation for the participation in the RFI and RFP Process. Facilitated requirements gathering work sessions with the business stakeholders. Developed project success measures that align with the initiative and business solution. Participated in the design, implementation, and distribution of operating procedures. Assisted the business stakeholders in improving business processes that produce a return on investment.
- Specialty Solutions Healthcare System, Numerous Pharmaceutical Clientele, Sr. Business Analyst/Project Manager, 11/2018 – 11/2019** Successfully collected business and technical requirements from the clients to achieve a smooth software implementation that meets or exceeds client expectations. Developed concrete, detailed plans for a project, including the schedule, budget, and outline of duties for each team member. Lead liaison between business stakeholders, executive leadership, and the technology teams. Effectively managed client and vendor communications and expectations. Developed documentation that accurately reflects the needs of the clients.

Wayne Messina

Subject Matter Expert

Background: Wayne is a consultant with the North Highland Company. He has 23 years of experience including 18 years of project management in public sector. Wayne demonstrates expertise in project planning and management, business process improvement, requirements definition, business case development, and cost analysis. Wayne is a certified Project Management Professional (PMP) and has managed or led all phases of software development or system integration projects. Wayne has led a portfolio of public sector engagements concurrently to include large scale system implementations, business cases, procurements, and strategy. Additionally, he possesses an in-depth understanding of emerging technologies and their practical applications.

Education:

- Bachelor of Science, Management Information Systems, Florida State University

Skills:

- Project Management
- Project Planning
- Cost Analysis
- Business Case Development
- System Integration
- Process Improvement and Optimization

Professional Certifications and Accomplishments:

- PMP

Project References

FDOT ITSP

- Name: [REDACTED]
- Phone: [REDACTED]
- Address: 605 Suwannee Street
Tallahassee, FL 32399

Experience:

- **Client Executive, Florida Department of Emergency Management, 9/2020-Current.** Wayne is the Client Executive assisting the State of Florida with administering their CARES Act Funding. He is involved in the day-to-day activities and working directly with the State of Florida to substantiate over \$8.4B in expenditures. Wayne is leading a team of over 70 people to validate the agency and county spend for the state.
- **Client Lead, Florida Department of Transportation (FDOT), 6/2016-Current.** Leading teams to develop and implement the department's enterprise-wide Information Technology Strategic Plan (ITSP) and an enterprise-wide initiative to evaluate the department's business processes, define opportunities for improvement, and develop future state processes.
- **Client Executive, Florida Department of Economic Opportunity, 5/2015-8/2017.** Wayne led over \$60M in procurements for the Department and was responsible for directing all phases of the functional implementation, enhancement support, and post implementation operations for several department initiatives.
- **Project Lead, Florida Department of Revenue Systems Integration, 2/2012-4/2014.** Led a team of 8 North Highland and 15 client business analysts to validate over 1900 business and technical requirements. Developed the functional design for a major public sector systems integration. Wayne led the 9-month testing effort and managed over 90 client testing resources and 9 North Highland resources to complete each testing phase on schedule and on budget. Wayne also led the team in defining, implementing, and managing the solution design comprised of over 500 design artifacts. Implemented a benefits realization program using the Lean Six Sigma approach that defined Key Performance Indicators (KPIs) identifying benefits that will include a return on investment of over \$17M.
- **Client Lead, Florida Department of Children and Families, 5/2019-10/2019** Led a team to perform an agency wide organizational assessment and modernization of business processes. Wayne was instrumental in working with client teams to recommend the department's strategic initiatives, developing the implementation plan of those strategic initiatives, and executing the initiatives. In addition, Wayne drove the analysis of the department's current financial systems to identify short- and long-term opportunities for improvement and developed the department's vision for a modernized financial management system.

Anna Stroble, JD

Subject Matter Expert

Background: Anna is an attorney and compliance expert with a passion for people and service. Anna served as Senior Counsel for Mississippi's \$5.5 billion CDBG-DR Program following Hurricane Katrina where she was responsible for all program management, regulatory compliance, and financial compliance. Since then, Anna has served in similar leadership and advisory roles for multiple Federal recovery programs nationwide, including Coronavirus Relief Fund programs. Since the onset of the COVID-19 pandemic, Anna has advised the governments of Texas, Georgia, Tennessee, and Florida on the planning and administration of their CARES Act and other Coronavirus Recovery Funded programs.

Education:

- Juris Doctorate, University of Mississippi School of Law
- Bachelor of Science, Marketing, Mississippi College

Skills:

- CARES Act and Coronavirus Relief Funds
- Section 3 Compliance
- Federal Funding Streams
- Government Relations
- Fair Housing Compliance
- HUD CDBG-DR
- Procurement
- Disaster Recovery Services

Professional Certifications and Accomplishments:

- United States 5th Circuit Court of Appeals
- United States District Court, Northern District of Mississippi
- United States District Court, Southern District of Mississippi
- Admitted to the Mississippi Bar - 2004

Project References:

TN CARES

- Name: [REDACTED]
- Phone: [REDACTED]
- Address: 312 Rosa L Parks Ave, Nashville, TN 37243

Experience:

- **Engagement Partner, Florida Coronavirus Relief Consulting & Program Administration, 9/2020- Present.** Oversees the overarching operations of the North Highland-HORNE team serving the Florida Department of Emergency Management in conjunction with the administration of \$5.7 billion of CRF funds. Advises the team on best practices related to project management processes and compliance protocols for individual assistance programs serving 55 counties and 37 agencies across Florida.
- **Engagement Partner, Tennessee Coronavirus Relief Consulting & Program Administration, 6/2020- Present.** Provides overall program oversight and compliance support for CARES Act programs for 95 counties and 346 municipalities across Tennessee. Works in partnership with multiple agencies to determine strategic priorities and provide guidance on options for spending of funds, including recommendations on the most impactful allocation of funding across the state. The HORNE Team is providing full-service consulting and program administration for the State's \$2.3 billion CRF allocation.
- **Subject Matter Expert, Texas Coronavirus Relief Fund Program Implementation and FEMA PA Monitoring following COVID-19, 3/2020- Present.** Advised the Texas Department of Emergency Management (TDEM) on unique reimbursement opportunities available with CRF funds per regulations associated with CARES Act. Between the two funding streams, HORNE is helping implement \$4.75 billion of Coronavirus relief. The CRF programs alone are supporting nearly 2,500 applicants across the State.
- **Compliance Counsel / Subject Matter Expert, Northwell Heath-Staten Island University Hospital Super Storm Sandy Mitigation Project, 3/2016- Present.** Helps guide the hospital through the myriad of Federal requirements associated with both the Hazard Mitigation Grant Program (HMGP) and CDBG-DR funding. The hospital is leveraging funding available through multiple Federal recovery programs to implement critical infrastructure upgrades that will make the hospital more resilient to future severe weather events with minimal impact to ongoing health operations.
- **Subject Matter Expert, Puerto Rico Department of Housing (PRDOH) Professional Advisory and Planning Services, 2/2018- Present.** Provides compliance expertise for Puerto Rico's CDBG-DR grant administration supporting the implementation of its housing, infrastructure, and economic development programs. Serves as subject matter expert resource on Federal procurement and fair housing matters.

Jonathan Krebs, CFA, CGFM, CFE

Subject Matter Expert

Background: Jonathan collaborates with governments to design and implement Federally-funded programs to recover from some of the country's most devastating disasters. As a nationally recognized expert in disaster recovery finance and compliance, he assists officials with maximizing their funding opportunities, integrating compliance with operations, and embedding transparency and fiscal stewardship. Since the onset of the COVID-19 pandemic, Jonathan has led HORNE's CARES Act advisory services, including collaborating with the governments of Texas, Georgia, Tennessee, and Florida on the planning and administration of their Coronavirus Recovery Funded programs.

Education:

- Bachelor of Science in Business Administration, University of Southern Mississippi

Skills:

- CARES Act and Coronavirus Relief Funds
- Coordination of Federal Funding Streams
- Regulatory & Programmatic Analysis
- Turn-Key Solutions
- Financial Analysis
- Public/Private Partnerships
- Program Management
- HUD CDBG-DR

Professional Certifications and Accomplishments:

- Certified Fraud Examiner
- Chartered Financial Analyst
- Certified Government Financial Manager

Project References:

TDEM

- Name: [REDACTED]
- Phone: [REDACTED]
- Address: 1033 La Posada Drive, Suite 150, Austin, TX 78752

Experience:

- **Engagement Partner, Florida Coronavirus Relief Consulting & Program Administration, 9/2020- Present.** Addresses operational challenges and provides assistance to state leaders and other stakeholders in maximizing funding opportunities and integrating compliance with operations. Working with the Florida Department of Emergency Management to administer \$5.7 billion of CRF funds through programs serving 55 counties and 37 agencies across Florida.
- **Subject Matter Expert, Tennessee Coronavirus Relief Consulting & Program Administration, 7/2020- Present.** Provided guidance on options for spending CRF funds, including recommendations on the most impactful allocation of funding across the eligible categories to best optimize the CARES Act funding sources' beneficial impact to the State. Providing full-service consulting and program administration for the State's \$2.3 billion CRF allocation.
- **Subject Matter Expert, Texas Coronavirus Relief Fund Program Implementation and FEMA PA Monitoring following COVID-19, 5/2020-Present.** Provides overarching program oversight and operations support to the team administering the State's \$1.85 billion CRF allocation, supporting over 1,200 subrecipients in counties across Texas. Contributed to establishing compliance protocols, verifying eligibility, and developing project management processes and procedures. \$11M in funds were recommended to local jurisdictions within the first 48 hours from notice to proceed.
- **Subject Matter Expert, New York COVID Rent Relief Program, 7/2020-Present.** Supported program development and the rapid delivery of case management and program oversight. The program provides emergency rental assistance to low income households that became additionally rent burdened as a result of loss of income due to COVID-19.
- **Engagement Partner, Georgia Coronavirus Relief Fund Program Launch and Development, 5/2020-7/2020.** Responsible for the HORNE team's success in providing program development, policy and procedure insights, and CARES Act funding guidance.
- **Subject Matter Expert, New York Governor's Office of Storm Recovery (GOSR), 1/2015- Present.** Assumed executive leadership over all HORNE's active assignments in support of GOSR's recovery programs. Initially worked with GOSR to design a single-family housing recovery program that leveraged unobligated and under-utilized SSBG funding awarded to New York's Office of Children and Family Services to further assist vulnerable populations with completion of their Superstorm Sandy recovery.

Scott Keller

Subject Matter Expert

Background: Scott has 30 years' experience leading teams at the Federal, state, and local levels to successfully find solutions for some of government's biggest problems. He works around the nation in finding creative solutions for communities recovering from disasters. From 2003 to 2007, Scott served as the Deputy Chief of Staff for the US Department of Housing and Urban Development (HUD) where he directed personnel, political, and policy matters for over 9,000 employees in Washington, D.C. and across the country. Scott has been instrumental in coordinating on the Congressional level to help HORNE's clients be successful administering a first-ever disaster response program while navigating the ongoing challenges of the pandemic itself.

Education:

- Bachelor of Science in Finance and Economics, Florida State University

Skills:

- HUD
- CDBG
- Disaster Recovery
- HOME Investment Partnerships Program
- Tax Credit
- Public Housing Finance

Project References:

TX GLO

- Name: [REDACTED]
- Phone: [REDACTED]
- Address: 1700 North Congress Avenue, Austin, TX 78701-1495

Experience:

- **Subject Matter Expert / Advisor, United States Government, 2006-Present.** Served on the Presidential Transition Team leading the efforts to prepare both Secretary Ben Carson and Deputy Secretary Pamela Patenaude for their Senate confirmation hearings to lead the Department of Housing and Urban Development (HUD). During the Obama Administration, worked closely with HUD and housing think tanks to improve program efficiency and performance. Nominated by President George W. Bush for the position of Assistant Secretary for Congressional and Intergovernmental Relations in 2006 and served as the Secretary's most senior policy advisor as one of his chiefs of staff.
- **Subject Matter Expert / Advisor, Texas General Land Office (GLO) Hurricane Harvey Response, 12/2017- Present.** Counsels the Texas GLO regarding its management of five distinct and unprecedented FEMA housing recovery programs including: permanent and temporary housing repair, direct and multifamily leasing, and manufactured housing recovery programs.
- **Subject Matter Expert, State of Florida Action Plan for Hurricanes Hermine and Matthew and Advisory Services following Hurricane Irma, 2017.** Counseled Florida leadership in how best to comply with HUD requirements in developing its action plan and unmet needs assessment to address Hurricanes Hermine and Matthew. Following Hurricane Irma, worked closely with the state and Federal government to assist in coordination and provided guidance on best practices and lessons learned from other disaster recovery efforts.
- **Project Manager, City of Houston Action Plan and Unmet Needs Assessment, 7/2016- 10/2016.** Counseled the City of Houston's leadership on program design and implementation for the more than \$66 million CDBG-DR grant received to respond to the 2016 floods. The project included a comprehensive unmet needs assessment leading to the design of a single-family home repair program, strategic buyout program and infrastructure program.
- **Director of Housing Programs, Texas GLO Disaster Recovery Programs, 8/2013- Present.** Oversees HORNE's CDBG-DR programs across the State of Texas. Responsibilities include client management, budget oversight, reporting oversight, and overall program compliance assurance for \$400 million in CDBG-DR housing funds.

Bryan McDonald, CPA, CFE, CFF

Subject Matter Expert

Background: Bryan is an expert on FEMA Public Assistance (PA) and Hazard Mitigation funding. He established the first state-based real-time audit system for PA, providing the framework for systematic management review driving accountability for more than \$2.8B of Federal funding. The process was recognized by the Government Accountability Office in its report to Congress on disaster recovery. Bryan is part of the HORNE leadership team focused on Federal affairs and CARES Act policy matters who helps deliver expedited outcomes for our clients.

Education:

- Bachelor of Science in Accountancy, University of Mississippi

Skills:

- Stafford Act Compliance
- Disaster Recovery
- State & Local Governments
- Accounting Oversight
- Monitoring
- FEMA Public Assistance
- FEMA Hazard Mitigation Grant Program
- Project Management

Professional Certifications and Accomplishments:

- Certified Public Accountant: Mississippi, 3761 Puerto Rico, R-193
- Certified Fraud Examiner, 123133

Project References:

TDEM

- Name: [REDACTED]
- Phone: [REDACTED]
- Address: 1033 La Posada Drive, Suite 150, Austin, TX 78752

Experience:

- **Federal Affairs & Policy Expert, Tennessee Coronavirus Relief Consulting & Program Administration, 7/2020- Present.** Collaborated with State leadership in the initial design of the CRF Spending Plan. Provided guidance on options for spending the funds, including recommendations on the most impactful allocation of funding across the eligible categories to best optimize the CARES Act funding sources' beneficial impact to the State. The HORNE Team is providing full-service consulting and program administration for the State's \$2.3 billion CRF allocation.
- **Subject Matter Expert, Texas Coronavirus Relief Fund Program Implementation and FEMA PA Monitoring following COVID-19, 3/2020- Present.** Ongoing resource to the Texas Department of Emergency Management (TDEM) to help solve challenges related to FEMA funding issues. In total, the CRF programs support 2,430 applicants across the State of Texas. Provides training to State agencies and local jurisdictions on CRF guidelines. Between the two funding streams, HORNE is helping implement \$4.75 billion of Coronavirus relief.
- **Partner, Disaster Compliance Division, 3/2010- Present.** Led the design, organization, and stand up of the framework of Texas' disaster recovery model. Works with state and local governments to solve the funding issues associated with disaster recovery. Established and maintained the first state-based real-time audit system for Public Assistance, providing the framework for regular, systematic management review to ensure program accountability and quality control for more than \$2.8 billion of Federal funding. The process was recognized by the Government Accountability Office in its report to Congress on disaster recovery.
- **Executive Director, Office of Recovery for Mississippi Governor Haley Barbour, 3/2007-4/2008.** Worked with Congressional leadership, committees, and the White House to distribute the \$24 billion in Federal aid provided to Mississippi following Hurricane Katrina. Directly responsible for reporting to the Governor on the progress of recovery and the needs of communities. Testified numerous times before Congress and worked closely with Federal agency heads including the Department of Homeland Security, Department of Housing and Urban Development, Small Business Administration, Department of Justice, and Department of Labor. Worked across the gamut of Mississippi state and local agencies and stakeholders to provide the highest level of recovery possible while considering the long-term vision of rebuilding the State in a more sustainable way. Earned public recognition on the floor of the United States Senate for the work.

Jeff Aucoin, CFE, CIA, CPA, CFF

Subject Matter Expert

Background: Jeff has built his career fighting fraud and helping clients navigate the murky water of complex commercial litigation. By helping organizations manage risk, his clients are able to enhance profitability. He is responsible for managing audit and agreed-upon procedure engagements related to compliance with government programs and other engagements involving fraud investigations including embezzlement schemes, insurance fraud, employee theft, and misappropriation of assets. Jeff is qualified as an expert in the field of forensic accounting and has provided expert witness testimonies in a variety of areas, including financial motive in arson and criminal murder cases, in both Federal and state courts. He also frequently presents to local and regional audiences on the topics of fraud and forensic accounting and advises clients on how to mitigate fraud losses through anti-fraud programs and enhanced internal controls. Jeff is passionate about solving complex business problems and providing anticipatory insights to help clients mitigate future risks.

Education:

- Master of Science, Accounting, Louisiana State University
- Bachelor of Science, Accounting, Louisiana State University

Skills:

- Forensic Accounting
- Anti-Fraud Controls
- Program Compliance
- Project Management

Professional Certifications and Accomplishments:

- Certified Public Accountant
- Certified Internal Auditor
- Certified Fraud Examiner
- Certified in Financial Forensics

Project References:

CHFS

- Name: [REDACTED]
- Phone: [REDACTED]
- Address: 190 E Capitol St, Ste 800, Jackson, MS 39201

Experience:

- **Engagement Partner, Tennessee Coronavirus Relief Consulting & Program Administration, 7/2020- Present.** Provides overarching program oversight and operations support to the team. Responds as needed with subject matter expertise to address operational challenges. The HORNE Team is providing full-service consulting and program administration for the State's \$2.3 billion CRF allocation.
- **Fraud Investigation Subject Matter Expert, New York Governor's Office of Storm Recovery (GOSR), 2018.** Provided guidance and technical assistance to GOSR leadership as they worked to understand unusual activities by a vendor. Recommended best practices to analyze, quantify, and document suspected vendor performance fraud impacting GOSR's \$2.7 billion Single Family Homeowner Recovery Program.
- **Project Partner, Louisiana Economic Development Tax Credit Program, 11/2014- Present.** Oversees all contracts and teams involved in performing forensic procedures related to higher risk recipients of Louisiana's Tax Credit Program. HORNE's findings allowed the State to determine the appropriate amount of tax credits to issue. HORNE's role has subsequently expanded to include issuing reports for certain incentive programs. HORNE has been involved in evaluating compliance of hundreds of millions in costs.
- **Forensic Accountant Partner, Estate of Community Home Financial Services, Inc. (CHFS), 3/2017-10/2017.** Oversaw the teams performing forensic accounting services in conjunction with the bankruptcy of CHFS. Responsible for all engagement deliverables, and testifying, if necessary, about the results of HORNE's findings. CHFS filed for bankruptcy in 2012. Prior to and post-bankruptcy filing, the owner of the company diverted funds from CHFS, for which he has been criminally prosecuted for his actions. There are also several active lawsuits with creditors related to the assets of CHFS. HORNE was engaged in this bankruptcy matter to perform forensic accounting procedures including, but are not limited to, tracing the disposition of funds that left CHFS, tracing the source of funds received by CHFS, identifying CHFS assets, and categorizing assets based on various factors.

Samir El Hage, PE, PMP

Subject Matter Expert

Background: Samir is a professional electrical engineer with more than fifteen years of experience in the construction industry. He is responsible for overseeing the Puerto Rico Government Services Operations with a staff of 120 team members. Samir is directly involved in the areas of construction management, monitoring, and inspection for the development of important projects, such as the Paseo Puerta de Tierra project in San Juan. He was also Program Manager of the Vivienda Modernization Holdings 1 Program for the Puerto Rico Public Housing Administration.

Education:

- Master of Science in Construction Management, Polytechnic University of Puerto Rico
- Bachelor of Science in Electric Engineering, University of Puerto Rico-Mayagüez

Skills:

- Project Administration
- Project Management
- Program Management
- Risk Management
- Claims Negotiation
- Project Control

Professional Certifications and Accomplishments:

- Professional Puerto Rico College of Engineers and Land Surveyors
- Project Management Professional

Project References:

PRDOH

- Name: [REDACTED]
- Phone: [REDACTED]
- Address: Avenida Barbosa, San Juan, PR 00932

Experience:

- **Partner in Charge, Puerto Rico Department of Housing (PRDOH), Hurricanes Irma and Maria Recovery, 8/2019- Present.** Overseeing HORNE's grant management for the over \$20 billion of Community Development Block Grant funds allocated to PRDOH to respond to the effects of Hurricanes Irma and Maria on Puerto Rico. Responsible for program implementation, coordination, standardizing processes, technical writing, procurement, oversight, and monitoring activities for one of the largest single allocations of Federal disaster funds.
- **Oversight Management Principal, PRDOH FEMA Sheltering and Temporary Essential Power (STEP) Program, 2017- 2019.** Responsible for the supervision and overall oversight management for the program *Tu Hogar Renace*. Under this program, PRDOH expects to impact approximately 75,000 homes, performing minor emergency repairs in single-family owner-occupied residences, to provide citizens displaced from their homes with the option of returning and sheltering in-place. It is the largest program in the nation with an investment of more than \$1.5 billion with 12 months of implementation.
- **President, HAGE Consulting Group, PSC, 2013- 2019.** Founding Member and President of the firm, providing project and program management, project inspection, and consulting services for infrastructure projects with a total investment of over \$800 million. Projects under the firm's responsibility included road infrastructure projects, outpatient clinic facilities, hospital facilities, academic facilities, residential multi-story buildings, office buildings, and coastal facilities which required the management of a wide range of disciplines and stakeholders, as well as the coordination of efforts among numerous governmental agencies to ensure project success.
- **Operations Manager, PG Engineering Solutions, PSC, 2009- 2013.** Responsible for the direct supervision of over 50 professionals with projects amounting to an investment of over \$1.2 billion. Successfully provided project and program management services, consulting services, inspection services, and project control services, always to the satisfaction, and above the expectation, of the firm's clients. Specifically served as Program Manager for Puerto Rico Housing Administration's Public Housing Modernization Program from 2009 to 2013 and was responsible for the successful delivery of 4,132 dwelling units from 33 simultaneous comprehensive modernization projects with a total investment of over \$700 million.

3.5. Experience on Similar Contracts

The North Highland Team has direct experience administering COVID-19 Recovery Programs in addition to overseeing and auditing the disbursement of COVID-19 Recovery Funds. In partnership with HORNE LLP, we deliver robust expertise in financial auditing, grant management, and integrity monitoring/anti-fraud for CARES Act programs as well as disaster recovery more broadly. Our team's experience with Federal recovery funding program administration and oversight spans the country and over \$70 billion.

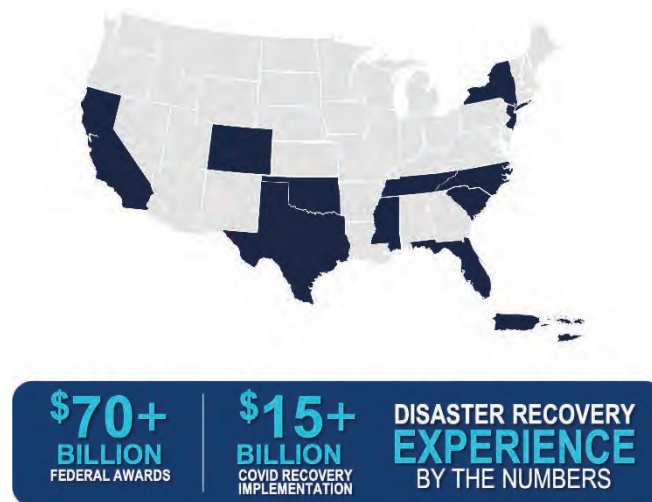


Exhibit 13: Our Team's Recovery Experience

We are pleased to present the State with an overview of similar contracts in Table 3: North Highland Team Functional and Industry Experience, which provides a sample of recently-completed and current projects relevant to the Integrity Oversight Monitor scope. In this table, we have mapped each project to nine attributes: the first four attributes align to the three categories outlined in the RFQ, and last five attributes focused on experience in New Jersey, Federal Funding, COVID-19 Recovery Funds and Programs, Information Systems/Reporting, and Compliance Reviews.

Following the table, we detail our experience and provide references for contracts in Florida, Tennessee, and Texas for administering COVID-19 Recovery Programs in addition to overseeing and auditing the disbursement of COVID-19 Recovery Funds. We have also provided a description of our comprehensive strategic, financial, and operational assessment with New Jersey Transit. We highlight recent experience with disaster relief agencies providing program management, grant administration and case management services.

With our extensive experience with similar contracts, we are confident that we can meet and exceed the scope of services under each Category of the Integrity Oversight Monitor scope.

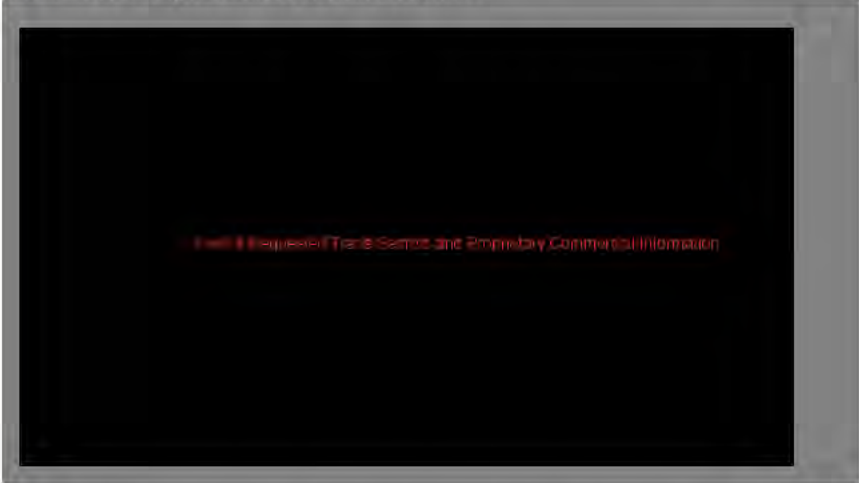
Projects	Program and Process Management	Financial Management and Auditing	Grant Management	Integrity Monitoring Anti-Fraud Services	New Jersey Agency	Federal Funding	COVID-19 Recovery	Information Systems/Reporting	Compliance Reviews
Florida Division of Emergency Management – North Highland (NH) / HORNE Established and maintains the Florida CARES Act Management System (FLCARES) administration of \$6 billion CRF allocation.	•	•	•	•		•	•	•	•
Tennessee Coronavirus Relief Consulting & Program Administration Full-service consulting and program administration for the State's \$2.3 billion CRF allocation.	•	•	•	•		•	•	•	•
Texas Coronavirus Relief Fund Program Implementation and FEMA PA Monitoring following COVID-19 Full-service program implementation of \$1.85 billion of the State's CRF allocation and monitoring of \$2.9 billion of COVID-19 FEMA Public Assistance projects.	•	•	•	•		•	•	•	•
New Jersey Transit (NJ Transit): Comprehensive Strategic, Financial, and Operational Assessment Comprehensive strategic, financial, and operational assessment of NJ Transit to provide insights and recommendations for transforming NJ Transit into a world-class transportation agency.	•				•			•	•
New York Governor's Office of Storm Recovery Irene, Lee, and Sandy Recovery Programs Program management and grant administration services in support of the State's \$4.5 billion CDBG-DR housing recovery programs.	•		•	•		•		•	•
New York COVID Rent Relief Program Case Management activities associated with New York State's emergency rental assistance to LMI households facing additional hardships due to COVID-19.	•			•			•	•	•
New Jersey Department of Labor (NJ DOL): New Jersey Career Connections (NJCC) initiative Oversight and project management of the New Jersey Career Connections (NJCC) initiative, in particular the website development, testing, and launch.	•				•			•	
Florida Department of Economic Opportunity – HORNE / NH Program Management of the Hurricane Michael Disaster Relief Fund distribution.	•	•	•	•		•	•	•	•
New Jersey Department of Human Services Medicaid Management Information System (MMIS) Modernization Quality Assurance and Advisory Support.	•				•	•		•	
GetCoveredNJ User Acceptance Testing Comprehensive testing of New Jersey state-based health insurance exchange to validate readiness for the initial open enrollment period.	•				•	•		•	
Georgia Department of Community Health Procurement Strategy of Medicaid Enterprise System Transformation (MEST) core Claims Processing and Financial Management module.	•	•	•			•	•	•	•
Florida State Agency for Healthcare Administration Transformation initiative for Agency for Healthcare Administration for the state of Florida.	•	•	•	•		•	•	•	•
New Jersey Department of Health Women, Infants and Children (WIC) Program Comprehensive Strategic, Financial, and Operational Assessment of New Jersey WIC Program.	•	•			•				

Projects	Program and Process Management	Financial Management and Auditing	Grant Management	Integrity Monitoring Anti-Fraud Services	New Jersey Agency	Federal Funding	COVID-19 Recovery	Information Systems/Reporting	Compliance Reviews
Florida Department of Business and Professional Regulation Implementation of a multi-agency initiative to provide a common resource for all Florida businesses to access the rules and regulations related to establishing and running a business in Florida. Managed 17 agencies participation to develop a solution.	•	•		•		•	•	•	•
Florida Department of Education Development of the strategy for a Federally-funded parent portal that provided a single source for all assistance programs available to Florida parents. The initiative involved coordination across all health and human services agencies in Florida.	•		•			•		•	•
Mississippi Office of the State Auditor CRF Compliance Auditing Continuous external auditing of CRF expenditures by programs administered by the State Department of Education, Department of Finance & Administration, and institutions of higher education.		•		•		•	•		•
Mississippi Band of Choctaw Indians Coronavirus Relief Consulting & Program Administration Provides program oversight and compliance support for CARES Act programs in support of the Tribe and related enterprises.	•	•	•	•		•	•		•
New Jersey Department of Community Affairs reNEW Jersey Stronger Reviewed sub-recipient funding requests to the Economic Development Program for eligibility, compliance, and accuracy. Collaborated to build and maintain the State's system of record for Sandy funding SIROMS.	•	•	•		•	•		•	•
Florida DEO Hurricane Irma Oversight Monitoring Perform risk-based programmatic monitoring, fiscal monitoring, and quality assurance/quality control (QA/QC) services for the State's \$800 million CDBG-DR grant.	•	•	•	•		•		•	•
Northwell Heath-Staten Island University Hospital Super Storm Sandy Mitigation Project Monitoring of all contractor and subcontractor compliance factors related to Section 3 and Davis Bacon. Maintenance of the client's system of record to HUD standards.	•	•	•	•		•		•	•
Texas Division of Emergency Management Compliance Review, Monitoring, & Other Administrative Activities Performed grant monitoring, compliance review, and other administrative tasks related to the implementation of \$2.2 billion of FEMA Public Assistance and Hazard Mitigation programs across 16 disasters.	•	•	•	•		•		•	•
Mississippi Development Authority Hurricane Katrina Recovery Programs Financial / Fiscal Oversight and Compliance office support including monitoring for numerous programs and projects of the State's \$5.4 billion CDBG-DR program.	•	•	•	•		•		•	•
Louisiana Economic Development Tax Credit Program Forensic procedures related to higher risk recipients to determine the appropriate amount of tax credits to issue. Evaluate compliance and issue reports for hundreds of millions in incentive programs.		•		•				•	•

Table 3: North Highland Team Functional and Industry Experience

Florida Division of Emergency Management: Coronavirus Relief Consulting and Program Administration (NH / HORNE)	
Project Description	The North Highland Team partnered with HORNE to establish and maintain the Florida CARES Act Management System (FLCARES), technology solution for data repository and dashboard reporting. The project team understood the sense of urgency to quickly conduct several activities in parallel, within a limited timeframe, to successfully incur and expend maximum funds by December 2020. The State of Florida has an opportunity to revitalize communities, improve the lives of Florida citizens and reignite the economy with the Coronavirus Relief Funds (CRF) appropriation. Funds from the CRF are to be incurred and expended from March 1, 2020 to December 30, 2020. While significant funds have been allocated, the State estimates there is a strong push to validate and process the remaining funds by the end of December. We are currently in progress and successfully assisting the State in expenditures of approximately \$6B of CRF by December 30th for 37 Agencies and 55 Counties in the State of Florida. Our team of consultants are needed to ensure that eligibility requirements are aligned to Treasury guidelines, validated, and processed. Funding could be at risk if issues around program and process management, fund management of Federal funds and integrity monitoring are not identified and remediated. To assist with this task, we stood up the FLCARES system for transparency, reporting and monitoring with the State.
Period of Performance	September 2020 – Present
Points of Contact	[REDACTED], Deputy State Disaster Recovery Coordinator – Florida Division of Emergency Management [REDACTED] [REDACTED] [REDACTED], Director, Office of Work Programs & Budget – Florida Department of Transportation [REDACTED]

Tennessee Coronavirus Relief Consulting and Program Administration (HORNE)	
Project Description	HORNE provides full-service consulting and program administration for the State of Tennessee's \$2.3 billion Coronavirus Relief Fund (CRF), as appropriated by the U.S. Congress under the CARES Act. Our scope includes determining all eligible types of funding, including legal requirements and permissible uses, while providing guidance on options for spending the funds, including recommendations on the most impactful allocation of funding across the eligible categories to best optimize the CARES Act funding sources' beneficial impact to the State. We perform risk assessments of all potential funding initiatives to ensure risk is mitigated and compliance is maintained. We determine the State's capacity to support implementation of programs and assist with the design and administration of those programs, taking care to document policies and procedures, implement internal controls to reduce instances of fraud, waste, and abuse, and provide for consolidated reporting as required by the U.S. Treasury. Significant HORNE accomplishments include: ▪ Within Week One ○ Met with TN executive leadership ○ Completed plan to disburse \$60M ○ Finalized reporting system ▪ Within Month One ○ Finalized the spending plan for over \$100M in CRF funds ○ Completed 7 strategic funding discovery sessions ○ Identified approximately \$100M in funds to be leveraged between two Federal recovery streams Additionally, HORNE built and maintain the Tennessee CARES Act Management System (TN CAMS), the State's system of record for CRF programs that allows eligible entities to apply for program funding and submit all required documentation, which in turn, creates an audit trail for all future state and Federal audits. Some of the larger TN CAMS-administered programs include: ▪ Local Government COVID-19 Response Support (\$115 million) ▪ Tennessee Community CARES Program for Non-Profits (\$150 million) ▪ Supplemental Employer Recovery Grant (SERG) (\$50 million)
Period of Performance	July 2020 – Present
Point of Contact	[REDACTED] Deputy Commissioner – Tennessee Department of Finance and Administration [REDACTED] [REDACTED], Commissioner – Tennessee Department of Finance and Administration [REDACTED]

Texas Coronavirus Relief Fund Program Implementation and FEMA PA Monitoring following COVID-19 (HORNE)	
Project Description	HORNE is providing the Texas Division of Emergency Management (TDEM) comprehensive support including database management and reporting solutions for \$4.75 billion of Federal COVID-19 Recovery Fund. HORNE's services include monitoring of nearly \$2.9 billion of COVID-19 related FEMA Public Assistance projects as well as program implementation support for \$1.85 billion of Texas' Coronavirus Relief Fund (CRF) allocation directed to local government jurisdictions and education agencies. As part of this work, HORNE serves on the Supply Chain Task Force and provides solutions for TDEM to better track personal protective equipment (PPE) and related supplies and their distribution to targeted locations. In this capacity, HORNE implemented within 48 hours a customized database with webform capabilities shown below to expedite supply chain intake and allow real-time reporting. HORNE also provides ongoing monitoring and training on FEMA Public Assistance Streamlined Project Application Process enacted for the pandemic, COVID-19 Emergency Protective Measures (Category B), and FEMA Grants Portal. Since July 1, HORNE has trained over 6,200 attendees on CRF and COVID-19 FEMA Public Assistance during the pandemic and referred over \$1.3B in FEMA Public Assistance funding. Most recently, HORNE began overseeing the implementation, training, reporting, and monitoring of the CRF allocations earmarked for jurisdictions and local education agencies. To date, these programs support 2,430 applicants across the state. Within the first 48 hours of being awarded this assignment, HORNE: - Recommended \$11M in payments to local jurisdictions. We have now paid over \$131M statewide through these programs to support communities responding to COVID-19. - Developed streamlined reporting on requests for assistance and payment status. Our Texas reporting portal now serves as a comprehensive resource to stakeholders for COVID response including the Governor's Office, FEMA officials, state agencies, and TDEM leadership. - Created internal training for the State and for the local jurisdictions. HORNE's training suite now includes on-demand video tutorials. Within the first week of award, HORNE consolidated applicant questions into a FAQ, published guidance, and finalized CRF Recipient Guidelines and Standard Operating Procedures. We now have a comprehensive library of over 3,100 questions in the FAQ resource. HORNE is known as the "24-hour team" for our responsiveness to statewide needs.
	
	Period of Performance
	March 2020 – Present
	Unit Chief – Texas Division of Emergency Management [REDACTED]
Points of Contact	[REDACTED], Unit Chief – Texas Division of Emergency Management [REDACTED]

**New Jersey Transit (NJ Transit):
Comprehensive Strategic Financial, and Operational Assessment**

Project Description	In January 2018, Governor Philip D. Murphy signed into effect Executive Order 5 (EO-5), directing the New Jersey Department of Transportation (NJDOT) to engage an independent consultant to conduct a comprehensive strategic, financial, and operational assessment of New Jersey Transit (NJ Transit) to provide insights and recommendations for transforming NJ Transit into a world-class transportation agency. As the nation's third-largest provider of bus, rail, and light-rail transit, NJ Transit was experiencing poor fiscal and operational management. Two challenges – one governance and one operations-related – exacerbated these issues. First, NJ Transit is an exceptionally large, diverse organization, interacting with multiple governmental, quasi-governmental, and private entities, and responding to oversight by the US Department of Transportation (DOT), Federal Railroad Administration (FRA), and Federal Transit Administration (FTA). Second, NJ Transit's rail operations take place in a very complex environment within the busiest rail corridor in the United States, much of which is owned by Amtrak. To help address these issues, NJDOT engaged North Highland to perform this assessment of NJ Transit and plot a path for future success. To conduct this complex and politically sensitive assessment, North Highland assembled a broad team of transportation experts from across the United States and United Kingdom to address the project's five focus areas: 1. Organizational Structure, 2. Personnel Recruitment, 3. Procurement, 4. Customer Experience, and 5. Operating and Capital Funding Needs and Sources. Critical to Task 2 was identifying why the organization was required to hire so many people, which underscored significant turnover. Through numerous one-on-one interviews and best-practices benchmarking, North Highland identified that insufficient training was a key contributor to NJ Transit's retention issues (which exacerbated the strain on the recruiting department). Specifically, the training received by new hires – and, even more specifically, operational position training – had major problems. New hires reported unnecessarily difficult tests and felt that certain trainers were seeking to fail the trainees. In addition, new hires were being trained using antiquated and, at times, irrelevant training materials. After careful analysis of the organization's current state, the project team drafted a 20+ recommendations, including training-specific ones that addressed some of the L&D issues identified, in support of the Personnel Recruitment project area. These recommendations, as well as the recommendations for the other four project areas, were based off of best practices, tailored to NJ Transit (so as to ensure that the recommendations were feasible and actionable to implement), and evaluated along the criteria of value and feasibility. North Highland delivered a highly publicized and extensive audit report that provided current-state findings and proposed recommendations for each of the five assessment areas. The report was well-received by both the Governor's Office and the media, with Governor Murphy saying "NJ Transit engaged The North Highland Company to be the mechanic and they did just that. This audit is what will allow us to begin rebuilding NJ Transit and restore faith in its operations." This assessment is being used as a foundational guide for charting future implementation work as NJ Transit leaders look to transform its operations for its customers and its employees. Governor Murphy noted, "This audit is what will allow us to rebuild New Jersey Transit and restore faith in its operations," and, consequently, the agency is actively engaged in developing and implementing the recommendations proposed by North Highland. (See report at: https://nj.gov/governor/news/news/562018/approved/20181009a.shtml; see NY Times article at: https://www.nytimes.com/2018/10/09/nyregion/nj-transit-audit.html.)
Period of Performance	2018
Size of Organization	11,000 employees
Point of Contact	Commissioner – NJ Transit

New York Governor's Office of Storm Recovery Irene, Lee, and Sandy Recovery Programs (HORNE)	
Project Description	Since 2013, HORNE has provided a variety of program management and grant administration services to the New York Governor's Office of Storm Recovery (GOSR), largely in support of the State's CDBG-DR housing recovery programs. HORNE's involvement in GOSR programs has spanned from policy development and alternative funding stream identification through application eligibility and duplication of benefit reviews to administrative and staff support functions. In these roles, HORNE has maximized GOSR's size and impact as a disaster recovery agency and been instrumental in the development, management, and implementation of several of GOSR's most innovative housing recovery programs. Following Superstorm Sandy, GOSR was established as a new entity within NYS Homes and Community Renewal (HCR) for the purposes of administering the over \$4.5 billion of CDBG-DR grant funds awarded to New York State. In one of HORNE's first assignments, we supplemented GOSR's developing system of record with our proven and established eligibility software suite. The enhancement improved customer service to applicants and reduced case management expenses to the State. HORNE followed up this cost saving effort by subsequently helping GOSR leverage an additional \$26.5 million in Department of Human Services Social Services Block Grant (SSBG) funds to extend the reach of their CDBG-DR grant funds to better assist the most vulnerable populations statewide. HORNE has also supported GOSR in traditional program design and delivery. Our subject experts collaborated with GOSR's Policy and Operations Teams to finalize the policies and procedures of two innovative programs targeting local housing recovery needs: ▪ The first successful CDBG-DR recovery program for condominium associations and housing cooperatives; and ▪ A manufactured home community resiliency program that effectively addressed severe flooding through entire community relocation. In working with GOSR to finalize and implement their Condominium and Cooperative Program, HORNE combined a deep understanding of duplication of benefits and CDBG regulations with fresh analysis of the governing structures in condominiums and cooperatives and the details of their tiered insurance profiles. With the Manufactured Home Community Resiliency Program, we helped GOSR define three distinct CDBG-allowable applicant options to offer in order to achieve the greatest success relocating an entire community when elevation was not feasible. One of the three options was a rental relocation offering for both manufactured homeowners or tenants modeled on the provisions and assistance standards of the Uniform Relocation Assistance and Real Property Acquisition Policies Act. Behind the scenes, HORNE has provided a specialized Verification of Benefits team that worked remotely to review applications for accuracy and compliance with the duplication of benefits requirements of the Robert T. Stafford Act. This team of certified public accountants and certified fraud examiners also oversaw anti-fraud, waste, and abuse verifications in compliance with Federal regulations. We have also provided full time embedded staffing support to GOSR, both office and administrative level staff as well as more specialized project support and data analytics team members. As GOSR's CDBG-DR grant winds down, HORNE has continued to collaborate on individual activity closeout processes and checklists. We have continued to recommend solutions focused on grant compliance, risk mitigation, and maximum recovery impact. This has at times included participating in technical assistance and monitoring sessions with GOSR and HUD representatives. HORNE has provided GOSR white papers and other justification documents on a variety of topics and questions, several of which have resulted in policy modifications or action plan amendments. On a quarterly basis, HORNE provides applicant-level data and narrative in support of GOSR's mandated DRGR reporting of grant activity to HUD.
	Period of Performance 2013 – Present
	Point of Contact [REDACTED] Executive Director - Housing, Buyout, & Acquisition Programs, Governor's Office of Storm Recovery [REDACTED] [REDACTED]

New York State Homes and Community Renewal: COVID-19 Rent Relief Program (HORNE)	
Project Description	HORNE has been the guiding entity for Case Management activities associated with the New York COVID-19 Rent Relief Program. Developed to implement the New York State Emergency Rental Assistance Act (ERRA) of 2020 passed by the NY State Legislature and signed by Governor Andrew M. Cuomo on June 17, 2020, the Program provides Housing Assistance Payments to low income residents who saw a decrease in income and an increase in their rent burden during the initial wave and shutdowns related to the pandemic. Applicants who meet eligibility requirements are awarded a lump sum subsidy payment dispersed directly to their landlord that is based on the change in rent burden experienced between April 1, 2020 and July 31, 2020. HORNE joined a contractor team assembled by Homes and Community Renewal (HCR) to leverage existing contract vehicles in order to stand up the program in just under 4 weeks. HORNE deployed, hired, and trained a fully remote staff of nearly 100 case managers and supervisors within 2 weeks to process more than 85,000 tenant applications. HORNE has been engaged with system development, creation of program policies and procedures, and has been responsible for driving the production of applications through the eligibility review of tenant applications and supporting documentation required by the ERRA. Another significant challenge was distributing and collecting thousands of applicant-signed program documents without any in person intake centers. HORNE provided a solution built on the industry-recognized electronic signature capabilities of DocuSign to distribute forms in bulk and track completion. HORNE was also able to develop this electronic solution for obtaining individual landlord W9 forms to support tax reporting. To date, this has enabled HCR to distribute over \$26 million dollars in less than 4 months from the program's launch.
Period of Performance	July 2020 – Present
Point of Contact	██████████ Assistant Commissioner, Section 8/Rental Housing Assistance, Office of Housing Preservation – New York State Homes and Community Renewal ██████████ ██████████

5. State-Supplied Price Sheet

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: The North Highland Company LLC

CATEGORY 1: PROGRAM AND PROCESS MANAGEMENT AUDITING

LINE #	STAFF CLASSIFICATIONS	YEAR 1 HOURLY RATE	YEAR 2 HOURLY RATE
1	Partner/Principal/Director	<u>\$351.01</u>	<u>\$358.03</u>
2	Program Manager	<u>\$316.23</u>	<u>\$322.55</u>
3	Project Manager	<u>\$268.80</u>	<u>\$274.18</u>
4	Supervisory/Senior Consultant	<u>\$252.97</u>	<u>\$258.03</u>
5	Consultant	<u>\$202.71</u>	<u>\$206.76</u>
6	Associate/Staff	<u>\$111.09</u>	<u>\$113.31</u>
7	Subject Matter Expert	<u>\$308.98</u>	<u>\$315.16</u>
8	Administrative Support	<u>\$88.89</u>	<u>\$90.67</u>

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: The North Highland Company LLC

CATEGORY 2: FINANCIAL AUDITING AND GRANT MANAGEMENT

LINE #	STAFF CLASSIFICATIONS	YEAR 1 HOURLY RATE	YEAR 2 HOURLY RATE
11	Partner/Principal/Director	<u>\$351.01</u>	<u>\$358.03</u>
12	Program Manager	<u>\$316.23</u>	<u>\$322.55</u>
13	Project Manager	<u>\$268.80</u>	<u>\$274.18</u>
14	Supervisory/Senior Consultant	<u>\$252.97</u>	<u>\$258.03</u>
15	Consultant	<u>\$202.71</u>	<u>\$206.76</u>
16	Associate/Staff	<u>\$111.09</u>	<u>\$113.31</u>
17	Subject Matter Expert	<u>\$308.98</u>	<u>\$315.16</u>
18	Administrative Support	<u>\$88.89</u>	<u>\$90.67</u>

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: The North Highland Company LLC

CATEGORY 3: INTEGRITY MONITORING/ANTI-FRAUD

LINE #	STAFF CLASSIFICATIONS	YEAR 1 HOURLY RATE	YEAR 2 HOURLY RATE
21	Partner/Principal/Director	<u>\$351.01</u>	<u>\$358.03</u>
22	Program Manager	<u>\$316.23</u>	<u>\$322.55</u>
23	Project Manager	<u>\$268.80</u>	<u>\$274.18</u>
24	Supervisory/Senior Consultant	<u>\$252.97</u>	<u>\$258.03</u>
25	Consultant	<u>\$202.71</u>	<u>\$206.76</u>
26	Associate/Staff	<u>\$111.09</u>	<u>\$113.31</u>
27	Subject Matter Expert	<u>\$308.98</u>	<u>\$315.16</u>
28	Administrative Support	<u>\$88.89</u>	<u>\$90.67</u>

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. Overview of Security Plan and Standards

Our completed State of New Jersey Security Due Diligence Third Party Information Security Questionnaire is included as an attachment to this Quote. The questionnaire provides an overview of our Security Plan and Standards.

Page 88 redacted for the following reason:

-----Vendor Requested Financial Information, Vendor Requested Advantage to Competitors

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 The North Highland Company LLC, with its principal place of business at 3333 Piedmont Road NE, Suite 1000, Atlanta, GA 30305, 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

12/18/2020

Date

Anna Danegger, Vice President

Print Name and Title

Pages 93 through 133 redacted for the following reasons:

N.J.S.A. 47:1A-1.1 Information regarding computer hardware/software/networks