



Federally-Based Contracts Request for Quotation

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

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

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

Request For Quote Issued By:

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

Date: April 12, 2021

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Attachment 1: Integrity Oversight Monitor Guidelines

Attachment 2: Report Template

1.0 INFORMATION FOR BIDDERS

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

The Contract will be awarded in the State of New Jersey's eProcurement system, [NJSTART \(www.njstart.gov\)](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:

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**

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

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

INTRODUCTION

On July 17, 2020, Governor Murphy signed Executive Order 166 (“EO 166”), which, among other things, established the COVID-19 Compliance and Oversight Taskforce (the “Taskforce”). The purpose of the Taskforce is to advise State departments, agencies, and independent authorities that receive or administer COVID-19 recovery funds (“Recovery Program Participants”) regarding compliance with federal and State law and how to mitigate the risks of waste, fraud, and abuse. As defined in EO 166, “COVID-19 Recovery Funds” are funds provided through the CARES Act, to state and local governments, and non-government sources to support New Jersey’s residents, businesses, non-profit organizations, government agencies, and other entities responding to or recovering from the COVID-19 pandemic.

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

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

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

Recovery Program Participants, Accountability Officers and Integrity Monitors should work together to fulfill the goals of EO 166 and these guidelines. The retention of Integrity Monitors will support monitoring and oversight that will ensure that Recovery Program Participants administer COVID-19 recovery funds in compliance with program, financial, and administrative requirements set forth in the federal-state grant agreement, the state-Recovery

Program Participant sub-grant agreement, and applicable federal and state laws, regulations, and guidelines. Additionally, these guidelines will assist the State in fulfilling its monitoring responsibilities as set forth in 2 CFR 200 Subpart D. This may involve routine desk reviews and, when appropriate, on-site reviews by an Integrity Monitor. Recovery Program Participants that do not retain an Integrity Monitor will comply with these requirements, in coordination with the GDRO, as addressed in the Compliance Plan adopted by the Taskforce.

CONDITIONS FOR OVERSIGHT MONITORS

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

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

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

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

RISK ASSESSMENT

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

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

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

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

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

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

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

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

ESTABLISHING THE POOL OF INTEGRITY MONITORS

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

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

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

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

PROCEDURES FOR REQUESTING AND PROCURING AN INTEGRITY MONITOR

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

- A Recovery Program Participant shall designate an agency employee to act as the contract manager for an Integrity Monitor engagement (Agency Contract Manager), which may be the Accountability Officer. The Agency Contract Manager should notify the State Contract Manager, on a form prescribed by Treasury, along with any required supporting documentation, of its request for an Integrity Monitor. The Agency Contract Manager should indicate which Integrity Monitoring services are required.
- The Agency Contract Manager will develop an Engagement Query on an individual basis.
- The Engagement Query will include a detailed scope of work; specific performance milestones, timelines, and standards and deliverables.
- The Agency Contract Manager, in consultation with the Office of the Attorney General, Division of Law, will structure a liquidated damages provision for the failure to meet any required milestones, timelines, or standards or deliverables, as appropriate.
- The Agency Contract Manager will submit its Engagement Query to the State Contract Manager. Upon approval by the State Contract Manager, but prior to the solicitation of any services, the Engagement Query shall be sent to OSC for approval pursuant to EO 166. After receiving approval from OSC, the State Contract Manager will send the Engagement Query to all eligible Integrity Monitors within the pool in order to provide a level playing field.
- Interested, eligible Integrity Monitors will respond to the Engagement Query within the timeframe designated by the State Contract Manager, with a detailed proposal that includes a detailed budget, timelines, and plan to perform the scope of work and other requirements of the Engagement Query. Integrity Monitors shall also identify any potential conflicts of interest.
- The State Contract Manager will forward to the Agency Contract Manager all proposals received in response to the Engagement Query. The Agency Contract Manager will review the proposals and select the Integrity Monitor whose proposal represents the best value, price and other factors considered. The Agency Contract Manager will memorialize in writing the justification for selecting an Integrity Monitor(s).
- Prior to finalizing any engagement under this contract, the Agency Contract Manager, in consultation with the Accountability Officer, will independently determine whether the intended Integrity Monitor has any potential conflicts with the engagement.
- The State Contract Manager, on behalf of the Recovery Program Participant, will then issue a Letter of Engagement with a “Not to Exceed” clause to the engaged Integrity Monitor and work with the Agency Contract Manager to begin the issuance of Task Orders.

INTEGRITY MONITOR REQUIREMENTS

A. Independence

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

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

B. Communication

Integrity Monitors should maintain open and frequent communication with the Recovery Program Participant that has retained its services. The purpose of communicating in this manner is to make the Recovery Program Participant aware of issues that can be addressed during

the administration of a program and prior to future disbursement of funds by the Participant. Therefore, Integrity Monitors should not wait until reports are issued to notify a Participant's Accountability Officer of deficiencies. This will enable the Recovery Program Participant to take action to correct any deficiencies before additional funds are expended. Substantial deficiencies should also be reported in real time to the GDRO, the State Comptroller, and the State Treasurer.

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

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

C. General Tasks of Integrity Monitors

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

COVID-19 Recovery Funds through the following tasks:

- Perform initial and ongoing risk assessments;
- Evaluate project performance;
- Evaluate internal controls associated with the Recovery Program Participant's financial management, cash management, acquisition management, property management, and records management capabilities;
- Validate compliance with sub-grant award and general term and special conditions;
- Review written documents, such as quarterly financial and performance reports, recent audit results, documented communications with the State, prior monitoring reports, pertinent performance data, and other documents or reports, as appropriate;
- Conduct interviews of Recovery Program Participant staff, as well as the constituents they serve, to determine whether program objectives are being met in an efficient, effective, and economical manner;
- Sample eligibility determinations and denials of applications for funding;
- Review specific files to become familiar with the progression of the disbursement of funds in a particular program, i.e., are actual expenditures consistent with planned expenditure and is the full scope of services listed in the project work plan being accomplished at the same rate of actual and planned expenditures;
- Ensure that the agency is retaining appropriate documentation, based on federal and state regulations and guidance, to support fund disbursement;
- Follow up with questions regarding specific funding decisions, and review decisions related to emergency situations;
- Facilitate the exchange of ideas and promote operational efficiency;
- Identify present and future needs; and
- Promote cooperation and communication among Integrity Monitors engaged by other Recovery Program Participants (e.g., to guard against duplication of benefits).

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

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

financial reports;

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

D. Reporting Requirements

1. Reports

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

Fifteen business days after quarter-end, Integrity Monitors will deliver their final quarterly

reports, inclusive of any comments from the Recovery Program Participant, to the State Treasurer, who shall share the reports with the GDRO, the Senate President, the Speaker of the General Assembly, the Attorney General, and the State Comptroller. The Integrity Monitor quarterly reports will be posted on the GDRO transparency website pursuant to the Executive Order.

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

2. Additional Reports

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

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

GDRO and the State Treasurer may also

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

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

Issues of waste, fraud, abuse, and misuse of COVID-19 Recovery Funds are to be immediately reported simultaneously to the GDRO, OSC, State Treasurer, and the Agency Contract Manager and Accountability Officer of a Recovery Program Participant.

Potential criminal conduct is to be reported immediately to the Office of the Attorney General.

INTEGRITY MONITOR MANAGEMENT AND OVERSIGHT

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

- Developing a budget and a plan to manage the contract. In developing a budget, the Agency Contract Manager should consider any caps on the amount of federal funding that can be used for oversight and administrative expenses and ensure that the total costs for Integrity Monitoring services are reasonable in relation to the total amount of program funds being administered by the Recovery Program Participant;
- Daily management of the contract, including monitoring and administering the contract for the Recovery Program Participant;
- Communicating with the Integrity Monitor and responding to requests for meetings, information or documents on a timely basis;
- Resolving issues with the Integrity Monitor in accordance with contract terms;
- Ensuring that all tasks, services, products,

quality of deliverables and timeliness of services and deliverables are satisfied within contract requirements;

- Reviewing Integrity Monitor billing and ensuring that Integrity Monitors are paid only for services rendered;
- Attempting to recover any and all over-billings from the Integrity Monitor; and
- Coordinating with the State Contract Manager regarding any scope changes, compensation changes, the imposition of liquidated damages, or use of formal dispute processes.

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

INTEGRITY MONITOR REPORT TEMPLATE

Name:

Engagement:

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

14	Quarterly Activities/Project Description (include with 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

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

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

Name of Integrity Monitor: Signature: Date:	Name of Repor
---	---------------

Integrity Monitor Firm Name:_____

Engagement: _____

Quarter Ending: _____

[illegible]

Response

ort Preparer:

Comments

REVISED PRICE SCHEDULE

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

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

Bidder's Name: _____

CATEGORY 1: PROGRAM AND PROCESS MANAGEMENT AUDITING

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

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

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

Bidder's Name: _____

CATEGORY 2: FINANCIAL AUDITING AND GRANT MANAGEMENT

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

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

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

Bidder's Name: _____

CATEGORY 3: INTEGRITY MONITORING/ANTI-FRAUD

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

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

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

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



State of New Jersey

PHILIP D. MURPHY
Governor

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

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

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

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 (Bolted) and Answer
		Contractor shall, ~~without additional compensation pursuant to the procedures set forth in the Letter of Engagement~~, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services ~~that, at the time of delivery and as notified by the State during the applicable acceptance review period, which shall not, in any event, exceed 30 days following delivery, do not materially conform to the specifications and acceptance criteria set forth in the Letter of Engagement.~~ The approval of deliverables furnished under this Contract shall not in any way relieve the Contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the Contractor's performance of this Contract." The State does not accept this proposed modification. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders.
52	Section 5.7 Ownership of Material Page 29	The proposed edits incorporate Bidder's standard "Ownership" clause. Bidder proposes the following deletions and additions [in red] to Section 5.7, Ownership of Material: "All ~~tangible~~ data, technical information, materials gathered, originated, developed, prepared, used or obtained ~~and specifically identified as deliverables or work product to be provided by Contractor under a Letter of Engagement~~ in the performance of this Contract ("~~Deliverables~~"), including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, ~~software computer programs~~ and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, ~~regardless of the state of completion,~~ which are ~~specifically~~ prepared for ~~or are~~ and delivered to the State as a result of the services required under this Contract shall, ~~except for the portion thereof that constitutes or incorporates any Contractor Property or Background IP,~~ be and remain the property of the State of New Jersey upon full and final payment hereunder and shall be delivered to the State of New Jersey upon 30 days' notice by the State. ~~Notwithstanding the foregoing, Contractor shall not have any liability to the State as a result of the State's use of any unfinished, incomplete, or draft Deliverables furnished to the State hereunder, provided that Contractor has notified the State of the incomplete status of such Deliverables. For clarity, if and to the extent the Contractor's property is contained in any of the Deliverables ("Contractor Property"), then, in addition to the license to any Background IP, which shall remain subject to the license below, Contractor hereby grants the State, under the Contractor's intellectual property rights in such Contractor Property, a royalty-free, non-exclusive, non-transferable, perpetual license to use such Contractor Property solely in connection with the State's use of the Deliverables. With respect to software computer programs and/or source codes Deliverables developed for the State, except those modifications or adaptations made to Bidder's/Contractor's Background IP as defined below or the portion thereof that constitutes or incorporates any Contractor Property, the work Deliverables shall, upon full and final payment, be considered "work for hire", i.e., the State, not the Contractor or Subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed~~

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

#	Bid Solicitation Section Reference	Question (Bolded) and Answer
		applicable professional standards. Information stored on routine back-up media for the purpose of disaster recovery will be subject to destruction in due course. Latent data such as deleted files and other non-logical data types, such as memory dumps, swap files, temporary files, printer spool files and metadata than can customarily only be retrieved by computer forensics experts and are generally considered inaccessible without the use of specialized tools and techniques will not be within any return or destruction requirements in this Contract or any Letter of Engagement. The State does not accept this proposed modification. However, please see Section 3.4 of the revised RFQ entitled "G4018 IM Revised RFQ 12/07/2020."
54	Page 32, Section 5.13 and 5.13.1, Indemnification, supplement to Section 4.1, Section 4.1.1 Limitation of Liability	Can the limit of liability be applicable to the fees paid to the contractor rather than the total value of the Contract? The limit of liability would be applicable to the awarded value of the specific Engagement that a Contractor is awarded. Please see the Revised RFQ entitled "G4018 IM Revised RFQ 12/07/2020" for more information.
55	Page 32, Section 5.13 and 5.13.1 Indemnification, supplement to Section 4.1, Section 4.1.1 Limitation of Liability	Will the "contract value" be based at the RFQ awarded pool level or at the specific agency contract awarded to a contractor? The contract value will be determined at the time of Engagement by the Using Agency. Please see the Revised RFQ entitled "G4018 IM Revised RFQ 12/07/2020" for more information.
56	Page 32, Section 5.13 and 5.13.1 Indemnification, supplement to Section 4.1, Section 4.1.1 Limitation of Liability	The limit of liability applies to the total value of the contract. Can you please disclose the expected value of the contract, for which this provision will apply? The limit of liability will apply to the total value of the specific Engagement. The State cannot disclose the expected value at this time, as each Engagement will have different value depending upon the work to be done. Please see the Revised RFQ entitled "G4018 IM Revised RFQ 12/07/2020" for more information.
57	NJSSTC Section 1 Standard Terms and Conditions Applicable to the Contract, Page 40	The proposed change is requested to align with professional standards and/or [the Bidder's] internal policies. [The Bidder] believes the changes are commercially reasonable and do not impose significant burdens on the State. Bidder proposes the following additions [in red] to Section 1 of the NJSSTC, Standard Terms and Conditions Applicable to the Contract: Unless the bidder/offeror is specifically instructed otherwise in the Request for Proposals (RFP), the following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in the RFP and should be read in conjunction with same unless the RFP specifically indicates otherwise. In the event that the bidder/offeror would

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



OFFER AND ACCEPTANCE PAGE

Bid Solicitation Title Integrity Oversight Monitoring of COVID-19 Recovery Funds and Programs - NJ
Bid Solicitation No. RFQ1465257S G4018
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}	Rumph & Associates, P.C.	Authorized Signature	Thomas Rumph, Jr.
Address	2520 Northwinds Pkwy, Suite 150	Printed Name	Thomas Rumph, Jr.
City, State, Zip Code	Alpharetta, GA 30009	Title	Managing Partner
Phone Number	770-569-1239	Email Address	trumph@rumphandassociates.com
Fax Number		FEIN	N.J.S.A. 47:1A-1, N.J.S.A. 1A-1.1 Personal identifying information

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:

- 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);
- 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;
- 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
- By signing and submitting this Offer, the Vendor {Bidder} consents to receipt of any and all documents related to this Bid Solicitation and the resulting Blanket P.O. by electronic medium.

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

ADDITIONAL VENDOR {BIDDER} REQUIREMENTS

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

ACCEPTANCE OF OFFER (For State Use Only)

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

Blanket P.O. Number _____
Blanket P.O. Award Date _____ Blanket P.O. Effective Date _____

State of New Jersey Authorized Signature _____



SOURCE DISCLOSURE FORM

STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION # AND TITLE: RFQ1465257S G4018 Integrity Oversight Monitoring of COVID-19 Recovery Funds and Programs - NJ

VENDOR/BIDDER NAME: Rumph & Associates, P.C.

The Vendor/Bidder submits this Form in response to a Bid Solicitation issued by the State of New Jersey, Department of the Treasury, Division of Purchase and Property, in accordance with the requirements of N.J.S.A. 52:34-13.2.

PART 1

- ☒ All services will be performed by the Contractor and Subcontractors in the United States. Skip Part 2.
- ☐ Services will be performed by the Contractor and/or Subcontractors outside of the United States. **Complete Part 2.**

PART 2

Where services will be performed outside of the United States, please list every country where services will be performed by the Contractor and all Subcontractors. If any of the services cannot be performed within the United States, the Contractor shall state, with specificity, the reasons why the services cannot be performed in the United States. The Director of the Division of Purchase and Property will review this justification and if deemed sufficient, the Director may seek the Treasurer's approval.

Name of Contractor / Sub-contractor	Performance 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. *

**Attach additional sheets if necessary to describe which service(s), if any, will be performed outside of the U.S. and the reason(s) why the service(s) cannot be performed in the U.S.*

Any changes to the information set forth in this Form during the term of any Contract awarded under the referenced Bid Solicitation or extension thereof shall be immediately reported by the Contractor to the Director of the Division of Purchase and Property. If during the term of the Contract, the Contractor shifts the location of services outside the United States, without a prior written determination by the Director, the Contractor shall be deemed in breach of Contract, and the Contract will be subject to termination for cause pursuant to the State of New Jersey Standard Terms and Conditions.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any Contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of my agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Thomas Rumph, Jr.

Signature
Thomas Rumph, Jr. - Managing Partner
Print Name and Title

12/17/2020
Date



STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY

33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

SUBCONTRACTOR UTILIZATION FORM*

List All Businesses To Be Used As Subcontractors. Attach Additional Sheets If Necessary

BID SOLICITATION #:	Thomas Rumph, Jr.
BID SOLICITATION TITLE:	2520 Northwinds Pkwy

VENDOR'S NAME:	Suite 150
ADDRESS:	
PHONE NUMBER:	
EMAIL:	

SUBCONTRACTOR'S NAME:	
ADDRESS:	
PHONE NUMBER:	850-320-6108
EMAIL:	princess.ouslev@ebsleaders.com
ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED: Max. 10% of workshare	
DESCRIPTION OF WORK TO BE SUBCONTRACTED:	
IS THE SUBCONTRACTOR IS A SMALL BUSINESS?	
☒ YES ☐ NO	
IF YES, SMALL BUSINESS CATEGORY:	
☐ I ☒ II ☐ III ☐ IV ☐ V ☐ VI	
IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS?	
☐ YES ☒ NO	

SUBCONTRACTOR'S NAME:	
ADDRESS:	
PHONE NUMBER:	(770) 664-6636
EMAIL:	Jeff.Stevens@iparametrics.com
ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED: Max. 10% of workshare	
DESCRIPTION OF WORK TO BE SUBCONTRACTED:	
IS THE SUBCONTRACTOR IS A SMALL BUSINESS?	
☒ YES ☐ NO	
IF YES, SMALL BUSINESS CATEGORY:	
☐ I ☐ II ☒ III ☐ IV ☐ V ☐ VI	
IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS?	
☒ YES ☐ NO	

SUBCONTRACTOR'S NAME:	
ADDRESS:	
PHONE NUMBER:	FEIN:
EMAIL:	
ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED:	
DESCRIPTION OF WORK TO BE SUBCONTRACTED:	
IS THE SUBCONTRACTOR IS A SMALL BUSINESS?	
☐ YES ☒ NO	
IF YES, SMALL BUSINESS CATEGORY:	
☐ I ☐ II ☐ III ☐ IV ☐ V ☐ VI	
IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS?	
☐ YES ☐ NO	

* If the Bid Solicitation has subcontracting set-aside goals, and the Vendor has not achieved the goals, Vendor must attach information documenting its good faith effort to achieve the goals.

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1 SECTION 1 – FORMS (SECTIONS 4.1.1 AND 4.1.2)

The following completed forms are submitted with this Quote:

- Offer and Acceptance Page
- Ownership Disclosure Form
- Disclosure of Investment Activities in Iran form
- Subcontractor Utilization form
- Business Registration Certificate
- Disclosure of Investigations and Other Actions Involving Bidder Form
- Source Disclosure Form
- Certified Financial Statement (audited or reviewed)

2 SECTION 2 – TECHNICAL QUOTE (SECTION 4.2.1)

2.1 GENERAL TASKS:

Rumph and Associates, P.C. (Rumph) is a U.S. based CPA firm providing accounting services since 2007. We have built an outstanding reputation for planning, execution, and service delivery over that time. As an 8(a) certified, African American-owned Small Business, Rumph is committed to excellence and creating innovative and flexible solutions for our clients. We have the expertise, experience, skills, knowledge, and resources to handle the most challenging financial audits and conditions. Rumph is licensed to perform financial audits and has experience with GAAP, GAGAS, and government accounting principles and the audit function. Our organization has extensive experience serving the U.S. Government and private industry.

2.1.1 INITIAL AND ONGOING RISK ASSESSMENTS

We are currently supporting solutions to the current COVID-19 pandemic where we are assisting with just-in-time plan and procedure risk assessments and are providing advisory and mentoring services to governments and the private sector to ensure proper COVID risk management. In addition, we have the staff to help plan and develop a risk assessment tool designed to provide strategic insight into areas for senior decision-makers. Our role will include providing expertise on risk assessment methodologies and supporting the State of New Jersey in developing a modelling tool to be used by key critical COVID stakeholders in the field. We will also provide a Resource Assessment and Needs Analysis.

2.1.2 EVALUATION OF PROJECT PERFORMANCE

A great deal of effort is normally spent in traditional project performance evaluation on indices like cost and schedule whereas the evaluation of the overall project performance is carried out in a less structured or subjective manner. Rumph uses an integrated framework for project performance measurement to formalize the way entities will be seeking COVID reimbursement and we will provide a methodology that quantifies separately the reimbursements sought using Treasury's guidance. Our goal with our project performance evaluation will be based on the measurement of eight project objectives; namely, cost, schedule, cash flow constraints, compliance, safety of the entity's customers, quality of COVID service delivery, project team

satisfaction, and citizen and stakeholder satisfaction. Implementing this set of performance objectives throughout this project will provide consistent information that will enable project managers to measure all aspects of performance against a quantitative and explicit set of targets.

2.1.3 EVALUATION OF INTERNAL CONTROLS ASSOCIATED WITH THE USING AGENCY'S FINANCIAL MANAGEMENT, CASH MANAGEMENT, ACQUISITION MANAGEMENT, PROPERTY MANAGEMENT, AND RECORDS MANAGEMENT CAPABILITIES

The fundamentals of effective internal controls are as follows:

- The separation of duties
- Checks and balances
- Safeguarding of records
- The training level and competence of employees
- The effectiveness of the entity's internal audit function

The *control* environment is the foundation of internal control. It sets the tone and influences how employees behave. Rumph will ask management about the organization's values. If managers cannot clearly articulate a set of ethics and values with respect to COVID reimbursement compliance, we will report that and work with the organizations in performing controls, particularly financial reporting. If employees do not have adequate training and education, they might not be effective at maintaining the framework of the internal control system.

Rumph partners with some of the leading forensic and accountability organizations in the country. We understand that internal controls are only effective if they can be translated into easily implemented policies and procedures which we will develop in conjunction with stakeholders. Informational and financial processing controls, physical controls and segregation of duties are the key control activities to look for. Segregation of duties reduces the risk of mistakes and fraud. The biggest red flag in this area is an individual who has custody of assets and also has record-keeping abilities. For example, if the same clerk handles COVID reimbursement tracking but also handles inputting the reimbursement receipts, and posts information to the accounting system, accounts can more easily be manipulated. Keeping appropriate records ensures that documentation exists for each transaction. Credible records management involves storing, safeguarding, and eventually destroying tangible or electronic records. System redundancy is important; appropriate back-up deters an employee or managers from creating phantom transactions in the underlying accounting records. Rumph will deploy a robust records management program to reduce operating costs, improve efficiency and minimize the risk of de-obligation, a FEMA term that we are certain Treasury may “borrow” to seek return of reimbursements not properly accounted for.

A *system* of internal control activities is a vital component of an effective internal control in order to comply with Treasury's guidance. According to Treasury's Office of Financial Management, it appears they will want assurances of internal control activities that have

established policies, procedures, techniques and mechanisms that aid an agency's COVID response to reduce risk identified in their risk assessment process. However, when there is a gap in the effectiveness of the internal control activities, it leads to ineffective programs and financial losses and Rumph will lead evaluating the effectiveness of the internal controls with Treasury's compliance requirements.

2.1.4 VALIDATION OF COMPLIANCE WITH SUB-GRANT AWARD AND GENERAL TERMS AND SPECIAL CONDITIONS

All COVID transactions, but particularly those for discretionary funding, will be evaluated for compliance to programmatic and financial requirements and to determine which submissions are in compliance with the terms and special conditions of the award. Rumph will also evaluate which submissions offer the maximum potential for reimbursement upon evaluation and their soundness with financial requirements. We will review applications to verify that the costs are allowable, allocable, and reasonable based on the nature of the project. In addition, applicants are evaluated for the soundness of their business and grant management, and financial and managerial capabilities particularly when it comes to Federal programs and funds.

When needed to confirm compliance with grant terms, Rumph may request that grantees provide additional data or documentation. Grantees are required to provide data and information as requested, providing that it is accessible and reasonable and does not violate personal privacy requirements. For example, Rumph may request that the Grantee provide a spreadsheet that identifies all of the costs claimed on the past year's vouchers to provide supporting documentation for reconciliation purposes. All efforts will be made to limit any undue burden on agency personnel.

On-site monitoring may focus on performance, compliance, or both, and may be program, grant, or process-specific. On-site monitoring may be driven either by programmatic requirements or specific observations and could therefore include reviews of any or potentially all of the following operations and areas:

- Compliance with Grant Award and grant Terms and Conditions
- Quality of grant outcomes – program performance • Compliance with program requirements
- Enforcement of performance measures
- Compliance with information technology and data quality standards
- Sub-award system
- Financial Management system
- Property Management system

2.1.5 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

We will engage with the Using Agency and the State to do a deep dive into their documentation to determine ways it can be used to comply for Treasury funds reimbursement. We will document our findings such as areas out of regulatory/policy compliance, recommendations, and noteworthy practices and we will monitor all findings until brought into compliance for proper Treasury reimbursement.

2.1.6 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

Simply stated, the objective of compliance program interviews is to create a process for identifying and reducing risk and improving internal controls. Stated another way, interviews are an effective compliance program component that reduces the likelihood that an agency recklessly disregarded or deliberately violated the COVID requirements. The aim of interviews is to be a fluid guide to common indicators and recommended best practices for compliance programs. Interviews provide a particular action or practice as an essential component of an effective compliance program. In most instances' interviews help recognize and emphasize that "one size does NOT fit all." Compliance activities are best tailored to the unique needs and risks of an organization. The common indicators identified in Rumph's interview protocol are appropriate for every agency and even those common indicators that are relevant can be adjusted or modified by an organization to achieve the objective of compliance through the interview process.

Rumph will collect information using a variety of methods to increase the ability to identify improper procedures or activities. Methods of interviews include:

- Site visits
- Interviews of personnel in areas such as management, operations, coding, claim development and submission and other activities
- Questionnaires given to a cross-section of employees
- Reviews of records and source documents, such as medical and financial records that support claims for reimbursement and COVID cost reports
- Reviews of written materials and documentation prepared by departments not included in the current review or audit.

2.1.7 SAMPLE ELIGIBILITY DETERMINATIONS AND DENIALS OF APPLICATIONS FOR FUNDING

We do not have permission from our current clients to provide sample determinations and denials but are able to use them as a template for guidance for reviewing Using Agency's processes in seeking COVID reimbursement. We are currently awaiting Treasury's decision to provide a sample database of templates for organizations to use as guides for submission.

2.1.8 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

Rumph's budget to actual variance analysis refers to the process of comparing estimated results to actual results. We study budget to actual to evaluate performance, forecast future expenses and identify any operational tasks that are performing differently than expected. If a variance is significant, we will talk with the Using Agency and supervisors to uncover the reason for the budget variance. For example, if the PPE expense variance was significant, it is possible that there was a supply shortage, and the purchasing agent was forced to purchase a more expensive alternative. Alternatively, if the purchasing agent was able to negotiate a contract with a vendor, there may have been an opportunity to lock in a lower rate for materials. Whatever the cause, Rumph will evaluate the reason for the variance and update budget expectations.

2.1.9 ENSURING THAT THE USING AGENCY IS RETAINING APPROPRIATE DOCUMENTATION, BASED ON FEDERAL AND STATE REGULATIONS AND GUIDANCE, TO SUPPORT FUND DISBURSEMENT

The CARES Act requires that the payments from the Coronavirus Relief Fund only be used to cover expenses that:

1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
2. Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020

Treasury's Office of Inspector General has provided the following guidance on reporting and recordkeeping that would apply to the recipient: The prime recipient is responsible for determining the level and detail of documentation needed to satisfy reimbursement requirements and there would need to be some proof that the organization was impacted by the public health emergency and was thus eligible for the CRF funds. Sub-recipient refers to the beneficiary of the assistance, i.e., the small business. Rumph will work on a documentation framework that will satisfy Treasury requirements.

To assist expense eligibility determination, Rumph has developed an [eligibility cost test](#). This test gives each jurisdiction an outline to make the appropriate call for each circumstance.

Here is the Rumph TEST that is helpful. If all responses for the particular incurred cost are "true" for all five statements below, then the Using Agency can feel confident the cost is eligible:

1. The expense is connected to the COVID-19 emergency.

2. The expense is “necessary”.
3. The expense is not filling a short fall in government revenues.
4. The expense is not funded thru another budget line item, allotment or allocation, as of March 27, 2020.
5. The expense would not exist without COVID-19 OR would be for a “substantially different” purpose.

2.1.10 FOLLOWING UP WITH QUESTIONS REGARDING SPECIFIC FUNDING DECISIONS, AND REVIEW DECISIONS RELATED TO EMERGENCY SITUATIONS

Rumph’s checklist of questions are as follows and have served us well with those heavily involved in COVID reimbursement process transactions:

- Does the amount requested reasonably correlate to the effort expended and/or progress attained against the statement of work and expense?
- Is the request in compliance with the financial and program progress reporting requirements? (e.g., Have reports been submitted in a timely manner?)
- Are the Federal funds requested reasonable in relationship to the matching share requirements?
- Are there any costs that require further clarification or documentation to determine whether the costs are allowable?
- Are there sufficient funds remaining on a PO to pay the reimbursement?
- Does the invoice have the correct PO number, if any?
- Does the request for reimbursement include costs that were not approved/required Treasury Guidance?
- Does the request include adequate supporting documentation? Are there any duplicate items (i.e., has the item already been reimbursed previously)?

2.1.11 FACILITATING THE EXCHANGE OF IDEAS AND PROMOTE OPERATIONAL EFFICIENCY

Rumph uses the following benchmark outline to promote operational efficiency while assessing the costs using the following guidelines:

- Conformity with project description and budget
- Is the expense necessary for COVID response?
- Is the expense reasonable for goods and services purchased?
- Actual net costs to the Using Agency
- Incurred during the period allowed; and,
- Satisfactorily documented

These benchmarks are simple but will ensure complete transparency and compliance with Treasury guidance.

2.1.12 IDENTIFYING PRESENT AND FUTURE NEEDS

Using surveillance techniques and following the CDC in collaboration with state, local, and academic partners, Rumph monitors the progression and impact of COVID-19 spread in the United States. The combination of data from the different systems is used to generate an ongoing picture of virus spread and produces data to address the key questions for directing and refining a government's response for present and future needs. Surveillance data are used for:

- Situational awareness—Timely monitoring of the spread and intensity of COVID-19 disease in the United States. Surveillance systems allow for efficient targeting of public health measures, developing timely communications, and preparing health systems for increasing numbers of ill people. Data from these systems are updated daily or weekly to create an ongoing, accurate understanding of impacted regions, affected populations, trends over time, and viral characteristics.
- Understanding impact and forecasting disease spread—All surveillance systems are employed to produce data to understand overall impact and epidemic characteristics to inform future use of public health and medical resources.
- Characterizing COVID-19 infection across a spectrum of conditions include the following and maintaining current information will assist in planning for future response:
 - asymptomatic infections
 - symptomatic infection
 - medically attended outpatient and ambulatory visits
 - hospitalizations
 - deaths

Rapid identification and response are CDC priorities that can mitigate the immediate impact and provide critical insights needed to prevent future outbreaks in similar settings.

Promoting cooperation and communication among Integrity Monitors engaged by other Using Agencies (*e.g.*, to guard against duplication of benefits). Please see the Integrity Monitoring Section.

2.1.13 ON-SITE MONITORING VISITS

Rumph will conduct on-site monitoring visits based on the results of the risk assessment conducted. The procedures on-site will also be determined based on the findings and the assessed risk.

Rumph will apply sound judgment in determining what grant enforcement and compliance measures are appropriate for a particular situation (*e.g.*, a minor problem could be handled with a telephone call or email to the grantee). If reminders do not have the desired effect, or if there is a chronic pattern of late reports or lack of compliance with the quarterly reports or submissions, Rumph might recommend that it is appropriate to temporarily withhold grant payments until a report is received. But, if a grantee fails to materially comply with award terms and conditions, Rumph may recommend additional enforcement actions such as:

- Temporarily withholding cash payments pending correction of the deficiency;
- Disallowing all or part of the cost of the activity or action not in compliance;
- Withholding further awards;
- Imposing a high-risk designation or special award conditions;
- Suspension of the award, suspension of payment, or bot;
- Termination of the award

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”

Enforcement activities reference any actions on the part of the State of New Jersey to ensure compliance with the CRF Treasury Guidance and the basic requirements of the grant program. Enforcement actions, subject to approval of the State of New Jersey, for minor compliance issues may include phone conversations, informal emails, formal written notifications, and the establishment of a corrective action and timeline. More serious infractions may include formal written warnings, timelines, corrective action measures, and if problems continue, withholding of grant payments, subject to the direction of the State of New Jersey.

2.2 SPECIFIC TASKS BY CATEGORY:

2.2.1 CATEGORY 1 – PROGRAM AND PROCESS MANAGEMENT AUDITING

Rumph is experienced in 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. We will bring the flexibility and expertise to ensure that our technical approach will address current needs and priorities as well as the flexibility to adapt traditional recommendations for supplemental funding opportunities, reduce reconciliation backlog, risk management, quality assurance reviews and assessments and services to support account reconciliations. Intelligent expenditure of funding can prepare New Jersey with the necessary resources and processes. Ultimately, we will serve as a reference for User Agencies and other State-level executives tasked with decision-making to collectively advance preparedness and capabilities to secure COVID reimbursements properly with compliant

processes. Given the unique and dynamic response to COVID-19, successful recovery for the next wave depends on identifying and understanding the successful operational strategies and consistently working to improve processes and systems where needed.

The Rumph team will utilize its technical and operational knowledge, skills, abilities, and experience to complete the following tasks:

- Task 1 – Project Initiation
- Task 2 – Documentation Review
- Task 3 – Program and Process Management Audit Plan
- Task 4 – Reimbursement requests compilation

2.2.1.1 TASK 1 - PROJECT INITIATION.

Rumph will initiate the project by conducting a project planning call with the State project sponsor. During this call, Rumph and the project sponsor will discuss the scope and deliverables of the project. In addition, Rumph and the project sponsor will identify those State agencies and departments that have primary and support roles in response to COVID-19 and list them according to the emergency and/or recovery support function to which they most closely align for the following:

- Response
 - ESF #1– Transportation
 - ESF #3 – Public Works and Engineering
 - ESF #6 – Mass Care, Emergency Assistance, Housing, and Human Services
 - ESF #7 – Logistics Management and Resource Support
 - ESF #8 – Public Health and Medical Services
 - ESF #11 – Agriculture and Natural Resources
 - ESF #12 – Energy
 - ESF #13 – Public Safety and Security
 - ESF #15 – External Affairs
- Recovery
 - Community Planning and Capacity Building
 - Economic Recovery Support Function
 - Health and Social Services Recovery Support Function
 - Housing Recovery Support Function
 - Infrastructure Systems Recovery Support Function
 - Natural and Cultural Resources Recovery Support Function

Only support functions with significant COVID-19 activities will be examined. Rumph will also request that we receive electronic copies of all applicable plans and procedures that are in place or activated during the COVID-19 response and recovery operations, including any operational

materials utilized, incident action plans, logs, situation reports, status updates, and debriefing notes.

2.2.1.2 TASK 2 - DOCUMENTATION REVIEW

Rumph will develop an interview tool to aid in collecting information from State-level agencies, departments, and offices and other stakeholders with a primary response role to COVID-19.

Rumph will provide the draft interview tool for approval prior to conducting workgroup interviews. The topics for discussion during the interviews will include the following:

- Alternate Care Facility Operations and Transportation
- Alternate Housing Capability (state and local level)
- Call Center Operations
- Community Testing
- Corrections Operations
- Fatality Management
- Finance and Procurement
- GIS/Intelligence Gathering and Dissemination
- Hospital Triage and Liaising
- IDPH Lab Operations
- Joint Information Center
- Law Enforcement
- Legal Services
- Local Agency Distribution of Equipment and Supplies
- Logistics/Warehousing
- Mass Care/Wrap Around Services
- Public Health Emergency Operations Center Operations
- SEOC Operations

Each call will last approximately 1 hour. Interview calls will be conducted over a period of 3 weeks.

Rumph will also review and assess the relevant documents identified in Task 1 of the project. Relevant action plans and logs will be reviewed against established practices, plans, and standard operating guidelines.

Rumph's deliverables will be organized to include an executive summary, a description of the processes used, the findings (strengths and areas for improvement), references to applicable plans and procedures, analysis of the findings, recommendations for corrective actions, and a

conclusion. Our writers will coordinate with state staff throughout each stage to review data inputs, key findings, and proposed recommendations.

2.2.1.3 TASK 3 - PROGRAM AND PROCESS MANAGEMENT AUDIT PLAN

Rumph will focus on collecting information from State-level agencies, departments, and offices when engaged and will provide advisory services for the following for a comprehensive Program and Process Management Audit Plan for the following programs:

- Alternate Care Facility Operations and Transportation
- Alternate Housing Capability (state and local level)
- Call Center Operations
- Community Testing
- Corrections Operations
- Fatality Management
- Finance and Procurement
- GIS/Intelligence Gathering and Dissemination
- Hospital Triage and Liaising
- IDPH Lab Operations
- Joint Information Center
- Law Enforcement
- Legal Services
- Local Agency Distribution of Equipment and Supplies
- Logistics/Warehousing
- Mass Care/Wrap Around Services
- Public Health Emergency Operations Center Operations
- SEOC Operations

2.2.1.4 TASK 4 - REIMBURSEMENT REQUEST COMPILATION

Provided necessary information obtained and reviewed is in alignment with applicable regulatory requirements, Rumph will support reimbursement request compilation process to help reduce project backlog and delays. This will include development of procedures that support reconciliation process required to determine reimbursement eligibility.

2.2.2 CATEGORY 2 – FINANCIAL AUDITING AND GRANT MANAGEMENT

Rumph has significant experience performing financial audits and reviewing grant management both domestically and internationally for a multitude of federal programs. We detail five of them below:

Table 2.2.2-1: Rumph Relevant Contracts

#	Agency	Contract Number	Title	Status
1	CDC	200-2015-61862-0001	Kenya Medical Research Institute (KEMRI) Audit	Complete
2	CDC	200-2014-M-57759	Uganda National Medical Stores Audit	Complete
3	USAID	72066919P00005	USAID/Liberia IFES Audit	Complete
4	USAID	72066918P00004	USAID/Liberia FARA Review	Complete
5	CDC	200-2012-M-52149	Nigeria Audit Review	Complete

We have several integrated tools that we use to perform this work including the Thomson Reuters audit cloud suite that supports Rumph in providing high quality services and ensuring success with the oversight of these funds. We have a comprehensive web-based tools that ensure that all staff has the tools and data needed to ensure that these engagements are easier to manage and the required deliverables are provided to the State of New Jersey in a timely manner.

In general, financial audits seek to ensure that the funds that flow within grant programs are being utilized in accordance with the law and the intent of the grant. Rumph ensures the following objectives of a successful grant program and we work to assess compliance with these objectives:

- Accounting system is integrated with adequate internal fiscal and management controls to provide full accountability for revenues, expenditures, assets, and liabilities
- Grant funds are being managed in compliance with applicable laws and regulations
- Financial statements are presented accurately, in accordance with generally accepted accounting principles
- Financial reports contain accurate and reliable financial data and are presented in accordance with the terms of applicable agreements
- Funds are expended in accordance with the terms of applicable agreements and relevant federal or state laws or regulations

Internal audits examine the programs or operations of federal or state agencies. Internal audits are used to test the adequacy of an organization's regulatory compliance and financial reporting. Additionally, they are used to test the effectiveness of an agency's resource management, operating procedures, program results, and financial operations. Internal audits may evaluate the entire organization or a single program or operation within an organization. Grantees should be aware that assistance recipients may be evaluated as part of an internal audit in order to provide further information about the performance of a specific agency.

External audits examine grant recipients and may be performed before, during, or after the completion of a project. Examples of external audits include:

- Pre-award audits
- Risk audits
- Single audits
- Programmatic audits
- Interim and final cost audits
- Indirect costs audit

Award recipients need to be aware of the potential for an audit and take the necessary steps to ensure that their programs and projects will hold up to the scrutiny

2.2.3 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.

2.2.3.1 RUMPH INTEGRITY MONITORING/ANTI-FRAUD PROGRAM

Integrity monitors are an additional safeguard—separate and apart from project management—to promote compliance with federal requirements and protect against fraud, corruption, and cost abuse. Aside from the grantee requirement, Rumph believes the use of independent private-integrity monitors is a best practice to provide outside expertise.

Rumph views integrity monitors as an important internal control requirement for those agencies that receive COVID funds, and we encourage grantees to include the function separate and apart from their usual project management oversight. Rumph uses both external firms and staff from internal audit teaming partners to implement required integrity monitor program. There are established expectations for integrity monitors; they include performance related activities, such as reviewing Treasury grantee procedures and processes to identify susceptibility to fraud, corruption, and cost abuse, and recommending and helping to implement procedures to mitigate

identified risks. Our integrity monitor function conducts best practice monitoring activities such as unannounced spot audits of files to discourage the practice of “impulse” COVID expenses without meeting the required documentation protocol or inappropriate bid releases for procurements are conducted outside of rules and regulations. Rumph relies on the five guiding principles to oversee COVID relief funds. Those principles include ensuring that (1) grantees comply with applicable federal regulations and (2) every effort is made to deter, detect, and report waste, fraud, and abuse. As part of Rumph’s oversight role, we compare the grantees’ plans for integrity monitors to its own established criteria. We will also review the agencies’ quarterly status reports and can evaluate how integrity monitor programs are functioning during special reviews, such as financial and procurement assessments. When developing its oversight plan, Rumph recognizes a need to be especially diligent with COVID funds, including an awareness of potential instances of fraud in the Disadvantaged Business Enterprise (DBE) Program, among other areas. Rumph’s oversight plan includes monitoring compliance with the State’s COVID program plan and will make recommendations related to opportunities for improvement New Jersey’s integrity monitor program. We will provide examples in this report of the positive impact integrity monitors have had on COVID relief fund programs.

Program integrity is a foundational concept that seeks to ensure that agencies develop and maintain governance structures, controls, and processes to safeguard taxpayer resources. Program integrity is a broad concept with numerous components, including fraud risk management. Rumph focuses on fraud risk management, but it is important to consider how a fraud risk management program connects with other components of a program integrity effort, including internal controls, improper payments prevention, and ERM. For the purposes of fraud risk management, the important thing to consider is whether agencies have vulnerabilities within their processes and controls that could be exploited to obtain something of value through willful misrepresentation. Rumph has compiled information related to best practices and lessons learned surrounding the development and advancement of antifraud efforts within various agencies throughout the US. We draw on the insights of a wide range of agency officials responsible for designing or managing antifraud and integrity-focused programs. We have compiled this information and combined it with private sector and industry best practices to build out an anti-fraud platform.

Rumph organizes its anti-fraud plan into the following four phases:

1. Create a Culture—Build a culture that is conducive to both integrity efforts and furthering antifraud measures at your agency.
2. Identify and Assess—Identify fraud risks and develop a path forward for executing, repeating, and expanding a fraud risk assessment that is unique and customizable.
3. Prevent and Detect—Develop or strengthen antifraud controls that mitigate the highest risk areas and start or advance fraud analytics program.

4. Insight into Actions—Use available information, either within an agency, or from external sources, and turn that insight into actionable tasks.

In order to help you build an own table to determine fraud exposure, below are some examples of program types and relevant risk factors. This is not an exhaustive or comprehensive list but a few examples to help get a program started and brainstorm other risk factors relevant to an agency or program. Additionally, factors for one type of program can apply to multiple program types even if they are not listed here.

2.2.3.2 RUMPH’S CHECKLIST FOR ANTIFRAUD PROGRAM MATURITY MODEL.

- Tailor the program to fit the unique circumstances and strategic goals of an agency.
- Evaluate an agency’s current antifraud efforts.
- Identify an agency’s ‘goal state’ based on its current level of maturity, fraud exposure, and other key factors such as agency size.
- Pinpoint the gaps between an agency’s current level of maturity and its goal state.
- Recognize and consider the environmental factors that could impact the achievement of its goal state, such as resources, political or legislative policies.
- Develop a “road map” on how an agency will reach its goal state, considering the environmental factors identified in the previous step

In this climate of crisis, New Jersey’s responses and actions determine both how the state leads in the near-term and how it can pave the way for future progress. Rumph will seize this time to take swift action and proactively prepare agencies to continue to manage its core business while ensuring a continued focus on patient health and treating COVID-19, tracking COVID expense reimbursements in strict compliance with Treasury guidance.

Fraud risk factors increase at a time of crisis because agencies face more financial pressures, the opportunity for fraud increases if key internal controls weaken, and people find it easier to rationalize their actions. All fraud requires these three elements – opportunity, pressure, and rationalization – to be present (known as the Fraud Triangle). COVID-19 offers all three and more.

The pandemic has potentially compromised the ability to undertake effective compliance monitoring, supervision, and oversight, creating an opening for criminal and unethical behavior. The danger is that multiple layers of governance processes, previously effective controls and oversight of employee and management conduct are all relaxed – possibly in the name of business continuity. At the same time, the organization’s wider integrity culture comes under threat – the end is used to justify the means. Rumph’s integrity monitoring teaming partners have the credentials and instincts for superior fraud risk management.

3 SECTION 3 – ORGANIZATIONAL SUPPORT AND EXPERIENCE (SECTIONS 4.2.2 – 4.2.7)

3.1 MANAGEMENT OVERVIEW

We understand that each engagement will consist of an initial set of standardized tasks and based on the engagement, the specific tasks will be then be applied based on one of three categories. For each engagement, we shall provide to the Using Agency quarterly reports utilizing the Integrity Monitoring Report Template. These quarterly reports shall include draft and final reports based on the status of the engagement. Additional reporting requirements and other due dates may be included in the individual Letter of Engagement. Our technical approach has been customized to accomplish the work related to these engagements and deliverables schedule. In addition, during our planning process we will adjust to the additional reporting requirements and due dates that may be required. We also understand that Category 1 bidders are not required to be CPAs, however, we will bring our required processes as CPAs to the work in all categories and the process detailed below applies to all three categories of work.

Our engagements are conducted in four main phases: (1) the planning and preparation (2) field work (3) analytical procedures and (4) report issuance.

1. Planning and Preparation Phase

- Post Award Conference (PAC) is when introductions and initial data requests are made.
- Data gathering includes documents related to grantee awards and their accounting policies and procedures. The more information provided during this process makes the risk assessment more precise and pave the way for a more efficient and productive audit.
- Risk assessments are performed from the data that is gathered. The risk assessment process includes the evaluation of compliance risk, control risk, detection risk, and infrastructure risk. The outcomes of this risk evaluation are used to prioritize the allocation of audit resources.
- Other planning considerations include establishing fieldwork start dates, communication protocols, escalation, and report issuance date.

2. Fieldwork

- Key processes and controls are documented if they are not received during the planning and preparation phase.

- Controls are tested to ensure that grantee is following their policies and procedures.
- Substantive testing of detailed transactions that all award expenditures are allowable in accordance with the Cooperative Agreement.

3. Analytical Procedures

- Field work results are reviewed.
- Preliminary audit findings are evaluated that result from the review and fieldwork.
- Findings are processed and reported according to the agreed protocols established in the planning and preparation phase.

4. Issuance of Report

- Extensive discussions with the Recipient and the Using Agency.
- Proposed findings and recommendations to mitigate the proposed findings are thoroughly addressed.
- The final step in this phase is the issuance of the Integrity Monitoring Report.

R&A applies the guidance from the American Institute of Certified Public Accountants (AICPA) for Generally Accepted Government Auditing Standards (GAGAS) to execute these engagements. The details of our audit approach were covered in Section 2.

3.2 **CONTRACT MANAGEMENT**

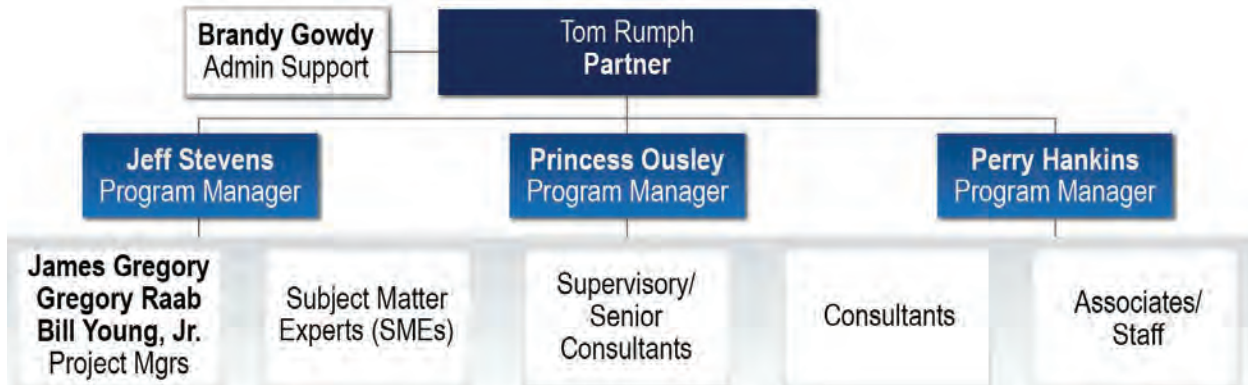
The Rumph team will also support general project management activities and will be responsible for project administration, including contract and performance management tracking. We recognize and respects our obligation to provide full and uninterrupted contract services through the last day of a contract period. As tasked, we will develop a plan of service as an incoming contractor during the specified period of the contract. The detailed plan will describe tasks, activities, schedule, roles, and responsibilities of all contract management stakeholders. The plan will include a current inventory of all government-owned assets, government-furnished information, and a process for our team to support the project. We will also provide current versions of all documentation, processes, Concept of Operations, operational procedures, SOPs, guidelines, status reports, schedules, status of identified risks and mitigations, and all other applicable documentation. Our Contract Management focus is on the schedule, level of effort, and resulting costs at both the Task Order (TO) as well as Total Contract level. At the TO level, elements of on-time delivery of services, successful completion of work effort, cost containment, assuring requirements are met and or exceeded, high customer satisfaction and documenting lessons learned are in the forefront. Our management processes, team structure, and

communication/engagement protocol ensured the proper flow of change requests and implementation of changes within the team and to other relevant stakeholders. The PM coordinates with the Team Rumph Director of Contracts on all formal contract changes such as modifications and contract option execution to ensure all actions are properly executed and documented. The PM ensures all scope, schedule, and budget changes are properly communicated to the internal team and update technical requirements and documentation regarding project and task assignments and deliverables.

3.3 ORGANIZATIONAL SUPPORT AND EXPERIENCE

The Rumph Team proposes a tightly controlled, overarching multi-phased approach with an active feedback loop for the overall management of the business flow from requirement definition and response through contract control and reporting. We have developed and refined just such an approach on our previous and current efforts. The results have proved beneficial in realizing efficiencies for the USG with resulting lead-time reductions and cost controls

Team Rumph Organization Chart for this effort:



Categories of expertise:

	Category 1	Category 2	Category 3
Mark	x	x	x
Jeff	x	x	X
April		X	x
Brenda		x	x
Daniel B.	x	x	X
Daniel J.	x	x	x
Steve S	x	x	x
Princess	x	x	x
James	x	x	x
Gregory	x	x	x
Bill	x	x	

Team Rumph resumes follow:

3.4 RESUMES

Thomas Rumph, Jr., CPA

A demonstrated track record of leading the preparation and analysis of financial reports to summarize and forecast financial position. Proven success in driving through an efficient and productive evaluation and implementation of financial management system improvements. An effective leader in directing financial management teams to support achievement of overall corporate goals and objectives both internationally and domestically. Core competencies include: accounting management, financial analysis, forecasting, cash management, budgeting, cost reductions, technology integration, regulatory compliance, and efficiency improvements.

CAREER EXPERIENCE

RUMPH AND ASSOCIATES, P.C., Managing Partner, Atlanta, GA (Apr 2007 – Present)

Responsibilities:

- Manage the operations of Rumph & Associates, P.C.
- Provide client service for Rumph & Associates, P.C. customer base
- Generate revenue by developing winning Business Plans
- Perform accounting and finance functions via performance tracking, business valuation, tax planning and payroll management
- Secure financing by developing a business plan, managing debt, and securing investors
- Understand and keep clients abreast on new federal regulations that impact your line of business, so you remain competitive and compliant
- Use technology to meet regulatory requirements, establish internal controls and obtain important information to make critical business decisions

Key Accomplishments

- Successfully led three CDC grant (cooperative agreement) audits: KEMRI, Uganda NMS, and Rwanda
- Assisted university with maintaining value on Balance Sheet and implementation of major new ERP system
- Assisted major foodservice manufacturer with implementation of new customer metrics and tracking system

EDUCATION/QUALIFICATIONS

- MBA, Finance, University of Houston (1987)
- BBA, MIS and Operations Management, University of Georgia (1983)
- Certified QuickBooks Pro Advisor (2008 and 2009)
- CPA – State of Georgia (1993), State of Alabama (2011), State of Florida (2020)
- Certified Information Systems Auditor (CISA) (1989)

Perry Hawkins, CPA

Effective business manager with extensive experience in finance, auditing, accounting, budgeting, analysis, reporting and controls evaluation. Demonstrated good business acumen and proven competencies in strategy, negotiation, collaboration, communication, process improvement and project management.

EXPERIENCE**RUMPH and ASSOCIATES, P.C.**

Mar 2011 to Present

Business Consultant & Audit Manager

Assigned to CFO Leasing team, providing accounting, finance, analysis, business & tax strategy, and internal controls support to businesses contracting with the US Government; working specifically in the following areas:

- Manage special audits of cooperative agreements; recently completed an in-country audit at Rwanda Ministry of Health for CDC.
- Prepare and submit rate proposals to the National Institute of Health.
- Install DCA compliant accounting systems and provide appropriate advice ensuring compliance with GAAP.
- Provide financial support in proposal development, including preparation of all aspects of Technical Proposals.
- Assist clients in resolving invoice queries from FMO and interpreting FAR.
- Developed process to assist clients in analyzing project profitability against original award, incorporating results into full year P&L forecast.

THE COCA-COLA COMPANY, Atlanta Georgia

Jan 1989 to Feb 2011

Finance Director, Global Human Resources

Member of Global Functional Leadership Team (GFLT), responsible for accounting, budgeting and reporting to the Corporate Controller and advising the GFLT on destination strategies; specifically including preparation and presentation of the annual business plan, analysis of global operating expenses, governance over vendor contract administration and payment controls, development and updating SOX narratives, review of capital project proposals, and administration of project management process (annual operating budget approximately \$150M).

- Successfully controlled annual operating expense yearly by corroborating with GFLT department heads to identify cost savings and developing effective analysis/reporting tools.
- Designed and developed monthly internal management reports presenting financial results, special projects, and headcount supported by a communication routine that kept GFLT informed of spending against budget and forecasted targets.
- Developed and installed a Chart of Approval Authority that provided GFLT with guidance around approvals and process clarity for contracts, payments and hiring.
- Streamlined expense analysis by standardizing budget planning, decentralizing input, educating budget administrators, developing spreadsheet tools, and creating monthly reports.
- Lead finance work of project to globalize employee HR services (back-office), resulting in \$35M expense savings.
- Lead project team in developing 1099 reporting standards and internal tracking system.

Manager, General Accounting

Responsible for monthly accounting processes and ledger analysis of 35 corporate companies that included account groupings of; Cash, Foreign Exchange, Property, and Inter-Company (over \$1 billion in assets).

- Consolidated and analyzed corporate overhead expense of \$300 million and charged expense to global concentrate locations.
- Coordinated yearend and monthly close for all companies on the corporate general ledger system.
- Analyzed annual budget of \$175 million representing global fees, commissions, royalties, and dividends billed and collected.
- Analyzed and approved cash flow statements of headquarters companies and concentrate affiliates.
- Provided technical support to external auditors and Tax Department during quarter and yearend close.

Audit Supervisor, North American Operations (6 to 9 Auditors)

Developed and coordinated the Division audit strategy and managed audits of CCUSA Fountain, N.A. Operations and Corporate. Managed and reported all Code of Conduct investigations and provided audit support to Division Controller(s), management team and external auditors.

- Managed audits of advertising agencies, marketing processes, trade spending, manufacturing, treasury operations and company disbursement and receivables processes.
- Managed all fraud investigations within the NA Division; the largest investigation led to a recovery of \$2 million in juice inventory for the Company.
- Provided coaching, developmental feedback and daily management to audit staff.

ARABIAN AMERICAN OIL COMPANY, Houston Texas

Audit Manager – Developed annual audit plan, coached, and developed audit staff, approved audit programs, working papers and reports. Audits consisted primarily of treasury operations, purchasing functions and construction projects. Completed a six-month audit assignment in Saudi Arabia managing team of new Saudi auditors.

COOPERS & LYBRAND, Certified Public Accountants, Detroit Michigan

Senior Auditor - Managed audit engagements for small to medium sized clients including retail drugs stores, manufacturing, city governments and real estate partnerships; prepared income tax and payroll tax returns for corporations (1120), partnerships (1065) and individuals (1040).

EDUCATION, MEMBERSHIPS, AND TRAINING

- B.A & M.B.A. Finance and Accounting – Western Michigan University
- Member, Georgia Society of Certified Public Accountants
- Member, Texas Society of Certified Public Accountants
- Member, Institute of Internal Auditors
- Training – SAP, EXCEL, WORD, Power Point, Microsoft Project, QuickBooks, Sage Accounting, Pro-Series Tax

April Gloston

An emergency management professional with experience in environmental appraisals, right of way, and government program administrative services. Serving as a Subject Matter Expert (SME) for writing system specifications for information systems, understanding operational systems and translating requirements into technical specifications, and designing and implementing system modifications. Extensive experience in leading CDB-G DR projects, monitoring production rates and identifying roadblocks. Proficiently works side-by-side with clients to ensure compliance, deliverables, invoicing, finances, administration, and documentation are in check.

Career Experience

Florida Department of Economic Opportunity, Government Consultant (2018-Present)

- Plan, facilitate, and assist in the negotiation of agreement changes and amendments.
- Coordinate the development of cost and price analysis, conduct agreement and file post-audits and closeout, complete the agreement checklists, facilitate findings of fact and resolve agreement disputes.
- Develop contract and grant administration goals and objectives, identifying resources, interpreting statutes and rules, and providing technical and administrative assistance.
- Facilitate the administration of division agreements.

Vinformatix LLC, Project Manager
(2017-2018)

- Subject Matter Expert responsible for providing expert support, analysis and research into exceptionally complex problems, and processes relating to the FEMA Public Assistance Program, audit disaster recovery policies, plans, and procedures' by performing a gap analysis of mission and business critical disaster recovery plans to identify improvements based upon industry best practices.

Horne LLP, Public Assistance, Flood Recovery Senior Associate- Grants Manager
(2017-2018)

- Submitted financial requests for reimbursements, detailed scope changes, quarterly reports, environmental and closeout paperwork.
- Worked closely with numerous government entities including FEMA, Texas Department of Emergency Management (TDEM), Texas General Land Office (GLO), Division of Homeland Security and Emergency Management (DHSEM), Department of Local Affairs (DOLA), US Department of Housing and Urban Development (HUD), etc.
- Worked with state and local officials to create The Local Government Guide to Recovery, a planning tool for communities trying to bolster an effective emergency management program.
- Managed millions in allocated Federal and State Disaster Recovery grants including the FEMA PA program and delivery model.

EDUCATION/QUALIFICATIONS

- BA, Sociology, Southern University A& M College

Bill Young, Jr.

Over 25 years of service and managerial Emergency Response & Recovery experience beginning in 1989. He is the past Director of Emergency Services and Government Liaison for American Red Cross Disaster Services with extensive experience in federal and state programs to include grant development, management, and implementation. Skilled in the utilization of software tools such as: GRANTS MANAGER, EMMIE, PA – MB3, CEF – Xactimate / RS-Means / Costworks, ARC GIS, Benefit-Cost-Analysis, and all Microsoft Office applications. Bill also, possess current FEMA Badge and TWIC (Transportation Worker Identification Credentials) allowing him to work assignments within Secure, Domestic and International Port and Off-shore locations.

Career Experience

Function and Specialization

- Specializations are as follows: HMGP Management 404 Hazard Mitigation 406 Hazard Mitigation Benefit-Cost-Analysis Project Management Staff Management FEMA Public Assistance PW Formulation PW Writing COOP/COG Planning Grant Writing & Management CDBG Management Disaster/Emergency Planning Business Continuity Customer Service Damage Assessment & Adjusting EOC Design & Liaison Private Non-Profits Public Sector Experience.

Professional and Industry Experience

- Has been a Public Assistance Project Specialist / Manager assisting the Federal Emergency Management Agency (FEMA) to coordinate with the Puerto Rico Electrical Power Authority (PREPA) to review, build and identify Project Worksheets for work completed and being completed for power restoration throughout the main island of Puerto Rico, Vieques and Culebra.

Disaster Recovery Specialist

- Has been a Public Assistance Project Specialist / Manager assisting the applicant “Puerto Rico Electrical Power Authority (PREPA)” to complete the Project Worksheets for power restoration throughout the main island of Puerto Rico, Vieques and Culebra. Personally, responsible for PW creation and review process for 17 PWs totaling over \$2.9 Billion dollars.

Business Continuity Planning

- Project Manager at Union County Business Continuity of Operations (COOP)/Continuity of Government (COG) planning project. His primary role was maintaining continuous quality information through direct contact with the client and support the project team. As Project Manager he managed frequent interactions with county and municipal Emergency Management personnel to interview and gather pertinent data for plan completion. This project was contracted by the county Office of Domestic Preparedness to develop federally mandated Continuity of Operations and Continuity of Government plans including participation by all municipal departments and jurisdictions. The work included detailed classifications of the primary and secondary functions required to continue county and individual municipal government activities during response to catastrophic events that disrupt normal governmental and societal functions

Financial Auditing and Grant Management

Puerto Rico: DR-4339 Hurricane Maria, Public Assistance Project Manager (2017-2020)

- Public Assistance Project Manager assisting the Federal Emergency Management Agency (FEMA) to coordinate with the Puerto Rico Electrical Power Authority (PREPA) to review, build and identify Project Worksheets for work completed and being completed for power restoration throughout the main island of Puerto Rico, Vieques and Culebra.

N. Y. State: 4085-DR-NY, Hurricane Sandy, Albany, NY, 406 & 404 Hazard Mitigation Grant Program, Project Manager
(2013 – 2014)

- Responsible for the verification of the Hazard Mitigation Grant Program (HMGP) opportunities within FEMA approved projects. He also offered applicant assistance in the development of stand-alone Mitigation projects. As the HMGP Project Manager working to identify and resolve project issues, he worked with applicants and assisted other factions within NY State and FEMA to appropriately address applicant(s) requests. Bill performed Benefit-Cost-Analysis on project elements. He conducted applicant briefings and site visits throughout the State to explain the program requirements to potential applicants and facilitate their ability to correctly submit their applications.

REPRESENTATIVE CLIENTS

- US Virgin Islands
- New York State
- Puerto Rico

EDUCATION/QUALIFICATIONS

- BA, Emergency Management
- Graphic Design, Philadelphia University of the Arts
- Electronics Engineering, Community College of the Air Force

REFERENCES

- [REDACTED]

Brenda Matthews

An emergency management professional with 15 years' experience in disaster recovery programs, grant management and grant's application processes. Served as a prime contractor for the State of Louisiana following Hurricane Katrina. Worked on FEMA Public Assistance grant programs, Community Development Block Grant Recovery projects, and Hazard Mitigation Grant Programs following Hurricane Rita and Hurricane Maria. Worked in Puerto Rico on Hurricane Maria recovery with the iParametrics / Fluor team under the FEMA PA contract to conduct site inspections, formulate DDDs and SOWs, formulate project descriptions using Grant Manager and manage applicants requesting funding.

Career Experience

FEMA Public Assistance Technical Assistance Contract, Hurricane Maria (2018-2019)

- Managed seven private, non-profit critical and non-critical applicants in the Health and Social Services sector.
- Analyzed eligibility of expenses based on applicant and facility usage.

FEMA Public Assistance Technical Assistance Contract, Hurricanes Katrina and Rita (2005-2015)

- Analyzed costs by developing spreadsheet reports and verification of information.
- Researched procurement issues to ensure FEMA requirements were satisfied.

Hunt, Guillot and Associates, Hazard Mitigation Grant Program, Grants Manager (2014-2018)

- Monitored all aspects of the program from application to closeout.
- Coordinated with homeowners, contractors, and local, state, and federal staff to effectively and efficiently secure and carryout individual mitigation projects.

Hunt, Guillot and Associates (2011-2014)

- Reviewed and prepared projects for state monitoring and state/federal audits under the Community Development Block Grants and Hazard Mitigation Grant Program. Maintained, audited, and ensured projects complied with current federal and state requirements.

Shaw Group, State of Louisiana, Hurricanes Katrina and Rita Emergency Response, Prime Contractor (2010-2011)

- Audited and ensured all contractor files were accurate and in accordance with federal regulations.
- Monitored purchasing and procurement records. Gathered, maintained, and reported small business statistics to various government agencies.

CERTIFICATIONS

- Certified Paralegal
- Project Specialist, FEMA Emergency Management Institute

EDUCATION/QUALIFICATIONS

- University of Louisiana-Lafayette

REFERENCES

- [REDACTED]

Daniel Benbow, CFE, CPA

An experienced CFE and CPA professional with extensive auditing, auditing management and forensic accounting experience. Conducted audits for the DHS/FEMA - Office of the Inspector General, USDA- OIG, DCAA, SBA and other government entities. Extensive knowledge in performing integrity monitoring of contracts and processes including reviews for fraud indicators. Proficient in developing auditing programs with risk assessment processes. Over 18 years' experience performing audits and managing auditing teams for disaster grant recipients. While with the DHS/FEMA, audited Project Worksheets for numerous disasters. Audits included the sub-grantees, the states and their respective Emergency Management departments and the FEMA regional offices. Reviewed and followed FEMA and Department of Defense related contracts to ensure proper procurement procedures and laws were adhered to.

Career Experience

DR-4332, Hurricane Harvey, Texas, Project Delivery Manager (2019-Present)

- Works to guide applicants through the FEMA Public Assistance Process.

DR-4085, Hurricane Sandy, New York (2012-2014)

- Developed work force requirements, operating budgets, and technical methodologies for fraud deterrence to oversee the use of FEMA disaster funds relating to Hurricane Sandy damages.

Department of Homeland Security

- Managed a team responsible for auditing DHS activities, including grant audits of FEMA grant recipients (state agencies, counties, cities, universities, schools, hospitals, airports, electric cooperatives, and other not-for-profit entities).

Federal Emergency Management Agency

- Participated in applicant briefings during the initial recovery period of Hurricanes Ivan, Katrina, and Rita to assist applicants with developing policies and procedures targeted toward maximizing claim reimbursement.
- Consulted with several major applicants eligible for Tropical Storm Allison disaster grants to developing monitoring and documentation procedures to maximize their most unique and complicated claims.
- Managed auditors performing accounting record reconstruction, transaction verification, documentation, and asset review for Hurricane Katrina damages applicable to FEMA Public Assistance grants.

BP Oil Spill, Guidepost Solutions

- Examined damage claims filed by victims of the Gulf Coast oil spill for BP reimbursement including loss of business profit calculations and record reviews for indicators of fraud.

Independent Contractor

- Examined defaulted SBA Recovery Act business loans to determine culpability for default and indicators of fraud that resulted in SBA recovery of tax dollars.

CERTIFICATIONS

- Certified Fraud Examiner
- Certified Public Accountant
- DHS Public Trust Security Clearance
- Active FEMA Badge

EDUCATION/QUALIFICATIONS

- MBA, Finance, Louisiana Tech
- BS, Accounting, East Texas Baptist University

REFERENCES

- [REDACTED]

Daniel Jamison, CCC

A seasoned professional with over 30 years' experience of cost estimating working with the USACE, NAVFAC, Department of Energy, and FEMA, among others. Proficient with CEF, RS Means Costworks, Success Estimator, MCACES, MII, MC2, Timberline, Paydirt, Digicalc, Primavera, MS Project and MS Office. Conducted cost estimates for numerous multi-million to multi-billion-dollar projects including asbestos abatement, waste site cleanup, groundwater remediation, demolition & decommissioning, civil works, MEDCOM, airfields/airports, courthouses, airports, dams, roads/bridges, ordnance/ weapons facilities, laboratories, railroads, utilities, and water supply and treatment.

Career Experience

DR-4393, Hurricane Florence, North Carolina, Project Manager (2018-Present)

- Stationed at FEMA's Consolidated Resource Center (CRC); responsible for performing site inspections, creating Site Inspection Reports (SIR), using Damage Description and Dimensions (DDD) to complete estimates using RS Means, and developing and validating the Statement of Work (SOW), noting inconsistencies in Requests for Information (RFI).

Legis Consultancy, Inc., Senior Cost Engineer (2016-2018)

- Quantified civil, architectural, and structural disciplines for the US Army Corps of Engineers.

Jamison Cost Consultants, LLC., Owner (2008-2016)

- Validated project estimates to scope, developed and maintained capital project projections, and assisted in the preparation of cost and scheduled reports.
- Assisted the New York State Office of Emergency Management following Hurricane Sandy; assisted with beach rehabilitation, damaged infrastructure, roads, bridges, wastewater treatment plants, and hospitals.
- Supported recovery efforts for Iowa Severe Storms and Flooding (DR-1763), Mississippi Severe Storms and Flooding (DR-1837), and Iowa Severe Storms, Flooding, and Tornadoes (DR-1928/1930).

Chase International Group, Inc., Chief Construction Cost Estimator (2006-2008)

- Responsible for locating projects, quantifying, material pricing, laboring, and submitting bids to General Contractors. Used SuccessEstimator cost estimating software.

U.S. Cost, Inc., Senior Cost Engineer (2002-2006)

- Responsible for cost engineering beginning at the Conceptual Stage through Construction Documents. Projects include courthouses, airports, dams, bridges, industrial settings, and prisons.
- Responsibilities also include contacting engineers/architects for design information, coordinating between estimating disciplines, reviewing, and assembling cost estimates, tracking estimate variances, and Value Engineering.

CERTIFICATIONS

- AACE International, Certified Cost Consultant
- DHS Public Trust Security Clearance
- Active FEMA Badge (Inactive)

EDUCATION/QUALIFICATIONS

- AS, Civil Engineering Technology, Central Piedmont Community College

REFERENCES

- [REDACTED]

Gregory Raab

A professional with over 20 years of experience in developing, recruiting, managing, training teams for emergency management and disaster response divisions. A wealth of experience expanding businesses, opening new markets, and vastly increasing company revenue.

Career Experience

Function and Specialization

- Specializes in Communications and Public Relations – including two national publications; Digital Media – including social media and websites for 8 firms; Marketing – including tradeshows, campaigns and business development support, Business Development – regional sales personnel across the U.S.; Training, job improvement and leadership development.

Professional and Industry Experience

- Led national marketing and business development teams for emergency management organizations. Responsible for: proposal management, lobbying contracts and relationships, subcontractor and teaming partner negotiation, contracting and management, talent recruitment and acquisition, professional training, engagement staffing and management, and client retention. Oversaw engagement/project managers and finance liaisons to ensure quality control and profitability on each engagement.

Business Development

- Responsible for developing and implementing new company policies to optimize workflow and efficiency. While Executive Director of Operations at Adjusters International, Inc. Responsible for the national integration of insurance adjusting and disaster recovery consulting businesses. Responsible for more than doubling company revenue through his sales goal setting and attainment.

Grant Management

New York State: 4085-DR-NY, Hurricane Sandy, Operations Manager (2012-2016)

- Managed more than 200 consultants, deployed by Adjusters International to work on behalf of New York State in response to Hurricane Sandy, the second costliest hurricane in United States.
- Responsible for staff supervision and management including the development of teams and their deployment into the field to work with applicants.
- Interacted daily with New York State, FEMA and local Applicants.

Texas: 4332-DR-TX, Hurricane Harvey 2018)

(2017 –

Florida: 4337-DR-FL, Hurricane Irma, Engagement Manager
(2017 – 2018)

- Provided executive leadership and subject matter expertise to 30 Texas and Florida sub-recipients.
- Coordinated the response and recovery functions of more than 50 Tidal Basin/Adjusters International team members. Navigating FEMA's new Public Assistance program delivery model which has proven challenging in the recovery environment.
- Planned and implemented successful policies for maximum recovery under Section 428 Alternative Procedures pilot program.

REPRESENTATIVE CLIENTS

- The State of Florida
- Florida Department of Veterans' Affairs
- The Department of the Navy, U.S.
- U.S. Department of Homeland Security
- Broward County Florida
- The State of New York

EDUCATION/QUALIFICATIONS

- MBA, Technology Management; Marketing Concentration, SUNY Polytechnic Institute
- BA, Economics and Psychology, University of Rochester
- Certificate in Management Studies; Concentrations in Finance and Personnel Management, University of Rochester

James Gregory

Over 15 years of experience handling hurricane recovery operations for Hurricanes Sandy, Katrina, Rita, Gustav, Ike, Hermine, Mathew, Irma and Maria. During Hurricane Sandy, he was deployed as part of the team chosen to assist applicants in completing PWs to documents that occurred in the aftermath. James managed quality assurance and quality control issues as well as coordinated various activities between State agencies and FEMA. He is also experienced with close-out and reconciliation of recovery efforts.

Career Experience

Function and Specialization

- Specializes in 406 Hazard Mitigation, Category A-F, Closeout, Debris Management, Public Assistance, PW Formulation, PW Version, PW Writing.

Professional and Industry Experience

- Proposal Manager/Senior Recovery Specialist for the SMS Disaster Recovery Team, James managed and directed proposal efforts, as well as, participated in reviewing of proposal strategies. He analyzed the RFP requirements against the proposal outlines. He created the proposal compliance matrix and tracked the fulfillment of requirements. He coordinated between cost volume and technical/management, so they were consistent. James created briefing sessions concerning interpretation/implementation of the PA Program. He worked in the areas of Individual Assistance, Temporary Housing and Mitigation Projects. He provided proven expertise in the areas of Comprehensive Planning, Training and Exercises.

Disaster Recovery Specialist

- In response to Hurricane Matthew, managed the recovery processes for Collier County School Board (CCSB). He wrote all categories of PWs A-F. Met with the Collier County School Board on a weekly basis to provide updates. The main objective was project formulation and working with FEMA on various other tasks. Conducted all site visits as well as presenting the final product to the clients. He provided constant communication with the School Board during the execution of this task order. Worked within Pelican Bay to manage their mitigation project. Together 265 street signs, 111 streetlight poles, 4 bollard pathway lights and 1 monument entrance sign were mitigated.

Integrity Monitoring/Anti-fraud

Hagerty Consulting, Subject Matter Expert (2020-Present)

- Working under the Treasury Guidance for the Cares Act, James managed, wrote, and provided documentation guidance to the State of Arkansas to validate, qualify and distribute \$6.8 million under the City, Town and County program (CTC). Using the same guidance, he worked on the BIG Program (Business Interruption Grants) that totaled \$17 million. The third and final part of the Arkansas Cares Act (which is ongoing) encompasses James in a Team Lead role writing, offering subject matter expertise, documenting, and managing \$625 million into the Quick Base Portal for the State of Arkansas Department of Finance and Administration.

Program and Process Management Auditing

Disaster Consultant/Puerto Rico: Hurricane Maria/Irma

(2017 – 2018)

- Responsible for the verification of the Hazard Mitigation Grant Program (HMGP) opportunities within FEMA approved projects. He also offered applicant assistance in the development of stand-alone Mitigation projects. As the HMGP Project Manager working to identify and resolve project issues, he worked with applicants and assisted other factions within NY State and FEMA to appropriately address applicant(s) requests. Bill performed Benefit-Cost-Analysis on project elements. He conducted applicant briefings and site visits throughout the State to explain the program requirements to potential applicants and facilitate their ability to correctly submit their applications.

EDUCATION/QUALIFICATIONS

- NFIP Certification FEMA
- MA, Management, Webster University
- MA, Media Communications; emphasis in Communications Management, Webster University
- MS, Emergency Management & Homeland Security, Arkansas Tech
- BA, Journalism, emphasis in Public Relations/Advertising, University of Arkansas

REFERENCES

- [REDACTED]

Jeff Stevens, CEM, MEP

An emergency management professional with over 15 years' experience who holds numerous Incident Management Team certifications and is also a volunteer firefighter. Serving as Vice President of Emergency Management at iParametrics working closely with clients to improve their resilience and enhance recovery efforts. A hands-on leader known for his dogged advocacy on behalf of the communities he serves, leveraging all possible avenues to enhance their preparedness or build back better after a disaster. Experienced in higher education within New York University and healthcare leadership serving on the H1N1 pandemic team in Rhode Island.

Career Experience

Cranston, RI, COVID-19 Pandemic Response, Rhode Island

(2020)

- Assisted with disaster response to assist the City of Cranston with their applications for reimbursement related to the COVID-19 pandemic.

Narragansett, RI, COVID-19 Pandemic Response, Rhode Island

(2020)

- Assisted with disaster response to assist the Town of Narragansett with their applications for reimbursement related to the COVID-19 pandemic.

Seward County, Kansas, COVID-19 Pandemic Response, Kansas

(2020)

- Lead a team of disaster response specialists to assist Seward County with their applications for reimbursement related to the COVID-19 pandemic.

Mecklenburg County, North Carolina, COVID-19 Pandemic Response, North Carolina

(2020)

- Lead a team assisting Mecklenburg County with documenting and applying for FEMA reimbursements related to the COVID-19 pandemic.

Northern New Jersey UASI Hospital Evacuation Framework, New Jersey

(2012-2014)

- Project Manager and lead author in creating a hospital evacuation framework, intended for adoption by all hospitals in a seven-county region serving more than three million New Jersey residents.

New Jersey Central East Healthcare Coalition Five-Year Strategy, New Jersey

(2010-2012)

(2010-2012)

- Program Manager for the development of a five-year strategy which was adopted by all regional healthcare facilities amid the prospect of shrinking Hospital Preparedness Program grant funds.

2009 - 2010 H1N1 Pandemic, Rhode Island

(2010)

- Responsible for the Rhode Island Healthcare Service region concept surge planning and mass vaccination strategies in coordination with the Hospital Association of Rhode Island.

CERTIFICATIONS

- Certified Emergency Manager
- Master Exercise Practitioner
- FEMA Type III All-Hazard IMT

EDUCATION/QUALIFICATIONS

- MA, International Relations, Salve Regina University
- BA, Administration of Justice, Salv

REFERENCES

- [REDACTED]

Mark Albright

A highly skilled, dedicated professional with a wide range of Public Assistance, Debris, STEP Pilot Program, and Government Contracting experience. Extensive background as a State of Florida General Contractor, cost estimator, Code compliance inspector, structural house mover, layout carpenter, and debris removal volunteer. Vast understanding of the documentation requirements expected to properly complete claims.

Career Experience

FEMA Public Assistance Technical Assistance Contract, Hurricane Maria (2018-2020)

- Served as PA Technical Specialist for the FEMA PA Contract through the Fluor/iParametrics' team for multiple municipalities in Puerto Rico and Jackson County, Florida following Hurricane Maria.
- Assisted with Project Worksheets and recovery efforts for a variety of agencies.

FEMA Public Assistance Technical Assistance Contract, Hurricane Irma, FEMA PA Contract, PA Technical Specialist (2018-2019)

- Worked in the US Virgin Islands to represent multiple applicants after DR4335 and DR4340.
- Assisted with Project Worksheets and recovery efforts for a variety of agencies.

FEMA Public Assistance Technical Assistance Contract, Hurricane Harvey, FEMA PA Contract through IEM, PA Technical Specialist

- Worked in Houston as a Subject Matter Expert on Category B-G projects citywide. Assisted with Project Worksheets and recovery efforts for a variety of agencies.

FEMA Public Assistance Technical Assistance Contract, Hurricane Michael, FEMA PA Contract through IEM, PA Technical Specialist (2018-2019)

- Contract through the Fluor/iParametrics' team for multiple municipalities in Florida following Hurricane Michael. Assisted with Project Worksheets and recovery efforts for a variety of agencies.

FEMA Public Assistance Technical Assistance Contract

- Managed and provided guidance on CDBG-DR implementation for New Jersey Stronger Elevation Program and delivered leadership in the development of the program.

FEMA Public Assistance Technical Assistance Contract, COVID-19 Recovery

- Served as a PA Technical Specialist COVID-19 recovery for multiple states and agencies across the United States. Provides oversight of recovery grant processes for CARES Act funds and other FEMA grants and recovery programs.

CERTIFICATIONS

- Active FEMA Badge

EDUCATION/QUALIFICATIONS

- BA, Building Construction, University of Florida

REFERENCES

- [REDACTED]

Princess Ousley

A professional who specializes in Regulatory Compliance, Financial Management, Grant Accounting Policy and Procedure Development. Prior to establishing Elite Business Strategies, LLC, Princess served as manager over Florida's Domestic Preparedness Program within the Division of Emergency Management. In this role, she was responsible for the implementation of the Department of Homeland Security Grant Program, which is comprised of five interconnected grants: State Homeland Security Program, Urban Areas Security Initiative, Operation Stonegarden, Metropolitan Medical Response System, and the Citizen Corps Program. During her tenure, Princess managed over \$255 million in federal preparedness funding appropriated by Congress.

Career Experience

Professional and Industry Experience

- Princess has been a member of many taskforces and committees to address community development needs. She has worked with Florida's Recovery and Mitigation office to address community development needs by working to reduce or eliminate long-term risks to human life and property from disasters. Through these efforts, she has coordinated initiatives that help rebuild both lives and communities impacted by major disasters. Most notably, Princess led in providing Community Emergency Response Training to the citizens of Haiti through a creative partnership with the Haitian Resource Development Foundation (HRDF). Princess offered technical assistance in developing a CERT program in Haiti that included the development of an academic and practical curriculum; a training process; and a methodological and operational CERT program that was integrated into the Haitian Civil Protection System for Disaster Preparedness.

Emergency Preparedness

- As a member of the State Emergency Response Team, Princess has served as the Deputy Officer for External/Public Affairs, where she directed Governor-appointed staffers in the Emergency Operations Center, Emergency Support Function 14-Public Information office. Her duties included the development and implementation of both communications plans and external outreach activities. Princess was also responsible for media relations through her role as the press spokesperson. As the Human Services Branch Director, she was able to coordinate mass care needs throughout the state of Florida. She served in these leadership positions while working over 30 state emergencies, including the initiation of response and recovery efforts for 22 major presidentially-declared disasters in her six years with the State of Florida.

Community Development

- Princess has been a member of many taskforces and committees to address community development needs. She has worked with Florida's Recovery and Mitigation office to address community development needs by working to reduce or eliminate long-term risks to human life and property from disasters. Through these efforts, she has coordinated initiatives that help rebuild both lives and communities impacted by major disasters. Most notably, Princess led in providing Community Emergency Response Training to the citizens of Haiti through a creative partnership with the Haitian Resource Development Foundation (HRDF). Princess offered technical assistance in developing a CERT program in Haiti that included the development of an academic and practical curriculum; a training process; and a methodological and operational CERT program that was integrated into the Haitian Civil Protection System for Disaster Preparedness.

Grant Management

New York State Governor's Office of Storm Recovery, Contract Manager (2014-2016)

- EBS provided program management services in support of the Housing and Urban Development (HUD) homeowner assistance program. EBS performed construction administration services to accomplish the ultimate goal of achieving construction completion and closeout of applications for homeowners impacted by Superstorm Sandy. The project included the integration of construction management, data management, environmental mitigation, and administration of field activities

Florida Department of Education, Office of Emergency Management, Program and Security Manager

(2010 – 2012)

- Responsibilities included developing and overseeing the implementation of various security activities for 1400 employees, which involved the management of security personnel and the maintenance of building access functions. Ms. Ousley's responsibilities included the coordination of emergency management budget requests, developing spending plans, tracking program expenditures, and providing quarterly updates to the Department of Homeland Security. She served as one of the department representatives for Domestic Security Committees, Task Forces, and Working Groups related to K- 20 Education and the Campus Security community. She provided support to the development of the State of Florida Hazard Mitigation Plan, including drafting the Strategic Plan portion. In addition, Ms. Ousley was responsible for developing projects to assist Florida's K-12 public schools and institutions of higher education with mitigation strategies.

REPRESENTATIVE CLIENTS

- U.S. Department of Homeland Security
- The State of New York
- Department of the Navy, U.S.A.
- Broward County Florida
- Florida Department of Veterans' Affairs
- The State of Florida
- North Carolina Central University
- New York State Emergency Management Association

EDUCATION/QUALIFICATIONS

- FEMA Certifications: IS-100, IS 200, IS-700, IS-800, IS-703
- MBA, Organizational Psychology and Development, Florida A & M University
- BS, Education and Psychology, Florida A & M University

Steve Stark

A motivated and experienced Senior Disaster Recovery Consultant. Educated in both the Public and Individual Assistance programs within FEMA operations. Knowledge of Federal policy, law and regulation pertaining to disaster recovery. Steve's recent titles include Senior Disaster Recovery Consultant, Project Specialist, Public Assistance Coordinator, and Community Relations Specialist.

Career Experience

Function and Specialization

- Specializes in Project Management, FEMA Public Assistance, FEMA Individual Assistance, PAC Crew Leader, Preliminary Damage Assessment, Debris Management, Public Sector Experience, 406 Hazard Mitigation, Construction Management.

Professional and Industry Experience

- Reviewed information provided and identified additional information needed. He has reviewed applicant labor policies, pay rates, and fringe benefit information. He has reviewed timesheets and employee work logs. He has participated in regular FEMA meetings by providing updates on work status. Steve has discussed and resolved eligibility issues. He has provided support and guidance on assessing damaged facilities, and grant formulation to ensure smooth delivery of the program to applicants.

Disaster Recovery

- Coordinated and supported the implementation of disaster recovery services and programs and analyzing capabilities to enable program delivery and performance. He has managed disaster procedural components of emergency management programs and activities during recovery operations. He has performed accurate quantification and detailed description of disaster related damage. He has taken representative photographs that depict damage claims. He has completed sketches of sites to supplement photographs and capture profile and cross-sectional perspectives. Steve has written detailed damage descriptions. He has obtained the Applicant representative's agreement that all disaster-related damage was described and quantified correctly. He has delivered the completed site inspection information to the Site Inspection Task Force Leader and Program Delivery Manager in a timely manner. He has scheduled and conducted site inspections with the Applicants and DHS. He has conducted site visits and damage assessments of disaster-related damaged infrastructure. He has collaborated with the State and local governments to develop Damages Descriptions (DDD), scopes of work (SOW) and cost estimates. He has used in the restoration of damaged infrastructure and for cost-effective hazard mitigation measures. He has evaluated applicant-provided cost claims for reasonableness. He has worked with the State and local governments to come to an agreement on damage descriptions, scopes of work, and cost estimates.

Financial Auditing and Grant Management

FEMA Region 7, Kansas City, MO, DR-1603 & DR-1606 Louisiana Hurricane Katrina & Rita,

Community Relations Specialist and Public Assistance Specialist
(2005-2012)

- Oversaw recovery projects and grants management for numerous events throughout the region from DR-1604 Hurricane Rita and DR-1791 Hurricane Ike to major flooding events in Iowa and Nebraska.

Adjusters International Inc., Utica, NY, DR-4085 - Hurricane Sandy, State of NY

Project Specialist/PA Coordinator (2013 – 2014)

- Coordination of Federal, State and local efforts and funding for the purpose of restoring public property back to pre-disaster condition. Inspecting/assessing storm related damage to local government property, and then tailor project worksheets (PW) to the specific applicant based on such assessment. Consult with applicant when mitigation proposals are identified. Review all PW's and provide quality assurance as to scope of work, cost estimate, general content, in preparation for audit. I have extensive experience in completing the closeout process. Validated and ensured 80% of all small projects are complete and accurate according to FEMA guidelines.

REPRESENTATIVE CLIENTS

- [REDACTED] FEMA
- [REDACTED] – Adjusters International

EDUCATION/QUALIFICATIONS

- Completed 141 ISP courses & all ICS courses L-0201 Debris Technical Specialist L-0239 406 Hazard Mitigation L-0382 PAC Crew Leader L-0277 Basic Training for Community Relations Specialist L-0282 Community Relations Deployment
- Coursework Business Management, Metropolitan Community College

REFERENCES

- [REDACTED]

3.5 EXPERIENCE OF BIDDER ON SIMILAR CONTRACTS

CDC Uganda National Medical Stores Audit

The scope and complexity of the Uganda NMS to the State of New Jersey requirements: accounting system, financial reporting, compliance with terms and conditions, internal controls, and other aspects of financial control.

Table 3.5-1: CDC Uganda National Medical Stores Audit

Contract Title:	CDC Uganda National Medical Stores Audit
Contract number	200-2014-M-57759
Customer/Agency name	Centers for Disease Control (CDC)
Period of performance	1/6/2014 – 3/21/2014
Place of performance	Entebbe, Uganda, and other warehouse locations throughout Uganda
Number and types of personnel used in the performance of the contract	US-based or an affiliate of a US-based audit firm and knowledgeable in generally accepted accounting principles, government accounting principles, Generally Accepted Governmental Auditing Standards, the Federal Acquisition Regulations, and the forensic audit function. This also required an understanding of distribution, warehousing, inventory, and information technology.
Brief narrative description of the work performed	
The main objective was to provide sufficient information to assure that CDC funding is being used to exclusively support the purposes of the cooperative agreement for National Medical Stores (a Ugandan government agency) and is not being misapplied, misused, or unaccounted for.	
Contracting Officer	Name: [REDACTED] Address: 2920 Brandywine Road, Atlanta, GA 30341-5539 [REDACTED]
Project Officer	Name: [REDACTED] Address: CDC – Uganda [REDACTED]

CDC Kenya Medical Research Institute (KEMRI) Audit

The scope and complexity of the KEMRI Audit to the State of New Jersey requirements: accounting system, financial reporting, compliance with terms and conditions, internal controls, and other aspects of financial control.

Table 3.5-2: CDC Kenya Medical Research Institute (KEMRI) Audit

Contract Title:	CDC Kenya Medical Research Institute (KEMRI) Audit
Contract number	200-2015-61862-0001
Customer/Agency name	Centers for Disease Control (CDC
Period of performance	May 06, 2015 - August 05, 2015
Place of performance	Nairobi, Kenya
Number and types of personnel used in the performance of the contract	US-based or an affiliate of a US-based audit firm and knowledgeable in generally accepted accounting principles, government accounting principles, Generally Accepted Governmental Auditing Standards, the Federal Acquisition Regulations, and the forensic audit function.
Brief narrative description of the work performed	
Review and audit to CDC Cooperative Agreements with KEMRI to identify any potential misappropriation of funds. The KEMRI Audit was performed under CDC contract 200-2015-61862/0001. The CDC’s objective was to conduct a forensic audit to inform CDC whether KEMRI spent CDC-awarded funds in accordance with the terms and conditions of its CoAgs and that all associated funds were expended in conformance with USG standards for allowable and allocable costs. The audit also informed CDC as to whether any fraud, waste, or abuse occurred that would require additional resolution.	
Contracting Officer	Name: [REDACTED] Address: 2920 Brandywine Road, Atlanta, GA 30341-5539 [REDACTED]
Project Officer	CDC POC : [REDACTED] [REDACTED] [REDACTED] Contract Specialist: [REDACTED] [REDACTED] [REDACTED]

USAID/Liberia IFES Audit

The scope and complexity of the IFES Audit to the State of New Jersey requirements: accounting system, financial reporting, compliance with terms and conditions, internal controls, and other aspects of financial control.

Table 3.5-3: USAID/Liberia IFES Audit

Contract Title:		USAID/Liberia IFES Audit
Contract number	72066919P00005	

Customer/Agency name	USAID/Liberia
Period of performance	04/17/2019 - 08/06/2019
Place of performance	Monrovia, Liberia
Number and types of personnel used in the performance of the contract	US-based or an affiliate of a US-based audit firm and knowledgeable in generally accepted accounting principles, government accounting principles, Generally Accepted Governmental Auditing Standards, the Federal Acquisition Regulations, and the financial audit function.
Brief narrative description of the work performed	
Financial audit of USAID resources managed by IFES under the CEPPS/LEPT :To help conduct an audit of USAID resources managed by International Foundation for Electoral Systems (IFES) under the Consortium for Elections and Political Process Strengthening (CEPPS) Liberia Elections and Political Transition (LEPT) activity # AID-669-A-14-00001 implemented in Liberia.	
Contracting Officer	Samuel Geh (786) 359 9409, Sgeh@usaid.gov
Project Officer	

USAID/Liberia FARA Review

The scope and complexity of the FARA Review to the State of New Jersey requirements: accounting system, financial reporting, compliance with terms and conditions, internal controls, and other aspects of financial control.

Table 3.5-4: USAID/Liberia FARA Review

Contract Title:	USAID/Liberia FARA Review
Contract number	72066918P00004
Customer/Agency name	USAID/Liberia
Period of performance	09/17/2018 - 03/16/2019
Place of performance	Monrovia, Liberia
Number and types of personnel used in the performance of the contract	US-based or an affiliate of a US-based audit firm and knowledgeable in generally accepted accounting principles, government accounting principles, Generally Accepted Governmental Auditing Standards, the

	Federal Acquisition Regulations and the financial audit and Agreed-Upon-Procedures (AUP) function.
Brief narrative description of the work performed	
Financial Review Management and Resolution Program (FRMRP) :The purpose of this program is to ensure that USAID/Liberia funded activities have adequate internal control systems in place to receive and manage USG funds	
Contracting Officer	
Project Officer	

3.6 ADDITIONAL EXPERIENCE OF BIDDER

Rumph's core business is assisting the federal government manage and deliver domestic and foreign assistance and protect its resources as the resources are deployed for various missions. Rumph has been providing services in support of USG program accountability requirements to the CDC since 2012. We have conducted program and forensic audits, expenditure analysis of PEPFAR CoAgs, across the African continent, including audits and audit reviews in Kenya, Rwanda, and Uganda. Our leadership and audit team bring more than 60 collective years of experience and expertise providing related services in support of USG agencies domestic and international development programs. Provided financial audit services were designed to assist the USG identify potential fraud, waste, abuse, and mismanagement of funds awarded to its Recipients through CoAgs. In many cases, we were required to work directly with USAID staff. **Table 3.6-1** lists Rumph's demonstrated capabilities. We also provided Technical Assistance to USAID, the CDC, and the Office of the Global Aids Coordinator (OGAC) on the Expenditure Analysis (EA) contract covering 35 countries and approximately 800 CoAgs. All audit work was performed in accordance with USG policies, procedures, laws, and regulations.

Table 3.6-1: Demonstrated Capability

Rumph Audit Contracts
Rwanda Audit (200-2015-61862/0002). This contract was to obtain a program specific audit of the Ministry of Health CoAg with emphasis on the Health for Human Resources (HRH) Program, which is a sub-activity of the larger MOH cooperative agreement that expired on March 31, 2015. Rumph reviewed the financial statements in accordance with GAGAS that also surveys internal controls, tests whether the auditee has complied with laws, regulations and provisions of the cooperative agreement that could have a direct and material effect on the program and follows-up on prior audit findings and assesses reasonableness of the auditee's summary schedule of prior audit findings.
Kenya Medical Research Institute (KEMRI) Audit (200-2015-61862/0001). CDC required the conduct of a forensic audit to inform whether KEMRI spent awarded funds in

Rumph Audit Contracts
accordance with the terms and conditions of its CoAgS and that all associated funds were expended in conformance with USG standards for allowable and allocable costs. The audit also informed as to whether any fraud, waste, or abuse occurred that would require additional resolution.
Liberia FARA Review (72066918P00004). USAID/Liberia ordered this FFP PO for the review of agreed upon procedures of USAID/Liberia resources managed by the Ministry of Health for the implementation of the Liberia’s National Health Plan under Fixed Amount Reimbursement Agreements 669-FARA-A11-11-01 and 669-DO3-16-001-00. Rumph reviewed the financial statements in accordance with GAGAS and US Government Reviewing Standards that also surveys internal controls, tests whether the auditee has complied with laws, regulations and provisions that could have a direct and material effect on the program and follows-up on prior audit findings and assesses reasonableness of the auditee’s summary schedule of prior audit findings. We also reviewed Cost-Sharing/Counterpart Contributions Schedule and Evaluated Fund Management.
Uganda National Medical Stores (NMS) Audit (200-2014-M-57759). The Uganda Audit was performed to provide sufficient information to assure that CDC funding was being used to exclusively support the purposes of the CoAg for NMS (a Ugandan government agency) and was not being misapplied, misused, or unaccounted for.

Team Rumph also consists of Subcontractors EBS and iParametrics:

Elite Business Strategies, LLC (EBS) is a women-owned and operated professional services consulting firm established in 2011 in Tallahassee, Florida. Certified as an M/WBE firm and an 8(a), EBS delivers a unified team of professionals with decades of hands on government experience on the local, state, regional and federal level.

EBS brings real-world experience including emergency planning, disaster recovery, project outreach/intake, and hazard mitigation. In fact, members of our team have been actively involved in a leadership or staff capacity in more than 61 Presidential Declared Disasters. We understand the challenges, issues, and opportunities that communities face after a disaster. Our team helps clients manage recovery operations by providing government agencies with post-disaster technical, financial and management assistance.

EBS’ experience includes serving as a tier-one subcontractor with the New York Rising Housing Recovery Program. The Elite team administered and delivered New York State’s Housing Assistance Programs for disaster recovery in coordination with the Governor’s Office of Storm Recovery (GOSR), and their partner agencies and organizations. EBS created and implemented policies and procedures for accepting, reviewing, and processing of applications for housing assistance, and supervised the overall workflow of the housing recovery process. Our team performed reviews on an estimated 20,000 applicants, made eligibility determinations,

performed verification of benefits, and made on-time disbursement to individual applicants, resulting in \$902 million awarded to over 11,000 homeowners for repair and/or reconstruction of homes across the impacted regions. EBS staffed 9 of the 10 Housing Recovery Centers, which included hiring/ training 100+ qualified staff, and conducting outreach campaigns.

Key Community Development Block Grant - Disaster Recovery Experience

Client Programs	Contract Term	Contract Term	Project Phase
New York Office of Emergency Management State Hazard Mitigation Plan Update	2012-2013 (sub)	\$150 K	Closeout
New York Public Assistance and Hazard Mitigation Technical Assistance Hazard Mitigation Grant Program (HMGP)	2013-2014 (sub)	\$16 B	Closeout
New York Rising Housing Recovery Program Management Community Development Block Grant-Disaster Recovery (CDBG-DR): Single-Family Housing Program Multi-Family Housing Program Condo/Coop Housing Program Elevation/Mitigation Small Rental and URA Interim Mortgage Assistance	2014-2016 (sub)	\$1.7 B	Closeout
Broward County, Florida Office of Emergency Management Mitigation Plan County LMS Strategy Update Hazard Mitigation Table-top Exercise	2017-2018 (prime)	\$80 K	Closeout
North Carolina Central University Homeland Security & Workforce Development Program	2015-2019 (prime)	\$100 K	Ongoing
Broward County, Florida Office of Emergency Management Emergency Services QVL	2019-2025 (prime)	Open Task Order	Ongoing

iParametrics, LLC has supported nationwide disaster recovery efforts since 2005. The iParametrics team has prepared and submitted tens of thousands of Project Worksheets (PWs) on behalf of our clients and billed billions of dollars on behalf of municipalities in disaster-related recovery efforts. We have worked in almost all FEMA regions. These contracts require that our team provide services for engineering, architecture, cost estimating, accounting, commercial property insurance, project management, construction management, and inspection following disasters when FEMA PA funds are used for recovery purposes.

Our team also has vast experience developing risk-based security, crisis management, and emergency operations plans for clients of all sizes. Our experts have supported states, counties, municipalities, and healthcare coordinating bodies to create both strategic and tactical emergency management plans.

Most recently, iParametrics has assisted several communities to recover from the COVID-19 pandemic, including grant writing, administration, and recovery support across the United States.

CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT (CARES)/ RELIEF FUNDING (CRF)

While we recognize that every disaster is different, as are the needs of every impacted entity, the protocol used to respond upon notification takes an all-hazards approach in keeping with the National Response Framework. With the COVID-19 pandemic, and the subsequent Coronavirus Aid, Relief, and Economic Security (CARES) Act, the United States is witnessing a disaster of a magnitude we have never seen before. The work to help communities recover from the pandemic is as unprecedented as the event itself.

The recovery work requires that the consultant brings extensive capability and experience in a wide variety of emergency management and recovery disciplines, as well as experience with ongoing COVID-19 recovery. Through our current work with over a dozen clients on pandemic recovery, our team offers comprehensive expertise and is prepared to offer any type of assistance that the State may need, including but not limited to that included in the scope of work/services, cost recovery and emergency advisory services, assessment, planning, and decision making, application, reimbursement request review, funding and cost reimbursement, and compliance monitoring and reporting.

Additionally, our team can perform services remotely with access to electronic tools and is currently providing professional services on a remote basis to most of our current clients, including over a dozen for whom we are providing CARES Act and COVID-19 related services.

Finally, iParametrics bring forward expert data analytics capabilities. As a Qlik Platform Partner, our team understands how to utilize data to identify trends, spot challenges and help senior decision makers make smarter decisions. This capability will be brought to bear to ensure that the State of New Jersey receives the best possible support.

4 SECTION 4 – ANY OTHER DOCUMENTS INCLUDED BY THE BIDDER (SECTION X.X)

N/A

5 SECTION 5 – STATE-SUPPLIED PRICE SHEET (SECTION 4.1.4.1)

The completed State-Supplied Price Sheet is submitted with this Quote.

6 SECTION 6 – STATE OF NEW JERSEY SECURITY DUE DILIGENCE THIRD PARTY INFORMATION SECURITY QUESTIONNAIRE (SECTION 4.2.9)

The completed State of New Jersey Security Due Diligence Third-Party Information Security Questionnaire is submitted with this Quote, along with Rumph’s Privacy Policy and Internet Usage Policy.

Staff Internet Usage Policy

Objective and scope of this policy

This internet usage policy is current as of **12/01/2020**

This internet usage policy is intended to provide guidelines for the acceptable use of the internet, computers, email, and other forms of technology used in connection with **Rumph & Associates**. The guidelines set in this policy are intended to provide examples of inappropriate behaviors that are prohibited in **Rumph & Associates**. The acts outlined in this document are also intended to serve as a precedent for addressing related unacceptable behaviors concerning the use of the internet and other technology provided by **Rumph & Associates**.

This policy applies to all employees, contractors, and other associates of **Rumph & Associates**. By signing this document you agree to abide by the principles stated within the policy. Violation of this policy could result in disciplinary and/or legal action including termination of your employment with **Rumph & Associates**. Employees may also be held liable for damages caused by any violations of this policy.

Guidelines for use of the internet in the workplace

Bullying, harassment, discrimination, and other hostile behavior

Employees of **Rumph & Associates** are trusted to use company property in a way that is respectful and appropriate. **Rumph & Associates** has zero tolerance for comments and actions that would be considered racist, sexist, derogatory, vulgar, threatening, harassing, or otherwise discriminatory. This includes but is not limited to actions and comments partaken when using the internet and other technology provided by **Rumph & Associates**.

Personal use of the internet during work hours

Employees are expected to use company-provided internet and other devices as a resource for completing their assigned duties and supporting the objectives of **Rumph & Associates**.

Excessive personal use of company internet ("cyberloafing") during work hours is not permitted, however occasional and reasonable personal use is acceptable, so long as:

- Frivolous use of the internet does not interfere with employee productivity, including the quality of work produced and other indicators of performance.
- The employee's personal use of the internet does not violate any other guidelines contained within this document.
- Personal use does not cause undue effects to the company network by consuming an excessive amount of the limited available bandwidth. Examples include but are not limited to downloading/uploading unreasonably large files and streaming videos.
- Employees do not use company property to perform commercial services outside of tasks and projects assigned by **Rumph & Associates**. Piracy, data theft, hacking, and other illicit or unsafe activity

The following activities are strictly forbidden on company equipment:

- Illegally downloading music, films, software, and other digital goods ("Piracy")
- Installing software on company computers without the authorization of a company information technology (IT) representative
- Sharing confidential material, trade secrets, or other proprietary information outside of authorized parties of **Rumph & Associates**
- Gaining unauthorized access to programs, systems, websites, etc ("Hacking")

- Introducing malicious software (“Malware”) onto the company network or performing other actions that put the security of the organization at risk
- Attempting to bypass the company web filter to access blocked material
- Accessing content that would reasonably be considered not safe for work such as pornography, violent imagery, and other adult-oriented content.
- Sharing or leaking passwords or other credentials that are used to provide access to company equipment, services, accounts, and other company assets.

The rights of the company

Employee monitoring

The equipment used to access the internet is the property of **Rumph & Associates**. **Rumph & Associates** may use employee monitoring software to ensure the acceptable use of technology by employees, maintain the security of company data and property, and assist with employee productivity tracking. This activity tracking software will be used to monitor employee computer activity, including monitoring internet activity such as the websites visited by employees.

Copyrights

All data that is created on **Rumph & Associates** computer systems is considered to be owned by **Rumph & Associates**. Unauthorized disclosure of this data is not permitted and **Rumph & Associates** reserves the right to disclose this data to authorized parties at its discretion.

Disciplinary action

Those found to be in violation of this policy may be subject to corrective measures up to and including termination of their employment with **Rumph & Associates**.

Amendments to this policy

The terms of this policy are subject to change at the discretion of **Rumph & Associates**. Employees will be notified of amendments via written notice. Employees will be required to provide a signed acknowledgement of their receipt and acceptance of the revised policy.

Comments, questions, or concerns?

If the undersigned is uncertain about what is considered acceptable or unacceptable use of the internet or they have any other questions and concerns, they can contact the below representative of **Rumph & Associates** for further clarification.

Freda Manning-Rumph, COO
770-569-1239 x106
frumph@rumphandassociates.com

Policy acknowledgement

Employee Signature

Date



Privacy Policy

This privacy notice discloses the privacy practices for Rumph and Associates, P.C. and our website; <http://www.rumphandassociates.com>. This privacy notice applies solely to information collected by this website, except where stated otherwise. Rumph and Associates is committed to ensuring that your privacy is protected. Should we ask you to provide certain information by which you can be identified when using this website, you can be assured that it will only be used in accordance with this privacy statement. This privacy policy will notify you of the following:

- What information we collect
- With whom it is shared
- How it can be corrected
- How it is secured
- How policy changes will be communicated; and
- How to address concerns over misuse of personal data
-

Information Collection, Use, and Sharing

We are the sole owners of the information collected on this site. We only have access to/collect information that you voluntarily give us via email or other direct contact from you. We will not sell or rent this information to anyone.

We will use your information to respond to you, regarding the reason you contacted us. We will not share your information with any third party outside of our organization, other than as necessary to fulfill your request.

Unless you ask us not to, we may contact you in the future with company information or changes to this privacy policy.

Your Access to and Control Over Information

You may opt out of any future contacts from us at any time. You can do the following at any time by contacting us via the email address or phone number provided on our website:

- See what data we have about you, if any.
- Change/correct any data we have about you.
- Have us delete any data we have about you.
- Express any concern you have about our use of your data

Sharing

We share aggregated demographic information with our partners and agencies. This is not linked to any personal information that can identify any individual person.

We partner with another party to provide specific services. When the user signs up for these services, we will share names, or other contact information that is necessary for the third



party to provide these services. These parties are not allowed to use personally identifiable information except for the purpose of providing these services.

Security

We take precautions to protect your information. When you submit sensitive information via the website, your information is protected both online and offline.

Cookies

We use “cookies” on this site. A cookie is a piece of data stored on a site visitor’s hard drive to help us improve your access to our site and identify repeat visitors to our site. For instance, when we use a cookie to identify you, you would not have to log in a password more than once, thereby saving time while on our site. Cookies can also enable us to track and target the interests of our users to enhance their experience on our site. Usage of a cookie is in no way linked to any personally identifiable information on our site.

Links

This web site contains links to other sites. Please be aware that we are not responsible for the content or privacy practices of such other sites. We encourage our users to be aware when they leave our site and to read the privacy statements of any other site that collects personally identifiable information.

Notification of Change

Whenever material changes are made to the privacy notice specify how you will notify consumers.

Other Provisions as Required by Law

Numerous other provisions and/or practices may be required, as a result of laws, international treaties, or industry practices. It is up to you to determine what additional practices must be followed and/or what additional disclosures are required. Please take special notice of the California Online Privacy Protection Act (CalOPPA), which is frequently amended and now includes a disclosure requirement for “Do Not Track” signals.

If you feel that we are not abiding by this privacy policy, you should contact us immediately via telephone at (770) 569-1239 or via email at info@rumphandassociates.com.

RUMPH & ASSOCIATES, PC

**FINANCIAL STATEMENTS
TOGETHER WITH
INDEPENDENT ACCOUNTANTS' REVIEW REPORT**

DECEMBER 31, 2019

NTRC, P.C.
Certified Public Accountants

Pages 67 through 81 redacted for the following reasons:

Vendor Requested Financial Information

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 Rumph & Associates, P.C., with its principal place of business at 2520 Northwinds Pkwy Suite 150, Alpharetta GA, 30009, 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

Date

Thomas
Rumph
Jr
Managing
Partner
12/18/2
020

Print Name and Title

BEST AND FINAL OFFER (BAFO) PRICE SCHEDULE

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

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

Bidder's Name: ___Rumph & Associates, P.C._____

CATEGORY 1: PROGRAM AND PROCESS MANAGEMENT AUDITING

LINE #	STAFF CLASSIFICATIONS	YEAR 1 HOURLY RATE	YEAR 2 HOURLY RATE
1	Partner/Principal/Director	\$193.47	\$197.32
2	Program Manager	\$142.96	\$145.82
3	Project Manager	\$128.98	\$131.57
4	Supervisory/Senior Consultant	\$119.23	\$121.61
5	Consultant	\$102.93	\$104.99
6	Associate/Staff	\$72.05	\$73.49
7	Subject Matter Expert	\$119.23	\$121.61
8	Administrative Support	\$65.63	\$66.94

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: ____ Rumph & Associates, P.C._____

CATEGORY 2: FINANCIAL AUDITING AND GRANT MANAGEMENT

LINE #	STAFF CLASSIFICATIONS	YEAR 1 HOURLY RATE	YEAR 2 HOURLY RATE
11	Partner/Principal/Director	\$193.47	\$197.32
12	Program Manager	\$142.96	\$145.82
13	Project Manager	\$128.98	\$131.57
14	Supervisory/Senior Consultant	\$119.23	\$121.61
15	Consultant	\$102.93	\$104.99
16	Associate/Staff	\$72.05	\$73.49
17	Subject Matter Expert	\$119.23	\$121.61
18	Administrative Support	\$65.63	\$66.94

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: _____ Rumph & Associates, P.C. _____

CATEGORY 3: INTEGRITY MONITORING/ANTI-FRAUD

LINE #	STAFF CLASSIFICATIONS	YEAR 1 HOURLY RATE	YEAR 2 HOURLY RATE
21	Partner/Principal/Director	\$193.47	\$197.32
22	Program Manager	\$142.96	\$145.82
23	Project Manager	\$128.98	\$131.57
24	Supervisory/Senior Consultant	\$119.23	\$121.61
25	Consultant	\$102.93	\$104.99
26	Associate/Staff	\$72.05	\$73.49
27	Subject Matter Expert	\$119.23	\$121.61
28	Administrative Support	\$65.63	\$66.94

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.

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.

Pages 84 through 124 redacted for the following reasons:

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