Request for Quotation

For: Integrity Oversight Monitoring: Program and Performance Monitoring, Financial Monitoring and Grant Management and Anti-Fraud Monitoring for Coronavirus Relief Funds pursuant to Section 5001 of the Coronavirus Aid, Relief, and Economic Security (CARES) Act COVID-19 Recovery Funds and Programs

Event	Date	Time
Request for Quote Submission Due Date	09/25/20	12:00 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
PO Box 211
Trenton, NJ 08625

Using Agencies:

State of New Jersey
Department of the Treasury
Cooperative Purchasing Members

Date: September 11, 2020

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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.***

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

1.1 PURPOSE AND INTENT

This RFQ is issued by the Department of the Treasury. The purpose of this RFQ is to solicit Quotes from interested qualified firms who can provide Program and Process Management Monitoring, Financial Auditing and Grant Management and Integrity Monitoring/Anti-Fraud support services for the disbursement of Coronavirus Relief Funds pursuant to section 5001 of the Coronavirus Aid, Relief, and Economic Security (CARES) Act.

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 any State department, agency or authority or any Cooperative Purchasing Partner 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.

The State of NJ Standard Terms and Conditions (SSTC) and Waivered Supplement to the 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, established the Coronavirus Relief Fund pursuant to Section 5001 thereof 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 State departments, agencies and instrumentalities (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 Coronavirus Relief 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.

1.3 ENGAGEMENT PROCESS

The retention of an Integrity Monitor by a Using Agency from the pool of Contractors established pursuant to this RFQ, will follow the below process:

- 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 Manager 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.

- Integrity Monitors awarded a Contract as a result of this RFQ 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, 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 Letter of Engagement

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.

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 GENERAL DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

Division – The Division of Purchase and Property.

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

Firm Fixed Price – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies,

managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs.

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

Must – Denotes that which is a mandatory requirement.

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

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

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

QRGs – Quick Reference Guides.

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

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

Shall – Denotes that which is a mandatory requirement.

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

Small Business – Pursuant to N.J.A.C. 17:13-1.2, "small business" means a business that meets the requirements and definitions of "small business" and has applied for and been approved by the New Jersey Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit as (i) independently owned and operated, (ii) incorporated or registered in and has its principal place of business in the State of New Jersey; (iii) has 100 or fewer full-time employees; and has gross revenues falling in one (1) of the three (3) following categories: For goods and services - (A) 0 to $500,000 (Category I); (B) $500,001 to $5,000,000 (Category II); and (C) $5,000,001 to $12,000,000, or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher (Category III); For construction services: (A) 0 to $3,000,000 (Category IV); (B) gross revenues that do not exceed 50 percent of the applicable annual revenue standards established at 13 CFR 121.201 (Category V); and (C) gross revenues that do not exceed the applicable annual revenue standards established at CFR 121.201, (Category VI).

State – The State of New Jersey.

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

State-Supplied Price Sheet – the bidding document created by the State and attached to this RFQ on which the Bidder submits it 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 State department or agency, a quasi-State government entity or a Cooperative Purchasing Program participant, authorized to purchase products and/or services under a Blanket P.O. procured by the Division.

2.2 CONTRACT -SPECIFIC DEFINITIONS/ACRONYMS

Accountability Officer - a senior level official designated by a COVID-19 Recovery Program Participant 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 award 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 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 that receive or administer COVID-19 Recovery Funds or administers a COVID-19 Recovery Program.

Engagement - The retention of an Integrity Monitor by a Using Agency from the pool of Contractors 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 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 of the Contractor shall include, at minimum:

- 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, Contractors 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; and
- Allegations of misuse of funds or receipt of complaints.

3.1.1 SPECIFIC TASKS BY CATEGORY

3.1.1.1 CATEGORY 1 - PROGRAM AND PROCESS MANAGEMENT AUDITING

Contractors shall provide all of the following services including, but not limited to:

a) 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;

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 Section 5001 of the CARES Act and other federal funding, as applicable.

3.1.1.2 CATEGORY 2 – FINANCIAL AUDITING AND GRANT MANAGEMENT

Contractors in this category must be able to provide all the following services including, but not limited to:

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 including, but not limited to:

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 should 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 uniform template report 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, including of any comments from the Using Agency to the State Treasurer, 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 provide a deliverable schedule as requested by each Using Agency for each Letter of Engagement.

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 RFP, including but not limited to, audit, compliance, integrity monitoring, oversight and fraud detection and prevention and shall make any documents held available to the State upon request.

3.2 LITIGATION SERVICES

The Contractor(s) 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.

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 to include 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 the consultant travel 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 privately owned vehicles at the current New Jersey rate of 35 cents per mile.

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 price(s) nor the amount of its Quote, and neither the approximate price(s) nor approximate amount of this 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 using the format set forth in the State-supplied price sheet/schedule(s) accompanying this RFP. 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)

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.

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, the Waivered Supplement to the State Standard Terms and Conditions, 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. Waivered Supplement to the State Standard Terms and Conditions

D. The State of NJ Standard Terms and Conditions (SSTC) accompanying this RFQ;
E. All remaining sections of the RFQ, as may be amended by Bid Amendment; and
F. 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 **six (6) months**. 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 one (1) year with no single extension exceeding six (6) months, 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.

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 STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT

Section 1.1 of the SSTC is amended by deleting the following:

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.

5.14 CONTRACT ACTIVITY REPORT

The Contractor must provide, on a bi-annual basis, a record of all purchases made under this Contract resulting from this RFQ. This reporting requirement includes sales to State Using Agencies, political sub-divisions thereof and, if permitted under the terms of this Contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, independent institutions of higher education, state and county colleges and quasi-State

agencies. Quasi-State agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

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

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

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

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

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

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

Reports are due:

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

5.15 ELECTRONIC PAYMENTS

With the award of this Contract, the 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.

5.16 PROGRAM EFFICIENCY ASSESSMENT FOR STATE USING AGENCIES

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

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

6.0 QUOTE EVALUATION

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

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

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

6.2 STATE'S RIGHT TO INSPECT BIDDER FACILITIES

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

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

6.3 STATE'S RIGHT TO REQUEST FURTHER INFORMATION

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

After the Quotes are reviewed, one (1), some or all of the Bidders may be asked to clarify certain aspects of its Quote. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities or clerical errors. Clarifications cannot correct any deficiencies or material omissions, or revise or modify a Quote.

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

6.4 EVALUATION

6.4.1 QUOTE EVALUATION COMMITTEE

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

6.4.2 TECHNICAL EVALUATION CRITERIA

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

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

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

B. Experience of firm: The Bidder's documented experience in successfully completing Contract of a similar size and scope in relation to the work required by this RFQ; and

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

6.4.3 BIDDER'S STATE-SUPPLIED PRICE SCHEDULE

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

6.5 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.

6.6 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.

6.7 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 Evaluation Committee 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.

6.8 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 awards will be made with reasonable promptness by written notice to that responsible Bidders, whose Quotes 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 Contract users shall be directed to the SCM. The Contractor may contact the SCM if the Contractor cannot resolve a dispute with Contract users.

9.0 STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS

(Rev: 10/21/19)

1. 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. Any conflicting terms and conditions that the State is willing to accept will be reflected in an addendum to the RFP. The State's terms and conditions shall prevail over any conflicts set forth in a Bidder/offeror's Proposal that were not submitted through the question and answer process and approved by the State. Nothing in these terms and conditions shall prohibit the Director of the Division of Purchase and Property (Director) from amending a contract when the Director determines it is in the best interests of the State.

1.1 CONTRACT TERMS CROSSWALK

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

2. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

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

2.1 BUSINESS REGISTRATION

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

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

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

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the Use Tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at http://www.state.nj.us/treasury/revenue/busregcert.shtml.

2.2 ANTI-DISCRIMINATION

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

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

2.3 PREVAILING WAGE ACT

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

2.4 AMERICANS WITH DISABILITIES ACT

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

2.5 MACBRIDE PRINCIPLES

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

2.6 PAY TO PLAY PROHIBITIONS

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

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

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

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

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

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

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

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

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

2.7 POLITICAL CONTRIBUTION DISCLOSURE

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

2.8 STANDARDS PROHIBITING CONFLICTS OF INTEREST

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

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

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

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

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

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

The provisions cited above in paragraphs 2.8a through 2.8e shall not be construed to prohibit a State officer or employee or Special State officer or employee from receiving gifts from or

contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards, now known as the State Ethics Commission may promulgate under paragraph 3c of Executive Order No. 189.

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

Pursuant to N.J.S.A. 54:49-19, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.

2.10 COMPLIANCE - LAWS

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

2.11 COMPLIANCE - STATE LAWS

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

2.12 WARRANTY OF NO SOLICITATION ON COMMISSION OR CONTINGENT FEE BASIS

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

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

3.1 COMPLIANCE - CODES

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

3.2 PUBLIC WORKS CONTRACTOR REGISTRATION ACT

The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractor(s) who engage in any contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce

Development pursuant to N.J.S.A. 34:11-56.51. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance at (609) 292-9464.

3.3 PUBLIC WORKS CONTRACT - ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

3.4 BUILDING SERVICE

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

3.5 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT

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

3.6 SERVICE PERFORMANCE WITHIN U.S.

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

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

3.7 BUY AMERICAN

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

3.8 DIANE B. ALLEN EQUAL PAY ACT

Pursuant to N.J.S.A. 34:11-56.14, 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:

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

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

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

4.2 INSURANCE

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

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

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

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

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

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

5.8 SUBCONTRACTING OR ASSIGNMENT

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

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

5.9 NO CONTRACTUAL RELATIONSHIP BETWEEN SUBCONTRACTORS AND STATE

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

5.10 MERGERS, ACQUISITIONS

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

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

5.11 PERFORMANCE GUARANTEE OF CONTRACTOR

The contractor hereby certifies that:

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

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

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

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

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

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

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

5.12 DELIVERY REQUIREMENTS

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

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

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

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

5.13 APPLICABLE LAW AND JURISDICTION

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

5.14 CONTRACT AMENDMENT

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

5.15 MAINTENANCE OF RECORDS

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

5.16 ASSIGNMENT OF ANTITRUST CLAIM(S)

The contractor recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser. Therefore, and as consideration for executing this contract, the contractor, acting herein by and through its duly authorized agent, hereby conveys, sells, assigns, and transfers to the State of New Jersey, for itself and on behalf of its political subdivisions and public agencies, all right, title and interest to all claims and causes of action it may now or hereafter acquire under the antitrust laws of the United States or the State of New Jersey, relating to the particular goods and services purchased or acquired by the State of New Jersey or any of its political subdivisions or public agencies pursuant to this contract.
In connection with this assignment, the following are the express obligations of the contractor:

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

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

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

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

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

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

6. TERMS RELATING TO PRICE AND PAYMENT

6.1 PRICE FLUCTUATION DURING CONTRACT

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

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

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

6.2 TAX CHARGES

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

6.3 PAYMENT TO VENDORS

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

b. The contractor must submit invoices to the using agency with supporting documentation evidencing that work or goods for which payment is sought has been satisfactorily completed or delivered. For commodity contracts, the invoice, together with the original Bill of Lading, express receipt and other related papers must be sent to the State Contract Manager or using agency on the date of each delivery. 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 7 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 PROCUREMENT OF RECOVERED MATERIALS

To the extent that the scope of work or specifications in the contract requires the contractor to provide any of the following items, this Section 7.1 of the Standard Terms and Conditions modifies the terms of the scope of work or specification.

Pursuant to 2 CFR 200.322, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962. 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.

A. Designated items are those set forth in 40 CFR 247 subpart B, as may be amended from time to time, including:
    1. Paper and paper products listed in 40 C.F.R. 247.10;
    2. Certain vehicular products as listed in 40 CFR 247.11;
    3. Certain construction products listed in 40 C.F.R. 247.12;
    4. Certain transportation products listed in 40 C.F.R. 247.13;
    5. Certain park and recreation products, 40 C.F.R. 247.14;
    6. Certain landscaping products listed in 40 C.F.R. 247.15;
    7. Certain non-paper office products listed in 40 C.F.R. 247.16; and
    8. Other miscellaneous products listed in 40 C.F.R. 247.17.

B. As defined in 40 CFR 247.3, “recovered material” means:
    1. waste materials and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process; and
    2. for purposes of purchasing paper and paper products, means waste material and byproducts that have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process. In the case of paper and paper products, the term recovered materials includes:
        a. Postconsumer materials such as --
            i. Paper, paperboard, and fibrous wastes from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; and
            ii. All paper, paperboard, and fibrous wastes that enter and are collected from municipal solid waste, and
        b. Manufacturing, forest residues, and other wastes such as --
            i. Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel in smaller rolls of rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste, resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and
            ii. Finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others;
            iii. Fibrous byproducts of harvesting, manufacturing, extractive, or wood-cutting processes, flax, straw, linters, bagasse, slash, and other forest residues;

iv. Wastes generated by the conversion of goods made from fibrous material (that is, waste rope from cordage manufacture, textile mill waste, and cuttings); and
v. Fibers recovered from waste water which otherwise would enter the waste stream.

C. For contracts in an amount greater than $ 100,000, at the beginning of each contract year, contractor shall provide the State estimates of the total percentage of recovered material utilized in the performance of its contract for each of the categories listed is subsection (A). For all contracts subject to this Section 7.1 of the Standard Terms and Conditions, at the conclusion of each contract year, contractor shall certify to the State the minimum recovered material content actually utilized in the prior contract year.

7.2 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."

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.

7.3 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 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be 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. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the 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"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

7.4 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 include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7.5 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.

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

Contracts and subgrants of amounts in excess of $ 150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

7.7 DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at

2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

7.8 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.

EXHIBIT A

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

GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

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

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

EXHIBIT B

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

CONSTRUCTION CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTIVE ORDER NO. 151 REQUIREMENTS

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

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

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

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

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

RIDER FOR PURCHASES FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS

The provisions set forth in this Rider apply to all purchases funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

I. PROCUREMENT OF RECOVERED MATERIALS

Pursuant to 2 CFR 200.322, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962. 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.

A. Designated items are those set forth in 40 CFR 247 subpart B, as may be amended from time to time, including:
   1. Paper and paper products listed in 40 C.F.R. 247.10;
   2. Certain vehicular products as listed in 40 CFR 247.11;
   3. Certain construction products listed in 40 C.F.R. 247.12;
   4. Certain transportation products listed in 40 C.F.R. 247.13;
   5. Certain park and recreation products, 40 C.F.R. 247.14;
   6. Certain landscaping products listed in 40 C.F.R. 247.15;
   7. Certain non-paper office products listed in 40 C.F.R. 247.16; and
   8. Other miscellaneous products listed in 40 C.F.R. 247.17.

B. As defined in 40 CFR 247.3, “recovered material” means:
   1. waste materials and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process; and
   2. for purposes of purchasing paper and paper products, means waste material and byproducts that have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process. In the case of paper and paper products, the term recovered materials includes:
      a. Postconsumer materials such as -
         i. Paper, paperboard, and fibrous wastes from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; and
         ii. All paper, paperboard, and fibrous wastes that enter and are collected from municipal solid waste, and
      b. Manufacturing, forest residues, and other wastes such as -
         i. Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel in smaller rolls of rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste, resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and
         ii. Finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others;
         iii. Fibrous byproducts of harvesting, manufacturing, extractive, or wood-cutting processes, flax, straw, linters, bagasse, slash, and other forest residues;
         iv. Wastes generated by the conversion of goods made from fibrous material (that is, waste rope from cordage manufacture, textile mill waste, and cuttings); and
         v. Fibers recovered from waste water which otherwise would enter the waste stream.

C. For contracts in an amount greater than $ 100,000, at the beginning of each contract year, contractor shall provide the State estimates of the total percentage of recovered material utilized in the performance of its contract for each of the categories listed is subsection (A). For all contracts subject to this Section 7.1 of the Standard Terms and Conditions, at the conclusion of each contract year, contractor shall certify to the State the minimum recovered material content actually utilized in the prior contract year.

II. 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."

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 elig bility 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.

III. 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 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be 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. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the 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"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

IV. 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 include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

V. 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.

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

Contracts and subgrants of amounts in excess of $ 150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

VII. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

VIII. 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.

PRICE SCHEDULE

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

Refer to RFQ Section 3.0 (Scope of Work) for task requirements and deliverables, Section 4.2.4 (Staff Classifications), and Section 6.0 (Cost Proposal) 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 HOURLY RATE	YEAR 2 HOURLY RATE
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 only. No mark-up will be provided for Price Lines 10 and 11.**

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 HOURLY RATE	YEAR 2 HOURLY RATE
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 only. No mark-up will be provided for Price Lines 19 and 20.**

Bidder's Name: _____

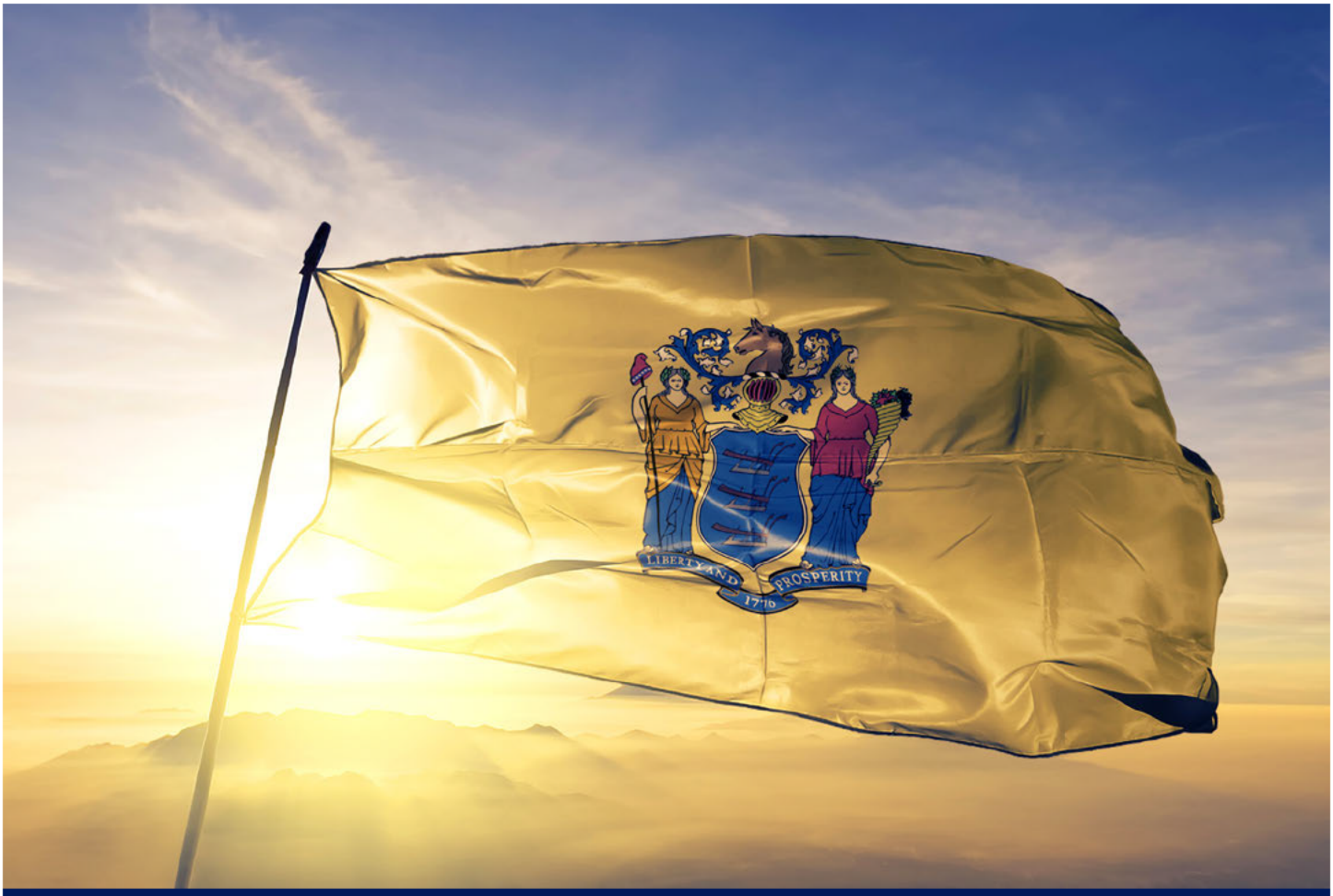
CATEGORY 3: INTEGRITY MONITORING/ANTI-FRAUD

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 HOURLY RATE	YEAR 2 HOURLY RATE
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 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.



Integrity Oversight Monitor Guidelines

August 2020

State of New Jersey COVID-19 Compliance and Oversight Taskforce

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

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

Introduction

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

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

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

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

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

Conditions for Oversight Monitors

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

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

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

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

Risk Assessment

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

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

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

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

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

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

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

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

Establishing the Pool of Integrity Monitors

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

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

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

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

Procedures for Requesting and Procuring an Integrity Monitor

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

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

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

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

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

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

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

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

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

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

Integrity Monitor Requirements

A. Independence

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

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

B. Communication

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

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

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

C. General Tasks of Integrity Monitors

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

COVID-19 Recovery Funds through the following tasks:

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

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

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

financial reports;

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

D. Reporting Requirements

1. Reports

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

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

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

2. Additional Reports

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

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

GDRO and the State Treasurer may also

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

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

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

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

Integrity Monitor Management and Oversight

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

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

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

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

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

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

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

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

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

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

Integrity Monitor Report Template

Name:

Engagement:

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

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

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

Name of Integrity Monitor:

Signature:

Date:

Name of Report Preparer:

Risk Matrix

Agency/Authority:

Program:

Funding Source:

Recipient or Subrecipient:

Completed by:

Date:

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

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

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

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

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



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

Integrity Monitor Firm Name:_____

Engagement:_____

Quarter Ending: _____

No.	Recipient Data Elements	Response	Comments
A.	**General Info**		
1.	Recovery Program Participant		
2.	Federal Funding Agency (e.g. Section 5001 of CARES Act)		
3.	State Funding (if applicable)		
4.	Award Type		
5.	Award Amount		
6.	Accountability Officer		
7.	Brief Description Purpose and Rationale of Integrity Monitor Project/Program		
8.	Contract/Program Location (if applicable)		
9.	Amount Expended by Recovery Program Participant to Date		
10.	Amount Provided to other State or Local Entities		
11.	Completion Status of Contract or Program		
12.	Expected Contract End Date/Time Period		
B.	**Monitoring Activities**		
13.	If FEMA funded brief description of the status of the project worksheet and its support.		
No.	**Recipient Data Elements**	**Response**	**Comments**
14.	Quarterly Activities/Project Description (include with specificity activities conducted such as meetings document review staff training etc)		
15.	Brief description to confirm appropriate data/information has been provided by recipient and what activities have been taken to review in relation to the project/contract/program		
16.	Description of quarterly auditing activities that have been conducted to ensure procurement compliance with terms and conditions of the contracts and agreements.		
17.	Has payment documentation in connection with the contract/program been reviewed? Please describe		
18.	Description of quarterly activity to prevent and detect waste fraud and abuse.		
19.	Provide details of any integrity issues/findings		
20.	Provide details on any other items of note that have occurred in the past quarter		
21.	Provide details of any actions taken to remediate waste fraud and abuse noted in past quarters		
No.	**Recipient Data Elements**	**Response**	**Comments**
C.	**Miscellaneous**		
22.	Attach a list of hours (by employee) and expenses incurred to perform your quarterly integrity monitoring review		
23.	Add any item issue or comment not covered in previous sections but deemed pertinent to monitoring program.		

Name of Integrity Monitor: Name of Report Preparer:
Signature:
Date:

Proposal Response

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

State of New Jersey Department of the Treasury

September 25, 2020 12:00PM

CohnReznick
ADVISORY • ASSURANCE • TAX

Submitted by:

CohnReznick LLP
101 Crawfords Corner Road
Suite 2316
Holmdel, NJ 07733
www.CohnReznick.com

Frank Banda, CPA, CFE, CGMA, PMP
Managing Partner – Public Sector
Phone: [redacted]
E-mail: [redacted]

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Compliance Matrix

Proposal Section	RFQ Section
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 – Additional Documents Included by Bidder	N/A
Section 5 – State-Supplied Price Sheet	Section 4.1.4.1

Proposal Introduction

This proposal outlines our approach to provide support services for Category 1: Program and Process Management Auditing; Category 2: Financial Auditing and Grant Management; and Category 3: Integrity Monitoring/Anti-Fraud. Our approach is explained in the following sections of our response to the State's RFQ for integrity oversight monitoring of CARES Act COVID-19 funds and programs:

1. **Technical Proposal** describes how we will successfully accomplish the State's scope of services, the extensive experience the CohnReznick Team has in performing these services, and our action plan for managing task orders for each of the respective categories.

2. **Management Overview** outlines our understanding of the scope's objectives, the work required to complete those objectives efficiently and economically, and our ability to deliver on all assigned tasks.

3. **Contract Management** describes how we will manage workflow, control costs and schedules, and supervise all work performed by our team, under the leadership of and through communication with Using Agencies and the State, as appropriate. Our approach promises satisfactory task order completion in the timeframe and budget originally projected.

Our goal in providing this information is to assure the State we are fully committed to assisting with its Coronavirus disaster recovery efforts. With our relevant expertise, we are prepared to begin assisting the State immediately.

Section 2 - Technical Approach

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Executive Summary

Our Understanding

Our team understands the scope of work outlined in the RFQ for all three scope categories and we have the required expertise and experience to deliver superior results. We also understand the overall purpose and intent of this procurement. Ultimately, the State will award contracts to qualified firms within each of the three scope categories. But most importantly, we understand the nature of the scope of services.

The State of New Jersey Department of the Treasury has issued this RFQ pursuant to EO 166 on behalf of the State of New Jersey Governor's Office, the COVID-19 Compliance and Oversight Task Force (Taskforce), and the Governor's Disaster Recovery Office (GDRO). If selected, the qualified contractor will compete for task orders generated by any State departments, agencies or instrumentalities (Using Agency) that receive or administer COVID-19 Recovery Funds. As such, there's a limit to the amount of detail that can currently be provided for the scopes included in the RFQ for the three categories. That limitation however, doesn't hinder our understanding of the work that will be requested by the Using Agencies. Our vast experience in integrity monitoring—from performing agency level program oversight and compliance, to disaster recovery implementation including CARES Act and FEMA Public Assistance——provides us with the direct knowledge of how the best programs are designed, implemented, executed, administered, monitored, and closed out. CohnReznick is a leader in both integrity oversight monitoring and disaster recovery grant management. Our unique position as an expert in both makes us uniquely qualified to respond to this RFQ where COVID-19 is a cost recovery disaster which requires integrity oversight to support Using Agencies.

Per EO 166, 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. We will help the State meet this goal while simultaneously helping its Using Agencies achieve their COVID-19 Recovery Program objectives in an efficient, effective, and economical manner.

What Does HUD Say About CohnReznick?



From February 18-21, 2014, HUD staff conducted an on-site review of the State of New Jersey's management of its Community Development Block Grants disaster recovery (CDBG-DR) funds. The overall management review focused on the State's required integrity monitoring, internal audit, and compliance oversight. HUD reviewers interviewed Robert Bartolone, Director of the Office of Auditing, staff of the integrity monitor contractor CohnReznick, and the acting CDBG compliance manager.

Based on the review, HUD stated that the State has **active** and **robust** integrity monitoring in place, including all expected elements, and DCA management is accepting and implementing recommendations from the integrity monitors in a timely manner.

Our team is confident it can help the State meet its accountability goals due to our deep knowledge and vast expertise in the areas critical to the work to be performed: Integrity Monitoring, Disaster Recovery, Compliance Monitoring, Financial Auditing, and Grants Management. In addition, key personnel on our

team have oversight experience for some of the largest government efforts and programs associated with disaster recovery funding (e.g. Superstorm Sandy, Hurricane Katrina, Rita, Gustav & Ike, Louisiana Floods of 2016, Hurricane Harvey, etc.).

Relevant Experience and Past Projects

CohnReznick has an extensive history of providing integrity oversight monitoring and disaster grants management services to clients. Over the past 15 years, CohnReznick has provided monitoring and grant management services for CARES Act, FEMA and HUD funded recovery programs in New Jersey, New York, Louisiana, Texas, Florida, North Carolina, Illinois, Mississippi, Vermont, and Massachusetts. Each engagement required our teams to excel in idiosyncratic functional areas and responsibilities. Our previous engagements have informed CohnReznick of best practices and refined the unparalleled customer service that our team will bring to the State.

Overview of Relevant Experience

Client	Period of Performance	Type	Budget	Category Relevancy		
				Category 1	Category 2	Category 3
New Jersey Department of Community Affairs	06/2013 - 07/2015	IOM - Superstorm Sandy Disaster Recovery Assistance	$10,192,100	✓	✓	✓
Small Business Association	2020 - Present	COVID-19 support	$100 million BPA	✓	✓	✓
Massachusetts Emergency Management Agency	2020 - Present	COVID-19 support	$940,800	✓	✓	✓
New Jersey Transit	06/2015 - Present	Superstorm Sandy IOM Services for Emergency Operations Center Project	$176,500			✓
Port Authority of New York and New Jersey	08/2015 - Present	IOM LaGuardia Airport Redevelopment Program	$11,260,700			✓
Port Authority of New York and New Jersey	06/2014 - Present	IOM Federally Funded Superstorm Sandy Repair & Resiliency Projects	$2,812,000			✓
Louisiana Office of Community Development, Disaster Recovery Unit	04/2017 - 04/2020; 04/2020 - Present	Restore Program: Quality Assurance/Quality Control	$15,500,000; $5,000,000	✓	✓	✓
Texas Division of Emergency Management	06/2013 - 03/2018; 03/2018 - Present	Grant Program Management	$57,500,000	✓	✓	✓
Texas Department of Transportation	02/2016 – 01/2019	Program Management & Quality Assurance/Quality Control	$500,000	✓	✓	
National Fish and Wildlife Fund	07/2018 – 02/2019	Internal Audit Services	$51,000	✓	✓	

Logistics Management Institute International Association of Machinists	08/2017 - Present	Internal Audit Services	$390,000	✓	✓	
U.S. Coast Guard	09/2012 – 12/2013	Audit Remediation and Process Improvement	$875,000	✓	✓	

Detailed descriptions of experience are provided below.

Experience Descriptions

New Jersey DCA (NJ-DCA): CohnReznick was contracted by the NJ DCA-SRD to provide integrity monitoring oversight of $1.83 billion in Community Development Block Grant Disaster Recovery (CDBG-DR) allocated by HUD. Our team assisted with the development of a comprehensive compliance, monitoring, and fraud prevention plan while promoting best practices in the administration of Superstorm Sandy recovery and rebuilding projects. CohnReznick conducted semi-annual risks assessments, developed policies and procedures, and made recommendations for process improvements on multiple CDBG-DR programs.

As Integrity Oversight Monitor, we were responsible for working with NJ DCA-SRD to monitor its sub recipients, contractors, and 19 disaster recovery programs to ensure:

- Compliance with federal and state laws, regulations, policies and contracts;
- Operational efficiency and effectiveness;
- Financial management/internal controls efficiency and effectiveness; and
- Prevention and detection of fraud, waste, and abuse.

Reference 1: [redacted] **Telephone:** [redacted]
Reference 2: [redacted] **Telephone:** [redacted]

Small Business Association (SBA): Under the direction of SBA's Compliance, Oversight and Reporting Team, CohnReznick supports the prime contractor in providing professional services support for SBA's oversight, compliance, and reporting activities for programs and funds received under the CARES Act. The scope of the 3-year, $100M BPA includes providing Auditing Services; Budget and Financial Management Services; and Management and Financial Consulting, Acquisition and Grants Management Support, and Business Program and Project Management Services.

Reference 1: [redacted] Managing Partner- [redacted] (Prime Contractor) **Telephone:** [redacted]
Reference 2: [redacted] Partner- [redacted] (Prime Contractor) **Telephone:** [redacted]

Massachusetts Emergency Management Agency (MEMA): CohnReznick performs complex grant coordination, financial and programmatic compliance, technical assistance, and administration work to plan, organize, and monitor federally funded disaster grants within the Commonwealth of Massachusetts for **COVID-19**. CohnReznick is responsible for applicant outreach, training, technical assistance, and performing project reviews for over $150M in costs. During this engagement,

CohnReznick developed a grant management system solution for MEMA utilizing the Commonwealth's SharePoint platform.

Reference 1: [redacted], Administrative Officer **Telephone:** [redacted]
Reference 2: [redacted], Assistant Director for Mitigation and Recovery **Telephone:** [redacted]

New Jersey Transit (NJ Transit):

CohnReznick services include preparing and maintaining a Project-level Fraud Risk Assessment and developing and implementing Integrity Programs.

The Fraud Risk Assessment is used to evaluate specific criteria for each risk category to target monitoring efforts for categories identified as high/medium risk. For each risk category, the risk assessment factors are evaluated and the category is assigned a risk rating of high, medium, or low risk. We work collaboratively with NJ TRANSIT to establish monitoring priorities, which may be affected by factors outside of the risk assessment.

The Integrity Programs consist of work programs and procedures that CohnReznick employs to mitigate, minimize and/or identify fraud, waste and abuse for each risk category identified as high/medium risk.

Reference 1: [redacted] – Auditor General **Telephone:** [redacted]
Reference 2: [redacted], Director, Internal Audit **Telephone:** [redacted]

Port Authority of New York and New Jersey (PANYNJ), IOM LaGuardia Airport Redevelopment Program:

The Central Terminal Building (CTB) for LaGuardia Airport (LGA) was last expanded and modernized in the 1990s. For many years, however, the CTB had been operating beyond its capacity and based on current industry standards was functionally inefficient. In 2013 the PANYNJ Board of Commissioners approved the final planning efforts to facilitate the formation of a Public-Private Partnership (P3) that would replace the existing CTB. The LGA Redevelopment Program also includes the redevelopment and construction of vital infrastructure inclusive of roadways, utilities and parking. Subsequent to this, plans for a new central hall to unify the CTB with the rest of the airport were put in place that increased the expected cost of the project to $4.2B.

CohnReznick's integrity monitoring services include ensuring that the entities engaged in the Project comply with relevant laws and regulations. To this end, our scope includes deterring, uncovering and reporting of unethical and illegal conduct to the Port Authority's Office of Inspector General (OIG). Specific tasks include:

- Procedure and Process reviews for identifying and eliminating fraud, waste and abuse
- Design and implement mitigation controls for risks identified
- Records review and compliance of General Contractor and subcontractors
- Forensic review and oversight of Project costs
- Investigations and oversight as needed and directed by PANYNJ OIG

Reference 1: [redacted] Assistant Director, Fraud Prevention **Telephone:** [redacted]
Reference 2: [redacted], Sr. Project Manager **Telephone:** [redacted]

Port Authority of New York and New Jersey (PANYNJ), Professional Audit and Integrity Monitoring Services for Federally Funded Superstorm Sandy Repair and Resiliency Projects: Using task order assignments, CohnReznick continues to provide both audit and integrity monitoring services to the PANYNJ related to projects undertaken following the destruction caused by Superstorm Sandy. Review of the drawdown process related to the grant disbursements and related audits of costs subject to Federal grant reimbursement requirements were conducted. The monitoring for compliance with relevant laws and regulations as well as for detection of unethical and illegal conduct was commenced for a number of initiatives including:

- Eight construction projects in support of LaGuardia Airport's Flood Mitigation and Storm Resilience Program at an estimated total cost of $30 million. This consisted of Flood protection at the West End Substation and West Field Lighting Vault; construction of Emergency Storm Drainage Outfalls; furnishing, installation and integration of supervisory control and data acquisition system; installation of emergency generators; the replacement of Airfield Lighting Circuits; and the Rehabilitation of Pump Houses #2, #3 and #6.
- Seven projects related to PATH Tunnels E & F infrastructure rehabilitation at an estimated total cost of $108 million.
- Four projects related to restoring PATH facilities functionality at an estimated total construction cost of $53 million. This is comprised of the replacement and reinforcement of escalators and elevators at various locations as well as flood mitigation measures.
- Six construction projects related to PATH substation replacement and rehabilitation at an estimated total cost of $180 million. Included is replacement of Substation #8 & #14, the replacement of open track areas as well as the installation of permanent flood mitigation measures at various locations.

Meetings with stakeholders and on-site investigator visits take place with regularity. Observations, findings, and recommendations were, and continue to be made while performing detailed testing and monitoring.

Reference 1: [redacted], Assistant Director, Fraud Prevention **Telephone:** [redacted]

Reference 2: [redacted], Sr. Project Manager **Telephone:** [redacted]

State of Louisiana, Division of Administration, Office of Community Development, Disaster Recovery Unit (LA OCD/DRU): CohnReznick was contracted from September 2008 thru July 2014, by OCD-DRU to develop and implement Compliance and Monitoring plans for more than $14.3 billion of CDBG-DR-Programs.

CohnReznick provided project management, project organization, coordination, policy planning, administration and oversight of transition-related activities as the responsibilities of the initial Road Home program contractor were being transitioned to multiple contractors. CohnReznick was tasked with:

- Performing services related to Project Management Office (PMO) functions;

- Organizational assessment and needs analysis of the Homeowner Assistance and Small Rental Programs; defining requirements and drafting RFPs for replacement contractors for these programs;
- Program management and transition administration;
- Communication and team collaboration;
- Quality control and quality assurance;
- Providing onsite support during the transition period overlapping outgoing and incoming contractors; and
- Planning and initial development of long-term monitoring plans for 13 Road Home programs.

CohnReznick also provided functional and technical assistance in the development and implementation of long-term monitoring plans (LTMP) and compliance tools, as well as process improvement functions for Disaster Recovery funded programs for the Louisiana Division of Administration, Office of Community Development, Disaster Recovery Unit (OCD/DRU). Our team's general responsibilities included:

- Long-Term Monitoring Plans and implementation of monitoring activities;
- Process Improvement tasks for: Gustav/Ike Housing system implementation support; road home recovery, recapture, collections assessment; and development of Financial procedures
- Developing and supporting Disaster Recovery CDBG Grantee Administration guidelines;
- Performed Internal Review of Hazard Mitigation Grant Program (HMGP) Business Processes and Security;
- Project Performance Oversight Tracking; and
- File Management/Record Retention.

Reference 1: [redacted], Chief Operating Officer, OCD-DRU **Telephone:** [redacted]
Reference 2: [redacted], Deputy Executive Director, OCD-DRU **Telephone:** [redacted]

Texas Department of Public Safety (DPS), Division of Emergency Management (TDEM): CohnReznick is the Disaster Recovery Compliance Monitor for TDEM and provides various services, including conducting monitoring activities, budget monitoring, evaluating opportunities and requirements to provide technical assistance, and ensuring compliance with federal, state, and local regulations and ordinances. Our team performs complex grant coordination, financial and programmatic compliance, technical assistance, and administration work to plan, organize, and monitor FEMA HMA and PA disaster grants within the State of Texas. In the past two years of the contract, we reviewed and processed payment requests for over $1 billion and provided guidance and assistance to over 1,600 grant subrecipients on documentation requirements. Additionally, we have processed over 6,000 project closeouts through FEMA.

At the onset of the **COVID-19,** CohnReznick held over 300 meetings with Texas subrecipients to support TDEM with COVID-19 planning efforts, resource alignment, and understanding of the full breadth and depth of COVID-19 activities occurring within the state. Through July 2020, CohnReznick has performed 2 CFR 200 compliance testing for over $360M in subrecipient **COVID-19** costs claimed under FEMA Public Assistance.

Reference 1: [redacted], Division Chief – Disaster Finance, Recover, Mitigation and Standards **Telephone:** [redacted]
Reference 2: [redacted], Unit Chief **Telephone:** [redacted]

Texas Department of Transportation (TxDOT): TxDOT received authority to use innovative project delivery methods in 1991, as opposed to the traditional design-bid-build method of procuring and building construction projects. The Strategic Projects Division (SPD) is responsible for the innovative project delivery program. The procurement process culminates in a Comprehensive Development Agreement with a developer or design build private sector entity. SPD has an approximate $25 billion portfolio of highway projects in the pre-procurement, procurement, design build or operations and maintenance phase. Through proactive partnerships and continual organizational improvement, SPD will work resourcefully to harness the strength of Texas transportation industry for all users of the transportation system by implementing innovative, high impact projects. SPD coordinates with the Federal Highway Administration, various tolling authorities, regional mobility authorities and city and county governments.

The SPD handles programmatic actions as well as the majority of project development (pre-procurement), and procurement. The Strategic Project offices (SPO) are located in Dallas, San Antonio and Houston. SPO's have responsibility in supporting the procurement process and in the design- build and operations and maintenance phases of a project.

Certain documentation is required for the SPD program and for each project in the various phases of development. The vendor is needed to perform project performance reviews, gathering data to determine if these documentation requirements have been met. The projects will be of various sizes, located all around the state of Texas, and in various phases of development. The project reviews will be performed at the vendor's office as vendor will be given access to electronic files to perform their compliance review and data collection.

As the Project Performance Reviewer, CohnReznick is contracted to complete the following major tasks:

- Provide program management and administration;
- Develop a project-specific review plan and review project records;
- Provide programmatic services including system analysis and performance review support in all state and federal reviews;
- Develop a programmatic QA/QC plan for use by PMs and GECs of SPOs;
- Develop a detailed project schedule and work plan;
- Provide annual program review schedules;
- Conduct meetings with POC and provide agendas and meeting notes;
- Provide programmatic QA/QC plan for record keeping and document control;
- Submit monthly and quarterly reporting;
- Develop a quality assurance plan (QAP); and
- Engage outside staff to perform assessment of QAP.

CohnReznick ensured a successful execution of these tasks by employing a project management strategy, which utilized best practices to monitor the scope of work, budget, and time constraints associated with the project. The strategy employed processes to verify that (1) deliverables were complete, timely, and accurate; (2) budget and resources were utilized in an efficient and effective manner; and (3) monitoring activities were tracked and recorded.

Reference 1:	[redacted]	**Telephone:**	[redacted]
Reference 2:	[redacted]	**Telephone:**	[redacted]



U.S. Fish and Wildlife Services: CohnReznick performed agreed-upon procedures to verify whether the information reported by the Trustee in the Statement of Receipts and Expenditures was accurate and in compliance with the documents and guidelines provided by the Department of the Interior (DOI) and any applicable state and federal regulations. CohnReznick performed these procedures and reported all findings related to noncompliance with any provisions of the established restoration agreements or procedures.

To execute the requirements of the project, CohnReznick began by working with DOI management to develop a detailed set of agreed-upon procedures that assisted DOI in:

- Evaluating the accuracy of funds reported on the project(s) Statement of Receipts and Expenditures; and
- Evaluating compliance of DOI and EPA NRDAR fund expenditures with the:
  - Restoration Agreements;
  - Framework for Early Restoration Addressing the Injuries Resulting from the Deepwater Horizon Oil Spill;
  - Project Stipulation Agreement(s) Regarding Early Restoration of Natural Resource Damages;
  - Resolutions signed by the Trustee Council or Trustee Implementation Groups that involve financial approvals or transactions;
  - Trustee Council Standard Operating Procedures for Implementation of the Natural Resource Restoration for the Deepwater Horizon Oil Spill; and
  - Applicable state and federal regulations.

Our team prepared and issued a set of reports for this engagement for DOI. This set included:

- Independent Accountant's report on Applying Agreed Upon Procedures (in accordance with GAGAS), including:
  - A list of the procedures performed; and
  - Related findings
- Consultant's Report on Observations and Recommendations

An Exit Conference was held with DOI to discuss the results of the procedures performed, observations, and any recommendations.

Upon completion of the engagement, CohnReznick issued a report covering the period of April 20, 2011 through December 31, 2017, that described the procedures performed and all findings and instances of non-compliance identified and included the following:

- Independent Accountant's Report on Applying Agreed Upon Procedures
- Schedule of Agreed Upon Procedures and Findings
- Consultant's Report on Observations and Recommendations

Reference 1: [redacted] **Telephone:** [redacted]
Reference 2: [redacted] **Telephone:** [redacted]

Logistics Management Institute (LMI) International Association of Machinists (IAM): IAM sought advisory services in the areas of oversight and assessment of Benefits Payable functions. CohnReznick was engaged to perform these oversight and assessment tasks through interviews, documentation review, walkthroughs, analysis, and recommendations for improvement.

The project (starting in September 2017) has spanned over several phases. This was an engagement to provide oversight and assessment of the operations and policies or the benefits payable group of the IAM Pension Fund. The oversight function was to observe the Benefits Payable BP team in their daily roles, and provide recommendations for changes (in policy and staffing) to provide efficiencies and best practices.

The Assessment portion included walkthroughs with current IAM BP group employees as well as a full review of the BP policies and procedures to gain an understanding of the policies and procedures in place and to document in one complete and consistent manner those policies and procedures. We also performed a gap analysis on those policies and procedures to identify potential internal control gaps and make recommendations based on industry best practices to provide strengthened internal controls while also streamlining the policies and procedures.

Reference 1: [redacted] **Telephone:** [redacted]
Reference 2: [redacted] **Telephone:** [redacted]

United States Coast Guard: CohnReznick provided audit and accounting services to the U.S. Coast Guard (USCG) through audit remediation and operational support of functional business processes within the Office of Resource Management, Division of Budget Execution. Services included process improvement, preparation of substantive and control testwork, audit sampling, and Notification, Findings, and Recommendation validation from auditors with the goal to meet a clean audit opinion for activities that fall within budget execution. The team produced exceptional documentation and status reports, while also developing and implementing corrective action plans over audit remediation among key accounting operations.

Reference 1: [redacted] **Telephone:** [redacted]
Reference 2: [redacted] **Telephone:** [redacted]

General Tasks

A proactive risk-based monitoring approach is an efficient way to identify and prevent fraud, waste, and abuse on complex projects and deliver quality and cost-effective oversight services in a timely manner.

Utilizing our knowledge and understanding of relief funding programs, compliance requirements, and integrity monitoring processes, our team will collaborate with the State and Using Agencies to apply:

- A risk-based integrity monitoring strategy;
- Industry best practices; and
- "Lessons learned" to implement a successful integrity monitoring approach.

This will allow us to minimize the risk of de-obligation and prevent or rectify the duplication of benefits, process and payment errors, waste, fraud, abuse, malfeasance, and mismanagement of funds.

During our risk assessment process CohnReznick will consider criteria that targets our monitoring efforts.



For each assignment, both initially and periodically thereafter, we will study the applicable program areas and focus on risks, existing controls, and identify mitigation strategies. A sample of general program area considerations can be viewed in the chart below.

Program Area Considerations	
Communications/Outreach Processes whereby program information is communicated to the public and within the organization.	
Controls Queries: • Were there mass mailings? • Are there trainings held on a periodic basis? • How are applicants kept abreast of the status of their file?	**Potential Risks:** • Age/location/income requirements are not being considered in outreach efforts • Language barriers exist with populations with limited English Proficiency • Employees are not being trained regularly • Eligible applicants not being made aware of program status and requirements
Intake Processes, systems, and methods for receiving applications	
Controls Queries: • Are there required fields? • Does the application capture all information required to determine eligibility? • Are the fields normalized (dropdown menus, etc.)? • Does the application contain clear descriptions/instructions? • Is there a process for removing/combining duplicate applications?	**Potential Risks:** • Duplicate applications are processed • PII breaches • Inadequate system to capture and maintain applicant data

• How is personal identifiable information protected? • Is support available to the applicant during the intake process?	
Eligibility Reviewing applications, validating eligibility criteria has been met, and notification to applicants of outcome	
Controls Queries: • Is applicant-provided data validated? • Are there data feeds that are used? • How frequently is this data updated?	**Potential Risks:** • Ineligible applicants obtain funding – inadequate vetting • Disqualifying items: OSHA, ERISA, environmental issues, criminal associations, financial instability • Insufficient employee training
Award Calculation Determine calculation inputs and methodology	
Controls Queries: • Is applicant-provided data validated? • Are there data feeds that are used? • How frequently is this data updated? • How frequently is duplication of benefits checked?	**Potential Risks:** • Incorrect award formula • Duplication of benefits not considered • Software system is subject to management "overrides" • Values utilized in the award calculation are not properly supported by related documentation
Disbursal Review method of distribution and requirements for receiving disbursement	
Controls Queries: • Lump sum vs. interval payments? • Checks vs. ACH? • Reimbursement or advance payment? • What is required prior to making a disbursement?	**Potential Risks:** • Insufficient internal checks and procedures to ensure proper amount is disbursed • Ineligible costs incurred • Requirements were not met

Depending on the nature of the assignments, our team will also zero in on specific risks, controls, and mitigation approaches. For example, a funding award related to healthcare services may be susceptible to fraud risks of ineligible providers, calculation/coding errors and irregularities, and improper use of health information technology. CohnReznick will work in cooperation with stakeholders to ensure critical risk are addressed.

We will request documentation and conduct interviews to assist with furthering our understanding of the applicable Using Agency and sub-grantee organizational structures, policies and procedures, and internal controls. In gauging program/project performance CohnReznick will utilize available reporting metrics and evaluate the accuracy and reliability of the performance and other data reported. Targeted forensic and analytic procedures include attribute sampling, data mining, and ratio analysis will be considered for areas identified as vulnerable to fraud, waste, abuse or mismanagement.

For any issues identified that could have a potential impact on misappropriation of funds, fraud, waste, abuse or mismanagement, CohnReznick will provide notice to the State immediately. If requested, we will work with the Using Agency and/or sub-grantee to establish a corrective action plan for any issues detected and follow-up as necessary until resolved.

Onsite monitoring activities are those activities conducted at a site where the program/project records are maintained, production occurs, or both. Onsite monitoring is an effective way to validate desk review results, identify and/or research discrepancies, and more closely monitor high-risk program components. With two office locations in New Jersey and several more in the tristate region, our team has the capacity and capability to quickly provide onsite services when warranted.

It should also be noted that CohnReznick has worked collaboratively with our Integrity Monitor colleagues. On engagements for both State agencies and the Port Authority of New York and New Jersey we shared concerns and best practices with other Monitor teams to provide comprehensive solutions for our clients.

Action Plan for Responding to Requests for Engagement

All requests for engagement from the State and Using Agencies will be directed to our Engagement Partner, Frank Banda. Mr. Banda will have responsibility for the overall execution and management of the contract. As such, he will serve as the point person for these requests and will ensure a timely and compliant response. Any request for engagement that ultimately becomes an executed task order will be administered by Mr. Banda. His contract administration will greatly aid in the speed and efficiency of checks for conflicts of interest and the introduction of the dedicated CohnReznick monitoring team. His administration will also help easily satisfy the requirement for including this type of information when responding to future requests. Additional details are outlined in the Management Overview section below.

The following sections outline our approach and demonstrate our capability and experience performing the work required for each of the three categories detailed in the RFQ. We reference several of our most relevant prior engagements throughout the section and incorporate other past performances when they specifically relate to the requirements of each category. In addition, we detail our process for managing our responses to requests for engagement from Using Agencies.

Category 1 – Program and Process Management Auditing

In response to COVID-19 and the CARES Act, the State has proposed a variety of programs to meet its recovery needs. To effectively implement these programs, procedures must be developed and consistently audited to ensure the programs are administered in accordance with Federal and State requirements. Throughout our integrity monitoring, disaster recovery, and grant management experience, we have diligently worked to establish consistent oversight standards, proactive technical assistance and communication, centralized data and reporting, and effective quality management protocols in our operations. We will ensure these aspects of program management are embedded within the operations of each Using Agency for which we are selected for work.



One of the most valuable distinctions offered by our CohnReznick team is our ability to offer vast subject matter expertise and versatility in designing and deploying creative strategies to meet the specific needs of each Using Agency. Our experience providing program and process management auditing services for disaster recovery efforts spans the states of New Jersey, New York, Louisiana, Texas, Florida, North Carolina, Illinois, Mississippi, Vermont, and Massachusetts. Within these states, we have provided a variety of services to improve organizational effectiveness, reduce risks, and ensure compliance with Federal, State, and local regulations. These services include providing subject matter expert knowledge to perform programmatic, compliance, and financial policies and procedures analysis and development; account reconciliations; and reduction of payment backlog.

Proven Technologies and Digital Tools

CohnReznick invests significantly into obtaining the best automation tools and technology to promote efficiencies and effectiveness in the work of our professionals. Our focus on cutting-edge workplace technology is a differentiator that delivers cost savings to our clients, streamlines work processes, and enhances our ability to be responsive to client needs.

Innovative technologies and software tools that we can leverage to assist Using Agencies:

Unanet serves as our project management system. It centralizes all facets of the engagement: budgets, schedules, forecasting, resource planning, subcontractor management, invoicing, and progress/status monitoring and reporting.

We leverage CohnReznick **ShareFile** as a secure client portal to share information and resources with internal and external stakeholders throughout the engagement.

Microsoft **SharePoint** is an engagement document management and storage arrangement that essentially serves as an electronic binder to keep our documents for each active project securely protected and well-organized. Using SharePoint, our engagement teams can easily collaborate with team members and rapidly access documents for clients.

IDEA is a powerful and user-friendly data analysis tool designed to help auditors, accountants, and other finance professionals perform data analysis quickly to help improve audits and identify control breakdowns. IDEA also simplifies the work of importing and analyzing data.

Relevant Experience – Category 1

The table below maps examples of our Program and Process Management Auditing experience with the Specific Tasks of the Scope of Work. Descriptions of our experiences can be found in Section 1 under "Relevant Experience and Past Projects."

	NJ DCA-SRD - Superstorm Sandy Disaster Recovery Assistance	SBA CARES Act	Massachusetts Emergency Management Agency	LA OCD/DRU Restore QAQC	Texas Division of Emergency Management	TX DOT	National Fish and Wildlife Internal Audit Services	Logistics Management Institute	US Coast Guard - Audit Remediation
a) 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;		✓	✓						
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 Section 5001 of the CARES Act and other federal funding, as applicable.		✓	✓		✓				

Category 2 – Financial Auditing and Grant Management

COVID-19 is a cost recovery disaster as opposed to a standard natural disaster and CohnReznick has used the same best practices and lessons learned to apply accountability for the effective management of allocations from the Coronavirus Relief Fund. CohnReznick was thoroughly familiar with managing federal grant funds long before it became a funding mechanism for disaster recovery (CDBG-DR). Our firm was a pioneer in the affordable housing industry during the early days of CDBG back in the 1970's. We quickly became the industry leader for advisory, assurance, and tax services for the affordable housing community. We remain the industry leader to this day and have long enjoyed a stellar reputation and working relationship with numerous federal and state agencies. With the sudden impact of COVID-19, CohnReznick has quickly become an expert in CRF allocations as well as the CDBG-DR funds that have been the traditional federal funding mechanism for disaster response.



The CohnReznick Team has a long and successful history providing audit readiness & support for inquiries made by funding agencies, recipients, and external regulators.

Decades of CDBG Grant Experience

Another fundamental characteristic that distinguishes CohnReznick is our team. Our personnel have collectively served in nearly every disaster recovery role possible. This diverse team provides us with the knowledge and skill sets to assist with planning, implementing, and monitoring grant funds to ensure accountability and compliance.

Through our work providing financial auditing and grant management to the states of New Jersey, New York, Louisiana, Texas, Florida, North Carolina, Illinois, Mississippi, Vermont, and Massachusetts, our team has gained experience in various disaster recovery program types. We've learned what works and what doesn't, and we are prepared to share what we have learned to assist Using Agencies in oversight monitoring to support the State's goals for successful, fraud-resistant Coronavirus Relief Funds programs.

Our experience encompasses the entire program lifecycle, from planning to implementation to closeout. We have been instrumental in the development and modification of policies, procedures, and grant administrative systems. We have provided technical knowledge and expertise to numerous clients over the years and continue to review and make recommendations on streamlining grant management and fiscal management processes to ensure accountability of funds and compliance with program regulations. We have developed tools for performance reviews and monitoring of grant management, accounting, budget management, and other business office functions.



As a pioneer in managing federal grant programs for disaster recovery, our focus on effective controls and continuous monitoring enabled us to administer Mississippi's $5.4 billion post-Katrina CDBG-DR recovery program with an error rate of less than 1/10th of 1%. The Mississippi Homeowner Assistance Program was lauded by HUD as a success and best practices model. HUD allocated $1.83 billion to the New Jersey Department of Community Affairs for recovery funding and CohnReznick successfully coordinated with the state's compliance and monitoring team to decrease waste in utilization of resources. To this aim, we provided just-in-time internal control and compliance recommendations at Housing Resource Centers to improve the credibility and accuracy of the applicant review processing. Additionally, CohnReznick facilitated the receipt and processing of reported fraud incidents, and in consultation with the DCA Office of Audit, referred approximately 250 of those to the State Comptroller and Attorney General.



Relevant Experience – Category 2

The table below maps examples of our Financial Auditing and Grant Management experience with the Specific Tasks of the Scope of Work. Descriptions of our experiences can be found in Section 1 under "Relevant Experience and Past Projects."

	NJ DCA-SRD - Superstorm Sandy Disaster Recovery	SBA CARES Act	Massachusetts Emergency Management Agency	LA OCD/DRU Restore QAQC	Texas Division of Emergency Management	TX DOT	National Fish and Wildlife Internal Audit Services	Logistics Management Institute	US Coast Guard - Audit Remediation
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.			✓	✓	✓	✓	✓	✓	✓

Category 3 – Integrity Monitoring/Anti-Fraud

In response to the CARES Act, the State took quick action to ensure the accountability, transparency, and timely expenditure of these federal recovery funds. Through its Executive Order 166, the State established the Governor's Disaster Recovery Office (GDRO) and COVID-19 Compliance and Oversight Taskforce. EO 166 charged the Taskforce with providing guidelines for the maintenance and appointment of Integrity Oversight Monitors to oversee the disbursement of COVID-19 recovery funds and/or the administration of associated recovery programs. In the resultant guidelines, recovery program participants that have received or that will administer $20 million or more in COVID-19 recovery funds, and those below that threshold that have requested or been directed by GDRO, should retain an Integrity Monitor. The engaged Integrity Monitor, as per the EO 166 directive is tasked to "Develop measures to prevent, detect, and remediate inefficiency and malfeasance in the expenditure of COVID-19 Recovery Funds".

> "The very presence of integrity monitors may result in a material reduction of fraudulent activities."
>
> - Rose Gill Hearn, previous commissioner of NYC DOI, House Subcommittee on Homeland Security Testimony

When federal funds are appropriated to states and/or local communities to assist with recovery efforts, the recipients have the same desire as the State to ensure the accountability, transparency, and timely expenditure of these federal funds. But this desire is, too frequently, just that—a desire. Rarely does a recipient go so far as to make a solemn pledge to ensure these critical elements of recovery funding, whether related to a national disaster or a public health emergency. Even more infrequently does a recipient recognize the need for these critical elements at the very outset of its recovery efforts. Clearly, the State recognizes the importance and value of implementing comprehensive and stringent safeguards from the start.

The CohnReznick Team can help the State ensure its desired outcomes. Not only do we possess the integrity monitoring expertise required by the State, but our team has experience on the other side of the monitoring equation.

Our experience goes far beyond the integrity monitoring requirements of this scope category. We have hands-on experience designing, implementing, executing, administering, and closing out multi-billion-dollar disaster recovery programs. We have also served as the Project Management Office for similar programs. We know how to conduct integrity monitoring. But, more importantly, we know what it's like to be subjected to integrity monitoring while operating disaster recovery programs. We understand that the integrity monitoring function cannot impede upon or negatively impact the important operations of the program.

Best Practices

CohnReznick's insight gained in our work with NJ-DCA has shaped compliance and integrity monitoring best practices we can apply to conduct document reviews, investigations, on-site monitoring and reporting for NJ COVID-19 Recovery programs.

With our vast disaster recovery operations knowledge, we know how to make efficient use of the subject's time. We approach staff with requests without requiring them to drop every other operational responsibility they have. Having been on both sides of the integrity monitoring equation we are able to most effectively approach the tasks and the people.

We have successfully provided integrity monitoring services for the New Jersey Department of Community Affairs and NJ Transit programs and resiliency projects in the wake of Superstorm Sandy. Other significant monitoring efforts have included the Louisiana Restore Program and numerous tasks with the Texas Department of Emergency Management. Whether it was the development of policies and procedures or conducting a risk assessment or performing forensic accounting services, we helped our clients ensure the accountability, transparency, and timely expenditure of federal funds. For the New Jersey Department of Community Affairs, CohnReznick developed and executed initial risk assessments of all 19 DCA-SRD programs within 60 days of contract award. Our monitoring on this recovery effort resulted in the resolution of over 170 issues observed which are detailed in 21 Integrity Monitoring Reports and Integrity Monitoring Performance Alerts.

We have the specific skills, expertise, and experience necessary to serve the State for the scope of services described in Category 3.

Relevant Experience – Category 3

The table below maps examples of our Integrity Monitoring and Anti-Fraud experience with the Specific Tasks of the Scope of Work. Descriptions of our experiences can be found in Section 1 under "Relevant Experience and Past Projects."

	NJ DCA-SRD - Superstorm Sandy Disaster Recovery Assistance	SBA CARES Act	Massachusetts Emergency Management Agency	NJ Transit - Superstorm Sandy	PANYNJ: LaGuardia Airport Redevelopment Program	PANYNJ: Superstorm Sandy Repair & Resiliency Projects	LA OCD/DRU Restore QAQC	Texas Division of Emergency Management
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.	✓			✓	✓		✓	

Section 3 - Organizational Support and Experience

CohnReznick
ADVISORY • ASSURANCE • TAX

Management Overview

Overall Technical Approach/Plans to Meet RFQ Requirements

Achieving wide-ranging task order scopes of services calls for a management approach that provides rapid deployment, maximum output, and scalable resources while ensuring the highest level of compliance, accountability, and transparency. CohnReznick's team of subject matter experts, technical leads, and qualified professionals assist state and local governments to address complex issues by providing practical, proven, and cost-effective project management solutions that enable our clients to focus on their mission and achieve more.

Our integrity oversight teams are equipped with tools to efficiently plan engagements, monitor performance, and maintain effective monitoring operations, all while keeping pace with rapidly changing economic and regulatory environments. Our project management approach will bring together the right people, expertise, experience, and technology to ensure the State's objectives and expectations are met. We will efficiently manage our resources, the timeline, and our deliverables to guarantee that there will be no unmet needs during the engagement.

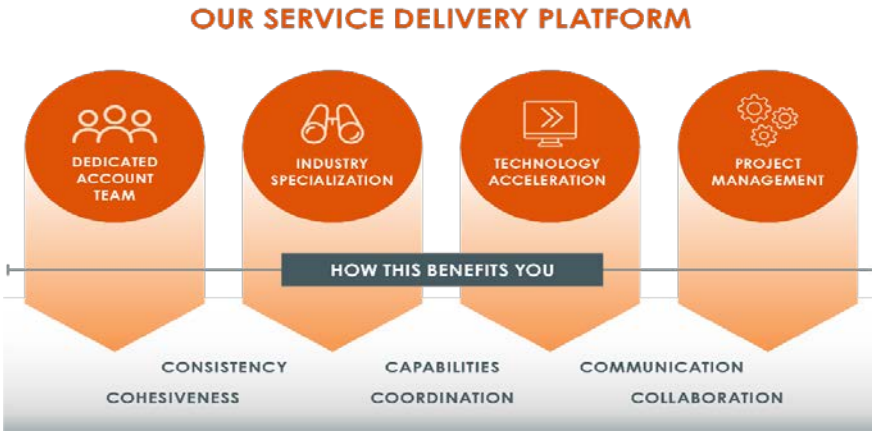


The CohnReznick Team looks forward to building a collaborative partnership with the State and Using Agencies. Day in and day out the Using Agencies will benefit from our solutions-oriented approach and advocacy.

Understanding of Contract Objectives

The March 27, 2020 passing of the Coronavirus Aid, Relief, and Economic Security Act, 2020 H.R. 748, was enacted to provide economic stimulus in response to the global pandemic COVID-19. New Jersey Governor Murphy signed EO 166 which among other things established Integrity Monitors for Using Agencies to retain to oversee the disbursement of COVID-19 Recovery Funds and the administration of COVID-19 Recovery Programs to ensure compliance with federal and state law, and mitigate waste, fraud,

and abuse. We understand the State is now seeking qualified firms to monitor these recovery efforts and their associated compliance and reporting with federal and state requirements.



Our unified engagement team and management approach provides New Jersey with an unparalleled service delivery of integrity oversight monitoring and audit tasks.

Our team is fully capable and prepared to assist all Using Agencies with meeting these critical monitoring objectives. We have the specific disaster recovery fund oversight experience and expertise required to execute the scope of work requested by a Using Agency.

Transparent Reporting

Monitoring plays an important role in creating transparency with any operation, but for an endeavor of the magnitude of the State of New Jersey's coronavirus recovery efforts, it is *critical*. Monitoring accomplishes more than just reporting the results of recovery programs. When performed in concert with the highest level of transparency, monitoring can do much more to improve operations for efficient use of funds.

All of these important benefits ultimately result in one thing: more taxpayer dollars being more efficiently spent on actual recovery for the residents of the State of New Jersey. Our team understands the importance of bringing the highest level of transparency to our monitoring efforts. We acknowledge the spotlight these activities fall under based on our previous experience with similar engagements. Our programs and deliverables have been inspected by public officials, political appointees, state Attorneys General, Inspectors General, and the general public. Without fail, our programs and deliverables have withstood this intense amount of scrutiny time and time again.

Proper Monitoring Can:

- Remove bottlenecks;
- Reduce backlogs;
- Ensure the right people are performing the right tasks;
- Ensure quality;
- Foster the implementation of best practices across multiple operations;
- Mitigate risk; and
- Prevent and detect waste, fraud, and abuse.

Nature of the Required Work

The nature of integrity monitoring and disaster recovery work frequently requires various areas of expertise and disciplines. We have assembled a team with the experience necessary to meet the Using Agency's needs as task orders are issued. Having the necessary resources for a disaster recovery effort of this magnitude is just the start. The proper utilization and coordination of resources is equally important. To ensure efficient and economical use of resources, we will coordinate so only the appropriate personnel for each particular task will be assigned.

Level of Effort Necessary

To address the different needs for each task order, we have structured our team, by category, to best utilize our staff members' expertise and the firm's resources, as depicted in our Organizational Chart later

in this Section. We have identified key personnel with years of hands-on integrity monitoring, disaster recovery, and grant management experience performing similar services in New Jersey, New York, Louisiana, Texas, Florida, North Carolina, Illinois, Mississippi, Vermont, and Massachusetts. Each category will be overseen by these key personnel who have proven leadership abilities. These are the very same people who:

1) **Prepared** this proposal;
2) **Conducted** the work provided in our client references; and
3) **Are responsible** for executing the requirements of this project.

For purposes of resource planning, during our assessment of each task order, the key personnel will determine the appropriate skill sets and staffing levels needed. We will perform periodic reassessments of the changing contract environment to ensure we are providing the most efficient and economic use of resources.

Resource Management

Our organization is structured to provide flexibility, based on the task orders issued. Our team will be led and overseen by our **Engagement Partner**, Frank Banda, CPA, CFE, CGMA, PMP, who has many years of experience leading state disaster recovery projects that required compliance and integrity oversight for federal funds usage. From his past roles in related engagements, Mr. Banda has developed a proven ability to plan and implement large programs while managing risks, resolving issues, and achieving positive change. Mr. Banda will be supported by our Category Program Managers, who bring years of relevant hands-on experience in their respective categories.

Key Elements of Our Proven Management Approach:

- ✓ Coordination of staff between multiple simultaneous tasks
- ✓ Efficient and rapid deployment of resources
- ✓ Close attention to accuracy and timeliness
- ✓ Stringent cost controls
- ✓ Adaptable and flexible processes to ensure quality deliverables
- ✓ Proven fraud, waste, and abuse prevention and detection strategies

Category 1 Program Manager, Kent Burgess, has more than 15 years of experience in Project Management and Information Technology (IT) where he has held roles focused on program management and implementation of large disaster recovery projects. He has extensive experience in grant administration for FEMA and HUD disaster recovery projects serving as engagement lead with disaster recovery projects in Texas, Louisiana, Mississippi and Illinois.

Category 2 Program Manager Tim Bender, CPA, PMP has over 30 years of experience and has served as the Program Manager for several federally funded disaster recovery programs including NJ DCA-SRD's Superstorm Sandy response as well as similar programs in Mississippi and Texas. He also led HUD and FEMA's national Disaster Housing Assistance Program. Mr. Bender has significant experience with disaster recovery programs including overseeing quality control functions, managing and administering federal block grant programs; benefit administration and calculation; strategic analysis and policy development; closeout; mitigation of fraud, waste, and abuse; risk management; and communication with key federal, state, and local government stakeholders.

Category 3 Program Manager, Jack Callahan, CPA, has more than 30 years of experience in integrity monitoring, construction accounting, and business consulting matters. His experience includes providing

fiscal and integrity monitoring services to the Port of Authority of New York and New Jersey Office of the Inspector General for the construction of the $2 billion World Trade Center Transportation Hub and the Lower Manhattan Development Corporation deconstruction of 130 Liberty Street. He led efforts that included investigating the operational and financial practices of the general contractors and their subcontractors, testing payroll reports and other requests of payment, and testing requests for reimbursement of expenses.

Our key personnel bring years of experience working together on similar engagements and they will utilize the best practices they have developed to ensure the successful execution of each task order. They will be supported by our Project Managers and Subject Matter Experts who will be matched to each task order based on their expertise. Based on the needs of each task order, we will assign the appropriate resources to execute the requested services.

The Knowledge and Experience of our Resources Include:

- CARES ACT Recovery Funding
- Integrity Monitor Oversight Act
- Community Development Block Grant (CDBG)
- CDBG-DR Common Application, Waivers, and Alternative Requirements
- Duplication of Benefits
- Environmental and Historical Requirements
- Federal Labor Standards
- Acquisition and Relocation
- Uniform Grant Management Standards
- Generally Accepted Government Auditing Standards (GAGAS)
- FEMA Public Assistance and Hazard Mitigation Assistance
- Procurement and Contracting
- Cost Allowability and Match Requirements
- Stafford Act Compliance
- OMB Circular A-133
- Financial Management Systems
- Disaster Recovery Outreach and Communications

Scalable Resources

With our large New Jersey presence, we have significant personnel resources at our disposal to support this engagement. As shown in below, our local resources provide our team the flexibility to deploy and scale down staff depending on the requirements of each task. Our local resources include a deep bench of integrity oversight monitors with best practices learned from years of experience working on projects in the State.



CohnReznick's New Jersey Presence

Contract Management

The CohnReznick Team recognizes the importance of contract management and compliance monitoring. Our Project Manager will set realistic timelines with the Agency Contract Manager from the Using Agency to ensure that milestones are being met throughout the duration of the contract. This will allow The CohnReznick Team to develop deliverables that best adhere to the Using Agencies' priority programs and projects.



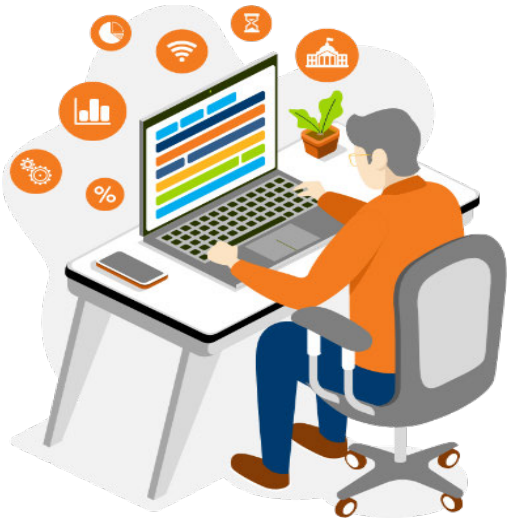
CohnReznick's Management Plan for IM Team and Subcontractors

Team CohnReznick works seamlessly to provide support and feedback among the various project components, resulting in real-time communication and risk management and continuous process improvements.

Dedicated PMO & Reporting Capabilities

Our dedicated Project Management Office (PMO) serves as the day-to-day administrator and coordinator for the administrative and contractual requirements for all activities, tasks, and subtasks associated with our engagements.

The CohnReznick Team PMO utilizes a **"Recovery Priority Dashboard,"** which is a Business Intelligence Tool that displays workflow content and employee assignments. Constructed in Tableau, the dashboard is both interactive and customizable; each employee can filter the report to display only the work in their queue, or a manager can filter the report to showcase the assignments for each of their team members. The dashboard calculates workflow step aging against pre-defined goals, highlighting project bottlenecks that can be swiftly corrected to resume program efficiency. By analyzing project data down to the employee level, the Recovery Priority Dashboard has transformed the way client projects are managed and value is achieved for the client.



The CohnReznick Project Management Office (PMO) provides our engagement team with real-time reporting & data visualization to ensure actionable items are addressed on schedule and without delay.

Scope Management

The CohnReznick Team Project Manager will develop a scope management plan and communicate this plan to all necessary stakeholders. We will incorporate monitoring processes that focus project needs, goals, budgets, and schedules. Our team has experience working on various integrity oversight and grant programs simultaneously and have assisted in all phases of the federal grant's lifecycle. We will provide technical support to develop project scopes and identify the resources required to define their success.

Time Management

Many aspects of federal grants oversight are pre-determined, scheduled, and re-occurring (for instance, quarterly reports and periods of performance). Our Team understands that time management is imperative to meet deliverables of a grant program to avoid non-compliance issues that may prevent closeout or delays to reimbursements. The CohnReznick Team uses innovative tools that monitor workflows and are customizable for specific deliverables. We will work with State stakeholders to develop a suitable and purposeful deliverables schedule.

Cost Reporting

The CohnReznick Team knows from experience that project scopes, project schedules, and regulatory/policy environments can change rapidly. Accordingly, our Project Manager will measure our team's performance and implement any necessary adjustments to stay on schedule and within budget. Our real-time reporting will allow for better forecasts, and better planning.

Risk Management

Our Project Manager will identify project risks and develop risk management plans as necessary. We will meet with State stakeholders throughout the project to identify and prioritize the mitigation of potential risks. We will develop risk response plans and evaluate the means to reduce the likelihood of occurrence.

We will develop a plan for monitoring and tracking known risks and a process for tracking new risks that may later appear. Our approach includes:

- Developing monitoring strategies, plans, risk assessments, checklists, and tracking and reporting systems;
- Developing project performance monitoring processes and tools to assist with project performance monitoring and reporting; &
- Continuous monitoring of resources.

Quality Assurance

Our quality control best practices include audit programs, checklists, and industry practice aids to ensure the team has a comprehensive understanding of the firm's quality control requirements. Furthermore, our PMO is a dedicated resource to ensure the key elements of our quality control processes bulleted below:

- Planning is conducted to include clearly defined objectives, scope, methodology and assignments;
- Adherence to work plan is maintained;
- Objectives are met; &
- Reliable documentation is maintained to clearly demonstrate the work performed and to support actions taken.

Staffing Management

A staffing plan is instrumental to the successful implementation and delivery of services. We design our staffing plans to be flexible and scalable. This is critical as multiple disciplines and areas of expertise may be required, but to varying degrees. Our Project Manager will always make the necessary resources available. This means we will add and deduct staff based on the needs of the assigned tasks and required deliverables. In addition, our teams will have access to supplementary resources to support future needs, providing the flexibility to deploy or scale down staff if necessary.

Communications Management

We understand the importance of effective communication for ensuring a collaborative, consistent, and productive team environment. We will establish a communication strategy between stakeholders at project kickoff. Our approach to project management emphasizes the vital importance of communication among stakeholders by establishing internal and external stakeholder communication protocols (to the extent desired by the client). We know from experience how important a solid communication strategy is to the success of disaster recovery projects and will incorporate the following key elements:



- Identification of stakeholders and their roles and responsibilities;
- Determining the information and communication needs of each stakeholder;

- Strategies and standards for making information available to project stakeholders in a timely manner;
- Process for collecting and distributing performance information;
- Guidelines and protocols for meetings, calls, emails, etc.; &
- Escalation protocols among stakeholders.

CohnReznick Knowledge Base

CohnReznick currently employs a Knowledge Base of over 200 unique articles and standard operating procedures – and this number grows weekly! Functioning like a repository, our Knowledge Base contains critical information for the daily functioning of your business, as well as its long-term success. It helps our team have consistent and easy access to essential information that address challenges, resolve problems, and gain insight for workforce collaboration. It also identifies and addresses specific industry gaps and questions from our clients and our team. Additionally, our PMO team works daily to engage all staff of any updates, policy changes, or improvements that have been implemented to the Knowledge Base.

The CohnReznick Knowledge Base has proven to be enormously useful during COVID-19, as new guidance continues to be published by U.S. Department of the Treasury, U.S. Department of Health and Human Services, and FEMA, as well as the GDRO and the Taskforce. When we face a challenge, we document the solution so that the lesson learned can be shared and does not get lost to time. The Knowledge Base increases efficiency, productivity, information flow, and communication because team members can pull information from one specific location, effectively eliminating the need to "ask around" or "dig" for answers. The knowledge base also allows our staff, with a repository of information, to help expeditiously address any client questions or needs.



Keeping up-to-date on the latest COVID-19 policies, directives, and SOPs
The CohnReznick Knowledge Base serves as a comprehensive document repository where all information necessary for the day-to-day operations lives.

Kaltura

CohnReznick creates live and on-demand videos for public outreach & training using Kaltura, a leading video solutions platform made popular by learning and development companies. The software allows CohnReznick to create instructional and training videos for both internal and client-use that includes captioning, translation, interactive navigation, in-video search, in-video quizzes, and decision points/hot spots (branching) that can forward a viewer to another part in the video based on their responses. This tool will allow the Using Agencies to better serve its constituency by effectively guiding program stakeholders through the complex regulatory framework. The CohnReznick Team is prepared to create Kaltura videos for targeted guidance to the State's pass through entities in order to support integrity oversight and efficiency.



The CohnReznick Team offers CARES Act, CRF, & Public Assistance training videos for Using Agency staff, consultants and constituencies

Organizational Support and Experience

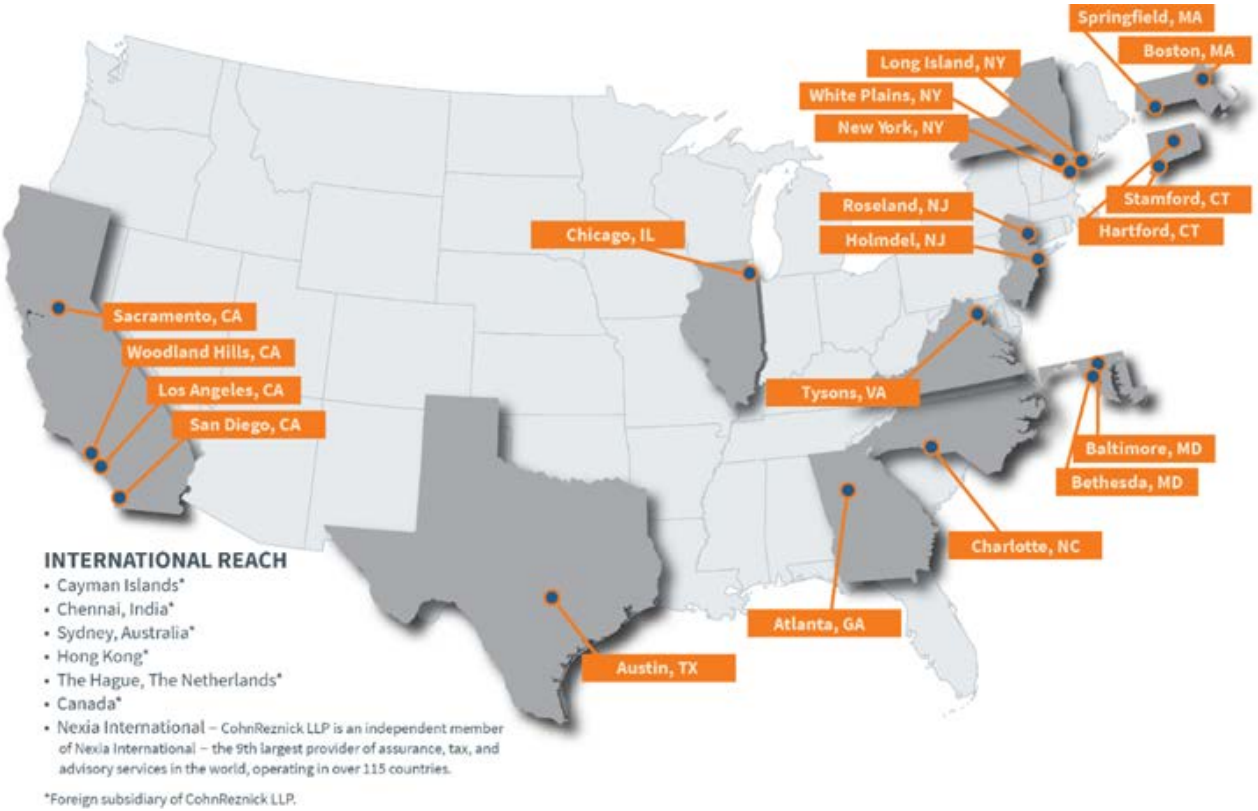
Organization

CohnReznick is a top 10 accounting firm for 2020 according to Vault's most recent "Top 50" Accounting Firm rankings. Entering its 101st year of business, CohnReznick generates annual revenue of about $700 million and has over 2,700 employees in 25 offices. Our clients have complete confidence in CohnReznick's demonstrated ability to provide data-driven results.



Our Government and Public Sector Advisory Practice has supported federal, state, and local governments with management consulting services for more than 25 years. Our professionals are dedicated to serving government clients with project management, grants management, and administrative services. We have designed, implemented, managed, and closed-out billion-dollar programs for government clients at the federal and state levels. We have also assisted local government clients in expediting their projects through state and federal review and reimbursement processes.

As a New Jersey firm, CohnReznick has a large presence in the state of New Jersey and is able to provide significant resources for this engagement. **With 2 offices and more than 450 staff in Roseland and Holmdel, New Jersey,** CohnReznick is able to meet the needs, staffing requirements, and timeline for the state of New Jersey.



As a Limited Liability Partnership, CohnReznick's 275 partners are organized within three Practices – Advisory, Assurance, and Tax. Each Practice area is supported by the firm's executive board and senior leadership who ensure each engagement of The CohnReznick Team receives all the national, firm-wide support it needs to provide our clients with the best solutions.



CohnReznick's financial capability to support this contract can be seen in our most recent financial statement provided with the proposal forms.

Firm Background

CohnReznick founded its affordable housing practice over 30 years ago; an initiative that was heavily influenced by the passing of the Housing and Community Development Act of 1974, which created the Community Development Block Grant (CDBG) program. Over the ensuing years, CohnReznick quickly became a pioneer in affordable housing and community development, awarding the firm numerous opportunities to work with HUD and positioning it to soon become a thriving accounting firm with strong passion for underserved populations and affordable housing. Upon the creation of the Low-Income Housing Tax Credit (LIHTC) program following the Tax Reform Act of 1986, CohnReznick catapulted into the nation's largest and most reputable affordable housing advisory firm.

Given CohnReznick's stellar reputation with HUD, the firm became one of the nation's earliest private-sector partners for CDBG-DR funded programs. This early entry into CDBG-DR eventually led CohnReznick into FEMA-funded disaster recovery programs. CohnReznick's continued focus on client service and high-quality work has resulted in the firm maintaining a great reputation with FEMA and HUD. Through managing some of the most complex disaster recovery programs in the nation's history, CohnReznick has

demonstrated it has the ability, capacity, skill, financial resources, and experience to succeed in providing integrity oversight monitoring pursuant to EO 166 and CRF projects.



The CohnReznick Team's disaster recovery performance over the past 24 months is unrivaled in the industry

Our Teaming Partners

CohnReznick has assembled an experienced team of Integrity Oversight Monitoring professionals which includes subcontractors **BNR Engineering LLC (BNR)** and **Brinkerhoff Environmental Services, Inc. (Brinkerhoff)**. Both BNR and Brinkerhoff are registered with the New Jersey Division of Revenue, with Brinkerhoff having the additional designations as a **Small Business Enterprise (SBE)** and **Woman Business Enterprise (WBE)**. BNR and Brinkerhoff also are both certified as **Disadvantaged Business Entities (DBE)** in the New Jersey Unified Certification Program. We have identified these two teaming partners for their complementary skill sets to support CohnReznick's monitoring efforts. Additionally, CohnReznick has relationships with a number of other SBE and Minority, Women, and Disadvantaged Business Enterprise (MWDBE) firms that can be drawn upon if warranted based on assignment and upon consultation with the State.

Our utilization of subcontractors and the teaming structure used will correspond with their respective qualifications depending on the scope of work of task orders issued. We are confident that the diversity of our skill sets, including the engineering and environmental expertise of our subcontractors, provides us with the knowledge and proficiency to carry out the necessary planning, implementing, and monitoring steps within projects to ensure accountability and compliance. Each firm's proof of registration, as well as Brinkerhoff's designations as a Small Business Enterprise and Woman Business Enterprise with the Division of Revenue, have been provided in Section 4 – Other Documents.

BNR Engineering

BNR Engineering LLC (BNR), a current DBE firm certified by New Jersey Transit in the New Jersey Unified Certification Program, provides civil engineering, geotechnical engineering, structural engineering, environmental engineering, construction management, and risk analysis expertise to the team. BNR has been an integral player on a variety of disaster recovery projects and programs including work related to Superstorm Sandy in New Jersey, the US Virgin Islands, and Hurricanes Harvey, Katrina and Rita. Due to BNR's active working relationship with CohnReznick on the New Jersey

Transit Emergency Operations Center project, they will be able to leverage gained experience in integrity oversight and working with the State. As part of our anticipated monitoring efforts for the CARES recovery funds and programs, BNR will review construction methodology and observe for evidence of fraud, waste or abuse. Prior monitoring work included reviewing the bid process and related contracts, and ensuring contractors adhered to plans, specifications and budget constraints.

Brinkerhoff Environmental Services, Inc. (Brinkerhoff), designated as a SBE and WBE by the New Jersey Division of Revenue and as a DBE firm certified by New Jersey Transit, has experience as an integrity monitor and has worked with agencies at various levels. Brinkerhoff's focus is on the environmental aspects of recovery and relief projects and monitors for compliance with laws and regulations, as well as established internal controls designed to deter unethical, improper and illegal conduct. The firm has been involved in activities such as developing a Code of Business Ethics, a Zero Tolerance policy, an ethics training program; and a program for facilitating the reporting of illegal and improper conduct, including measures such as education and awareness through posters, leaflets, hotlines. Brinkerhoff also has conducted background checks of businesses, principals, officials, employees, and other individuals. This is achieved through forensic audits and reviews to identify areas of environmental risk that could potentially lead to fraud and/or corruption. The firm conducts investigations and inquiries, including interviews, site visits, field activities, records reviews, and research into public records, database searches, and field interviews.

Team Organization

The CohnReznick Team's New Jersey personnel are located in Roseland and Holmdel where our staff are available to begin work on this project immediately. Our strong local presence throughout the State will make a difference because we have a genuine, personal stake in the community. In addition to our local personnel, we are assembling team members from across our offices with experience in integrity oversight, financial audit, grant management, and disaster recovery to support this project. CohnReznick is committed to providing the highest quality of work to our clients and understands the needs of the Using Agencies at both the state and local levels.

Our Team's "same goals, separate roles" philosophy is an essential principle for how our engagement teams operate. It is our intention to closely align with the State's vision and use our proven ability, knowledge, and data-driven tools to ensure objectives are accomplished. The proposed org chart and key personnel below are not exclusive and additional staff qualifications and resumes are available upon request.

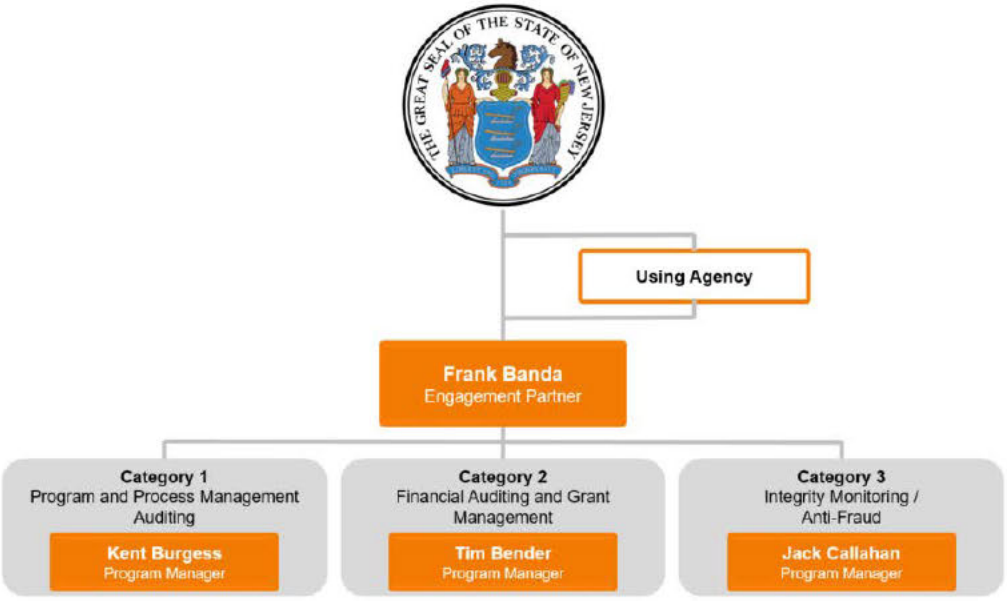
Organization Chart

The CohnReznick team, as depicted in the organizational chart below (Figure 2), will be led by our Engagement Partner, Frank Banda, CPA, CFE, CGMA, PMP. He will be supported Program Managers for each category respectively.

- Category 1: Kent Burgess
- Category 2: Tim Bender, CPA, PMP
- Category 3: Jack Callahan, CPA

A Project Manager will be assigned to perform the work of a task order based on their relevant expertise and experience. Project Managers will be supported by Subject Matter Experts and staff from

CohnReznick and our teaming partners, who will also be assigned based on their relevant expertise, as necessary.



Project Managers:	Briana Levens	Amanda Rice Gibbs	Carolyn Newcomb	Nacer Boutemine	John Checchio
Subject Matter Experts:	Gerard Frech	Abby Rollins	Rochell Cottingham	Ron Frazier	Jeron Rogers

Available Resources	New Jersey Offices	Program Management	Process Management	Financial Auditing	Grant Management	Integrity Monitoring	Anti-Fraud
CohnReznick	✓	✓	✓	✓	✓	✓	✓
Subcontractors	✓	✓	✓	✓	✓	✓	✓

The following table provides details of our personnel that will be utilized on task orders depending on the scope of work. It includes their relevant experience and the category in which individuals are qualified to perform work. Resumes of the key personnel listed in the Organization Chart above are enclosed later in this Section under "Resumes."

Personnel Firm, Title	Category 1	Category 2	Category 3	Key Relevant Experience
Engagement Partner				
Frank Banda, CPA, CFE, CGMA, PMP *CohnReznick Managing Partner*	X	X	X	35+ years of accounting and consulting for integrity oversight and disaster recovery expertise
Program Managers				
Kent Burgess *CohnReznick Partner*	X	X	X	15+ years of project management, grant management, and oversight related to disaster recovery programs
Tim Bender, CPA, PMP *CohnReznick*	X	X	X	25+ years of project management, compliance audits, policy development, internal audit, and strategic

Partner				planning, related to federally funded disaster recovery programs. Conducted oversight of quality control functions and closeout of disaster recovery programs
Jack Callahan, CPA *CohnReznick* *Partner*	X	X	X	30+ years' experience in construction accounting, corporate taxation, and business consulting matters. Has worked extensively with public agencies to install successful fiscal and integrity monitoring programs to work to improve the profitability, safety, and integrity of construction programs
Project Managers				
Briana Levens, PMP *CohnReznick* *Director*	X			10+ years of program management and program compliance. Experience in compliance monitoring and PMO for major government contracting engagements.
Amanda Rice Gibbs, CPA *CohnReznick* *Director*		X		13+ years of government and commercial audit and accounting Expertise in GAAP, GAGAS, GAAS as well as internal controls and compliance.
Carolyn Newcomb, CPA, CFE *CohnReznick* *Senior Manager*			X	20+ years of accounting experience with a specialization in integrity monitoring services since Superstorm Sandy
Nacer Boutemine, PE *BNR* *Program/Project Manager*			X	30 years of experience in the planning, program management, design, and construction management of complex projects. IM experience for NJ Transit Superstorm Sandy recovery
John Checchio *Brinkerhoff* *Senior Consultant*			X	Civil Engineer/Environmental Scientist with over 30 years of experience managing civil and environmental engineering projects. IM experience on NJDOT and PANYNJ projects
Subject Matter Experts				
Gerard K. Frech, JD, CFE, CCEP *CohnReznick* *Director*			X	30+ years' experience specializing in fraud investigations, integrity monitoring, and developing corruption prevention and compliance programs.
Abby Rollins, PMP, CFE *CohnReznick* *Director*	X			14+ years of experience in program compliance and oversight experience with a focus on federally funded disaster recovery programs.
Rochell Cottingham, PMP, CIA, CISA, CFE, CCSA, CGAP, CRMA *CohnReznick* *Senior Manager*		X		25+ years of experience in project management, program compliance, grant management and internal audit. Expertise in federal grant compliance.
Ron Frazier, JD, PMP *CohnReznick* *Senior Manager*			X	10+ years of experience in program management and integrity oversight monitoring with a focus on construction compliance.
Jeron Rogers, PE *BNR* *Project Director*			X	30+ years of civil and construction management experience as well as construction inspection of infrastructure projects. IM experience for NJ Transit Superstorm Sandy recovery
Supervisory/Senior Consultants				
Amanda Campen, JD *CohnReznick* *Senior Manager*	X	X	X	7+ years of experience in grant management, compliance, and audit. Former Chief of Recovery for Florida Division of Emergency Management

Lisa Chiappa, CPA *CohnReznick* *Senior Manager*	X	X	X	Over 16 years providing audit and attest services. IM experience including Superstorm Sandy resiliency projects.
Alex Ng, CPA, PMP *CohnReznick* *Senior Manager*	X	X	X	7+ years of experience in financial audit with expertise in GAGAS, GAAS, GAAP, and FAR.
David Kevorkian, CFE *CohnReznick* *Senior Manager*	X	X	X	Experience on Louisiana Restore program as construction lead for HUD/CDBG funded programs.
Anna Fomina, CPA, CGMA *CohnReznick* *Manager*	X	X	X	Experience providing IM for grant programs administered through the NJ DCA-SRD.
Steven Cohen *CohnReznick* *Manager*	X	X	X	Experience providing IM for grant programs administered through the NJ DCA-SRD.
Elvert Chiseley, PE *BNR* *Structural Civil Engineer / Project Manager*			X	Experience in Quality Assessment and Quality Control which includes thorough reviews of project costs
Anthony Shambaugh, PS *BNR* *Sr. Field Engineer / Construction Analyst*			X	Experience in performing the inspection, cost estimation and survey for complex projects.
Sergio Rojas, LSRP *Brinkerhoff* *Senior Project Manager - Level II*			X	more than 20 years of experience in the environmental consulting industry.
Jason Hooper, AST *Brinkerhoff* *AST - Hazardous Materials Manager*			X	Experience as a hazardous materials field technician working on projects in Pennsylvania, New York and New Jersey.
Consultants				
Elsie Guevara, CFE *CohnReznick* *Consultant*	X	X	X	Experience providing audit and attest services to construction, financial services, and real estate clients
Matthew Powers *Brinkerhoff* *NJDEP Senior Certified Subsurface Evaluator*			X	Environmental Scientist with 15 years of experience performing soil, groundwater and geophysical investigations

References

New Jersey DCA (NJ-DCA):

Reference 1: [redacted] **Telephone:** [redacted]
Reference 2: **Telephone:**

Small Business Association (SBA):

Reference 1: [redacted], Managing Partner- [redacted] (Prime Contractor) **Telephone:** [redacted]
Reference 2: [redacted], Partner- [redacted] (Prime Contractor) **Telephone:** [redacted]

Massachusetts Emergency Management Agency (MEMA):

Reference 1: [redacted], Administrative Officer **Telephone:** [redacted]
Reference 2: [redacted], Assistant Director for Mitigation and Recovery **Telephone:**

New Jersey Transit (NJ Transit):

Reference 1: [redacted] – Auditor General **Telephone:** [redacted]
Reference 2: [redacted], Director, Internal Audit **Telephone:** [redacted]

Port Authority of New York and New Jersey (PANYNJ), IOM LaGuardia Airport Redevelopment Program:

Reference 1: [redacted], Assistant Director, Fraud Prevention **Telephone:** [redacted]
Reference 2: [redacted], Sr. Project Manager **Telephone:** [redacted]

Port Authority of New York and New Jersey (PANYNJ), Professional Audit and Integrity Monitoring Services for Federally Funded Superstorm Sandy Repair and Resiliency Projects:

Reference 1: [redacted], Assistant Director, Fraud Prevention **Telephone:** [redacted]
Reference 2: [redacted], Sr. Project Manager **Telephone:** [redacted]

State of Louisiana, Division of Administration, Office of Community Development, Disaster Recovery Unit (LA OCD/DRU):

Reference 1: [redacted] Chief Operating Officer, OCD-DRU **Telephone:** [redacted]

Reference 2: [redacted], Deputy Executive Director, OCD-DRU **Telephone:** [redacted]

Texas Department of Public Safety (DPS), Division of Emergency Management (TDEM):

Reference 1: [redacted], Division Chief – Disaster Finance, Recover, Mitigation and Standards **Telephone:** [redacted]

Reference 2: [redacted], Unit Chief **Telephone:** [redacted]

Texas Department of Transportation (TxDOT):

Reference 1: [redacted] **Telephone:** [redacted]

Reference 2: [redacted] **Telephone:** [redacted]

U.S. Fish and Wildlife Services:

Reference 1: [redacted] **Telephone:** [redacted]

Reference 2: [redacted] **Telephone:** [redacted]

Logistics Management Institute (LMI) International Association of Machinists (IAM):

Reference 1: [redacted] **Telephone:** [redacted]

Reference 2: [redacted] **Telephone:** [redacted]

United States Coast Guard:

Reference 1: [redacted] **Telephone:** [redacted]

Reference 2: [redacted] **Telephone:** [redacted]



Frank D. Banda, CPA, CFE, CGMA, PMP

Engagement Partner

Education

- Post Graduate Studies in Accounting and Finance, University of Maryland
- B.S., Accounting, University of Maryland

Certifications

- Certified Public Accountant (CPA)
- Certified Fraud Examiner (CFE)
- Chartered Global Management Accountant (CGMA)
- Project Management Professional (PMP)

Relevant Qualifications

- Mr. Banda has more than 30 years of financial management, audit, and consulting experience with specific expertise in fraud prevention and detection, audit readiness, internal controls, compliance and monitoring, disaster recovery, and grant management; specific expertise includes business process management improvement, program management, financial management, and financial reporting.
- Served as the engagement partner for preparation of the **FHFA-OIG Semiannual Report** to Congress. The project included the design of the report; research of its contents; compliance with the Inspector General Act; editing; and publishing.
- **U.S. Department of State Office of Inspector General (DOS-OIG)** – CohnReznick contracted with DOS-OIG to provide various editing, design, and project management services for the development of DOS-OIG's Semiannual Report to Congress. As the project manager for DOS-OIG, Mr. Banda was responsible for monitoring the project and engagement team and providing quality control of the final product.
- Under a Blanket Purchase Agreement (BPA), Mr. Banda has begun work with the **U.S. Department of Energy's (DOE) Office of Management** to provide a variety of audit and agreed-upon procedures services; general scope of work includes assisting DOE in ensuring timely reporting relative to its contractors' compliance with appropriate cost principles and that regulations and costs claimed are reasonable, allocable, and allowable on both a pre- and post-award basis.
- Served as the engagement partner for **800 MHz Transition Administrator (800MHz)** on behalf of the Federal Communications Commission (FCC). Provided project-specific audit of the costs incurred by Sprint Nextel in accordance with a court Report in Order; provided an annual project-specific audit of the costs incurred by Sprint Nextel to satisfy the Report in Order that includes a risk assessment of the accounting and business systems of Sprint Nextel; an evaluation and test of internal controls; sampling and test of transactions; and financial statement and management letter reporting.
- Served as engagement partner on forensic accounting of the $15 million of contract costs billed to the **U.S. Agency for International Development (USAID)**; scope of the work included oversight

of cost reconciliation to three years of incurred costs' submissions the company submitted to the Defense Contract Audit Agency (DCAA); efforts resulted in claim dismissal by USAID.

- **Department of Interior (DOI) Office of Historical Trust Accounting (OHTA)** managed a multimillion-dollar budget for the overall delivery of accounting and reconciliation services in support of the OHTA and the DOI defense of the single largest class-action suit levied against the federal government.
- **Bureau of Indian Affairs** led a team of accounting professionals to provide financial, accounting, and audit support to the CFO's Office and more specifically the Division of Operations and Systems.
- Additional experience included serving as the project manager and/or engagement partner for the:
  - Most recently served as project manager hired by the **State of New Jersey's Department of Community Affairs** to serve as the integrity oversight monitor of approximately $3 billion of Community Development Block Grant – Disaster Recovery (CDBG-DR) funding; program tasks included designing initial risk assessment and preparing a comprehensive compliance and monitoring and fraud prevention program; responsibilities included oversight of contractors hired to deliver disaster recovery programs and examination of respective contracts, billings, subcontractors, and performance metrics. Results of Mr. Banda's efforts included issuing over 60 reports containing over 200 observations and 150 recommendations for improvement.
  - **State of Louisiana Office of Community Development (OCD) Disaster Recovery Unit (DRU)** – As the project manager for OCD/DRU, Mr. Banda led a team of professionals who were responsible for the acquisition and transition management of three disaster recovery contracts; developed compliance and monitoring plans for 15 disaster recovery programs and over $13 billion in federal funding for Hurricane Katrina-related housing, economic development, and infrastructure projects.
  - **Texas Department of Housing and Community Affairs** – Mr. Banda served as the project manager for the engagement where his team designed and developed critical program eligibility and benefit determination policies and procedures to distribute approximately $198 million in HUD CDBG funds to Texas homeowners in the form of grants or deferred forgivable loans.
  - **Mississippi Development Authority** – Mr. Banda served as the project manager for the oversight and distribution of $5 billion in federal grants to homeowners who suffered flood damage to their residences during Hurricane Katrina. Under Mr. Banda's leadership, CohnReznick implemented a "zero-tolerance" fraud policy in administering the tax dollars of the citizens of the United States.



Kent Burgess

Program Manager – Category 1

Education

- B.A., Christian Studies/Philosophy, Mississippi College

Relevant Qualifications

Mr. Burgess has more than 15 years of experience in Project Management and Information Technology (IT). He has held roles focused on program and project management, policy implementation, process engineering, IT management, network engineering, resource management, systems analysis and design, and training and development. He has also worked on federally funded disaster recovery projects in Texas and Illinois, with responsibilities ranging from program design and implementation to local government and nonprofit grant management and compliance. His expertise includes: disaster recovery; compliance and monitoring; and federal grant administration.

Mr. Burgess's general experience includes:

- Grant administration for Federal Emergency Management Agency (FEMA) and the U.S. Department of Housing and Urban Development (HUD) funded disaster recovery projects;
- Stafford Act compliance for FEMA and HUD funded disaster recovery projects;
- Application of the Uniform Administrative Requirements for federally funded projects; and
- Project Management Professional experienced with developing and implementing compliance and monitoring programs for disaster recovery projects in Louisiana, Mississippi, Illinois, and, currently, in Texas.

PROJECT EXPERIENCE

Client: Texas Division of Emergency Management (TDEM)
Position: Contract Manager | **Dates:** June 2013 – Present
Project Description:

Led by CohnReznick professionals with expertise in disaster recovery grant management, CohnReznick serves as the prime contractor to the Texas Division of Emergency Management for Federal Grant Administration. CohnReznick is responsible for establishing consistent oversight standards, providing proactive technical assistance and communication, project and disaster closeouts, centralized data and reporting, quality management protocols, reviewing and improving procedures, and addressing reimbursements and financial management.

Responsibilities:

As the Grant Monitor, we provide the following services:

- Perform complex grant coordination, financial and programmatic compliance, technical assistance, and administration work to respond, administer, organize, and monitor federally funded disaster grants within the state of Texas;
- Conduct applicant briefings and other outreach and training activities, ensure grant applications are received and processed properly, and monitor both the programmatic and financial aspects of awarded projects;

- Ensure deadlines are met, applications or other documentation are complete and correct before submission to federal authorities, and payment requests are promptly and correctly processed;
- Conduct monitoring activities in accordance with the project-worksheet guidelines, verify projects are completed within the approved scope of work, and identify and resolve project and program related issues;
- Review progress reports, payment requests, and provide guidance and assistance to grant recipients on documentation requirements and resolution of project worksheet-related problems;
- Perform budget monitoring and project site inspections, and document progress and/or completion of projects, causes for delays in project-worksheet completion from established timelines, or deviations from the scope of work to ensure procurement and contracting compliance;
- Evaluate opportunities and requirements to provide technical assistance and assist local jurisdictions and state agencies in maximizing reimbursement potential; and
- Ensure compliance with federal, state and local regulations and ordinances.

Client: Massachusetts Emergency Management Agency (MEMA)
Position: Contract Manager **| Dates:** May 2020 - Present
Project Description:
CohnReznick performs complex grant coordination, financial and programmatic compliance, technical assistance, and administration work to plan, organize, and monitor federally funded disaster grants within the Commonwealth of Massachusetts for COVID-19. Our team is responsible for applicant outreach, training, technical assistance, and performing project reviews. During this engagement, we have also developed a grant management system solution utilizing Commonwealth's SharePoint platform.
Responsibilities:

- Provide overall management and oversight over field staff, compliance staff, and the project management office;
- Attended MEMA meetings to provide updates on progress;
- Interface with applicant son high-level issues;
- Create and present on reporting dashboards; and
- Provide policy and process advice to Commonwealth.

Client: Department of Public Safety, North Carolina Division of Emergency Management (NCEM)
Position: Contract Manager **| Dates:** July 2020 - Present
Project Description:
Led by CohnReznick professionals with expertise in disaster recovery grant management, CohnReznick serves as the prime contractor to the North Carolina Department of Public Safety, Division of Emergency Management for Grant Administration for Public Assistance and Individual Assistance programs. CohnReznick is responsible for establishing procedures, processes and systems to make grant administration efficient, effective, and compliant with federal requirements. Our team performs complex grant coordination, financial and programmatic compliance, technical assistance, and administration work to plan, organize, and monitor federally funded disaster grants within the State of North Carolina.
Responsibilities:

- Conduct outreach and training activities
- Develop and execute specific program guidance

- Ensure maximum participation from applicants in the state and federal disaster assistance programs
- Ensure compliance with federal, state, and local regulations
- Provide technical assistance for database administration
- Maintain relationships with federal, state, local, tribal, NGO, and private sector logistic stakeholders to collaborate recovery efforts
- Develop written guidance, fact sheets, and training materials for distribution
- Create Standard Operating Guidelines for Public Assistance
- Establish tracking of grant activity to include project milestones and cost reports
- Ensure timely administrative and fiscal process for grant awards
- Provide direct technical assistance and guidance to grant recipients on documentation requirements and resolution of project worksheet-related problems
- Maintain accounting of fiscal transactions, reports, and supporting documentation for each grant
- Provide direction and interpretation of governing laws, policies, regulations, and procedures
- Serve as a liaison to facilitate resolution to recovery-related issues
- Provide education and information as requested in the areas of recovery and compliance with state and federal policies and procedures for disaster-related services

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Client: City of Houston, Texas
Position: Project Coordinator **| Dates:** August 2017 – August 2018
Project Description:
As a subcontractor to Tetra Tech, CohnReznick provided technical assistance for project formulation and QA/QC compliance services following Hurricane Harvey. Additionally, CohnReznick with tasked in reconciling the City's insurance claim against FEMA project worksheets (PWs) and develop the records necessary for actual insurance application to PWs.
Responsibilities:

- Reconciled all insurance claims received by the City of Houston prior to FEMA project formulation to expedite the FEMA review process.
- Provide education and information as requested in the areas of recovery and compliance with state and federal policies and procedures for disaster-related services
- Perform complex financial and programmatic compliance, technical assistance, and administration work to respond, administer, organize, and monitor federally funded disaster grants obligated under FEMA Public Assistance.
- Provided technical and compliance guidance to grant applications on behalf of the City
- Reviewed grant applications for minimum eligibility requirements and project funding recommendations

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Client: State of Vermont – Agency of Administration/Department of Emergency Management & Homeland Security
Position: Project Manager **| Dates:** 2016 – 2018
Project Description:
CohnReznick assists the State of Vermont with the closeout of FEMA-related activities as the result of the aftermath of Tropical Storm Irene. In coordination with the Agency of Administration and Vermont Emergency Management, CohnReznick is tasked to review and reconcile detailed invoices submitted by

prior consultants; reconcile the State's insurance claim against FEMA project worksheets (PWs); and develop the records necessary for actual insurance application to PWs.

Responsibilities:

- Reviewed over $3 million in billings from two prior contractors to determine potential for recovery through DAC, Section 324 Management funding and HMGP Management funding.
- Reconciled balances for both PA and HM management funds to determine availability and presented the State with options for recovery and prepared packages for draw submission.
- Reconciled all insurance claims received by the State for all State agencies against FEMA projects; and
- Provided audit readiness for Large State PWs, including a $54 million SRIA consolidated project.

Client: State of Illinois, Department of Commerce and Economic Opportunity (DCEO) - "Ike" Disaster Recovery Program (IDRP)

Position: Grant Manager **| Dates:** July 2011 - August 2013

Project Description:

Provide public involvement, reporting, and grant administration services to prime contractor (CDM Smith) for DCEO's Illinois Disaster Recovery Program. Assisted in the design and implementation of six Community Development Block Grant (CDBG) Disaster Recovery programs: (1) the Business Assistance Program (BAP), (2) Economic Development Program (ED), (3) Community Stabilization Program (CSP), (4) Property Buyout Program (PBP), (5) Housing Rehabilitation and Reconstruction Program (HRRP), and the (6) Public Infrastructure Program (PIP).

Responsibilities:

- Designed and implemented program operating procedures;
- Provided technical guidance to grant applications regarding state and federal requirements;
- Reviewed grant applications for minimum eligibility requirements and making funding recommendations to DCEO;
- Developed grant agreements for approved applicants;
- Provided technical assistance and grant management training to grantees;
- Ensured grantees meet all applicable special grant conditions and initial regulatory compliance reviews;
- Reviewed and approved of BAP loan applications; and
- Tracked and reported functions to ensure that projects are performing in accordance with program and grant requirements.

Client: State of Louisiana Office of Community Development Disaster Recovery Unit (OCD/DRU)—Staff Augmentation/Compliance and Monitoring

Position: Project Manager **| Dates:** January 2009 – July 2011

Project Description:

CohnReznick professionals developed and implemented compliance and monitoring plans for more than $13 billion of Community Development Block Grant (CDBG)-funded programs including compliance monitoring and contractor monitoring plans for the Gustav/Ike Parish Implemented Program and 13 of the State's Katrina/Rita CDBG Disaster Recovery Programs.

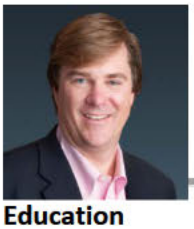
Responsibilities:

- Provided support in planning and implementing a transition from a single operations contractor to a three-contractor organization;
- Collected, reviewed, and validated accuracy of all Eligibility Operations procedures for Homeowner Assistance Program in preparation for hand-off to replacement contractors;
- Performed analyses of all work-flow systems to assist the state in identifying the active application inventory to be transitioned to replacement contractors;
- Developed processing and close-out strategy for potentially eligible grant applications in inactive statuses;
- Provided compliance and monitoring support of disaster recovery programs to the state of Louisiana;
- Collected data needed to determine resources needed for long-term monitoring of Louisiana's CDBG programs in compliance with the U.S. Department of Housing and Urban Development (HUD) and state laws and regulations;
- Assisted in determining the most efficient and effective approach to long-term monitoring of CDBG programs related to Hurricane Katrina;
- Evaluated the current processes being used by OCD/DRU to monitor CDBG programs;
- Assisted in preparing a transition plan for OCD/DRU to assume long-term monitoring of CDBG programs; and
- Assisted in preparing a long-term monitoring plan to include a recommended tracking and reporting system.

Client: Mississippi Development Authority's (MDA's) Homeowners Assistance Program (HAP), Elevation Grant Program (EGP), Small Rental Assistance Program (SRAP), and Long-Term Workforce Housing Programs
Position: Project Manager of Operations, Team Lead for Stafford Act Compliance and Grant Calculations
Dates: May 2006 – December 2008
Project Description:
Program management and oversight for multiple MDA Disaster Recovery programs, which included the management and oversight of the distribution of federal Community Development Block Grant Disaster Recovery funds for MDA's HAP, SRAP, EGP, and Long-Term Workforce Housing Programs following Hurricane Katrina. CohnReznick also developed systems to evaluate and process applications and award grant funds; implemented grants management systems; established application intake centers; hired and trained more than 300 local Mississippians; ensured compliance with federal and state regulations; and provided a means to track and monitor the program and prevent fraud, waste, and abuse.
Responsibilities:

- Managed operations team responsible for verifying eligibility requirements for more than 2,100 rental assistance applicants, including: title and ownership verification, financial capacity, identity, criminal background checks, multiple program submissions, property status, and owner intent;
- Worked closely with third-party vendors, internal team leads, subcontractors, and client bureau managers to assure the expeditious processing of each application;
- Co-designed a work flow system that automated all work queues for individual eligibility functions and major milestones. This system created a tiered eligibility approach that saved manpower and client expense by assuring that only potentially eligible applicants were actively processed; and
- Managed all quality control, eligibility approval, and final certification functions.

- Developed age-based reporting and targeting systems that ensured expeditious approval and awarding of grants and that due diligence was performed for every grant applicant;
- Assisted in designing and developing 'Uncompensated Loss' program for all applicants that were eligible for grant funds in multiple programs, enabling the disbursal of an additional $60 million in grant funds to homeowners; and
- Pioneered "Dual-Usage" program to enable commercial properties and rental properties that doubled as primary dwellings to be awarded pro-rated HAP grants.



Timothy G. Bender, CPA, PMP

Program Manager – Category 2

Education

- M.B.A., Johns Hopkins University
- M.S., Finance, Johns Hopkins University
- B.S., Business Administration, Villanova University

Certifications

- Certified Public Accountant (CPA)
- Project Management Professional (PMP)

Relevant Qualifications

Mr. Bender has more than 30 years of experience serving federal, state, and local government clients as well as not-for-profit organizations, commercial companies, and investors. Mr. Bender's expertise includes the following services: auditing, policy guidance, program and project management, strategic planning, risk management, and compliance monitoring. Mr. Bender has been responsible for planning and executing financial statement audits, compliance audits, performance audits, contract close-out audits, risk assessments, agreed-upon procedures engagements, grants management, internal control assessments with federal, state, and local government entities.

Project Experience

Client: Office of the Special Inspector General for Afghanistan Reconstruction (SIGAR)
Position: Engagement Partner | **Dates:** December 2018 – Present
Project Description:
CohnReznick conducts financial closeout audits of costs incurred by entities contracted by the U.S. government to help reconstruct Afghanistan.
Responsibilities:

1) Coordinates with our team to meet the workload needs, while ensuring a seamless integration with the team;
2) Provides program oversight and supervise the team to ensure that all deliverables and deadlines are met;
3) Serves as primary point of contact for contract administration and supervise all technical and administrative work performed under the contract;
4) Ensures that all project areas are integrated and coordinated to maximize effectiveness and speed of delivery, while ensuring accuracy; and
5) Reviews of all project deliverables for accuracy and quality control.

Client: State of New York Governor's Office of Storm Recovery (GOSR)
Position: Engagement Partner | **Dates:** March 2014 – January 2019
Project Description:

- CohnReznick contracted with HTFC and GOSR to administer the Infrastructure Public Assistance (PA) CDBG Match Program to determine whether the non-federal share of costs associated with the FEMA-eligible Project Worksheets were reimbursable in accordance with the HUD-CDBG requirements.

Responsibilities:

- Overall engagement management, including planning, execution, and reporting;
- Final approval on all deliverables and firm decisions on contractual matters; and
- Leadership and oversight of the entire engagement.

Client: State of Texas, Department of Public Safety (DPS), Texas Division of Emergency Management (TDEM)
Position: Engagement Partner **| Dates:** May 2013 - Present
Project Description:

- Provides oversight, compliance monitoring, and technical support to sub grantees awarded Federal Emergency Management Agency (FEMA) funds for nearly 4,000 Public Assistance and Hazard Mitigation projects.

Responsibilities:

- Overall engagement management, including planning, execution, and reporting;
- Final approval on all deliverables and firm decisions on contractual matters; and
- Leadership and oversight of the entire engagement.

Client: U.S. Agency for International Development (USAID) Afghanistan
Position: Engagement Partner **| Dates:** December 2012 - Present
Project Description:

- Conduct closeout financial audits of USAID/Afghanistan resources managed by contractors working on Afghanistan rebuilding programs; and
- Oversee audit of schedule of costs incurred, internal controls, and compliance with agreement terms and applicable laws and regulations.

Responsibilities:

- Overall engagement management, including planning, execution, and reporting;
- Final approval on all deliverables and firm decisions on contractual matters; and
- Leadership and oversight of the entire engagement.

Client: Metropolitan Washington Airports Authority (MWAA)
Position: Program Manager **| Dates:** April 2012 - Present
Project Description:

- Forensic Accounting, Internal Audit, and Other Consulting Services;
- Provided internal audit and consulting services for matters related to construction, renovation, and operation of Reagan National and Dulles International Airports;
- Provided consulting services for more than 30 matters since 1995, including forensic accounting and auditing on a variety of historical investigative and forensic accounting projects;
- Reviewed, analyzed, and reallocated overhead and direct costs between construction and long-term leasing activity; and
- Analyzed construction costs assuring compliance according to contract terms and conditions.

Responsibilities:

- Providing engagement management services and overseeing work performed by engagement team;
- Developing agreed-upon procedures, reviewing client deliverables, and managing client presentations; and

- Monitoring several internal audits, which have already resulted in recovery of millions of dollars of overpayments to various contractors to date.

Client: Texas Development of Housing and Community Affairs (TDHCA)
Position: Project Manager **| Dates:** March 2011 – August 2011
Project Description:

- Program management and grant distribution;
- Provided program management and oversight of the distribution of more than $200 million in U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds to Texas homeowners that rehabilitated or reconstructed approximately 2,500 homes; and
- Established the policies, processes, and tools needed to determine and validate homeowner eligibility, calculate program benefits amounts, and manage disbursement of funds.

Responsibilities:

- Supported the Program Manager to complete and closeout the project;
- Supervised grant management personnel to ensure full compliance with policies governing the Stafford Act and grant distribution; and
- Established a "360 Degree Monitoring Program" to track performance (i.e., technical, cost, schedule, human resources, customer satisfaction) from all angles and perspectives, to ensure we met TDHCA criteria for performance and quality, while minimizing program risks.

Client: Department of Housing and Urban Development (HUD), Disaster Housing Assistance Program (DHAP – "Ike")
Position: Engagement Partner **| Dates:** August 2010 – February 2012
Project Description:

- Subcontractor to Ofori & Associates providing grantee support;
- Aided a master services contract providing technical assistance to DHAP grantees and systems support; and
- Implemented and reported services under the program for the HUD's Office of Public and Indian Housing in the event of a natural disaster.

Responsibilities:

- Coordinated efforts with DHAP and Ofori to meet deadlines and provide requested assistance; and
- Oversaw the development of Standard Operating Procedures (SOPs), outreach to families and public housing authorities, and assistance to affected individuals.

Client: U.S. Department of Housing and Urban Development (HUD) – "Ginnie Mae"
Position: Program Manager **| Dates:** July 2010 – September 2012
Project Description:

- Contractor Assessment Reviews ("CARS") Program;
- Provided Ginnie Mae with information necessary to determine the adequacy and effectiveness of Bank of New York Melon's (BNYM) internal controls, the adequacy and effectiveness of BNYM's information technology processing and systems controls, and compliance with its contract.
- Assisted Ginnie Mae with determining the overall risk to its MBS programs; gaining valuable insight into BNYM's performance; identifying operational deficiencies; reinforcing contract terms

and policy; improving contract and program compliance; monitoring BNYM's improvements/actions taken in response to findings from compliance reviews; monitoring BNYM's process for billing Ginnie Mae for services performed under the contract; achieving more effective ongoing contactor oversight; and maintaining market confidence.

Responsibilities:

- Verified invoices were submitted in accordance with contract terms;
- Confirmed fees and other charges were in accordance with contractually stipulated rates;
- Confirmed costs were adequately supported by documentation (i.e., invoices, receipts, timesheets, etc.)
- Identified dollar amounts due to Ginnie Mae as a result of erroneous invoicing by the contractor.

Client: U.S. Department of Housing and Urban Development (HUD) Temporary Housing Units (THUs) to Housing Choice Vouchers (HCVs) Program

Position: Engagement Partner **| Dates:** January 2010 – March 2012

Project Description:

- Program management and grant distribution;
- Converted individuals and families from short-term transitional closeout assistance to long-term rental assistance through the DHAP to HCV program;
- In June 2009, Congress appropriated $80 million in tenant-based rental assistance under the Supplemental Appropriations Act for Fiscal Year 2009. Congress provided that the funds be competitively awarded to Public Housing Authorities (PHAs) in areas impacted by Hurricanes Katrina and Rita. More than 10,000 HUD HCVs were awarded to PHAs.

Responsibilities:

- Oversaw CohnReznick' s responses to requests from public housing authorities and families that requested assistance; and
- Reviewed the transition process from short-term assistance to long-term rentals.

Client: U.S. Department of Housing and Urban Development (HUD) – Disaster Housing Assistance Program (DHAP – "Katrina")

Position: Project Manager **| Dates:** December 2007 – December 2009

Project Description:

- Staff augmentation, compliance, monitoring/oversight, and project management;
- Managed oversight and administration of DHAP, the project between HUD and FEMA that resulted from Hurricane Katrina aftermath;
- Administered information systems linkage between separate databases, developing standardized reports for HUD, FEMA, and the public;
- Coordinating efforts of 40 CohnReznick professionals to assist PHAs affected by Katrina; and
- Assisted HUD in implementing the Housing Choice Voucher conversion initiative and the Transitional Closeout Plan.

Responsibilities:

- Supervised the development and dissemination of program information to stakeholders of HUD-DHAP, which provided housing vouchers to nearly 40,000 tenants displaced by Hurricanes Katrina and Rita through a network of 350 participating public housing authorities;
- Coordinated collection, management, and distribution of tenant information; and

- Implemented disaster-related information systems while performing quality control over reporting.

Client: 800 MHz Transition Administrator – Federal Communications Commission (FCC)
Position: Concurring Partner **| Dates:** October 2007 – June 2017
Project Description:

- Financial Statement Audit, including evaluations over the design and operating effectiveness of internal controls and compliance with relevant laws and regulations;
- Conducted GAGAS financial statement audits of the Sprint Corporation's (Sprint) 800 MHz-related expenses in accordance with FCC regulatory guidance, including audits of the 800 MHz Reconfiguration Program Expenditures, 800 MHz Incumbent Reconfiguration Costs; Sprint Nextel Internal Relocation Costs; Letter of Credit Fees; and the 800 MHz Transition Administrator Fees and Expenses; and
- The 800 MHz Transition Administrator LLC was responsible for the oversight of the reconfiguration of the 800 MHz band, as mandated by the FCC.

Responsibilities:

- Overall engagement management, including planning, execution, and reporting;
- Final approval on all deliverables and firm decisions on contractual matters; and
- Leadership and oversight of the entire engagement.

Client: Mississippi Development Authority (MDA)
Position: Service Center Manager/Program Manager **| Dates:** February 2006 – December 2008
Project Description:

- Managed and oversaw the distribution of more than $2.5 billion of federal block grant disaster recovery funds for multiple MDA Disaster Recovery programs including the seamless integration of HUD, FEMA, Small Business Administration (SBA), and state policy requirements; and
- Developed procedures to evaluate and process applications and award grant funds; implemented grants management systems; established application intake centers; hired and trained more than 300 local Mississippians; ensured compliance with federal and state regulations; and provided a means to track and monitor the program and prevent fraud, waste, and abuse.

Responsibilities:

- Developed three full-service, onsite grant application centers on the Gulf Coast of Mississippi after Hurricane Katrina;
- Recruited, screened, hired, trained, and managed more than 250 local residents to operate the centers, identified locations for the centers, obtained physical equipment, developed architectural and logistical floor plans, managed the construction build-outs, and secured the necessary technological resources; and
- Oversaw the closeout program.



Jack A. Callahan, CPA

Program Manager – Category 3

Education

- B.S., Accounting, St. Peter's College

Certifications

- Certified Public Accountant (CPA)

Relevant Qualifications

Jack A. Callahan, CPA, is a partner with CohnReznick and serves as the Firm's Construction Industry Leader. In this role, Jack is responsible for developing a team of accounting, tax, and consulting professionals dedicated to, and experienced in, servicing contractors.

Over his more than 30 years in practice, Jack's deep knowledge and experience in construction accounting, corporate taxation, and business consulting matters have earned him a highly regarded reputation within the construction community. He serves clients in most construction specialties, including: heavy highway, general contractors, construction management, specialty contractors, building trades, and building supply and equipment companies. To best service his clients, he has established outstanding relationships with the major bonding, surety, legal, and banking providers to the industry.

Jack has worked extensively with public agencies and with major construction owners to install successful fiscal and integrity monitoring programs to work to improve the profitability, safety, and integrity of construction programs. He was the company's lead partner on the monitoring and investigative work performed at Ground Zero and at the new World Trade Center Transportation Hub. He has also written several construction-related accounting, tax, and business articles.

Jack joined the Firm in August 2005 after serving as the managing shareholder of a leading private New Jersey accounting firm. He began his career with a national accounting firm in their Hackensack, New Jersey, office and their New York offices. He founded his own firm in 1996, and, as the managing shareholder, Jack built the company into a 16-person accounting and consulting firm focused on serving the needs of the construction industry.

Professional Affiliations

- American Institute of Certified Public Accountants
- Associated General Contractors
- Building Contractors Association
- Construction Financial Management Association
- New Jersey Society of Certified Public Accountants
- New Jersey Subcontractors Association
- Utility Transportation and Contractors Association



Briana Levens, PMP

Project Manager

Education

- M.B.A, Millsaps College
- B.S., Business Administration, Millsaps College

Certification

- Certified Project Management Professional (PMP)

Relevant Qualifications

Ms. Levens has nearly fourteen years of project management, program implementation and grant administration experience. Most recently, Ms. Levens has provided project management services to support our Texas Division of Emergency Management (TDEM) engagement, where she is responsible for managing the budgets, fee calculations, and activity reporting for over 9300 projects and nearly 80 staff.

She also currently serves on the Project Management Office several multi-million dollar blanket purchase agreements including the Department of Energy ($90M award value) and Center for Medicare and Medicaid Services ($5.5M award value), coordinating with fourteen field offices and over two hundred staff to successfully execute over 325 contract audits to-date. Ms. Levens has extensive risk assessment and integrity monitoring experience, including providing integrity monitoring services to the State of New Jersey's Department of Community Affairs, Sandy Recovery Division (NJ DCA-SRD) in the aftermath of Superstorm Sandy.

Ms. Levens also aided the State of Louisiana's Office of Community Development, Disaster Recovery Unit (OCD-DRU) with developing and implementing compliance monitoring plans to ensure regulatory requirements are met for more than $10 billion in federally funding projects. She also performs programmatic assessments and provides process improvement recommendations for the Louisiana Housing Corporation's (LHC's) operational departments. Ms. Levens' efforts have resulted in the successful implementation of processes and tools designed to reduce gaps in processes, duplicative efforts, and defective operational functions.

PROJECT EXPERIENCE

Client: Texas Division of Emergency Management
Position: PMO Senior Manager | **Dates:** March 2018 - Present
Project Description:

- CohnReznick is currently engaged with the State of Texas to administer the State's FEMA Disaster Recovery Grant Programs.

Responsibilities:

- Provide project management services to support the team of nearly 80 staff providing operational assistance to the State's over 1500 grant recipients.
- Coordinate budgeting, reporting and invoicing of over 9,300 Public Assistance, Hazard Mitigation, Fire Mitigation, and Pre-Disaster Mitigation Projects.
- Coordinate process improvement activities to promote efficiency in the administration of the disaster recovery programs.

Client: U.S. Department of Energy
Position: Manager **| Dates:** June 2015 – Present
Project Description:

- CohnReznick is currently engaged under a Blanket Purchase Agreement with the U.S. Department of Energy to provide various contract audit services to its field offices.

Responsibilities:

- Provide project management services covering 14 field offices and nearly 300 audits;
- Develop work plans, budgets, and staffing assignments for the following types of audits:
  - Proposal and Incurred Cost Audits to evaluate the reasonableness, allowability and allocability of direct and indirect costs;
  - Accounting and Estimating System Audits;
  - Disclosure Statement Audits; and
  - Internal controls audits; and
  - Evaluation of compliance with contractual requirements, laws and regulations.
- Monitor audit budgets and coordinate required modifications; and
- Coordinate reporting and deliverable preparation and review.

Client: National Fish and Wildlife Foundation
Position: Project Manager **| Dates:** September 2016 – December 2018
Project Description:

- In early 2013, a U.S. District Court approved two plea agreements resolving certain criminal cases against BP and Transocean which arose from the 2010 Deepwater Horizon explosion and oil spill. The agreements direct a total of $2.544 billion to the National Fish and Wildlife Foundation (NFWF) to fund projects benefiting the natural resources of the Gulf Coast that were impacted by the spill, administered through the Gulf Environment Benefit Fund.
- CohnReznick provides co-sourced internal audit services to establish and implement an internal audit program to substantiate that the expenditures were made as claimed and to verify that these expenditures were within the scope of the project and identifiable in the budget.

Responsibilities:

- Design and implement an audit program to substantiate allowability and allocability of expenditures
- Coordinate with NFWF to execute expenditure reviews for six pilot projects, totaling $158 million in expenditures
- Analyze 100% of the requests for reimbursement submitted to NFWF for the pilot projects
- Review NFWF funding agreements, recipient contracts, and supporting documentation
- Conduct site visits at the recipients' locations
- Execute test sheets to document internal controls and verify salary/benefits, equipment, materials, supplies, travel, printing, contractual and indirect costs
- Prepare reports to summarize results, which were submitted to the NFWF Senior Management and Audit Committee

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Client: State of New Jersey Department of Community Affairs- Sandy Recovery Division (NJ DCA-SRD)

Position: Project Manager **| Dates:** November 2013 – June 2015
Project Description:

- CohnReznick was contracted by the NJ DCA-SRD to provide integrity monitoring oversight of $1.83 billion in Community Development Block Grant Disaster Recovery (CDBG-DR) housing, economic development, and planning and infrastructure programs.

Responsibilities:

- Assisted with the development of a Comprehensive Compliance, Monitoring, and Fraud Prevention Plan that outlined CohnReznick's integrity monitoring approach for verifying compliance, detecting misconduct, and promoting best practices in the administration of Superstorm Sandy recovery and rebuilding projects;
- Assisted with the design of a Program Risk Assessment to evaluate programs based on targeted risk criteria to identify high risk programs and prioritize monitoring efforts;
- Conducted semi-annual risk assessments of NJ DCA-SRD's programs; and
- Performed integrity oversight monitoring of multiple CDBG-DR programs, including: performed walkthroughs of operational processes; developed and executed test plans to compare regulatory requirements and policies to implemented processes; reported observations; and provided recommendations for improvement.

Client: Louisiana Housing Corporation (LHC) Staffing Assessment/ Process Improvement Services
Position: Manager **| Dates:** March 2013 – June 2015
Project Description:

- CohnReznick is currently contracted by LHC to provide technical assistance and subject matter expertise to assist LHC in maximizing staff resources and developing a system for the efficient delivery of LHC's programs and services.

Responsibilities:

- Engagement planning and monitoring, client communication, client deliverables, and ensuring programs are compliant with contract requirements and are completed on time and on budget;
- Engaging in hands-on assessment of the LHC Asset Management Department processes;
- Conducting interviews with key staff and reviewing documented processes to understand current processes;
- Drafting reports to summarize the results of the interviews and provide recommendations for process improvement, which include examples of proposed organizational structure changes, process flows, and templates;
- Working with LHC management to determine improvement priorities and feasibility of implementation of process improvement recommendations; and
- Coordinate the development of business system requirements and implementation of Louisiana Housing Corporation's Online Application System utilized to process over 100 applications and $20 million in Low-Income Housing Tax Credit, HOME, Mortgage Revenue Bond, and/or CDBG awards.
- Implement LHC's Online Application by developing policy manuals and user guides, and conducting testing, pilots, and internal and external training.



Amanda Rice Gibbs, CPA

Project Manager

Education

- M.S., Accounting and Information Systems, Middle Tennessee State University
- B.S., Accounting, Randolph Macon College

Certification

- Certified Public Accountant (CPA)

Relevant Qualifications

Ms. Gibbs has more than 15 years of government and commercial audit and accounting experience. Specifically, her experience includes budgeting and forecasting, internal controls, regulatory compliance, and financial and management reporting. She has comprehensive knowledge of accounting standards, as well as extensive audit knowledge through performing tests of internal controls and testing compliance with laws and regulations. She has strong knowledge of GAAP, GAGAS, GAAS, and thorough experience with corporate and federal accounting.

Ms. Gibbs also performs internal audit projects under the direction of audit committees, such as business process analysis, due diligence, policy analysis, contract assurance, and operational/organizational risk assessments. She has a strong technical background, as well as the ability to effectively accomplish objectives through the facilitation of various groups within all levels of an organization.

Project Experience

Client: Department of Housing and Urban Development (HUD) - Government National Mortgage Association (Ginnie Mae) – Mortgage Back Securities (MBS) Program
Position: Director/Final Reviewer | **Dates:** June 2017 - Present
Project Description:

- CohnReznick provides professional financial services required to complete the annual reviews of Issuer financial statement packages for Ginnie Mae.

Responsibilities:

- Provide more in-depth financial analysis of an applicant Issuer's financial statement packages to Ginnie Mae;
- Provide technical assistance in assessing the overall financial viability of Issuers;
- Assess and analyze accounting industry changes and their potential impact on Ginnie Mae issuers including notifying Ginnie Mae of pertinent developments in AICPA rules and guidance or accounting trends that may necessitate changes to HUD and other manuals.

Client: U.S. Department of Energy (DOE)
Position: Manager | **Dates:** May 2015 – Present
Project Description:

- CohnReznick is providing a variety of audit (including business systems, CAS disclosure statement, incurred cost, project verification, forward-pricing, billing-rate and proposal) and examination services over funds managed by DOE contractors.

- Audits are conducted in accordance with GAGAS and include evaluations of contractor's design and operating effectiveness of internal controls and compliance with contractual terms and applicable laws and regulations.

Responsibilities:

- Design and perform audit procedures, including risk assessments, using a risk-based approach to test significant criteria identified during risk assessments;
- Manage fieldwork, which includes oversight of audit procedures being performed, evaluation of prior audits and corresponding results, analyzing work papers, evaluating internal controls and the contractor's compliance with contractual and regulatory requirements;
- Prepare and issue final audit reports, inclusive of the audit results, findings and recommendations, audit opinion and reports on internal controls and compliance with laws and regulations; and
- Report directly to DOE and contractor management.

Client: U.S. Agency for International Development (USAID) Afghanistan

Position: Project Manager **| Dates:** December 2012 – Present

Project Description:

- Conducting closeout financial audits of USAID Afghanistan resources managed by contractors working on Afghanistan rebuilding programs.
- Project objectives include financial audits, in accordance with GAGAS, and assessments/reporting on the design and operating effectiveness of internal controls and compliance with contract terms and applicable laws and regulations.

Responsibilities:

- Design and perform audit procedures, including risk assessments, using a risk-based approach to test significant criteria identified during risk assessments;
- Manage fieldwork, which includes oversight of audit procedures being performed, evaluation of prior audits and corresponding results, analyzing work papers, evaluating internal controls and the contractor's compliance with contractual and regulatory requirements;
- Prepare and issue final audit report, inclusive of the audit results, findings and recommendations, audit opinion and reports on internal controls and compliance with laws and regulations; and
- Report directly to USAID and Auditee management.

Client: Federal Housing Finance Agency Office of Inspector General (FHFA-OIG)

Position: Project Manager **| Dates:** April 2013 – May 2014

Project Description:

- Conducted a performance audit to assess FHFA's oversight of Fannie Mae's Mortgage Insurance (MI) claims process and the effectiveness of its internal controls and Fannie Mae's and its servicers' compliance with MI standards.

Responsibilities:

- Designed and performed audit procedures, including risk assessments, using a risk-based approach to test significant criteria identified during risk assessments;
- Managed fieldwork, which included review over policies and procedures, evaluation of prior internal audits and corresponding results, analyzing work papers, testing internal controls, and conducting risk assessments;

- Prepared and issued final report on the revision or addition of internal control procedures that could improve the quality of FHFA's oversight over Fannie Mae's compliance with MI standards; and
- Reported directly to Fannie Mae, FHFA and FHFA-OIG leadership.

Project Description:

Client: Metropolitan Washington Airports Authority (MWAA)

Position: Senior Manager **| Dates:** April 2012 – Present

Project Description:

- Forensic Accounting, Internal Audit, and Other Consulting Services; and
- Providing audit and consulting services to MWAA for various projects related to the development, management, and operations of Washington Dulles International Airport and Ronald Reagan Washington National Airport including reviewing, analyzing and re-allocating overhead and direct cost allocations; analyzing construction costs and change orders; and providing MWAA's attorneys with detailed financial analysis and litigation support services.

Responsibilities:

- Develop procedures to test significant and agreed-upon criteria;
- Manage fieldwork, which includes review over policies and procedures, evaluation of prior internal audits and corresponding results, analyzing work papers, testing internal controls, and conducting risk assessments; and
- Prepare final audit or consulting reports and present directly to MWAA and contractor leadership.

Client: 800 MHz Transition Administrator – Federal Communications Commission (FCC)

Position: Senior Manager **| Dates:** October 2006 – Present

Project Description:

- Financial Statement Audit, including evaluations over the design and operating effectiveness of internal controls and compliance with relevant laws and regulations;
- Conducting GAGAS financial statement audits of the Sprint Corporation's (Sprint) 800 MHz-related expenses in accordance with FCC regulatory guidance, including audits of the 800 MHz Reconfiguration Program Expenditures, 800 MHz Incumbent Reconfiguration Costs; Sprint Nextel Internal Relocation Costs; Letter of Credit Fees; and the 800 MHz Transition Administrator Fees and Expenses; and
- CohnReznick is a client of the 800 MHz Transition Administrator LLC, who is responsible for the oversight of the reconfiguration of the 800 MHz band, as mandated by the FCC.

Responsibilities:

- Supervises the audit team's performance of tests of controls, substantive procedures, and compliance with applicable laws and regulations;
- Plans audit scope and develops audit methodologies using a risk and control-based audit approach;
- Manages fieldwork, including the review over policies and procedures, evaluation of prior internal audits and corresponding results, analyzing work papers, and conducting risk assessments;
- Prepares audit reports, including analyses of audit findings and recommendations; and
- Reports directly to Sprint management and the 800 MHz Reconfiguration Program's Audit Committee.



Carolyn Newcomb, CPA, CFE

Project Manager

Education

- Bachelor of Science, Accounting, University of Richmond

Certification

- Certified Public Accountant (CPA)
- Certified Fraud Examiner (CFE)

Relevant Qualifications

With more than 20 years of accounting experience, Ms. Newcomb specializes in providing assurance services, financial advisory services and contract compliance services to the construction community. Her construction expertise includes serving clients in the heavy construction sector, environmental services industry, and in the building trades. Specific qualifications include:

- Reconstructing the financial activities associated with construction projects
- Supervising the actions of staff accountants performing activities, including:
  - Prevailing wage/certified payroll reviews
  - Examination of requisitions
  - Change order monitoring
- Analyzing of performance to bid specifications and contractual agreements
- Providing Integrity Oversight Monitoring services

Project Experience

Client: NJ Transit Emergency Operations Center
Position: Manager | **Dates:** June 2015 – Present
Project Description:

- CohnReznick was engaged in 2015 by NJ Transit to perform fiscal and integrity monitoring services for the construction of a $10 Million Emergency Operations Center within NJ Transit's General Office Building in Maplewood, NJ. As part of this engagement, CohnReznick monitors for fraud, waste and abuse in several key areas which include Procurement, Disadvantaged Business Enterprise (DBE), and Change Orders among others. Procedures include conducting on-site interviews and reviews of contractor bidding documentation, discussions with DBE principals and inspection of DBE facilities and testing change order payment applications, reviewing cash disbursements, and analyzing payroll hours, among other procedures.

Responsibilities:

- Provided Fiscal and integrity monitoring services
- Developed work plan for the monitoring of fraud, waste and abuse in key risk areas such as Procurement, DBE compliance, and Change orders

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Client: Office of the Inspector General of the Port Authority of NY & NJ
Position: Manager | **Dates:** August 2015 – Present
Project Description:

- CohnReznick was engaged in 2015 by the Office of the Inspector General of the Port Authority of NY & NJ to perform expert integrity monitoring services of the $2+ Billion construction of the LaGuardia Airport Redevelopment Program – Central Terminal Replacement Project over a seven-year period. As part of this engagement, CohnReznick develops, implements and monitors policies and procedures to ensure compliance with relevant laws and regulations and to deter and uncover unethical and illegal conduct. As part of this work, CohnReznick conducts on-site reviews of contractor performance to contract tasks and reviews payment requisitions, including certified payrolls, among other procedures.

Responsibilities:

- Provide fiscal and integrity monitoring services
- Oversee staff activities related to the performance of pay application reviews, certified payroll reviews, procurement and Minority and Women Owned Business Enterprises (M/WBE) reviews; and
- Observe, participate and report on various project meetings

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Client: Columbia University

Position: Manager **| Dates:** July 2015 – Present

Project Description:

CohnReznick has been engaged to provide construction audit-related services to Columbia University since July 2015. Most recently, we served the Columbia University Office of Internal Audit as an advisory accountant to review the billings related to excavation and foundation work associated with the Central Below Grade Facility on the Manhattanville campus. This Facility work allowed for the future development of academic and research facilities. This phase of work also permitted the extension of energy plant infrastructure, utilities and telecommunications. The scope of our work consisted of testing payment requisition packages submitted by the prime contractor to the construction manager as well as reviewing select change order submittals related to the $59M excavation contract and the $75M foundation contract. Items reviewed included labor rates and hours, material and equipment costs as well as soil hauling and disposal.

We also assisted the Office of Internal Audit in reviewing the billings related to the University's construction project to erect its Medical Graduate Education Building, subsequently renamed the Vagelos Education Center, a new 14-story, 107,000 square foot building in New York City. The scope of work was two-fold; the first being an assessment of the payment requisition packages submitted to Columbia University, the second being an analysis of project change order submittals under the $91M Guaranteed Maximum Price (GMP) contract. The costs reviewed included those of the University's Construction Manager for the project, as well as the project subcontractors.

Responsibilities:

- Provide construction audit services
- Oversee staff testing of construction payment requisitions and change orders
- Observe and report on issues identified and related recommendations
- Participate in meetings with stakeholders

Client: New Jersey Department of Community Affairs Sandy Recovery Division

Position: Manager **| Dates:** July 2013 – June 2015

Project Description:

The State of New Jersey's Department of Community Affairs (DCA) established the Sandy Recovery Division (DCA-SRD) to administer its CDBG Disaster Recovery (CDBG-DR) funds through various housing,

economic development, planning, and infrastructure programs. The Integrity Oversight Monitor Act (P.L. 2013, c. 37) was enacted by the State of New Jersey to authorize the deployment of oversight monitors in the implementation of recovery and rebuilding contracts resulting from Superstorm Sandy and other major storms in New Jersey to prevent, detect, and remediate waste, fraud, and abuse. As Integrity Oversight Monitor, we were responsible for working with DCA-SRD to monitor its sub recipients, contractors, and 18 disaster recovery programs to ensure:

- Compliance with federal and state laws, regulations, policies, and contracts
- Operational efficiency and effectiveness
- Financial management/ internal controls efficiency and effectiveness
- Prevention and detection of fraud, waste, and abuse
- Within 90 days of contract execution, CohnReznick conducted preliminary risk assessments of all 18 programs and developed and implemented a comprehensive compliance, monitoring, and fraud prevention plan.

Responsibilities:

- Provided fiscal and integrity monitoring services
- Reviewed DCA policies and procedures for programs monitored
- Observed and reported on related construction manager field visits and recipient meetings
- Tested construction manager payment requisitions

Client: 130 Liberty Street by the Lower Manhattan Development Corporation
Position: Manager **| Dates:** April 2010– July 2011
Project Description:

- J.H. Cohn (now CohnReznick) was retained as a fiscal monitor as part of a monitoring agreement between the City of New York and Thacher Associates LLC. In this role, we oversaw the financial and operating compliance on the $120 million deconstruction of the former Deutsche Bank building at 130 Liberty Street by the Lower Manhattan Development Corporation. This was the latest in a series of ongoing monitoring assignments that have spanned 10 years since Ground zero clean-up began.

Responsibilities:

- Provided fiscal and integrity monitoring services
- Monitored and investigated the operating and financial practices of the General Contractor and its subcontractors, employees, consultants, suppliers, vendors, and others;
- Tested payroll reports, payment requisitions, and all other requests for payment of any kind submitted to the City about the General Contractor's contract to ensure payments are complete, accurate, and truthful;
- Tested requests for reimbursement of expenses submitted for approval by the General Contractor and its subcontractors, employees, suppliers, vendors and others to protect against fraud and illegal or unscrupulous behaviors; and
- Oversaw staff activities with regards to Contractor and Subcontractor reviews, advise as to selection procedures, review requisition packets, supervise on resolution of various issues including union labor, liens and subcontractor payment.

Nacer Boutemine, PE

Project Manager

BNR Engineering

Education

- M.S., Civil Engineering, New Jersey Institute of Technology
- B.S., Civil Engineering, University of Texas, Austin
- B.S., Mechanical Engineering, University of Texas, Austin

Certification

- Professional Engineer (PE) – NJ, NY, IN

Relevant Qualifications

Nacer Boutemine has an extensive experience in the planning, design, construction management, maintenance and program management of highway and bridge projects, as well as urban planning related to construction and inspection of housing and commercial complexes. As project/program manager, he can effectively manage simultaneous complex projects and successfully control the schedule, budget and scope constraints.

Nacer has directed numerous infrastructure master plans, corridor studies, housing projects environmental studies (EIS), value engineering efforts, asset management projects, and construction close-outs. While a consultant for FEMA, Nacer acquired considerable experience in Quality Assessment and Quality Control related to the Validation of numerous projects which Includes thorough reviews of project cost estimates, scope of work, schedule, examination of contractor invoices, material, equipment, labor, contracts, plans and construction methods.

Project Experience

NJ Transit Emergency Operation Center, Maplewood, NJ Integrity Monitoring – 2018

- Conducted an evaluation effort related to the project estimate
- Reviewed the contractor's invoices, schedule of payments
- Ensured the contractor adhered to the plans, specifications
- Reviewed the bid process and contracts
- Conducted a closeout site visit to the EOC and
- Evaluated constructed project against plans and specifications
- Prepared a report discussing the findings of the integrity evaluation

06/2019 – 07/2020
Chenhall/Sedona Company, Davenport, Iowa
Mitigation Specialist (Document Validation Specialist)

Various Infrastructure Projects in New York, Pennsylvania, Minnesota and Wisconsin.

- As a consultant to Chenhall/Sedona Company, I provided support to Federal Emergency Management Agency (FEMA) on disaster response and recovery by way of validating documents and reviewing projects for grant acceptance.
- Projects stem from financial assistance requests due to damages resulting from mostly natural disasters and include but not limited to emergency debris removal, roads and bridges, buildings and structures, and waterways.

- The process involves a thorough investigation of the various stages of Public Assistance from becoming eligible to obligation of funds while gathering and organizing data that would verify the request.
- The Validation effort included Quality Assessment and Quality Control related to the Validation of numerous projects which required thorough reviews of project cost estimates, scope of work, schedule, examination of contractor invoices, material, equipment, labor, contracts, construction methods and plans.

US Virgin Islands, Disaster Response, Recovery, and Emergency Management 03/2018 to 07/2018
In the aftermath of hurricanes Maria and Irma, I was deployed to St. Croix along a team of professional engineers to advise/assist the Department of Public Works with solutions related to the damage caused to the roads, bridges and buildings.

- Conducted an inventory and inspection of all roads and bridges in the network, using GPS and GIS
- Prepared condition assessment reports which described deficiencies, remediations measures, conceptual plans, cost estimates and construction schedules.
- Advised the DPW leadership and engineers on the strategies related to construction program, scope of work, conceptual plans, estimates, maintenance and protection of traffic, safety, project management and contracts.
- Prepared a GIS asset management plan for efficiently managing the infrastructure construction program
- Used the latest RS Means Updates adapted to local conditions.

Western Region Municipality, Abu Dhabi, 06/2008 – 08/2012
As road infrastructure manager, I supervised the planning, design and construction of a series of highways, bridges and local roads. I ensured that the projects were constructed according to plans, specifications and allocated budget. I Performed Quality Assurance/Quality Control and Integrity Monitoring related to the contractor invoices, contracts, schedule of payments and work orders requests. Conducted the close-out effort to ensure the projects were built according to plans, specifications and cost estimates.



John Checchio

Project Manager

BRINKERHOFF ENVIRONMENTAL SERVICES, INC.

Education

- M.S., Environmental Science, New Jersey Institute of Technology, 1991
- B.S., Civil Engineering, New Jersey Institute of Technology, 1981
- A.A.S., Civil/Environmental Engineering, Union County Technical Institute, 1978

Registrations and Professional Certifications

- American Society of Civil Engineers
- Hazardous Materials Control Research Institute
- Water Pollution Control Federation
- NJDEP Licensed Subsurface Evaluator, No. 0010198

Relevant Qualifications

Mr. Checchio is a Civil Engineer/Environmental Scientist with over 30 years of experience managing Civil and environmental engineering projects, which include environmental data review, regulatory analysis, Phase I/II investigations, groundwater investigations and remediation, environmental assessments, feasibility studies, integrity monitoring, preparation of bid specifications, and underground storage tank (UST) management for industrial and residential projects. Mr. Checchio's experience includes the analysis of cost-effective solutions for wastewater treatment, soil and groundwater contamination investigations and remediation, and closure of industrial sites containing various hazardous materials including petroleum hydrocarbons, volatile organics, and polychlorinated biphenyls (PCBs). Mr. Checchio has also been the Project Director for several industrial building decontaminations and projects involving the design and implementation of soil washing, thermal desorption, vacuum extraction, and bio-remediation technologies. Examples are provided below.

Project Experience

Environmental Integrity Monitoring

Professional Integrity Monitoring Services, Environmental Risks, World Trade Center (WTC): Mr. Checchio manages the project led by Guidepost Solutions LLC (Guidepost), retained by the Port Authority of NY and NJ (PANYNJ) to provide the environmental aspects of Professional Integrity Monitoring Services for the Vehicle Security Center, Parking Facility and Roadway Projects at the WTC site in New York City, New York. Mr. Checchio's primary role in managing this project is to identify potential environmental risks associated with the project.

Professional Integrity Monitoring Services, PANYNJ, Goethals Bridge Replacement Project, Staten Island, NY: Mr. Checchio manages the project led by Guidepost Solutions LLC, retained by the Port Authority of New York and New Jersey to Professional Integrity Monitoring in the Design and Construction phase of the Goethals Bridge Replacement Project. Mr. Checchio's primary role in managing this project is to monitor adherence to the contract documents and evaluate potential environmental risks associated with waste stream management at the project site.

Professional Integrity Monitoring Services, Environmental Risks, Lincoln Tunnel Approach Project (LTAP): Mr. Checchio manages the project led by Guidepost Solutions LLC (Guidepost), retained by the New Jersey Department of Transportation (NJDOT) to provide the environmental aspects of Professional Integrity Monitoring Services for the construction of the Route 7 Wittpenn Bridge approach to the Lincoln tunnel. Mr. Checchio's primary role in managing this project is to identify potential environmental risks associated with the project.

Professional Integrity Monitoring Services, Contractor Oversight, Former Camp Evans Facility: Mr. Checchio managed the project retained by the Brookdale Community College (BCC) for the oversight of building demolition and soil remediation contractors at the former Camp Evans Facility in Wall Township, NJ. Mr. Checchio's primary role in managing this project was to identify potential environmental risks and monitor adherence to the contract documents associated with the project.

Brownfield and Portfields Redevelopment

City of Newark Portfields Study, Newark, NJ: Brinkerhoff conducted environmental work as part of a Project Team for the Newark Portfields Study requested by PANYNJ. The study was performed to evaluate the redevelopment constraints on three (3) mixed-used properties within the Port Area being considered for warehouse and manufacturing purposes. The properties evaluated were large tracts varying in size from 25 to 50 acres that were formerly used for chemical processing, municipal landfills, industrial processing, and drum storage and disposal. Brinkerhoff portion of the team effort was to conduct environmental assessments of the property for regulatory compliance, including environmental assessments, wetlands, and land use.

Environmental Investigation and Remediation

Former Plastics Manufacturing Company, Lodi, NJ: Mr. Checchio was retained by the property owner to further investigate several Areas of Concern (AOCs) associated with the historic operations of a former plastics manufacturing company located in Lodi, NJ. The investigation and remedial actions conducted to date have been performed under the approval and oversight of the NJDEP.

Evidence of buried drums was discovered during an UST investigation previously conducted at the site. Subsequently, Brinkerhoff conducted a geophysical investigation and several anomalies were detected in the open area north of the site building. In order to further evaluate the findings of the geophysical investigation, a test pit investigation was conducted and the presence of buried drum remnants was confirmed. A groundwater investigation was performed, which indicated that metals including lead, cadmium, arsenic, chromium and barium, volatile organic compounds (VOCs) including benzene and 2-butanone (also known as methyl ethyl ketone [MEK]), and several semi-volatile organic compounds (SVOCs) were detected in the groundwater at concentrations exceeding the applicable NJDEP Class II-A Groundwater Quality Standards (GWQS).

Remedial activities began at the site with excavation of approximately 600 drum remnants and removal of approximately 2,200 gallons of impacted groundwater. Brinkerhoff continued remediation activities in the buried drum area with the removal of drums for disposal as hazardous waste and the collection of additional soil and groundwater samples. Laboratory analysis of soil samples revealed the presence of VOCs, SVOCs, and PP Metals above the NJDEP Impact to Groundwater Soil Cleanup Criteria (IGWSCC). Based on historic operations and the laboratory analytical results, MEK and Bis(2-ethylhexyl)phthalate

(BEHP) were considered the primary contaminants of concern at the site. Several other contaminants, including copper, arsenic, antimony and lead, were noted above applicable NJDEP Soil Cleanup Criteria (SCC).

Additional soil samples were collected to further evaluate several AOCs and several monitoring wells were installed and sampled across the Site. To date, Brinkerhoff has continued remedial investigations at the subject property, including soil borings, installation off-site groundwater monitoring wells and completed indoor air quality investigations on and off the site and is currently preparing a Remedial Action Workplan to address soil and groundwater contamination.

Former Textile Processing Facility, Union City, NJ: Mr. Checchio was retained by the property owner to further investigate several AOCs associated with the historic operations of a textile processing facility located in Union City, NJ, which had been in operation for over 50 years. The investigation and remedial action activities conducted to date have been performed under the approval and oversight of the NJDEP.

VOCs, including benzene, carbon tetrachloride, chlorobenzene, 1,4-dichlorobenzene, 1,2,4-trichlorobenzene, cis-1,2-dichloroethene, 1,1-dichloroethene, tert-butyl alcohol, perchloroethylene (PCE), trichloroethylene (TCE), and vinyl chloride, were detected in soil and groundwater at concentrations exceeding the applicable NJDEP Class II-A GQS. Based on the results of the NJDEP required responsible party to submit an Interim Remedial Measures Plan (IRM Plan) to address elevated concentrations of chlorinated volatile organic compounds (CVOCs) in groundwater at the site.

The primary components of the IRM Plan included the installation of additional shallow monitoring wells on-site and off-site, *in-situ* treatment of groundwater via injection of Nanoiron at selected locations within the plume, and the collection of pre-and post-treatment groundwater samples from selected monitoring wells within the treatment area.

The initial phase of the IRM included the injection of 375 pounds of NanoFe Plus™ in the central portion of the plume. The NanoFe Plus™ was injected in a water slurry utilizing GeoProbe™ drilling equipment and a special injection tools. Geochemical parameters and groundwater elevations were periodically monitored and recorded during the injection to evaluate the chemical and physical impacts of the Nanoiron on groundwater within the treatment area.

Significant reductions in PCE concentrations, a decreasing oxygen releasing potential (ORP) into the negative range, and a slight increase in pH was observed during injection, which is indicative of a remedial response typical of Nanoiron remediation. The observations indicate that the injection method was successful in delivering Nanoiron to the treatment zone and that the subsurface geology is amenable to this type of treatment technology. The results of the post injection monitoring conducted to date have demonstrated the ability of injected Nanoiron to reduce the concentrations of the dissolved chlorinated contaminants in groundwater at the site.

Brinkerhoff is currently developing a full scale Remedial Action Plan for the site that will include the use of Nanoiron as part of the site wide remedial strategy for the groundwater at the site.

Gerard K. Frech, CCEP, JD

Subject Matter Expert

Education

- Juris Doctorate (JD), Seton Hall Law School
- B.A., Economics and Psychology, Boston College

Certification

- Certified Corporate Compliance & Ethics Professional (CCEP)
- Certified Fraud Examiner (CFE)

Relevant Qualifications

- Specializes in the design, implementation and execution of integrity monitoring programs for government agencies and construction companies.
- Served as the project manager on several high-profile construction integrity monitorships including: the $4B Redevelopment of LaGuardia Airport, World Trade Center Clean-up, the decontamination and deconstruction of 130 Liberty Street, the Croton Water Treatment Plant, the NYC Rapid Repair Program, the construction of the new Yankee Stadium and several NYC Transit subway projects.
- Assessed, developed and monitored M/W/DBE compliance programs for several major construction companies
- Managed teams of forensic auditors, engineers, investigators, environmental and safety professionals to protect these projects from corruption, fraud, waste, and abuse and assure compliance with legal and contractual obligations.
- Conducted numerous internal corporate fraud investigations in the utility, insurance, oil and gas, textile and construction industries, many resulting in the savings of millions of dollars for project owners.

Other Relevant Experience:

- Skills also include assessing internal controls, identifying risk areas, developing corruption prevention policies and procedures, work plans, budgets, data analytics, reports and presentations, conducting interviews of confidential sources, as well as of corporate personnel at all levels.
- Presented numerous seminars on integrity monitoring and fraud prevention training for various industry groups, clients, monitored organizations and the Columbia University Graduate Program on Construction Management
- Presented seminars on Conducting Internal Investigations for the Internal Audit and Legal Departments of major utility companies.

Work History

- CohnReznick - 2014 - Present
- Thacher Associates, LLC – 2007 – 2014
- StierAnderson – 1990 – 2007
- Frech & Rubin, Esqs – 1986 – 1990
- Kirsten Friedman – 1980 – 1986
- New Jersey Board of Public Utilities – 1979 – 1980



Abby Rollins, CFE, PMP

Subject Matter Expert

Education

- B.B.A, Business Administration and Economics, Millsaps College

Certification

- Certified Fraud Examiner (CFE)
- Certified Project Management Professional (PMP)

Relevant Qualifications

Ms. Rollins, a Director with CohnReznick Government and Public Sector Advisory, has more than fourteen years of experience providing project management, compliance, and oversight consulting services to government clients. Ms. Rollins' past experience includes federally funded disaster recovery programs, including compliance with the Stafford Act and Community Development Block Grant (CDBG) programs. Ms. Rollins has:

- Currently, supports the Texas Division of Emergency Management's efforts to effectively manage public funds and comply with FEMA regulations, policies, and procedures for Hurricane Harvey and 12 other federally declared disasters.
- Provide policy and operational support for disaster recovery programs after Hurricanes Katrina, Rita, Ike, and Sandy to assist homeowners in rebuilding their houses using government funds;
- Conducted Quality Assurance Reviews of Public Housing Authorities (PHAs) in compliance with the American Recovery and Reinvestment Act (ARRA);
- Conducted multiple audits in accordance with U.S. Government Auditing Standards issued by the U.S. Government Accountability Office;
- Conducted engagement planning, client communication, engagement monitoring, audit test work, and draft and final report preparation;
- Provided policy and operational support for CDBG - Disaster Recovery program for federal declared disasters in the state of New York (Hurricanes Lee and Irene, winter storm Nemo, Mohawk flooding, and Superstorm Sandy) to assist local governments and municipalities in recovery efforts using government funds.

Ms. Rollins expertise includes:

- Disaster Recovery and Emergency Management;
- Compliance and internal audits;
- Compliance and Monitoring;
- Project Management;
- Policy and Procedure Development and Documentation; and
- Quality Control and Quality Assurance.

Project Experience

Client: State of Texas, Division of Emergency Management (TDEM)
Position: Project Manager | **Dates:** February 2016 – April 2017, October 2017-Present
Project Description:

- Led by CohnReznick professionals with expertise in disaster recovery grant management, CohnReznick serves as the prime contractor to the Texas Division of Emergency Management for Federal Grant Administration. CohnReznick is responsible for establishing consistent oversight standards, providing proactive technical assistance and communication, centralized data and reporting, and effective quality management protocols and reviewing and improving procedures addressing reimbursements and financial management.

Responsibilities:

- Performed complex grant coordination, financial and programmatic compliance, technical assistance, and administration work to respond, administer, organize, and monitor federally funded disaster grants within the State of Texas;
- Conducted applicant briefings and other outreach and training activities, ensure grant applications were received and processed properly, and monitored both the programmatic and financial aspects of awarded projects;
- Ensured deadlines were met, applications or other documentation were complete and correct before submission to federal authorities, monitoring activities were conducted in accordance with the project-worksheet guidelines, projects were completed within the approved scope of work, and payment requests were promptly and correctly processed;
- Reviewed progress reports, payment requests, and provided guidance and assistance to grant recipients on documentation requirements and resolution of project worksheet-related problems;
- Performed budget monitoring and project site inspections, and document progress and/or completion of projects, causes for delays in project-worksheet completion from established timelines, or deviations from the scope of work to ensure procurement and contracting compliance;
- Evaluated opportunities and requirements to assist local jurisdictions and state agencies in maximizing reimbursement potential;
- Ensured compliance with federal, state and local regulations and ordinances;
- Facilitated communications between sub-grantees, state and federal entities;
- Processed scope changes, time extensions and quarterly reports; and
- Monitored compliance through regular technical assistance, quarterly status reviews, and ongoing monitoring of reimbursement requests.

Client: U.S. Department of Energy

Position: Project Management Office Specialist **| Dates:** April 2017 – October 2017

Project Description:

- CohnReznick is currently engaged under a Blanket Purchase Agreement with the U.S. Department of Energy to provide various audit services to its field offices.

Responsibilities:

- Provide team oversight and coordination of the following activities:
  - Developing work plans and budgets for requested audits;
  - Coordinating with the Contracting Offices, Audit Partners and Managers to maintain communication and track overall progress and audit status;
  - Tracking budget-to-actuals and providing requisite reports to Contracting Offices; and
  - Coordinating subcontractor master agreements and task order activity.
- Participate in requirements definition and implementation of DCAA compliant time entry system; and

- Provide QC and advisory support to PMO, to include schedules, workplans.

Client: State of Texas, Texas Division of Emergency Management (DPS/TDEM)
Position: Grant Administrator **| Dates:** February 2016 – April 2017
Project Description:

- Led by CohnReznick professionals with expertise in disaster recovery grant management, CohnReznick serves as a contractor to the Texas Division of Emergency Management for Federal Grant Administration. CohnReznick is responsible for establishing consistent oversight standards, providing proactive technical assistance and communication, centralized data and reporting, and effective quality management protocols and reviewing and improving procedures addressing reimbursements and financial management.

Responsibilities:

- Performed complex grant coordination, financial and programmatic compliance, technical assistance, and administration work to respond, administer, organize, and monitor federally funded disaster grants within the State of Texas;
- Conducted applicant briefings and other outreach and training activities, ensure grant applications were received and processed properly, and monitored both the programmatic and financial aspects of awarded projects;
- Ensured deadlines were met, applications or other documentation were complete and correct before submission to federal authorities, monitoring activities were conducted in accordance with the project-worksheet guidelines, projects were completed within the approved scope of work, and payment requests were promptly and correctly processed;
- Reviewed progress reports, payment requests, and provided guidance and assistance to grant recipients on documentation requirements and resolution of project worksheet-related problems;
- Performed budget monitoring and project site inspections, and document progress and/or completion of projects, causes for delays in project-worksheet completion from established timelines, or deviations from the scope of work to ensure procurement and contracting compliance;
- Evaluated opportunities and requirements to assist local jurisdictions and state agencies in maximizing reimbursement potential;
- Ensured compliance with federal, state and local regulations and ordinances;
- Facilitated communications between sub-grantees, state and federal entities;
- Processed scope changes, time extensions and quarterly reports; and
- Monitored compliance through regular technical assistance, quarterly status reviews, and ongoing monitoring of reimbursement requests.

Client: New York Governor's Office of Storm Recovery (GOSR)
Position: Project Manager **| Dates:** March 2013 – January 2016
Project Description:

- Assisted GOSR in administering the Infrastructure Public Assistance CDBG Match program, which assists local governments and municipalities in recovery efforts using government funds.
- Reviewed FEMA-eligible Project Worksheets to determine if project costs are eligible to be reimbursed for the non-federal share with U.S. Department of Housing and Urban Development (HUD) -CDBG funding. Review included an evaluation of eligibility funding—per the scope of

work—environmental clearance, procurement, financial/cost management, insurance/duplication of benefits, labor compliance, Section 3, and Civil Rights.

Responsibilities:

- Assisted in overall project management through the development of project plans, identifying and tracking program tasks, documenting issue resolution, and monitoring and communicating reports on daily production to the client;
- Developed and implemented policies and procedures to determine HUD Recovery (CDBG-DR) eligibility that included the ability to track expenditures, store documents, and close out activities; and
- Managed operations team, leading staff responsible for completing day-to-day eligibility reviews and document collection activities.



Rochell Cottingham, PMP, CIA, CISA, CFE, CCSA, CGAP, CRMA

Subject Matter Expert

Education

- B.A., Economics with an emphasis in Business Administration, Tougaloo College

Certifications

- Project Management Professional (PMP)
- Certified Internal Auditor (CIA)
- Certified Information Systems Auditor (CISA)
- Certified Fraud Examiner (CFE)
- Certified in Control Self-Assessment (CCSA)
- Certified Government Auditing Professional (CGAP)
- Certified in Risk Management Assurance (CRMA)

Relevant Qualifications

Mr. Cottingham is a Senior Manager on CohnReznick's efforts to provide comprehensive quality management and grant compliance monitoring services to the Louisiana Office of Community Development/Disaster Recovery Unit (OCD/DRU) and the Cancer Prevention and Research Institute of Texas (CPRIT). The State of Louisiana was allocated $1.7B in HUD CDBG funding in response to the Great Floods of 2016. OCD/DRU is the State agency responsible for managing funds for the Restore Louisiana Program. CPRIT is awarding $6 billion in grant funding to various entities across the State of Texas to support cancer research, prevention, and product development. Mr. Cottingham is also providing audit support to the New York Governor's Office of Storm Recovery (GOSR) and the Texas Water Development Board (TWDB). Before Mr. Cottingham's current assignments, he managed an audit engagement for the City of New Orleans (CNO) and was integral in the development and testing of compliance processes and checklists for the Louisiana Office of Community Development/Disaster Recovery Unit (OCD/DRU) and the Texas Division of Emergency Management (TDEM) and for providing performance monitoring services to TxDOT in that agency's effort to manage over $25 billion in projects across the state. He was also responsible for managing the design, implementation, and testing of the Louisiana Housing Corporation's Online Application, the OCD/DRU's tracking and reporting system, the Gustav/Ike Online Recovery System (GIOS), and the Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) Hazard Mitigation Grant Program system. Mr. Cottingham has over 25 years of experience in the areas of audit, compliance, performance monitoring, revenue assurance, quality assurance, fraud prevention and detection, risk management, system development, and project management.

PROJECT EXPERIENCE

Client: New York Governor's Office of Storm Recovery (GOSR) — Internal Audit – Program Compliance Audit
Position: Project Manager **| Dates:** July 2019 – Present
Project Description:

- CohnReznick is responsible for performing program audits to determine whether specific CDBG programs were administered or are being administered in accordance with applicable federal,

state and local requirements. In addition, services include the detection and prevention of fraud, waste, abuse and/or mismanagement of GOSR funds.

Responsibilities:

- Provide ongoing oversight and monitoring of project execution;
- Provide guidance and support to staff through group and individual work sessions;
- Coordinate with client on project priorities and performance;
- Provide oversight and guidance related to the management and monitoring of project deliverables and performance;
- Coordinate with staff on project activities and schedules;
- Assist in developing audit tools, templates, workflow and other project documents;
- Provide monthly status reporting to client;
- Participate in meetings with client;
- Perform project management and other administrative actions as required.

Client: City of New Orleans (CNO) — Internal Audit – Program Compliance Audit
Position: Project Manager; Subject Matter Expert (SME) **| Dates:** July 2019 – March 2020
Project Description:

- CohnReznick was responsible for providing professional services including internal audit and assessment of the City of New Orleans' internal control systems for all departments that utilize HUD funding for compliance with uniform administrative requirements.

Responsibilities:

- Provide ongoing oversight and monitoring of project execution;
- Provide guidance and support to staff through group and individual work sessions;
- Coordinate with client on project priorities and performance;
- Provide oversight and guidance related to the management and monitoring of project deliverables and performance;
- Coordinate with staff on project activities and schedules;
- Develop AUP tools, templates, workflow and other project documents;
- Provide monthly status reporting to client;
- Participate in meetings with client;
- Perform invoicing and other project management and administrative actions.

Client: State of Louisiana Office of Community Development (OCD) Disaster Recovery Unit (DRU) — Quality Control/Quality Assurance (QA/QC) – Grant Compliance Monitoring
Position: Project Manager; Subject Matter Expert (SME) **| Dates:** April 2017 – Present
Project Description:

- CohnReznick is responsible for assisting in the continued development of policies and procedures that ensure that the Program is operated in an accurate, efficient, effective and accountable manner; testing and reporting that the Program Contractor operates the Program in accordance with the policies and procedures developed for the RESTORE Program, as well as with applicable published Action Plans, including the testing of RESTORE Program processes and sampling applicant files both at the eligibility and construction stages; monitoring and testing procedures to detect fraud, waste and abuse of Program funds; developing and monitoring controls to eliminate duplication of benefits from insurance companies, FEMA, and other sources of funds; developing and executing monitoring procedures to test compliance with federal and State

regulations and compliance with the State's contractual agreements with HUD; assisting in developing and managing internal quality control processes to ensure consistency among a large number of construction contractors; monitoring and evaluating for the compliance the Scope of Work (SOW) and damage estimates as produced through the Xactimate software; and designing and producing reports as required by the RESTORE Program Contractor, OCD-DRU and other stakeholders upon request and approval by OCD-DRU.

Responsibilities:

- Support Program Manager and staff and provide ongoing oversight and monitoring of project execution;
- Provide guidance and support to staff through group and individual work sessions;
- Coordinate with Program Manager in the development and maintenance of project plan;
- Coordinate with client on Program priorities and performance;
- Provide oversight and guidance relates to the management and monitoring of project deliverables and performance;
- Manage performance of annual risk assessments;

Client: Cancer Prevention and Research Institute of Texas (CPRIT) — Grant Compliance Monitoring
Position: Project Manager **|** **Dates:** April 2015 – Present
Project Description:

- CohnReznick is responsible for providing grant monitoring assistance to the Cancer Prevention and Research Institute of Texas (CPRIT). Tasks involve completion of quarterly and annual risk assessments of grant recipients, developing annual monitoring schedules, and performing ongoing monitoring of grant recipients from award through closeout.

Responsibilities:

- Provide ongoing oversight and monitoring of project execution;
- Develop and maintain project plan;
- Identify and address training and technical assistance needs of staff and grantees;
- Manage and monitor project deliverables and performance;
- Develop and monitor project budget;
- Manage performance of quarterly and annual risk assessments;
- Develop annual monitoring schedule;
- Develop monitoring tools, templates, workflow and process documents;
- Develop and maintain training documentation and help guides;
- Provide weekly and monthly status reporting;
- Client coordination, training, and presentations;
- Manage implementation of document management and workflow systems;
- Implement processes to monitor and limit the potential for fraud, waste, and abuse;
- Implement processes to monitor and track the resolution of corrective actions.

Client: Texas Department of Transportation (TxDOT) — Performance Monitoring
Position: Project Manager **|** **Dates:** February 2016 – January 2018
Project Description:

- CohnReznick was responsible for performing project performance reviews and gathering data to determine if documentation requirements had been met for TxDOT projects. The projects were of various sizes, located all around the state of Texas, and in various phases of development.

Responsibilities:

- Provided program management and administration.
- Developed a project-specific review plan and review project records.
- Provided programmatic services including system analysis and performance review support in all state and federal reviews.
- Developed a programmatic QA/QC plan for use by PMs and GECs of SPOs.
- Developed a detailed project schedule and work plan.
- Provided annual program review schedules.
- Conducted meetings with POC and provide agendas and meeting notes.
- Provided programmatic QA/QC plan for record keeping and document control.
- Submitted monthly and quarterly reporting.
- Developed a quality assurance plan (QAP).
- Engaged outside staff to perform assessment of QAP.

Client: Texas Division of Emergency Management (TDEM) — Compliance Monitoring
Position: Compliance Manager **| Dates:** August 2014 – April 2015
Project Description:

- CohnReznick was responsible for providing grant monitoring assistance to the Texas Division of Emergency Management (TDEM). Tasks involved developing methods to ensure completion of work within established timelines and in accordance with prescribed standards; providing reasonable assurance that adequate progress is being made toward achieving the grant's goals; and verifying that federal funds are being expended in accordance with their intended purpose and in accordance with federal grant, procurement, allowability and program guidelines.

Responsibilities:

- Implemented and managed Compliance Monitoring, Quality Management, A-133, Controls and Standards, and Grants Accounting functional areas;
- Worked with staff to develop processes for conducting interviews, completing site visits; performing analyses; and documenting monitoring results in accordance with legal, regulatory, state, and contractual requirements;
- Developed processes for managing the resolution of corrective actions;
- Implemented processes for coordinating with recovery analysts in managing sub-recipient requests and communications;
- Developed templates for preliminary and final reports;
- Developed processes for performing reviews and testing of internal processes; and
- Developed methods for identifying, providing, and tracking technical assistance and training.

Client: Louisiana Housing Corporation (LHC) — System Implementation
Position: Project Manager **| Dates:** August 2014 – April 2015
Project Description:

- CohnReznick was responsible for providing subject matter expertise and assisting the Louisiana Housing Corporation (LHC) in the development and implementation of an online application system for efficient delivery of the Corporation's programs and services.

Responsibilities:

- Coordinated with LHC personnel and developer to finalize business requirements and system mapping;
- Managed user acceptance testing (UAT);
- Monitored system cleanup effort;
- Conducted facilitated work sessions and training workshops; and
- Drafted training and user documentation.

Client: State of New Jersey, Department of Community Affairs – Sandy Recovery Division (NJ DCA-SRD)
Position: Project Manager | **Dates:** June 2013 – July 2014
Project Description:

- CohnReznick was contracted by the NJ DCA-SRD to provide integrity monitoring oversight of $1.83 billion Community Development Block Grant Disaster Recovery (CDBG-DR) housing, economic development, and planning and infrastructure programs.
- Responsibilities included working with DCA-SRD to monitor its sub recipients, contactors, and 18 disaster recovery programs to ensure compliance with federal and state laws, regulations, policies and contracts; operational efficiency and effectiveness; financial management/internal controls efficiency and effectiveness; and prevention and detection of fraud, waste and abuse

Responsibilities:

- Responsibilities included assisting in the planning and design of processes for the prevention, detection, and reporting of fraud, waste and abuse; and
- Provided remote technical assistance as required.



Ronald (Ron) Frazier, JD, PMP

Subject Matter Expert

Education

- B.A. Business Administration, Finance & Spanish, Morehouse College
- J.D., American University, Washington College of Law

Certification

- Certified Project Management Professional (PMP)

Relevant Qualifications

Ronald (Ron) Frazier, JD, PMP, a CohnReznick Senior Manager, has worked in both the public and private sector on many project-based engagements regarding advisory, project management, and contract compliance. He has more than 15 years of providing project management, policy and program compliance, internal audit and integrity monitoring, and advisory consulting to private and public clients including Fortune 100 companies as well as State and Federal agencies; including knowledge of U.S. Government Auditing Standards issued by the Government Accountability Office.

He has performed due diligence, valuation, purchase price allocation and expert testimony preparation over the course of many engagements including projects at FCC, DOJ, GNMA, and HUD. A licensed attorney, Mr. Frazier is currently primarily focused on construction audits and contract compliance related to the datacenter industry.

Project Experience

Client: State of New York Governor's Office of Storm Recovery (GOSR)
Position: Engagement Manager | **Dates:** March 2013 – January 2019
Project Description:

- CohnReznick contracted with HTFC and GOSR to administer the Infrastructure Public Assistance (PA) CDBG Match Program by determining whether the non-federal share of costs associated with the FEMA-eligible Project Worksheets are reimbursable in accordance with the HUD-CDBG requirements.
- Responsibilities:
- Overall engagement management, including planning, execution, and reporting;
- Approval and review on client deliverables and client engagement matters;
- Oversight of contract and program management matters; and
- Management and oversight of task order engagement teams.

Client: Digital Realty Trust (DLR)
Position: Project Leader | **Dates:** October 2010 – Present
Project Description:

- CohnReznick is engaged to provide consulting and accounting services to analyze the monthly pay applications submitted by DLR's general contractors who are providing construction services for various data center projects. CohnReznick Government also serves as advisors for DLR's project managers and support their internal accounting department.

Responsibilities:

- Leads a team to prepare and submit a Memorandum to the Director of Construction, North America which highlights findings, exceptions identified, and conclusions for non-compliant items identified;
- Creates project plans detailing responsibilities, risk management strategies, project deliverables, and kickoff meetings with key stakeholders to ensure common understanding from interested parties;
- Responsible for analysis of project contracts to obtain an understanding of the pertinent terms and conditions to the scope of work and provide an executed checklist for approval of monthly pay applications.

Client: Texas Development of Housing and Community Affairs (TDHCA) Homeowner's Assistance Program (HAP) and Sabine Pass Restoration Program (SPRP)
Position: Consultant **| Dates:** January 2010 – July 2010
Project Description:

- CohnReznick was engaged as a subcontractor in two federal disaster recovery grant programs that were key in helping Texas citizens recover in the aftermath of Hurricanes Katrina, Wilma, and Rita.
- The purpose of these programs was to distribute approximately $200 million in U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funds to Texas homeowners in grants or deferred forgivable loans to rehabilitate or reconstruct their homes.
- These programs were executed under the auspices of the TDHCA HAP and SPRP. The scope of work for the Texas HAP and SPRP program administration included establishing the policies, processes, and tools needed to determine and validate homeowner eligibility; calculation of HAP/SPRP benefit amounts; and management of the disbursement of funds. Accomplishments of the HAP and SPRP included the rehabilitation and reconstructing of approximately 2,500 homes.

Responsibilities:

- Served as a project manager in assistance applications to the Texas Disaster Housing program;
- Implemented changes in the program guidelines; and
- Identified exceptions and risks to the program guidelines.

Client: U.S. Department of Housing and Urban Development (HUD), Disaster Housing Assistance Program (DHAP- "Katrina")
Position: Consultant **| Dates:** September 2009 – December 2009
Project Description:

- In the aftermath of Hurricane Katrina, HUD and the Federal Emergency Management Agency (FEMA) teamed to create DHAP, which provided housing vouchers to nearly 40,000 tenants displaced by Hurricanes Katrina and Rita through a network of 350 participating Public Housing Authorities (PHAs). As the prime contractor, CohnReznick managed the transition from HUD to CohnReznick oversight with minimal impact on tenants and subsequently took ownership of the day-to-day management and administration of the program.
- CohnReznick Government was required to achieve buy-in from a group of diverse stakeholders, including HUD, HUD-Office of the Inspector General, FEMA, local executive directors, field office head staff, and Department of Homeland Security-Office of the Inspector General.

- CohnReznick's responsibilities included administering the linkage of DHAP databases and information to HUD databases and other disaster-related information systems. CohnReznick Government developed standard reports for the DHAP program, which were distributed to the Secretaries of HUD, FEMA, and the public.
- CohnReznick assisted HUD in developing responses to inquiries from Congress and public advocacy groups. Later, to help HUD quickly respond to the impact of Hurricanes Ike and Gustav, CohnReznick brought to bear an additional 20 professionals for the first 90 days. During this critical period, CohnReznick was able to coordinate the efforts of a team of 40 CohnReznick professionals while assisting PHAs that had been affected by the storms to return to operations. As the new administration announced its intention to continue assistance to DHAP families, CohnReznick was able to modify its approaches to help HUD implement the Housing Choice Voucher (HCV) conversion initiative and the Transitional Closeout Plan (TCP).
- The DHAP to HCV Program was a six-month program launched to transition eligible DHAP families into a permanent housing program. Approximately 15,000 families were placed in permanent housing through the DHAP to HCV Program. Congress appropriated $85 million under the Consolidated Security, Disaster Assistance, and Continuing Appropriations Act, 2009 for rental voucher housing assistance payments and administrative fees to provide vouchers for DHAP families. To be eligible for the voucher, the family was required to meet all eligibility requirements for the HCV program, including the income requirements. It was critical that the rental vouchers are made available to those DHAP families that are eligible for the HCV program promptly to make the family's transition to HCV assistance as seamless as possible.

Responsibilities:

- Provided funding analysis and reconciliations for local PHAs and HUD; and
- Responsible for administrative closure of all project resources and documentation of "lessons learned" for the program.

Jeron Rogers, PE

Subject Matter Expert

BNR Engineering

Education

- M.B.A., Centenary College, Shreveport, LA
- B.S., Civil Engineering, University of Texas, Austin

Professional Registrations/Certifications

- Professional Engineer (PE) – NJ, NY, LA, TX, DC, MS

Relevant Qualifications

Jeron Rogers has more than 30 years of experience as a civil/ construction manager. His diverse experience includes structural design of building components such a foundations and roof structures, municipal engineering designs, as well as construction inspection and construction management of infrastructure projects such as buildings, streets, and bridges.

Jeron is an experienced Engineer with a diversified career in Management, Engineering, Planning, Public Works, and consulting arenas in the United States and at the international level. While a Project Engineer, Director for various municipalities in the US, overseas and as consultant for FEMA, in Winchester, VA Jeron acquired considerable experience in Integrity Monitoring, Quality Assessment and Quality Control related to the Validation of numerous projects which includes thorough reviews of project cost estimates, scope of work, schedule, examination of contractor invoices, material, equipment, labor, contracts, plans and construction methods.

Project Experience

Sedona Technologies Government Services **June 2019 – Nov. 2019**

Public Assistance Cost Analyst

Performed Cost estimates utilizing RS Means for Public Assistance Infrastructure and Repair projects. This is to review/validate the various contractor projects related to
Roads, buildings and bridges and to ensure the projects were constructed according to design plans, specifications, safety, planned schedule and allocated budget.

New Jersey Transit, New Emergency Operation Center, Maplewood, NJ **2018**

Performed integrity monitoring to evaluate whether the building project was constructed according to design plans, specifications, safety, planned schedule and allocated budget.

Hurricane Harvey, Houston, TX **2017**

Performed damage inspection and assessment to a series of residential properties. Identified structural solutions, prepared conceptual plans rehabilitation/replacement cost estimates, project schedules. Prepared the design/repair/replacement plans, specifications and project management plans.

Western Region Municipality, Abu Dhabi **June 2008 - Sept 2012**

As infrastructure manager, I supervised the planning, design and construction of an affordable housing complex (300 units). I ensured that the project was constructed according to plans, specifications and

allocated budget. Performed Quality Assurance/Quality Control and examined the contractor invoices, contracts, schedule of payments and work orders requests. Conducted the close-out effort to ensure the project was built according to plans, specifications and cost estimates.

Hurricane Katrina, New Orleans, LA **2005**

Managed the construction site for installing 5,000 trailer houses and related utilities. I verified and made sure that the construction program was progressing according to plans, codes and specifications. Performed construction analytics for examining the contractor invoices and schedules of payments. Coordinated work effort closely with FEMA, elected officials, fire and police departments and various engineering firms and organizations.

Hurricane Rita, New Orleans, LA **2005**

Performed damage inspection and assessment to a series of residential properties. Identified structural solutions, prepared conceptual plans rehabilitation/replacement cost estimates, project schedules. Prepared the design/repair/replacement plans, specifications and project management plans.

Residential/Structural Inspection for HUD, various Locations, LA **2005/Present**

Performed inspections and structural engineering reports related to HUD housing projects. Evaluated that construction was performed according to plans, specifications and planned budget. Prepared reports for either justifying the approval or denial of the constructed project.

Experience on Similar Contracts

The following provides past performance details of our team's experience in successfully executing projects of similar size and scope. The relevancy of the services performed under each of these contracts are listed above under Technical Approach for their respective Category in the RFQ.

Overview of Past Experience				
Client	Period of Performance	Category Relevancy		
		Category 1	Category 2	Category 3
New Jersey Department of Community Affairs	6/2013 – 7/2015	✓	✓	✓
Small Business Association	8/2020 - Present	✓	✓	✓
Massachusetts Emergency Management Agency	4/2020 - Present	✓	✓	✓
New Jersey Transit	6/2015 - Present			✓
Port Authority of New York and New Jersey	8/2015 - Present			✓
Port Authority of New York and New Jersey	6/2014 - Present			✓
Louisiana Office of Community Development, Disaster Recovery Unit	04/2017 - 04/2020; 04/2020 - Present	✓	✓	✓
Texas Division of Emergency Management	06/2013 - 03/2018; 03/2018 - Present	✓	✓	✓
Texas Department of Transportation	02/2016 - 01/2019	✓	✓	
National Fish and Wildlife Fund	07/2018 - 02/2019	✓	✓	
Logistics Management Institute International Association of Machinists	08/2017 - Present	✓	✓	
U.S. Coast Guard	09/2012 - 12/2013	✓	✓	

Descriptions

New Jersey DCA (NJ-DCA): CohnReznick was contracted by the NJ DCA-SRD to provide integrity monitoring oversight of $1.83 billion in Community Development Block Grant Disaster Recovery (CDBG-DR) allocated by HUD. Our team assisted with the development of a comprehensive compliance, monitoring, and fraud prevention plan while promoting best practices in the administration of Superstorm Sandy recovery and rebuilding projects. CohnReznick conducted semi-annual risks assessments, developed policies and procedures, and made recommendations for process improvements on multiple CDBG-DR programs.

As Integrity Oversight Monitor, we were responsible for working with NJ DCA-SRD to monitor its sub recipients, contractors, and 19 disaster recovery programs to ensure:

- Compliance with federal and state laws, regulations, policies and contracts;
- Operational efficiency and effectiveness;
- Financial management/internal controls efficiency and effectiveness; and
- Prevention and detection of fraud, waste, and abuse.

Reference 1: [redacted] **Telephone:** [redacted]
Reference 2: [redacted] **Telephone:** [redacted]

Small Business Association (SBA): Under the direction of SBA's Compliance, Oversight and Reporting Team, CohnReznick supports the prime contractor in providing professional services support for SBA's oversight, compliance, and reporting activities for programs and funds received under the CARES Act. The scope of the 3-year, $100M BPA includes providing Auditing Services; Budget and Financial Management Services; and Management and Financial Consulting, Acquisition and Grants Management Support, and Business Program and Project Management Services.

Reference 1: [redacted], Managing Partner- [redacted] (Prime Contractor) **Telephone:** [redacted]
Reference 2: [redacted], Partner- [redacted] (Prime Contractor) **Telephone:** [redacted]

Massachusetts Emergency Management Agency (MEMA): CohnReznick performs complex grant coordination, financial and programmatic compliance, technical assistance, and administration work to plan, organize, and monitor federally funded disaster grants within the Commonwealth of Massachusetts for **COVID-19**. CohnReznick is responsible for applicant outreach, training, technical assistance, and performing project reviews for over $150M in costs. During this engagement, CohnReznick developed a grant management system solution for MEMA utilizing the Commonwealth's SharePoint platform.

Reference 1: [redacted], Administrative Officer **Telephone:** [redacted]
Reference 2: [redacted], Assistant Director for Mitigation and Recovery **Telephone:** [redacted]



New Jersey Transit (NJ Transit): CohnReznick services include preparing and maintaining a Project-level Fraud Risk Assessment and developing and implementing Integrity Programs. The Fraud Risk Assessment is used to evaluate specific criteria for each risk category to target monitoring efforts for categories identified as high/medium risk. For each risk category, the risk assessment factors are evaluated and the category is assigned a risk rating of high, medium, or low risk. We work collaboratively with NJ TRANSIT to establish monitoring priorities, which may be affected by factors outside of the risk assessment.

The Integrity Programs consist of work programs and procedures that CohnReznick employs to mitigate, minimize and/or identify fraud, waste and abuse for each risk category identified as high/medium risk.

Reference 1: [redacted] – Auditor General **Telephone:** [redacted]
Reference 2: [redacted], Director, Internal Audit **Telephone:** [redacted]



Port Authority of New York and New Jersey (PANYNJ), IOM LaGuardia Airport Redevelopment Program:

The Central Terminal Building (CTB) for LaGuardia Airport (LGA) was last expanded and modernized in the 1990s. For many years, however, the CTB had been operating beyond its capacity and based on current industry standards was functionally inefficient. In 2013 the PANYNJ Board of Commissioners approved the final planning efforts to facilitate the formation of a Public-Private Partnership (P3) that would replace the existing CTB. The LGA Redevelopment Program also includes the redevelopment and construction of vital infrastructure inclusive of roadways, utilities and parking. Subsequent to this, plans for a new central hall to unify the CTB with the rest of the airport were put in place that increased the expected cost of the project to $4.2B.

CohnReznick's integrity monitoring services include ensuring that the entities engaged in the Project comply with relevant laws and regulations. To this end, our scope includes deterring, uncovering and reporting of unethical and illegal conduct to the Port Authority's Office of Inspector General (OIG). Specific tasks include:

- Procedure and Process reviews for identifying and eliminating fraud, waste and abuse
- Design and implement mitigation controls for risks identified
- Records review and compliance of General Contractor and subcontractors
- Forensic review and oversight of Project costs
- Investigations and oversight as needed and directed by PANYNJ OIG

Reference 1: [redacted], Assistant Director, Fraud Prevention **Telephone:** [redacted]
Reference 2: [redacted], Sr. Project Manager **Telephone:** [redacted]



Port Authority of New York and New Jersey (PANYNJ), Professional Audit and Integrity Monitoring Services for Federally Funded Superstorm Sandy Repair and Resiliency Projects: Using task order assignments, CohnReznick continues to provide both audit and integrity monitoring services to the PANYNJ related to projects undertaken following the destruction caused by Superstorm Sandy. Review of the drawdown process related to the grant disbursements and related audits of costs subject to Federal

grant reimbursement requirements were conducted. The monitoring for compliance with relevant laws and regulations as well as for detection of unethical and illegal conduct was commenced for a number of initiatives including:

- Eight construction projects in support of LaGuardia Airport's Flood Mitigation and Storm Resilience Program at an estimated total cost of $30 million. This consisted of Flood protection at the West End Substation and West Field Lighting Vault; construction of Emergency Storm Drainage Outfalls; furnishing, installation and integration of supervisory control and data acquisition system; installation of emergency generators; the replacement of Airfield Lighting Circuits; and the Rehabilitation of Pump Houses #2, #3 and #6.
- Seven projects related to PATH Tunnels E & F infrastructure rehabilitation at an estimated total cost of $108 million.
- Four projects related to restoring PATH facilities functionality at an estimated total construction cost of $53 million. This is comprised of the replacement and reinforcement of escalators and elevators at various locations as well as flood mitigation measures.
- Six construction projects related to PATH substation replacement and rehabilitation at an estimated total cost of $180 million. Included is replacement of Substation #8 & #14, the replacement of open track areas as well as the installation of permanent flood mitigation measures at various locations.

Meetings with stakeholders and on-site investigator visits take place with regularity. Observations, findings, and recommendations were, and continue to be made while performing detailed testing and monitoring.

Reference 1: [redacted], Assistant Director, Fraud Prevention **Telephone:** [redacted]

Reference 2: [redacted], Sr. Project Manager **Telephone:** [redacted]

State of Louisiana, Division of Administration, Office of Community Development, Disaster Recovery Unit (LA OCD/DRU):

CohnReznick was contracted from September 2008 thru July 2014, by OCD-DRU to develop and implement Compliance and Monitoring plans for more than $14.3 billion of CDBG-DR-Programs.

CohnReznick provided project management, project organization, coordination, policy planning, administration and oversight of transition-related activities as the responsibilities of the initial Road Home program contractor were being transitioned to multiple contractors. CohnReznick was tasked with:

- Performing services related to Project Management Office (PMO) functions;
- Organizational assessment and needs analysis of the Homeowner Assistance and Small Rental Programs; defining requirements and drafting RFPs for replacement contractors for these programs;
- Program management and transition administration;
- Communication and team collaboration;
- Quality control and quality assurance;

- Providing onsite support during the transition period overlapping outgoing and incoming contractors; and
- Planning and initial development of long-term monitoring plans for 13 Road Home programs.

CohnReznick also provided functional and technical assistance in the development and implementation of long-term monitoring plans (LTMP) and compliance tools, as well as process improvement functions for Disaster Recovery funded programs for the Louisiana Division of Administration, Office of Community Development, Disaster Recovery Unit (OCD/DRU). Our team's general responsibilities included:

- Long-Term Monitoring Plans and implementation of monitoring activities;
- Process Improvement tasks for: Gustav/Ike Housing system implementation support; road home recovery, recapture, collections assessment; and development of Financial procedures
- Developing and supporting Disaster Recovery CDBG Grantee Administration guidelines;
- Performed Internal Review of Hazard Mitigation Grant Program (HMGP) Business Processes and Security;
- Project Performance Oversight Tracking; and
- File Management/Record Retention.

Reference 1: [redacted], Chief Operating Officer, OCD-DRU **Telephone:** [redacted]
Reference 2: [redacted], Deputy Executive Director, OCD-DRU **Telephone:** [redacted]

Texas Department of Public Safety (DPS), Division of Emergency Management (TDEM): CohnReznick is the Disaster Recovery Compliance Monitor for TDEM and provides various services, including conducting monitoring activities, budget monitoring, evaluating opportunities and requirements to provide technical assistance, and ensuring compliance with federal, state, and local regulations and ordinances. Our team performs complex grant coordination, financial and programmatic compliance, technical assistance, and administration work to plan, organize, and monitor FEMA HMA and PA disaster grants within the State of Texas. In the past two years of the contract, we reviewed and processed payment requests for over $1 billion and provided guidance and assistance to over 1,600 grant subrecipients on documentation requirements. Additionally, we have processed over 6,000 project closeouts through FEMA.

At the onset of the **COVID-19,** CohnReznick held over 300 meetings with Texas subrecipients to support TDEM with COVID-19 planning efforts, resource alignment, and understanding of the full breadth and depth of COVID-19 activities occurring within the state. Through July 2020, CohnReznick has performed 2 CFR 200 compliance testing for over $360M in subrecipient **COVID-19** costs claimed under FEMA Public Assistance.

Reference 1: [redacted], Division Chief – Disaster Finance, Recover, Mitigation and Standards **Telephone:** [redacted]
Reference 2: [redacted], Unit Chief **Telephone:** [redacted]

Texas Department of Transportation (TxDOT): TxDOT received authority to use innovative project delivery methods in 1991, as opposed to the traditional design-bid-build method of procuring and building construction projects. The Strategic Projects Division (SPD) is responsible for the innovative project delivery program. The procurement process culminates in a

Comprehensive Development Agreement with a developer or design build private sector entity. SPD has an approximate $25 billion portfolio of highway projects in the pre-procurement, procurement, design build or operations and maintenance phase. Through proactive partnerships and continual organizational improvement, SPD will work resourcefully to harness the strength of Texas transportation industry for all users of the transportation system by implementing innovative, high impact projects. SPD coordinates with the Federal Highway Administration, various tolling authorities, regional mobility authorities and city and county governments.

The SPD handles programmatic actions as well as the majority of project development (pre-procurement), and procurement. The Strategic Project offices (SPO) are located in Dallas, San Antonio and Houston. SPO's have responsibility in supporting the procurement process and in the design- build and operations and maintenance phases of a project.

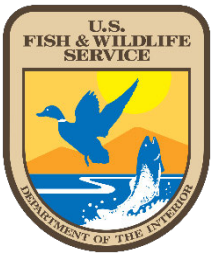
Certain documentation is required for the SPD program and for each project in the various phases of development. The vendor is needed to perform project performance reviews, gathering data to determine if these documentation requirements have been met. The projects will be of various sizes, located all around the state of Texas, and in various phases of development. The project reviews will be performed at the vendor's office as vendor will be given access to electronic files to perform their compliance review and data collection.

As the Project Performance Reviewer, CohnReznick is contracted to complete the following major tasks:

- Provide program management and administration;
- Develop a project-specific review plan and review project records;
- Provide programmatic services including system analysis and performance review support in all state and federal reviews;
- Develop a programmatic QA/QC plan for use by PMs and GECs of SPOs;
- Develop a detailed project schedule and work plan;
- Provide annual program review schedules;
- Conduct meetings with POC and provide agendas and meeting notes;
- Provide programmatic QA/QC plan for record keeping and document control;
- Submit monthly and quarterly reporting;
- Develop a quality assurance plan (QAP); and
- Engage outside staff to perform assessment of QAP.

CohnReznick ensured a successful execution of these tasks by employing a project management strategy, which utilized best practices to monitor the scope of work, budget, and time constraints associated with the project. The strategy employed processes to verify that (1) deliverables were complete, timely, and accurate; (2) budget and resources were utilized in an efficient and effective manner; and (3) monitoring activities were tracked and recorded.

Reference 1: [redacted] **Telephone:** [redacted]
Reference 2: **Telephone:**



U.S. Fish and Wildlife Services: CohnReznick performed agreed-upon procedures to verify whether the information reported by the Trustee in the Statement of Receipts and Expenditures was accurate and in compliance with the documents and guidelines provided by the Department of the Interior (DOI) and any applicable state and federal regulations. CohnReznick performed these procedures and reported all findings related to noncompliance with any provisions of the established restoration agreements or procedures.

To execute the requirements of the project, CohnReznick began by working with DOI management to develop a detailed set of agreed-upon procedures that assisted DOI in:

- Evaluating the accuracy of funds reported on the project(s) Statement of Receipts and Expenditures; and
- Evaluating compliance of DOI and EPA NRDAR fund expenditures with the:
  - Restoration Agreements;
  - Framework for Early Restoration Addressing the Injuries Resulting from the Deepwater Horizon Oil Spill;
  - Project Stipulation Agreement(s) Regarding Early Restoration of Natural Resource Damages;
  - Resolutions signed by the Trustee Council or Trustee Implementation Groups that involve financial approvals or transactions;
  - Trustee Council Standard Operating Procedures for Implementation of the Natural Resource Restoration for the Deepwater Horizon Oil Spill; and
  - Applicable state and federal regulations.

Our team prepared and issued a set of reports for this engagement for DOI. This set included:

- Independent Accountant's report on Applying Agreed Upon Procedures (in accordance with GAGAS), including:
  - A list of the procedures performed; and
  - Related findings
- Consultant's Report on Observations and Recommendations

An Exit Conference was held with DOI to discuss the results of the procedures performed, observations, and any recommendations.

Upon completion of the engagement, CohnReznick issued a report covering the period of April 20, 2011 through December 31, 2017, that described the procedures performed and all findings and instances of non-compliance identified and included the following:

- Independent Accountant's Report on Applying Agreed Upon Procedures
- Schedule of Agreed Upon Procedures and Findings
- Consultant's Report on Observations and Recommendations

Reference 1: [redacted] **Telephone:** [redacted]

Reference 2: [redacted] **Telephone:** [redacted]

Logistics Management Institute (LMI) International Association of Machinists (IAM): IAM sought advisory services in the areas of oversight and assessment of Benefits Payable functions. CohnReznick was engaged to perform these oversight and assessment tasks through interviews, documentation review, walkthroughs, analysis, and recommendations for improvement.

The project (starting in September 2017) has spanned over several phases. This was an engagement to provide oversight and assessment of the operations and policies or the benefits payable group of the IAM Pension Fund. The oversight function was to observe the Benefits Payable BP team in their daily roles, and provide recommendations for changes (in policy and staffing) to provide efficiencies and best practices.

The Assessment portion included walkthroughs with current IAM BP group employees as well as a full review of the BP policies and procedures to gain an understanding of the policies and procedures in place and to document in one complete and consistent manner those policies and procedures. We also performed a gap analysis on those policies and procedures to identify potential internal control gaps and make recommendations based on industry best practices to provide strengthened internal controls while also streamlining the policies and procedures.

Reference 1: [redacted] **Telephone:** [redacted]
Reference 2: [redacted] **Telephone:** [redacted]

United States Coast Guard: CohnReznick provided audit and accounting services to the U.S. Coast Guard (USCG) through audit remediation and operational support of functional business processes within the Office of Resource Management, Division of Budget Execution. Services included process improvement, preparation of substantive and control testwork, audit sampling, and Notification, Findings, and Recommendation validation from auditors with the goal to meet a clean audit opinion for activities that fall within budget execution. The team produced exceptional documentation and status reports, while also developing and implementing corrective action plans over audit remediation among key accounting operations.

Reference 1: [redacted] **Telephone:** [redacted]
Reference 2: [redacted] **Telephone:** [redacted]

Additional Experience

The following table matches our integrity oversight and disaster relief engagements, listed above, with the additional experience requested in the RFQ (4.2.7 Additional Experience of Bidder). For more information regarding these contracts, please see our past performances descriptions above.

Tasks	NJ DCA-SRD - Superstorm Sandy Disaster Recovery	SBA CARES Act	Massachusetts Emergency Management Agency	NJ Transit - Superstorm Sandy IOM services for Emergency Operations Center Project	PANYNJ: LaGuardia Airport Redevelopment Program	PANYNJ: multiple Task Orders - Federally funded Superstorm Sandy Repair & Resiliency	LA OCD/DRU Restore QAQC	Texas Division of Emergency Management
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.	✓	✓	✓	✓		✓	✓	✓

Other Experience

The following table summarizes many of our past relevant integrity oversight and disaster fund engagements, highlighting our particular experience with the State of New Jersey, HUD, FEMA, CDBG, and recovery programs.

Funds	Agencies	Programs
$2 billion	NJ DCA-SRD	New Jersey Department of Community Affairs, Sandy Recovery Division Integrity Monitoring and Oversight Programs
$7 billion	HUD & FEMA	State of Louisiana (OCD, GOHSEP, LHC) Compliance and Monitoring, Process Improvement, Reporting and Tracking, and Fraud, Waste, and Abuse Prevention and Detection
$2.5 billion	HUD	State of Mississippi HUD Community Development Block Grant (CDBG) Disaster Recovery Programs
$350 million	HUD	HUD Disaster Housing Assistance Program (DHAP)
$222 million	HUD	State of Texas Homeowner Assistance and Texas Sabine Pass HUD CDBG Housing Restoration Programs
$100 million	HUD & FEMA	Illinois CDBG Disaster Recovery Program
$1 billion	Army Corp. of Engineers/FEMA	State of Louisiana Office of Coastal Activities Assisting Agency with Selection/Implementation of Project Cost Tracking System
$1 billion	New York City Department of Investigation	World Trade Center Clean Up and Recovery
$300 million	Lower Manhattan Development Corp.	130 Liberty Street Deconstruction (9/11 terror attacks)

Section 4 - Other Documents



CohnReznick
ADVISORY • ASSURANCE • TAX

Brinkerhoff Business Designation Certifications

Small Business Enterprise

State of New Jersey

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE & ENTERPRISE SERVICES
P.O. BOX 026
TRENTON, NJ 08625-034
PHONE: 609-292-2146 FAX: 609-984-6679

ELIZABETH MAHER MUOIO
Acting State Treasurer

APPROVED
under the
Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges BRINKERHOFF ENVIRONMENTAL SERVICES INC as a Category 3 and 5 approved Small Business Enterprise that has met the criteria established by N.J.A.C. 17:13 and/or 17:14.

This registration will remain in effect for three years. Annually the business must submit, not more than 60 days prior to the anniversary of the registration notice, an annual verification statement in which it shall attest that there is no change in the ownership, revenue eligibility or control of that business.

If the business fails to submit the annual verification statement by the anniversary date, the SBE registration will lapse and the business SBE status will be revoked in the New Jersey Selective Assistance Vendor information (NJSAVI) database that lists registered small businesses.If the business seeks to be registered again, it will have to reapply and complete the New SBE online registration located at: www.njportal.com/DOR/SBERegistry/.

THE GREAT SEAL OF THE STATE OF NEW JERSEY

Peter Lowicki
Deputy Director

Issued: 1/24/2018
Certification Number: A0064-74

Expiration: 1/24/2021

Women Business Enterprise

State of New Jersey

PHILIP D. MURPHY
Governor

SHEILA Y. OLIVER
Lt. Governor

DEPARTMENT OF THE TREASURY
DIVISION OF REVENUE AND ENTERPRISE SERVICES
33 WEST STATE STREET, 5TH FLOOR
P.O. BOX 026
TRENTON, NEW JERSEY 08625-026
PHONE: 609-292-2146 FAX: 609-984-6679

ELIZABETH MAHER MUOIO
Acting State Treasurer

JAMES J. FRUSCIONE
Director

CERTIFIED

under the

Small Business Set-Aside Act and Minority and Women Certification Program

This certificate acknowledges **BRINKERHOFF ENVIRONMENTAL SERVICES INC** is a **WBE** owned and controlled company, which has met the criteria established by N.J.A.C. 17:46.

This certification will remain in effect for three years. Annually the business must submit, not more than 20 days prior to the anniversary of the certification approval, an annual verification statement in which it shall attest that there is no change in the ownership, control or any other factor of the business affecting eligibility for certification as a minority or women-owned business.

If the business fails to submit the annual verification statement by the anniversary date, the certification will lapse and the business will be removed from the SAVI that lists certified minority and women-owned business. If the business seeks to be certified again, it will have to reapply and pay the $100 application fee. In this case, a new application must be submitted prior the expiration date of this certification.

THE GREAT SEAL OF THE STATE OF NEW JERSEY

Peter Lowicki
Deputy Director

Issued: March 15 2018
Certificate Number: 71188-15

Expiration: March 14, 2021

BNR Business Designation Certifications

Disadvantaged Business Enterprise

Philip D. Murphy, Governor
Sheila Y. Oliver, Lieutenant Governor
Diane Gutierrez-Scaccetti, Commissioner
Kevin S. Corbett, President & CEO

NJTRANSIT
One Penn Plaza East
Newark, NJ 07105-2246
973-491-7000

October 20, 2019

Jeron Rogers, President
BNR Engineering LLC
120 Industrial Avenue, Bldg 1, Suite Q
Little Ferry, NJ 07643

Re: Disadvantaged Business Enterprise certification for BNR Engineering LLC

Dear Jeron Rogers:

Congratulations! We are pleased to inform you that your company, BNR Engineering LLC has been found eligible for certification and is now certified officially as a Disadvantaged Business Enterprise (DBE) by NJ TRANSIT, on behalf of the New Jersey Unified Certification Program (NJUCP). This certification grants DBE status and benefits to your firm on federally funded projects by NJUCP Partners NJ TRANSIT, the New Jersey Department of Transportation, and the Port Authority of New York and New Jersey. Provided your company continues to meet the eligibility criteria and comply with the participation requirements established in Code of Federal Regulations Title 49 Part 26, your certification will remain in effect until your firm completes the program (graduates) or you choose to withdraw from the program.

Note: This certification letter is to be utilized as evidence of your firm's DBE Certification under the NJUCP.

DBE Program Participation Requirements

On an annual basis, at the anniversary of your certification date, you must submit a signed and notarized DBE "No Change Affidavit" affirming that there have been no changes within your company that would affect your eligibility or status as a DBE. It is your responsibility to notify this office in writing **within 30 days** of any significant changes to your company including but not limited to the ownership, control, and location. Failure to do so may result in decertification of your business.

NJ TRANSIT's Office of Business Development will provide you notice and reminders of when the information above is due and **reserves the right under regulation to request information from you regarding your company at any time.** Failure to provide information when due and/or respond to requests for information in a timely way, may result in decertification.

DBE Certification Information
Your company's NJUCP Identification number is 004562
Certification Effective Date – May 9, 2014

The following table lists the North American Industry Classification System (NAICS) code(s) and classification(s) that have been assigned to your company in accordance with the service(s) your company render(s) and the business description giving details to the specific services your firm provides. Your firm will be listed on the NJUCP Directory (https://njucp.dbesystem.com) which will indicate the type of work that your firm has been certified to perform.

Business Description: Architectural site planning & Site Engineering, Construction management for highway, road & bridge Surveying, Transportation engineering, Drainage & Flood Control Mgt Environmental Compliance & Permitting Scheduling and Utility Coordination & Mgt.

NAICS 237310: CONSTRUCTION MANAGEMENT, HIGHWAY, ROAD, STREET AND BRIDGE
NAICS 237310: HIGHWAY, STREET, AND BRIDGE CONSTRUCTION
NAICS 541320: LANDSCAPE ARCHITECTURAL SERVICES
NAICS 541320: LANDSCAPE DESIGN SERVICES
NAICS 541330: CIVIL ENGINEERING SERVICES
NAICS 541330: CONSTRUCTION ENGINEERING SERVICES
NAICS 541330: ENGINEERING DESIGN SERVICES
NAICS 541330: ENGINEERING SERVICES
NAICS 541330: TRAFFIC ENGINEERING CONSULTING SERVICES
NAICS 541370: SURVEYING AND MAPPING (EXCEPT GEOPHYSICAL) SERVICES

On behalf of the NJUCP, we welcome you to our DBE family. We are pleased to have you as a member and wish you much success.

Sincerely,

Adonis Abreu
Senior Business Development Specialist
Office of Business Development

RFP Sections 4.1.1 and 4.1.2

Offer and Acceptance Page

OFFER AND ACCEPTANCE PAGE

Bid Solicitation Title: 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

Bid Solicitation No.: N/A

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}	CohnReznick LLP	**Authorized Signature**	Frank D Banda
Address	7501 Wisconsin Ave, Suite 400E	**Printed Name**	Frank Banda
City, State, Zip Code	Bethesda, MD 20814	**Title**	Managing Partner - Public Sector
Phone Number	[redacted]	**Email Address**	[redacted]
Fax Number	[redacted]	**FEIN**	[redacted]

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

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

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

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

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

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

ADDITIONAL VENDOR {BIDDER} REQUIREMENTS

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

ACCEPTANCE OF OFFER *(For State Use Only)*

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

Blanket P.O. Number _____

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

State of New Jersey Authorized Signature _____

Rev. 1.22.2020

State of New Jersey Terms and Conditions

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

State of New Jersey Standard Terms and Conditions

(Rev: 10/21/19)

1. 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 like to present terms and conditions that are in conflict with either these terms and conditions or those set forth in the RFP, the bidder/offeror must present those conflicts during the Question and Answer period for the State to consider. Any conflicting terms and conditions that the State is willing to accept will be reflected in an addendum to the RFP. The State's terms and conditions shall prevail over any conflicts set forth in a bidder/offeror's Proposal that were not submitted through the question and answer process and approved by the State. Nothing in these terms and conditions shall prohibit the Director of the Division of Purchase and Property (Director) from amending a contract when the Director determines it is in the best interests of the State.

1.1 CONTRACT TERMS CROSSWALK

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

2. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

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

2.1 BUSINESS REGISTRATION

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

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

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration, or that provides false business registration information, shall be liable for a penalty of

$25 for each day of violation, not to exceed $50,000 for each business registration copy not properly provided under a contract with a contracting agency.

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the Use Tax due pursuant to the "Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Revenue at (609) 292-1730. Form NJ-REG can be filed online at http://www.state.nj.us/treasury/revenue/busregcert.shtml.

2.2 ANTI-DISCRIMINATION

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

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

2.3 PREVAILING WAGE ACT

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

2.4 AMERICANS WITH DISABILITIES ACT

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

2.5 MACBRIDE PRINCIPLES

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

2.6 PAY TO PLAY PROHIBITIONS

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

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

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

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

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

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

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

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

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

2.7 POLITICAL CONTRIBUTION DISCLOSURE

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

2.8 STANDARDS PROHIBITING CONFLICTS OF INTEREST

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

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

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

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

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

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

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

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

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

2.10 COMPLIANCE - LAWS

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

2.11 COMPLIANCE - STATE LAWS

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

2.12 WARRANTY OF NO SOLICITATION ON COMMISSION OR CONTINGENT FEE BASIS

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

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

3.1 COMPLIANCE - CODES

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

3.2 PUBLIC WORKS CONTRACTOR REGISTRATION ACT

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

3.3 PUBLIC WORKS CONTRACT - ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS

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

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

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

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

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

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

A. The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment

advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause;

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

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

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

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

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

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

3.4 BUILDING SERVICE

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

3.5 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT

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

3.6 SERVICE PERFORMANCE WITHIN U.S.

Under N.J.S.A. 52:34-13.2, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a

required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer.
A shift to performance of services outside the United States during the term of the contract shall be deemed a breach of contract. If, during the term of the contract, the contractor or subcontractor, proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 5.7(b) (1) of the Standard Terms and Conditions, unless previously approved by the Director and the Treasurer.

3.7 BUY AMERICAN

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

3.8 DIANE B. ALLEN EQUAL PAY ACT

Pursuant to N.J.S.A. 34:11-56.14, 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:

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

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

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

4.2 INSURANCE

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

of Operations box and shall list the State of New Jersey, Department of the Treasury, Division of Purchase & Property, Contract Compliance & Audit Unit, P.O. Box 236, Trenton, New Jersey 08625 in the Certificate Holder box. The certificates and any notice of 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.

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

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

5. TERMS GOVERNING ALL CONTRACTS

5.1 CONTRACTOR IS INDEPENDENT CONTRACTOR

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

5.2 CONTRACT AMOUNT

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

5.3 CONTRACT TERM AND EXTENSION OPTION

If, in the opinion of the Director, it is in the best interest of the State to extend a contract, the contractor shall be so notified of the Director's Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the term and period of performance of the contract. If the contractor agrees to the

extension, all terms and conditions of the original contract shall apply unless more favorable terms for the State have been negotiated.

5.4 STATE'S OPTION TO REDUCE SCOPE OF WORK

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

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

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

5.5 CHANGE IN LAW

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

5.6 SUSPENSION OF WORK

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

5.7 TERMINATION OF CONTRACT

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

B. For Cause:
1. Where a contractor fails to perform or comply with a contract or a portion thereof, and/or fails to comply with the complaints procedure in N.J.A.C. 17:12-4.2 et seq., the Director

may terminate the contract, in whole or in part, upon ten (10) days' notice to the contractor with an opportunity to respond; and

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

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

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

5.8 SUBCONTRACTING OR ASSIGNMENT

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

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

5.9 NO CONTRACTUAL RELATIONSHIP BETWEEN SUBCONTRACTORS AND STATE

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

5.10 MERGERS, ACQUISITIONS

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

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

5.11 PERFORMANCE GUARANTEE OF CONTRACTOR

The contractor hereby certifies that:

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

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

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

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

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

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

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

5.12 DELIVERY REQUIREMENTS

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

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

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

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

5.13 APPLICABLE LAW AND JURISDICTION

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

5.14 CONTRACT AMENDMENT

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

5.15 MAINTENANCE OF RECORDS

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

5.16 ASSIGNMENT OF ANTITRUST CLAIM(S)

The contractor recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser. Therefore, and as consideration for executing this contract, the contractor, acting herein by and through its duly authorized agent, hereby conveys, sells, assigns, and transfers to the State of New Jersey, for itself and on behalf of its political subdivisions and public agencies, all right, title and interest to all claims and causes of action it may now or hereafter acquire under the antitrust laws of the United States or the State of New Jersey, relating to the particular goods and services purchased or acquired by the State of New Jersey or any of its political subdivisions or public agencies pursuant to this contract.
In connection with this assignment, the following are the express obligations of the contractor:

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

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

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

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

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

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

6. TERMS RELATING TO PRICE AND PAYMENT

6.1 PRICE FLUCTUATION DURING CONTRACT

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

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

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

6.2 TAX CHARGES

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

6.3 PAYMENT TO VENDORS

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

b. The contractor must submit invoices to the using agency with supporting documentation evidencing that work or goods for which payment is sought has been satisfactorily completed or delivered. For commodity contracts, the invoice, together with the original Bill of Lading, express receipt and other related papers must be sent to the State Contract Manager or using agency on the date of each delivery. 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 7 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 PROCUREMENT OF RECOVERED MATERIALS

To the extent that the scope of work or specifications in the contract requires the contractor to provide any of the following items, this Section 7.1 of the Standard Terms and Conditions modifies the terms of the scope of work or specification.

Pursuant to 2 CFR 200.322, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962. 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.

A. Designated items are those set forth in 40 CFR 247 subpart B, as may be amended from time to time, including:
    1. Paper and paper products listed in 40 C.F.R. 247.10;
    2. Certain vehicular products as listed in 40 CFR 247.11;
    3. Certain construction products listed in 40 C.F.R. 247.12;
    4. Certain transportation products listed in 40 C.F.R. 247.13;
    5. Certain park and recreation products, 40 C.F.R. 247.14;
    6. Certain landscaping products listed in 40 C.F.R. 247.15;
    7. Certain non-paper office products listed in 40 C.F.R. 247.16; and
    8. Other miscellaneous products listed in 40 C.F.R. 247.17.

B. As defined in 40 CFR 247.3, "recovered material" means:
    1. waste materials and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process; and
    2. for purposes of purchasing paper and paper products, means waste material and byproducts that have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process. In the case of paper and paper products, the term recovered materials includes:
        a. Postconsumer materials such as --
            i. Paper, paperboard, and fibrous wastes from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; and
            ii. All paper, paperboard, and fibrous wastes that enter and are collected from municipal solid waste, and
        b. Manufacturing, forest residues, and other wastes such as --

i. Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel in smaller rolls of rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste, resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

ii. Finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others;

iii. Fibrous byproducts of harvesting, manufacturing, extractive, or wood-cutting processes, flax, straw, linters, bagasse, slash, and other forest residues;

iv. Wastes generated by the conversion of goods made from fibrous material (that is, waste rope from cordage manufacture, textile mill waste, and cuttings); and

v. Fibers recovered from waste water which otherwise would enter the waste stream.

C. For contracts in an amount greater than $ 100,000, at the beginning of each contract year, contractor shall provide the State estimates of the total percentage of recovered material utilized in the performance of its contract for each of the categories listed is subsection (A). For all contracts subject to this Section 7.1 of the Standard Terms and Conditions, at the conclusion of each contract year, contractor shall certify to the State the minimum recovered material content actually utilized in the prior contract year.

7.2 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."

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.

7.3 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 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be 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. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the 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"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

7.4 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 include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

7.5 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.

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

Contracts and subgrants of amounts in excess of $ 150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

7.7 DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

7.8 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.

EXHIBIT A

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

GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

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

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

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

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

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

Letter of Federal Affirmative Action Plan Approval;

Certificate of Employee Information Report; or

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

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

EXHIBIT B

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

CONSTRUCTION CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTIVE ORDER NO. 151 REQUIREMENTS

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

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

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

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

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

State of New Jersey Standard Terms and Conditions
(Rev: 10/21/19)

I HEREBY ACCEPT THE TERMS AND CONDITIONS OF THIS CONTRACT

Frank D Banda

Signature

9/25/2020

Date

Frank Banda, Managing Partner - Public Sector

Print Name and Title

CohnReznick LLP

Print Name of Contractor

Waivered Contracts Supplement to the State of New Jersey

WAIVERED CONTRACTS SUPPLEMENT TO THE STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS
(Rev. 6/14/2018)

A. **WAIVERED CONTRACTS SUPPLEMENT TO THE STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS** - This Supplement to the State of New Jersey Standard Terms and Conditions ("Supplement") shall apply to all contracts or purchase agreements made with the State of New Jersey ("State") under N.J.S.A. 52:34-9 or -10 ("Waivered Contracts"). The terms in this Supplement modify the terms of the New Jersey Division of Purchase and Property's Standard Terms and Conditions as may be updated from time to time ("Standard Terms and Conditions"). The combined terms of the Standard Terms and Conditions and this Supplement, in addition to the terms and conditions set forth in the Request for Proposal, Request for Quotation, and/or other agency request ("Solicitation"), if applicable, shall prevail over any conflicts set forth in or incorporated by reference into a contractor's proposal submitted in response to a Solicitation including any standard license, service or other agreement ("Contractor Standard Form Agreement").

The "Contract" shall consist of this Supplement, the Standard Terms and Conditions, the Solicitation, and the proposal submitted by the contractor.

The Standard Terms and Conditions are hereby incorporated by reference. Section numbering of the changes and additions enumerated below continue the number scheme of the Standard Terms and Conditions.

B. **CHANGES/ADDITIONS TO THE STANDARD TERMS AND CONDITIONS FOR ALL GOODS, SERVICES, AND INFORMATION TECHNOLOGY WAIVERED CONTRACTS:**

2.13 OWNERSHIP DISCLOSURE

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

A current completed Ownership Disclosure Form must be received prior to or accompany the submitted proposal. A contractor's failure to submit the completed and signed form with its proposal will result in the rejection of the proposal as non-responsive and preclude the award of a Contract to said contractor unless the Division has on file a signed and accurate Ownership Disclosure Form dated and received no more than six (6) months prior to the receipt of the proposal. If any ownership change has occurred within the last six (6) months, a new Ownership Disclosure Form must be completed, signed and submitted with the proposal.

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

2.14 PROHIBITED INVESTMENT IN IRAN

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

WAIVERED CONTRACTS SUPPLEMENT TO THE STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS
(Rev. 6/14/2018)

2.15 STATE'S RIGHT TO INSPECT CONTRACTOR'S FACILITIES

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

The State may also consult with clients of the contractor to assist the State in making a contract award that is most advantageous to the State.

2.16 STATE'S RIGHT TO REQUEST FURTHER INFORMATION

The Director reserves the right to request all information which may assist him or her in making a contract award, including factors necessary to evaluate the contractor's financial capabilities to perform the Contract. Further, the Director reserves the right to request a contractor to explain, in detail, how the proposal price was determined.

2.17 DELIVERY TIME AND COSTS

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

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

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

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

C.O.D. terms will not be accepted.

2.19 CASH DISCOUNTS

The contractor is encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts.

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

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

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

2.20 CLAIMS AND REMEDIES

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

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

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

2.21 NEWS RELEASES & ADVERTISING

A. The contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this Contract without the prior written consent of the Director.

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

2.22 ORGAN DONATION

As required by N.J.S.A. 52:32-33.1, the State encourages the contractor to disseminate information relative to organ donation and to notify its employees, through information and materials or through an organ and tissue awareness program, of organ donation options. The information provided to employees should be prepared in collaboration with the organ procurement organizations designated pursuant to 42 U.S.C. 1320b-8 to serve in this State.

3.8 PERFORMANCE SECURITY

If performance security is required, such security must be submitted with the bid in the amount listed in the Solicitation. N.J.A.C. 17:12-2.5. Acceptable forms of performance security are as follows:

1. A properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey,
2. A certified or cashier's check drawn to the order of "Treasurer, State of New Jersey," or
3. An irrevocable letter of credit issued by a federally insured financial institution and naming "Treasurer, State of New Jersey," as beneficiary.

The Performance Security must be submitted to the State within 30 days of the effective date of the Contract award and cover the period of the Contract and any extensions thereof. Failure to submit performance security may result in cancellation of the Contract for cause and nonpayment for work performed.

Although the performance bond is required for the full term of the Contract, the Director recognizes that the industry practice of sureties is to issue a one (1) year performance bond for goods and services contracts. Thus, the contractor is permitted to submit a one (1) year performance bond for the amount required under the Contract and, on each succeeding anniversary date of the Contract, provide a continuation or renewal certificate to evidence that the bond is in effect for the next year of the Contract. This procedure will remain in place for each year of the Contract thereafter until the termination of the Contract. Failure to provide such proof on the anniversary date of the Contract shall result in suspension of the Contract, and possibly, termination of the Contract.

For performance bonds based on a percentage of the total estimated Contract price. On each anniversary of the effective date of the Contract, the amount of the required performance bond, unless otherwise noted, is calculated by applying the established RFQ performance bond percentage to the outstanding balance of the estimated amount of the Contract price to be paid to the contractor.

In the event that the Contract price is increased by a Contract Amendment, the contractor may be required to provide, within 30 calendar days of the effective date of the Contract Amendment, performance bond coverage for the increase in Contract price. The required increase in the performance bond amount is calculated by applying the established bond percentage set forth above to the increase in Contract price. Failure to provide such proof to the Director of this required coverage may result in the suspension of payment to the contractor until such time the contractor complies with this requirement.

3.9 RETAINAGE

If retainage is required on the Contract as stated in the Solicitation, the state and/or agency will retain the stated percentage or retainage from each invoice. Payment of retainage will be authorized after satisfactory completion and submission of all services, deliverables or work products by the contractor and acceptance by the agency of all services, deliverables or work products required by the Contract.

For ongoing contracts, the agency will retain the stated percentage of each invoice submitted. At the end of the three (3) month period after payment of each invoice, the agency will review the contractor's performance and if performance has been satisfactory, the agency will release the retainage for the preceding three (3) month period. Following the expiration of the Contract, retained fees will be released to the contractor after certification by the agency's project manager, if any, that all services have been satisfactorily performed.

3.10 SUBCONTRACTOR UTILIZATION PLAN

A contractor that will subcontract any of the work or services to be provided under the Contract shall submit to the agency along with its proposal a Subcontractor Utilization Plan located at the following webpage: http://www.state.nj.us/treasury/purchase/forms/subcontracting.pdf. See also Section 5.8 of the Standard Terms and Conditions.

5.17 CONFIDENTIALITY

a. The State's obligation to maintain the confidentiality of the contractor's confidential information provided to the State under the Contract is conditioned upon and subject to the State's obligations under the New Jersey Public Records Act, N.J.S.A. 47:1A-1 et seq., ("OPRA"), the New Jersey common law right to know, and any other lawful document request or subpoena.
b. By virtue of the Contract, the parties may have access to information that is confidential to one another. The parties agree to disclose only information that is required for the performance of their obligations under the Contract. The contractor's confidential information, to the extent not expressly prohibited by law, shall consist of all information clearly identified as confidential at the time of disclosure ("Contractor Confidential Information"). Notwithstanding the previous sentence, the contractor acknowledges the terms and pricing of the Contract are subject to disclosure under OPRA, the New Jersey common law right to know, and any other lawful document request or subpoena.
c. The State's Confidential Information shall consist of all information or data in any form whatsoever supplied by the State, any information or data gathered by the contractor in fulfillment of the Contract and any analysis thereof (whether in fulfillment of the Contract or not).
d. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party, except that if the information is personally identifying to a person or entity regardless of whether it has become part of the public

domain through other means, the other party must maintain full efforts under the Contract to keep it confidential; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

e. The parties agree to hold each other's Confidential Information in confidence, using at least the same degree of care in doing so that it uses to protect its own confidential information.

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

g. In addition, in the event the contractor receives a request for State Confidential Information pursuant to a court order, subpoena, or other operation of law, the contractor shall, if permitted by law, provide the State with as much notice, in writing, as is reasonably practicable and the contractor's intended response to such request. The State shall take any action it deems appropriate to protect its documents and/or information. Notice to the State shall not relieve the contractor of its obligation to take action to protect such information if the contractor is aware of a legal reason to do so.

h. Notwithstanding the requirements of nondisclosure described in this Section 5.17, either party may release the other party's Confidential Information (i) if directed to do so by a court or arbitrator of competent jurisdiction, (ii) pursuant to a lawfully issued subpoena or other lawful document request, (iii) in the case of the State, if the State determines the documents or information are subject to disclosure and the contractor does not exercise its rights as described in subsection (f), or if the contractor is unsuccessful in defending its rights as described in subsection (f), or (iv) in the case of the contractor, if the contractor determines the documents or information are subject to disclosure and the State does not exercise its rights as described in subsection (g), or if the State is unsuccessful in defending its rights as described in subsection (g).

C. **CHANGES/ADDITIONS TO THE STANDARD TERMS AND CONDITIONS APPLICABLE TO SERVICES AND INFORMATION TECHNOLOGY WAIVERED CONTRACTS:**

4.2 INSURANCE

The following paragraph D is added to section 4.2 of the Standard Terms and Conditions:

D. Professional Liability Insurance: When it is common to the contractor's profession to do so, the contractor shall carry Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance sufficient to protect the contractor from any liability arising out the professional obligations performed pursuant to the requirements of the Contract. The insurance shall be in the amount of not less than $5,000,000 and in such policy forms as shall be approved by the State. If the contractor has claims-made coverage and subsequently changes carriers during the term of the Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

5.18 OWNERSHIP

Capitalized terms used but not defined are defined in Subsection D of this Supplement, below.

a. Contractor Intellectual Property; COTS and Customized Software – The contractor retains ownership of all Contractor Intellectual Property, and any modifications thereto and derivatives thereof, that the contractor supplies to the State pursuant to the Contract. The contractor grants the State a non-exclusive, perpetual royalty-free license to use Contractor Intellectual Property delivered to the State for the purposes contemplated by the Contract.

b. Third Party Intellectual Property – Unless otherwise specified in the Solicitation that the State, on its own, will acquire and obtain a license to Third Party Intellectual Property, the contractor shall secure on the State's behalf, in the name of the State and subject to the State's approval, a license to Third Party Intellectual Property sufficient to fulfill the business objectives, requirements and specifications identified in the Contract at no additional cost to the State beyond that in the bid price. Under no circumstances will the State accept a license for Third Party Intellectual Property that contains terms and conditions that conflict with the terms and conditions of the Contract. If the contractor uses Third Party Intellectual Property, the contractor must indemnify the State for infringement claims with respect to the Third Party Intellectual Property. The contractor agrees that its use of Third Party Intellectual Property shall be consistent with the license for the Third Party Intellectual Property, whether supplied by the contractor, secured by the State as required by the Solicitation, or otherwise supplied by the State.

c. Work Product; Custom Software – The State owns all Custom Software which shall be considered "work made for hire", i.e., the State, not the contractor, subcontractor, or third party, shall have full and complete ownership of all such Custom Software. To the extent that any Custom Software may not, by operation of the law, be a "work made for hire" in accordance with the terms of the Contract, contractor, subcontractor, or third party hereby assigns to the State, or the contractor shall cause to be assigned to the State, all right, title and interest in and to any such Custom Software and any copyright thereof, and the State shall have the right to obtain and hold in its own name any copyrights, registrations and any other proprietary rights that may be available.

d. Work Product; Services – The State owns all Deliverables developed for the State in the course of providing Services under the Contract, including but not limited to, all data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the Contract, including but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the Services required under the Contract.

e. State Intellectual Property – Data and Background Information. The State owns all State Intellectual Property and State data and background information provided to the contractor pursuant to the Contract. The State's data and background information shall include, without limitation, all data, technical information, and materials provided to the contractor by the State to facilitate performance of the Contract, including but not limited to all reports, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents. The items described in the preceding sentence shall be delivered or returned to the State of New Jersey upon thirty (30) days' notice by the State or thirty (30) days after the expiration or termination of the Contract. Only to fulfill the purposes of the Contract does the State grant the contractor a non-exclusive, royalty-free, world-wide license to use, copy, display, distribute, transmit and prepare derivative works of State Intellectual Property and State data and background information. Notwithstanding anything to the contrary contained in the Terms and Conditions or this Supplement, no part of the State's data will be disclosed, sold, assigned, leased or otherwise disposed of to any person or entity other than the State unless specifically directed to do so in writing by the Contract Manager. The State's license to the contractor is limited by the term of the Contract and the confidentiality obligations set forth in Section 5.17 of this Supplement.

f. No Rights – Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon the contractor any right, title, or interest in State Intellectual Property or any intellectual property that is now owned or licensed to or subsequently owned by or licensed by the State. Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon the State any right, title, or interest in any Contractor Intellectual Property that is now owned or subsequently owned by the contractor. Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon the State any right, title, or interest in any Third Party Intellectual Property that is now owned or subsequently owned by a Third Party.

D. CHANGES/ADDITIONS TO THE STANDARD TERMS AND CONDITIONS FOR ALL INFORMATION TECHNOLOGY WAIVERED CONTRACTS:

1.2 DEFINITIONS

The following definitions shall apply to information technology contracts:

i. The term "Acceptance" means the written confirmation by an Agency that the contractor has completed a Deliverable according to the specified requirements.

ii. The term "Contractor Intellectual Property" means any intellectual property that is owned by the contractor and contained in or necessary for the use of the Deliverables or which the contractor makes available for the State to use as part of the work under the Contract. Contractor Intellectual Property includes COTS or Customized Software owned by the contractor, the contractor's technical documentation, and derivative works and compilations of any Contractor Intellectual Property.

iii. The term Commercial Off the Shelf Software ("COTS") means Software provided by the contractor that is intended for general use.

iv. The term "Custom Software" means Software and Work Product that is developed by the contractor at the request of the Agency to meet the specific requirements of the Agency and is intended for its use.

v. The term "Customized Software" means COTS that is adapted by the contractor to meet specific requirements of the Agency that differ from the standard requirements of the base product.

vi. The term "Deliverable" means the goods, products, Services and Work Product that the contractor is required to deliver to the State under the Contract;

vii. The terms "goods" and "products" shall be deemed to include, without limitation, Software and Hardware.

viii. The term "Hardware" shall be deemed to include computer equipment and any Software provided with the Hardware that is necessary for the Hardware to operate.

ix. The term "Information Technology Contract" shall mean, notwithstanding any definition in New Jersey Statutes, a Contract for one or more of the following: Hardware, Software, Services, telecommunication goods and services, and all related goods.

x. The terms "Services" shall be deemed to include, without limitation (i) Information Technology ("IT") professional services; (ii) Software and Hardware-related services, including without limitation, installation, configuration, and training and (iii) Software and Hardware maintenance and support and/or Software and Hardware technical support services.

xi. The term "Software" means, without limitation, computer programs, source codes, routines, or subroutines supplied by the contractor, including operating software, programming aids, application programs, application programming interfaces and software products, and includes COTS, Customized Software and Custom Software, unless the context indicates otherwise.

xii. The term "State Intellectual Property" means any intellectual property that is owned by the State. State Intellectual Property includes any derivative works and compilations of any State Intellectual Property.

xiii. The term "Third Party Intellectual Property" means any intellectual property owned by parties other than the State or the contractor and contained in or necessary for the use of the Deliverables. Third Party Intellectual Property includes COTS owned by Third Parties, and derivative works and compilations of any Third Party Intellectual Property.

xiv. The term "Work Product" means every invention, modification, discovery, design, development, customization, configuration, improvement, process, Software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by the contractor or the contractor's subcontractors or a third party engaged by the contractor or its subcontractor pursuant to the Contract. Notwithstanding anything to the contrary in the preceding sentence, Work Product does not include State Intellectual Property, Contractor Intellectual Property or Third Party Intellectual Property.

WAIVERED CONTRACTS SUPPLEMENT TO THE STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS
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2.10 COMPLIANCE - LAWS

The following is added to section 2.10 of the Standard Terms and Conditions:

COMPLIANCE – DATA AND PRIVACY LAWS – The contractor must comply with all State and Federal data and privacy laws, rules and regulations applicable to both the contractor and the State under the Contract.

4.1 INDEMNIFICATION

Section 4.1 of the Standard Terms and Conditions is deleted in its entirety and replaced with the following:

INDEMNIFICATION AND LIMITATION OF LIABILITY:

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

   a) The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State and its officers, agents, servants and employees, from and against any and all third party claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith:
      i. For or on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or products supplied under the Contract or the order; and
      ii. For or on account of the use of any patent, copyright, trademark, trade secret or other proprietary right of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance ("Intellectual Property Rights") furnished or used in the performance of the Contract; and
      iii. The contractor's indemnification and liability under subsection (a) is not limited by, but is in addition to the insurance obligations contained in these Standard Terms and Conditions.

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

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

present potential issues of patent or copyright infringement; or (4) the State's failure to promptly implement a required update or modification to the product provided by the contractor.

d) The contractor will be relieved of its responsibilities under subsection (a)(i) and (ii) for any claims made by an unaffiliated third party that arise solely from the actions or omissions of the State, its officers, employees or agents.

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

f) The provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in the Contract, nor shall they be construed to relieve the contractor from any liability, nor preclude the State from taking any other actions available to it under any other provisions of the Contract or otherwise at law or equity.

g) The contractor agrees that any approval by the State or Using Agency of the work performed and/or reports, plans or specifications provided by the contractor shall not operate to limit the obligations of the contractor assumed in the Contract.

h) The State of New Jersey will not indemnify, defend or hold harmless the contractor. The State will not pay or reimburse for claims absent compliance with Section 4.1(2) of this Supplement and a determination by the State to pay the claim or a final order of a court of competent jurisdiction.

2. STATE RESPONSIBILITIES

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

3. LIMITATION OF LIABILITY

a) The contractor's liability to the State for actual, direct damages resulting from the contractor's performance or non-performance of, or in any manner related to, the Contract for any and all claims, shall be limited in the aggregate to 200% of the fees paid to the contractor for the products or Services giving rise to such damages, except that such limitation of liability shall not apply to the following:
   i. The contractor's indemnification obligations as described in Section 4.1(1) of this Supplement; and
   ii. The contractor's breach of its obligations of confidentiality described in Section 5.17 of this Supplement; and

b) The contractor shall not be liable for consequential or incidental damages.

5.11 CONTRACTOR PERFORMANCE WARRANTIES

Section 5.11 of the Standard Terms and Conditions is deleted in its entirety and replaced with the following:

1. COTS and Customized Software

a. Unless the Contractor Standard Form Agreement provides greater coverage as determined by the State, in its sole discretion, the contractor warrants that COTS and Customized Software products licensed to the State shall operate in all material respects as described in the Solicitation and/or contractor technical documentation for ninety (90) days after Acceptance. The State shall

notify the contractor of any COTS or Customized Software product deficiency within ninety (90) days after Acceptance. For a Contract requiring the delivery of COTS or Customized Software and Custom Software, a notice within one hundred eighty (180) days that describes a deficiency in functional terms without specifying whether the deficiency is with COTS, Customized Software or Custom Software shall be deemed a notice that triggers the warranty provisions in both Section 5.11(a) and 5.11(b) of this Supplement.

b. Except for the portion of the contractor's COTS or Customized Software product that intentionally contains one or more of the following for the purpose of anti-virus protection, the contractor warrants that, at the time of delivery and installation of the COTS or Customized Software provided pursuant to the Contract, its product shall be free of what are commonly defined as viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the COTS or Customized Software, collect unlawful personally identifiable information on users, or prevent the COTS or Customized Software from performing as required under the Contract.

c. In the event of any breach of this warranty, the contractor shall correct the product errors that caused the breach of warranty, or if the contractor cannot substantially correct such breach in a commercially reasonable manner, the State may end its usage and recover the fees paid to the contractor for the license and any unused, prepaid, technical support fees paid. Under no circumstances does this warranty provision limit the contractor's obligation in the event of a breach of confidentiality.

d. The contractor does not warrant that COTS or Customized Software is error-free or that it will operate uninterrupted.

2. Custom Software

a. Unless the Contractor Standard Form Agreement provides greater coverage, as determined by the State, in its sole discretion, the contractor warrants that Custom Software Deliverables shall operate in all material respects as described in the applicable specification documentation for one hundred and eighty (180) days after Acceptance. The State shall notify the contractor of any Custom Software deficiency within one hundred and eighty (180) days after Acceptance of the Custom Software Deliverable (the "Notice Period"). Where the contractor is providing multiple Custom Software Deliverables over the term of the Contract, the Notice Period shall begin to run after the Acceptance of the final Custom Software Deliverable under the Contract. At that time, the State may assert defect claims relating to any and all of the Custom Software Deliverables provided under the Contract; however, the State may also assert claims earlier, in its discretion, without waiving the Notice Period.

b. For a Contract requiring the delivery of COTS or Customized Software and Custom Software, a notice within one hundred eighty (180) days that describes a deficiency in functional terms without specifying whether the deficiency is with COTS, Customized Software or Custom Software shall be deemed a notice that triggers the warranty provisions in both Section 5.11(a) and 5.11(b) of this Supplement.

c. The contractor warrants that, at the time of Acceptance of the Custom Software Deliverable provided pursuant to the Contract, its product shall be free of what are commonly defined as viruses, backdoors, worms, spyware, malware and other malicious code that will hamper performance of the Custom Software, collect unlawful personally identifiable information on users, or prevent the Custom Software from performing as required under the Contract. Under no circumstances does this warranty provision limit the contractor's obligation in the event of a breach of confidentiality.

d. In the event of any breach of this warranty, the contractor shall correct the Custom Software errors that caused the breach of warranty, or if the contractor cannot substantially correct such breach in a commercially reasonable manner, the State may recover a portion of the fees paid to the contractor for the Custom Software with the uncorrected defect or in the event that the Custom Software is still deemed, by the State in its sole discretion, to be usable by the State even with the uncorrected defect, the State may recover a portion of the fees paid to the

contractor for the Custom Software (up to the total amount of such charges for such Custom Software) to reflect any reduction in the value of the Custom Software Deliverable as a result of the uncorrected defect. Under no circumstances does this warranty provision limit the contractor's obligations in the event of a breach of confidentiality.

e. The contractor does not warrant that Custom Software is error-free or that it will operate uninterrupted.

3. IT Services

a. Unless the Contractor Standard Form Agreement provides greater coverage, as determined by the State, in its sole discretion, the contractor warrants that all Services will be provided in a professional manner consistent with industry standards. The State shall notify the contractor of any Services warranty deficiencies within ninety (90) days from performance of the deficient Services.

b. In the event of any breach of this warranty, the contractor shall re-perform the deficient Services, or if the contractor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to the contractor for the deficient Services.

4. Hardware

a. Unless the Contractor Standard Form Agreement provides greater coverage, as determined by the State, in its sole discretion, the contractor warrants that the equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.

b. The contractor warrants that all equipment supplied to the State and operated by electrical current is UL listed where applicable.

c. The contractor warrants that all new machines are to be guaranteed as fully operational for one (1) year from time of Acceptance by the State. For the avoidance of doubt, Acceptance with respect to Hardware in this subsection (d) shall occur no later than sixty (60) days after delivery, as evidenced by a signed delivery receipt. The contractor shall render prompt service without charge, regardless of geographic location.

d. The contractor warrants that sufficient quantities of parts necessary for proper service to equipment shall be maintained at distribution points and service headquarters.

e. The contractor warrants that trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.

f. The contractor warrants that all Software included with the Hardware shall perform substantially in accordance with specifications, for one (1) year from the time of Acceptance. The contractor warrants that Software media will be free from material defects in materials and workmanship for a period of one (1) year from the date of Acceptance.

g. In the event of any breach of this warranty, the contractor shall promptly repair, replace or refund the purchase price of product rejected for failure to conform with the contractor's product specifications.

5. THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND THE CONTRACTOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

WAIVERED CONTRACTS SUPPLEMENT TO THE STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS
(Rev. 6/14/2018)

5.19 AUDIT NOTICE AND DISPUTE RESOLUTION

To the extent the contractor's proposal or Standard Form Agreement permits the contractor to conduct periodic audits of the State's usage of the Contractor Intellectual Property provided thereunder, such provision is amended to include the following audit notice and dispute resolution process:

a. AUDIT NOTICE – Notwithstanding anything to the contrary in the contractor's proposal or Standard Form Agreement, in the event that the contractor seeks to exercise a right in its proposal or Standard Form Agreement to audit the State's use of Contractor Intellectual Property, the contractor shall deliver simultaneous written notice, no less than thirty days in advance of the audit start date (unless the contractor's notice provides a longer notice period), to the:

   i. Director of the New Jersey Department of Treasury, Division of Purchase and Property:
   Procurement Bureau, Technology Unit
   P.O. Box 230
   Trenton, NJ 08625-0230

   ii. Chief of Staff of the New Jersey Office of Information Technology:
   Office of the Chief Technology Officer
   300 Riverview Plaza
   Trenton, NJ 08625

   iii. State Contract Manager.

   The notice shall reference the specific audit provision(s) in the contractor's proposal or Standard Form Agreement being exercised and include copies of same, specify the means by which the contractor will conduct the audit, and shall require the audit to be conducted in accordance with generally accepted standards in the field of such audits.

b. AUDIT DISPUTE RESOLUTION -- If the State, in good faith, provides the contractor with written notice of an alleged error in the amount of underpaid fees due the contractor as a result of an audit (the "dispute"), then the parties will endeavor to resolve the dispute in accordance with this paragraph. Each party will appoint a Vice President, Assistant Director, or the equivalent (hereinafter referred to as "Representative") to discuss the dispute and no formal proceedings for the judicial resolution of such dispute, except for the seeking of equitable relief or those required to avoid non-compliance with the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., may begin until either such Representative concludes, after a good faith effort to resolve the dispute, that resolution through continued discussion is unlikely. In addition, the parties shall refrain from exercising any termination right related to the dispute being considered under this paragraph and shall continue to perform their respective obligations under the Contract while they endeavor to resolve the dispute under this paragraph.

c. STATE NOT LIABLE FOR AUDIT COSTS -- Notwithstanding anything to the contrary in the contractor's proposal or Standard Form Agreement, the State will not reimburse the contractor for any costs related to an audit.

d. NO AUDIT RIGHT CREATED -- In the event that the contractor's proposal or Standard Form Agreement does not permit audits of the State's usage of Contractor Intellectual Property, Section 5.19 of this Supplement shall not be interpreted to provide such an audit right.

WAIVERED CONTRACTS SUPPLEMENT TO THE
STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS
(Rev. 6/14/2018)

I HEREBY ACCEPT THE TERMS AND CONDITIONS OF THIS CONTRACT

Frank D Banda
Signature

9/25/2020
Date

Frank Banda, Managing Partner - Public Sector
Print Name and Title

CohnReznick LLP
Print Name of Contractor

Section 5 – State-Supplied Price Sheet



CohnReznick
ADVISORY • ASSURANCE • TAX

BAFO

Integrity Oversight Monitoring RFQ
Bidder: CohnReznick

Integrity Oversight Monitoring Consumption Model - Category 1			
Staff Classifications	**Hourly Rate**	**Hours Per Month**	**Estimated Monthly Charge**
Partner/Principal/Director	$286.00	25	$ 7,150.00
Program Manager	$267.00	50	$ 13,350.00
Project Manager	$245.00	100	$ 24,500.00
Supervisory/Senior Consultant	$198.00	100	$ 19,800.00
Consultant	$149.00	75	$ 11,175.00
Associate/Staff	$129.00	50	$ 6,450.00
Subject Matter Expert	$245.00	50	$ 12,250.00
Administrative Support	$74.00	25	$ 1,850.00
		Estimated Total Monthly Charge	**$ 96,525.00**
*Other Direct Costs and Travel Expenses and Reimbursements will be evaluated for cost reasonableness			

Integrity Oversight Monitoring Consumption Model - Category 2			
Staff Classifications	**Hourly Rate**	**Hours Per Month**	**Estimated Monthly Charge**
Partner/Principal/Director	$286.00	25	$ 7,150.00
Program Manager	$267.00	50	$ 13,350.00
Project Manager	$245.00	100	$ 24,500.00
Supervisory/Senior Consultant	$198.00	100	$ 19,800.00
Consultant	$149.00	75	$ 11,175.00
Associate/Staff	$129.00	50	$ 6,450.00
Subject Matter Expert	$245.00	50	$ 12,250.00
Administrative Support	$74.00	25	$ 1,850.00
		Estimated Total Monthly Charge	**$ 96,525.00**
*Other Direct Costs and Travel Expenses and Reimbursements will be evaluated for cost reasonableness			

Integrity Oversight Monitoring Consumption Model - Category 3			
Staff Classifications	**Hourly Rate**	**Hours Per Month**	**Estimated Monthly Charge**
Partner/Principal/Director	$286.00	25	$ 7,150.00
Program Manager	$267.00	50	$ 13,350.00
Project Manager	$245.00	100	$ 24,500.00
Supervisory/Senior Consultant	$198.00	100	$ 19,800.00
Consultant	$149.00	75	$ 11,175.00
Associate/Staff	$129.00	50	$ 6,450.00
Subject Matter Expert	$245.00	50	$ 12,250.00
Administrative Support	$74.00	25	$ 1,850.00
		Estimated Total Monthly Charge	**$ 96,525.00**
*Other Direct Costs and Travel Expenses and Reimbursements will be evaluated for cost reasonableness			

BAFO PRICE SCHEDULE

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

Refer to RFQ Section 3.0 (Scope of Work) for task requirements and deliverables, Section 4.2.4 (Staff Classifications), and Section 6.0 (Cost Proposal) for additional information regarding this Price Schedule.

Bidder's Name: __CohnReznick LLP _____

CATEGORY 1: PROGRAM AND PROCESS MANAGEMENT AUDITING

LINE #	STAFF CLASSIFICATIONS	YEAR 1 HOURLY RATE	YEAR 2 HOURLY RATE
1	Partner/Principal/Director	$_____286_____	$_____295_____
2	Program Manager	$_____267_____	$_____275_____
3	Project Manager	$_____245_____	$_____252_____
4	Supervisory/Senior Consultant	$_____198_____	$_____204_____
5	Consultant	$_____149_____	$_____153_____
6	Associate/Staff	$_____129_____	$_____133_____
7	Subject Matter Expert	$_____245_____	$_____252_____
8	Administrative Support	$_____74_____	$_____76_____

LINE #	Pass through Price Lines	YEAR 1 HOURLY RATE	YEAR 2 HOURLY RATE
9	Other Direct Costs	**TBD based on GSA allowable Rates**	**TBD based on GSA allowable Rates**
10	Travel Expenses and Reimbursements	**TBD based on GSA allowable Rates**	**TBD based on GSA allowable Rates**

- **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 only. No mark-up will be provided for Price Lines 10 and 11.**

Bidder's Name: ___CohnReznick LLP_____

CATEGORY 2: FINANCIAL AUDITING AND GRANT MANAGEMENT

LINE #	STAFF CLASSIFICATIONS	YEAR 1 HOURLY RATE	YEAR 2 HOURLY RATE
11	Partner/Principal/Director	$_____286_____	$_____295_____
12	Program Manager	$_____267_____	$_____275_____
13	Project Manager	$_____245_____	$_____252_____
14	Supervisory/Senior Consultant	$_____198_____	$_____204_____
15	Consultant	$_____149_____	$_____153_____
16	Associate/Staff	$_____129_____	$_____133_____
17	Subject Matter Expert	$_____245_____	$_____252_____
18	Administrative Support	$_____74_____	$_____76_____

LINE #	Pass through Price Lines	YEAR 1 HOURLY RATE	YEAR 2 HOURLY RATE
19	Other Direct Costs	**TBD based on GSA allowable Rates**	**TBD based on GSA allowable Rates**
20	Travel Expenses and Reimbursements	**TBD based on GSA allowable Rates**	**TBD based on GSA allowable Rates**

- **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 only. No mark-up will be provided for Price Lines 19 and 20.**

Bidder's Name: ____CohnReznick LLP_____

CATEGORY 3: INTEGRITY MONITORING/ANTI-FRAUD

LINE #	STAFF CLASSIFICATIONS	YEAR 1 HOURLY RATE	YEAR 2 HOURLY RATE
21	Partner/Principal/Director	$_____286_____	$_____295_____
22	Program Manager	$_____267_____	$_____275_____
23	Project Manager	$_____245_____	$_____252_____
24	Supervisory/Senior Consultant	$_____198_____	$_____204_____
25	Consultant	$_____149_____	$_____153_____
26	Associate/Staff	$_____129_____	$_____133_____
27	Subject Matter Expert	$_____245_____	$_____252_____
28	Administrative Support	$_____74_____	$_____76_____

LINE #	Pass through Price Lines	YEAR 1 HOURLY RATE	YEAR 2 HOURLY RATE
29	Other Direct Costs	**TBD based on GSA allowable Rates**	**TBD based on GSA allowable Rates**
30	Travel Expenses and Reimbursements	**TBD based on GSA allowable Rates**	**TBD based on GSA allowable Rates**

- **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 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.