# 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 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.

**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:** _____

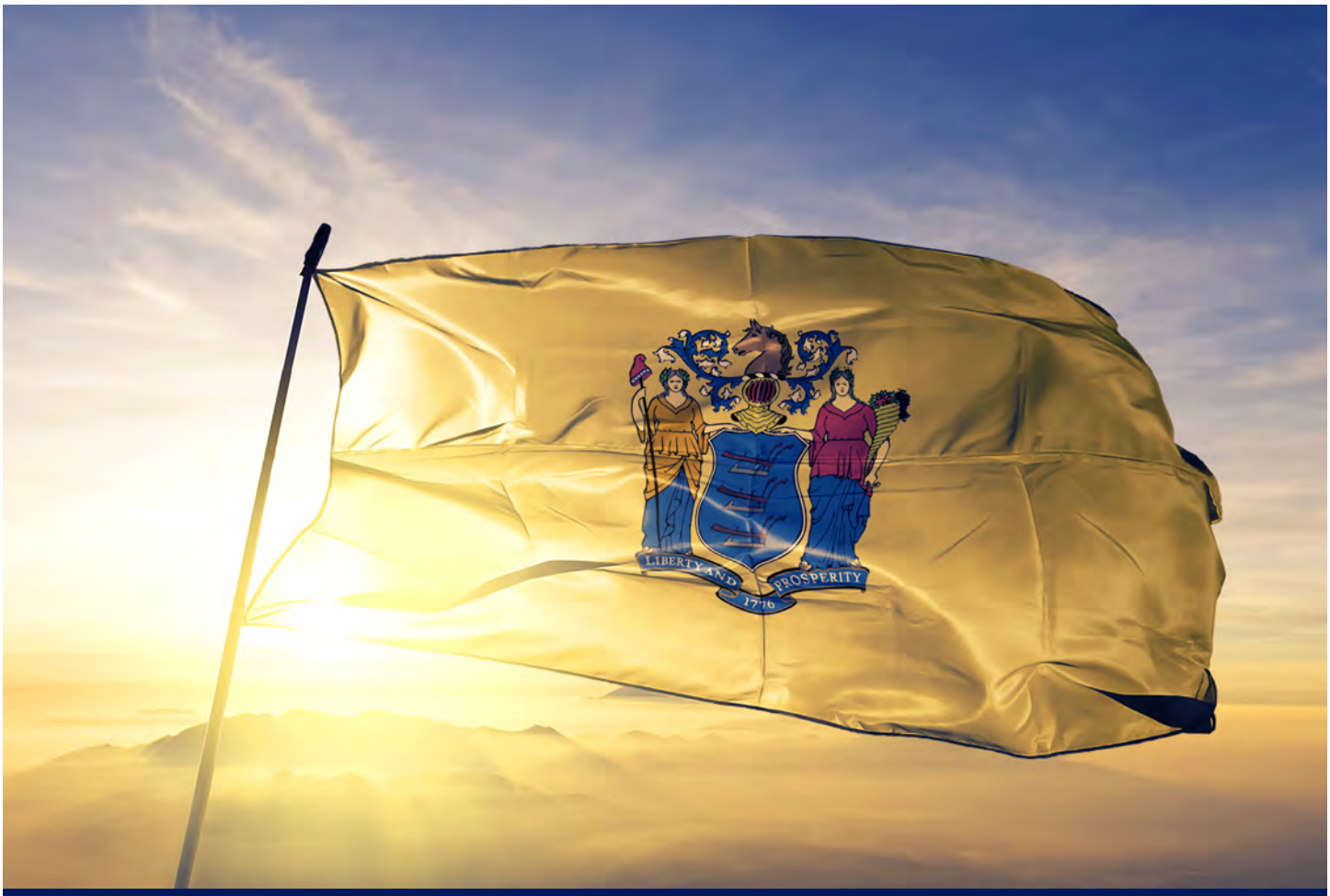
## CATEGORY 3: INTEGRITY MONITORING/ANTI-FRAUD

| 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:

KPMG

# Insight to take you forward

**Proposal to serve**
**The State of New Jersey**
**Department of Treasury**

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



September 25, 2020

kpmg.com

# Recent State client feedback

"KPMG has been **fantastic**. We've worked with them for many years here and their **client service is just excellent.** They're always willing to go above and beyond…and **always trying to help us figure out a way to support our teams.**"

*— Deputy Director*

"When we needed to weigh a decision about our infrastructure, KPMG actually brought in a **consultant who knows us, the regulations, rules on security and privacy** which helped **address questions we had in the beginning… they're on top of their game.**"

*— Agency Project Liaison*

"I've worked with KPMG now since 2005…They are **trained correctly** within their own systems, and their **deliverables have been right on target** for us, so they've been very good for us."

*— Associate Management Systems Analyst*

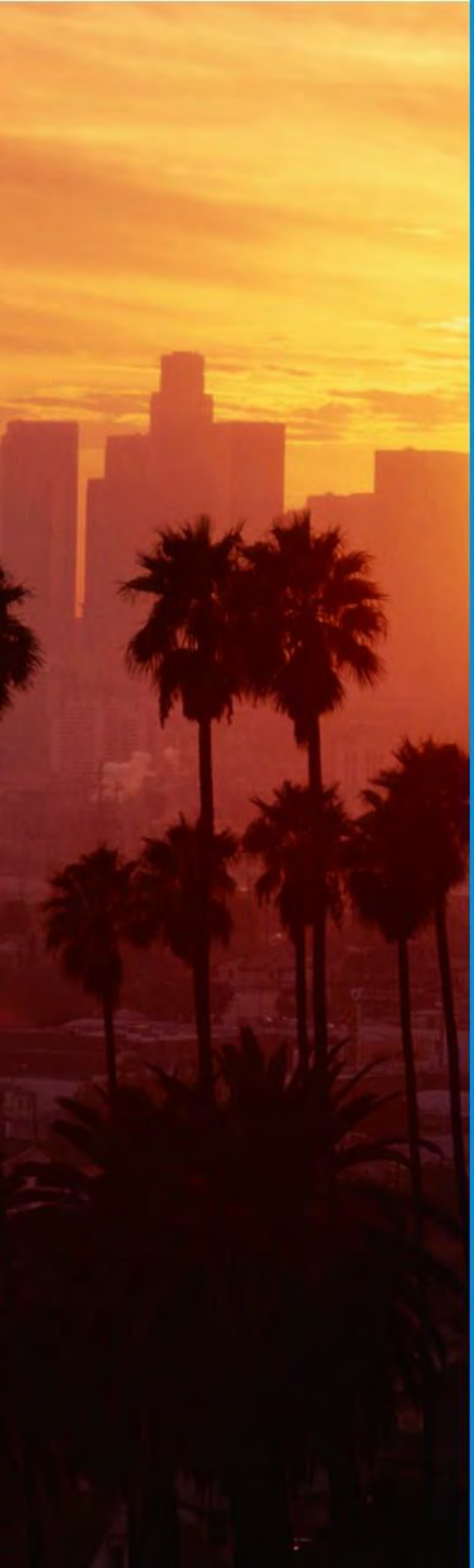
"They (KPMG) do **have their client's interest in mind** when dealing with stakeholders."

*– Division Director*

"I would say they did a **great job** in terms of **day-to-day operational relationships** with our teams."

*— IT Executive*

***See recent client survey feedback on inside back cover.***



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# Executive summary



KPMG LLP (KPMG), a public accounting firm, has been working with the State of New Jersey (the State) and many of its agencies for more than 40 years, and we are proud of our longstanding record of service as both the State's Single auditor and its trusted adviser. KPMG knows New Jersey and we are excited about this opportunity to build upon our relationship by supporting the Treasury on this important initiative.

The teams we selected for inclusion in this proposal is composed of experienced KPMG professionals who have an established track record and history of successfully delivering similar engagements to state and local government entities. But—more than just experience—with KPMG, the State stands to benefit from both our deep bench strength as well as our enabling technology which can help enable us to serve you effectively and efficiently.

## Our commitment to the State

None of what we do is possible without making a commitment to those we serve in the State. We have both a strong and deep presence across the State as well as a long tradition of service to the State. Perhaps the most significant sign of our commitment to the State is that there are over 870 KPMG professionals based in New Jersey. Over the past 40 years, we have provided a variety of advisory and audit services to many State agencies, authorities, and institutions of higher education at both the state and local government levels. Here are some highlights:

— In the aftermath of Super Storm Sandy, KPMG was engaged by the New Jersey Department of Treasury to provide integrity oversight monitoring services for two FEMA funded projects: Atlantic Highlands Harbor Marina and Piers and Middlesex County Utility Authority (MCUA). As part of this review, KPMG performed Financial and Administrative Reviews by reviewing and evaluating the financial and administrative functions for the contracts and ensured functions adhered to grant program guidelines, procurement rules, and reporting requirements. Additionally, KPMG verified that contracts were procured in accordance with Federal, State and Local laws, regulations, and ordinances. Finally, KPMG verified that payments were disbursed consistent with applicable directives, and that there were no duplication of benefits, process and payment errors, fraud, waste, abuse, malfeasance or mismanagement of funds.

— We were the State's Single Auditor from 2000 to 2016 where we gained significant knowledge of State and federal programs

— We assisted the NJ DOH with requirements development for the Vital Information Platform (VIP) and RFP-issuance for licensing and permits in 2016. We also served as the IV&V contractor for NJ KIDS, which was successfully implemented in September of 2010.

— In early 2020 we were engaged by New Jersey Department of Banking and Insurance (NJ DOBI) to provide Independent Verification and Validation (IV&V) services for its implementation of a State-based Health Benefits Marketplace (SBM). That works is currently in process.

— We served the NJ DOBI and the New Jersey Department of Human Services (NJ DHS) in 2011 by performing an initial options analysis of starting up a marketplace versus integrating with the Federal marketplace. We were retained to assist the State with further analysis and planning for the impacts.

— We audit numerous State Universities and Public Authorities

— We have also performed advisory services for Rutgers University during their modernization initiative, during which they implemented the Oracle Enterprise Resource Planning (ERP) suite.

— Recently concluding in 2020, we helped NJ DHS navigate through the complexities of the Medicaid Management Information System (MMIS) modernization as its IV&V contractor.

— We served as IV&V and QA contractor for the New Jersey Women, Infants, and Children (NJ WIC) WIC-on-the-Web (WOW) initiative, which was successfully implemented in December of 2017.

— Also, we have provided a variety of services to the School Development Authority (SDA), including a variety of organizational, process, and compliance analysis projects.

— Our work has also included engagements with the Department of Education (DOE), where we have provided operational assessments for both the Department as well as the Abbott School districts. We are proud that State executive branch agencies have time and again chosen KPMG when they have needed a trusted adviser.

Having served the State and its various agencies, KPMG understands the State's business, processes, programs, and systems. With KPMG, the State will benefit from a contractor who understands New Jersey, but can also leverage industry-leading strategies from other programs, engagements and initiatives. As a result of this broad and deep experience, we will hit the ground running and not require an extensive ramp-up time.

*"KPMG has been wonderful to us. They're very professional, they're responsive, and they're very knowledgeable. They've been working with the Department for a couple years now, and the cost report is very complex and very large. They've come up with a lot of great ideas and suggestions for us, so we're very pleased with the relationship we have with them and the work they've done for us."*

**State Agency Executive**

## Combining baseline requirements and enhanced value

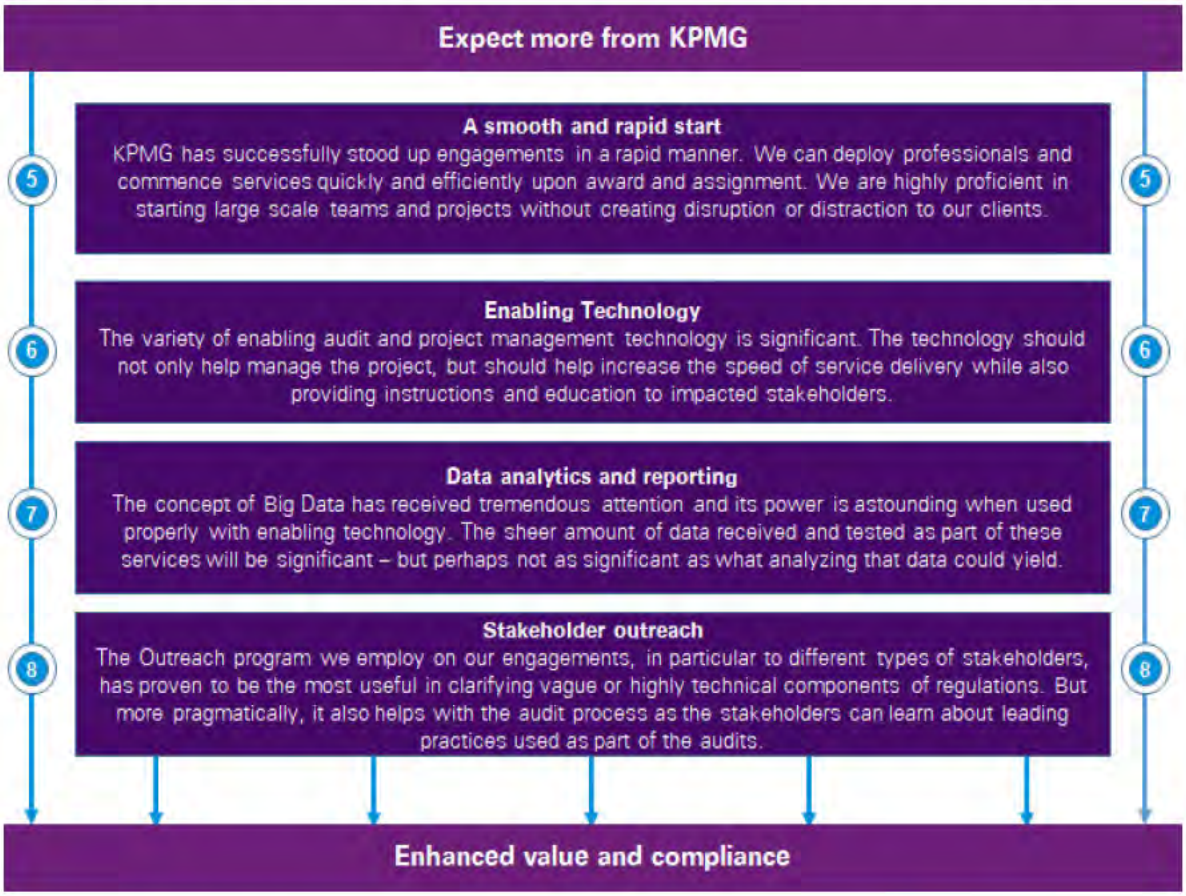
As we initially began to prepare our response to your RFQ, several items became clear to us as the baseline requirements a vendor must provide to prove their capability to deliver on the objectives of this RFQ and for a single vendor to successfully deliver on the different types of audits. The graphic below illustrates our understanding of your requirements.




Without these baseline requirements, it will be hard for any vendor to successfully deliver on your objectives. We know you will look closely at what vendors provide in their responses to prove they meet these requirements—recognizing that any shortfall in these five items simply transfers effort and risk back to the State.

But, upon a closer review and further critical analysis of what is being asked for in your RFQ, we submit to the State that there is a significant opportunity for you to gain so much more from your vendor. The State should expect more from its vendor; we have termed this "enhanced value." It's what you should expect if the State selects KPMG.

It's what differentiates KPMG from competitors with a traditional "check the box" approach to monitoring and auditing services. Consider the value of these four enhanced value concepts:




Please note that we already provide many, if not all, of these items to some degree on many of our existing compliance engagements with agencies similar to the Treasury. What may seem significant, but is a matter of due course for us, is that we provide these as a matter of due course. From our perspective, it is these eight concepts - operating in concert - that drive success on our engagements.

*"The things they do well are bringing the resources to bear, bringing pragmatic solutions to clients, and really showing that they are focused on that specific client, not just one size fits all. They really tailored it to us, and I would encourage them to continue that."*

**- Vice President of Finance and Payer Relations**

## Meeting your evaluation criterion

As is clearly demonstrated in the information above, we are the right choice for the State on this regulatory initiative. We've made, and continue to make, significant investments in the areas that are relevant to the State and stand ready to deliver on the services requested in your RFQ. We have covered the main objectives you detailed in the RFQ to help enable the State to accomplish the following objectives related to Integrity Oversight Monitoring:

— Program and Performance Monitoring
— Financial Monitoring and Grant Management and
— Anti-Fraud Monitoring for Coronavirus Relief Funds

# Section 2 - Technical quote



# Introduction and 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

# Introduction - KPMG Understands the State's Aims and Challenges Ahead

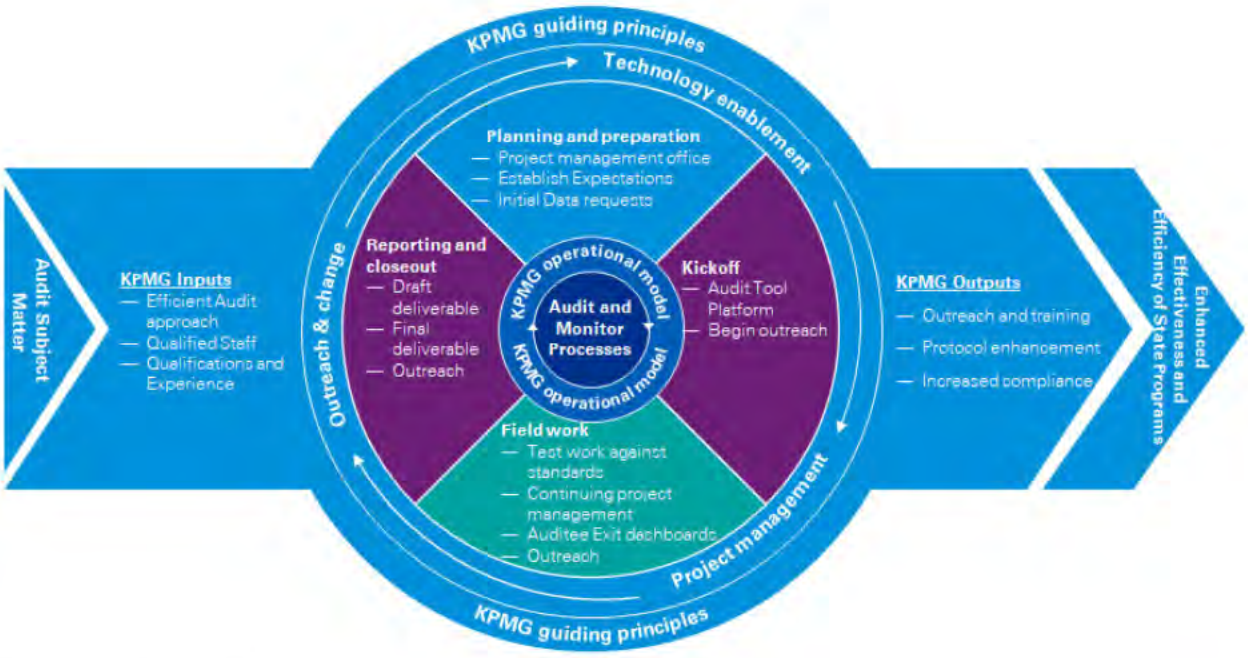
KPMG understands the challenges, opportunities, and time pressures attendant with the use of CRF and has hands-on experience helping state and local direct recipients manage their allotments of this funding, including assessing risk and monitoring related cost transactions and programs. With respect to the State's application of CRF, KPMG recognizes the scale and importance of the State's charge to assess and monitor the use of the State's $2.4 billion allocation of CRF.

KPMG further understands the size and complexity of this challenge recognizing that there are numerous subrecipients. Additionally, other departments which have been allotted CRF may also include additional subrecipients in addition to their own use of the funding.

# Our Overall Approach

The KPMG nature of continuing to go above and beyond for our clients drives our desire to deliver value beyond what is considered standard methods. It is likely that many of the approaches and work plans you receive as part of this bidding process will look similar, but our approach offers much more than a series of standard procedures. As the graphic below depicts, our approach is built to not only demonstrate our ability to achieve the monitoring and audit objectives, but to essentially take the monitoring and audit subject matter of each category, combined with our **Efficient approach**, **Qualified Staff**, and our firm's **extensive qualifications and experiences** as part of our services to drive success. In addition, we seek to provide enhanced efficiencies through the use of our leading project management techniques, technology enablement, and our detailed work plans that will be tailored to each specific need of the three mentioned categories.

At the end of our monitoring efforts, together with the State, we hope to improve the CARES Act programs through consistent outreach and training to key stakeholders, resulting in impactful protocol enhancements, and increased compliance. This will help set the stage for our end goal of further enhancing the effectiveness and efficiency of each of the three mentioned categories. As we have stated, we do not see this as a standard approach—we see it as an opportunity to help you **reduce risk** and **create efficiencies**, all while **improving compliance**. The graphic below gives you an idea of how we will approach the delivery of monitoring and audit type assignments.




To summarize, at KPMG we strive to work with the State and key select subrecipients to transform standard audit efforts, and assist monitoring and with further developing any additional efforts into an initiative that:

— Supports New Jersey's strategic, regulatory and other initiatives

— Improves understanding around the regulations, assisting the impacted providers by using outreach, training, and the audits themselves as an opportunity to educate select subrecipients

— Increases overall compliance with regulations for the State and its select subrecipients, while mitigating risks of future non-compliance

*"I would say our experience with them has been great…They have their own skills, everybody is unique in that respect, and it's been a pleasure working with them. They are very knowledgeable about the work they're doing. They're bringing new ideas. They have recommendations, so they're also acting in the role of advisor for us in that sense."*

**– Project Coordinator**

— Allows the State to efficiently conduct the audits and allows for subsequent departmental processes to seamlessly occur

— Develops relationships and sets the tone for sound communication between the State, KPMG, and the select subrecipients, which positively impacts the ease of achieving both audit and overarching objectives

— Introducing advanced technology where possible to accelerate audits and identify opportunities for improvements and drive insights.

— Prevents, detects and investigates fraud, waste and abuse.

With these ideas in mind, the following sections furthers explain our approach to the items you noted in 3.0 of your RFQ. We begin with General Tasks and then move into descriptions of our methods and techniques for each service category.

# General Tasks

We pride ourselves on our ability to develop approaches that meet our client's needs. With your stated requirements of responding and executing, and given the wide range of services that we'll potentially deliver, we developed an approach that we believe will meet your objectives and achieve success in completing the hospital on-going assessments, comparative analysis, and in the development of health care identifying potential regulatory gaps in policies and procedures. Our approach is flexible enough to meet the needs of the wide array of service requests. You have requested three main categories of services (which we explain later in this proposal), but you also indicated a number of General Tasks that we must be able to provide for each engagement. We have taken the General tasks you noted and broke them into two tasks items:

— **Everyday Project Management Tasks:** These are tasks that we do as a matter of due course on any engagement. We believe that Oversight and Monitoring can drive great value and ideals such as:

- Evaluation of project performance
- 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

As you will read in our Management Overview we will work hard to drive value beyond what is requested recognizing the opportunity to improve the State's administration, management and oversight of the CARES Act.

— **Compliance Tasks:** These are tasks that we would deliver on just about any monitoring engagement and they are especially important when testing federal funding compliance. We are providing these services today and recognize their importance and value. These tasks form the backbone of many of our engagements.

- Initial and Ongoing risk assessments (see Appendix B for details on KPMG's Risk Assessment approach)
- 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 testing of 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;
- Helping ensure 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 State decisions related to emergency situations;

Please see Appendix B for sample approaches associated with conducting risk assessments as well as monitoring plan creation and execution.

# Category 1 - Program and process management auditing

**Scope of work**

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.

KPMG is well positioned to serve the Treasury as your Program and Process Management Monitoring partner. Our State and Local Government Financial Transformation practice has extensive experience evaluating processes and internal controls and helping our clients implement leading practices to comply with complex federal programs such as the CARES Act.

## Financial Transformation Professionals

Our Financial Transformation Professionals leverage process re-engineering and performance improvement services that are grounded in methodologies which have been tried and tested with other governments, and are focused to improve the business processes over the long term. Our methodologies apply leading practices from across the public and private sectors and focus on understanding the desired end state to help our clients achieve that vision more quickly. We focus less on analyzing existing broken processes, but rather work with you to quickly identify root cause issues and develop solutions to meet the needs of the organization, not just for today, but for the future.

KPMG Financial Transformation professionals have served our clients to improve businesses processes, include internal controls over financial reporting sufficient to comply with OMB standards, including the CARES Act programs. The team we have proposed has experience with:

- Developing business processes and internal controls sufficient to execute and comply with federal and state programs
- Analyzing workload, skillsets, workforce recruiting, and organizational effectiveness
- Analyzing risks and identifying root causes and solutions to mitigate risks for noncompliance in the Federal and State grant payment process
- Providing subject matter professionals who have knowledge of monitoring and financial standards required to comply with federal programs, including the CARES Act.
- Reviewing and recommending improvements to procedures addressing financial management
- Developing procedures for an efficient reconciliation process and providing support to perform such reconciliations, including the Request for Reimbursement (federal cash draw) process
- Providing assessments of the payment process for compliance with Federal and State regulations

This vast experience and our methodology of combining on-site observations, operational improvements, and investigative processes, will enable KPMG to combat fraud, waste and abuse in the DOT's government's administration of all federal and state programs, including the CARES Act programs.

## Program and Process Management Auditing Qualifications as applicable to the requested services

Our proposed team has provided similar services as those requested in your RFQ. Below are examples relevant to those requested services:

- Provided business process improvements and audit readiness assistance to a local government, which included conducting risk assessments, identifying root causes for errors, and improving procedures to prevent such errors in the future. Our team helped the client implement corrective action plans which eliminated ten material weaknesses reported as a part of the audit of federal funds.
- Conducted an assessment to gain insight into the effectiveness, impact, and integration of the workforce development programs into the government's strategy mission and outcomes. As a part of the assessment, our team identified gaps in the workforce development framework and developed a strategic plan consisting of over 75 opportunities to prioritize next steps and address identified gaps

and enhancements to the workforce development framework. We provided actionable plans (both short- and long-term) for each initiative in the strategic plan to support address gaps and fully implement each initiative, included recommended resources, budget considerations and realistic timelines for deliverables.

— Provided grant reconciliation support, which included developing reports to identify common errors, determining the corrective action needed for the error, developing reconciliation procedures and job aides, and providing training to transition such procedures to the organization's staff.

— Provided subject matter advice for procedures established to determine the eligibility of grant payments and the process to calculate the reimbursements for a grant awarded through the Federal Transit Administration under the CARES Act.

## Approach – Powered Enterprise and Target Operating Model Framework

As a basis for all finance transformations similar to your requested services, we leverage KPMG's Powered Enterprise Methodology, which includes Target Operating Models scalable and tailored for governments. The Target Operating models are pre-established business process taxonomies and flowcharts which incorporate leading practices, manual and automated internal controls tailored to the government's technology solution, and organizational roles needed to execute the process. Our methodology and tools allow us to focus on the "to-be" process to quickly develop solutions to meet the future needs of your organization.

We have tailored the business processes in our Target Operating Models to state and local governments. As part of the project and grants management businesses process, we consider internal controls over compliance as applicable, to align with the Uniform Guidance for grants management.

The **Powered Enterprise** methodology is comprised of five phases:



**Vision** – The primary objectives of the Vision phase are to launch the project, establish project governance, confirm the project baseline, and confirm the high-level TOM is aligned with business strategy.



**Validate** – The primary objectives of the Validate phase are to leverage tested Powered Enterprise assets to validate and document the comprehensive to-be TOM design layer components, finalize the solution design, and obtain approval to proceed to the Construct Phase.



**Construct** – The primary objectives of the Construct phase are to build and test the technology solution and design layers of the TOM using an iterative testing process, test the data migration process, and prepare for user acceptance testing (UAT) and deployment.



**Deploy** – The primary objectives of the Deploy phase are to gain user acceptance of the solution, deliver training to end users and implement the TOM and related business as usual (BAU) support.

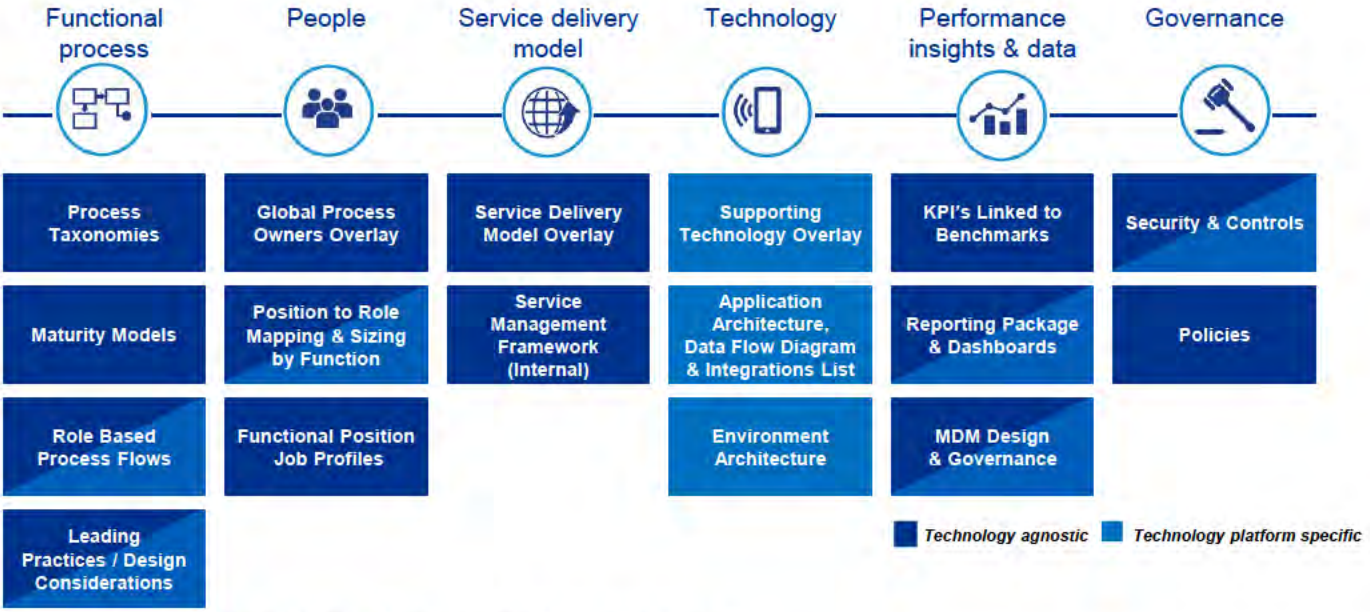


**Evolve** – The primary objectives of the Evolve phase are to complete post go-live support and value realization analysis, and transition to system steady-state, on-going enhancements and continuous improvements.

The Target Operating Model (TOM) is structured using six design layers: Functional Processes, People, Service Delivery Model, Technology, Performance Insights & Data and Governance.

The TOM and its 17 assets across the six design layers will provide a foundation for the specific activities requested in your RFQ. Below are graphics of the components and summary descriptions of the TOM.

## Target Operating Model Components




## Target Operating Model Summary Descriptions

### Process Taxonomies

End-to-end process decomposition that depicts the key processes and activities of the end-to-end process. KPMG has developed a projects and grants management process taxonomy that will be leveraged to execute the requested services.

### Process Decomposition with Supporting Technology Overlay

End-to-end process decomposition tileboard depicting the underlying technology applications that helps enable each process.

### Maturity Models

Five point scale with key competencies for a given function or end-to-end process at each level of maturity by TOM layer.

### Application Architecture, Data Flow Diagram & Integration List

Data flow diagram depicting key process inputs, data flows between systems for metadata (master data) and transactional data, and key reporting outputs. Significant system integrations are captured and described in a supporting integrations list.

### Leading Practices

Key business practices deemed to be more efficient and effective for achieving desired outcomes tied to processes.

### Environment Architecture

Timeline identifying necessary environments to support the software development lifecycle and how they will be used and updated before, during and after go-live.

### Role Based Process Flows

Detailed process flows that define the key roles, systems, activities, decisions and outputs for a given process.

### Value Drivers, KPIs

Value drivers defined by process area and aligned to TOM layers. Strategic and operational KPIs linked to benchmarks and are value derived.

### Global Process Owners

Executive owners for each end-to-end process who provide process governance and oversight. Not necessarily those that are responsible for process execution.

### Reporting Package & Dashboards

Matrix of key reports and dashboards by processes.

### Org to Role Mapping & Sizing by Function

Matrix of current state organizational roles v/s future roles, anticipated physical work location (service delivery model location) and resulting training needs.

### Security & Controls

Matrix of key risks and mitigating controls at the process level. Includes governance, risk and compliance (GRC) and robotic process automation (RPA).

### Role Based Job Profiles

Job profiles for each role which define required skills and capabilities.

### Policies

Matrix of key policies by process, along with GPO governance accountability.

### Process Decomposition with Service Delivery Model Overlay

End-to-end process decomposition tileboard with service delivery model overlay depicting potential performance location, e.g. TS, CoE, BP, SS etc. of processes.

### Service Management Framework (Internal)

Description of the necessary supporting processes and infrastructure required to operate a shared service or Global Business Services (GBS) delivery model, including processes, supplementary technologies, service level agreement (SLA) metrics and costing and chargeback mechanisms.

As described above, the TOM addresses all aspects of business process re-engineering including project and grant management. The TOM incorporates the maturity of the organization, process, people, service delivery model, and technology into the leading practices. Our pre-designed process flows are role-based with embedded leading practices, internal controls, and KPIs to measure efficiencies. KPMG would be pleased to provide a demonstration of our TOM assets and how they can accelerate the implementation of leading practices and internal controls.

# Snapshot of qualifications relevant to Category 1

As you read through this document, you will find that KPMG is the right firm to work with the Treasury on this opportunity. Below we present a snapshot of our qualifications relevant to Category 1 further explained in detail in the Experience of bidder on similar contracts section.

| Client Name | Description | Budget |
|---|---|---|
| [redacted] | KPMG provided grants accounting reconciliation and augmented [redacted] staff. KPMG developed a process to align monthly on-top entries for cost reimbursement grants from the Controller's office to the detail grant ledgers, and reconciled the accounts receivable amounts. | $1 million |
| Washington Metropolitan Area Transit Authority | Provided audit liaison support for audits and financial reviews, including cataloging documents, organizing and compiling responses to requests from auditors or regulatory agencies in performance of their audits and reviews. Provided training for the New Uniform Guidance, and provided subject matter advice for federal compliance, including grants awarded under the CARES Act. | $10 million |
| State of New York Health and Hospitals | Assisting client to assess readiness to implement and comply with a new accounting standard, GASB 87. Assessed current state business processes and identified gaps. Developed recommendations for improvement and a Roadmap that identified requirements for People, Process, and Technology. | $150 thousand |
| State of Texas, Texas Department of Transportation | KPMG is providing financial and operational advisory support services for a large state tolling organization as they replace the back office system used to support the collection, accounting, billing, customer service and reporting of tolls and toll revenue across the state. KPMG helped the state prepare for on-boarding of the back office system integrator by documenting current state activities, developing user stories and assessing potential software capabilities. | $2.1 million |
| Metropolitan Atlanta Rapid Transit Authority (MARTA) | KPMG provided a combination of operational audits and strategic transformation services to assess and improve MARTA's overall organizational, operational and financial effectiveness. As part of these services, KPMG led the cost analysis related to potentially outsourcing multiple functions across the authority, including human resources, payroll, information technology, and Mobility paratransit services. | $1.5 million |
| Virginia Department of Transportation | KPMG conducted an assessment to gain insight into the effectiveness, impact, and integration of its current workforce development programs into VDOT's strategy mission and outcomes. KPMG's assessment of current VDOT initiatives within VDOT's established workforce development framework, | $250 thousand |

# Category 2 - Financial auditing and grant management

**Scope of work**

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.

Our wide range of services and multidisciplinary teams have the ability to provide an array of service offerings while still maintaining continuity in who is providing your services. KPMG will leverage our professional team and PMO to deliver the tasks and services detailed below. The services in this section are related to providing our experience, tools and industry knowledge to assist you with learning about leading practices and incorporating these into your business model.

The KPMG approach to activities encompassed under Category 2 involve leveraging our Firm's available methodologies and tools to educate agencies, counties and cities on new options, processes and technologies, as well as integrating revised or new documentation and/or processes into your work stream. Our team's credentials and CRF experience allows us to cover the activities encompassed under Financial Auditing and Grant Management category. For this approach section, we will detail our approach per item due to the wide-range of topics.

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

For the first list of tasks in this item, a key differentiator that sets KPMG apart is our experience and capacity to plan, administer, coordinate and monitor, as well as use data analytic processes and tools based on deep practical and substantive experience related to the Code of Federal Regulation provisions applicable to CRF use and reporting rules (e.g., OIG-CA-20-021, OIG-CA-20-025, OIG-CA-20-028), US Treasury guidance, and FAQ's.

Our process begins with an all-hands kick off meeting which includes all the major stakeholders and as many of the key client contacts in the various departments as possible. The primary purpose of this meeting is to obtain an understanding of the State's financial and grants management environment, i.e.:

— Overview of the entire COVID-19 recovery process

— Significant sub-recipients and projects

— Information sources and current technology platforms

— Major problems and challenges, significant bottlenecks, and areas where improvements are needed

Immediately following our kick off meeting, we will initiate a series of interviews of appropriate officials and review documents, as necessary, to obtain an understanding of the State's grants management (including sub-recipient grantee monitoring capabilities and challenges), financial management (including internal controls), acquisition management (including compliance with Federal procurement standards specified in US Treasury guidance), budget management, and IT management functions and grants management capabilities. For example:

— Are the requesting entities in good standing?

— What is the necessity as it relates to COVID-19?

— What is the timeline for delivery/use of expense?

— Is there another source of funding available for this expense (e.g., FEMA, CDBG, etc.)?

— How will the material/equipment/service be procured? Was it competitively procured?

— Does the contract or purchase order follow local procurement guidelines, and does it include necessary federal, state and local contract provisions?

— Is all information included to make a reasonable eligibility determination?

As it relates to policies/procedures/systems and developing or modifying policies, the key is to understand the current "as-is" state of the process and provide our insight as to recommendations for future states. We are well-versed in documenting processes and assessing the gaps between regulations or objectives. As each task order is released, we will review and determine how we can assist with the enhancement of current policies and procedures or develop future state documentation, controls, and processes as needed. We will provide leading practice, templates, and other documentation to assist with developing new documentation, controls, and processes.

## 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

The impact to the State of New Jersey resulting from COVID-19 is unprecedented. While CRF from the US Treasury is significant, it comes with a myriad of rules, and regulations that must be considered. KPMG will assist the State of New Jersey navigate the sea of rules and regulations. The number and size of grants alone will be staggering and developing a sound grants management and fiscal management process early will greatly facilitate timely grant approval, effective oversight, accurate and timely reporting, compliance, and ultimately close-out.

Setting up effective grants management and fiscal management processes proactively will mitigate the opportunity for fraud, waste, and abuse, and promote economy, efficiency, and effectiveness of CRF operations. Toward that goal, we will perform a detailed review of the current grant and fiscal management processes and practices and make recommendations to streamline or improve the processes. Specific attention will be paid to areas which represent opportunities to expedite the receipt and disbursement of US Treasury grant funds; facilitate compliance with grants and financial management requirements; help ensure that the appropriate standard forms and documents are being used consistently throughout the State; improve State grant and sub-recipient reviews for financial risk before and after approving grants.

Furthermore, as an additional service, we will establish an automated database and tracking system for all CRF grants. The system will share information for ease of review for all parties and track the status of each grant and cross reference to supporting files and documentation. We will use the automated database to efficiently transfer knowledge to US Treasury Office of Inspector General officials throughout the State's claims process. In addition, an automated database and tracking system will facilitate: periodic account reconciliations; reviews of sub-recipients compliance with applicable laws, regulations, and guidelines, including reporting requirements, supporting documentation requirements, and environmental and historical preservation reviews.

While not specifically requested in your RFP scope of services, our proposal includes as a potential additional service the use of GrantCare as a leading Grants Management Solution (GMS) to enhance data collection, conduct analysis, and track documentation throughout the grant application and administration lifecycle. We believe that implementing a modern grants management and compliance software could result in significant time and cost savings for the State through increased automation and refocusing of manual claims unit efforts.

If specifically asked via a mini-bid, KPMG can develop and has deep practical experience in deploying demonstrated technological capabilities to streamline federal grant pursuit, use, and monitoring such as automation, analytics and even artificial intelligence can drive improvements that will ultimately provide

immense value in the validation process. If asked for in a mini-bid or assignment KPMG has the capability to deliver on this requirement.

For this engagement with the State, the KPMG team would be ready to configure and deploy a grant management technology solution that provides the tools to decrease administrative time and accurately track expenditures.

Our proposed solution, GrantCare, is a web-based application built on Microsoft Dynamics 365, with security enabled at record-level, field-level, role-based, hierarchical, and across access points. The solution is already operating in Texas, Louisiana, and New York to serve state and local government entities managing disaster recovery grants from FEMA, HUD, and state emergency response agencies.

GrantCare includes the following key functionality across the grant lifecycle:

| | | | |
|---|---|---|---|
|  |  |  |  |
| Accept, manage and process application | Administer grants | Manage documents | Track progress |
|  |  |  |  |
| Send regular updates | Make payments | Review for compliance | Generate reports |

The features of our proposed GMS that we believe could be beneficial to the State include:

— **Document Management:** Configured to work with SharePoint a content management solution. SharePoint libraries are associated with each application and work processes. Documents are searchable from within SharePoint and can be directly uploaded

— **Communication:** An easy-to-configure workflow engine to send e-mails, texts and notifications so that the user does not lose valuable time looking for an update, and can focus on what requires their urgent attention

— **Reports and dashboards for tracking grants and projects:** Dashboards, web resources, customizable documents and spreadsheets help ensure that case managers have the tools they need to stay on top of their applications and cases at all times. The Program Overview dashboard is a simple overview of expenses incurred, payment/disbursement stages across all programs managed

— **Audit log for all actions:** Every single action taken on an application is captured in our Audit History record. Audit History shows the original value, new value, date changed and user responsible for the change. This audit history search feature helps enable authorized users to query the entire system, so if there ever is a concern raised about at a programmatic level we can quickly identify changes made across all applications. This allows management to quickly address minor issues before they become major problems

— **Information protection and compliance:** Understanding the risks associated with the misuse of Federal funds, GrantCare incorporates compliance-controls at each stage of the recovery process. The team is well acquainted with the CDBG-DR lifecycle and has system controls built to help ensure all steps are brought to a logical conclusion in accordance with the Stafford Act and federal regulations.

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

We understand a tool needs to be user-friendly, accurate, and timely for it to be of use and provide value. KPMG is a strong advocate for tool development that will give you the information you need, when you need it. KPMG is able to provide leading practices, recommendations for improvements and suggestions for monitoring tools related to measuring performance and monitoring financial information on an on-going basis. The development of key performance indicators is an integral component of developing good strategy. With our research on leading practices, our team will turn its attention to providing recommendations as you develop and implement a formal performance measurement regime. These recommendations will provide a potential road map for enhancements with specific action steps, possible resources and challenges, timing and regulatory requirements for agencies, counties, cities, towns and non-profits to consider.

When KPMG assists clients with establishing metrics to support advanced analysis and overall management, we begin by assessing any performance measures already in use. We will identify, review and catalog current measures and their supporting data sources. Existing measures are evaluated in terms of how each one supports and aligns with the overall direction and goals of the initiative. KPMG will work with you to understand what currently exists that works well and understands the gaps that exist to move toward a more comprehensive analysis of performance measures to analyze the success new measures in place. Building upon what already exists and upon the leading practices revealed by our research, the project team will develop a "balanced scorecard" approach that responds to the key criteria you would like to measure while also taking into account current statutory and regulatory reporting requirements and the level of effort/cost.

Performance metrics may require the development of new processes or refinement of existing processes to help accurate collection of data and to resolve gaps. Through clear and concise documentation of these various interactions including checklists, criteria, frequency of review, etc., we anticipate providing a road map that has been vetted and adopted by management that can assist with monitoring performance and making decisions based on that performance going forward.

When developing the road map and additional tools during the course of the engagement, our team will remain cognizant of the fact that one group may intend to expand this approach to other departments or agencies. While the tools developed to assist with that initiative will be developed to be transferable, we anticipate the deliverables for this project will be tailored to the specific client of the task order.

Some of the deliverables we have created to date for CRF include dashboards (see example screen shots below), key performance indicators, desk review procedures, and other specified reports. For example:

— Eligibility assessment tools to guide local governments in identifying good fits for each COVID-19-related expense.

— A series of survey templates specifically catered to collect information from municipal entities, healthcare providers, social service providers, education providers and small businesses. These survey templates can be utilized to assist local government leaders make quick, informed decisions regarding their CRF proceeds, in a fair, reasoned and transparent manner.

— Application models specifically catered to collect required information from municipal entities, healthcare providers, social service providers, education providers, small businesses and others. These products can be utilized to assist local government leaders' review and process CRF payment or funding requests in a timely and compliant manner.




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

The four steps we will use to monitor CRF grant payments, accounting, budget management, and reporting requirements and general grant process monitoring are outlined below. Through performing these steps, we are gaining an understanding of the process in place and how it may differ from a fully compliant, effective process. Upon issuance of each task order, these steps will be tailored and explained in more detail for each process, using the relevant specifics unique to each project.

— **Initiate and Conduct a Project Kick-off** – Before commencing work on the project, the KPMG team will work with the sub-recipient project manager to plan the work, including confirming the objectives and scope, refining our approach as needed, and confirming agreement on the resulting deliverables. At the conclusion of this planning activity, we recommend holding a project kick-off where the scope, approach, and timeline can be communicated to project stakeholders and they can meet the members of the team they will be working with.

— **Assess the Current State** – It is during this phase that our team will conduct the preparation activities for our analysis and establish an understanding of the current state processes in scope. Without an understanding of the current activities, we will not be able to properly address if grants

management, accounting, and budget management processes are compliant with federal regulations. Our team begins by reviewing grant awards, action plans, available process and policy documentation and any previously completed analysis to identify the critical business areas to be covered, the stakeholders responsible for each area, and the key sub-processes within each area. This review provides a baseline for understanding the current state environment. We then meet with the stakeholders to validate our understanding and fill in any incomplete areas. As part of these initial stakeholder consultations we also solicit feedback on perceived areas for improvement or critical risk areas that are of concern. We document our understanding of this "as-is" state with process flows with brief process descriptions. During this time we will:

- Confirm key stakeholders we should interview and the staff/positions or roles
- Identify existing leading practices where applicable
- Confirm our understanding of all regulatory requirements around the process.
- Conduct initial interviews with applicable parties
- Review available applicable documentation including grant awards, existing policy and procedure documents, reports, or other materials to gain a detailed understanding of the current state
- Based on the results of the Planning stage, we will create a profile of the current "as-is" environment which will serve as the baseline for our analysis and applicable test steps

— **Conduct a Gap Analysis and Recommendations for Improvement –** This phase is where KPMG reviews where the current process stands compared to regulatory requirements and/or leading practices. Critical to remain in compliance, this stage assesses where there are current areas of non-compliance (which will be reported immediately), where there is risk of non-compliance, and any other areas of concern. Comparisons will be made by considering concerns of management, knowledge of leading practices, detailed analysis of compliance regulations, and knowledge of future changes to regulations.

To gain comfort over the quality of the processes in place, we will assist in assessing the validity of the current process. Comparisons will be done to determine the effectiveness of the quality control procedures in place. For the grants payment process, this means testing actual transactions to review all phases of the process for compliance. For financial reporting, we will test transactions to make sure they are meeting the compliance standards set by the Treasury's Office of Inspector General. It is important to note that monitoring activities will be considered a leading practice and this process will document areas where monitoring should be increased or implemented.

All gaps and quality control issues will be vetted with management and key stakeholders for accuracy.

At the close of this phase, Management and key stakeholders will have an understanding of any areas of non-compliance and areas of potential non-compliance and key risk areas. KPMG will assist in rating these risks to determine which pose the highest threat to you- this will be done by comparing both the impact the risk would have and the likelihood of the risk occurring.

— **Define Desired State and Close** – This last phase contains the key steps from the outcomes identified in phase 3 and assisting to establish a desired end state—and the steps it will take to get from point A to B. For This means KPMG will assist with:

- Assigning ownership to each item
- Planning how to move forward to achieve the set goals and objectives
- Correcting past areas of non-compliance if applicable (i.e. alert the correct parties, request repayments, etc.)

This exercise cannot just be completed and put in a drawer—this must be dynamic given the constant change in regulations and project plans, especially with this pandemic. KPMG will assist with tools and techniques to assist in remaining in compliance and continuous evaluation of processes.

### Example Deliverables

The following are the deliverables we are expecting to provide to the State as a result of our work addressing the scope components highlighted above. Depending on the nature and scope of each task order issued by the State, there may be some variation in the deliverables desired by the State for each scope item.

- **"As-Is" Process Documentation** – will include key data/process flow diagrams describing the current state of the processes, as confirmed by management. These flows and diagrams will be accompanied by narrative summary of the processes, including time-frame estimates and organizational staff roles. This documentation will be provided to management in draft format and finalized upon their review and comment. A listing of personnel met with will be included.
- **Gap Analysis Report** – This will detail each process reviewed and better practice recommendation. Heat maps illustrating top risk areas (as determined by management) will be provided as a supplement. This will also summarize key areas tested via samples.
- **Implementation Road Map** – This will detail the areas to be addressed, the owners of each area, the steps to be taken, and the desired outcome.

Our deliverables will be presented to the State for comment and approval before being finalized and will be subject to a deliverable acceptance procedure to be defined in each mini-bid.

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

KPMG has long been a firm that deeply believes that training is a way to enhance our professional's skills and drive efficiency on our engagements. We bring this belief with us for task orders where training could be applicable.

We are well-positioned to serve the Treasury. Our compliance and ethics thought leaders and former in-house ethics officers will work with you to design and deliver customized instructor-led ethic based workshops around fraud, waste, and abuse prevention and detection. We will leverage our internal methodology, past client experiences, and other leading practices to meet training objectives. Throughout the tasks associated with this project, we will bring to bear our extensive experience helping clients design, implement, and assess ethics and compliance programs, as well as our experience helping clients evaluate the attitudes, opinions, and perceptions of its employee population.

KPMG has routinely developed training materials that can be tailored to a client's needs and is ready to provide training sessions on various topics relevant and necessary to support this complex process of fraud, waste and abuse understanding, prevention and detection. We have provided numerous trainings to clients and third-parties in the past via many mediums. These can be via remote webcasts, small or large group sessions, facilitated workshops, or another medium deemed appropriate. Many of our proposed core team members have served as KPMG national instructors and are comfortable presenting to large groups.

KPMG will actively work with the project liaison to determine appropriate audiences and delivery means well suited for the task order. We anticipate training will take place in local offices, at either at yours or the KPMG offices. We stress that training and outreach generally should not be a one-time occurrence—it should be done early and often and can be built into our work plans deemed appropriate.

The detailed content of the training and education sessions will be modified based on the identified audience. We anticipate offering the following training and education opportunities to selected stakeholders:

— **Remote Facilitated Workshops:** KPMG anticipates conducting remote facilitated workshops to promote clarity and understanding of the recommended regulations around fraud, waste, and abuse. This would involve discovery and analysis of business process and control review and highlight the consequences of non-compliance.

— **Informational Webcasts:** KPMG is able to continue the flow of information through focused webcasts. This will help ensure up-to-date information and new requirements are shared. We anticipate providing webcasts for employees as well as contractors and the general public if necessary.

During the course of any task order, if we notice an opportunity where applicable training would enhance the process, we will bring to the attention of the project sponsor.

### Example Deliverables

The following are the deliverables we are expecting to provide to the State as a result of our work addressing the scope components highlighted above. Depending on the nature and scope of each task order issued by the State, there may be some variation in the deliverables desired by the State for each scope item.

— As-Is" Process Documentation and leading practices for any updates to policies and procedures
— Project Management Plan to oversee and monitor various projects and changes amongst functions
— Key considerations for developing and implementing grant systems
— Sample performance monitoring tools and reports for specified processes
— Training slide decks and course material used to deliver education sessions
— Our deliverables will be presented to the State for comment and approval before being finalized.

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

Because federal guidance pertaining to the use of CRF is limited (e.g., US Treasury Guidelines, FAQ's, OIG Memoranda) and remains subject to interpretation, agencies, counties and cities must develop a process for evaluating expenditure requests and eligibility considerations. This includes an Eligibility Review Memo for large or unconventional expenditures to document cost reasonableness, timeliness and necessity as it relates to COVID- 19, and any compliance risk considerations and associated mitigation strategies. Noting local impacts or COVID-19 characteristics at the time expenses are incurred will help establish that the decision was reasonable, prudent and proportionate based upon the information available at the time. This will be key when demonstrating why costs may have been elevated, why you acted using emergency procurement provisions, or why the use of CRF funds was the most suitable option.

KPMG is working with state and local government clients providing eligibility review services for high risk or large cost expense items. Our team of subject matter professionals have developed a comprehensive library of Eligibility Review Memos covering PPE, public and private facility retrofits, rental assistance programs, property acquisitions, payroll expenses, public health initiatives and contact tracing and serological testing. This helps enable us to efficiently support county and city clients seeking to make timely and informed decisions regarding expenses with the appropriate compliance considerations established before an expense is incurred.

## Snapshot of qualifications relevant to Category 2

As you read through this document, you will find that KPMG is the right firm to work with the Treasury on this opportunity. Below we present a snapshot of our qualifications relevant to Category 2 further explained in detail in the Experience of bidder on similar contracts section.

| Project Name | Description | Budget |
|---|---|---|
| State of Florida – Florida Division of Emergency Management - FEMA Public Assistance Grants Management – Hurricane Michael | KPMG is engaged to perform comprehensive FEMA PA grants management starting with recipient review through project closeout for one of the strongest storms on record to exist in the open Atlantic region. Hurricane Michael was a Category 5 storm that caused widespread devastation, with damages estimated in excess of $4 billion. KPMG supports FDEM with recovery efforts for over 100 applicants in Bay County, including Private Non-Profits, hospitals, local governments, and school districts. KPMG interacts with applicants on a daily basis, assisting with communications, document requests, status updates, and helping applicants navigate the Public Assistance process. | $665 million |
| State of Florida – Florida Division of Emergency Management - FEMA Public Assistance Grants Management – Hurricane Irma | KPMG is engaged to perform comprehensive FEMA PA grants management starting with recipient review through project closeout for one of the only storms in US history to make landfall twice in mainland United States. Hurricane Irma sustained damages estimated in excess of $3.4 billion. KPMG supports FDEM with recovery efforts for the most impacted region, South Florida, including subrecipients throughout Palm Beach, Broward, Miami-Dade and Monroe County (Florida Keys). | $600 million |
| State of Florida – Florida Division of Emergency Management - FEMA Public Assistance Grants Management – Hurricanes Matthew and legacy storms Fay, Ike, Gustav, Isaac, Hermine, and Nate | KPMG is engaged to perform comprehensive FEMA PA grants management starting with recipient review through project closeout for Florida's legacy storms. KPMG supports FDEM with recovery efforts for the most impacted regions, Northeast, Central and South Florida, including subrecipients throughout Volusia, Orange, Brevard, Palm Beach, Broward, Miami-Dade and Monroe County (Florida Keys). KPMG interacts with applicants on a daily basis, assisting with communications, document requests, status updates, and helping applicants navigate the Public Assistance process. | $1.4 billion |
| State of Florida – Florida Department of Transportation - FEMA Public Assistance Grants Management Assistance | KPMG is engaged to perform comprehensive FEMA public assistance grants management services beginning with project formulation and assisting through project closeout. The vast majority of work performed as a result of the declared disasters relates to emergency work for Hurricane Irma and Hurricane Michael with costs totaling approximately $75 million and approximately $625 million, respectively. | $650 million |
| State of Georgia, Office of Planning | KPMG, with the support of GrantCare, has developed a grants management solution which was configured based on the | $3.5 billion |

| Project Name | Description | Budget |
|---|---|---|
| and Budget CARES Act Coronavirus Relief Funding | State's CRF needs. The solution is built on Microsoft Dynamics 365, and leverages pre-configured modules as accelerators to quickly develop the baseline Minimally Viable Product (MVP) in only 2 – 3 weeks. | |
| South Carolina Department of Commerce | The State of South Carolina engaged KPMG to assess the State's economic impacts and vulnerabilities stemming from the COVID-19 pandemic and related business shutdowns and longer-term restrictions and offer strategic advice on federal and state resources, programs, and other initiatives to address identified challenges as part of the State's reopening and recovery efforts. | $1.9 billion |
| Loudoun County, VA | KPMG is supporting Loudoun County in its use of Title V CARES Act Coronavirus Relief Funding (CRF). This engagement includes providing strategic program design counsel, evaluating program proposals for consistency with applicable federal rules, advising on program procedures and tactics for increased efficiency, and reviewing past and ongoing costs and related documentation to support compliance and responsible fund management and accountability. | $36.08 million |
| Colorado Division of Homeland Security and Emergency Management | FEMA Public Assistance disaster recovery grant program compliance and financial reconciliations for Colorado sub-recipients. Evaluate program compliance of all funding received via the FEMA Public Assistance program. Perform project closeout financial reconciliation of all recovery grants. Evaluate and recommend reimbursements based on program compliance. | $450 million |
| South Carolina Emergency Management Division | FEMA Public Assistance disaster recovery grant program support. Developed subrecipient "Request for Reimbursement" evaluation and compliance program, with exceptions and risk analysis decision matrix. Developed in-house training program for EMD staff. Provided grant development and applicant outreach program. | $900 million |
| Seminole County, Florida | Support all county departments in preparation and response to disasters. Develop education, planning, and emergency functions to capture disaster damage elements that will support the FEMA Public Assistance grants. Prepare all documentation to support the development of disaster grants for FEMA review. Project manage recovery projects budgets, timelines and construction schedules. | $29 million |
| Puerto Rico Department of Housing | Worked with the department of housing to develop a work plan and strategy that started the project up in less than five days. Developed program guidance, applicant outreach, initial inspections, and employee training. We managed the program execution with more than 1,100 in-house and subcontract staff, who reached more than 215,000 residents across Puerto Rico. | $207 million |

| Project Name | Description | Budget |
|---|---|---|
| | At the peak of the Puerto Rico STEP project, we employed and contracted with more than 1,500 people on the island. In a single 72-hour weekend, the recruiting team interviewed and hired more than 700 people from a variety of backgrounds—doctors, lawyers, teachers, hotel managers—people who were out of work and willing to do whatever it took to help rebuild their community. | |
| Puerto Rico Electric Power Authority | Tidal Basin Caribe continues to provide services to support PREPA's recovery from Hurricane's Irma and Maria. Their subject matter professionals and technical specialists provide experience and oversight on all aspects of FEMA's PA program with regards to Grants Management, Project Formulation, Policy Strategy as well as the 404 Hazard Mitigation Grant Program. | $1.8 million |

# Category 3 - Integrity monitoring/anti-fraud

**Scope of work**

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.

KPMG is well positioned to serve the Treasury as your Integrity Monitor. Our KPMG Forensic professionals have extensive experience monitoring complex programs in the context of fraud, waste and abuse and have worked with government oversight agencies to establish integrity monitoring protocols, including the Treasury, during Hurricane Sandy.

By assisting states and local governments with establishing financial controls, administering, and disbursing CARES Act, CRF funding, KPMG has identified and addressed a number of fraud risks inherent in most CARES Act CRF programs.

## a). Forensic accounting and all specialty accounting services

KPMG Forensic accountants and specialists possess the knowledge and experience to address not only the technical aspects of CARES Act CRF funding, but also the financial dimensions that affect business decisions[1]. This experience provides a unique perspective for objective evaluation of any CRF program. We assess the project status through interviews with key project management team members and provide key recommendations. Since KPMG brings its core financial skills to each engagement, KPMG Forensics' clients benefit from having a single, integrated team of forensic accounting and specialty accounting service professionals to evaluate issues arising on projects.

KPMG Forensic professionals have served in various roles, including:

- Corporate intelligence professionals
- Professional engineers and architects
- Contract and procurement professionals
- Finance professionals
- Forensic technology specialists
- Former federal and state prosecutors
- Former law enforcement agents and officers
- Certified Public Accountants
- Auditors
- Certified Fraud Examiners
- Certified in Financial Forensics professionals

- Our Forensic accountants have extensive experience analyzing projects to detect over-billing and double billing schemes, change order issues, procurement schemes, payment procedures and compliance with US Treasury Memorandum (e.g., OIG-CA-20-021, OIG-CA-20-025, OIG-CA-20-028), CRF Guidelines and FAQ's and CFR 200 regulatory requirements;
- Former prosecutors and investigators, with law enforcement backgrounds, who work hand-in- hand with the accountants, and are also adept at detecting illegal activities and gathering needed evidence and witnesses regarding unethical and illegal conduct;
- Corporate Intelligence professionals who specialize in performing research of a wide variety of data sources and information to gather intelligence on people and companies globally. Our professionals utilize KPMG proprietary solutions to assess key personnel, vendors, consultants, and subcontractors to identify possible integrity issues. Our professionals leverage technology to cull through publicly available information to identify criminal or civil litigation and convictions, sanctions, debarments,

[1] As described further in the Experience section of our proposal KPMG Forensic professionals are performing the following: a) current state assessments of State and Local capabilities (e.g., communication, governance, process, staffing, and technology systems) to support the implementation of Coronavirus Relief; b) historical reconciliation of Coronavirus Relief Fund amounts disbursed to date including applicant population, funding sources and activities performed to date by States; and c) assessing needs related to support for other COVID-19 funding related streams relating to the CARES Act and FEMA Public Assistance at the request of the State

related parties, beneficial ownership interests, or other possible adverse information including instances of business/professional misconduct through media; and

— Construction Engineers with extensive experience detecting materials substitution schemes and Buy America violations, front loading and mark-up schemes, change order fraud, falsified inspection reports, hazardous materials handling issues and procurement schemes.

This vast experience and our methodology of combining on-site observations, operational improvements, and investigative processes, will help enable KPMG to combat fraud, waste and abuse in the government's administration of CARES Act CRF funding programs.

## b) Continuing Risk Assessments and Loss Prevention Strategies

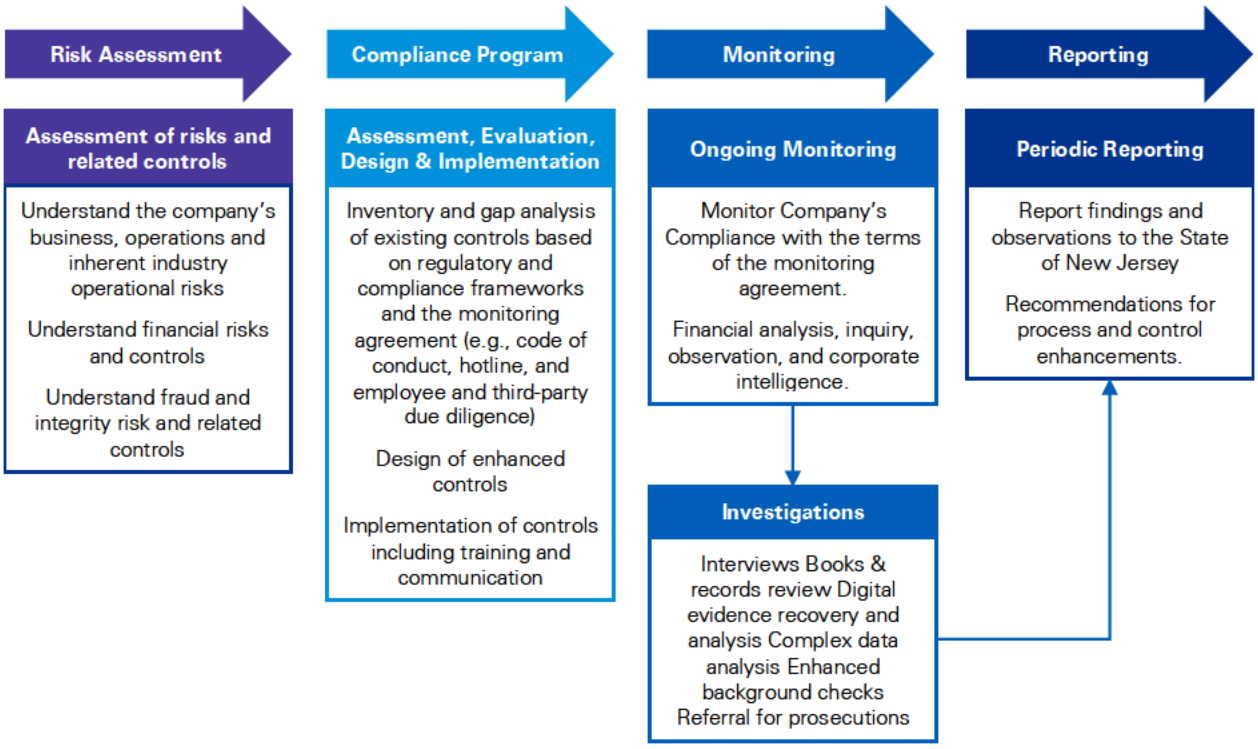
The KPMG approach to effective fraud risk management is derived from our engagement experiences as well as established regulatory frameworks (e.g., GAO approach on "effective framework for fraud prevention, monitoring, and detection). Our approach employs controls that encompass three key objectives:

— **Fraud Prevention** – reduce the risk of fraud and misconduct from inception of the program

— **Fraud Detection** – discover fraud and misconduct in its earliest stage when it occurs

— **Fraud Response** – Assist client with corrective action and remediation of the harm caused by fraud or misconduct

Every integrity monitorship is different and requires a customized integrity monitoring program in order to be successful. KPMG will work closely with key stakeholders to implement scalable cost-effective programs that assist the monitored program in achieving the highest level of business integrity throughout the monitorship term and beyond. Some of the key elements of our integrity monitoring program are as follows:



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

At the beginning of each monitorship assigned, KPMG will promote leading practices by performing the following:

— Identifying and documenting programmatic compliance requirements such as:

- Eligible applicant populations
- Eligible uses of funds and categories of spending
- Periods of availability
- Application qualification thresholds
- Monitoring and reporting requirements
- Acceptable supporting documentation for each spending category

— Testing that Programs have developed and documented end-to-end processes for the following areas:

- CRF funding application intake and processing;
- Reimbursement request intake, review and approval;
- Risk-based performance monitoring of program participants;
- Performance and programmatic reporting
- Program closeout and document retention

— Defining the technical requirements that may be necessary to support applicant processing, payment processing, compliance management, reporting, and closeout.

— Developing and documenting accelerators (e.g., quick user guide, Frequently Asked Questions (FAQs), application checklist, reimbursement checklists, reporting templates) to support the operationalization of the application and reimbursement processes; and

— Developing key performance indicators and benchmarks for process execution (e.g., application processing times, reimbursement processing times, subrecipient monitoring timelines, reporting generation times, closeout processing times etc.)

## d). Prevention, Detection and investigation of Fraud and Misconduct

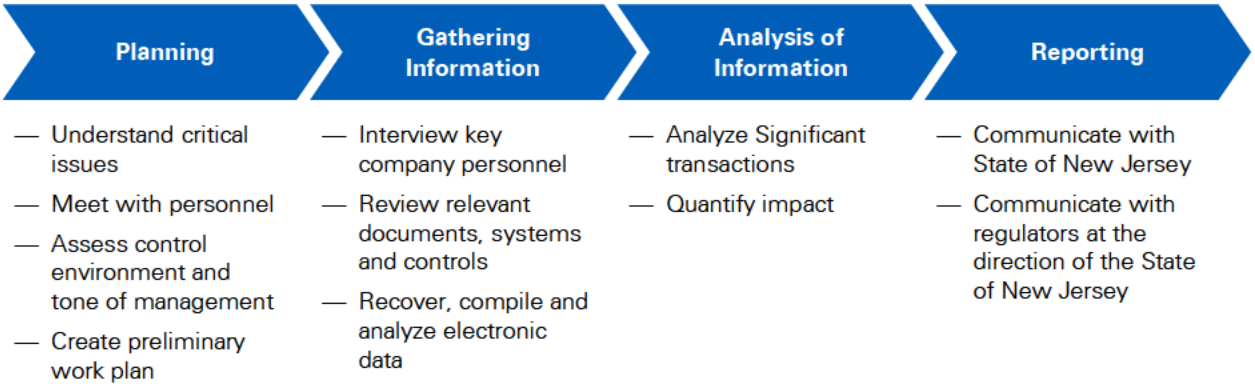
KPMG understands the sensitivities surrounding a fraud or misconduct investigation, including the urgent need for quick response and confidentiality. We are acutely aware of the disruption that an indiscreet and prolonged investigation can impose on an organization and its people. We are organized to provide rapid response by a highly experienced investigations team possessing skills and resources necessary to successfully execute an investigation. KPMG has performed investigations relating to financial reporting fraud, misappropriation of assets, bribery, corruption, and violations of laws and regulations. In particular, KPMG has performed investigations involving payroll (ghost employees, Inflated hours, fictitious hours, unauthorized pay rate changes), purchasing (bid fixing, kickbacks, connected companies, advance fee fraud and overfilling); sales (diversion of sales, kickbacks, writing-off debtors for a fee); and cash (check fraud, electronic payment fraud and manipulation of bank reconciliations).

The KPMG Forensics engagement team which is helping states and local governments design and administer pandemic responses and recovery programs to use and disburse CARES Act, CRF, Stimulus, and FEMA funding provides visibility into multiple areas of concern as a result of our data analysis,

investigations, file reviews, and reviews of policies and procedures for appropriate anti-fraud elements. In addition, the team has served as integrity monitors for the State of New Jersey, City and State of New York, State of Alabama, and State of Louisiana. As a result of our experience and track record, Inspector Generals have relied on KPMG professionals to provide investigative support for matters referred to federal law enforcement. This is discussed further in the Experience section of our proposal.

With KPMG, the Treasury will benefit from the firm's proprietary Global Investigations Methodology, which is a culmination of worldwide leading practices. Working closely with clients and attorneys, and being mindful of various litigation issues, KPMG Forensic professionals approach every investigation in a confidential manner. Our investigations can focus on particular transactions or a more comprehensive review of data or case material.

### Global Investigation Methodology Summary at a Glance




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

KPMG has acted as the Integrity Monitor for organizations analyzing compliance with applicable laws, governmental regulations and has assisted clients in the establishment of internal control policies and procedures. KPMG will leverage our Fraud Risk Management methodology to assess the existing the Treasury procedures and processes. This methodology provides clients with the tools necessary to manage risk in a manner consistent with applicable laws and regulatory requirements. The objective of this step is to assess the design and operating effectiveness of procedures and processes for fraud, corruption, and cost abuse. During this step, KPMG evaluates each relevant control for potential design gaps and/or operational weaknesses. Our team will evaluate existing controls compared with leading practices.

This also includes assistance with the design and implementation of program elements to address identified gaps in controls (e.g., codes of conduct, whistle-blower hotlines, accounting and financial controls, employee and third-party screening and training and communication programs). KPMG will report apparent gaps or recommendations for improvements to the Treasury.

## f) Provide Data Management Systems/Programs for the Purpose of Collecting, Conducting and Reporting Required Compliance and Anti-Fraud Analytics

Forensic Data Analysis (FDA) is the process of looking at disparate sets of data that organizations routinely collect and extracting additional value from this information by making a series of comparisons, summaries, and aggregations to detect anomalies, patterns, and trends that could indicate fraud or other misconduct. Our FDA methodology contains guidance on key issues and risks to consider when conducting data analysis and encompasses engagement planning and project scoping, data extraction, security and data transfer privacy issues, data processing and analysis, and the presentation of results to the client.

K-DAT, KPMG's proactive data analysis, combines the forensic and investigative experience of KPMG Forensic professionals with the use of sophisticated data analytics tools and methodologies. K-DAT helps organizations analyze any transactional data set including: vendors, employees, accounts payable, payroll, and other large data sets to identify irregularities and anomalies. Working with hundreds of clients worldwide through our network of member firms, the K-DAT application has been applied across numerous industries and business processes.

KPMG will build and utilize a Database for use as a repository for collecting, and reporting on information received from State of New Jersey agencies and locals. The database output will be utilized for the following:

— Analysis of the supporting documents within that database including recording our findings;

— Maintenance Quality Assurance through tracking first level, second level, and final review of all expenditures; and

— Delivery of status reports and interim findings regarding analysis performed.

## 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

KPMG has extensive experience conducting integrity monitoring services in the engineering and construction industry. Our KPMG Construction Advisory practice provides services tailored to meet the needs of large capital engineering and construction projects and programs. We assess existing project controls, assess compliance with contractual and regulatory requirements, assist clients to improve management oversight on complex and troubled projects, and provide targeted services aimed at more effectively and efficiently delivering projects. The KPMG Construction Advisory practice is a recognized leader within the industry and is exposed to billions of dollars in construction projects each year. Our practitioners bring this knowledge to our clients and have the construction industry experience, knowledge, and insights necessary to assist with each project. Our team is comprised of professional engineers, former construction managers, general contractors, schedulers, estimators, construction attorneys and accountants. Leveraging our distinct methodologies and our leading practice library, we help our clients gain efficiencies, manage risks, and improve their bottom line.

The scope of our engineering and construction integrity monitorships include both desk and field reviews. Specifically, we will assess program, project and contractor compliance with contracts, agreements, program processes, and applicable federal and local regulations. Some areas that may be assessed include project scoping, estimating and budgeting process, vendor selection and procurement, payment applications, change orders, construction compliance, consultant compliance, project safety, project close-out, schedule performance, project management reporting. As part of our field reviews we

will review completed work for consistency with the plans and specifications and if construction is sufficiently advanced to warrant the requested payment, and consistent with the contract terms and approved payment schedule.

## Snapshot of qualifications relevant to Category 3

As you read through this document, you will find that KPMG is the right firm to work with the Treasury on this opportunity. Below we present a snapshot of our qualifications relevant to Category 3 further explained in detail in the Experience of bidder on similar contracts section. Please note, the scope of these qualification also applies to category 2.

| Project Name | Description | Budget |
|---|---|---|
| New York City Department of Investigation – Rapid Repairs Program | KPMG served as the Integrity Monitor of two construction firms providing post Hurricane Sandy home repairs through the City of New York's $500 million FEMA funded Rapid Repairs Program. KPMG was engaged to help deter acts of fraud, investigate instances of contractor/subcontractor waste and abuse, and provided various analyses around potential contractor overbilling to the City. | $500 million |
| New York City Department of Investigation – Build it Back Program | KPMG served as Integrity Monitor selected by the NYC Department of Investigation for four construction firms providing post Hurricane Sandy home repairs through the City's $2.2 billion US Housing and Urban Development funded Build It Back Program. | $2.2 billion |
| Department of Information Technology & Telecommunications (DoITT) – Emergency Communications Transformation Program (ECTP) | KPMG performed project oversight and monitoring services on the final stages of a major metropolitan city agency's emergency telecommunications program. The scope of the engagement included oversight of both the technology aspects of the program as well as the construction of a new 10-story data center in New York City. | $2.2 billion |
| New Jersey Department of Treasury - Atlantic Highlands Harbor Marina and Piers | In the aftermath of Super Storm Sandy, KPMG was engaged by the New Jersey Department of Treasury to provide integrity oversight and anti-fraud monitorship for the Atlantic Highlands Harbor Marina and Piers ("Borough"). | $15 million |
| Middlesex County Utility Authority - Pumping Station Project Monitoring | KPMG was engaged by the New Jersey Department of Treasury to provide integrity oversight and anti-fraud monitoring of the Middlesex County Utility Authority Pumping Station Projects. | $120 million |
| New York State Department of Housing – Governor's Office of Storm Recovery | KPMG was hired to conduct an independent review into the billings of a specific contractor related to their work performed under the Housing and Urban Development funded Hurricane Sandy programs for New York State. Utilizing data analytics, KPMG's review focused on instances of overbilling, billing irregularities and/or fraudulent billing schemes. | $500 million |

# Section 3 - Organizational support and experience



## Management overview

| | |
|---|---|
| Q. | **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.**<br>**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.** |

## The KPMG Value Delivery Framework (VDF)

While we understand this is an effort to conduct Oversight and Monitoring services to help the State ascertain its compliance with the CARES Act requirements we still believe this is a large opportunity to drive value. Value can come in many forms, better understanding, improved compliance, and readiness for the next event or for the next round of funding. With that in mind, and as part of our approach to managing the complexity of your CARES Act program, we bring a framework to not only help you with the main task of Oversight and Monitoring, but to also take this opportunity to create, capture and protect value. Our Value Delivery Framework (VDF) is used in alignment with our subject matter knowledge of all 3 Categories in your RFQ as well as our experience helping governments meet the CARES Act regulations. Our methodology includes strategies to manage the CARES Act projects through their lifecycle by addressing the following key questions:

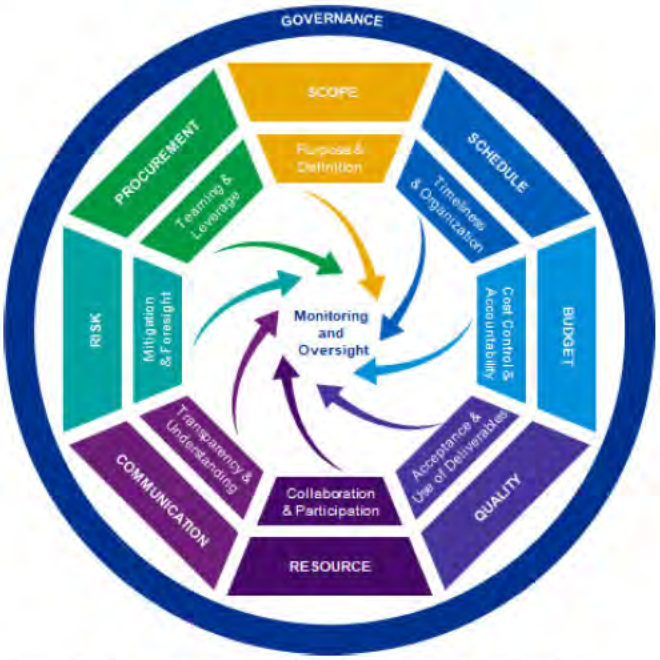
— How do we evaluate whether the project is in compliance with CARES Act standards?

— What is the value being realized through the program?

— How do we assess and quantify the value?

Your Oversight and Monitoring vendor will need to manage through a complex and unprecedented environment. KPMG's methodology provides ways to mitigate project risk and increase the probability of a successful, on-time service delivery which is essential given the vital impact and risks of the CARES Act program. Our project management methodologies and supporting guidance materials were designed and developed based on guidance from industry groups, such as the Project Management Institute (PMI) and we are well versed in widely accepted techniques, skills, and approaches. Consequently, we will coordinate our resources efficiently and effectively into the State's environment, and we have no concerns about adopting, executing, and delivering on the project requirements.

The KPMG Team understands there is not a "one-size-fits-all" approach to delivering the set of services noted in the RFQ. Through lessons learned on previous disaster recovery engagements, and with many different clients, we know that leveraging a tested and scalable framework can accelerate effective delivery. Keys to delivery include goals listed below:



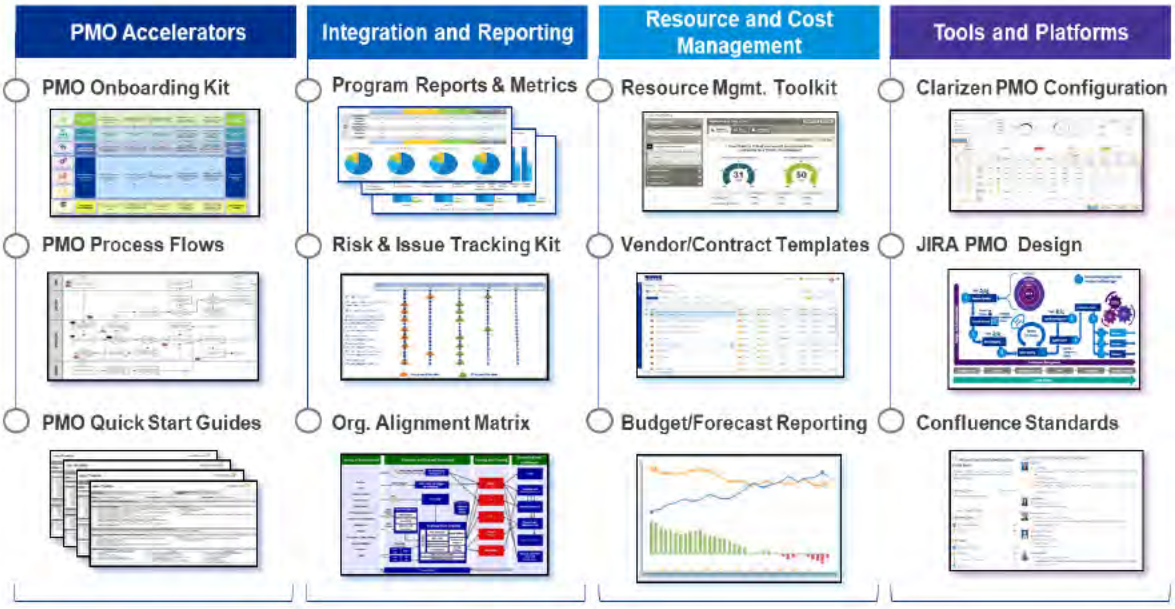

- Increase risk mitigation, value creation and the likelihood of success with guidance that helps establish consistency, transparency, and control
- Guide and assist stakeholders through structured subject matter and industry standard-based methodologies and templates
- Drive a clear articulation of compliance standards for each program
- Help ensure a high level of rigor and accountability for the scope of each assignment
- Provide leadership to consolidate data so that it is meaningful, value-added, and current, to help the State make informed decisions

Our methodologies include a multifunctional PMO organized to foster discipline; manage expectations; create transparency; manage risks and issues; leverage resources; and provide the tools, processes, and metrics that facilitate a productive project work environment. In this capacity, the PMO is the "team behind the team" with a primary focus on coaching and facilitating work streams to iteratively deliver incremental value that is aligned with the Treasury's overall goals.

The PMO Team is responsible for driving measurable performance outcomes. Our ability to provide an experienced, seamlessly integrated delivery team will directly contribute to a more likely successful delivery outcome. The PMO will function both to support your overall Oversight and Monitoring program and to manage our engagement. We understand the State's Project Management team reports to key stakeholders from across New Jersey and our team is ready to become an integral part of this team, serving in a leadership capacity under your Project Sponsor. On the following pages we detail our approach and methods for executing an efficient and high quality engagement in this challenging environment. Our aim in this section is to detail our capabilities, approaches and methods to run an efficient program or project.

## Rapid start

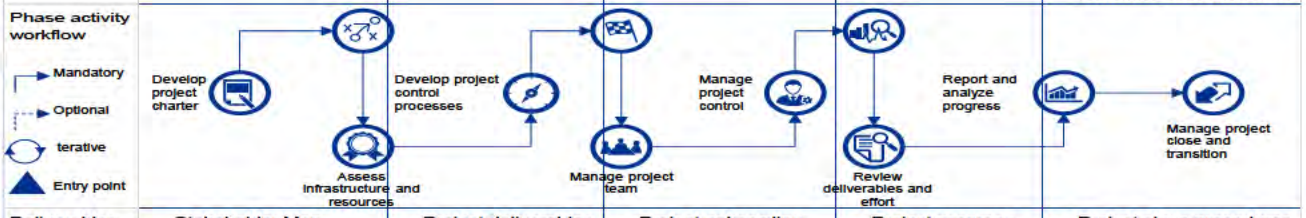
On Day 1 KPMG brings an integrated suite of PMO materials that have been refined and "battle tested." These materials have already earned top marks and are being used across multiple existing teams with demonstrated, predictable, and repeatable results. Relevant materials include:




### *Project Management by Phase*

Project management is accomplished through the appropriate application and integration across the five phases of a project: Scope, Organize, Execute, Check, and Transition. Like the five phases of a project in PMBOK, our method also contains five phases, though named differently to better reflect our clients needs. The objectives and outcomes of each phase align to those prescribed in PMBOK, and have been updated based on our professional experience as shown below:

### *Project Management Phases:*

| PMBOK | Initiation | Planning | Execution | Monitoring & controlling | Closeout |
|---|---|---|---|---|---|
| **KPMG 3PM** | **Scope** | **Organize** | **Execute** | **Check** | **Transition** |
| Phase description | Create and gain agreement on a project charter. The project charter helps establish the scope and objective, initial costs and resource estimates, assumptions, constraints and governance structure associated with the project. | Create and establish plans and procedures for managing the project form its execution through to its close and transition. | Initiate the project work, as well as administrative support plans and control processes. | Accumulate progress and completion data for the project and create reporting that provides useful information to project leadership to conduct effective monitoring. | Administer the close of the project and execute the transition of deliverables or ongoing operations to the appropriate parties within the organization. |
| Key phase objectives | — Identify key stakeholders<br>— Initiate roles and responsibilities definitions<br>— Establish performance requirements and metrics | — Develop the project plan<br>— Develop the administrative plans<br>— Develop the project management plan | — Secure and onboard all project resources<br>— Conduct kickoff meeting<br>— Initiate project control processes that will serve to govern the project<br>— Initiate project | — Accumulate work-in-progress and completion data<br>— Create transparent and useful progress reporting | — Create, communicate, and initiate project close procedures<br>— Conduct final performance analysis and identify lessons learned<br>— Dispose of infrastructure, disband resources, and terminate subcontractors |
| Phase activity workflow |  | | | | |
| Deliverables | — Stakeholder Map<br>— Project Scope statement<br>— Project RACI Matrix<br>— Risk register<br>— Project Charter | — Project deliverables list<br>— Project acceptance criteria<br>— Project plan<br>— Project communication plan<br>— Project resource management plan<br>— Project management plan | — Project onboarding material<br>— Project team assignments<br>— Kickoff meeting<br>— Issue form<br>— Change request form<br>— Project communications | — Project progress reports<br>— Dashboard reports<br>— Earned value analysis<br>— Burn rate analysis<br>— Executive decisions<br>— Change requests | — Project close procedures<br>— Lessons learned<br>— Process improvements<br>— Final project control reports<br>— Project close meeting |

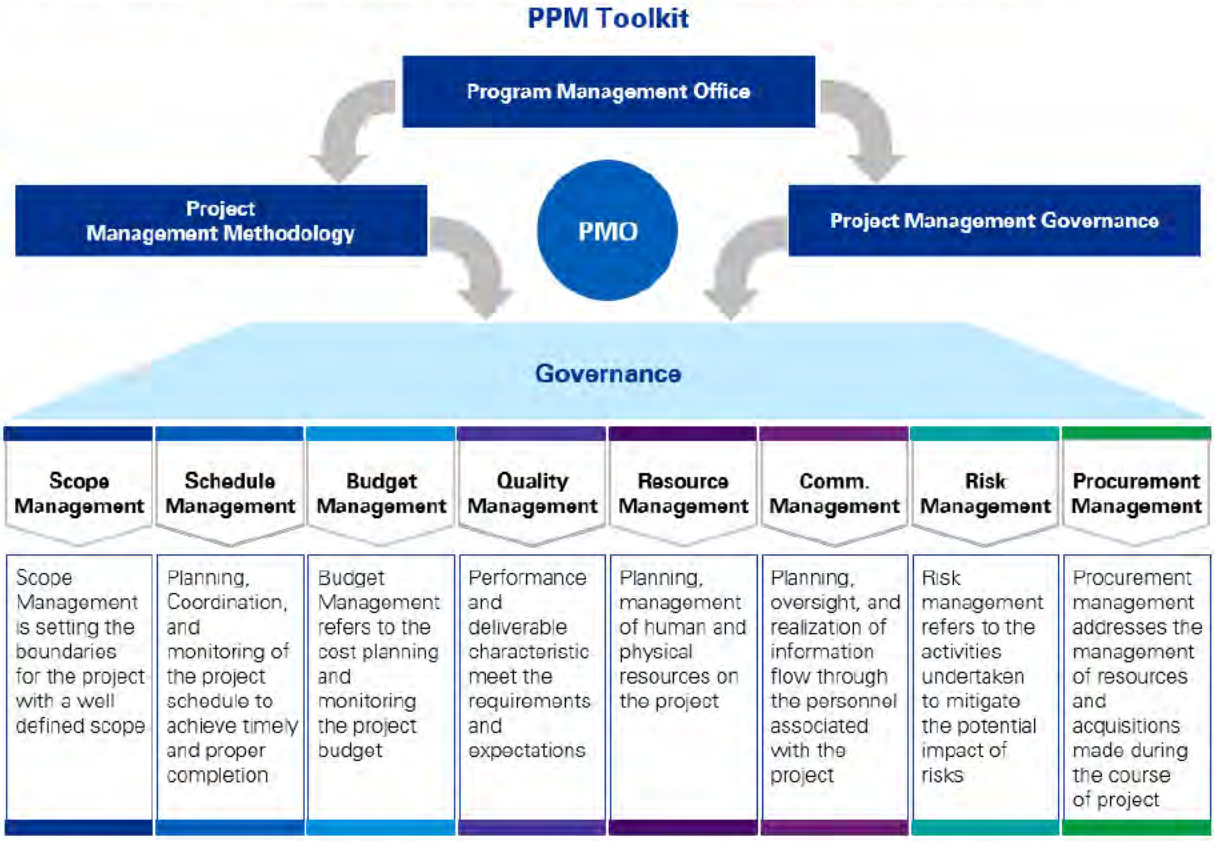
In summary, the KPMG methodology aligns to PMI industry practices and is supported by the real life experience of our project management Advisory professionals. Our extensive experience providing project managements services within state and local governments includes large program and project management services for states such as Pennsylvania, New York, Tennessee, Texas, Florida and California to name a few.

### *KPMG's Toolkit*

Below is an example of the framework the KPMG project managers will follow while supporting the State in its efforts. The framework is heavily influenced by the PMBOK knowledge areas, which serve as a guide to allow our team to operate at an industry standard.

KPMG provides a technology-enabled PMO designed to foster discipline, manage expectations, create transparency, manage risks and issues, leverage resources, and provide the tools, processes, and metrics that helps enable a productive program and project work environment.

A structured program management approach is required to manage complex projects



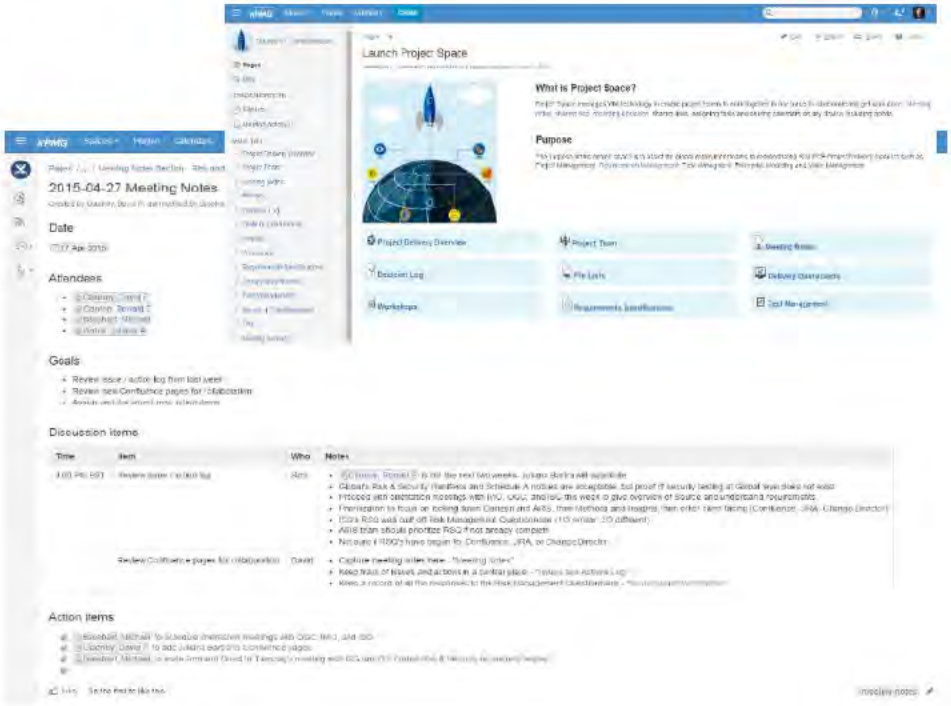

## Project Management for a future-ready Treasury

In addition to our PPM methodologies KPMG will leverage automated tools and technologies to deliver our Oversight and Monitoring services. Our team can come equipped ready to deploy cloud-based tools to support the project management and oversight activities with feature such as real time reporting, dashboarding, and mobile connectivity. Below are a few examples of the future-ready tools we can use, in alignment with our project management methodologies. Use of these tools is subject to negotiation of terms and conditions that permit their use to bring the State the information it needs in real time.

### *Confluence*

KPMG's configured 'Project Space' Confluence instance is team collaboration space providing distributed teams one place to work together. The Confluence instance allows the team to build new content, collaborate on ideas, ask questions to the network, share links and files, manage network events, document key meetings and understand what is happening across the programs.

Confluence is cloud collaboration platform that increases communication and productivity across distributed teams. KPMG recommends this tool to drive efficiencies and automation in work-track status reporting, risk and issue management, change control management, and program knowledge management.




### *Clarizen*

Project management providing our project teams an industry leading tool to support project planning and risk/ issue management for various project types, aligned to our 3PM method. The Clarizen tool is another cloud collaboration platform specific to project and program management, and often replaces more traditional tools like MS Project. Our Clarizen platform has integration with Confluence, further tightening the opportunities for traceability from the schedule to the deliverable artifacts, to integrate progress and status reporting values, and to publish work track schedule dashboards.

**Value to Treasury**: Clarizen provides teams with a scheduling tool with robust dashboard automation, reusable templates, and integration/reporting capabilities with the Confluence Project Space tool above.

### Review of Project Management Approach

Our PPM approach comes from years of experience in a variety of situations and circumstances; the approach and methodology cover the program from initiation all the way through project delivery and benefits realization. Our professional practitioners apply this pragmatic, disciplined, and integrated framework to implement programs and projects, driving rigor through clear phases and project milestones. Working within your environment, we will leverage this cross-functional perspective, grounded in our overarching VDF to help ensure that all the right resources are appropriately and focused on the right thing at the right time. We work with our client teams to help ensure we have collectively identified what the "ready" organization looks like, and agree on the steps to achieve it.

Based on our experience not only in Project Management, but also with the CARES Act, we are confident that our tools and methodologies will provide value, increase efficiencies, improve transparency, and help realize benefits on Day 1. But that's just the starting point. The professionals on KPMG's team will use their unique perspective and experience to quickly evaluate the Treasury's requirements and open needs to work with you to fill skill, process, and technology gaps to support the program's administration.

The content of KPMG's methodologies can be leveraged for to develop standard processes and procedures and can be grouped into the key requirements noted in the RFQ.

## a. Project Charter

The Project Charter defines the mission and key outcomes of the project and documents how it will be organized, monitored and controlled to successfully meet its objectives. The project charter also defines what the project will achieve, as well as the key elements that will determine its success. It is the foundation for the project which serves as a baseline that can keep stakeholders on the same page regarding the project purpose and objectives.

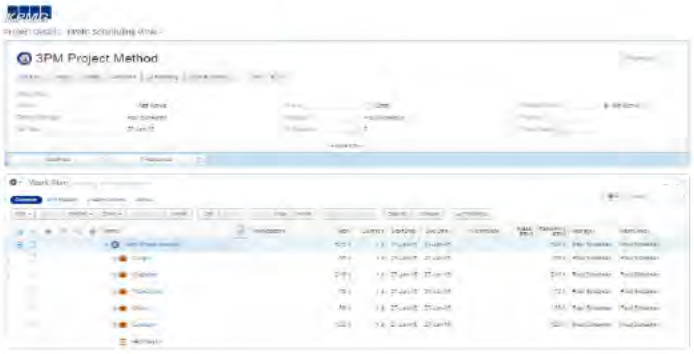
The Project Charter is the document that formally authorizes the existence of a project, and provides the project manager with written authority to begin work on the project. To support the State, the KPMG team will establish program and project charters, in coordination with the State. The project charters will generally be a short, but detailed document that outlines key aspects of the project, such as its purpose, goals, deliverables, key dates, team structure, budget, etc. The charter will establish a preliminary delineation of roles and responsibilities, outline the project objectives, identify key stakeholders, and define the authority of the project manager. In summary, the project charter will serve as a critical document that will be referred to throughout the life of the project, keeping the project team on track and within the project's scope.

The impact felt on local communities displaced by natural disasters, such as hurricanes, is often times devastating. As fellow residents of New Jersey we understand the complexities of the impacts of COVID-19 on our local communities and economies. The team we have proposed has lived through these events, and can understand the challenges faced.

## b. Project Management Plan

Following the establishment of the Project Charter by working closely with the project sponsor, the project manager will begin to develop a detailed project management plan which reflects an approach for executing against and accomplishing the scope and objectives established in the project charter.

The project management plan can be scaled to fit the need and complexity of the associated project. As with the Project Charter, input from the project sponsor may be required to determine the level of detail project management plans should be scaled to. As the project management plan is developed, the following relevant sub-actions may be required for the project to function within the program. Below are some of the project management plan sub-actions may be included and reviewed by Treasury leadership during this phase of the project as needed:




- Develop and Review Deliverables List and Descriptions
- Develop Initial Work Breakdown Structure
- Determine Task Dependencies and Sequencing
- Estimate Duration for Each Task
- Identify Support, Overhead and Contingency
- Assign Resources and Costs
- Create Detailed Schedule

Planning is essential to providing the services outlined in the project charter. Through KPMG's experience, we understand the Oversight and Monitoring process, integral steps in each project phase, and action items of all involved are all key to a project's success. The baseline for all of these items is the project management plan, continuous monitoring of the plan, and escalation of any potential deviations from the plan.

The development of strong project management plans will benefit the Treasury as it will provide the project managers and the program teams with guides to be referenced through the project or program.

## c. Project status reports – weekly executive reports

On a weekly basis our PMO will participate in ongoing program activities such as meetings, program documentation, and work with key staff members to assess the status of the assigned project's key milestones as well as the development of key deliverables. Depending on the scope required by each project, we will use the following to determine the project's performance:

- **Project Work Plans** – This will provide an overall structure for the project
- **Project Status Reports** – These weekly reports would indicate the status of tasks reported to the program management team
- **Key Performance Metrics (KPIs)** – Measures established by the program management team to provide information about the status of the budget, milestones and task completion, earned value, deliverables, and quality
- **Verify and track critical paths** – Each project work plan will be evaluated against critical path

The KPMG project management team will work with Treasury to regularly gather and report key data related to work in progress, as well as the completion of phases, milestones, activities, and deliverables. Through the use of industry leading project management tools, the project management team's reports

to Treasury will support real-time updates that can be reported to State leadership, subrecipients, and the broader public at-large as needed.

The weekly reports will present the project status, as well as proactive actions to address issues, changes and risks. The reports will be detailed enough capture the status metrics for the project, but will be designed to be presented in project status meetings, and/or distributed electronically to stakeholders including those of executive leadership that need to succinctly understand the current state of the program to respond to questions from State and Federal stakeholders. The Project Status report will include:

- Key activities completed
- Risks identified, risks assessed, and actions proposed to mitigate risks
- Key accomplishments/milestones met
- Proposed project changes
- Issues and concerns, especially at the board level.

Understanding the overall impact of the project, the weekly executive reporting activity will be aimed at producing the actual progress based on analysis of the data and information collected during the previous activities, as well as the information gathered from conducting meetings throughout the week with stakeholders. In addition our reports can be geared to various target audiences.

The weekly reporting is not only important for its detailed analysis and documentation of outcomes, but can also serve as a forum to document change requests or other important decisions that may impact the project budget, scope and/or schedule. Our team will aim to discuss the results with key stakeholders/ project sponsor before the reports are published to reduce "surprises," to the project leadership and/or Steering Committee.

Contained within the weekly reporting, project managers will review actual project progress against planned progress, and identify delays, overruns, and other deviations.

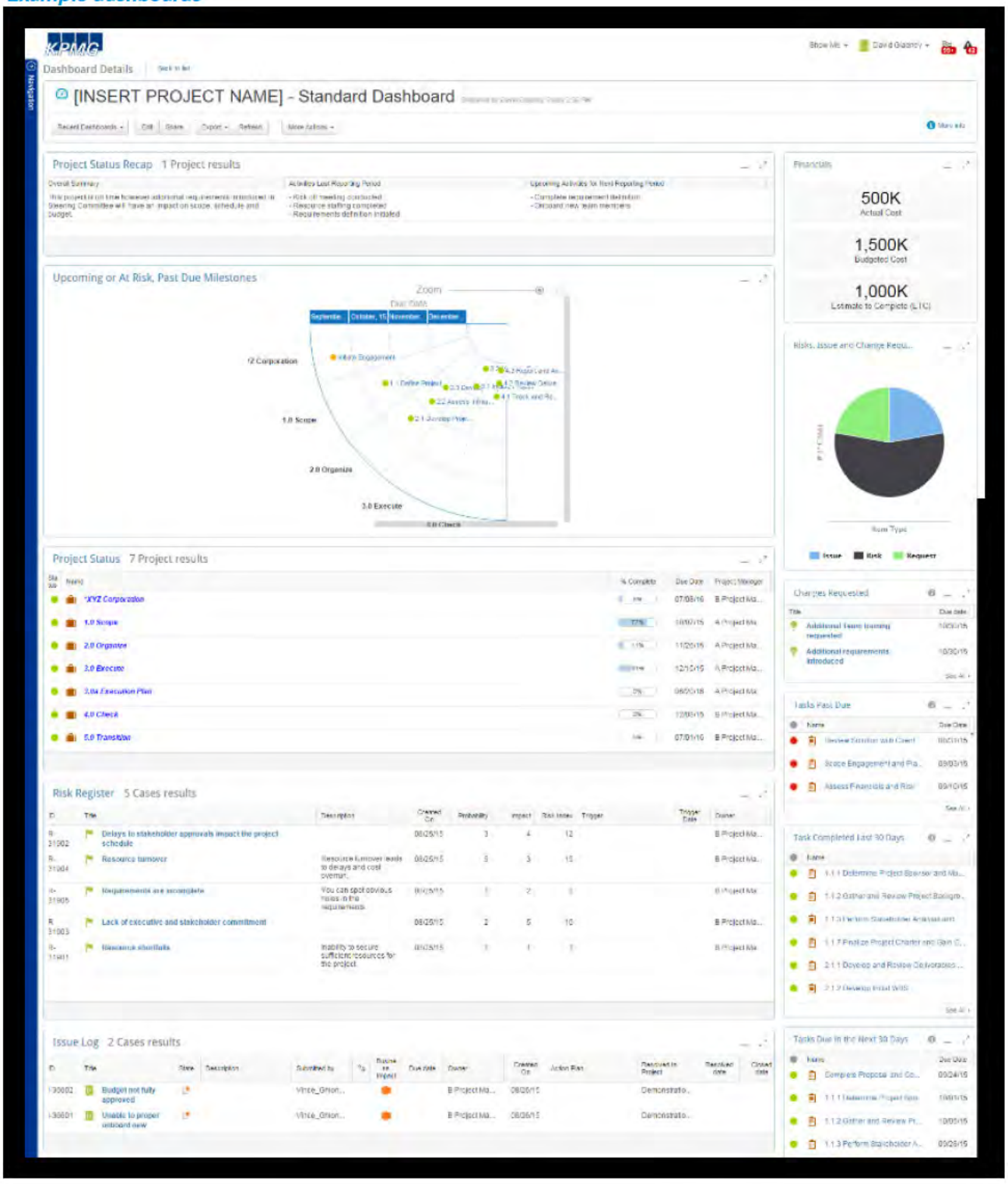
KPMG has supported projects providing grants services of a similar size and has seen the success driven by the distribution of this type of reporting to stakeholders. When monitoring multiple vendors providing similar services or supporting the same grant objectives, reporting on key performance indicators (KPIs) uniformly can often aid in quickly identifying vendors who are outperforming their peers to serve the needs of local communities, and increase the likelihood and response time to inefficiencies adversely impacting Floridians.

### Executive Briefings - Overall project status

Dashboard reporting and visualizing data can be used to draw parallels between related metrics, identify trends, and mitigate issues. Goals of dashboards include visibility, measurements that allow for ongoing improvements, assessing performance, etc. in succinct and easy to ingest formats.

Please see below some examples that KPMG has used in the past in delivering similar services that demonstrate our experience providing executive level dashboarding and reporting:

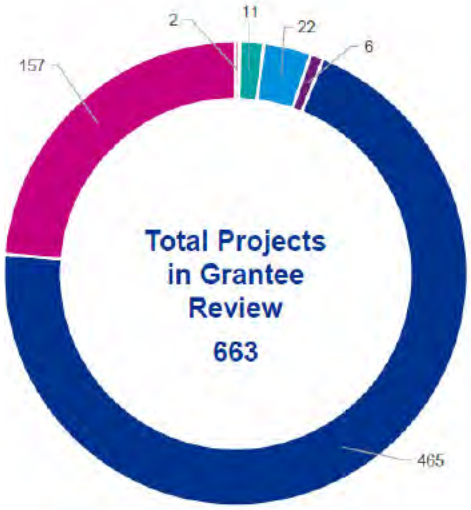
### *Example dashboards*




Please see below for example screenshots of dashboards and status reports KPMG has provided to clients while supporting similar, large PMO and grants projects.

# QA/QC Progress

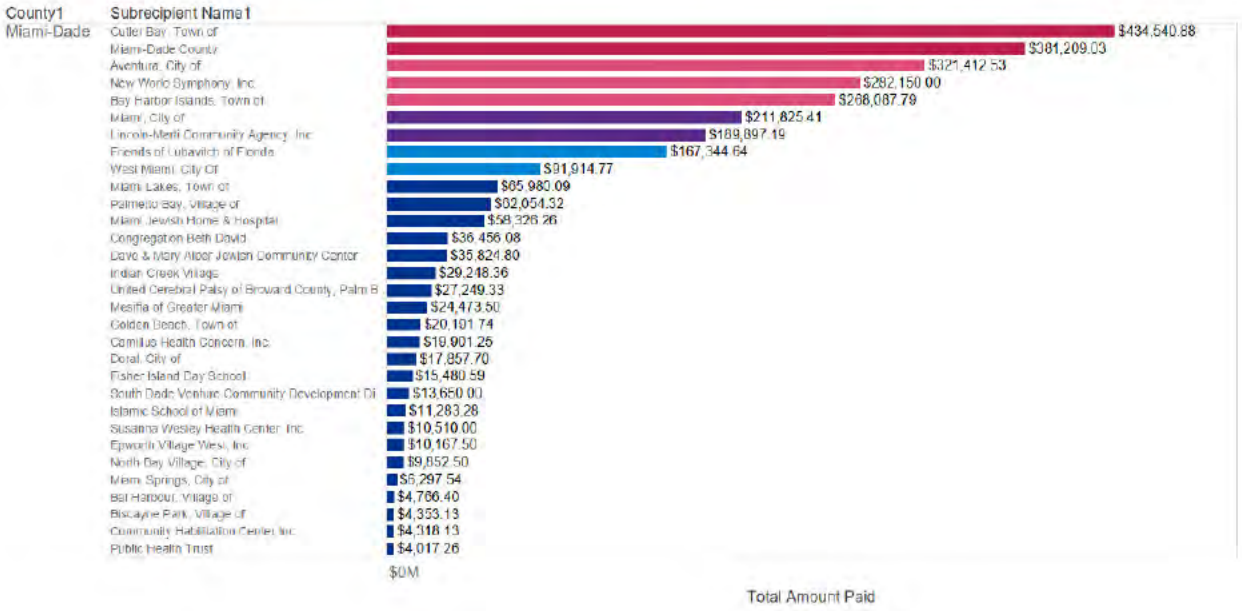
The bar graphs present a summary of total project info in grantee review, projects (by count) submitted to DEM



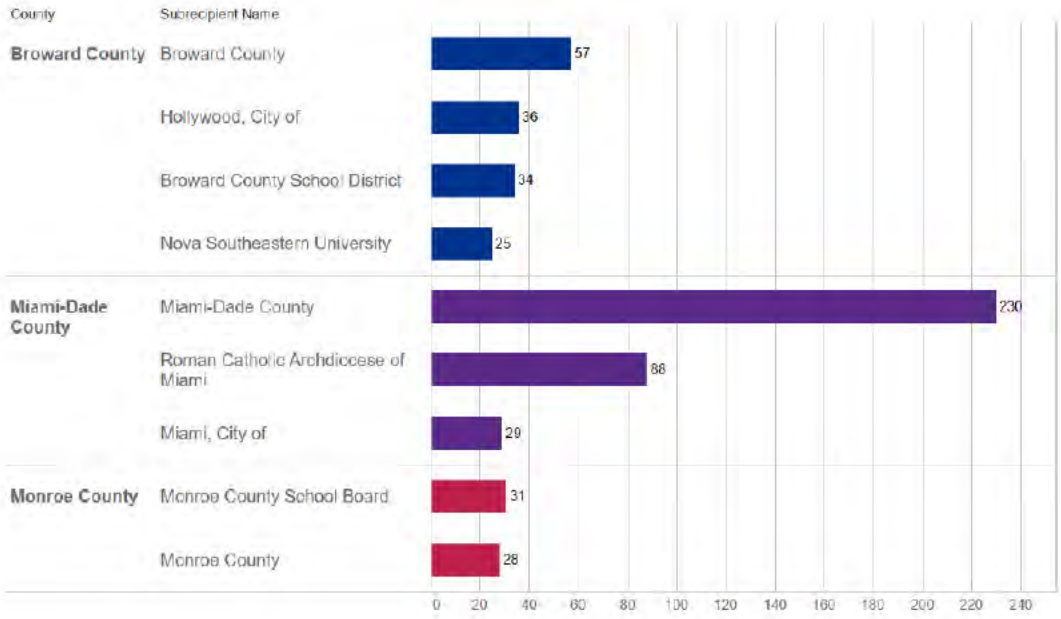

| | QAQC | Count |
|---|---|---|
| | Under Review | 157 |
| | Pending Review | 6 |
| | Sent to DEM | 465 |
| | 100% Validation | 2 |
| | Back to FEMA | 11 |
| | DEM Assignment | 22 |
| | **Total** | **663** |

# Payments by County and Subrecipient

The bar graphs present a summary of processed payments by county and subrecipient.



# Projects Pending EEI by County and Subrecipient - Region 7




## d. Project risk and issues log

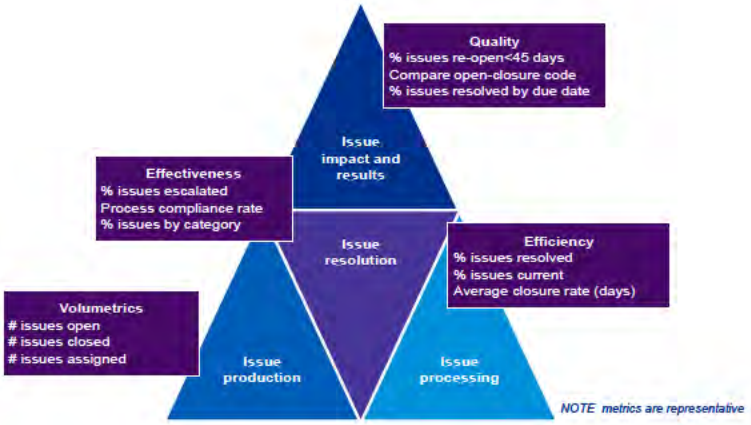
Risk and issue management is critical to the success of any project. Risk management provides tools and techniques for identifying, analyzing and dealing with project risk and then resolving any subsequent issues. The Project Management Body of Knowledge (PMBOK©) defines risks as: "An uncertain event or condition that, if it occurs, has a positive or negative effect on a project's objectives."

### Risk Management Processes

For an assignment to meet its objectives, project risks must be managed throughout the course of the project. The purpose of this section is to describe the Project Risk Management process and the governance structure that supports these processes.

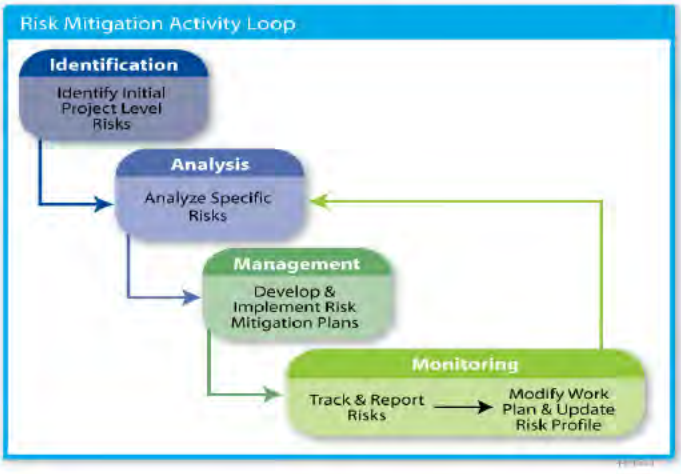
Risk management refers to the activities undertaken to mitigate (or take advantage of) the potential impact of risks by managing the likelihood and/or severity of the risks. Risk management involves the identification, analysis, management, and monitoring of program or project risks. The objective of a risk management process is to identify potential problems before they occur, take advantage of opportunities that arise, initiate suitable action to mitigate negative risk, and reduce the impact of unplanned incidents on a program or project.

For our project managers, the basic purpose of risk management is to assist leaders to be proactive, rather than reactive, in identifying, planning for and abating risks.




Any project member can identify a risk or issue at any point during the project lifecycle, which should be reported to the project manager who will review, assess, and log as appropriate. After potential risks are identified, risks are categorized and assigned to owners. Following that, risks are analyzed and measured. The purpose of this analysis is to determine the relative exposure to the project in terms of time and cost, in order to reduce or mitigate the level of risk to an acceptable level. The risk management plan identifies preventive actions and contingency actions to mitigate the impact of the risk if it materializes. General steps include:

- Identifying risks – Recognizing a risk exists, articulating the risk, decomposing the risk into its constituent elements (if needed), and determining its legitimacy.
- Conducting initial risk analysis – Assessing the probability of occurrence, the severity of the impact should it occur, and the probable timeframe of when the risk is likely to manifest itself.
- Prioritizing risks – Assessing risks relative to each other, determining which ones will be prioritized, determining how much attention will be given to addressing prioritized risks, and escalating risks as needed.
- Conducting a detailed risk analysis – Conducting a more detailed impact assessment, cost-benefit analysis, to better understand the nature of the risk and its potential effects.
- Developing a risk response plan – Developing mitigation strategies, planning discrete actions to mitigate the risk, and assigning action item responsibility.
- Tracking risks – Collecting metrics, tracking mitigation efforts, and reporting the status/results of mitigation efforts.
- Controlling risks – Maintaining currency of risks and issues in the risk log and reviewing overall risk progress and determining candidates for closeout when risks no longer pose a threat.



After a risk has been evaluated and entered into the risk register/log, it is monitored on a weekly basis.

### Risk Register/Risk Log

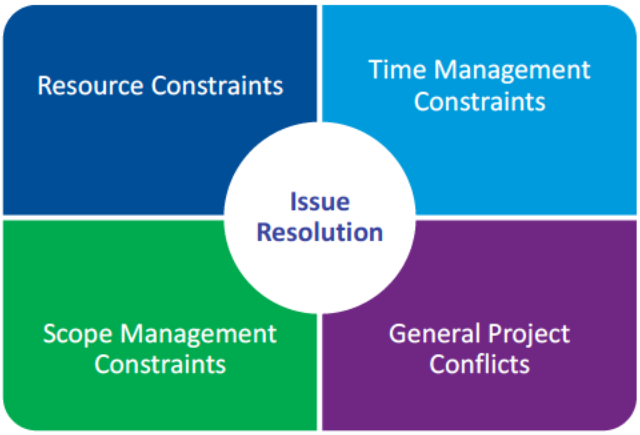
The Risk Register/Log is the mechanism that will be used to capture and monitor risks during the project duration. The risk register/log will be updated and communicated during each weekly status meeting, with any additional risks added and the status of each reflected.

The key elements that will be captured are:

- Risk Number
- Risk Description
- Potential Project Impact
- Risk Owner
- Probability
- Impact
- Mitigation Actions
- Status

### Issue Management Process

There are multiple potential initiators of issues and conflict on any project. These can materialize through various channels and cause potential disruption for the project and should be dealt with on a timely basis to reduce the potential impact to the project schedule. Issue and conflict resolution follow the issue management process defined in this section of the Project Management Plan.




An issue is an event arising during the performance of the program or project that has not been accounted for in the program or project plan, and that will necessitate a deviation from either plan with respect to time, cost or quality. Left unresolved, an issue can impede or prohibit progress by delaying or suspending work effort.

An issue is distinct from a risk. When risks are realized, they often turn into issues. Based on the nature of the issue, one of the resolution actions emerging out of the issue could be a change request, handled through the Change Management process.

The objectives of issue management are:

- To identify issues in order to address or resolve them before they damage the project;
- To assign positive actions to the appropriate people to resolve the issue on a timely basis, and
- To help ensure that progress in resolving the issue is monitored so that, once an issue is raised, it is not subsequently forgotten, overlooked or incorrectly de-prioritized.

A project issue refers to any matter brought to the attention of the project team that requires an answer to complete the project's deliverables and/or objectives. These issues may be generated by any project stakeholder. Project issues are defined as areas of uncertainty or disagreement that require further research, collaboration, or leadership direction.

The goal of issue management is early identification and rapid resolution of project issues that may cause a delay in a deliverable or milestone. Issue management processes provide a mechanism for identifying, capturing, assigning, investigating, tracking, and resolving issues that arise as part of the project.

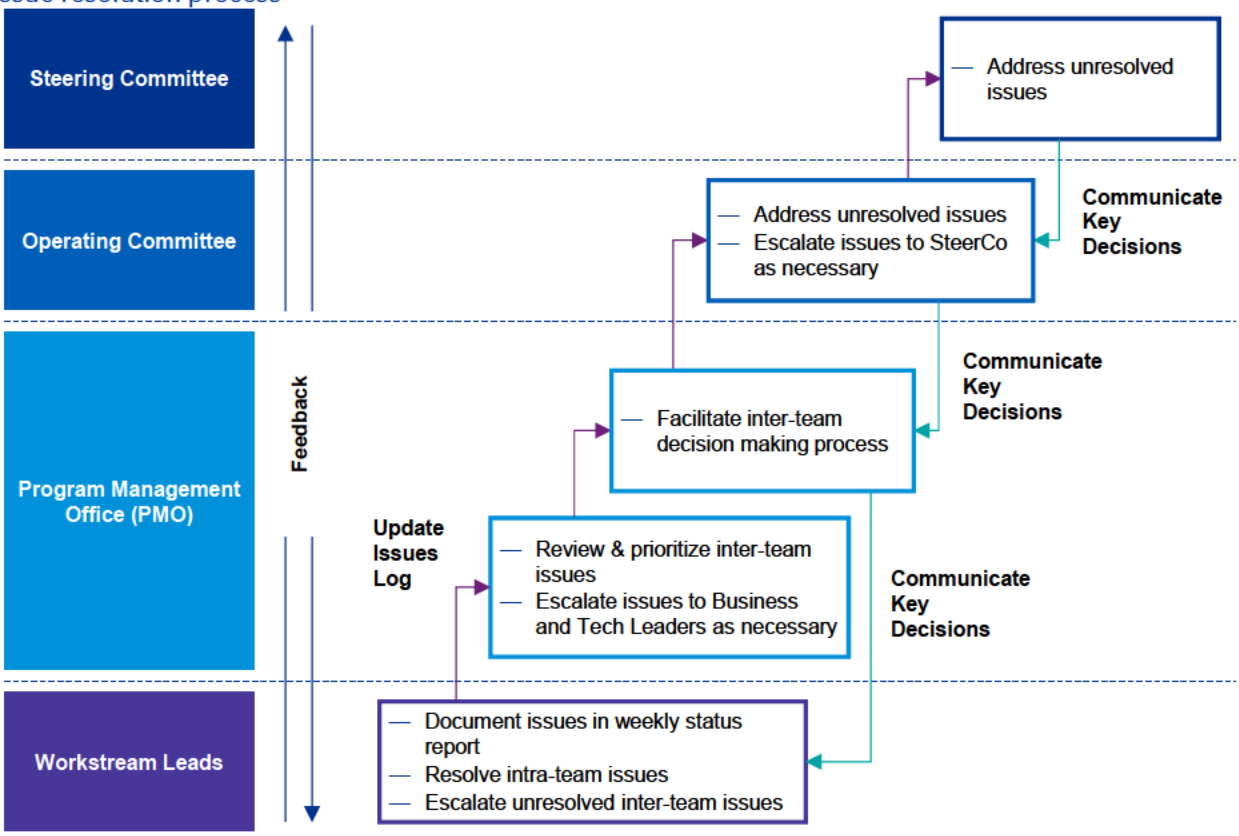
The primary objective of a structured issue resolution process is to standardize the means by which the Project captures, analyzes, resolves, and communicates issues.

Key aspects of the Issue Management process include:

- **Documentation:** Provides visibility across the project, allowing easy access to information and resolutions.
- **Accountability:** Provides ability to track issue originator, issue owner, issue resolution and other key aspects of the resolution process.
- **Timeliness:** Provides ability to track "report date" vs. "resolution date" to facilitate timely resolution of issues.
- **Reporting:** Issue Management reporting is integral to Project Status Reporting. The Issue Management process provides visibility through various channels to assist in the resolution of documented issues.

Once an issue occurs, it is formally raised to document and review any problems or concerns that cannot be resolved through direct discussion between project members, or through the day-to-day management process.

Issue resolution process




**Key elements of approach**

- Drive decision-making and issue resolution at the Implementation team level
- Resolve issues that span teams or require decisions at the PMO/Implementation Leaders level
- Manage and track issues escalated to the PMO/Implementation Leaders in the PMO issue log

The information that is collected on the Issue Identification and Resolution Form is detailed in the table below. This will be tracked, monitored and regularly reported.

### Issue Register/Log

The Issue Register/Log is the mechanism that will be used to capture and monitor issues during the project duration. The issue register/log will be updated and communicated during each weekly status meeting, with any additional issues added and the status of each reflected. The key elements that will be captured are:

- Issue Number
- Issue Description
- Project Impact
- Report Date
- Resolution Provided
- Resolution Date
- Owner
- Status

### Issue Management Roles, Responsibilities, Timing and Tools

Key to the success of the risk and issue management process will be to establish clear roles and responsibilities relating to risk and issue Management process. Below is an example of a roles and responsibility matrix which could be used:

| Role | Responsibilities | Timing | Facilitators |
|---|---|---|---|
| Issue Originator | — Identifies issue (can be any stakeholder) | As identified | — Email<br>— Weekly Status Meeting<br>— Issue Identification and Resolution Form |
| KPMG Project Manager | — Validates and logs issue in Issue Register/Log<br>— Updates issue status<br>— Proactively monitors issue and provides updates<br>— Manages change request including impact analysis | Within 24 hours of notification | — Issue Identification and Resolution Form<br>— Issue Register/Log |
| Issue Owner | — Performs impact analysis | Within 48 hours of notification | — Issue Identification and Resolution Form |
| State Project Manager | — Proactively monitors issue and provides updates | Within 24 hours of notification | — Issue Identification and Resolution Form<br>— Issue Register/Log |

KPMG understands there is a high degree of diversity within each individual project and as a result often various challenges that come with them. As the requirements and guidelines for grants are subject to change, KPMG has established procedures to mitigate risks and work towards problem solving with stakeholders and subrecipients. Our review teams utilize standardized templates to help manage risk in a uniform manner, which is important due to the number of stakeholders who may be involved. Our approach to issue management is designed to help you identify risks earlier in the process to develop appropriate mitigation plans, and respond to issues more swiftly and decisively, with a uniform approach

and communication channel to streamline the response timeframes. Our project managers will work to document and manage issues to help your leadership to make more informed decisions, and escalate those which require additional support earlier in the process.

Below are a few of the outputs that the Treasury could see as a result of the KPMG Risk and Issue management processes outlined above:

- Major project decisions pertaining to guidelines, rules, and regulations would be logged and presented to the Treasury for discussion and assessment of potential impacts
- Request for information (RFI) templates used to communicate roadblocks, comments, and questions to the applicants would be uniform and consistent across the programs administered
- Common issue templates would be used so projects with similar issues can help set precedence for future ones, driving consistency and efficiency throughout the program

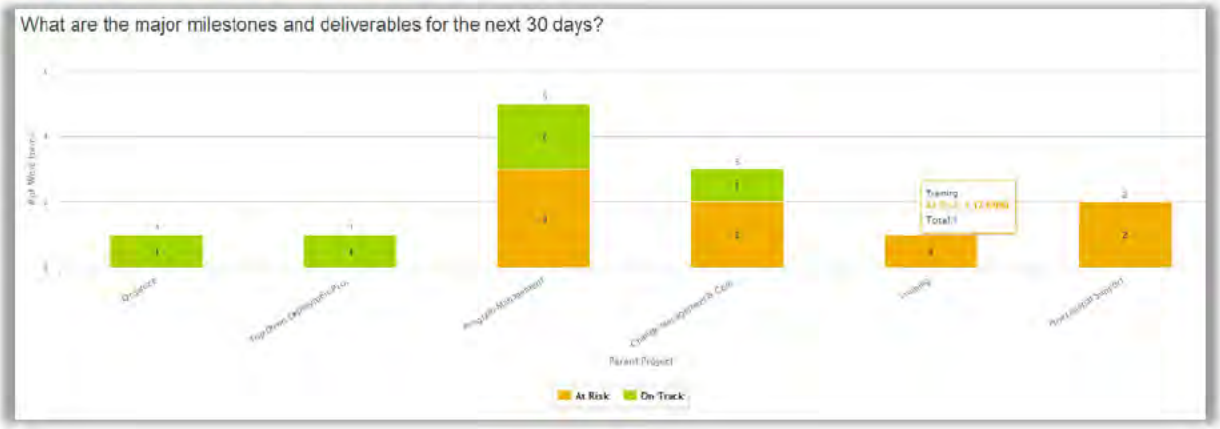
## Executive Briefings - Risks and issues

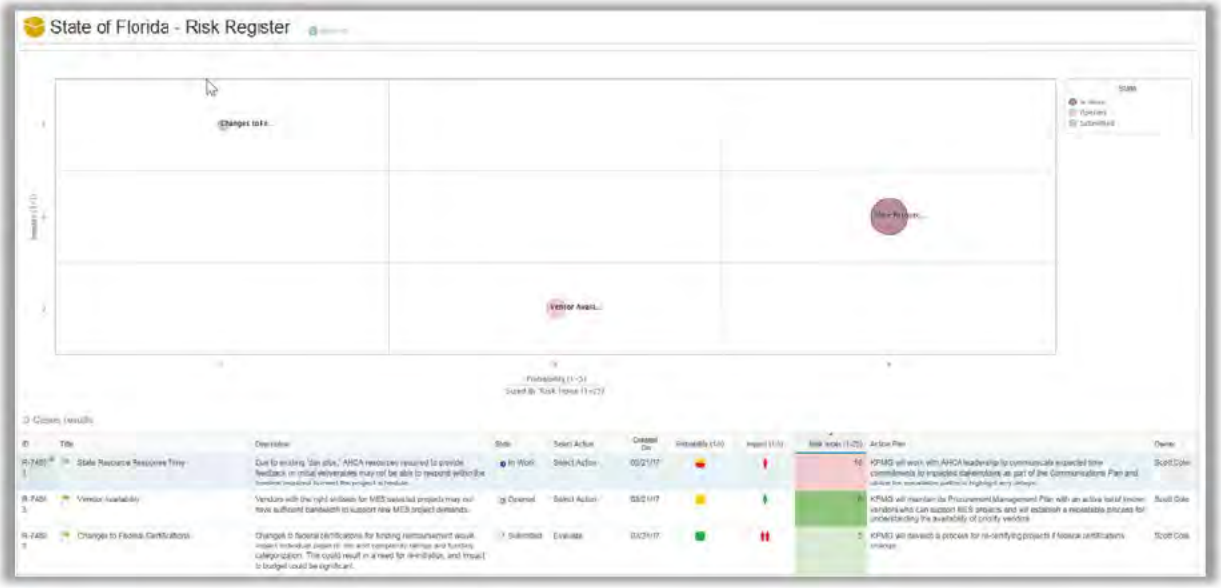
Timely status reporting can help the you identify potential issues before they occur, take advantage of opportunities that arise, initiate suitable action to mitigate negative risk, and reduce the impact of unplanned incidents on a program or project. Real-time data needs to be available to be proactive in addressing and mitigating risks and it needs to be easy to ingest and interpret. As risks can turn into issues, real-time data also needs to be available to monitor the status of any identified issue. Timely status reporting can also assist you in early identification and rapid resolution of project issues that may cause a delay in a deliverable or milestone.

As any team members can identify a risk through the project, it is key to have a centralized repository of these risks that are monitored and updated on a real-time basis. Additionally, some risks can be mitigated by the team without escalation and others require escalation and timely reporting. KPMG can assist in compiling, monitoring, prioritizing, assessing, and resolving these risks and issues so Treasury can continue to focus on the core CARES Act Oversight and Monitoring mission.

Below are examples of the dashboards that the KPMG team will use to report on risks and issues to leadership to quickly inform parties where the program stands, and offer executive level views with the capability to drill down on specific areas as needed:

### *Example Executive Risk dashboards*









## e. Project Schedule – master combined (all KPMG assigned projects)

The KPMG project managers will maintain a resource loaded, integrated project schedule that includes tasks from the all KPMG assigned project that have critical path dependencies on the program, and will have an indication of where those items are at in relation to the overall program. A critical path is defined for each work stream and rolls up to the integrated master schedule. By identifying the critical paths, the KPMG Project Manager can manage the schedule and understand where the schedule has flexibility and where schedule impacts will increase risks to the schedule. Any changes to the critical path are managed via the Change Management process, which would be integrated within the project management tool.

The master combined schedule will be developed to reflect the timeline of the program. It models the independent programs (and subsequent projects within), along with their associated tasks, durations, dependencies, and resources needed to accomplish the plan.

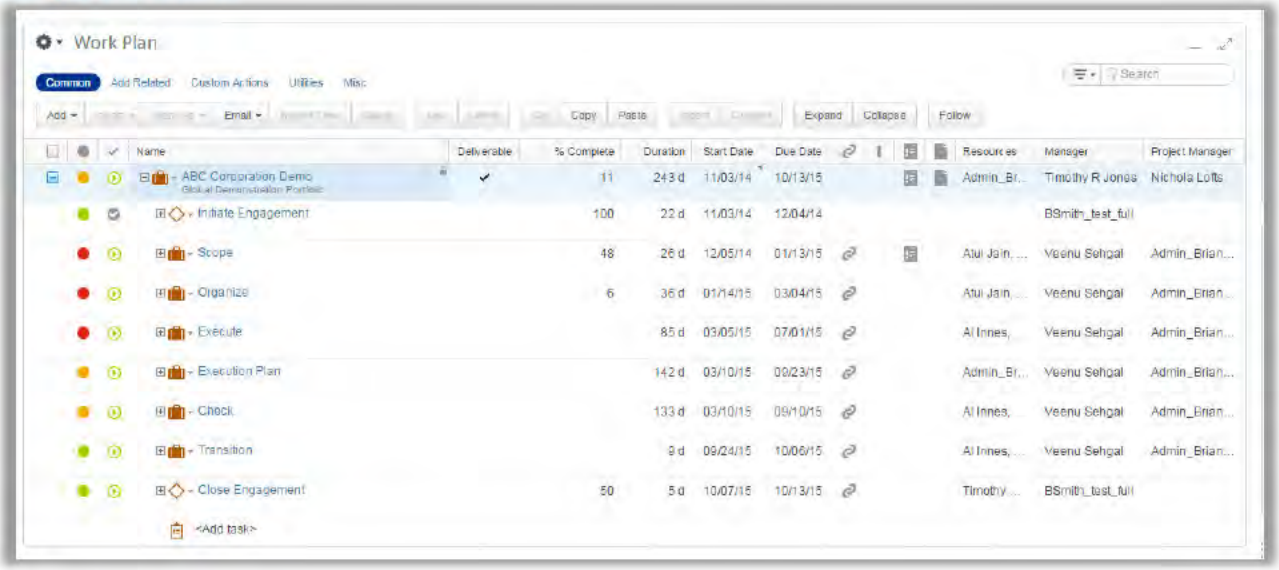
Developing the schedule will include:

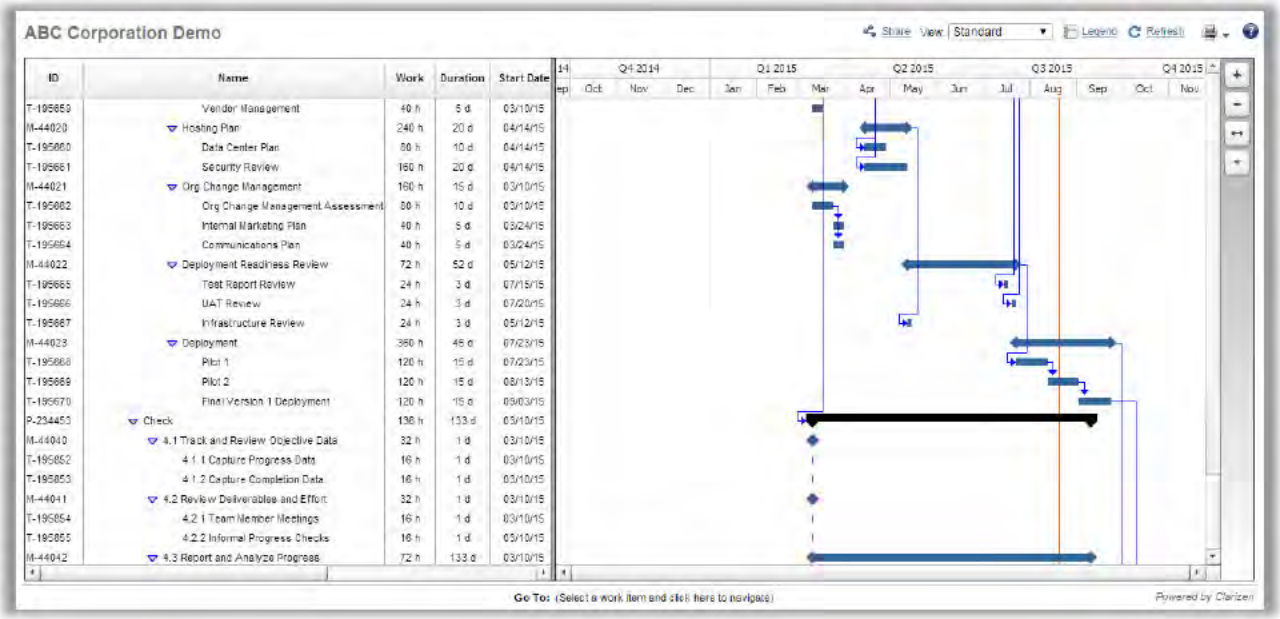
- Activity Definition and Sequencing – Identifies and documents the specific activities that must be performed to produce the deliverables identified across the various programs and projects, along with the interactivity logical relationships.
- Activity, Resource and Duration Estimating – Takes early information on project scope, resources, calendars, timeframes and related considerations developing durations for input to the schedule.
- Schedule Development – Determines start and finish dates of project activities and align them within their corresponding places in the overall program's view.
- Schedule Control – processes placed to monitor the influences and factors that create schedule change to help ensure that changes are agreed upon, determines that the schedule has changed, and manages the actual changes as and when they occur.

## Executive Briefings - Timelines

Due to the many stakeholders involved in the CARES Act program, agreed-upon timelines with clear dependency paths must be housed in a central repository that rolls up into an integrated master schedule. As risks and/or issues are identified and escalated, their impacts should be assessed on the timelines. KPMG can assist Treasury leadership in defining activities, controlling schedules, monitoring time management, reporting on variances, and determine corrective actions. Treasury leadership's clear understanding of these dependencies will help allow them to clearly see the overall impact a risk or issue might have to the CARES Act Oversight and Monitoring program as a whole.

### *Example dashboards*






## f. Project schedule – project specific

Project specific schedules will be monitored in greater detail, as they will need to stay on track and within budget individually to keep the broader bundle or programs on track. The KPMG project managers will utilize a cloud-based tool to monitor the individual projects, working proactively with project teams to obtain key updates and report on them in real time. Elements of the program specific project scheduling, the following elements will be incorporated.

### Activity Definition and Sequencing

An activity is a component of work that is performed during the course of a project. Activity definition is the starting point for the development of the project schedule. The KPMG project team brings experience from previous disaster recovery program work that provides a foundation for the activities and lower level tasks and subtasks required to deliver the identified deliverables to the Department. Additionally, after the activities are identified, the associated interdependencies are considered and appropriate sequencing of the activities is determined. The resulting schedule is the detailed project workplan/schedule.

### Activity, Resource and Duration Estimating

In order to develop a project schedule that aligns with the overall program timeline and the resources available, it is necessary to determine the appropriate allocation of time and resources to the various activities of the program. These estimations are developed based on past experience, specific details relative to the program, and lessons learned from other similar projects and efforts. The detailed estimations are used to develop the schedule for the projects within the program. The start and end dates for project activities are based on the project scope, project schedule requirements and from the following type of considerations should be included in the initial development:

- Program dependencies
- Business cycle and holidays
- Assumptions
- Other unique considerations
- Resource requirements
- Constraints, e.g., final draft submission timeline
- Risk management

## Schedule Control

Schedule development results in a detailed project plan; upon acceptance of the project schedule, it is base-lined, and the baseline locks and establishes the program timelines to measure schedule performance. The baseline remains and becomes a historical asset to the program. Project members engage in appropriate work activities during periods base-lined in the schedule. Schedule updates or minor changes not impacting the critical path of the project are managed through the weekly schedule status update process. Should a project schedule change be required for critical path or major schedule items that could impact the overall program, a revised schedule will be prepared. The revised changes will be proposed through the change control process and, upon approval, a new baseline of the project schedule established. All previous baseline versions of the project schedule are maintained for historical purposes. Schedule control includes:

| | |
|---|---|
| **Time Management** | Focuses on alignment to activities designated in the Project Schedule. Resources aligned with activities in the project schedule will report, through the status reporting process, progress on the various activities and tasks they are responsible for in the schedule. This is reported on a weekly basis as part of the status reporting process for the project. |
| **Report on Task Status and Variance Information** | The proactive and structured approach to reviewing, reporting status, updating the schedule and reviewing potential variances. This allows the project team to proactively address potential issues and provides visibility of the project status to various stakeholders. MS Project will be used by project team members to review their own detailed schedules and status, allowing them to proactively address necessary adjustments and keep their schedules on track. Additionally, project team members provide key team achievements in their status report and these updates are included in the project status report. |
| **Schedule Change Management Process** | Manages modifications to a task dependency, duration, work or resources from the baseline schedule. Schedule changes may be the result of an identified and evaluated risk or issue. A schedule change may be associated with a scope or resource change. Minor changes or those not impacting the critical path are evaluated and updated as a part of the weekly schedule status update process. All schedule changes that affect a major task or impact the critical path in the base-lined project schedule is managed through the Change Management process. |
| **Monitor Schedule Progress and Task Completion** | Ties closely to the previous section but focuses more on the communication of project status across the various stakeholders through established weekly status updates and meetings. Team updates to the schedule are managed by the KPMG Project Manager and reported in the mutually-approved project status report. Any schedule challenges or potential changes are managed through the change management process defined in the Change Management Plan section in this document. |
| **Review Schedule Variance** | Focuses on the monitoring of project progress against the project plan. MS Project is used to help monitor trends in project progress and to proactively define and execute appropriate corrective action. |
| **Determine Corrective Action** | Concentrates on development of appropriate corrective action associated with changes required within the project schedule. Corrective actions are implemented at the suggestion and agreement of project leadership. A corrective action is a response to a negative variance trend which will bring future project schedule performance in line with the approved and base-lined project schedule. Project corrective actions may include increasing resources, schedule crashing or re-sequencing of activities within the schedule. Any project milestones, deliverables or critical path items that require change as a result of corrective actions will follow the Change Management process. |

# 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.**

As noted in the previous section a key part of KPMG's success on projects is our emphasis on the project management – communicating timely and with transparency, managing expectations of our clients as well as relevant stakeholders – essentially working to minimize surprises by identifying risks (proactive) before they become issues (reactive). To that end much of our contract management approach was explained through our project management approach noted in the previous section. Given the relatively high risk surrounding this program, the scrutiny surrounding the program, and the need to deliver with speed and quality, for each contract we are assigned we will quickly:

— Work with the State to set:

- scope and objectives;
- clear expectations in terms of timing;
- protocols for both formal and ad-hoc communication and status reporting;
- testing standards and protocols;
- format and substance of expected deliverables;
- work and deliverable acceptance standards

— Quickly identify the appropriate skills and experiences needed to deliver the assignment

— Use the KPMG Rapid Start capability to begin work quickly and efficiently

— Suggest opportunities to use enabling tools and technology to increase speed and accuracy of work

— Discuss opportunities for agency and subrecipient outreach and development

Many of these items were already addressed in the previous section. However, below we explain certain additional concepts that will help clarify how we intend to manage individual assignments.

## Communication

Effective communication is critical on a project of this complexity and visibility. Our experience in the many years we have been serving clients has taught us leading practices to build a successful communication system. It all starts before the project officially kicks-off. As explained in the Management Overview portion of this proposal, a formal communication plan is agreed to by all parties and revised as needed. We will adjust the medium and level of communication as needed to meet the current needs of the project at the individual task order level and for the project as a whole. The PMO will be the main communication point for you so that even if multiple projects are simultaneously running, you have a single point of contact in to gain understanding of key aspects of all projects in the overall engagement. Our PMO also can filter questions from KPMG to you so lines of communication remain uncluttered. We believe in both written and verbal communication practices and maintain thorough documentation of all key communications throughout the project.

## Deep Bench Strength

As we noted in multiple areas of this proposal, our greatest asset as a firm is the experience of our Partners and employees and the number of these skilled resources we are able to bring you. An engagement of this nature can require very specific skill sets with a quick turn needed.

As a firm, we are prepared to meet this need as we have a large pool of employees with the certain types of experience required by each task order. As noted in the team section our team is populated with a core team with the skills and experiences needed to serve you on this project. To be clear this is just a sample of our capability as the core team will be supported by subject matter professionals and a deep bench of skilled professionals. Add to that our subcontractors and the KPMG team represents a highly experienced group of professionals. We also will leverage other technical resources, such as statisticians and economists, if such a need should arise. In addition, right here in the Northeast, the prominence of our clients has helped us build a large and dynamic Public Sector practice which has an extensive network having done similar work at the federal, state and local levels. Our offices covering the State of New Jersey are located in Montvale and Short Hills. While we expect much of the work to be done remotely, at least to start, our physical office presence in the tristate area provides us with the ability to have local resources to support the project should the need arise. As a firm, we understand the importance of this project and are ready to assemble large or small teams as needed. KPMG employs a nationally run resource management system which once booked on a project, will not release a resource without Engagement Partner approval so once resources are working on your project they will not be removed unless it has been reviewed by the PMO and project leadership.

## Relationship Management

Certain aspects that do not relate directly to the administration of this contract are still important and help make for a successful project. The State is a very valued client of the firm—we have served you for over 40 years. As indicated in our executive summary we have served New Jersey on many projects - from auditing the State's distinguished Universities, to providing key tax support, and advising many of your agencies, we are always pleased to serve you and appreciate your support.

We will continue to provide timely regulatory updates and other relevant webinars to the various agencies throughout the State during this contract. Additionally, we will make sure we are aware of any questions or information needs outside of the direct scope of this project and bring in our subject matter leaders from across the nation to discuss with the State—examples could include automation/robotics, intelligent automation, economics, and financing, among others.

# Assumptions

In preparing our proposal, KPMG made some assumptions regarding the timing and nature of the work to be performed. Some of the key assumptions are outlined below to provide clarity in reviewing our proposal. Should our assumptions be incorrect, it may impact our proposed scope, schedule, and budget. We would be happy to discuss those items with the Treasury and make appropriate adjustments to our proposal, if required.

The following key assumptions are made in support of key proposal activities and related pricing:

— With respect to the KPMG services, the Treasury acknowledges and agrees to:

- Assume all management responsibilities
- Oversee the service, by designating an individual (i.e., Project Sponsor), preferably within senior management, who possesses suitable skill, knowledge, and/or experience
- Evaluate the adequacy and results of the services performed

- Accept responsibility for the results of the service.

— All required data will be provided to KPMG in a structured electronic format

— Treasury is responsible for data quality issues inherent in the data

— Treasury is responsible for source system data correction activities

— The Firm's obligation will not create a conflict of interest or an independence issue, or otherwise materially interfere with KPMG's performance of the work.

— KPMG shall not change key staff (for this solicitation's project team) unless such replacement is necessary due to sickness, death, termination of employment, resignation, other factors (excluding assignment to projects outside this contract), or unpaid leave of absence that are beyond its reasonable control, as the case may be. Any such changes shall be provided via formal written notice to the Treasury. Replacement project staff shall be equally qualified with regard to performance of the project as the staff being replaced and be subject to the provisions of this RFQ and any resulting contract.

— KPMG is not providing any legal advice or counsel under this proposal. Without limiting the foregoing, KPMG is not providing any interpretation of any laws or regulations that may be applicable to the Treasury or that are otherwise related to the work hereunder. While KPMG personnel working on this project may, through experience or specialized training or both, be familiar with the general regulatory environment in their capacity as information technology and management consulting professionals, they will work under the direction of the Treasury and its legal counsel regarding the specific legal and regulatory requirements under which the Treasury operates.

— The Treasury will make available in a timely manner all documents, artifacts, and materials pertaining to this scope of work. This includes, but is not limited to, organization charts, charters, policies, procedures, risk assessments, risk reports, training materials, communications pertaining to the program, budgets, resources, plans, business strategies, etc. KPMG has no obligation to independently validate information provided by the Treasury, vendors, or other third parties for the conduct of the risk assessment.

— Designated Treasury personnel will be available for interviews and follow-up discussions required to complete the assessment in a timely manner.

— The advice, recommendations, work product, and deliverables provided as part of this engagement will be developed for the Treasury's management, and are not intended for use by any other party or for any other purpose, and my only be relied upon by the Treasury management. All decisions in connection with KPMG's advice and recommendations will be the responsibility of the Treasury. KPMG will not perform functions on behalf of the Treasury management, and will not make decisions on behalf of the Treasury's management.

— KPMG will not accept receipt of any personal identifiable information (PII) or personal health information (PHI) during the course of this engagement.

— Changes to task/project timelines that shift the delivery of KPMG services beyond the established project scope may affect the project schedule and fees.

— KPMG's services as outlined in this proposal constitute an advisory engagement conducted under the American Institute of Certified Public Accountants (AICPA) Standards for Consulting Services. Such services are not intended to be an audit, examination, attestation, special report, or agreed-upon procedure engagement as those services are defined in AICPA literature applicable to such engagements conducted by independent auditors. Accordingly, these services shall not result in the issuance of a written communication to third parties by KPMG directly reporting on financial data or internal control or expressing a conclusion or any other form of assurance.

— The Treasury acknowledges that KPMG uses third party service providers within and without the United States to provide KPMG administrative and clerical services.

— In the event KPMG is required to build a system based on requirements issued under any subsequent min-bids, KPMG's System Integrator terms and conditions will apply.

— In providing our services, KPMG will undertake no role or view that could be considered public policy advocacy or lobbying.

— The Treasury agrees that KPMG personnel may need to work remotely for extended periods of time, and the Treasury, and KPMG shall use commercially reasonable efforts to mitigate any effect that remote work has on the performance of the Services.

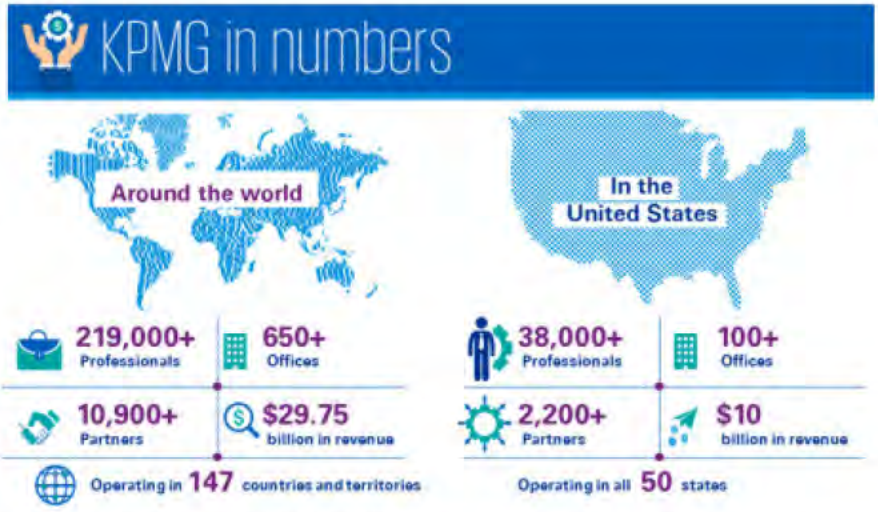
# Organizational support and experience

Q. **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.**

## KPMG overview

KPMG International Cooperative (KPMG International) is a global network of professional member firms providing audit, tax, and advisory services. Member firms of the KPMG network operate in **147 countries** and territories with more than **219,000 partners and professionals.**




KPMG LLP (KPMG) is the U.S. member firm of KPMG International, tracing its origins back to 1897. Since 1994 KPMG has been a limited liability partnership registered in the state of Delaware, with more than **38,000 professionals**, including more than **2,200 partners**, in more than 100 offices.

### Experience serving state and local government

Serving government entities is a core function of our business. For over 100 years, the KPMG State & Local Government practice has assisted clients of all types, including housing authorities, federal agencies, states, cities, counties, school districts, public hospitals, and virtually all other institutions that serve the public interest. This practice consists of more than **1,700 professionals** who devote their efforts to serving more than 2,300 government clients nationwide.

*"I'll say of the consultancies that we deal with, they would be at the top of the list for a recommendation…I would say they consistently seem to be the most professional of the groups that we have worked with. I would place KPMG within the top two at least—worst-case scenario, in second place—out of all the groups that we've worked with during my time here."*

***– State Budget Neutrality professional***

KPMG professionals are vigilant about keeping abreast of federal, state, and local government issues that are encountered every day. These seasoned professionals have deep experience with grant management and federal compliance services. KPMG offers professional services to help public sector organizations meet the needs of their constituencies. KPMG anticipates the challenges organizations face as a result of legislative changes, economic trends, and customer needs. Additionally, we realize that today's fast-paced economy and business world require attentiveness to detail—since it influences the business of public sector entities today and tomorrow. We bring the State a strong understanding of government operations and their distinct needs. We've developed in-depth knowledge of the specific programs and complex issues that many state and local governments face, and we can leverage this knowledge to the benefit of the State.

The following table provides a sample listing of the breadth and depth of the governmental organizations we've recently served.

| KPMG's representative list of state and local government clients served across U.S. | | |
|---|---|---|
| — City Of New York<br>— New York City School Construction Auth<br>— New York Ehealth Collaborative (Nyec)<br>— NY State & Local Ret Systems Inc.<br>— Port Authority of New York & New Jersey<br>— Dormitory Authority-State of New York<br>— New York State Department of Health<br>— Alaska Division of Retirement & Benefits<br>— Bay Area Toll Authority<br>— Borough Of North Slope<br>— Boston Planning & Development Agency<br>— Burlington Electric Department<br>— California Department of Technology<br>— California Department of Transportation<br>— California High Speed Rail Authority<br>— California Public Utilities Commission<br>— California Secretary of State's Office<br>— Central Ohio Transit Authority<br>— Central Utah Water Conservancy District<br>— Charlotte County Florida<br>— Chicago Public Schools<br>— Chicago Transit Authority<br>— City and County of San Francisco | — City of Anaheim<br>— City Of Atlanta<br>— City Of Cambridge<br>— City Of Chicago<br>— City of Dallas<br>— City Of Indianapolis<br>— City of Long Beach<br>— City Of Los Angeles<br>— City Of Orlando<br>— City of Pasadena<br>— City of Seattle<br>— City Of ST Louis<br>— City of Sugar Land<br>— City Of Unalaska<br>— Colorado Department of Transportation<br>— Commonwealth of Kentucky<br>— Commonwealth of Virginia Port Authority<br>— County Of Riverside<br>— County of Santa Barbara<br>— Covered California<br>— Dallas Area Rapid Transit (DART)<br>— DC Water And Sewer Authority<br>— Florida Agency for Health Care Admin<br>— Georgia Department Of Audits<br>— Harris County Metropolitan Transit Authority<br>— Hawaii Dept Of Acct And General Svcs<br>— Hillsborough County School Board<br>— Jacksonville Transportation Authority | — Judicial Council of California (JCC)<br>— Lafayette Consolidated Government<br>— Los Angeles County Metropolitan Transp<br>— Los Angeles World Airport<br>— Nashville Convention Center Authority<br>— Navajo Nation<br>— Nebraska Investment Finance Authority<br>— Ohio Department of Transportation<br>— Omaha Airport Authority<br>— Public Health Trust of Miami-Dade County<br>— San Manuel Band of Mission Indians<br>— Seattle Housing Authority<br>— Spring Education Group<br>— State Of Florida<br>— State Of Hawaii<br>— State Of New Hampshire<br>— State Of Ohio<br>— State of Oregon - Secretary of State<br>— State of Rhode Island<br>— State Of Vermont<br>— System for Financial Information<br>— System of Employees Retirement<br>— Vermont Economic Development Authority |

## The KPMG insights on Modern Government

With our world changing seemingly by the minute, government increasingly finds itself bearing a heavy burden. KPMG offers a vision for today's leaders to not only respond to change but enhance public confidence by meeting the challenges of continuous improvement, helping enable a remote workforce, and enhancing agency mission. We call this Modern Government. *Accordingly, we are continuously working on ways to be more innovative and forward thinking and thus provide more value to our government clients. To obtain a view into our vision of Modern Government and the reach of our Firm overall, please view the short video by typing the following link into Google Chrome:* **https://f.io/T5Q9uhg4**.




## The KPMG Coronavirus Relief Fund and Federal Funding Experience

In response to the COVID-19 pandemic, KPMG created multi-disciplinary teams to help governments nationwide: strategize on their pandemic response recovery, and adaption plans; retool and create initiatives to help enable those plans; and manage and monitor the use of federal and other public monies to fuel response, recovery, and adaptation initiatives. In so doing, KPMG teams are actively assisting state and local government clients with their use of CRF in a manner on point to the State's CRF risk assessment and monitoring needs. This includes helping government clients assess ongoing risks and conduct real-time monitoring of subgrantee and applicant-based programs through which CRF is provided to schools, municipalities, non-profits, and eligible private sector interests.

KPMG's current and ongoing CRF experience is bolstered by our team's experience in helping governments with monitoring and compliance activities of federal grant programs in the aftermath of disasters and crises. Specifically, KPMG teams have been engaged in some of the most complex disaster recovery and grant management initiatives in the U.S., which allows us to see clearly the dimension, complexity, and challenges inherent to the State's grant program. Relevant to the State's needs, our disaster management experience includes crafting risk assessments, oversight and monitoring, auditing client processes around CRF. Each of these items are centered on the use of federally regulated funding across state and local entities in a manner similar in complexity as CRF.

Further, a key differentiator that sets KPMG apart is our experience and capacity to craft risk assessments, monitoring, as well as data analytic processes and tools based on deep practical and substantive experience related to the Code of Federal Regulation provisions applicable to CRF and US Treasury's CRF use and reporting rules and guidance. Please see our qualifications in the Experience of bidder on similar contracts section.

# Our teaming providers

Our deep bench of resources coupled with our network of subcontractors result in an experienced team ready to serve the Treasury. The proposed team comprises of our subcontractors, **Carlisle Thompson, Tidal Basin, and GrantCare** to successfully deliver on the services requested by your RFQ. We believe this team does more than check a box to meet a requirement and it provides more than just additional resources. We are excited by the depth and breadth of this team's relevant policy and regulatory experience and we are further excited by this team's deep history and capabilities in managing large complex, multi-stakeholder projects.

Carlisle Thompson is solely dedicated to providing comprehensive recovery program management and grant management compliance services. Their dedicated experienced personnel manages and support State and local governments CARES Act funding programs and reimbursement compliance programs, including an integrated approach to maximizing FEMA Public Assistance COVID funding to enhance available, CARES program funding that are not FEMA eligible. Carlisle Thompson's core services include grants development, financial management, grant compliance, program management, training, public relations, and identifying and providing funding strategies to address the unmet needs of the disaster affected communities in all disaster recovery programs, CARES Act, FEMA Public Assistance, CDBG-DR, and HMP- BRIC.

They understand the unique challenges of disaster recovery, implementing proven methods to address the specific needs of the affected communities. Their experience, knowledge, and skills aid in planning, executing, and administering grant compliant recovery projects. Their client commitment shines through their attention to detail and compliant CARES, the Stafford Act, and CDBG project management delivery. The team of dedicated specialists with advanced policy and technical experience is committed to meeting the recovery needs of the communities they serve.

Since 1985, Tidal Basin has helped federal, state, and local governments, private sector, and not-for-profit clients identify and achieve their disaster preparedness, emergency management, and disaster recovery goals. Few if any firms can match their integrated knowledge of the preparedness and recovery resources available from federal agencies such as FEMA, the Department of Housing and Urban Development, the National Resource Conservation Service, and the Department of Transportation. At Tidal Basin nothing is more important than their clients. They support, assist, and advise you based on your individual needs and objectives.

Tidal Basin is fully equipped, maintains the requisite resources, and will seamlessly demonstrate capability to meet your needs – even in response to multiple contracts or disasters. In fact, they maintain staffing levels sufficient to support not only their clients during catastrophic disasters like Hurricane Sandy, but also over three dozen current clients nationwide – many in Texas, Florida, and Puerto Rico due to Hurricanes Irma and Harvey. Their organization is specifically designed to support multiple clients simultaneously. The Tidal Basin team can mobilize within 48 hours of activation to begin on-site coordination efforts. It is important to note that their staff are not just available quickly, but will remain on call and available from pre-disaster through closeout and beyond.

GrantCare provides comprehensive grant management solutions built using trusted Microsoft 365 technology platform. Their leadership team has wide-ranging experience across grant management and technology. Since 2008, the team has supported the management of more than $5 billion in grant funds for programs in Texas, Louisiana, New Jersey, and New York. With experience gathered from developing sustainable recovery solutions in the aftermath of six major hurricanes, clients have entrusted them to manage hundreds of millions of dollars and to deliver value to those who need it most: the victims of disaster.

# Your engagement team

We are proud of the team we present in this proposal- each individual has significant Government experience combined with technical knowledge and is ready to serve you. KPMG has an extensive network of professional resources. KPMG has the ability to draw additional resources from a deep bench of professionals with an extensive range of skills to augment our proposed project team or to complete specific, specialized tasks if necessary. These professionals have been trained on our methodology, have experience delivering the services, and have worked together on similar projects. We have included representative resumes that demonstrate the level of resources and quality experience the State can expect from our professional staff and subject matter resources. Supplemented by Carlisle Thompson, Tidal Basin, and GrantCare, we are a well-rounded, multi-disciplined team with the ability to deploy a significant number of resources at one time. We understand you need individuals with CARES Act, CRF experience, federal funding knowledge, grants management and reporting process experience, fraud waste and abuse prevention skills, and integrity monitoring and process enhancement abilities. Our proposed team members understand the urgency and the importance of this initiative and are eager to see the positive impact each task order will bring to the State.

Although we anticipate the leaders identified in our proposal will serve as your primary team, we will evaluate engagements as they are issued through the engagement process to appropriately assign specific resources to align with your needs. We have provided descriptions of our project leadership and key personnel; our senior consultant and associate resource pool is diverse and well qualified in the various areas being requested and have experience supporting dynamic teams.

A high level chart depicts our organizational layout followed by descriptions of our key leadership team and finally, a staffing matrix provides an overview of the skills of our proposed team members. The organizational chart is grouped by the Categories prescribed by the State. Résumés, with personal references, for all key personnel are located in Appendix A. Please note that we have the appropriate CPA resources for Category 2 and Category 3 as required and will maintain this requirement for specific engagement submittals.

## Organizational chart

**State of New Jersey**
*Department of Treasury*

**State of New Jersey**

**Rory Costello**
*Lead Engagement Partner/Principal/Director*

**May Boucherak**
*Engagement Partner/Principal/Director*

**Rakan Nassereddin**
*Program Manager – Project Management Office*

**Category 1**

**Geoff Plante**
*Partner/Principal/ Director*

**Julie Barrientos**
*Program Manager*

**Matthew Berry**
*Project Manager*

**Category 2**

**Anthony Monaco**
*Partner/Principal/ Director*

**Matt Unnasch**
*Program Manager*

**Derek Zielinski**
*Project Manager*

**Category 3**

**Thomas Stanton**
*Partner/Principal/ Director*

**Michael Doyle**
*Program Manager*

**Elyssa Vincent**
*Project Manager*

**Resource Pool of Senior Consultants, Consultants, Associate/Staff, and Administrative Support Staff**

**Representative Subject Matter Professionals**

**Kevin Max**
**Kelly Donovan**
**Jeff Thomas**
**Ross Ashley**
**Michelle Collier**

- CARES Act/CRF Funding Specialists
- Federal Grants Management, Policies and Reporting Specialists
- Anti-Fraud Monitoring Specialists
- 2 CFR 200 Compliance Specialists
- Statisticians
- Financial Monitoring Specialists
- Construction Specialists

## Team biographies

A description of the KPMG team's roles and responsibilities on the project is highlighted in the following table. Detailed résumés for the individuals listed below as well as additional resources that will support Category 1, Category 2, and Category 3 can be found in **Appendix A: Team résumés** of this proposal.

| | |
|---|---|
|  <br>**Rory Costello**<br>*Lead Engagement Partner/Principal/ Director* | Rory will be responsible for managing all aspects of the engagement. He will also help foster client satisfaction and quality deliverables consistent with KPMG methodology as well as provide subject matter knowledge on the overall project and in selected areas.<br>Rory is a Principal in the KPMG Government Regulatory Compliance practice. Rory began his career on both the New York State Financial and Single Audits and then moved to the KPMG Advisory practice in 1999. A certified Project Management Professional (PMP), Rory brings over 24 years of city, state and federal compliance experience (FEMA, CDBG-DR, A-87 Costing Principles, ARRA, Federal Grants and CMS 9957) having served on numerous regulatory compliance engagements including a number of federal single audits. Rory was recently one of the architects that shaped KPMG's response to Hurricane Sandy and currently serves as KPMG's National State and Local Government Co-Lead for Emergency Management and Disaster Recovery.<br>Rory is currently assisting in the coordination and deployment of multiple federal COVID-19 funding sources, including CRF, FEMA Public Assistance (PA), and HUD pandemic funding for the Loudoun County. |
|  <br>**May Boucherak**<br>*Engagement Partner/Principal/ Director* | May is a Managing Director in the KPMG's New York office. She has more than 10 years of experience in providing regulatory compliance and internal audit services to state and local governments and serves KPMG's most prominent northeast governments clients. May has been focusing her work on disaster recovery services following Hurricane Sandy and is now serving on the FEMA PA Florida project. May serves as KPMG's National State and Local Government Co-Lead for Emergency Management and Disaster Recovery. She is also responsible for the management of two New York City backdrop contracts where she manages review of task orders, coordinates the delivery and completion of each task order activity. |
|  <br>**Rakan Nassereddin**<br>*Program Manager – Project Management Office* | Rakan is a Manager in the Forensics Network with experience in disaster recovery, health and human services, and regulatory compliance. His professional experience has been focused on providing risk advisory services such as regulatory compliance, indirect cost allocation, current state risk assessments, policies and procedures development, and policies and procedures review<br>Rakan has evaluated the activities of FEMA PA applicants as outlined in project worksheets to help ensure compliance with FEMA PA rules and regulations, and has provided technical guidance and insights to FEMA PA applicants to help substantiate claimed costs on project worksheets to ultimately align project worksheets with federal rules and regulations. |

| | |
|---|---|
|  <br>**Geoff Plante**<br>*Partner/Principal/ Director* | Geoff is a Partner in the KPMG Advisory practice, focusing on State and Local Government clients with an emphasis on Finance Transformation. He has more than 29 years of experience serving public sector clients, and has a thorough understanding of their financials processes, required internal controls, and requirements for Federal compliance. |
|  <br>**Julie Barrientos**<br>*Program Manager* | Julie is a Director in the KPMG Advisory practice, focusing on State and Local Government clients with an emphasis on Finance Transformation. She has more than 29 years of experience serving public sector clients, and has a thorough understanding of their financials processes, required internal controls, and requirements for Federal compliance. Prior to her transition to advisory, Julie spent 18 years in the KPMG State and Local Government Audit practice, and has extensive experience with Single Audits and grant compliance. |
|  <br>**Matthew Berry**<br>*Project Manager* | Matt is a Director in the KPMG Advisory practice. He helps public sector organizations solve business challenges with insight, integrity, and rigor to accelerate their future success and transformation. His experience assisting clients includes reviewing organizational effectiveness, workforce recruiting strategies, and supporting account reconciliations. |
|  <br>**Anthony Monaco**<br>*Partner/Principal/ Director* | Anthony is the National State and Local government Risk Advisory Solutions lead partner with more than 30 years of experience in providing services to governments and non-governments, serving KPMG's most prominent government clients. In his role, Anthony has led teams responsible for delivering grants management as well as oversight and monitoring and our disaster recovery services. Anthony can bring the Department a wealth of program integrity knowledge ranging from the delivery and monitoring of grants, technical assistance regarding federal disaster recovery programs, and the execution of programmatic assessments.<br>Anthony is currently assisting the State of South Carolina's Department of Commerce with assessing the vulnerability of the state's business sectors to social and economic risks from COVID-19 and to recommend governance and logistical and funding aid strategies for mitigation of those impacts. |
|  <br>**Matthew Unnasch**<br>*Program Manager* | Matt is a Director in the New York City Office and a member of KPMG's Northeast Advisory Services practice. He assists management teams of state and local governments navigate complex regulatory environments to achieve efficiency and compliance with federal regulations.<br>His professional experience includes comprehensive grants management, development and long-term management of stakeholder outreach programs, providing technical support, project management office functions, compliance reviews and fiscal monitoring of federal and state grant programs, program development and evaluation of controls, policies, and procedures, risk assessments, financial reporting, performance audits, business process assessments, and investigations. |



**Derek Zielinski**
*Project Manager*

Derek is a certified PMP in the KPMG Forensics Network with more than six years of experience in leading regulatory compliance engagements for State and Local governments. He has served as the lead project manager for multiple engagements to support state governments in their subrecipient monitoring efforts. In this role, Derek's responsibilities included coordinating and overseeing day-to-day tasks for the project teams, leading internal and client-facing status meetings, managing project financials and the project timeline, monitoring compliance with contracting agreements, and performing quality control reviews of final deliverables.
Derek is currently providing consultation and compliance assistance to Loudoun County, VA in the deployment of COVID-19 Funding. Specifically, he is helping outline strategies to help ensure grant management process address both compliance needs and financial accountability needs.



**Thomas Stanton**
*Partner/Principal/ Director*

Thomas has more than 20 years of experience providing disaster recovery compliance and monitoring services, including serving as the integrity monitor for the City and State of New York, State of New Jersey and State of Alabama. Since March 2020, he has been helping states and local governments design and administer pandemic responses and recovery programs to use and disburse CARES Act, CRF, Stimulus, and FEMA funding. He specializes in regulatory compliance reviews, investigations and provides fraud risk management advisory services to multinational public corporations, as well as public service and not-for-profit organizations.



**Mike Doyle**
*Program Manager*

Michael is a Director in the KPMG Forensic practice with more than 18 years of accounting and investigative experience. Michael has conducted investigations and designed fraud programs for organizations around the world, including Johnson and Johnson, USB and have support local client including Con Ed, Nation Grid, the State of Ohio and the New York City, Brooklyn DA's office. Michael has substantial experience managing and coordinating investigation and data analytical engagements across several industries. Michael specializes in investigations of suspected fraud, accounting irregularities, and misconduct, including fraudulent financial reporting, misappropriation of assets, and violations of laws and regulations.



**Elyssa Vincent**
*Project Manager*

Elyssa is a Senior Associate in the KPMG Forensic practice and is a Certified Forensic Accountant. Elyssa assists clients with a wide range of forensic advisory services including investigations, risk assessments, and disaster/incident response.
Elyssa is currently assisting a local government review, assessing and determining whether incurred expenses are potentially eligible for fund recovery under the CARES Act or FEMA.

The following table summarizes the team's skill set as it relates to the key requirements of this RFQ:

| Staff classification | Professionals | Experience | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | CARES Act | Federal Grants | Financial Reporting | Business Process Analysis | Internal Controls | Risk Assessment | Compliance Monitoring | Integrity Monitoring |
| Lead Engagement Partner/Principal/Director | Rory Costello | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Engagement Partner/Principal/Director | May Boucherak | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Program Manager – Project Management Office | Rakan Nassereddin | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Partner/Principal/Director | Geoff Plante | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | |
| Program Manager | Julie Barrientos | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Project Manager | Matthew Berry | | | ✓ | ✓ | ✓ | ✓ | ✓ | |
| Partner/Principal/Director | Anthony Monaco | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Program Manager | Matt Unnasch | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Project Manager | Derek Zielinski | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | |
| Partner/Principal/Director | Thomas Stanton | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Program Manager | Michael Doyle | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Project Manager | Elyssa Vincent | ✓ | | ✓ | ✓ | | ✓ | ✓ | |
| Project Manager | Matt Nixon | | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | |
| Project Manager | Rebecca Sutton | | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | |
| Supervisory/Senior Consultant | Ryan Meyer | | | ✓ | ✓ | ✓ | ✓ | ✓ | |
| Supervisory/Senior Consultant | Sabir Aissi | | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | |
| Consultant | Elba Morales | | ✓ | ✓ | | | | ✓ | ✓ |
| Project Manager | Andre LeBlanc | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Project Manager | Nick Rotter | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Program Manager | Heather Woodard | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Program Manager | Jose Alfaro | | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Consultant | Samantha Sicard | | ✓ | | | | | ✓ | |
| Supervisory/Senior Consultant | Johnny Deem | | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | |
| Supervisory/Senior Consultant | Sarah Davies | | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | |

| Staff classification | Professionals | Experience | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | CARES Act | Federal Grants | Financial Reporting | Business Process Analysis | Internal Controls | Risk Assessment | Compliance Monitoring | Integrity Monitoring |
| Supervisory/Senior Consultant | Kirsten McKenna | | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Supervisory/Senior Consultant | Wesley Skaar | ✓ | ✓ | | ✓ | ✓ | ✓ | ✓ | ✓ |
| Project Manager | Rose Gamba | | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Project Manager | Dan Housey | ✓ | ✓ | ✓ | ✓ | | ✓ | ✓ | ✓ |
| Project Manager | Ted Segura | ✓ | ✓ | ✓ | ✓ | | ✓ | ✓ | ✓ |
| Project Manager | Bob Wright | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Project Manager | Greg Szymanski | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Program Manager | Ryan Coco | | | | ✓ | ✓ | ✓ | ✓ | ✓ |
| Supervisory/Senior Consultant | Joe Zarou | ✓ | | ✓ | | ✓ | ✓ | | |
| Subject Matter Professional | Kevin Max | | | | ✓ | ✓ | ✓ | ✓ | ✓ |
| Subject Matter Professional | Kelly Donovan | | | | | ✓ | ✓ | ✓ | ✓ |
| Subject Matter Professional | Jeffrey Thomas | ✓ | ✓ | ✓ | ✓ | | ✓ | ✓ | ✓ |
| Subject Matter Professional | Ross Ashley | | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ | ✓ |
| Subject Matter Professional | Michelle Collier | ✓ | ✓ | ✓ | ✓ | | ✓ | ✓ | ✓ |

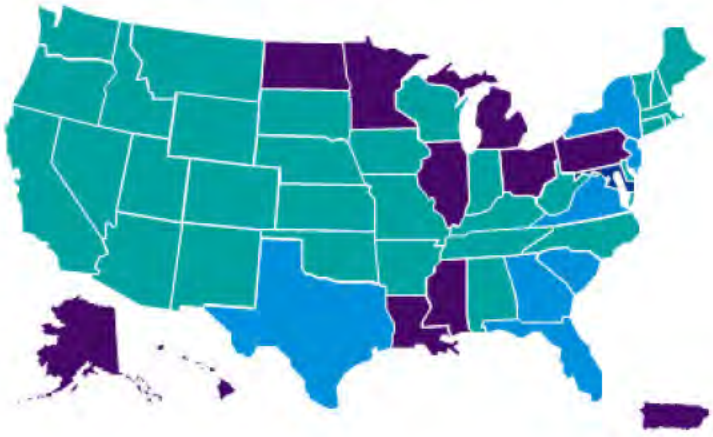
**Detailed résumés should be submitted for all management, supervisory and key personnel to be assigned to the Contract. Resumes should be structured to emphasize relevant qualifications and experience of these individuals. Resumes should include the following:**
**Clearly identify the individual's previous 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.**

Please see Appendix A for all résumés. It contains detailed résumés for the core team, as well as representative résumés for key management and supervisory personnel.

## 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.**

The Treasury can benefit from the deep knowledge of our professionals and their extensive experience providing similar services for government organizations. From the decades of Single Audit experience we have, which forms a strong foundation for our deep federal funding understanding, to the recent and relevant CARES Act and Federal Disaster programmatic engagements our capabilities in this area continues to be deep and wide ranging. Equally important, our experiences shape our methods, approaches, and tools which we can offer to the State. Essentially we aren't "making it up as we go" and our professionals can spend more time on identifying opportunities for enhanced value that are specific to the scope of your RFQ. Please find a snapshot below of past and current engagements that meet the requirements of your RFQ.



- US Dept. of Housing and Urban Development
- Commonwealth of Puerto Rico
- Commonwealth of PA
- State of FL
- State of GA
- State of IL
- State of LA
- State of MI
- State of MS
- State of ND
- State of NJ
- State of NY
- State of TX
- New York City
- Middlesex County, NJ
- Atlantic Highlands, NJ
- City of Minot, NJ
- City Galveston, TX
- Harris County, TX
- Loudoun County, VA

**Key:**
- State Experience
- Federal Experience
- State and Local Experience

Please note that not all experience abstracts are referenceable due to either the time elapsed since that project or reference prohibitions from that client (certain clients do not, as a matter of policy, provide written or verbal references). Also, certain qualifications only have one point of contact.

## Category 1

| [redacted] |
|---|
| **Project Sponsor Name and Contact Information:** |
| **Contact:**<br>**Name:** [redacted]<br>**Title:** [redacted]<br>**Phone:** [redacted] |
| **Size of client: Private academic institution with an annual budget of approximately $3.8 billion.** |
| **Contract start date: December, 2019** \| **Contract end date: August, 2020** |
| **Description of the work performed**<br>KPMG provided grants accounting reconciliation and augmented [redacted] staff. KPMG developed a process to align monthly on-top entries for cost reimbursement grants from the Controller's office to the detail grant ledgers, and reconciled the accounts receivable amounts. KPMG constructed a standard operating procedure for the accounting for a balance sheet reconciliation for sponsored awards; and developed reconciliation training to be used to onboard and train the new personnel being added to improve internal controls. KPMG reviewed and developed a series of monitoring reports with coordinated SOP's for analysis of the report type. |
| **Relevance to the RFQ** |
| This qualification is directly relevant/similar to the services requested in Category 1 of the RFQ. |

| **Washington Metropolitan Area Transit Authority** |
|---|
| **Project Sponsor Name and Contact Information:** |
| **Contact:**<br>**Name:** [redacted]<br>**Title:** [redacted]<br>**Phone:** [redacted] |
| **Size of client: Public transit agency with a $400.7 million budget.** |
| **Contract start date: May, 2015** \| **Contract end date: ongoing** |
| **Description of the work performed**<br>Assisted with assessing existing internal controls over financial reporting, compliance with regulations, and testing and analyzing controls. Augmented staff and assisted with developing and implementing corrective action plans to remediate deficiencies in internal controls found in processes and/or systems or deficiencies identified during audits by internal and/or external auditors and regulatory agencies. Provided audit liaison support for audits and financial reviews, including cataloging documents, organizing and compiling responses to requests from auditors or regulatory agencies in performance of their audits and reviews. Provided training for the New Uniform Guidance, and provided subject matter advice for federal compliance, including grants awarded under the CARES Act. |

| Washington Metropolitan Area Transit Authority |
|---|
| **Relevance to the RFQ** |
| This qualification is directly relevant/similar to the services requested in Category 1 of the RFQ. |

| State of New York Health and Hospitals | |
|---|---|
| **Project Sponsor Name and Contact Information:** | |
| **Contact:**<br>**Name:** [redacted]<br>**Title:** [redacted]<br>**Phone:** [redacted] | |
| **Size of client: Large $6 billion** | |
| **Contract start date: January, 2020** | **Contract end date: ongoing** |
| **Description of the work performed**<br>Assisting client to assess readiness to implement and comply with a new accounting standard, GASB 87. Assessed current state business processes and identified gaps. Developed recommendations for improvement and a Roadmap that identified requirements for People, Process, and Technology. | |
| **Relevance to the RFQ** | |
| This qualification is directly relevant/similar to the services requested in Category 1 of the RFQ. | |

| State of Texas, Texas Department of Transportation | |
|---|---|
| **Project Sponsor Name and Contact Information:** | |
| **Contact:**<br>**Name:** [redacted]<br>**Title:** [redacted]<br>**Phone:** [redacted] | |
| **Size of client: Large public transportation agency with $30.5 billion budget.** | |
| **Contract start date: 2018** | **Contract end date: Present** |
| **Description of the work performed**<br>KPMG is providing financial and operational advisory support services for a large state tolling organization as they replace the back office system used to support the collection, accounting, billing, customer service and reporting of tolls and toll revenue across the state. KPMG helped the state prepare for on-boarding of the back office system integrator by documenting current state activities, developing user stories and assessing potential software capabilities. The project is currently in the design phase and KPMG's role includes supporting business and design workshops, requirements gathering and validation, analysis and financial reporting and business process support. Following the design phase of the project, KPMG will support the state with the back office system's development, testing and implementation. | |
| **Relevance to the RFQ** | |
| This qualification is directly relevant/similar to the services requested in Category 1 of the RFQ. | |

| Metropolitan Atlanta Rapid Transit Authority (MARTA) | |
|---|---|
| **Project Sponsor Name and Contact Information:** | |
| **Contact:**<br>**Name:** [redacted]<br>**Title:** [redacted]<br>**Phone:** [redacted] | |
| **Size of client: Large public transportation agency with a $1.2 billion budget.** | |
| **Contract start date: 2011** | **Contract end date: 2014** |

**Description of the work performed**

KPMG provided a combination of operational audits and strategic transformation services to assess and improve MARTA's overall organizational, operational and financial effectiveness. As part of these services, KPMG led the cost analysis related to potentially outsourcing multiple functions across the authority, including human resources, payroll, information technology, and Mobility paratransit services. KPMG's efforts resulted in the identification of over $50 million in annual cost-saving opportunities. KPMG was retained to assist in the implementation phase. KPMG supported the MARTA Transformation Initiative, a Program Management Office that oversees implementation of each initiative. Support activities included assistance in procurement development and alternative sourcing strategies.

**Relevance to the RFQ**

This qualification is directly relevant/similar to the services requested in Category 1 of the RFQ. KPMG's services included reviewing organizational effectiveness throughout the Authority.

| Virginia Department of Transportation | |
|---|---|
| **Project Sponsor Name and Contact Information:** | |
| **Contact:**<br>**Name:** [redacted]<br>**Title:** [redacted]<br>**Phone:** ([redacted] | |
| **Size of client: Large public transportation agency with a $6.4 billion budget.** | |
| **Contract start date: 2017** | **Contract end date: 2017** |

**Description of the work performed**

KPMG conducted an assessment to gain insight into the effectiveness, impact, and integration of its current workforce development programs into VDOT's strategy mission and outcomes. KPMG's assessment of current VDOT initiatives within VDOT's established workforce development framework, including branding, recruiting, retention, and training and development. We identified gaps in VDOT's workforce development framework and developed a strategic plan consisting over 75 opportunities to help enable VDOT to prioritize next steps to address identified gaps and enhancements to VDOT's workforce development framework. KPMG provided actionable plans (both short- and long-term) for each initiative in the strategic plan to VDOT to support addressing gaps and fully implementing each

| Virginia Department of Transportation |
| --- |
| initiative, which will include recommended resources budget considerations and realistic timelines for deliverables. |
| **Relevance to the RFQ** |
| This qualification is directly relevant/similar to the services requested in Category 1 of the RFQ.<br><br>KPMG's services included reviewing and making recommendations regarding VDOT's recruitment strategies. |

## Category 2

| State of Florida – Florida Division of Emergency Management - FEMA Public Assistance Grants Management – Hurricane Michael | |
|---|---|
| **Project Sponsor Name and Contact Information:** | |
| **Contact:**<br>**Name:** [redacted]<br>**Title:** [redacted]<br>**Phone:** 8[redacted] | |
| **Size of client: Large public emergency management agency with a $2.0 billion operating budget** | |
| **Contract start date:** April 2018 | **Contract end date:** Current |

**Description of the work performed**

KPMG is engaged to perform comprehensive FEMA PA grants management starting with recipient review through project closeout for one of the strongest storms on record to exist in the open Atlantic region. Hurricane Michael was a Category 5 storm that caused widespread devastation, with damages estimated in excess of $4 billion. KPMG supports FDEM with recovery efforts for over 100 applicants in Bay County, including Private Non-Profits, hospitals, local governments, and school districts. KPMG interacts with applicants on a daily basis, assisting with communications, document requests, status updates, and helping applicants navigate the Public Assistance process.

KPMG was recognized by FDEM for its prompt efforts to support the recovery process by validating the first reimbursement for Hurricane Michael to Mexico Beach within days of the project entering the recipient review queue. Of the $665 million of FEMA PA funding obligated to date for Michael under DR-4399, KPMG's team of 40 resources has validated over $280 million of payments initiated to subrecipients. KPMG's team has focused efforts on reviewing emergency protective measure (Category B) projects, and has validated over 75% of the $66 million obligated Hurricane Michael Cat B projects in Bay County. As the volume increases, KPMG's large talent pool provides flexibility to meet the needs of the program.

Our scope of work includes various grants management functions such as:

— Perform QA/QC reviews for projects in recipient review

— Validate 100% of large project reimbursement requests for applicant, facility, cost, and work eligibility, as well as duplication of benefits, to develop reimbursement request recommendations

— Coordinate with applicants on the status of reimbursement requests, including explaining details of requests for information

— Provide applicant technical assistance with ad hoc program reporting requirements and administrative items needed such as quarterly reporting, time extension submissions, payment status, and subgrant agreements, and assist with instructions on navigating through the State portal

— Provide time extension request recommendations to FDEM

— Perform project closeout procedures, including preparation of FRR and FIR templates based on subrecipient provided information, assist with final inspections, prepare closeout packages and requests for final project versions, validate additional amounts requested, and help ensure project requirements are met (e.g., insurance requirements, environmental planning and historic preservation requirements)

— Conduct reasonableness analyses, as requested by FDEM, to assist non-compliant subrecipients in obtaining funding

**State of Florida – Florida Division of Emergency Management - FEMA Public Assistance Grants Management – Hurricane Michael**

In addition to items outlined in our scope of work, we have hosted informational webinars with subrecipients throughout Bay County, including an introductory webinar that provided an overview of roles and responsibilities, the PA grants process in Florida, documentation requirements for reimbursement, and the innovative expedited project process designed to promote faster funding to impacted communities. We have also automated critical processes such as document conversions, validation processes, and project management functions, such as progress reporting, dashboard reporting, invoicing, and timekeeping for over 140 resources supporting three separate contracts for major disasters in accordance with federal grant requirements.

**Relevance to the RFQ**

This qualification is directly relevant/similar to the services requested in Category 2 of the RFQ.

**State of Florida – Florida Division of Emergency Management - FEMA Public Assistance Grants Management – Hurricane Irma**

**Project Sponsor Name and Contact Information:**

**Contact:**
**Name:** [redacted]
**Title:** [redacted]
**Phone:** [redacted]

**Size of client: Large public emergency management agency with a $2.0 billion operating budget**

**Contract start date:** April 2018 | **Contract end date:** Current

**Description of the work performed**

KPMG is engaged to perform comprehensive FEMA PA grants management starting with recipient review through project closeout for one of the only storms in US history to make landfall twice in mainland United States. Hurricane Irma sustained damages estimated in excess of $3.4 billion. KPMG supports FDEM with recovery efforts for the most impacted region, South Florida, including subrecipients throughout Palm Beach, Broward, Miami-Dade and Monroe County (Florida Keys).

On July 3, 2019, Florida Governor Ron DeSantis announced that since January 8, 2019, FDEM awarded more than $600 million in FEMA PA funding. Three payments were highlighted in his release, including two that were validated by KPMG, including $78 million for Miami-Dade County. Of the $1.9 billion of FEMA PA funding obligated to date for Irma under DR-4377, KPMG's team of 120 resources have validated over $443 million of payments initiated to a variety Subrecipients including hospitals, Private Non-profits, local governments, and more.

Our scope of work includes various grants management functions such as:
— Perform QA/QC reviews for projects in recipient review
— Validate 100% of large project reimbursement requests for applicant, facility, cost, and work eligibility, as well as duplication of benefits, to develop reimbursement request recommendations
— Coordinate with applicants on the status of reimbursement requests, including explaining details of requests for information
— Provide applicant technical assistance with ad hoc program reporting and administrative requirements needed for the PA process, such as quarterly reporting, time extension submissions,

| State of Florida – Florida Division of Emergency Management - FEMA Public Assistance Grants Management – Hurricane Irma |
|---|
| payment status, and subgrant agreements, and assist with instructions on navigating through the State portal<br>— Provide time extension request recommendations to FDEM<br>— Perform project closeout procedures, including preparation of FRR and FIR templates based on subrecipient provided information, assist with final inspections, prepare closeout packages and requests for final project versions, validate additional amounts requested, and help ensure project requirements were met (e.g., insurance requirements, environmental planning and historic preservation requirements)<br>— Conduct reasonableness analyses, as requested by FDEM, to assist non-compliant subrecipients in obtaining funding<br><br>In addition to items outlined in our scope of work, KPMG was the first vendor to offer sampling approaches to help expedite the reimbursement process. Our team participates in meetings with FEMA, FDEM, and its subrecipients to review roadblocks to reimbursement and help determine solutions to prevent non-compliance. KPMG provided FDEM with research and suggestions for required documentation for a large electrical cooperative mutual aid agreement. We have also automated critical processes such as document conversions, validation processes, and project management functions, such as progress reporting, dashboard reporting, invoicing, and timekeeping for over 140 resources supporting three separate contracts for major disasters in accordance with federal grant requirements. |
| **Relevance to the RFQ** |
| This qualification is directly relevant/similar to the services requested in Category 2 of the RFQ. |

| State of Florida – Florida Division of Emergency Management - FEMA Public Assistance Grants Management – Hurricanes Matthew and legacy storms Fay, Ike, Gustav, Isaac, Hermine, and Nate | |
|---|---|
| **Project Sponsor Name and Contact Information:** | |
| **Contact:**<br>**Name:** [redacted]<br>**Title:** [redacted]<br>**Phone:** [redacted] | |
| **Size of client: Large public emergency management agency with a $2.0 billion operating budget** | |
| **Contract start date:** April 2018 | **Contract end date:** Current |

**Description of the work performed**

KPMG is engaged to perform comprehensive FEMA PA grants management starting with recipient review through project closeout for Florida's legacy storms. KPMG supports FDEM with recovery efforts for the most impacted regions, Northeast, Central and South Florida, including subrecipients throughout Volusia, Orange, Brevard, Palm Beach, Broward, Miami-Dade and Monroe County (Florida Keys). KPMG interacts with applicants on a daily basis, assisting with communications, document requests, status updates, and helping applicants navigate the Public Assistance process.

In addition to items outlined in our scope of work, the legacy storms require KPMG to focus heavily on subrecipient outreach to provide technical assistance to achieve compliance in preparation for project closeouts. In many instances, subrecipient staff turnover has left a knowledge gap of reimbursement status, requirements, and overall progress. Our teams hold regular calls with subrecipient points of contact to inform on next steps and conduct field visits when necessary to educate subrecipient staff, develop action plans to kick start dormant reviews and closeouts inherited from previous vendors and FDEM.
Due to its effective deployment of resources to support FDEM recovery operations, KPMG was entrusted to provide comprehensive grants management services for storms impacting the state in the last ten years, primarily Hurricanes Matthew and Hermine. As a result, KPMG has been tasked with reviewing over 3,500 submissions from subrecipients seeking reimbursement in excess of $1.4 billion.

Our scope of work includes various grants management functions such as:
— Perform QA/QC reviews for projects in recipient review

— Validate 100% of large project reimbursement requests for applicant, facility, cost, and work eligibility, as well as duplication of benefits, to develop reimbursement request recommendations

— Coordinate with applicants on the status of reimbursement requests, including explaining details of requests for information

— Provide applicant technical assistance with ad hoc program reporting and administrative requirements needed for the PA process, such as quarterly reporting, time extension submissions, payment status, and subgrant agreements, and assist with instructions on navigating through the State portal

— Provide time extension request recommendations to FDEM

— Perform project closeout procedures, including preparation of FRR and FIR templates based on subrecipient provided information, assist with final inspections, prepare closeout packages and requests for final project versions, validate additional amounts requested, and help ensure project requirements were met (e.g., insurance requirements, environmental planning and historic preservation requirements)

**State of Florida – Florida Division of Emergency Management - FEMA Public Assistance Grants Management – Hurricanes Matthew and legacy storms Fay, Ike, Gustav, Isaac, Hermine, and Nate**

— Conduct reasonableness analyses, as requested by FDEM, to assist non-compliant subrecipients in obtaining funding

We have also automated critical processes such as document conversions, validation processes, and project management functions, such as progress reporting, dashboard reporting, invoicing, and timekeeping for over 140 resources supporting three separate contracts for major disasters in accordance with federal grant requirements.

**Relevance to the RFQ**

This qualification is directly relevant/similar to the services requested in Category 2 of the RFQ.

**State of Florida – Florida Department of Transportation - FEMA Public Assistance Grants Management Assistance**

**Project Sponsor Name and Contact Information:**

**Contact:**
**Name:** [redacted]
**Title:** [redacted]
**Phone:** [redacted]

**Size of client: Large public transportation agency with $10.8 billion budget**

| **Contract start date:** September 2019 | **Contract end date:** Current |
|---|---|

**Description of the work performed**

KPMG is engaged to perform comprehensive FEMA public assistance grants management services beginning with project formulation and assisting through project closeout. The vast majority of work performed as a result of the declared disasters relates to emergency work for Hurricane Irma and Hurricane Michael with costs totaling approximately $75 million and approximately $625 million, respectively.

KPMG coordinates with 3rd party vendors and the Florida Department of Transportation (FDOT) District representatives to gather, compile, review, and verify that work performed and expenses incurred as a result of the disasters appear to be appropriately supported and documented in accordance with rules and regulations outlined within Florida Statues, 44 CFR, and 2 CFR as allowed by the Robert T. Stafford Disaster Relief and Emergency Assistance Act. In doing so, KPMG utilizes conversion software that converts sources documents in to usable data sets and validates the accuracy and validity of the data. This automated approach allows KPMG to sort through millions of source documents helping enable us to quickly pinpoint inconsistencies and missing information within the documentation provided by the subrecipient and all 3rd parties. KPMG documents project inconsistencies and reports on amounts that appear to be ineligible and/or unsupported for reimbursement under FEMA's public assistance program. KPMG's approach has led to timely project worksheet development, timely reviews from downstream control groups (DEM and FEMA), and thus facilitating faster reimbursements for FDOT.

In addition to items outlined in our scope of work, KPMG has been working with FDOT and their vendors to provide leading practices such as, using standardized invoices tables, requiring vendors to provide searchable source documents, and working with procurement department to standardize the type of contract and pricing structure. We have also automated critical processes such as progress

| State of Florida – Florida Department of Transportation - FEMA Public Assistance Grants Management Assistance |
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| reporting, dashboard reporting, invoicing, and timekeeping for 70+ resources in accordance with federal grant requirements. |
| **Relevance to the RFQ** |
| This qualification is directly relevant/similar to the services requested in Category 2 of the RFQ. |

| State of Georgia, Office of Planning and Budget CARES Act Coronavirus Relief Funding | |
|---|---|
| **Project Sponsor Name and Contact Information:** | |
| **Contact:**<br>**Name:** [redacted]<br>**Title:** [redacted]<br>**Phone:** [redacted] | |
| **Size of client: Medium size government office with a $12.0 million dollar budgeting managing over $27.5 billion a year.** | |
| **Contract start date:** April 2020 | **Contract end date:** Current |
| **Description of the work performed** | |
| KPMG, with the support of GrantCare, has developed a grants management solution which was configured based on the State's CRF needs. The solution is built on Microsoft Dynamics 365, and leverages pre-configured modules as accelerators to quickly develop the baseline Minimally Viable Product (MVP) in only 2 – 3 weeks. In addition, KPMG has leveraged its knowledge of the CARES Act, and grants management programs, in general, to counsel Georgia and GrantCare on how to approach, execute and monitor compliance with such programs, as well as translate the intricacies of the CARES Act eligibility and compliance requirements into business rules that GrantCare can incorporate into their grants management solution. | |
| **Relevance to the RFQ** | |
| This qualification is directly relevant/similar to the services requested in Category 2 of the RFQ. | |

| South Carolina Department of Commerce | |
|---|---|
| **Project Sponsor Name and Contact Information:**<br><br>**Contact:**<br>**Name:** [redacted]<br>**Title:** [redacted]<br>**Phone:** [redacted] | |
| **Size of client: Medium sized public commerce agency with a $184.8 million budget.** | |
| **Contract start date:** April 2020 | **Contract end date:** Present |

**Description of the work performed**

The State of South Carolina engaged KPMG to assess the State's economic impacts and vulnerabilities stemming from the COVID-19 pandemic and related business shutdowns and longer-term restrictions and offer strategic advice on federal and state resources, programs, and other initiatives to address identified challenges as part of the State's reopening and recovery efforts.
KPMG's performed the following deliverables:

— Crafted a survey and related analysis of South Carolina businesses across SC priority economic sectors to ascertain trends related to impacts, vulnerabilities, and recovery needs from both the pandemic and related shut-downs and ongoing business restrictions.

— Developed a COVID-19 Economic Impact & Vulnerability Assessment paired with a Federal Funding Gap Analysis. These reports were developed together and based on analysis of available pandemic and economic data, interviews with statewide economic development leaders across key sectors, and interpretation of available of public and private sector focused federal funding for COVID related economic recovery.

— Facilitated strategic framework process involving agency leadership and key staff to outline opportunities to leverage the findings of the deliverables in #3 towards the creation of specific policies, programs, and other investments to address identified impacts, vulnerabilities, and adaptation needs across the state's economic sectors.

In performing this work, KPMG utilized parallel teams to conduct needs assessments, interview public and private sector stakeholders, and analyze applicable funding rules and related policies. The resulting comprehensive COVID-19 needs and relief assessment and strategic framework for program implementation were completed on time and within the engagement's projected budget. Most important, the receiving agency, the South Carolina Department of Commerce, has used these products in furtherance of initiative implementation and continued COVID-19 response and recovery planning.

**Relevance to the RFQ**

This qualification is directly relevant/similar to the services requested in Category 2 of the RFQ.

| Loudoun County, VA | |
|---|---|
| **Project Sponsor Name and Contact Information:** | |
| **Contact:**<br>**Name:** [redacted]<br>**Title:** [redacted]<br>**Phone:** [redacted] | |
| **Size of client: Medium size county in the state of Virginia with a $3.0 billion budget** | |
| **Contract start date:** July 2020 | **Contract end date:** Present |
| **Description of the work performed**<br>KPMG is supporting Loudoun County in its use of Title V CARES Act Coronavirus Relief Funding (CRF). This engagement includes providing strategic program design counsel, evaluating program proposals for consistency with applicable federal rules, advising on program procedures and tactics for increased efficiency, and reviewing past and ongoing costs and related documentation to support compliance and responsible fund management and accountability. | |
| **Relevance to the RFQ** | |
| This qualification is directly relevant/similar to the services requested in Category 2 of the RFQ. | |

| Colorado Division of Homeland Security and Emergency Management | |
|---|---|
| **Project Sponsor Name and Contact Information:** | |
| **Contact 1:**<br>**Name:** [redacted]<br>**Title:** [redacted]<br>**Phone:** [redacted] | **Contact 2:**<br>**Name:** [redacted]<br>**Title:** [redacted]<br>**Phone:** [redacted] |
| **Size of client: Medium-sized state department with a budget of $52.1 million.** | |
| **Contract start date:**12/05/2019 | **Contract end date:** Current |
| **Description of the work performed**<br>FEMA Public Assistance disaster recovery grant program compliance and financial reconciliations for Colorado sub-recipients. Evaluate program compliance of all funding received via the FEMA Public Assistance program. Perform project closeout financial reconciliation of all recovery grants. Evaluate and recommend reimbursements based on program compliance.<br>— The Carlisle Thompson staff developed the recovery grant closeout requirements and processes currently used.<br>— Provide FEMA Public Assistance grant policy guidance on eligibility and grant compliance.<br>— Work with Colorado communities to find alternate ways to provide supporting documentation to meet the recovery grant requirements<br>— Provide continuous monitoring of disaster closeouts and timeline requirements from FEMA<br>— Tested all related Environmental, Contract, Procurement, and Public Assistance grant program requirements and financial accountability were met | |
| **Relevance to the RFQ** | |
| This qualification is directly relevant/similar to the services requested in Category 2 of the RFQ. | |

| South Carolina Emergency Management Division | |
|---|---|
| **Project Sponsor Name and Contact Information:**<br><br>**Contact:**<br>**Name:** [redacted]<br>**Title:** [redacted]<br>**Phone:** [redacted] | |
| **Size of client: Medium sized public emergency management agency with a $93.0 million budget** | |
| **Contract start date: August 2017** | **Contract end date: July 2020** |
| **Description of the work performed**<br><br>FEMA Public Assistance disaster recovery grant program support. Developed subrecipient "Request for Reimbursement" evaluation and compliance program, with exceptions and risk analysis decision matrix. Developed in-house training program for EMD staff. Provided grant development and applicant outreach program. Support agency with FEMA policy guidance and FEMA Region IV program support. Developed and implemented Public Assistance grant closeout and financial reconciliation process for all recovery grants.<br><br>— The Carlisle Thompson staff developed the recovery grant reimbursement review and closeout requirements process currently used.<br>— Developed and implemented risk analysis and exceptions matrix to facilitate management payment decisions<br>— Provide FEMA Public Assistance grant policy guidance on eligibility and grant compliance.<br>— Work with South Carolina disaster affected communities immediately after disaster to mitigation grant common grant compliance issues<br>— Developed online applicant workshops to address common FEMA PA grant compliance mistakes<br>— Provided continuous monitoring of disaster closeouts and timeline requirements from FEMA<br>— Developed survey and monitoring program to ensure all related Environmental, Contract, Procurement, and Public Assistance program requirements are in compliance with federal regulations | |
| **Relevance to the RFQ** | |
| This qualification is directly relevant/similar to the services requested in Category 2 of the RFQ. | |

| Seminole County, Florida | |
|---|---|
| **Project Sponsor Name and Contact Information:**<br><br>**Contact:**<br>**Name:** [redacted]<br>**Title:** [redacted]<br>**Phone:** [redacted] | |
| **Size of client: Medium size county in the state of Florida with a $840.0 million budget** | |
| **Contract start date: June 2020** | **Contract end date: current** |

**Description of the work performed**

Support all county departments in preparation and response to disasters. Develop education, planning, and emergency functions to capture disaster damage elements that will support the FEMA Public Assistance grants. Prepare all documentation to support the development of disaster grants for FEMA review. Project manage recovery projects budgets, timelines and construction schedules. Provide County with best practices to account for and manage FEMA disaster grants. Provide guidance and management of the FEMA COVID and CARES Act program guidance.

- The Carlisle Thompson staff developed and implemented damage assessment program county wide
- Evaluated and recommended revisions to County policy to ensure FEMA grant compliance
- Provide grant management, and fiscal accountability oversite for all disaster grants
- Implemented "touch once" grant development process
- Developed EOC dashboard for real time tracking of all hot spots during emergency to facilitate resource management
- Provide ongoing support for COVID related grants and expenses reimbursement process
- Support County CARES team as liaison for incorporated City's for COVID and CARES funding questions

**Relevance to the RFQ**

This qualification is directly relevant/similar to the services requested in Category 2 of the RFQ.

| Puerto Rico Department of Housing | |
|---|---|
| **Project Sponsor Name and Contact Information:**<br>**FEMA Sheltering and Temporary Essential Power (STEP)** | |
| **Contact:**<br>**Name:** [redacted]<br>**Title:** [redacted]<br>**Phone:** [redacted] | |
| **Size of client: Medium-sized commonwealth department with a $4.2 billion budget** | |
| **Contract start date: : 01/2019** | **Contract end date: 03/2019** |

**Description of the work performed**

The Tidal Basin team worked with the department of housing to develop a work plan and strategy that started the project up in less than five days. We developed program guidance, applicant outreach, initial inspections, and employee training. They managed the program execution with more than 1,100 in-house and subcontract staff, who reached more than 215,000 residents across Puerto Rico.

At the peak of the Puerto Rico STEP project, they employed and contracted with more than 1,500 people on the island. In a single 72-hour weekend, the recruiting team interviewed and hired more than 700 people from a variety of backgrounds—doctors, lawyers, teachers, hotel managers—people who were out of work and willing to do whatever it took to help rebuild their community. The team of subject matter professionals, some of which speak fluent Spanish, trained and supported the staff throughout the life of the program. They implemented the program within nine months and successfully closed the project out within 15 months.

As part of its outreach resources and coordination, Tidal Basin performed outreach using local media with unified communication messages relaying the overall program and how to apply for repairs. All outreach and communications were developed in English and Spanish to accommodate all residents and applicants. They coordinated with state representatives, the media, and local officials during the outreach phase. The Tidal Basin team conducted outreach and intake to more than 215,000 residents, processed more than 122,000 applicants and repaired 108,000 homes. As part of call center management, the team completed detailed status reports for call centers, disaster recovery centers (DRC), and for outreach programs. The team also coordinated with the FEMA disaster recovery branch director for Puerto Rico providing resources where high volumes of applicants reside. Call centers were staffed with residents, who were often hurricane survivors themselves. They provided information to applicants, while also assisting them with navigating through the eligibility process. The call centers handled hundreds of calls daily, which were all recorded and documented.

As part of the housing program, the team developed and used a proprietary system that processed all functions of the program including intake and eligibility of applicants, housing inspections, contractor billing, agency reviews and audits, and project closeout. The program, designed and used in Spanish and English, was fully auditable in real time by the client, FEMA, and the Office of the Inspector General. The team managed the administration and reporting efforts related to the system that tracked all inspections and construction, call center data input, QA/QC, and registration and eligibility verification of nearly 215,000 program applicants. They set forth procedural protocols necessary for appeals determinations, developed case management and special case solutions, and coordinated with the department's legal and documentation teams, who were responsible for establishing the eligibility and approval processes. In addition, we were also responsible for overseeing documentation integrity and validation efforts required for reimbursement under the program. Their efforts enabled essential repairs to be made to homes across Puerto Rico and surrounding islands. Tidal Basin developed processes, controls, and technologies, reviewed and improved procedures addressing financial management, conducted quality assurance reviews, monitored grant management, and performed financial auditing.

| Puerto Rico Department of Housing |
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| **Relevance to the RFQ** |
| This qualification is directly relevant/similar to the services requested in Categories 1 and 2 of the RFQ. |

| Puerto Rico Electric Power Authority | |
|---|---|
| **Project Sponsor Name and Contact Information:<br>FEMA Public Assistance an Program/Grant Management** | |
| **Contact:<br>Name: [redacted]<br>Title: [redacted]<br>Phone: [redacted]** | |
| **Size of client: Large electric power company owned by the commonwealth of Puerto Rico with a $3.3 operating budget.** | |
| **Contract start date: : 2018** | **Contract end date: Present** |

Tidal Basin Caribe continues to provide services to support PREPA's recovery from Hurricane's Irma and Maria. Their subject matter professionals and technical specialists provide expertise and oversight on all aspects of FEMA's PA program with regards to Grants Management, Project Formulation, Policy Strategy as well as the 404 Hazard Mitigation Grant Program. The staff continues to work closely with PREPA staff and FEMA to ensure maximized reimbursements and flexibility in program application to guarantee the most advantageous use of federal funding to rebuild PREPA's infrastructure and help the people of Puerto Rico recovery from the devastating impacts of both hurricanes.

Tidal Basin delivered the following results for the Puerto Rico Electric Power Authority:

— Assisted with overall Grants Management to include:

- Obtaining and submitting request supporting documentation to FEMA via Grants Portal
- Generating reports from Grants Portal, Emmie and DRS as requested
- Response and submittal of RFIs
- Completion of EEIs (Essential Elements of Information)
- Attending FEMA/COR3 collaboration meetings to provide administrative support including attendance, agenda in collaboration with assigned PM, meeting minutes, action items and follow-through on documentation and information requests by FEMA/COR3

— Managed Project Formulation

- Provide guidance, direction, and assign tasks to SMEs and Technical Specialists
- Strategic planning, prioritization and performance tracking under one cohesive and integrated set of resources
- Developed the Project Formulation process for PREPA's Emergency and Permanent Work projects
- Defined the formulation methodology, format, content and Q/A processes to ensure a responsible delivery
- Provided organization and structure to the collaboration meetings and site inspections essential to FEMA's Section 428 program, streamlining the processes and making them more efficient. To-date, over 100 collaboration meetings and 300 site inspections have taken place under our guidance.

| Puerto Rico Electric Power Authority |
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| - Implemented Eligibility Strategy into Project Formulation to ensure appropriate use of Section 428, BBA, 406 Hazard Mitigation, and the Consensus-Based Codes, Standards and Specifications policy.<br>- Attended and advocated for PREPA during meetings with FEMA executive leadership to ensure appropriate and beneficial guidance is provided to preserve and maximize program eligibility, maximize reimbursements, and expedite review and obligation.<br>- Formulated and submitted 89 close-out ready PW packages which have been obligated for a total of $1.8 billion<br>Tidal Basin developed processes, controls, and technologies, managed project formulation, conducted risk analysis, provided technical knowledge, and monitored all grant management and budget management. |
| **Relevance to the RFQ** |
| This qualification is directly relevant/similar to the services requested in Categories 1 and 2 of the RFQ. |

| Procurement System Training Development & Deployment |
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| **Project Sponsor Name and Contact Information:** |
| **Description of the work performed**<br>The client is the Mayor's office of one of the country's largest cities by GDP and procurement spend, which in some cases, is even larger than some states. The client sought to streamline their highly manual procurement processes across 40 City agencies by implementing a new technology solution called Ivalua, with the objectives of improving and digitizing Vendor Management, Solicitation, Contract Management, Procurement, and related procurement processes. The goals of the implementation included:<br>— Transitioning agency and vendor users from manual, paper-based process to a simplified, online process<br>— Integrating procurement activities into one centralized online portal, thus standardizing disparate agency processes<br>— Streamlining the vendor enrollment review process to reduce contract registration time<br>— Increasing access to business contracting opportunities for vendors, especially small and minority-owned businesses<br>— Reducing the contract award cycle time from several years/months, down to a few weeks<br>— Enrolling 20,000+ vendors across 40+ City agencies within a year |
| **Relevance to the RFQ** |
| This qualification is directly relevant/similar to the services requested in Category 2 of the RFQ. |

## Category 3

| New York City Department of Investigation – Rapid Repairs Program | |
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| **Project Sponsor Name and Contact Information:** | |
| **Contact:**<br>**Name:** [redacted]<br>**Title:** [redacted]<br>**Phone:** [redacted] | |
| **Size of client: Medium sized NYC agency with a budget of approximately $38 million.** | |
| **Contract start date:** November 2012 | **Contract end date:** May 2013 |
| **Description of the work performed**<br>KPMG served as the Integrity Monitor of two construction firms providing post Hurricane Sandy home repairs through the City of New York's $500 million FEMA funded Rapid Repairs Program. KPMG was engaged to help deter acts of fraud, investigate instances of contractor/subcontractor waste and abuse, and provided various analyses around potential contractor overbilling to the City. We utilized Forensic professionals with experience in the construction industry, including licensed engineers, to serve the City in the most efficient and effective way possible. Our professionals uncovered instances of contractor overbilling equating to substantial cost savings for the City of New York. The team's exceptional client services, along with real bottom line results, have led to the City to engage KPMG's assistance with a second phase of residential disaster recovery. | |
| **Relevance to the RFQ** | |
| This qualification is directly relevant/similar to the services requested in Category 3 of the RFQ. | |

| New York City Department of Investigation – Build it Back Program | |
|---|---|
| **Project Sponsor Name and Contact Information:** | |
| **Contact:**<br>**Name:** [redacted]<br>**Title:** [redacted]<br>**Phone:** [redacted] | |
| **Size of client: Medium sized NYC agency with a budget of approximately $38 million.** | |
| **Contract start date:** October 2013 | **Contract end date:** June 2020 |
| **Description of the work performed**<br>KPMG served as Integrity Monitor selected by the NYC Department of Investigation for four construction firms providing post Hurricane Sandy home repairs through the City's $2.2 billion US Housing and Urban Development funded Build It Back Program. The program funds rehabilitation or reconstruction of homes; reimbursement for repair work already carried out; and acquisition of homes. Similar to the Rapid Repairs Program, KPMG was engaged to help deter acts of fraud, investigate instances of contractor/subcontractor waste and abuse, and provide various analyses around potential contractor overbilling to the City. Some of the processes and controls assessed and tested throughout the program included program and project scoping, award determination, project management, quality management, cost management, schedule management, safety, disbursement of funds and project close-out. | |
| **Relevance to the RFQ** | |

| New York City Department of Investigation – Build it Back Program |
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| This qualification is directly relevant to the services requested in Category 3 of the RFQ. |

| Department of Information Technology & Telecommunications (DoITT) – Emergency Communications Transportation Program (ECTP) | |
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| **Project Sponsor Name and Contact Information:** | |
| **Contact:**<br>**Name** [redacted]<br>**Title:** [redacted]<br>**Phone:** [redacted] | |
| **Size of client: Large NYC agency with a budget of approximately $684 million.** | |
| **Contract start date:** January 2015 | **Contract end date:** June 2020 |
| **Description of the work performed** | |
| KPMG performed integrity oversight and monitoring services on the final stages of a major metropolitan city agency's emergency telecommunications program. The scope of the engagement included oversight of both the technology aspects of the program as well as the construction of a new 10-story data center in New York City. KPMG's role included conducting audits of contractors' billings and invoices, performing reviews of proper permitting compliance, and conducting audits and investigations to help ensure proper program governance in connection with the Program's scope and budget. KPMG identified numerous instances of incorrect billing procedures, payroll discrepancies, and improperly substantiated payment requests. To mitigate future risk of these issues, KPMG recommended numerous improvements to budget processes, invoice processes, use of project management tools and contractual language used in the City's agreements with various parties to more clearly communicate expectations. | |
| **Relevance to the RFQ** | |
| This qualification is directly relevant/similar to the services requested in Category 3 of the RFQ. | |

| New Jersey Department of Treasury - Atlantic Highlands Harbor Marina and Piers | |
|---|---|
| **Project Sponsor Name and Contact Information:** | |
| **Contact:**<br>**Name:** [redacted] (Note: no longer in position)<br>**Title:** N/A<br>**Phone:** [redacted] | |
| **Size of client: Large Department within New Jersey with a budget of approximately $2.9 billion.** | |
| **Contract start date:** February 2014 | **Contract end date:** February 2017 |
| **Description of the work performed** | |
| In the aftermath of Super Storm Sandy, KPMG was engaged by the New Jersey Department of Treasury to provide integrity oversight and anti-fraud monitorship for the Atlantic Highlands Harbor Marina and Piers ("Borough"). As part of this review, KPMG performed the following tasks:<br>Task 1: Financial and Administrative Review – KPMG reviewed and evaluated the Borough's financial and administrative functions for the contract. We helped ensure functions adhered to grant/assistance program guidelines, procurement rules, and reporting requirements. Additionally, KPMG verified that | |

**New Jersey Department of Treasury - Atlantic Highlands Harbor Marina and Piers**

the contract was procured in accordance with Federal, State and Local laws, regulations, and ordinances. KPMG also verified that payments were disbursed consistent with applicable directives, and that there were no duplication of benefits, process and payment errors, waste, fraud, abuse, malfeasance or mismanagement of funds.
Task 2: Review of Construction Deliverables – KPMG verified that construction plans, documentation, and permits were in compliance with Federal, State and Local laws, regulations, and ordinances and construction contract deliverables had been provided, within acceptable timeframes. We provided recommendations and strategies to help maximize Federal recoveries, compliance with all laws, and prevention of associated risks through project closeout.
Task 3: Quality Assurance Service – KPMG provided ongoing quality assurance/quality control reviews for the duration of the engagement, which involved helping ensure that remaining payments were disbursed consistent with applicable directives, and helping ensure that there are no duplication of benefits, process and payment errors, waste, fraud, abuse, malfeasance or mismanagement of funds. Additionally, we reviewed remaining construction progress through project closeout to help ensure compliance with contract.

**Relevance to the RFQ**

This qualification is directly relevant/similar to the services requested in Category 3 of the RFQ.

**Middlesex County Utility Authority - Pumping Station Project Monitoring**

**Project Sponsor Name and Contact Information:**

**Contact:**
**Name:** [redacted] Note: no longer in position)
**Title: N/A**
**Phone:** [redacted]

**Size of client: Medium sized Authority in Middlesex County that operates within the county budget of approximately $518 million.**

**Contract start date:** May 2014 | **Contract end date:** June 2020

**Description of the work performed**

KPMG was engaged by the New Jersey Department of Treasury to provide integrity oversight and anti-fraud monitoring of the Middlesex County Utility Authority Pumping Station Projects. As part of this review, KPMG performed the following tasks:

- KPMG reviewed and evaluated Middlesex County's financial and administrative functions for the contract helping ensure for adherence to grant/assistance program guidelines, procurement rules, and reporting requirements. Additionally, KPMG verified that the contract was procured in accordance with all Federal, State and Local laws, regulations, and ordinances. Finally, KPMG verified that payments were disbursed consistently with applicable directives, and that there were no duplication of benefits, process and payment errors, waste, fraud, abuse, malfeasance or mismanagement of funds.
- KPMG verified that construction plans, documentation, and permits were in compliance with all Federal, State and Local laws, regulations, and ordinances. KPMG also assessed that all construction contract deliverables to date had been provided, and within acceptable timeframes. KPMG developed recommendations and strategies to determine high Federal recoveries, compliance with all laws, and prevention of associated risks through project closeout.
- KPMG performed a detailed review of contracts and identified key requirements, terms and conditions. KPMG professionals conducted periodic site visits/inspections, inquiry and financial

| Middlesex County Utility Authority - Pumping Station Project Monitoring |
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| analysis in order to assess contractor compliance with all the terms and conditions of the contracts and agreements with MCUA. Furthermore, KPMG monitored and verified contractor adherence with program guidelines and applicable State and Federal guidelines, regulations and laws; as well as identifying potential duplication of benefits, fraud, waste, or abuse. Areas of specific focus included: grant compliance, contract compliance, payment requisitions, change orders, cash inflows/outflows, travel/meals and entertainment, payroll, subcontractor approvals, licensing and permitting. |
| **Relevance to the RFQ** |
| This qualification is directly relevant/similar to the services requested in Category 3 of the RFQ. |

| New York State Department of Housing – Governor's Office of Storm Recovery | |
|---|---|
| **Project Sponsor Name and Contact Information:**<br>**Contact:**<br>**Name:** [redacted]<br>**Title:** [redacted]<br>**Phone:** [redacted] | |
| **Size of client: Large organization within New York State that manages storm repair efforts with estimated costs of $17 billion.** | |
| **Contract start date:** January 2015 | **Contract end date:** December 2017 |
| **Description of the work performed**<br>KPMG was hired to conduct an independent review into the billings of a specific contractor related to their work performed under the Housing and Urban Development funded Hurricane Sandy programs for New York State. Utilizing data analytics, KPMG's review focused on instances of overbilling, billing irregularities and/or fraudulent billing schemes. Our analysis was utilized by outside and internal counsel to support their position in litigation. The team's analysis and attention to detail led to the State's favorable settlement in the dispute. | |
| **Relevance to the RFQ** | |
| This qualification is directly relevant/similar to the services requested in Category 3 of the RFQ. | |

## Additional experience of bidder

| | |
|---|---|
| Q. | **Bidder should have experience in dealing with federal disaster relief agencies in the aftermath of major catastrophic events.<br>Bidder should demonstrate experience interfacing with state and federal agencies in the administration of a monitoring or oversight program.<br>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.<br>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.** |

As illustrated immediately above and in our response to your RFQ, KPMG has deep and highly relevant experience working with federal disaster relief agencies in the aftermath of major catastrophic events as well as near term CARES Act related experience. We have included an additional set of qualifications below that which further reinforces our qualifications and demonstrates further depth and breadth of our experience:

— **New York City Department of Design and Construction:** In the wake of the 9-11 terrorist attacks on the World Trade Center, KPMG was engaged by the New York City Department of Design and Construction (DDC) to establish internal controls, provide financial oversight, and prevent fraud during the emergency debris removal and disposal operations at the World Trade Center site. KPMG developed internal controls and project-specific policies and procedures to facilitate the review of more than $500 million of construction manager payment requisitions. KPMG also conducted 24-hour field monitoring to verify laborers at work, track the existence and operational status of equipment, verify receipt of material deliveries and monitor the overall progress of the project. To support the review of construction manager payment requisitions and the field monitoring operation, KPMG developed specialized databases to assist in reporting to DDC and other agencies, including FEMA. These databases tracked labor head count, equipment population, and debris tonnage removed from the site. KPMG also verified that payment requisitions and supporting documentation were in accordance with the project contract terms, NYC Comptrollers Directives 6 & 7, and NYS Labor Law 220 and all applicable FEMA guidelines. The OMB utilized KPMG's financial reviews, field monitoring and collected data in support of NYC's applications to FEMA for emergency reimbursement.

— **New York City Department of Education:** KPMG served as the integrity monitor for four school bus companies contracted by the City's Department of Education to provide transportation services to students. In this capacity, KPMG is working with each company to develop a corruption prevention program, code of business ethics, "zero tolerance" policy, and communication and training plan. KPMG also worked with the Department to implement its corruption prevention program and oversee the ongoing monitoring of the companies compliance with the terms of various monitoring agreements.

— **New York County District Attorney and New York State Supreme Court:** KPMG was appointed as an Independent Private Sector General (IPSIG) to monitor a major interior construction company's affairs, books, and records. In this capacity, KPMG oversaw the risk assessment and diagnostic evaluation of internal controls as they related to the subcontractor, vendor, and consultant procurement process. KPMG also supervised the examination of the company's programmatic efforts to manage risks and made recommendations to address weaknesses identified. Based on the recommendations, KPMG worked with the company to revise its policies and procedures and to design and implement a compliance program. In addition, KPMG helped the company design and

implement a vendor prequalification program, including a code of conduct, communication protocols, and training that used electronic databases to perform in depth personal and corporate background checks and develop financial and operating profiles of companies. This included the design of an application to elicit information regarding a vendor's organizational history, key personnel, and business operations. Finally, KPMG conducted an employee benchmarking survey to provide the company with a baseline measure of employee knowledge, perceptions, and behavior with regard to ethical and legal risks in order to measure the effectiveness of the company's compliance program.

— **U.S. District Court (Eastern District of New York):** KPMG was appointed by the U.S. District Court for the Eastern District of New York to serve as the monitor of three painting construction companies to help ensure compliance with the terms of a plea agreement in settlement of criminal and civil actions. The companies and their owners were indicted on charges that they did not make appropriate benefit contributions on behalf of their union employees. As monitor, KPMG was charged with helping to ensure and promote defendants' compliance with terms of the plea agreement, and with determining which union members and benefit funds should be reimbursed from court ordered restitution of $1 million.

— **U.S. District Court (Southern District of New York):** KPMG was retained by the court appointed monitor of several trash haulers, including Suburban Carting. This included a review of the company's books and records to identify possible money laundering activity, payments to government officials or union officials, and payments to organized crime members.

— **New York City School Construction Authority Inspector General:** KPMG was engaged as an IPSIG to monitor a structural engineering firm pursuant to an agreement between the firm and the New York City School Construction Authority, Inspector General ("SCA" and "IG"). KPMG was responsible for the following: examination of the firm's business operations in order to develop and implement a business management and ethics program; audit, examine, and monitor the implementation of the ethics program for compliance in connection with all work performed by the firm; conduct audits and investigations of payments, requisitions, invoices, payroll reports, and other requests for payment by the firm and its subcontractors for completeness and accuracy; review claims and change order requests and any other reports submitted or invoiced by the firm and its subcontractors for completeness and accuracy; and establish and maintain a "hotline" telephone number to facilitate reports of allegations of improper and illegal conduct directly to the KPMG monitorship team.

— **New York City School Construction Authority:** KPMG was engaged by the New York School City School Construction Authority, with a $13 billion five year capital construction plan, to perform its internal audit function. This included a dedicated team of KPMG construction professionals performing an overall assessment of current construction management process. The result of this effort identified and prioritized all of the process functions involved in the life cycle of the capital program. KPMG's specific methodology segregated those processes that possessed the highest exposure for risk, both from a fraudulent and a financial and market impact perspective. The testing and analysis procedures focused on contract compliance, identifying potential construction fraudulent activities, labor law compliance, project control weaknesses, authorization requirements, change management, external reporting verification, and potential damage and claims investigations.

— **Neighborhood Housing Services of South Florida:** KPMG was engaged by Neighborhood Housing Services of South Florida (NHSSF) to perform financial monitoring, internal audit, and other forensic advisory services related to its $90M HUD Neighborhood Stabilization Program grant. NHSSF led a consortium of housing corporations including:

- Opa-Locka Community Development Corporation
- Little Haiti Housing Authority
- Carrfour Supportive Housing
- St. John Community Development Corporation

- The Urban League of Greater Miami

KPMG assisted the consortium with evaluation of policies and procedures related to the construction, development, billing, and preparation of fund requests, supporting documentation, and financial monitoring for the NSP 3 program. KPMG also assisted the Consortium with ad-hoc investigative procedures related to construction costs, real estate transactions, and accounting issues.

— **Harris County, TX/City of Galveston, TX:** Following Hurricane Ike in 2008, both the County of Harris, Texas, and the City of Galveston, Texas, selected Camp, Dresser & McKee, Inc (CDM) as the prime contractor to develop and implement county and city-wide disaster recovery housing programs using HUD CDBG funding. Faced with the potential for fraud, waste and abuse, CDM, Harris County, and the City of Galveston required KPMG's assistance as forensic resources dedicated to anti-fraud, waste and abuse efforts and testing select IT controls.

— **United States Department of Energy:** KPMG provides performance audit services in support of the United States Department of Energy's (DOE's) oversight of ARRA funding and other DOE grants. DOE's principal requirement is to help ensure awardees of funds are capable of complying with the terms and conditions of the financial assistance award or contract. KPMG has deployed multiple teams across the United States to review over 300 entities that received Federal funds. To accomplish these audits, the team must execute the following: review the terms and conditions of the award; review prior internal/external audit reports and other relevant audit history; assess the auditees' overall risk profile to develop or modify existing audit procedures; develop a detailed audit plan and procedures (tailor existing audit procedures, as applicable); perform on-site audit procedures (fieldwork); and complete a draft and final performance audit report summarizing observations and recommendations, total project costs, and questioned costs.

— **State of Rhode Island:** KPMG was engaged by the State of Rhode Island's Office of Economic Recovery and Reinvestment (OERR) to assist in its efforts to establish a PMO. The phases of the project were as follows:

- **Phase One:** KPMG professionals were charged to work with OERR staff members to draft and assemble a program master plan, including a risk management plan, a communication plan, a scheduling plan, and supporting tools and templates as well as a set of individual project plans for the Office's component work streams. KPMG is also drafting a training and transition plan to assist in the migration of PM roles to OERR staff.

- **Phase Two:** KPMG assisted in developing a data quality assurance process to address the state's ARRA Section 1512 reporting requirements: Assisted Office staff with developing and executing a risk assessment methodology to prioritize the state's higher risk agencies/programs, drafting a quality checklist to assist OERR personnel in reviewing prime and sub-recipient sate submissions, and documenting the risk assessment approach and Data Quality Review procedures in the formal policy and procedures document.

# Section 4 - Any other documents included by the Bidder



# Thought leadership

To keep our clients informed about emerging market trends, regulatory and legislative changes, leading practices, and effective approaches, we publish proprietary information on business issues. As part of our tailored service approach, we have made significant investments to provide our clients with ongoing communication of issues affecting their businesses. KPMG also holds regular Webcasts and industry calls to keep clients updated on industry technical issues.

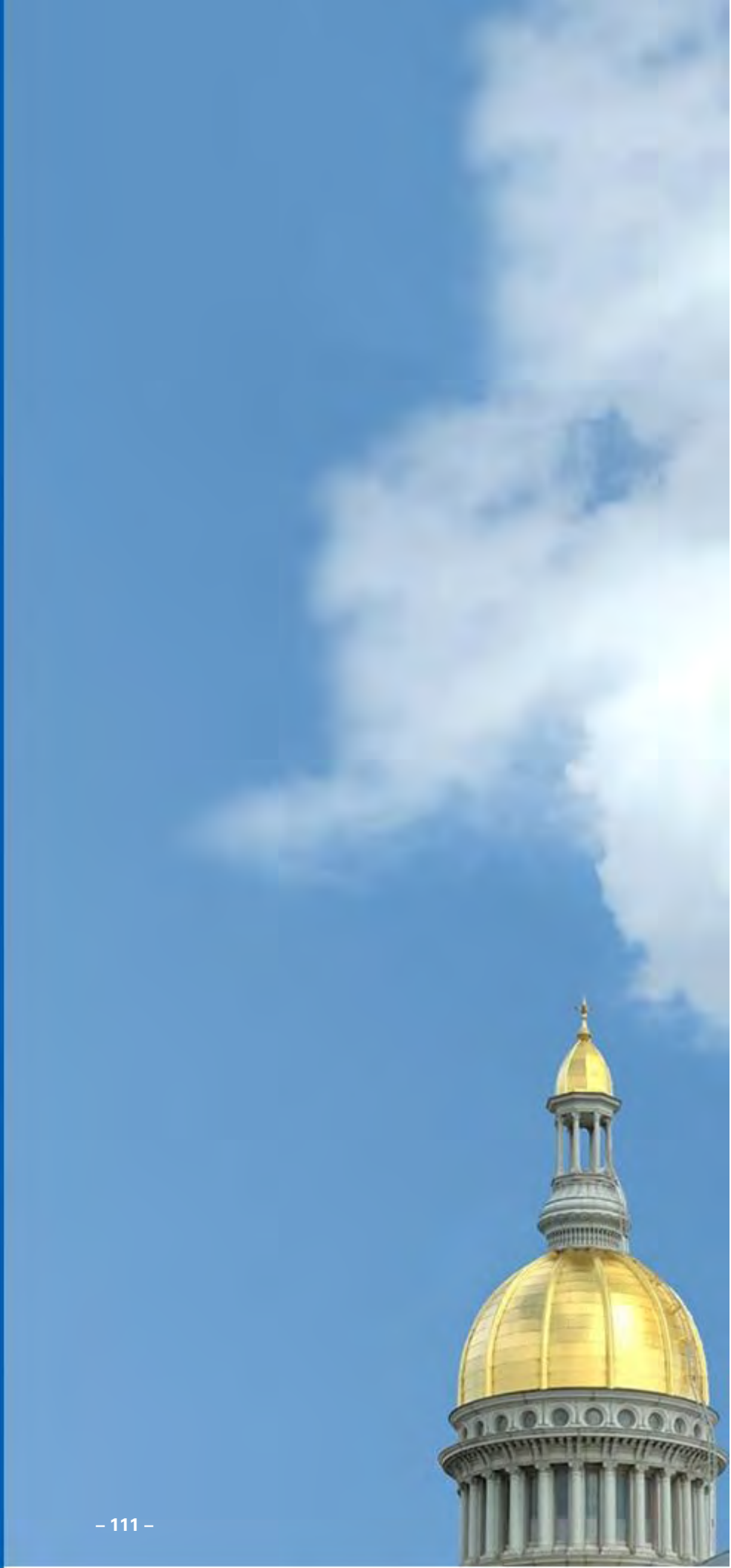
**With the present, pandemic, our thought leadership (including podcasts, panel interviews, etc.) is as important and timely as ever**. Shortly after the pandemic broke, KPMG launched a site dedicated to supporting clients in the areas of accounting, operational, and strategic perspectives. The focus and our perspective relate to *resilience, recovery and the new reality.*

This site can be access via this link COVID-19: Reaction, Resilience, Recovery, New Reality

Your engagement team will provide you with thought leadership as published, and you will also have direct access to industry resources such as the following:

| | | | |
|---|---|---|---|
|  | **A customer first approach during unprecedented times**<br>Treat your customers with empathy and integrity in these uncertain times |  | **Navigating the pandemic. A board lens.**<br>Navigating the uncertainty requires a sharp focus on people, liquidity, operational risks, and contingencies while keeping sight of the bigger picture-strategy, risk, and reliance. |
|  | **Why data governance should be part of your boardroom conversations By Patrick A. Lee** |  | **Capital Structure Solutions in a Disruptive Market**<br>While the potential impact of COVID-19 on supply chains and the global economy has been widely reported, the severity of the impact on companies' operations remains unknown. |
|  | **Concerned about the impact of COVID-19 on your business? Here's how you can be resilient** |  | **Restarting America — Practical Guide for Employers**<br>An adaptable, risk0-based approach to reopening businesses during the COVID-19 pandemic |

# Appendix A: Team résumés



The résumés included below provide a full view of the experiences of our team members. It is that full view that hopefully gives the Treasury a clear understanding of the professionals on the KPMG team. To obtain commentary regarding the individuals designated as key personnel please contact the individuals noted in **Section 3 – Organizational support and experience.** Please note that not all experience abstracts are referenceable due to either the time elapsed since that project or reference prohibitions from that client (certain clients do not, as a matter of policy, provide written or verbal references). In instances where a KPMG team member does not have experience on one of the qualifications noted in the below table, separate references were provided for those individuals. Contract start and end dates have also been included below for the experiences most relevant to the RFQ.

As you review the below, please note that we have not provided comprehensive résumés, but kept them to what is relevant to the requirements of the RFQ.




## Rory Costello, PMP

*Principal, Government Regulatory Compliance*

KPMG LLP
345 Park Avenue
New York, NY 10154

Tel [redacted]
Cell [redacted]


### Function and specialization

Rory has 24 years of financial, accounting and regulatory compliance experience and brings 20+ years of large project management experience.

### Representative clients

- State of New Jersey
- State of New York
- City of New York
- Commonwealth of Massachusetts
- State of Rhode Island
- State of Vermont
- State of New Hampshire
- Commonwealth of Pennsylvania
- State of Mississippi
- State of Florida

### Professional associations

- Member, Project Management Inst tute

### Education, licenses & certifications

- MS degree, SUNY A bany
- BS degree, Kean University
- Certified PMP

**Lead Engagement Partner/Principal/Director**

### Background

Rory is a principal in the KPMG Government Regulatory Compliance practice and serve as that group's National Emergency Management and Disaster Recovery Co-Leader. He has been with KPMG since 1995, joining KPMG as he was working towards my Master of Science in Accounting degree. Rory began his career in the KPMG Audit practice where he served on both the New York State Financial and Single Audits. Rory then moved to the KPMG Advisory practice in 1999. He has extensive federal funding experience as well as state and federal compliance experience (CRF, FEMA, CDBG-DR, ARRA, Medicaid) having served on numerous regulatory compliance engagements including a number of federal single audits. As a certified PMP, Rory brings over 20 years of large project management experience. He has extensive experience interacting at all levels of an organization and is an accomplished facilitator, presenter and trainer. Finally, he is also KPMG's Account Leader for the State of New Jersey and live in Freehold, NJ.

### Professional and industry experience

— Loudoun County (VA)

— City of New York

— Florida Division of Emergency Management

***Loudoun County (VA)***

***Start date: July 2020*** ***End date: In Progress***

**Relevant to RFQ's Categories 1, 2 and 3**

- Assisted client in the coordination and deployment of multiple federal COVID-19 funding sources, including CRF, FEMA Public Assistance (PA), and HUD pandemic funding.
- Consultation included advising on program design, use eligibility and organizational structures to manage and document applied grant monies to address compliance and financial accountability needs.

**Reference information:**

***Name :*** **CARES Act Assistance**

***Contact person:*** [redacted] ***Phone:*** [redacted]

***Address:*** [redacted]

***City of New York***

***Start date: Fall 2017*** ***End date: Spring 2018***

**Relevant to RFQ's Category 1**

— Provided assistance related to City's internal processes and associated controls for programs funded under the CDBG-DR.

— Assisted the City as it oversaw agencies' development of processes and internal controls to satisfy the compliance requirements, performing cost reasonableness analysis, as required by HUD and third-party invoice quality control.

**Reference information:**

***Name:*** **Federal Disaster Policies and Procedure Assistance**

***Contact person:*** [redacted] ***Phone:*** [redacted]

***Address:*** [redacted]

***Florida Division of Emergency Management, FEMA Public Assistance Grants Management***

***Start date:*** April 2018 ***End date:*** Current

**Relevant to RFQ's Category 1 & 2**

— Delivery Principal for comprehensive grants management for the Florida Division of Emergency Management (FDEM) for Hurricane Irma. KPMG conducts QA/QC reviews prior to obligation of funds and 100% validation of costs reported in project worksheets submitted for cost reimbursement under FEMA's Public Assistance grant program for Region 7 in Florida, including Monroe County where Hurricane Irma first made landfall. For this project KPMG developed tools to document project worksheet reviews, incorporated business intelligence tool dashboards for reporting project status. Of the $1.9 billion of FEMA PA funding obligated to date for Irma under DR-4337, she has overseen the administration and delivery of over 120 resources that have validated over $443 million of payments initiated to a variety subrecipients including hospitals, Private Non-profits, local governments, and more.

— Delivery Principal for comprehensive grants management for the Florida Division of Emergency Management (FDEM) for Hurricane Michael. KPMG conducts QA/QC reviews prior to obligation of funds and 100% validation of costs reported in project worksheets submitted for cost reimbursement under FEMA's Public Assistance grant program for over 100 applicants throughout Bay County, Florida, including Mexico Beach that was ground zero for the storm. For this project KPMG developed tools to document project worksheet reviews, incorporated business intelligence tool dashboards for reporting project status. Of the $665 million of FEMA PA funding obligated to date for Michael under DR-4339, she has overseen the administration and delivery of over 50 resources that have validated

over $280 million of payments initiated to a variety subrecipients including hospitals, Private Non-profits, local governments, and more.

— Delivery Principal for comprehensive grants management for the Florida Division of Emergency Management (FDEM) for Florida's legacy storm, including Hurricanes Matthew and Hermine. KPMG conducts QA/QC reviews prior to obligation of funds and 100% validation of costs reported in project worksheets submitted for cost reimbursement under FEMA's Public Assistance grant program for applicants throughout the eastern Florida, including region 5, where Hurricane Matthew caused large damage. For this project KPMG developed tools to document project worksheet reviews, incorporated business intelligence tool dashboards for reporting project status. KPMG was tasked with reviewing over 3,500 submissions from subrecipients seeking reimbursement in excess of $1.4 billion to a variety subrecipients including hospitals, Private Non-profits, local governments, and more.

**Reference information:**

***Name:*** N/A Contact left employ of DEM

***Contact person:*** ***Phone:***

***Address:***

### Technical skills

— Microsoft office, SAP Financials, PeopleSoft HR

### Publications and speaking engagements

— Road To Reality – Interagency Coordination during Crises

— CARES Act Higher Education Webcast

— CARES Act California Association of State Counties Webcast

— Author or co-Author of multiple disaster funding and CARES Act white papers

### Other activities

— Board Member ChooseNJ




## May Boucherak

*Managing Director*

KPMG LLP
345 Park Avenue
New York, NY 10154

Tel [redacted]
Fax [redacted]
Cell [redacted]


### Function and specialization

May is a managing director in the New York office. She specializes in compliance reviews, ident fying and revising business processes and providing project management services to complex projects.

### Representative clients

- The State of New York
- NYC EDC
- The C ty of New York

### Professional associations

- Member, Project management Institute
- Member, Inst tute of Internal Auditors
- Member, Association of Government Accountants

### Education, licenses & certifications

- MBA degree, Bentley University, MA
- MS degree, Rouen Business School, France

**Partner/Principal/Director**

### Background

May is a managing director in the New York office. She has more than 10 years of experience in providing regulatory compliance and internal audit services to state and local governments and serves our most prominent northeast governments clients including the State of New York. May has been focusing her work on disaster recovery services following Hurricane Sandy and is now performance compliance reviews for a large FEMA grantee.

### Professional and industry experience

Some of May's recent engagement experience includes:

***Disaster Recovery Services- Audit/Quality Assurance***

- Serves as delivery manager for the Florida Division of Emergency Management to support with disaster recovery services for Hurricane IRMA. Scope includes Monroe, Miami-Dade, Broward, and Palm Beach counties. Tasks include project worksheet approval, evaluation of sub recipient performance, processing request for reimbursement, compliance reviews of sub recipients, and formal project close-out.
- Managed a quality assurance services engagement related to a CDBG-DR funded Small Business Loan and Grant program with the City of New York Small Business Services Agency. As part of this project, May led a team responsible for review of eligibility of applicants, documentation of application and follow-up with third parties.
- Was recently engaged by the City of New York Office of Management and Budget to perform a follow-up audit of CDBG, FEMA and DHS funded programs under the supervision of the Internal Audit Unit of OMB.

***Disaster Recovery Services – Program implementation***

- Served as engagement manager to assist the City of New York Economic Development Corporation with planning, design and development of a program management office (PMO) related to a HUD CDBG- DR Business Resiliency Investment Program for Businesses and help ensure compliance with all applicable federal, state and local requirements.

***New York City Office of Management and Budget***

**Relevant to RFQ's Category 2**

***Start date:*** January 2014 ***End date:*** Present

- KPMG was engaged by the City of New York to provide assistance related to its internal processes and associated controls for programs funded under the CDBG-DR. The scope of work involved assisting

the City as it oversees agencies' development of processes and internal controls to satisfy the compliance requirements, performing cost reasonableness analysis, as required by HUD and third party invoice quality control. May was responsible for the overall engagement and coordinated the review of City agencies responsible for CDBG-DR programs.

- Identified risk and controls across focus areas, which include allowable costs, equipment and purchases, procurement, reporting, sub-recipient monitoring, etc. and building a risk assessment.
- Reviewed policies and procedures, change orders, progress payments, project tracking mechanisms, and monitoring and compliance activities to assess internal controls and provide recommendations.

**Reference information:**

***Name:*** New York City Office of Management and Budget

***Contact person:*** [redacted] ***Phone:*** [redacted]

***Address:*** [redacted]




## Rakan Nassereddin

*Manager*

KPMG LLP
345 Park Avenue
New York, NY 10154

Tel [redacted]
Cell [redacted]


**Function and specialization**
Member of the Forensic Network specializing in state and local government clients.

**Representative clients**

- New York City Department of Health and Mental Hygiene
- New York City Mayor's Office of Management and Budget
- New York City Mayor's Office of Contract Services
- State of Florida Department of Emergency Management

**Education, licenses & certifications**

- BS degree, Georgia Institute of Technology

## Program Manager – Project Management Office

### Background

Rakan is a Manager in the Forensics Network with experience in disaster recovery, health and human services, and regulatory compliance. He has served as Team Lead for multiple engagements and was responsible for planning and delivery of multi-faceted government advisory projects. Rakan currently serve as the subject matter advisor (SMA) for the Risk Consulting (RC) State and Local Government. Team for matters related to indirect cost allocation and cost reimbursement in compliance with federal guidance at 2 CFR Part 200. His professional experience has been focused on providing risk advisory services such as regulatory compliance, indirect cost allocation, current state risk assessments, policies and procedures development, and policies and procedures review.

### Professional and industry experience

- Rakan serves as the Quality Control (QC) Lead for a team of 10 individuals serving the State of Florida Department of Emergency Management (DEM). The Team is validating millions of dollars of reimbursement claims submitted to DEM by recipients of federal funds to confirm compliance with federal regulations. He is performing quality control reviews, leading team meetings, assigning and tracking reviews, and training all new team members.
- Rakan serves as the Engagement Manager for a team of over 10 individuals serving the City of New York Department of Health and Mental Hygiene with a healthcare billing improvement and standardization engagement. As part of the engagement, the project team is conducting a current state assessment of DOHMH's billing processes and technology, benchmarking these against applicable rules and regulations for Article 28 and 36 services. In addition to the assessment, the project team is providing ongoing technical support to DOHMH to respond to additional requests from DOHMH related to Article 28 billing processes.
- Rakan supported the design and development of an implementation plan for the dissemination of the City of New York Health and Human Services (HHS) Cost Policies and Procedures Manual (the Manual). The implementation plan provided the New York City Mayor's Office of Management and Budget (OMB) with tasks and activities for implementing the Manual; these tasks and activities were related to business processes, regulatory compliance, technology, communication, training, and ongoing monitoring and oversight.
- He served as Team Lead and SMA for the development of the Manual, which increased consistency and introduced uniformity to the indirect cost calculation and cost reimbursement processes for both New York HHS agencies and contracted HHS nonprofit providers. The Manual includes consistent guidelines related to cost definitions, cost treatment, and indirect cost rate calculation.

— Rakan served as Team Lead for a gap assessment between federal indirect cost principles as promulgated in 2 CFR Part 200 and New York City's indirect cost policy for HHS agencies. The Team reviewed HHS agencies' indirect cost policies and procedures and benchmarked against 2 CFR Part 200. The Team also reviewed nonprofit documentation related to indirect and direct costs and compared to eligibility criteria for reimbursement. KPMG calculated simplified allocation method (SAM) indirect cost rates for select nonprofits to develop an understanding of the current indirect cost landscape for the nonprofits. The Team provided observations and recommendations related to indirect cost processes, gaps, and opportunities for improvement.

— He served as Team Lead in the development of federally-compliant indirect cost allocation plans and indirect cost rates for over 25 New York City agencies. The Team engaged over 25 agencies and interviewed personnel to understand agency indirect cost centers, funding sources, and available cost drivers. The engagement included training agency staff on maintaining and updating cost allocation plans in subsequent years and provided OMB with tools to develop indirect cost rates for State and Federal grant reporting and cost claiming. Additionally, the Team developed an extensive policies and procedures manual to help the City maintain processes in subsequent years and to facilitate the knowledge transfer.

### *State of Florida Division of Emergency Management*

***Start date:*** June 2019 ***End date:*** Ongoing

**Relevant to RFQ's Category 2**

— Evaluated the activities of FEMA PA applicants as outlined in project worksheets to help ensure compliance with FEMA PA rules and regulations

— Provided technical guidance and insights to FEMA PA applicants to help substantiate claimed costs on project worksheets to ultimately align project worksheets with federal rules and regulations

***Name:*** [redacted]

***Contact person:*** [redacted] ***Phone:*** [redacted]

***Address:*** [redacted]

### *City of New York Department of Health and Mental Hygiene*

***Start date:*** January 2020 ***End date:*** Ongoing

**Relevant to RFQ's Category 2**

— Reviewed billing policies, procedures, and processes to benchmark against federal (Medicaid and Medicare) rules and regulations

— Developed a future state model based on organizational capacity and customer needs

**Reference information:**

***Name:*** [redacted]

***Contact person:*** [redacted] ***Phone:*** [redacted]

***Address:*** [redacted]

### *City of New York Mayor's Office of Management and Budget*

***Start date:*** November 2015 ***End date:*** February 2019

**Relevant to RFQ's Category 2**

- Developed federally-compliant indirect cost allocation plans as well as federally-compliant policies and procedures for future development of indirect cost allocation plans
- Provided federally-compliant templates for future fiscal year indirect cost allocations plans to be developed by the client
- Reviewed and analyzed over $100B in fiscal year expenditures to develop indirect cost allocation plans

**Reference information:**

***Name:*** [redacted]

***Contact person:*** [redacted] ***Phone:*** [redacted]

***Address:*** [redacted]




## Geoffrey Plante PMP, CPA

*Partner*

KPMG LLP
515 Broadway
Albany, NY 12207

Tel [redacted]


### Function and specialization

Geoff leads the KPMG Finance Transformation practice for State and Local Government and has extensive experience assisting clients to develop and enhance financial business processes.

### Representative clients

- State of New York
- State of New Jersey
- Commonwealth of Pennsylvania
- State of Florida
- C ty of New York
- Rutgers University
- Washington Metropolitan Area Transit Agency

### Professional associations

- Member, American Inst tute of Certified Public Accountants
- Member, Association of Government Accountants
- Member, Project Management Inst tute
- Board Member – Regional Food Bank of Northeastern NY
- Board Member, Building on Love
- Former President, Ronald McDonald House of A bany

### Education, licenses & certifications

- BBA degree, accounting from Siena College
- Licensed CPA—New York
- Certified PMP

**Partner/Principal/Director**

### Background

Geoff is a partner in the KPMG Advisory practice, focusing on State and Local Government clients with an emphasis on Finance Transformation. He has more than 29 years of experience serving public sector clients, and has a thorough understanding of their financials processes, required internal controls, and requirements for Federal compliance. Earlier in his career, Geoff was an auditor and has extensive experience with Single Audits and grant compliance.

### Professional and industry experience

- New York Health and Hospitals Corporation
- New York State Education Department
- New York State Office of Mental Health

#### *New York Health and Hospitals Corporation*

***Start date:*** January 2020 ***End date:*** Present

**Relevant to RFQ's Category 1**

- Assisting client to assess readiness to implement and comply with a new accounting standard, GASB 87
- Assessed current state business processes and identified gaps
- Developed recommendations for improvement and a Roadmap that identified requirements for People, Process, and Technology

**Reference information:**

***Name :*** New York Health and Hospitals Corporation
***Contact person:*** [redacted] ***Phone:*** [redacted]
***Address:*** f[redacted]

#### *New York State Education Department*

***Start date:*** 11/2018 ***End date:*** Present

**Relevant to RFQ's Category 1**

- Assisted the client to provide oversight for the implementation of a new case management system to manage the ACCES-VR program in accordance with Federal requirements.
- Assessed risks and issues for the project and provided reports to agency leadership including recommendations for improvement and mitigation of risks
- Assisted client to implement improved project management and oversight practices

**Reference information:**

***Name:*** New York State Education Department

***Contact person:*** [redacted] ***Phone:*** [redacted]

***Address:*** [redacted]

***New York State Office of Mental Health***

***Start date:*** 8/17 ***End date:*** 11/19

**Relevant to RFQ's Category 1**

- Documented and assessed all of the current state business processes related to Medicaid billing
- Developed a Target Operating Model for future state Medicaid billing operations, including improvements to how the Federal government is billed and how systems are maintained to increase reimbursements
- Assisted the client to identify and acquire a new technology solution that will improve all Medicaid billing processes and increase Federal reimbursement

**Reference information:**

***Name:*** New York State Office of Mental Health

***Contact person:*** [redacted] ***Phone:*** [redacted]

***Address:*** [redacted]

**Technical skills**

- Microsoft office. SAP Financials, PeopleSoft HR

**Publications and speaking engagements**

- National Association of State Comptrollers, Journey to the Cloud
- National Association of State Auditors, Comptrollers, and Treasurers, Using Data Analytics to Improve Operations
- Government Technology, The Road to New Reality series
- New York State Forum on Information Technology, Transforming Your Backoffice Systems

**Other activities**

- KPMG Culture Champion
- KPMG Partner Sponsor for Diversity and Inclusion Recruiting and Hire initiative in the Consulting Line of Business




## Julie K. Barrientos, CPA

*Director*

KPMG LLP
Aon Center
200 E. Randolph Dr. Ste 5500
Chicago, IL 60601-6436

Tel [redacted]
Fax [redacted]
Cell [redacted]


### Function and specialization

Julie is a director in the KPMG Chicago office, specializing in business process improvement and federal compliance for state and local governments.

### Representative clients

- [redacted]
- Washington Metropolitan Area Transit Authority
- State of New York
- New York Health and Hospitals
- Rutgers University

### Professional associations

- Member, American Inst tute of Certified Public Accountants
- Chair – IL Society of Certified Public Accountants State and Local Government Executive Comm ttee

### Education, licenses & certifications

- BSBA degree, accounting – The Univers ty of Nebraska at Omaha
- Licensed CPA—Illinois and Nebraska

## Program Manager

### Background

Julie is a director in the KPMG Advisory practice, focusing on State and Local Government clients with an emphasis on Finance Transformation. She has more than 29 years of experience serving public sector clients, and have a thorough understanding of their financials processes, required internal controls, and requirements for Federal compliance. Prior to her transition to advisory, Julie spent 18 years in the KPMG State and Local Government Audit practice, and has extensive experience with Single Audits and grant compliance.

### Professional and industry experience

- Washington Metropolitan Area Transit Authority
- [redacted]
- New York Health and Hospitals Corporation

***Washington Metropolitan Area Transit Authority***

***Start date:*** May, 2015 ***End date:*** Present

**Relevant to RFQ's Category 1**

- Provides subject matter support for the administration of grants in accordance with Federal requirements, including programs awarded under the CARES Act.
- Assists in conducting risk assessments, identifying root causes for errors, and implementing business process improvements, most specifically in grants and financial reporting processes to help resolve financial reporting findings associated with the financial and federal compliance audits.
- Assists to develop variance analysis and reconciliation procedures for general ledger accounts

**Reference information:**

***Name:*** Washington Metropolitan Area Transit Authority
***Contact person:*** [redacted] ***Phone:*** [redacted]
***Email Address:*** [redacted]

[redacted]

***Start date:*** December, 2019 ***End date:*** August 2020

**Relevant to RFQ's Category 1**

Augmented [redacted] staff and assisted in performing the following procedures:

— Provided grants accounting reconciliation and augmented [redacted] staff. Developed a process to align monthly on-top entries for cost reimbursement grants from the Controller's office to the detail grant ledgers, and reconciled the accounts receivable amounts. Constructed a standard operating procedure for the accounting for a balance sheet reconciliation for sponsored awards; and developed reconciliation training to be used to onboard and train the new personnel being added to improve internal controls. Developed a series of monitoring reports with coordinated SOP's for analysis of the report type.

**Reference information:**

***Contact person:*** [redacted], ***Phone:*** [redacted]-2258

***Email Address:*** [redacted]

***New York Health and Hospitals Corporation***

***Start date:*** January 2020 ***End date:*** Present

**Relevant to RFQ's Category 1**

— Assisting client to assess readiness to implement and comply with a new accounting standard, GASB 87

— Assessed current state business processes and identified gaps

— Developed recommendations for improvement and a Roadmap that identified requirements for People, Process, and Technology

**Reference information:**

***Name :*** New York Health and Hospitals Corporation

***Contact person:*** [redacted] ***Phone:*** [redacted]

***Address:*** [redacted]

**Technical skills**

— Federal grant compliance

— Implementation of Government Accounting Standards Board Statements

— Business process improvement

**Publications and speaking engagements**

— National Association of State Comptrollers, GASB 87 Implementation Issues

— National Association of State Auditors, Comptrollers, and Treasurers, Hot Topics – GASB 87

***Other* activities**

— Chair – Illinois Society of CPA Government Executive Committee

— Member – American Institute of Certified Public Accountants




## Matt Berry

*Director*

KPMG LLP
303 Peachtree Street NE
Suite 2000
Atlanta, GA 30308

Tel [redacted]
Cell [redacted]


### Representative clients

- Georgia Department of Labor
- Louisville-Southern Indiana Ohio River Bridges
- Metropol tan Atlanta Rapid Transit Author ty
- New York State Department of Transportation
- Riverside County, CA
- State Road and Tollway Authority
- Tampa Bay Area Regional Transportation Authority
- State of Tennessee
- University of Texas at Austin
- Virginia Department of Transportation

### Professional associations

- Project Management Institute
- Society for Human Resources Management

### Education, licenses & certifications

- Master of Public Administration degree, University of Georgia
- BA degree, pol tical science, Univers ty of Georgia
- Certified PMP

## Project Manager

### Background

Matt helps public sector organizations solve business challenges with insight, integrity, and rigor to accelerate their future success and transformation. His experience assisting clients includes reviewing organizational effectiveness, workforce recruiting strategies, and supporting account reconciliations.

### Professional and industry experience

***Metropolitan Atlanta Rapid Transit Authority (MARTA)***

***Start date:*** 2011 ***End date:*** 2014

**Relevant to RFQ's Category 1**

— KPMG provided a combination of operational audits and strategic transformation services to assess and improve MARTA's overall organizational, operational and financial effectiveness. As part of these services, Matt led the cost analysis related to potentially outsourcing multiple functions across the authority, including human resources, payroll, information technology, and Mobility paratransit services. Our efforts resulted in the identification of over $50 million in annual cost-saving opportunities. KPMG was retained to assist in the implementation phase. Matt served as the project lead in support of the MARTA Transformation Initiative, a Program Management Office that oversees implementation of each initiative. Support activities included assistance in procurement development and alternative sourcing strategies.

**Reference information:**

***Contact person:*** [redacted] ***Phone:*** [redacted]

***Address:*** [redacted]

***Virginia Department of Transportation (VDOT)***

***Start date:*** 2017 ***End date:*** 2017

**Relevant to RFQ's Category 1**

— KPMG conducted an assessment to gain insight into the effectiveness, impact, and integration of its current workforce development programs into VDOT's strategy mission and outcomes. As engagement manager, Matt led the KPMG assessment of current VDOT initiatives within VDOT's established workforce development framework, including branding, recruiting, retention, and training and development. KPMG identified gaps in VDOT's workforce development framework and developed a strategic plan consisting over 75 opportunities to help enable VDOT to prioritize next steps to address identified gaps and enhancements to VDOT's

workforce development framework. KPMG provided actionable plans (both short- and long-term) for each initiative in the strategic plan to VDOT to support addressing gaps and fully implementing each initiative, which will include recommended resources budget considerations and realistic timelines for deliverables.

**Reference information:**

***Contact person:*** [redacted] ***Phone:*** [redacted]

***Address:*** [redacted]

### *Louisville-Southern Indiana Ohio River Bridges (LSIORB)*

***Start date:*** 2019 ***End date:*** 2020

**Relevant to RFQ's Category 1**

— KPMG presently provides financial toll advisory and oversight services to the LSIORB board involving the State of Indiana and the Commonwealth of Kentucky. The project is a bi-state construction, reconstruction, rehabilitation and toll implementation project to address transportation needs in a metropolitan region. Matt currently serve as engagement manger overseeing the following advisory services to the LSIORB board, which includes reconciling transactions generated by the toll collection system, tracing such transactions through their life cycle, and identifying any instances in which transactions are lost. KPMG independently reconciles transactions using a KPMG-created pro-forma chart of accounts and verifies against the TSP's accounting records.




## Anthony Monaco

*Partner*

KPMG LLP
345 Park Avenue
New York, NY 10154

Tel [redacted]
Cell [redacted]


### Function and specialization

Anthony is a partner in the Government Advisory Practice, working exclusively with government, higher education and non-prof t organizations

### Representative clients

- City of New York
- State of Florida
- State of New Jersey
- State of New York
- State of Texas

### Professional associations

- Member, American Institute of Certified Public Accountants
- Member, Association of Government Accountants
- Member, Association of Public Administrators and Association of Government Accountants
- Member, Health Care Compliance Association
- Member, Inst tute of Internal Auditors
- Member, National Association of Medicaid Program Integr ty
- Member, New York and New Jersey Society of Cert fied Public Accountants
- Member, Project Management Inst tute

### Education, licenses & certifications

- BS degree, St. Francis College
- Associated in Applied Science, College of Staten Island
- Licensed CPA

**Partner/Principal/Director**

### Background

Anthony Monaco is the National Lead Partner of KPMG's Government Risk Advisory Services practice. He has more than 30 years of experience in providing both audit and advisory services to state and local, authorities, higher education institutions, and not-for-profit organizations. In his role he has lead responsibility for the Emergency Management and Disaster Recovery; Program Integrity; Fraud, Waste and Abuse; Data Analytics; and Regulatory Compliance services delivered to our Government clients.

### Professional and industry experience

***Florida Division of Emergency Management, FEMA Public Assistance Grants Management***

***Start date:*** April 2018 ***End date:*** Current

**Relevant to RFQ's Category 1 & 2**

- Lead Engagement Partner for comprehensive grants management for the Florida Division of Emergency Management (FDEM) for Hurricane Irma. KPMG conducts QA/QC reviews prior to obligation of funds and 100% validation of costs reported in project worksheets submitted for cost reimbursement under FEMA's Public Assistance grant program for Region 7 in Florida, including Monroe County where Hurricane Irma first made landfall. For this project KPMG developed tools to document project worksheet reviews, incorporated business intelligence tool dashboards for reporting project status. Of the $1.9 billion of FEMA PA funding obligated to date for Irma under DR-4337, she has overseen the administration and delivery of over 120 resources that have validated over $443 million of payments initiated to a variety subrecipients including hospitals, Private Non-profits, local governments, and more.
- Lead Engagement Partner for comprehensive grants management for the Florida Division of Emergency Management (FDEM) for Hurricane Michael. KPMG conducts QA/QC reviews prior to obligation of funds and 100% validation of costs reported in project worksheets submitted for cost reimbursement under FEMA's Public Assistance grant program for over 100 applicants throughout Bay County, Florida, including Mexico Beach that was ground zero for the storm. For this project KPMG developed tools to document project worksheet reviews, incorporated business intelligence tool dashboards for reporting project status. Of the $665 million of FEMA PA funding obligated to date for Michael under DR-4339, she has overseen the administration and delivery of over 50 resources that have validated over $280 million of payments initiated to a variety subrecipients including hospitals, Private Non-profits, local governments, and more
- Lead Engagement Partner for comprehensive grants management for the Florida Division of Emergency Management (FDEM) for Florida's

legacy storm, including Hurricanes Matthew and Hermine. KPMG conducts QA/QC reviews prior to obligation of funds and 100% validation of costs reported in project worksheets submitted for cost reimbursement under FEMA's Public Assistance grant program for applicants throughout the eastern Florida, including region 5, where Hurricane Matthew caused large damage. For this project KPMG developed tools to document project worksheet reviews, incorporated business intelligence tool dashboards for reporting project status. KPMG was tasked with reviewing over 3,500 submissions from subrecipients seeking reimbursement in excess of $1.4 billion to a variety subrecipients including hospitals, Private Non-profits, local governments, and more.

**Reference information:**

***Name:*** FDEM

***Contact person:*** [redacted] ***Phone:*** [redacted]

***Address:*** [redacted]

***Email Address:*** [redacted]

### *Florida Department of Transportation (FDOT)*

***Start date:*** September 2019 ***End date:*** Current

**Relevant to RFQ's Category 2**

— Lead Engagement Partner for comprehensive grants management for the Florida Department of Transportation (FDOT). KPMG is engaged to perform comprehensive FEMA public assistance grants management services beginning with project formulation and assisting through project closeout. The vast majority of work performed as a result of the declared disasters relates to emergency work for Hurricane Irma and Hurricane Michael with costs totaling approximately $75 million and approximately $625 million, respectively. KPMG coordinates with 3rd party vendors and the FDOT District representatives to gather, compile, review, and verify that work performed and expenses incurred as a result of the disasters appear to be appropriately supported and documented in accordance with rules and regulations outlined within Florida Statues, 44 CFR, and 2 CFR as allowed by the Robert T. Stafford Disaster Relief and Emergency Assistance Act. In doing so, KPMG utilizes conversion software that converts sources documents in to usable data sets and validates the accuracy and validity of the data

**Reference information:**

***Name:*** FDOT

***Contact person:*** [redacted] ***Phone:*** [redacted]

***Address:*** [redacted]

***State of South Carolina Department of Commerce - COVID-19 Economic Impact Assessment & Federal Funding Gap Analysis***

***Start date:*** April 2020 ***End date:*** Current

**Relevant to RFQ's Category 2**

— Lead Engagement Partner assisting the State of South Carolina's Department of Commerce with assessing the vulnerability of the state's business sectors to social and economic risks from COVID-19 and to recommend governance and logistical and funding aid strategies for mitigation of those impacts. KPMG's assistance is key component of South Carolina's overall AccelerateSC reopening and revitalization plan for its communities.

**Reference information:**

***Name:*** State of South Carolina Department of Commerce

***Contact person:*** [redacted] ***Phone:*** [redacted]

***Address:*** [redacted]

***New York State Department of Health – Health Care Reform Act (HCRA)***

***Start date:*** July 2002 ***End date:*** Current

**Relevant to RFQ's Category 1 & 2**

— Currently serves as the engagement partner on the New York State Department of Health Care Reform Act (HCRA) compliance reviews. In this capacity, Anthony oversees the audit teams as they conduct the reviews of various payors within New York State. He provides daily oversight of the staff, coordination of the many reviews being conducted simultaneously, contact with the Department regarding the reviews and the representatives from each entity, and review of all work product concerning the reviews. Currently the team is reviewing approximately 30 payors and providers.

**Reference information:**

***Name:*** New York State Department of Health

***Contact person:*** [redacted] ***Phone:*** [redacted]

***Address:*** [redacted]

***Email Address:*** [redacted]

### Technical skills

CompuMax, Microsoft Office. Access. Idea. KPMG Ktrace

### Publications and speaking engagements

***Publications***

— High-performing State Medicaid Integrity Programs: Putting it all Together in 'The Final.

— Mile Meaningful Use – Impact to States, Eligible Providers and Professionals

— Medicaid Disproportionate Share Hospital – the Proposed Rule

— Improving Internal Control and Governance

— Public Sector – Will Sarbanes-Oxley Fit?

— Budget Maturity Model for State and Local Governments

***Speaking Engagements***

— Disproportionate Share Hospital – Lessons Learned

— Cost Reports – Lessons Learned and Program Integrity within CMS

— Enterprise Risk Management in the Public Sector

— Continuous Auditing and Continuous Monitoring in the Public and Private Sectors

— SOX and Internal Controls over Financial Reporting in the Public Sector

— Optimizing Costs and Increasing Revenues during Turbulent Times

— Implementing Governmental Accounting Standards Board (GASB) Statements No. 34, Basic Financial Statements and Management's Discussion and Analysis and No. 35, Basic Financial Statements and Management Discussion Analysis for Public Colleges and Universities

### Other Activities

— Executive Board Member, Marlboro Baseball, Inc.

— Board Member, Baseball Travel Club

— Committee Member, Town Recreational Improvement Committee




## Matt Unnasch

*Director*

KPMG LLP
345 Park Avenue
New York, NY 10154-0102

Tel [redacted]
Cell: [redacted]


### Function and Specialization

Matt is a Director in the Risk Consulting Practice specializing in Internal Audit, Risk and Compliance Services.

### Representative Clients

- C ty of New York
- State of New York
- State of Florida

### Languages

- English
- Mandarin Chinese

### Education, Licenses & Certifications

- Bachelor of Arts w th Honors, w th a concentration in Economics and Finance, Boston College, Ma

## Program Manager

### Background

Matt is a Director in the New York City Office and a member of the KPMG Northeast Advisory Services practice. He assists management teams of state and local governments navigate complex regulatory environments to achieve efficiency and compliance with federal regulations.

His professional experience includes comprehensive grants management, development and long-term management of stakeholder outreach programs, providing technical support, project management office functions, compliance reviews and fiscal monitoring of federal and state grant programs, program development and evaluation of controls, policies, and procedures, risk assessments, financial reporting, performance audits, business process assessments, and investigations.

### Professional and industry experience

New York City Office of Management and Budget

Florida Division of Emergency Management

New York State Department of Health

***New York City Office of Management and Budget***

***Start date:*** January 2014 ***End date:*** Present

**Relevant to RFQ's Category 2**

- Performed a risk assessment of OMB's monitoring of the Community Development Block Grant Disaster Recovery grants, Community Development Block Grant National Disaster Resilience grants, Federal Emergency Management Agency grants, and Department of Homeland Security grants.
- Identified risk and controls across focus areas, which include allowable costs, equipment and purchases, procurement, reporting, sub-recipient monitoring, etc. and building a risk assessment.
- Reviewed policies and procedures, change orders, progress payments, project tracking mechanisms, and monitoring and compliance activities to assess internal controls and provide recommendations.
- Assisted in the review of the client's policies and procedures related to the CDBG-DR programs to identify gaps within the documents and develop action plans to help ensure that all compliance requirements were incorporated in the documents.
- Provided assistance related to the development of internal compliance processes for programs funded by CDBG-DR.

**Reference information:**

***Name:*** New York City Office of Management and Budget

***Contact person:*** [redacted] ***Phone:*** [redacted]

***Address:*** [redacted]

### *Florida Division of Emergency Management*

***Start date:*** February 2019 ***End date:*** Present

**Relevant to RFQ's Category 2**

- Serves as lead delivery manager to provide disaster recovery grant management services for Hurricanes Matthew, Hermine, and other legacy storms. KPMG conducts QA/QC reviews prior to obligation of funds and 100% validation of costs reported in project worksheets submitted for cost reimbursement under FEMA's Public Assistance grant program for applicants throughout the eastern Florida, including region 5, where Hurricane Matthew caused large damage. The scope includes reviewing over 3,500 sub-recipient submissions seeking reimbursement in excess of $1.4 billion.
- Tasks include project worksheet approval, evaluation of sub-recipient performance, processing requests for reimbursement, compliance reviews of sub-recipients, and formal project close-out.

### *New York State Department of Health*

***Start date:*** October 2015 ***End date:*** Present

**Relevant to RFQ's Category 2**

- Performs multiple concurrent HCRA compliance reviews of entities in the payor (e.g. insurance) and provider (e.g. hospital) community, which entailed reviewing the accuracy of payments made to the NYS DOH under the HCRA legislation.
- Managed the compliance review process with regards to the planning, organization, and completion of fieldwork, maintenance of work papers, creation of key deliverables, and communication of review progress with the NYS DOH and auditees.
- Served as the quality control for the HCRA project team, which consisted of performing independent, tertiary reviews of critical high risk audit processes and assisting with technical matters on the engagement.

**Reference information:**

***Name:*** New York State Department of Health

***Contact person:*** [redacted] ***Phone:*** [redacted]

***Address:*** [redacted]

**Technical skills**

Microsoft Office, FEMA Grants Portal, IDEA Data Analysis Software




## Derek Zielinski, MBA, PMP

*Manager*

KPMG LLP
515 Broadway
A bany, NY 12207

Cell [redacted]


**Function and specialization**

Derek is a Manager in the Risk Consulting Practice specializing in Project Management, Risk and Compliance Services.

**Representative clients**

- New York State Department of Health
- Loudoun County, Virginia

**Education, licenses & certifications**

- MBA, State University of New York at Albany
- BS double major in Finance and Management Information Systems, Le Moyne College
- Project Management Professional

## Project Manager

### Background

Derek is a certified Project Management Professional in the KPMG Northeast Advisory Services practice with more than six years of experience in leading regulatory compliance engagements for State and Local governments. He has served as the lead project manager for multiple engagements to support state governments in their subrecipient monitoring efforts.

### Professional and industry experience

New York State Department of Health

Loudoun County, Virginia

***New York State Department of Health***

***Start date:*** August 2014 ***End date:*** Present

**Relevant to RFQ's Category 2**

- Served as the lead of the Project Management Office for multiple engagements. Derek's responsibilities included coordinating and overseeing day-to-day tasks for the project teams, leading internal and client-facing status meetings, managing project financials and the project timeline, developing and presenting internal and external trainings on compliance topics, monitoring compliance with contracting agreements, and preparing final deliverables.
- Executed several performance audits of New York State healthcare providers related to a number of compliance programs including Medicaid Disproportionate Share Hospital (DSH) Payments, Medicaid Cost Report audits, and compliance with the New York State Health Care Reform Act (HCRA).
- Responsibilities included analyzing related policies to develop audit procedures, obtaining and reviewing documentation, evaluating the validity of data presented performing sampling procedures and test work, and performing outreach with the auditees in order to enhance overall compliance.
- Developed extensive enabling technology including data analytics, intelligent automation as well as the use of a web enabled survey and questionnaire tool to complete the engagements.

**Reference information:**

***Name:*** New York State Department of Health

***Contact person:*** [redacted] ***Phone:*** [redacted]

***Address:*** [redacted]

***Loudoun County, Virginia Department of Finance and Budget***

***Start date:*** July 2020 ***End date:*** Present

**Relevant to RFQ's Category 2**

— Providing consultation and compliance assistance to Loudoun County, VA in the deployment of COVID-19 Funding. Specifically, outlining strategies to help ensure grant management process address both compliance needs and financial accountability needs.

**Reference information:**

***Name :*** Loudoun County, Virginia
Office of Finance & Budget

***Contact person:*** [redacted] ***Phone:*** [redacted]

***Address:*** [redacted]

**Technical skills**

Microsoft Suite, IDEA




## Thomas F. Stanton

*Managing Director*

KPMG LLP
345 Park Avenue
New York, NY 10154

Tel [redacted]
Fax [redacted]
Cell [redacted]


### Function and specialization

Thomas specializes in fraud and misconduct investigations, fraud risk management, and compliance and monitoring advisory services in the private, public and not-for-profit sectors

### Representative clients

- New York City Department of Investigation
- State of New York Governor's Office of Storm Recovery
- State of New Jersey Department of the Treasury
- Loudoun County, Virginia
- State of Georgia

### Professional associations

- Associate member, National Association of Certified Fraud Examiners

### Education, licenses & certifications

- BBA Degree, Siena College

**Partner/Principal/Director**

### Background

Thomas, has more than 20 years of experience providing disaster recovery compliance and monitoring services, including serving as the integrity monitor for the City and State of New York, State of New Jersey and State of Alabama. Since March 2020, he has been helping states and local governments design and administer pandemic responses and recovery programs to use and disburse CARES Act, CRF, Stimulus, and FEMA funding. He specializes in regulatory compliance reviews, investigations and provides fraud risk management advisory services to multinational public corporations, as well as public service and not-for-profit organizations.

### Professional and industry experience

- New York City Department of Investigation
- State of New York Governor's Office of Storm Recovery
- State of New Jersey Department of the Treasury
- Loudoun County, Virginia Department of Finance and Budget
- State of Georgia Office of Planning and Budget

### *New York City Department of Investigation*

***Start date:*** November 2013 ***End date:*** June 2020

**Relevant to RFQ's Category 3**

- Served as an Integrity Monitor for New York City's FEMA funded $500 million Rapid Repairs Program and HUD CDBG-DR funded $2.2 billion Build-It-Back Program. Led a team who conducted reviews to help ensure contractor's compliance with terms and conditions of the contracts and agreements they entered into with the City, FEMA and HUD. Reviews included: procurement; eligibility; Stafford Act, Section 3; MWBE; Davis Bacon; and 2 CFR 200 requirements. In addition, monitored program activities and contracts to help deter acts of fraud, investigated instances of contractor/subcontractor waste and abuse, and provided various analyses around potential contractor overbilling to the City.
- Served as an Integrity Monitor for New York City's Emergency Communications Transformation Program (ECTP). Led a team to conduct audits of contractors' billings and invoices, performing reviews of proper permitting compliance, and conducting audits and investigations to help ensure proper program governance in connection with the Program's scope and budget. KPMG identified numerous instances of incorrect billing procedures, payroll discrepancies, and improperly substantiated payment requests. To mitigate future risk of these issues, KPMG recommended numerous improvements to budget processes, invoice processes, use of project management tools and contractual language used in the City's agreements with various parties to more clearly communicate expectations

**Reference information:**

***Name :*** New York City Department of Investigation

***Contact person:*** [redacted] ***Phone:*** [redacted]

***Address:*** [redacted]

### *State of New York Governor's Office of Storm Recovery ("GOSR")*

***Start date:*** January 2016 ***End date:*** June 2018

**Relevant to RFQ's Category 3**

- Served as an Integrity Monitor for GOSR and conducted an independent review into the billings of a specific contractor related to their work performed under the Housing and Urban Development funded Hurricane Sandy programs for New York State. Utilizing data analytics, identified instances of overbilling, billing irregularities and/or fraudulent billing schemes. Our analysis was utilized by outside and internal counsel to support their position in litigation. The team's analysis and attention to detail led to the State's favorable settlement in the dispute

**Reference information:**

***Name :*** State of New York Governor's Office of Storm Recovery

***Contact person:*** [redacted] ***Phone:*** [redacted]

***Address:*** [redacted]

### *State of New Jersey Department of the Treasury*

***Start date:*** January 2014 ***End date:*** June 2016

**Relevant to RFQ's Category 3**

- In the aftermath of Super Storm Sandy, Served as an Integrity Monitor for the New Jersey Department of Treasury to provide integrity oversight and anti-fraud monitorship for the Atlantic Highlands Harbor Marina and Piers ("Borough"). As part of this monitorship led a team who performed the following tasks:
  - Task 1: Financial and Administrative Review – reviewed and evaluated the Borough's financial and administrative functions for the contract. We helped ensure functions adhered to grant/assistance program guidelines, procurement rules, and reporting requirements. Additionally, KPMG verified that the contract was procured in accordance with Federal, State and Local laws, regulations, and ordinances. KPMG also verified that payments were disbursed consistent with applicable directives, and that there were no duplication of benefits, process and payment errors, waste, fraud, abuse, malfeasance or mismanagement of funds.

- Task 2: Review of Construction Deliverables – verified that construction plans, documentation, and permits were in compliance with Federal, State and Local laws, regulations, and ordinances and construction contract deliverables had been provided, within acceptable timeframes. We provided recommendations and strategies to help maximize Federal recoveries, compliance with all laws, and prevention of associated risks through project closeout.
- Task 3: Quality Assurance Service – provided ongoing quality assurance/quality control reviews for the duration of the engagement, which involved helping ensure that remaining payments were disbursed consistent with applicable directives, and helping ensure that there are no duplication of benefits, process and payment errors, waste, fraud, abuse, malfeasance or mismanagement of funds. Additionally, we reviewed remaining construction progress through project closeout to help ensure compliance with contract.

**Reference information:**

***Name :*** State of New Jersey
Department of the Treasury

***Contact person:*** [redacted] ***Phone:***
(No longer in position)

***Address:***

***Loudoun County, Virginia Department of Finance and Budget***

***Start date:*** July 2020 ***End date:*** Present

- Providing consultation and compliance assistance to Loudoun County, VA in the deployment of COVID-19 Funding. Specifically, outlining strategies to help ensure grant management process address both compliance needs and financial accountability needs.

**Reference information:**

***Name :*** Loudoun County, Virginia
Office of Finance & Budget

***Contact person:*** [redacted] ***Phone:*** [redacted]

***Address:*** [redacted]

***State of Georgia Office of Planning and Budget***

***Start date:*** May 2020 ***End date:*** Present

**Relevant to RFQ's Category 3**

- Assisting the State of Georgia, in building a grant management solution which is being configured based on the State's needs. Specifically, leveraging knowledge of the CARES Act, and grant management programs, to advise Georgia on how to approach, execute and monitor

compliance with such programs, as well as translate the intricacies of the CARES Act eligibility and compliance requirements into business rules that can be incorporated into a grants management solution.

**Reference information:**

***Name :*** State of Georgia, Office of Planning & Budget

***Contact person:*** [redacted] ***Phone:*** [redacted]

***Address:*** [redacted]

### Technical skills

— Microsoft office. SAP Financials, PeopleSoft HR, SQL, ACL, ARIS Connect

### Publications and speaking engagements

— NYS AGA Presentation – COVID-19 Federal Funding Monitoring & Oversight

— MBA Live RMQA Breakout Session - Fraud Prevention: Establishing a Risk Culture

— "*Paycheck Protection Program – Legal and Compliance Issues Now and Later.*"

— "Disaster Recovery Monitoring – Fighting fraud, waste and abuse when a disaster strikes"




## Michael P. Doyle

*Director*

KPMG LLP
345 Park Avenue
New York, New York 10019

Tel [redacted]
Fax
Cell


### Function and specialization

Michael is a Director in the Forensic practice specializing in investigations of suspected fraud and incorporating data analytics into investigation to identify potential fraudulent activity.

### Professional associations

- American Institute of Certified Public Accountants
- New York State Society of Certified Public Accountants
- Association of Cert fied Fraud Examiners

### Education, licenses & certifications

- B.S. in Accounting from Queens College
- Certified Public Account licensed in New York State
- Certified Fraud Examiner
- Certified in Financial Forensics

## Program Manager

### Background

Michael is a Director in the KPMG Forensic practice with more than 18 years of accounting and investigative experience. Michael is a Certified Public Accountant, Certified Fraud Examiner, and Certified in Financial Forensics. Prior to joining KPMG, Michael worked in public accounting providing tax and financial services to clients.

### Professional and industry experience

Michael has substantial experience managing and coordinating investigation and data analytical engagements across several industries. Michael specializes in investigations of suspected fraud, accounting irregularities, and misconduct, including fraudulent financial reporting, misappropriation of assets, and violations of laws and regulations. Michael incorporates KPMG's data analytical methodology into investigations which include the use of many rules-based and behavioral based algorithms to uncover potential fraud indicators, hidden or masked relationships, and control weaknesses across disparate data sets.

### *Client #1 – Privileged & Confidential Engagement*

***Start date:*** 2010 ***End date:*** 2016

**Relevant to RFQ's Category 3**

- Michael managed a team to investigate a major utility company where an employee was accused with receiving kickbacks from a contractor in exchange for a larger portion of the work. Lead the investigation to trace the payments from the contractor to the employee. In addition, reviewed the contracts with contractor to confirm proper billing.

**Reference information:**

***Name:*** Privileged & Confidential
***Contact person:*** ***Phone:***
***Address:***

### *Client #2 – Privileged & Confidential Engagement*

***Start date:*** 2015 ***End date:*** 2017

**Relevant to RFQ's Category 3**

- Supervised a fraud risk management engagement for a major consulting firm to identify transactions to be included in the company's internal audit's sample selection. Conducted testing of 100% of the data set and created routines in Microsoft SQL Server using rules-based and behavioral based algorithms to identify potential fraudulent transactions

**Reference information:**

***Name:*** Privileged & Confidential

***Contact person:*** ***Phone:***

***Address:***

***Client #3 – Privileged & Confidential Engagement***

***Start date:*** 2019 ***End date:*** 2020

**Relevant to RFQ's Category 3**

— Michael conducted a procurement fraud risk assessment for a utility company. The purpose of the review was to help ensure procurement personnel we following the companies policies and procedures.

**Reference information:**

***Name:*** Privileged & Confidential

***Contact person:*** ***Phone:***

***Address:***

**Technical skills**

— SQL, Microsoft Office Suite, Idea and Microsoft Access

**Publications and speaking engagements**

Adjunct professor, John Jay College




## Elyssa Vincent

*Senior Associate*

KPMG LLP
345 Park Avenue
New York, New York 10154

Tel [redacted]


**Function and specialization**

Elyssa is a Senior Associate in the Forensic practice specializing in investigations to potentially identify fraudulent activity, disaster response, and insurance claim recovery.

**Professional associations**

— Member, Association of Cert fied Fraud Examiners

**Education, licenses & certifications**

— BS degree, accounting, Suffolk University
— Certified Fraud Examiner

**Supervisory/Senior Consultant**

### Background

Elyssa is a Senior Associate in KPMG's Forensic practice and is a Certified Forensic Accountant. Elyssa assists clients with a wide range of forensic advisory services including investigations, risk assessments, and disaster/incident response.

### Professional and industry experience

***Client #1 – Privileged & Confidential Engagement***

***Start date:*** 2020 ***End date:*** Current

**Relevant to RFQ's Category 3**

— Assist a local government review, assess and determine whether incurred expenses are potentially eligible for fund recovery under the CARES Act or FEMA.

**Reference information:**

***Name:*** Privileged & Confidential
***Contact person:*** ***Phone:***
***Address:***

***Client #2 – Privileged & Confidential Engagement***

***Start date:*** 2018 ***End date:*** 2020

**Relevant to RFQ's Category 3**

— Assisted legal counsel representing a large financial institution with over $2.5 billion USD in assets, to investigate an allegation of asset misappropriation, misconduct and inappropriate compensation to a senior executive. Elyssa led a team of 10 staff to perform data analytic procedure, review of accounting documentation, ultimately leading to the submission of insurance claims to recover losses of at least $12 million related to numerous schemes and employee misconduct.

**Reference information:**

***Name:*** Privileged & Confidential
***Contact person:*** ***Phone:***
***Address:***

***Client #3 – Privileged & Confidential Engagement***

***Start date:*** 2016 ***End date:*** 2017

**Relevant to RFQ's Category 3**

— Assisted a Fortune 500 Utility company in its investigation of potential fraudulent activities in concert with a third party service provider; reviewed and analyzed payment and invoice requests to determine its validity; other work streams experience included claims processing, document review investigation, customer dispute liaison, and insurance recovery; Assisted client in-house counsel to compile and prepare documentation review legal assessment dossiers.

**Reference information:**

***Name:*** Privileged & Confidential

***Contact person:*** ***Phone:***

***Address:***

**Technical skills**

Microsoft Suite, Idea




## Matt Nixon, PMP

*Manager*

KPMG LLP
Suite 1900
111 Congress Avenue
Austin, TX 78701

Tel [redacted]
Cell [redacted]


### Function and Specialization

Matt is a member of the Financial Management Advisory practice specializing in State and Local Government.

### Representative Clients

- Texas Department of Transportation, Toll Operations Division
- Georgia State Road and Tollway Authority
- North Carolina Department of Transportation
- City of Austin
- Purdue University
- State of Nebraska
- Riverside County, CA
- State of Georgia
- Charlotte County, FL Utilities
- DeKalb County, GA Utilities
- DeKalb County School District
- Eastern Band of Cherokee Indians

### Education, Licenses & Certifications

- BA degree, Ursinus College
- Certified Project Management Professional

## Program Manager

### Background

Matt helps public sector organizations solve business challenges with insight, integrity, and rigor to accelerate their future success and transformation. His experience includes assisting clients includes technology implementations, reviewing organizational effectiveness, public sector costing and compliance, and supporting financial process reconciliations.

### Professional and industry experience

***Austin Energy (City of Austin, TX)***

***Start date:*** 2018 ***End date:*** 2018

**Relevant to RFQ's Category 1**

KPMG provided a cost allocation model assessment of the Customer Care and Billing Cost Allocation Model. The assessment focused on understanding current customer care and billing processes and costs as well as services provided to other City of Austin utility departments. Recommendations looked to help Austin Energy better allocate and recover costs associated with the customer call center and customer account management and to align cost allocation with state and federal compliance guidelines.

***State of Texas, Department of Transportation***

***Start date:*** 2018 ***End date:*** Present

**Relevant to RFQ's Category 1**

KPMG is providing financial and operational advisory support services for a large state tolling organization as they replace the back office system used to support the collection, accounting, billing, customer service and reporting of tolls and toll revenue across the state. KPMG helped the state prepare for on-boarding of the back office system integrator by documenting current state activities, developing user stories and assessing potential software capabilities. The project is currently in the design phase and KPMG's role includes supporting business and design workshops, requirements gathering and validation, analysis and financial reporting and business process support. Following the design phase of the project, KPMG will support the state with the back office system's development, testing and implementation.

**Reference information:**

***Contact person:*** [redacted] ***Phone:*** [redacted]

***Address:*** [redacted]

***North Carolina Department of Transportation***

***Start date:*** 2014 ***End date:*** 2014

**Relevant to RFQ's Category 1**

KPMG provided an assessment of NCDOT's indirect cost reporting and allocation methodologies as they pertained to operational needs for highway maintenance activities. Project activities included analysis of current cost allocation and reporting processes, benchmarking with peer state DOTs, and recommendation of strategic next steps to realize the full cost of highway maintenance activities, including defining future state needs for operational and financial reporting processes to help ensure accurate activity based costing in the future.

***Georgia State Road and Tollway Authority (SRTA)***

***Start date:*** 2015 ***End date:*** 2015

**Relevant to RFQ's Category 1**

KPMG provided assessment of SRTA's indirect cost allocation methodologies as they pertained to project management and grant recovery. Project activities included an analysis of current cost allocation procedures, benchmarking, and recommendation of strategic next steps to help realize full project costs. Following the assessment, KPMG completed a full cost allocation plan to determine the allocation of indirect costs for the development of overhead rates to help maximize recovery of costs, both direct and indirect.

***State of Georgia, Workforce Division***

***Start date:*** 2013 ***End date:*** 2015

**Relevant to RFQ's Category 1**

— KPMG assisted WFD with transition and monitoring of a $90 million Workforce Investment Act (WIA) grant. KPMG supported WFD in developing processes and controls to manage and administer the WIA grant. KPMG services include financial and programmatic preparation, including design and deployment of programmatic and financial monitoring tools, schedules, training WFD staff to perform monitoring. KPMG is currently providing ongoing advisory services to assist WFD transition from WIA to WIOA.

***Public Sector Cost Allocation***

***Start date:*** 2012 ***End date:*** Present

**Relevant to RFQ's Category 1**

Assisted multiple local governments with the preparation of Full Cost and OMB Circular A-87 central service cost allocation plans. Studies entailed the allocation of indirect costs for the development of overhead rates,

the development of a Full Cost and CFR 200 allocation plans, and the assessment of direct cost charges to help maximize recovery of costs, both direct and indirect. Representative Clients include: Highlands County Florida, Manatee County Florida, Osceola County Florida, Bay County Florida, Monroe County Florida and City of Orlando.




## Rebecca Sutton

*Manager*

KPMG LLP
303 Peachtree Street NE
Suite 2000
Atlanta, GA 30308

Tel [redacted]
Cell [redacted]


### Function and specialization

Rebecca is a member of the Finance Transformation Advisory Services practice specializing in State and Local Government.

### Representative clients

- Austin Energy
- City of Atlanta
- City of Austin
- City of New Orleans
- Kentucky Transportation Cabinet
- Manatee County, Florida
- State of Georgia
- [redacted]
- U S. Department of Energy
- Virginia Department of Transportation

### Education, licenses & certifications

- BS degree, accounting, Florida State Univers ty
- Master's degree, accounting, Florida State University

**Project Manager**

### Background

Rebecca is a Manager in the KPMG Finance Transformation Advisory Services practice with more than eight years of business transformation experience. She helps public sector organizations solve complex, financial challenges and helps ensure long-term, positive impact on business operations.

### Professional and industry experience

Rebecca has substantial experience leading and coordinating engagements of all sizes. She has served in many roles, e.g., project manager/finance lead, with responsibility for planning, budgeting, execution, and delivery of both functional and technical functional areas, including finance and accounting, grant management, business process improvement and operations efficiency, financial oversight, risk and compliance, organizational structure, and change management.

***Louisville-Southern Indiana Ohio River Bridges (LSIORB)***

***Start date:*** 2014 ***End date:*** 2019

**Relevant to RFQ's Category 1**

- Provided financial toll advisory and oversight services to the LSIORB board involving the State of Indiana and the Commonwealth of Kentucky. The project was a bi-state construction, reconstruction, rehabilitation and toll implementation project to address transportation needs in a metropolitan region, and the body of work consisted of two phases.
- *Phase 1* – supported the LSIORB board's selection of a toll system provider during the request for proposal process and has been involved in helping the LSIORB board assess the financial capacity of potential toll system providers. Provided financial advice to the LSIORB Board regarding accounting functions and controls during the toll system provider's (TSP) implementation of an electronic toll collection system for the project.
- *Phase 2* – provided the following advisory services to the LSIORB Board:
  - Reconciled transactions generated by the toll collection system, tracing such transactions through their life cycle, and identifying any instances in which transactions were lost. KPMG independently reconciled transactions using a KPMG-created pro-forma chart of accounts and verified against the TSP's accounting records;
  - Provided advice regarding the design of the financial processes to help monitor that the toll collection system is fair, transparent, auditable, and accurate and assisted as requested with the writing of business rules for the toll collection system;

- Helped monitor that the correct amounts were transferred from the toll collection system to the custodian procured by the LSIORB board and from the custodian to the states' trustees;
- Prepared twice-monthly internal reports to the LSIORB board on the flow of funds managed by the toll operator;
- Maintained an accounting of toll transactions, as well as tolls payable and tolls receivable tracking activity and balances; and
- Provided monthly reporting of toll revenues, tolls receivable and tolls payable.

***Start date:*** 2019 ***End date:*** 2020

**Relevant to RFQ's Category 1**

— Reviewed and reconciled revenue and expense imbalances and accounts receivable balances for cost reimbursable, fixed fee, and prepaid grants. Developed a set of standard operating procedures for the reconciliation of cost reimbursable and fixed fee grants based on Workday Financials. The reconciliation procedures included the use of Workday generated exception reports to identify grants with errors and step-by-step procedures to reconcile revenue and accounts receivable ledger accounts. Developed reconciliation training to be used to onboard and train the new personnel being added to improve internal controls, including Student Financial Aid grants and processes.

### *Austin Energy*

***Start date:*** 2018 ***End date:*** 2019

**Relevant to RFQ's Category 1**

— Assessed four of the Utility's departmental budgets and budgeting processes utilizing Zero Based Budgeting (ZBB) techniques and tools. Project objectives were aimed at identifying areas for potential cost reduction and operational enhancements. Key project tasks included a detailed review and analysis of departmental budget data at the line item level, staffing analysis for each department, and conducting a series of validation workshops with key department personnel to validate our current state understanding, budget analysis leveraging data and analytics, and cost drivers. At project conclusion, nearly $11 million in potential savings was identified across the four departments through these exercises and identified 13 key issues and recommendations to assist the Utility improve the overall efficiency and effectiveness of its operational and capital budgeting processes.

### *U.S. Department of Energy (DOE)*

***Start date:*** 2015 ***End date:*** 2018

**Relevant to RFQ's Category 1**

— Conducted a series of performance audits of entities awarded grants from the DOE under the American Recovery and Reinvestment Act. The performance audits were performed in accordance with Government Auditing Standards issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. The scope of the audits included:

- *Fringe Benefit Rates* – reviewed elements of proposed fringe benefit rates for allowability, allocability and reasonableness in accordance with 2 CFR 225, Cost Principles for State, Local and Indian Tribal Governments; 2 CFR 230, Cost Principles for Non-Profit Organizations; or Federal Acquisition Regulation (FAR) Part 31, Contract Cost Principles and Procedures.
- *Indirect Cost Rates* – reviewed the elements of proposed indirect cost rates for allowability, allocability, and reasonableness in accordance with 2 CFR 225, 2 CFR 230, or FAR 31.
- *Project Cost Verfication* – determined the accuracy, allowability, allocability and reasonableness of reported total project costs incurred related to the DOE Award, as distinguished from forecasted costs. The audits were conducted in accordance with 2 CFR 225, 2 CFR 230, or FAR 31.

**Technical skills**

Microsoft Office Suite; JIRA; Oracle Cloud; Hyperion; PeopleSoft; Workday; Power BI; Tableau; SAFe Agile




## Sabir Aissi

*Senior Associate*

KPMG LLP
1801 K Street NW
Washington, DC 20006

Tel [redacted]
Cell [redacted]


**Education, licenses & certifications**

— BS degree, Financial Economics, UMBC
— Bloomberg Cert fied

**Supervisory/Senior Consultant**

### Background

As a senior advisory associate in the KPMG Washington D.C. office, Sabir focuses on financial management for state and local government clients. Prior to joining the firm in January of 2020, Sabir had five years of experience in financial analysis and accounting, where he developed skills in process improvement, variance analysis, risk mitigation, and change management.

### Professional and industry experience

— Conducted quantitative analysis of Fortune 500 company's financial data using complex modeling techniques to forecast net interest margin, identify future trends, and assess risk associated with capital expenditures, acquisitions, and joint-venture projects for leading student-loan servicer.

— Pioneered successful transition of portfolio accounting department from MD to PA by hiring, onboarding, and training team of 30+ associates.

— Developed and presented month-end-close reports, quarterly forecasts, and annual strategy plans to internal executive leadership.

— Identified, executed, and oversaw department-wide process improvement initiatives via Excel VBA automation and operational enhancements, leading to direct annual cost-savings >$100K.

***Washington Metropolitan Area Transit Authority***

***Start date:*** ***01/12/2020*** ***End date:*** ***09/18/2020***

**Relevant to RFQ's Category 1**

— Developed new variance analysis process and led staff-wide training sessions for FY20 implementation

— Supported year-end audit process by reviewing and approving account reconciliations prior to delivery to auditors

— Analyzed >200 procurement and land contracts to determine whether new GASB-87 accounting standards applied

**Reference information:**

***Contact person:*** [redacted] ***Phone:*** ([redacted]

***Address:*** [redacted]

[redacted]

***Start date:*** ***04/20/2020*** ***End date:*** ***07/09/2020***

**Relevant to RFQ's Category 1**

— Developed cash flow models to forecast 12-month financials under multiple revenue scenarios

— Improved upon existing financial models to breakdown expense forecasting on departmental level

**Technical skills**

— Proficient with Microsoft Office Suite

**Other activities**

— Eagle Scout (2011)

— Volunteer, Elizabeth House Soup Kitchen (2000 - Present)

— Citizenships: United States, Switzerland, Algeria




## Ryan Meyer

*Senior Associate*

KPMG LLP
303 Peachtree Street, Su te 2000
Atlanta, GA 30308

Tel [redacted]


### Function and Specialization

Ryan is a member of the Financial Transformation Advisory practice specializing in State and Local Government.

### Representative Clients

- [redacted]
- University of Texas at San Antonio
- Kentucky Transportation Cabinet
- Georgia State Road and Tollway Authority
- Metropol tan Atlanta Rapid Transit Author ty
- Atlanta Housing Authority
- City of Austin

### Education, Licenses & Certifications

- MPA degree, University of Georgia
- BA degree, pol tical science, The Univers ty of Texas - Austin

**Supervisory/Senior Consultant**

### Background

Ryan help's public sector organizations solve business challenges with insight, integrity, and rigor to accelerate their future success and transformation. His experience includes assisting clients includes compliance and performance audits, organizational reviews and assessments, business process improvement, financial reconciliations, cost allocation, risk identification, and benchmarking.

### Professional and industry experience

[redacted]

***Start date:*** 2019 ***End date:*** 2020

**Relevant to RFQ's Category 1**

KPMG provided grants accounting reconciliation and augmented [redacted] staff. KPMG developed a process to align monthly on-top entries for cost reimbursement grants from the Controller's office to the detail grant ledgers and reconciled the accounts receivable amounts. KPMG constructed a standard operating procedure for the accounting for a balance sheet reconciliation for sponsored awards; and developed reconciliation training to be used to onboard and train the new personnel being added to improve internal controls. KPMG reviewed and developed a series of monitoring reports with coordinated SOP's for analysis of the report type.

**Reference information:**

***Contact person:*** [redacted] ***Phone:*** [redacted]

***Kentucky Transportation Cabinet***

***Start date:*** 2018 ***End date:*** Present

**Relevant to RFQ's Category 1**

KPMG presently provides financial toll advisory and oversight services to the LSIORB board involving the State of Indiana and the Commonwealth of Kentucky. The project is a bi-state construction, reconstruction, rehabilitation and toll implementation project to address transportation needs in a metropolitan region. Ryan current serves as engagement manger overseeing the following advisory services to the LSIORB board, which includes reconciling transactions generated by the toll collection system, tracing such transactions through their life cycle, and identifying any instances in which transactions are lost. KPMG independently reconciles transactions using a KPMG-created pro-forma chart of accounts and verifies against the TSP's accounting records.

***Austin Energy (City of Austin, TX)***

***Start date:*** 2018 ***End date:*** 2018

**Relevant to RFQ's Category 1**

KPMG provided a cost allocation model assessment of the Customer Care and Billing Cost Allocation Model. The assessment focused on understanding current customer care and billing processes and costs as well as services provided to other City of Austin utility departments. Recommendations looked to help Austin Energy better allocate and recover costs associated with the customer call center and customer account management and to align cost allocation with state and federal compliance guidelines.

***Public Sector Cost Allocation***

***Start date:*** 2012 ***End date:*** Present

**Relevant to RFQ's Category 1**

Assisted multiple local governments with the preparation of Full Cost and OMB Circular A-87 central service cost allocation plans. Studies entailed the allocation of indirect costs for the development of overhead rates, the development of a Full Cost and CFR 200 allocation plans, and the assessment of direct cost charges to help maximize recovery of costs, both direct and indirect. Representative Clients include: Osceola County Florida and Polk County Florida.




## Elba Morales

*Associate*

KPMG LLP
111 Congress Ave, Suite 1900
Austin, TX 78701

Tel [redacted]


### Representative clients

- [redacted]
- Capital Metropolitan Trans t Authority
- Texas Division of Emergency Management

### Professional associations

- Board Member, AGA Austin

### Education, licenses & certifications

- Master of Public Service and Administration degree, Texas A&M Univers ty
- BA degree, politics: International Relations and Psychology, Ithaca College

## Consultant

### Background

Elba is a member of the Financial Management Advisory practice specializing in state and local government. Her experience includes supporting account reconciliations, providing grant compliance monitoring, and ERP acquisition and implementation. Prior to joining KPMG, Elba spent two years at CohnReznick LLP where she was a consultant for their Disaster Recovery practice. Elba reviewed federal grants and performed compliance monitoring, financial analysis, project management and budget and data analysis.

### Professional and industry experience

***Texas Division of Emergency Management (TDEM), CohnReznick LLP (Austin, TX)***

***Start date:*** April 2018 ***End date:*** April 2020

**Relevant to RFQ's Category 1**

- Provided integrity monitoring, technical assistance, and grants management services in support of TDEM's administration of FEMA's Public Assistance and Hazard Mitigation Grants Programs.

[redacted]

***Start date:*** April 2020 ***End date:*** August 2020

**Relevant to RFQ's Category 1**

Augmented [redacted] staff and assisted in performing the following procedures:

- KPMG provided grants accounting reconciliation and augmented [redacted] staff. KPMG developed a process to align monthly on-top entries for cost reimbursement grants from the Controller's office to the detail grant ledgers, and reconciled the accounts receivable amounts. KPMG constructed a standard operating procedure for the accounting for a balance sheet reconciliation for sponsored awards; and developed reconciliation training to be used to onboard and train the new personnel being added to improve internal controls. KPMG reviewed and developed a series of monitoring reports with coordinated SOP's for analysis of the report type.

**Reference information:**

***Contact person:*** [redacted] ***Phone:*** [redacted]

***Address:*** [redacted]



## Andre LeBlanc

*Director*

Tidal Basin Government Consulting, LLC
675 N. Washington Street, Su te 400
Alexandria, VA 22314

Tel [redacted]
Fax [redacted]
Cell [redacted]

### Function and specialization

- Large Program Management
- CDBG-DR Construction Services
- CDBG-DR Damage Assessments
- Applicant Services
- Eligibility Verification

### Representative clients

- USVI Office of Disaster Recovery
- Puerto Rico Department of Housing
- Monroe County, Florida
- Louisiana Governor's Office of Homeland Secur ty and Emergency Preparedness
- C ty of Galveston, Texas General Land Office

### Education, licenses & certifications

- Certified Lead Inspector, LA DEQ
- Certified Renovator, LA DEQ
- Housing Quality Standards Inspector, 2016
- US Army Corps of Engineers - Construction Quality Management Certified
- FEMA Badge Holder
- Business Administration, Construction Management

## Project Manager

### Background

Andre is an experienced director of CDBG-DR and FEMA funded projects. He currently operates as the Senior Director of Housing and Infrastructure for Tidal Basin. His diverse experience includes designing, implementing, and managing multiple federally funded initiatives that were more than $1B in magnitude. He brings more than 10 years of experience coordinating complex recovery projects and working alongside local, state, and federal agencies.

### Professional and industry experience

***United States Virgin Islands Office of Disaster Recovery***

***Start date:*** 02/2020 ***End date:*** Present

**Relevant to RFQ's Category 1**

- Tidal Basin provides project management services for USVI ODR, assisting in the oversight of recovery and reconstruction projects from damages suffered as a result of Hurricanes Irma and Maria. Tidal Basin works in tandem with ODR to provide portfolio management for all FEMA PA, FEMA HMGP, FHWA-ER, CDBG-DR and other federally funded disaster recovery projects. Our team also assists ODR in dealings with local, state and federal agencies, including those responsible for program management and operational activity for all funding streams, including CDBG-DR projects. Andre provides management of the portfolio of 1600+ recovery projects.

**Reference information:**

***Name:*** USVI ODR
***Contact person:*** [redacted] ***Phone:*** [redacted]35
***Address:*** [redacted]

***Puerto Rico Department of Housing***

***Start date:*** 01/2018 ***End date:*** Present

**Relevant to RFQ's Category 1**

- The Puerto Rico Department of Housing (PRDOH) contract with Tidal Basin to implement the R3, a CDBG-DR funded single family recovery program, in the North Central region of Puerto Rico, an area inclusive of heavily impacted and densely populated centers. Andre serves as a technical advisor to the construction management, damage assessment and contractor liaison teams.
- Andre designed and oversaw the "Tu Hogar Renace" STEP program in Puerto Rico. Using his lessons learned, he applied many of the same processes as in prior disasters, but with unique challenges to

Puerto Rico, an island with infrastructure challenges and mountain terrain. The scale of the project, which operated on a $1.7B allocation, was unprecedented, as were the challenges. Andre successfully managed the program, which ultimately repaired 108,500 applicants' homes. The goal of this housing program was to help enable residents of Puerto Rico to return to their homes with rapid response construction activities.

**Reference information:**

***Name:*** Puerto Rico Department of Housing

***Contact person:*** [redacted] ***Phone:*** [redacted]

***Address:*** [redacted]

***Monroe County, Florida***

***Start date:*** 10/2017 ***End date:*** 01/2018

**Relevant to RFQ's Category 1**

— Andre designed and managed the STEP program after Hurricane Irma. This pilot program, implemented with the state and county government, helped ensure that the residents of Monroe County were able to safely shelter in their homes via rapid construction repairs. Andre and his team designed community outreach activities, applicant registration, and eligibility verification practices. The team also developed damage assessment, permitting, construction and closeout processes for the construction management firm. These policies and practices helped ensure compliance during initial scope development, the inspection process, and through construction and closeout. The program was so well received and managed that the same program was implemented for Puerto Rico's needs.

**Reference information:**

***Name:*** Monroe County, Florida

***Contact person:*** [redacted] ***Phone:*** [redacted]

***Address:*** [redacted]

***Louisiana Governor's Office of Homeland Security and Emergency Preparedness***

***Start date:*** 09/2016 ***End date:*** 01/2017

**Relevant to RFQ's Category 1**

— Andre assisted in developing inspection protocol for this project and performed pilot inspections during program development. When the state signed on general contractors, Andre transitioned to a contractor liaison role and worked with three of the general

contractors to develop and process change orders, resolve inspection and construction issues, and audit invoicing. Andre also served as a technical advisor on inspection, construction, policy and procedure, and invoice auditing throughout the program.

***City of Galveston, Texas***

***Start date:*** 07/2012 ***End date:*** 01/2014

**Relevant to RFQ's Category 1**

— Andre worked with personnel to create initial damage reports for historical and non-historical homes during early stages of the program. Applied experience from assessing Hurricane Katrina damage in Mississippi to help create protocol for assessing homes that were damaged by Hurricane Ike. Worked on creating damage assessments and repair estimates for Galveston homes that had unique historical and regional construction methods and materials.

***Dormitory Authority of the State of New York Program***

***Start date:*** 09/2013 ***End date:*** 10/2013

**Relevant to RFQ's Category 1**

— Subcontractor Manager: Managed 4 main subcontractors who were responsible for creating approximately 2000 damage estimates for homes that were damaged by Hurricane Sandy. He also assisted the quality assurance team and assigned roles for the recently hired team members. The project was under a very strict deadline which required a collaborative effort with the team of subcontractors to help ensure that the deadline was met. He also developed efficient solutions to accommodate the clients ever changing needs during the life of the project.




## Nick Rotter

Tidal Basin Government Consulting, LLC
675 N. Washington Street, Su te 400
Alexandria, VA 22314

Tel [redacted]
Fax
Cell


### Function and specialization

- Large Program Management
- CDBG-DR Construction Services
- CDBG-DR Damage Assessments
- Applicant Services
- Elig bility Ver fication

### Representative clients

- Puerto Rico Department of Housing
- State of New York
- Monroe County, Florida
- Federal Emergency Management Agency
- New York Univers ty Langone Medical Center

### Education, licenses & certifications

- Xactimate 28/X1 Fundamentals/Proficiency
- TWIC Card Holder
- Department of Homeland Security/FEMA Contractor

## Project Manager

### Background

Nick is an astute, driven professional with more than eight years of experience directing and supporting projects, while helping ensure consistent and timely completion of work within the client's budgetary constraints; notable experience in project implementation and systems administration; production and database management; biological research, research facility, and equipment project worksheet writing, grants management, and audit preparation; experience with accounting, and government/client relations, including HUD's CDBG-DR Program(s); FEMA's STEP, Public Assistance and Individual Assistance Programs; strong background in public outreach, project initiation, project management, small business management, and project cost analysis. Dependable and detail-oriented with an adaptable ability to thrive in high-pressure, time-sensitive environments that demand adherence to ever-changing learning curves, Nick possesses the ability to work closely with program recipients, as well as State and local representatives, to help identify and evaluate damages, direct teams, and lead recovery and construction efforts.

### Professional and industry experience

***Puerto Rico Department of Housing***

***Start date:*** 06/2019 ***End date:*** Present

**Relevant to RFQ's Category 1**

- Nick implemented and currently oversees production protocols, database management resources, and reporting efforts required to perform applicant intake, case management, property damage assessment, award, and closeout on PR-DOH's CDBG-funded R3 program. He serves to coordinate the tracking and reporting of all applicant activities from the registration process through award, construction/ relocation, and closeout. He manages the compilation of daily, weekly, and monthly production figures that inform resource management, budget allocation, and program task authorization. He is responsible for coordinating workflow change requests to be directed to the Program's grant administration firm, helping ensure that real-time program activities are properly captured, sufficiently documented, and compliant with underlying policy.

**Reference information:**

***Name:*** Puerto Rico Department of Housing

***Contact person:*** [redacted] ***Phone:*** [redacted]

***Address:*** [redacted]

### *Monroe County, Florida*

***Start date:*** 10/2017 ***End date:*** 01/2018

**Relevant to RFQ's Category 1**

— In the wake of Hurricane Irma, Nick managed the Monroe County Sheltering and Temporary Essential Power (STEP) Program, assisting the County with outreach efforts; overseeing applicant registration and eligibility; coordinating with the construction management firm, the County, and FDEM to help ensure inspection, construction, and QA/QC protocols were properly developed and adhered to; worked closely with the County's public information officer to document and publicize the Program's successes. The program concluded in March, with over 130 homes repaired..

**Reference information:**

***Name:*** Monroe County, Florida

***Contact person:*** [redacted] ***Phone:*** [redacted]

***Address:*** [redacted]

[redacted]

### *Hurricane Sandy FEMA Public Assistance*

***Start date:*** 1/2013 ***End date:*** 12/2015

**Relevant to RFQ's Category 1**

— Worked on behalf of Superstorm Sandy's largest Applicant, [redacted]. As the Project Manager for Research and Force Account Labor, Nick directly oversaw and coordinated submissions for reimbursement for over $150M of the Applicant's $1.13B capped grant.

— Coordinated with [redacted] Research Finance Department, FEMA, and the State to achieve timely and accurate requests for reimbursement

— Developed novel approaches to account for the massive losses incurred by the School of Medicine's research faculty; including research supplies/equipment and bio-specimens, overtime, as well as missed NIH grant opportunities

— Directed and facilitated consultation with research faculty to obtain and document research losses

— Utilized background in biological/genetic research and familiarity with the purchase of research materials to arrive at the most accurate estimate for research losses incurred by the Applicant

- Worked extensively with [redacted] to secure reimbursement for the large amount of research animal loss sustained
- Contributed to the white paper submitted to FEMA, which highlighted outdated areas within FEMA policy as it pertained to research materials and ultimately helped to determine eligibility of research losses favorably
- Public Assistance Alternative Procedures (PAAP): Within this FEMA then-pilot program, incorporated Public Assistance knowledge to advise the client in a manner that helped maximize the landmark capped grant award of $1.13B.
- Integrated existing understanding of FEMA's process to allow for the submission to proceed seamlessly under the PAAP program
- Arrived at new and innovative approaches as it pertains to documenting [redacted] research losses for packaging with capped grant request
- Collected and compiled research and animal loss information
- Quantified the losses by creating a database of commercial and institutional quotes to establish cost-reasonableness and commercial availability
- Provided forward guidance regarding regulatory compliance.




## Heather Woodard

*Director*

KPMG LLP
227 N. Bronough Street, Su te 7500
Tallahassee, FL 32301

Tel [redacted]
Cell [redacted]


### Function and specialization

Heather is a member of the Advisory Risk Advisory Solutions practice serving public sector clients.

### Representative clients

- Bay County
- [redacted]
- C ty of New York, Office of Management and Budget
- C ty of Pensacola
- Florida State University
- Monroe County
- National Aeronautics and Space Administration
- Osceola County
- [redacted]
- State of Florida, Agency for Health Care Administration
- State of Florida, Department for Economic Opportun ty
- State of Florida, Division of Emergency Management
- State of Florida, Department of Financial Services
- State of Illinois, Department of Financial and Professional Regulation
- State of New York, Department of Health
- State of South Carolina, Department of Health and Human Services
- State of Texas, Department of Transportation
- Southwest Washington Accountable Community of Health
- Tampa Bay Area Regional Transportation Authority
- US Department of Energy

### Professional associations

- Member, Association of Government Accountants

## Program Manager

### Background

Heather is a director in the KPMG Risk Advisory Solutions practice with almost 10 years of experience in governmental and regulatory compliance consulting services. She assists federal, state, and local governments navigate complex regulatory environments to achieve efficiency and compliance with federal regulations.

### Professional and industry experience

- Florida Division of Emergency Management
- Florida Agency for Health Care Administration
- Florida Department of Financial Services

***Florida Division of Emergency Management, FEMA Public Assistance Grants Management***

***Start date:*** April 2018 ***End date:*** Current

**Relevant to RFQ's Category 1 & 2**

- Developed validation guide to promote consistency and audit trail for reimbursement requests against the 2 CFR 200, Stafford Act, and other relevant state and federal requirements that outlines documentation reviewed, associated regulation(s), criteria validated, and results.
- Led team of over 200 resources to validate compliance of over $1 billion of reimbursements to FEMA PA subreceipients including Section 428 and hazard mitigation funding.
- Applied statistical sampling methodology to a subrecipient project over $20 million.
- Perform comprehensive grants management for over 10,000 projects including quarterly reporting support, time extensions, subgrant agreements, project amendments, validation of reimbursement requests, and project closeout.

**Reference information:**

***Name:*** FDEM

***Contact person:*** [redacted] ***Phone:*** [redacted]

***Address:*** [redacted]

***Agency for Health Care Administration, Promoting Interoperability Post Payment Audits***

***Start date:*** November 2013 ***End date:*** Current

**Relevant to RFQ's Category 1 & 2**

— Member, Institute of Internal Auditors

**Education, licenses & certifications**

— Bachelor of Science, Accounting, Florida State University

— Developed an audit plan, risk assessment, and sampling methodology to provider assess compliance with 45 CFR requirements for the Promoting Interoperability Program.

— Conducted over 500 post payment audits in accordance with approved audit plan to determine eligibility of providers' incentive payments.

— Provided detailed recommendations for observations and findings, including recommendations for recoupment, enhanced outreach, and recommended adjustments to the state's pre-payment validation process.

**Reference information:**

***Name:*** Florida Agency for Health Care Administration

***Contact person:*** [redacted] ***Phone:*** [redacted]

***Address:*** [redacted]

***Florida Department of Financial Services, Schedule of Expenditures of Federal Awards Process and Reporting Analysis***

***Start date:*** May 2018 ***End date:*** April 2019

**Relevant to RFQ's Category 1 & 2**

— Performed an assessment of Florida's process assessment to identify areas to improve efficiency and accuracy of the Schedule of Expenditures of Federal Awards (SEFA) used to drive the Single Audit of federal awards

— Assisted the state with data compilation feedback, quality controls, better practices for reporting from other states, and suggestions on improvements to help address prior audit findings. +

— Compile the SEFA the following fiscal year leveraging data analytic tools that resulted in no audit findings.

**Reference information:**

***Name:*** Florida Department of Financial Services

***Contact person:*** [redacted] ***Phone:*** [redacted]

***Address:*** [redacted]

**Technical skills**

EMMIE, FEMA Grants Portal, MB3, Microsoft Word, Microsoft PowerPoint, Alteryx, Microsoft Excel

**Publications and speaking engagements**

Government Finance Officers Association – September Quarterly Meeting – "Accounting for Disaster"




## Jose Alfaro

*Director*

KPMG LLP
227 N Bronough Street
Su te 7500
Tallahassee, FL 32301

Tel [redacted]


### Function and specialization

Jose helps state and local governments navigate complex regulatory programs. His professional experience includes comprehensive grants management, compliance reviews and fiscal monitoring of federal and state grant programs, program development and evaluation of controls, policies, and procedures, risk assessments, financial reporting, performance audits, business process assessments, feas bility studies, and investigations.

### Representative clients

- [redacted]
- [redacted]
- City of New York, Health + Hospitals Corporation
- City of New York, Office of Management and Budget
- City of Orlando, Economic Development Department
- County of Charlotte, Florida
- County of Riverside, California
- [redacted]
- State of Florida:
- Agency for Health Care Administration
- Department of Children and Families
- Department of Economic Opportun ty
- Department of Education - Office of Early Learning
- Department of Financial Services
- Division of Emergency Management
- Executive Office of the Governor
- Division of Emergency Management
- State of Indiana, Department of Transportation
- State of Texas, Department of Transportation
- U.S. Department of Energy
- U.S. National Aeronautics and Space Administration

## Program Manager

### Background

Jose is a Director with the KPMG State & Local Government practice charged with leading teams tasked with delivering multi-faceted regulatory compliance consulting projects. He is primarily responsible for planning, end-to-end execution, and managing client relationships. Jose can help you navigate federal grant programs to achieve compliance.

### Professional and industry experience

- Florida Department of Transportation
- Florida Department of Economic Opportunity
- City of Orlando

#### *Florida Department of Transportation (FDOT)*

***Start date:*** September 2019 ***End date:*** Present

**Relevant to RFQ's Category 2**

- Team lead in comprehensive grants management FEMA Public Assistance funding project. KPMG conducts project formulation, validation, and contracts and procurement review before submission to FEMA. The project supports FDOT in reimbursements for Hurricane Michael debris operations totaling over $650M. In this role, Jose facilitates discussions with FDOT's Emergency Management Coordinator and her staff regarding the reimbursement progress, led three workstreams comprised of 50+ team members - including training, and apply lessons learned from other applicants to provide technical assistance to help maximize reimbursement.

**Reference information:**

***Name :*** Florida Department of Transportation

***Contact person:*** [redacted] ***Phone:*** [redacted]

[redacted]

***Address:*** [redacted]

#### *Florida Department of Economic Opportunity (DEO)*

***Start date:*** September 2014 ***End date:*** Present

**Relevant to RFQ's Category 1, 2, 3**

- **Cat 1:** Team lead in reviewing revenue sources, uses, restrictions, improvement, and management. Tasks included outlining recommended future activities to enhance revenue management considerations, suggest updates to improve modeling and forecasting techniques and decrease reliance on external resources for revenue analysis and management. Conducted interviews with

**Professional associations**

- Association of Government Accountants, Tallahassee Chapter Board Member
- Association of Inspector Generals
- Florida Institute of Certified Public Accountants
- Government Finance Officers Association
- Information Systems Audit and Control Association
- Inst tute of Internal Auditors
- Project Management Inst tute

**Education, licenses & certifications**

- Bachelor of Science degree, accounting and finance, Florida State University
- Minor in Applied Economics, Florida State University

program staff and reviewed policies and procedures to deliver a report outlining current processes and recommendations to streamline the management of grant revenue at DEO. Jose developed an Excel-based dashboard to track grant balances and forecast funding levels based on historical trends and projected inflows.

- **Cat 1 & 2:** Team lead in providing Project Management support services to DEO to manage a HUD-funded CDBG-DR program related to Hurricane Michael ($700M+). In this role, Jose oversees the delivery team tasked with procurement and vendor oversight support to help ensure that program expenses comply with Federal and State regulations. KPMG assists DEO in creating tools and dashboard reports to assess vendor performance, reduce bottlenecks to access funding, and review policies and procedures to identify and address gaps to compliance with program regulations.
- **Cat 3:** Team member in fiscal monitoring of Regional Workforce Boards (RWBs) – subrecipients of DEO. Developed testing tools, monitoring plan, and internal control questionnaire based on COSO framework. Maintained work papers and executed statewide financial monitoring of the RWBs per OMB Circulars A-87, A-110, A-122, and A-133. Jose provided findings and recommendations for improvement in fiscal compliance to the RWBs and DEO.

**Reference information:**

***Name:*** Florida Department of Economic Opportunity

***Contact person:*** [redacted] ***Phone:*** [redacted]

[redacted]

***Address:*** [redacted]

***City of Orlando***

***Start date:*** January 2017 ***End date:*** Present

**Relevant to RFQ's Category 3**

- **Cat 3:** Team lead of Internal Audit Master Services Agreement (MSA) for the City of Orlando. KPMG supports the Director of Audit to perform independent, objective assurance and advisory activities designed to add value and improve the city's operations. We evaluate and improve the effectiveness of the city's risk management, control, and governance processes. Jose has led every task order under this MSA since 2017.

**Reference information:**

***Name:*** City of Orlando

***Contact person:*** [redacted] ***Phone:*** [redacted]

[redacted]

***Address:*** [redacted]




## Samantha M. Sicard

*Associate*

KPMG LLP
227 N. Bronough St.
Suite 7500
Tallahassee, FL

Tel [redacted]
Cell [redacted]


**Function and specialization**
Advisory for Federal, State, and Local Government Clients

**Representative clients**
- Florida Division of Emergency Management
- Florida Department of Transportation
- Leon County Emergency Management

**Languages**
- English
- Spanish

**Education, licenses & certifications**
- Florida State Univers ty, Master of Public Administration
- Florida State Univers ty, Bachelor of Science, Criminology and International Affairs
- Florida State Univers ty, Certificate in Emergency Management and Homeland Security
- Florida State Univers ty, Certificate in National Intelligence Studies
- IS-00230- Fundamentals of Emergency Management
- IS-01009- Conditions of the Public Assistance Grant
- IS-00100- Introduction to Incident Command System
- IS-00632.a- Introduction to Debris Operations
- IS-01012- Direct Administrative Costs
- IS-01017- Scope Change Request, Time Extensions, Improved/ Alternate Project Requests
- IS-00120- An Introduction to Exercises
- IS-00107- FEMA Travel Rules and Regulation

**Consultant**

### Background

Samantha is an Associate in the KPMG Risk Advisory Solution practice. She has over four years of experience working with federal, state and local government. Samantha has broad knowledge in emergency management, public safety, and grants management in the local and state level.

### Professional and industry experience

Samantha has industry experience evaluating and validating sub-grant awards to for compliance with federal rules and regulations. Samantha possesses vast experience in contracts and grants management, compliance reviews, and Policy analysis.

### *Florida Division of Emergency Management*

***Start date:*** August 2018 ***End date:*** Present

**Relevant to RFQ's Category 2**

- Provided professional disaster recovery services for Florida Division of Emergency Management for Federal Stafford Act grant programs administered by the Federal Emergency Management Agency (FEMA).
- Assisted the client by providing comprehensive grants management services for Hurricane Irma (DR-4337), Hurricane Michael (DR-4399) and Hurricane Matthew (DR-4283). Reviewed Project Worksheets (PWs) before providing recommendations to the State to approve or return to FEMA for amendments. This review includes identifying documentation necessary to support claimed costs, and reconciling those costs to the total eligible amount.
- Audited Subrecipients for compliance with applicable laws, rules, regulations, and policies, including 2 CFR 200, the Public Assistance Program and Guide, and other sources of grants governance.
- Responsible for Subrecipient support and monitoring for compliance with federal grant conditions and requirement, reviewing cost documentation for eligibility determination, and assisting the Client with project coordination.
- Reviewed FEMA Public Assistance Project Worksheets for consistency between the Description of Damages and Scope of Work. Reviewed and approved Funding Agreements of Subrecipients. Created payments for Florida Department of Financial Services processing and disbursement. Prepared, reviewed and submitted Time Extension and Closeout requests on behalf of the Subrecipient.
- Team lead for Project Closeout. Populated Final Inspection Reports (FIRs) and lead Final Inspection Meetings with Subrecipients.

— Perform final reconciliation of validation workbooks, Request for Reimbursement (RFRs) and Public Assistance program submission.

**Reference information:**

***Name:*** [redacted]

***Contact person:*** ***Phone:*** [redacted]

***Address:*** [redacted]

***Leon County Emergency Management***

***Start date:*** September 2017 ***End date:*** December 2017

**Relevant to RFQ's Category 2**

— Assisted the Leon County Emergency Management Division in maintaining readiness and emergency response capabilities to Leon County while during the response and recovery phase for Hurricane Irma. Supported the organization with development, implementation, and evaluation of programs, policies and procedures to maintain compliance on federal and state regulations and guidance, to support public assistance fund reimbursement.

— Evaluated and restructured Leon County's Family Assistance Center Annex. Developed procedure material of Leon County Family Assistance Center to be used in briefings and speaking engagements of Emergency Manager.

— Provided administrative support services to the Emergency Operation Center while activated for Hurricane Irma to help ensure compliance with FEMA's Public Assistance and 2 CFR 200.

**Reference information:**

***Name:*** [redacted]

***Contact person:*** ***Phone:*** [redacted]

***Address:*** [redacted]




## Jonathan Deem, CPA

*Senior Associate*

KPMG LLP
4242 Six Forks Rd, Suite 850
Raleigh, NC 27609

Tel [redacted]


### Function and Specialization

Jonathan is in the Advisory practice w th the State and Local Gov't/Tel team under Regulatory Compliance. He works in the Healthcare and Disaster Recovery industries specializing in Healthcare Transformation, Performance Aud ts, and Disaster Recovery Relief.

### Representative Clients

- New York State Department of Health
- New York State Office For People With Developmental Disabil ties
- State of Florida Division of Emergency Management

### Professional Associations

- American Institute of Cert fied Public Accountants

### Education, licenses & certifications

- MS degree, forensic accounting, University at Albany
- BS degree, accounting, University at A bany
- Licensed CPA—New York, North Carolina

**Supervisory/Senior Consultant**

### Background

Jonathan has more than four years of experience delivering projects to the State government. The first two years were dedicated to supporting the New York State Department of Health under the canopy of Value Based Payments aiding in Policy & Oversight, which included Stakeholder Education, Social Determinants of Health, & PMO activities. Included in my State experience is assisting the Office For People With Developmental Disabilities (OPWDD) develop performance audits of providers delivering Waiver Services as well as Consolidated Fiscal Reports (CFRs). Currently, he is assisting the State of Florida's Division of Emergency Management.

### Professional and industry experience

***State of Florida, Division of Emergency Management***

***Start date:*** November 2018 ***End date:*** Present

**Relevant to RFQ Category 2**

- Navigating through the State of Florida's regulations as well as FEMA's Public Assistance Program and Policy regulations that guide applicant's reimbursement requests
- Coordinating and organizing meetings with applicants to discuss current state of work being done and issues in the validation process
- Tracking and updating communication with applicants through Florida's Disaster Management applicant system
- Validating small and large project costs to supporting documentation and related regulations
- Coordination of multiple teams as well as resources to complete projects and communicate issues
- The main point of contact for all applicants regarding updates and outstanding questions.

**Reference information:**

***Name:*** State of Florida Division of Emergency Management
***Contact person:*** [redacted] ***Phone:*** [redacted]
***Address:*** [redacted]

***State of New York, Office for People With Developmental Disabilities***

***Start date:*** July 2018 ***End date:*** November 2018

**Relevant to RFQ Category 2**

- Began the engagement from the ground up including creation of Audit Plan Guides (APG), budgets, and various critical documentation
- Coordinated with multiple client teams for each engagement workstream
- Identified opportunities associated with the improvement of the current state processes
- Developed approaches to auditing 16 different Waiver Services offered within NYS
- Navigated the landscape of Consolidated Fiscal Reports (CFRs) and tailoring an improvement plan
- Created project management guides and assisted with key PMO functions such as staffing, budget reports, and cost/price analyses
- Created Audit Program Guides in accordance with GAGAS requirements as well as New York State guidelines.

**Reference information:**

***Name:*** New York State Office for People With Developmental Disabilities

***Contact person:*** [redacted] ***Phone:*** [redacted]

***Address:*** [redacted]




## Sarah Davies

*Senior Associate*

KPMG LLP
60 South St,
Boston, MA 02111

Cell [redacted]


### Function and specialization

Sarah is a member of the Forensic network focusing on the State and Local government sector.

### Representative clients

- Florida Department of Transportation
- Florida Department of Emergency Management

### Professional associations

- Member, American Inst tute of Certified Public Accountants

### Education, licenses & certifications

- BS degree, accounting, Univers ty at Albany
- BS degree, financial market regulation, Univers ty at Albany
- MS degree, accounting, Hunter College
- Licensed CPA

**Supervisory/Senior Consultant**

### Background

Sarah is a Senior Associate in KPMG's Advisory Services practice with experience serving mainly states, and local governments, with a focus on grants management. She has served as a team lead on multiple governmental and consulting projects responsible for the planning and delivery of the engagements. Her experience includes project management, compliance reviews, grants management, forensic remediation, and program delivery with a focus on disaster recovery and emergency management. Sarah has also participated in drafting Public Assistance issue briefs and thought leadership focused on various disaster recovery topics.

### Professional and industry experience

Her experience includes project management, compliance reviews, grants management, forensic remediation, and program delivery with a focus on disaster recovery and emergency management. Sarah has also participated in in drafting issue briefs and thought leadership focused on various grants management topics.

### Florida Division of Emergency Management (FDEM)

***Start date:*** April 2018 ***End date:*** Present

**Relevant to RFQ's Category 2**

- Team Lead coordinating with engagement leadership for comprehensive grants management for the Florida Division of Emergency Management (FDEM) for Hurricane Irma. KPMG conducts QA/QC reviews prior to obligation of funds and 100% validation of costs reported in project worksheets submitted for cost reimbursement under FEMA's Public Assistance grant program for Region 7 in Florida, including Monroe County where Hurricane Irma first made landfall. For this project KPMG developed tools to document project worksheet reviews, incorporated business intelligence tool dashboards for reporting project status. Of the $1.9 billion of FEMA PA funding obligated to date for Irma under DR-4337, she has overseen the administration and delivery of over 120 resources that have validated over $443 million of payments initiated to a variety subrecipients including hospitals, Private Non-profits, local governments, and more.
- Team Lead coordinating with engagement leadership for comprehensive grants management for the Florida Division of Emergency Management (FDEM) for Hurricane Michael. KPMG conducts QA/QC reviews prior to obligation of funds and 100% validation of costs reported in project worksheets submitted for cost reimbursement under FEMA's Public Assistance grant program for over 100 applicants throughout Bay County, Florida, including Mexico Beach that was ground zero for the storm. For this project KPMG developed tools to document project worksheet reviews,

incorporated business intelligence tool dashboards for reporting project status. Of the $665 million of FEMA PA funding obligated to date for Michael under DR-4339, she has overseen the administration and delivery of over 50 resources that have validated over $280 million of payments initiated to a variety subrecipients including hospitals, Private Non-profits, local governments, and more.

— Team Lead coordinating with engagement leadership for comprehensive grants management for the Florida Division of Emergency Management (FDEM) for Florida's legacy storm, including Hurricanes Matthew and Hermine. KPMG conducts QA/QC reviews prior to obligation of funds and 100% validation of costs reported in project worksheets submitted for cost reimbursement under FEMA's Public Assistance grant program for applicants throughout the eastern Florida, including region 5, where Hurricane Matthew caused large damage. For this project KPMG developed tools to document project worksheet reviews, incorporated business intelligence tool dashboards for reporting project status. KPMG was tasked with reviewing over 3,500 submissions from subrecipients seeking reimbursement in excess of $1.4 billion to a variety subrecipients including hospitals, Private Non-profits, local governments, and more.

— Developed guidance and engagement related templates to facilitate public assistance grants management reviews and train team members on the Stafford Act, 2 CFR, 44 CFR and other public assistance literature.

**Reference information:**

***Name:*** FDEM

***Contact person:*** [redacted] ***Phone:*** [redacted]

***Address:*** N/A

***Florida Department of Transportation (FDOT)***

***Start date:*** August 2019 ***End date:*** June 2020

**Relevant to RFQ's Category 2**

— Team Lead coordinating with engagement leadership for comprehensive grants management for the Florida Department of Transportation (FDOT). KPMG was engaged to perform comprehensive FEMA public assistance grants management services beginning with project formulation and assisting through project closeout. The vast majority of work performed was a result of the declared disasters relates to emergency work for Hurricane Irma and Hurricane Michael with costs totaling approximately $75 million and approximately $625 million, respectively. KPMG coordinates with 3rd party vendors and the FDOT District representatives to gather, compile, review, and verify that work performed and expenses incurred as a result of the disasters appear to be appropriately supported and documented in accordance with rules and regulations outlined within Florida Statues, 44 CFR, and 2 CFR as

allowed by the Robert T. Stafford Disaster Relief and Emergency Assistance Act. In doing so, KPMG utilized conversion software that converts sources documents in to usable data sets and validates the accuracy and validity of the data.

**Reference information:**

***Name:*** FDOT

***Contact person:*** [redacted] ***Phone:*** [redacted]

***Address:*** N/A

**Technical skills**

Alteryx, Tableau, Relativity, Jira, MB3, Lexidia, Confluence, Excel, Word, Powerpoint




## Kirsten McKenna

*Manager*

KPMG LLP
450 E Las Olas Blvd #1200
Fort Lauderdale, FL 33301

Cell [redacted]


### Representative clients

- Florida Division of Emergency Management
- Florida Department of Transportation
- Illinois Department of Financial and Professional Regulation
- Illinois Department of Agriculture
- State of Florida
- Top 5 banks
- Top 10 banks

### Professional associations

- Member, North Carolina Association of Cert fied Public Accountants
- Member, American Institute of Cert fied Public Accountants

### Education, licenses & certifications

- Master of Finance, Florida State University
- Bachelor of Science, Economics & Finance, Florida State University
- Licensed CPA—NC

**Supervisory/Senior Consultant**

### Background

Kirsten is a Manager in the KPMG Forensic Advisory practice based in Florida. She graduated from Florida State University with a Master's of Science in Finance and has undergraduate degrees in Economics and Finance. Since joining KPMG, she has focused on financial services corporations and state and local governments. Specifically, Kirsten focuses on regulatory compliance, project and program management, process re-engineering, and data analytics. Kirsten has also worked extensively in comprehensive grants management for disaster recovery. Specifically, Kirsten focuses on Emergency Management and Disaster Recovery, navigating the complex landscape around FEMA PA and HUD CDBG regulations.

### Professional and industry experience

***Florida Division of Emergency Management***

***Start date:*** 4/1/2018 ***End date:*** Present

**Relevant to RFQ's Category 2**

- Lead Senior Consultant in comprehensive grants management for the Florida Division of Emergency Management covering 16 presidentially-declared disasters. KPMG performs 100% validation of costs reported in project worksheets submitted for cost reimbursement under FEMA's Public Assistance grant program. Kirsten focuses on DAC and Management Costs, specifically around invoicing and cost reimbursement requirements, as well as contract requirements per 2 CFR 200.
- Led projects for the FEMA Public Assistance (PA) program in the State of Florida for Hurricanes Irma, Michael, Hermine, and Matthew. Tasks included extensive project progress tracking, project worksheet approval, evaluation of subrecipient performance, processing requests for reimbursement, compliance reviews of subrecipients, and formal project closeout.

**Reference information:**

***Name:*** Florida Division of Emergency Management

***Contact person:*** ***Phone:*** [redacted]

[redacted]

***Address:*** [redacted]

***Florida Department of Transportation***

***Start date:*** September 2019 ***End date:*** Present

**Relevant to RFQ's Category 2**

- Lead Senior Consultant in comprehensive grants management for the Department of Transportation. Kirsten primarily focuses on contract administration, including invoicing and monitoring in

accordance with DAC and Management Cost regulatory requirements.

**Reference information:**

***Name:*** Florida Department of Transportation

***Contact person:*** [redacted]

[redacted]

[redacted]

[redacted]

***Address:*** [redacted]

***Top 10 Bank***

***Start date:*** September 2016 ***End date:*** April 2018

**Relevant to RFQ's Category 2**

- Developed testing programs for a Top 10 bank's Corporate Audit team to determine compliance with Flood Disaster Protection Act (FDPA) for Map Ins, Map Outs, Service Release, Renewals, Cancellations, Adequacy, and Initiations.
- Assisted the third line of defense for a Top 10 bank review over 20 years of data to identify consumer impacts for select products for which customers may not have received related benefits as disclosed in the marketing materials and account terms and conditions and to remediate accordingly.
- Reviewed bankruptcy procedures for compliance with regulatory guidance and tested loan files flagged for bankruptcy to determine if the appropriate procedures were followed.
- Performed look back reviews on hundreds of loan files to determine compliance with Flood regulations and customer restitution amounts. She had to determine if homes were adequately covered under the act and if lender placed flood insurance was accurately applied. This look back applied to HELOC, condo, and manufactured housing files.
- Maintained a log of QA test results with regulatory exceptions, reported on their validation status, and tracked through remediation.
- Assisted with an internal audit of retail lending for business banking to determine compliance with FDPA regulations.
- Assisted with an internal audit of a large bank's consumer complaints and disputes process.
- Conducted an internal audit of a Top 5 bank's vendor risk management program for compliance with FDPA regulations.
- Transformed a Top 5 bank's Flood QA program, including issue management and weekly reporting, to assist in the bank's compliance with Flood regulations.




## Wesley Skaar

*Senior Associate*

KPMG LLP
303 Peachtree Street
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Tel [redacted]
Cell [redacted]


**Function and specialization**
Advisory for Federal, State, and Local Government Clients

**Representative clients**

- Florida Division of Emergency Management
- Florida Department of Transportation
- Illinois Department of Financial & Professional Regulation

**Education, licenses & certifications**

- BBA degree. Economics, Kennesaw State Univers ty.

**Supervisory/Senior Consultant**

### Background

Wesley is a Senior Associate in the KPMG Risk Advisory Services network focusing on State and Local Governments. With 7 years of experience in governmental and regulatory compliance consulting. Wes specializes in FFEMA grants management, regulatory change, and consumer financial regulations. Wes has worked on many compliance and risk management programs, a selection of which are presented below:

### Professional and industry experience

***Florida Department of Transportation***

***Start date:*** September 2019 ***End date:*** Present

**Relevant to RFQ's Category 2**

Wes was the contract manager for the comprehensive grants management FDOT's Hurricane IRMA and Michael projects. Wes lead teams that compiled, validated, and submitted projects costing a total of 600+ million dollars. He leveraged technology to roll out an automated approach helping enable the teams to work more efficiently and lead to cost savings at FDOT.

**Reference information:**

***Name:*** [redacted]
***Contact person:*** [redacted] ***Phone:*** [redacted]
***Address:*** [redacted]

***Division of Emergency Management (September 2018 to December 2019)***

***Start date:*** September 2018 ***End date:*** Present

**Relevant to RFQ's Category 2**

Wes was a Team Leader for the comprehensive grants management of the Fay through Nate Hurricanes projects in Monroe, Miami-Dade, Broward, and Palm Beach counties for the Florida Division of Emergency Management. Tasks include project worksheet approval, evaluation of subrecipient performance, processing request for reimbursement, compliance reviews of subrecipients, and formal project closeout. Completed FEMA-led training: "Operational Delivery for Recipients and Applicants of the New Public Assistance Delivery Model."



## Rose Gamba, CPA

*Senior Grant Compliance Manager*

Carlisle Thompson, LLC
Winter Park, FL

Tel [redacted]

### Function and specialization

- Grants Management
- CPA Finance

### Representative clients

- FX Design Group
- Mojoman
- CDW Electrical
- City of Winter Park, FL

### Education, licenses & certifications

- Masters in Accounting, Kaplan Univers ty, Florida
- Masters of Business Administration from Webster University, Texas
- Cert fied Public Accountant (CPA)
- Cert fied Government Finance Officer (CGFO)
- Cert fied Internal Aud tor (CIA)

**Program Manager**

### Background

Certified Public Accountant and Financial analytical professional with over 30 years of practical experience in commercial, government, public, and private practice. Extensive experience in detailed analysis and financial reporting. Fifteen years of experience in FEMA municipal claim preparation. Able to, with a keen and critical eye, review processes, procedures and forms. Analytical Review Skills, Financial Reporting, Governmental Accounting & FEMA Public Assistance, Audits and Auditing Work Paper Preparation, Grants Management, General Accepted Accounting, Special Projects Coordinator, Payroll Preparation and Reporting.

### Professional and industry experience

Controller, *FX Design Group, Orlando, Florida*

- Preparation of monthly, quarterly financials for bank and annual tax return preparation
- Assist owner, accounting, HR with various accounting and tax issues. Preparation of quarterly payroll taxes, assist with annual Worker's Comp audits, etc.
- Preparation and filing of monthly and quarterly sales tax returns.
- Detailed assistance of owner with various financial profit and other special financial reports requests including work in process, etc.

President, *Rose Marie Gamba, CPA, PA, Winter Park, Florida*

- Provided FEMA Public Assistance Policy guidance to the Reimbursement Request Review team
- Established a CPA firm which prepares tax returns and financial statements for both commercial and private clients, including non-profits.
- Set up small business accounts to help ensure all tax and accounting processes were created and all local, state and federal statutes were either met or surpassed/exceeded.
- Reconciliation of all payroll accounts and preparation of monthly, quarterly and annual payroll tax returns.
- Represent clients before the IRS on payroll and corporate tax issues. This includes correspondence, telephone consultations and personal visits.

Accounting Manager - *Military Services Group, Pinnacle, Maitland, Florida*

- Directed the financial reporting requirements for the military portfolio consisting of 23 projects and over 30,000 units. Key contributor to the property staff. Strong, concise, and elaborate analytical and account/portfolio analysis. Interpreted all "numbers" so that they made sense to staff.

— Liaison to 10 investment managers helping ensure the accuracy and reliability of the financial information presented to portfolio owners.

— Facilitated both internal and external audits for firm's military portfolio.

— Supervised, mentored, and directed a team of 10 junior staff accountants.

Finance Director, *Town of Eatonville, Eatonville, Florida*

— Managed the Accounting Department. This included the supervision of purchasing, accounting, and utility billing staffs.

— Reorganized and modernized all accounting functions including Accounts Receivable, Accounts Payable, Payroll and Pension Plan Reporting.

— Accomplished, in a two-month time frame, evaluation, selection and implementation of a new payroll system.

— Designed, created, developed and implemented for all departments a new accounting, purchasing and internal control policies and procedures package. This included providing individual access to departmental budget information.

— Brought yearly financial audits into compliance.

— Liaison to Mayor and Town Council to finalize and approve yearly budgets.

Chief Accountant-Special Projects and Assistant Finance Director, *City of Winter Park, Winter Park, Florida*

— Supervised day-to-day operations of payroll, accounts receivable, utility billing cashiers and accounts payable.

— Produced, on an annual basis, audit schedules, budget projections and milestone charts for the consolidated financial statements.

— Guided and monitored all financial and account statuses and analysis to all departments and city commissioners for budget and legal compliance with all local, state and federal rules and regulatory agencies.

— Developed Force Account Labor & Equipment documentation and summaries for City of Longwood, Hurricane Irma

— Audited Hurricane Irma Debris contracts, load tickets, and monitoring costs

— City of Winter Springs Hurricane Charley debris contracts and load ticket (manual) reconciliations, $7.2M.

***FX Design Group***

***Start date:*** 2013 ***End date:*** Present

**Relevant to RFQ's Category 2**

— Help ensure compliance with all applicable Federal and State accounting and financial reporting requirements

**Reference information:**

***Contact person:*** [redacted] ***Phone:*** [redacted]

***Rose Maria Gamba***

***Start date:*** 1992 ***End date:*** Present

**Relevant to RFQ's Category 2**

— Provide technical knowledge and experience to review and make recommendations to streamline grant management and fiscal management processes to help ensure accountability of funds and compliance with program regulations

**Reference information:**

***Name:*** [redacted]

***Contact person:*** [redacted] ***Phone:*** [redacted]

**Reference information:**

***Name:*** [redacted]

***Contact person:*** [redacted] ***Phone:*** [redacted]

***City of Winter Park***

***Start date:*** 1993 ***End date:*** 2003

**Relevant to RFQ's Category 2**

— 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

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

**Reference information:**

***Contact person:*** [redacted] ***Phone:*** [redacted]

**Technical skills**

— FloridaPA.org (MB3) Online Portal, Microsoft Office, PeopleSoft, GMBA, Yardi, Munis, QuickBooks Pro Advisor



## Daniel "Dan" Housey

*Senior Recovery Manager*

Carlisle Thompson, LLC
New Orleans, LA

Tel [redacted]

### Function and specialization

- Accounting
- Financial Recovery Reconciliation
- Federal Grant Compliance

### Representative clients

- Federal Emergency Management Agency

### Professional associations

- Tulane Engineering Society
- Tulane Association of Business Alumni
- American Society of Civil Engineers
- Insurance Accounting & Systems Association National Association of Insurance Commissioner

### Education, licenses & certifications

- MAACT, Accounting, Tulane Univers ty
- MBA degree, Tulane University
- BS degree, Civil Engineering, Tulane University
- RS Means Estimator
- MS Office Suite

## Program Manager

### Background

Dan has worked in the Public Assistance program since 2005, specializing in project development, project cost estimating, and project closeout. Dan's background in accounting and civil engineering made his transition into FEMA's PA seamless. Dan's degree in civil engineering led him to a 22-year career in the private sector specializing in material purchases for road construction projects and state contracts. He regularly utilizes this education and experience when reviewing project worksheets for scope alignment and cost reasonableness. His history of working with general contractors makes him an excellent evaluator of construction documents and procurement information. His accounting experience is related to the financial compliance and insurance fields which give him an adept ability to write project worksheets and prepare closeouts. Dan's background is the perfect combination of skills and experience needed for the complexities of the PA program.

### Professional and industry experience

Senior Disaster Recovery Consultant, *Carlisle Thompson, LLC, Florida Division of Emergency Management Project*

- Evaluate Quality Analysis and Quality Control review of large and small projects submitted by FEMA to the State for review
- QAQC review of Initial Project Assessments (IPA) for large projects
- Performing cost reasonable analyses of estimated large project costs

Public Assistance Specialist, *Federal Emergency Management Agency*

- Developed and wrote project worksheets for damages caused by Hurricane Katrina to numerous applicants in southeastern Louisiana
- Surveyed each facility, record all damages, estimate the cost for repair
- Developed detailed worksheets, take comprehensive pictures of property, interface daily with government preservationists, environmental specialists, and other inspectors throughout the project
- Developed final project closeout packages including the following:
  - Assessed a project's work status, costs, and supporting documentation against the corresponding grant's scope of work (SOW) to determine a grant's readiness for final review and closeout
  - Provided guidance in reconciling a grant's approved SOW with the agency's completed SOW
- Researched the details of written and approved grants, contracts, invoices, payment logs, timesheets, purchase orders, procurement and other documentation to help resolve cost inconsistencies in a grant

— Assisted when grant funding adjustments are needed due to duplication of funding, additional scope of work items, or changes in project costs

— Helped sub-grantees help ensure that federal post-award grant compliance requirements are met on issues such as contract procurement, environmental and historic preservation, insurance requirements, and /or adjustments based on SOW changes

— Helped ensure compliance with 44 CFR to help monitor cost and SOW information about agency grants through the entire grant life cycle

Senior Accountant, *Gray Insurance Company*

— Managed all financial compliance issues for a state-regulated insurance agency, comprised of 7 different companies.

— Managed the Statistical Department, oversaw a staff of 10 accountants and 2 CPAs

— Directed the internal audits and financial statement preparation for Statutory and Generally Accepted Accounting Principles (GAAP)

— Final authority in interfacing (monthly) with State Insurance Commissioner's Office to answer questions, clarify issues regarding company's financial solvency

***Federal Emergency Management Agency***

***Start date:*** January 2006 ***End date:*** August 2019

**Relevant to RFQ's Category 2**

— Provide technical knowledge and experience to review and make recommendations to streamline grant management and fiscal management processes to help ensure accountability of funds and compliance with program regulations

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

— Help ensure compliance with all applicable Federal and State accounting and financial reporting requirements

**Reference information:**

***Contact person:*** [redacted] ***Phone:*** [redacted]

***Address:*** [redacted]

**Technical skills**

FloridaPA.org (MB3) Online Portal




## Ted Segura

*Senior Recovery Manager*

Carlisle Thompson, LLC
Lafayette, LA

Tel [redacted]


**Function and specialization**

— Financial Grant Management
— Grant Compliance

**Representative clients**

— Postlethwa te and Netterville

**Education, licenses & certifications**

— BS degree, accounting, Univers ty of Southwestern Louisiana

## Program Manager

### Background

Ted is a results-oriented Senior Financial Analyst adaptive to provide quality production in a changing environment. Demonstrated ability to provide leadership to an organization with a focus on efficiency and quality. Strong ability to work within teams and multi-task projects under strict guidelines. Experience in financial analysis and quality assurance of claims to help ensure compliance with settlement agreement and closeout management activities. Ted has provided detailed accounting analysis for business economical loss claims in the largest class action settlement in U.S. history which resulted from the Deep Water Horizon Drilling catastrophe. Ted is an experienced disaster recovery specialist and technical assistance provider with extensive knowledge of both state and federal regulations, including standard methods of closeout administration and the Stafford Act, the Disaster Recovery Reform Act of 2018, Title 44-Emergency Management and Assistance, the Sandy Recovery Improvement Act of 2013 and the National Flood Insurance Program (NFIP). The audit of an applicant's financial documentation when finalizing the closeout of Public Assistance FEMA Policy Worksheets for Hurricanes Katrina and Rita which devastated south Louisiana. As a Closeout Supervisor, Ted was tasked with the training and monitoring of a team of Closeout Specialist with an emphasis on production and accuracy for The Governor's Office of Homeland Security and Emergency Preparedness in the state of Louisiana. Worked extensively within the Louisiana Public Assistance program (LAPA). During this time Ted had worked closely with 15-20 sub-recipients during the final project closeouts.

### Professional and industry experience

Disaster Recovery Consultant, *Florida Division of Emergency Management Project*

— Performed 100% validation of project worksheets for Hurricane Matthew.
— Reviewed and analyzed all applicant supplied documentation to determine if all work was completed as written in the project worksheet.
— Reviewed contracts, bid proposals, Force Account Labor, Force Account Equipment, Direct Administrative Cost, Purchased Services, Purchase Materials and Mutual Agreement expenses to evaluate the validity of the cost incurred when compared to the written project worksheet.
— Documented all findings on the validation workbook.
— Worked in a team environment providing guidance for team members when evaluating the validation process. Utilized Excel and Florida PA in the validation process.

Senior Financial Analyst, *Postlethwaite & Netterville – Lafayette, LA*

- Working as a Closeout Specialist Supervisor for Public Assistance funding provided by FEMA for hurricanes Katrina and Rita.
- Trained new analysts according to corporate policies and procedures.
- Reconciled all documentation provided by the applicant concerning expenditures of each Project Worksheet.
- Reconcile Contract Work, Material, Rental Equipment, Force Account Equipment, Force Account Labor, Force Account Equipment documentation for a final Closeout workbook determination.
- Correspond with applicants and attorneys concerning required documentation for final project expenditures.
- Followed up with applicants to collect information and verify details.
- Scanned and uploaded final documentation as required by current policy and procedures. Working in a team environment providing guidance when evaluating a project worksheet.

Senior Financial Analyst, *Postlethwaite & Netterville – Lafayette, LA*

- Worked on the Restore Louisiana project to provide reimbursement funding to flooding victims for the August 2016 flood event.
- Provided QA guidance for the Pre-Construction side of the project.
- Worked with team members on the proper review procedures as set forth by the program Statement of Operations.
- Provided allocation to each team member based on available files and production. Provided daily reporting concerning production of each team member.

Senior Financial Analyst, *Postlethwaite & Netterville – Baton Rouge, LA*

- Provided guidance in preparing and submitting quality claims in a team environment. Providing comprehensive claim reviews as set forth by project guidelines.
- Managing each team member claim assignments.
- Training new project claim analysts in preparing, analyzing, and communication skills required to provide quality claims.
- Review claim submissions and apply criteria to determine completeness of required documentation.
- Analyzed Claimant financial records and apply methodology to value claims. Audit analysis of profit and loss statements, tax returns and other documentation to determine the effect of fixed and variable expenses, revenue and payroll fluctuations when reconciled to tax returns.
- Review claims to provide information to the claimant and other counsel outside the firm. Provided Quality Assurance (QA) reviews of completed claims to determine the accuracy and final determination as set forth by the Claims Administration guidelines.
- Analyzed statistical information to determine financial trends.

***Postlethwaite and Netterville***

***Start date:*** February 2013 ***End date:*** February 2020

**Relevant to RFQ's Category 2**

— Provide technical knowledge and experience to review and make recommendations to streamline grant management and fiscal management processes to help ensure accountability of funds and compliance with program regulations

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

**Reference information:**

***Contact person:*** [redacted] ***Phone:*** [redacted]

**Technical skills**

FloridaPA.org Portal, Financial analysis, Revenue trend analysis, Accounting Reconciliation




## Bob Wright

Tidal Basin Government Consulting, LLC
675 N. Washington Street, Su te 400
Alexandria, VA 22314

Tel [redacted]
Fax [redacted]
Cell [redacted]


### Function and specialization

— 404 HMGP
— 406 Hazard M tigation
— Alternative Procedures
— Appeals
— Closeout
— Cost Estimating Format (CEF)
— FEMA Individual Assistance
— FEMA Public Assistance
— Improved Projects
— Preliminary Damage Assessment
— Project Management
— PW Formulation
— PW Version
— PW Wr ting

### Representative clients

— State of Hawaii
— City of Key West, Florida
— City of San Jose, California
— New York State

### Education, licenses & certifications

— BS degree, business administration
— AAS degree, Airway Sciences

## Project Manager

### Background

Bob joined Tidal Basin after 25 years of military service. He has worked three federally declared disasters in New York State, assisting with Adjusters International's administration of the FEMA Public Assistance Program for the State, was deployed to Florida to assist Applicants in Monroe County, to Mississippi to assist Applicants in the aftermath of Hurricane Katrina, and to Louisiana to assist Applicants in Jefferson Parish. Bob worked as a consultant for the Village of Islands, Islamorada, Florida for federally declared disasters hurricanes Dennis, Katrina, Wilma, and Tropical Storm Rita. Bob retired from the Air National Guard as a Chief Master Sergeant. His broad knowledge and understanding of the FEMA Public Assistance program provided the basis for his technical writing. He is most recently published in Disaster Recovery Today where he authored the article, "Rebuilding Under the FEMA Public Assistance Program: Repair? Replace? Relocate?"

### Professional and industry experience

***State of Hawaii***

***Start date:*** 2014 ***End date:*** 2019

**Relevant to RFQ's Category 2**

— Bob was assigned to the State of Hawaii Emergency Management Agency, as a Senior State Representative, to assist subrecipients with their processing of their public assistance grants for the respective federally declared disasters. He was instrumental in assisting the Island of Kauai Water Department in obtaining FEMA's acceptance to replace roughly 400 feet of main waterline, one of six included in a single project report; thus raising the estimated cost for the entire project's scope of work to over $1 million, from the initial amount of $356K.

**Reference information:**

***Name:*** State of Hawaii
***Contact person:*** [redacted] ***Phone:*** [redacted]
***Address:*** [redacted]

***City of Key West, Florida***

***Start date:*** 10/2017 ***End date:*** Present

**Relevant to RFQ's Category 2**

— Bob was assigned to the City of Key West to assist with their recovery efforts from Hurricane Irma. Bob has been a valued asset to the City with the identification of eligible damaged facilities and has provided a detailed listing of projects, by category, and has produced

solid formulation of Category A through G project worksheets. There were twenty project reports produced with a net total of nearly $11 million. Bob is actively involved with large project reimbursement requests and assisting city leadership with closeout of large projects. Jefferson Parish, Louisiana

***City of San Jose, California***

**Relevant to RFQ's Category 2**

— Bob assisted the City of San Jose with their project identification and project formulation, being instrumental in providing input to suggest positive changes to the project worksheets initially written by FEMA staff. Bob also visited with City staff and provided a valuable training session regarding 2CFR and proper procurement of contracts.

***Town of Danville, California***

**Relevant to RFQ's Category 2**

— Bob assisted the Town of Danville with project identification and formulation to meet the requirements of the Public Assistance Program. Bob is currently assisting in the development of damage description and scope of work and has provided the Town with valuable input for the obligation of each project worksheet.

***Victor Valley Wastewater Reclamation Authority, Victorville, California***

**Relevant to RFQ's Category 2**

— Bob assisted the Victor Valley Wastewater Reclamation Authority with the closeout of two large projects. One large project was submitted for a final closeout cost of over $36millon and the second large project was submitted for a final closeout cost of over $8million. Bob was instrumental in developing a final cost tracking and supporting documentation mechanism; providing the state closeout specialist with a one-stop shop for both large projects.

***Union-Endicott Central School District***

**Relevant to RFQ's Category 2**

— During the first week of September 2011, the School District suffered record flooding after the remnants of Tropical Storm Lee caused the Susquehanna River to overflow its banks that abut school district property. The resulting flood left the entire athletic field complex under 14.5 feet of floodwater and roughly 5 inches of thick muddy silt once the waters receded. Bob is serving as Project Lead for this engagement. Damages are estimated at over 1.6 million dollars.

***New York State***

**Relevant to RFQ's Category 2**

— Bob was initially assigned to Orange County after a summer flood event that damaged a few of the County-owned facilities. Bob was responsible for accompanying a FEMA Building Assessment Team during multiple visits to the County Office Complex. Bob started the project coordination and formulation for all county facilities eligible public assistance funding.




## Greg Szymanski

Tidal Basin Government Consulting, LLC
675 N. Washington Street, Su te 400
Alexandria, VA 22314

Tel [redacted]
Fax [redacted]
Cell [redacted]


### Function and specialization

— 406 Hazard M tigation
— 428 Alternative Procedures
— Alternate Projects
— Appeals
— Cost Estimating Format (CEF)
— Closeout
— Disaster Planning
— FEMA Public Assistance
— Improved Projects
— Preliminary Damage Assessment
— Project Management
— PW Formulation
— PW Version
— PW Wr ting

### Representative clients

— State of Alaska
— Jefferson Parish, Louisiana
— New York State

### Education, licenses & certifications

— BS degree, electronics engineering

## Project Manager

### Background

Greg is a Senior Consultant and Project Manager, working positions of increasing responsibility in New York State prior to his deployment to Mississippi in 2005. Greg's experience with disaster recovery in New York State led to his positioning as Project Manager for Hancock County and the Mississippi State Port Authority in Mississippi, as well as Jefferson Parish in Louisiana, where, in the aftermath of Hurricane Katrina, projects have resulted in approximately $600 million in eligible FEMA obligations reimbursements for these Applicants. Greg is currently serving as the Engagement Manager and Senior Policy Advisor for Adjusters International's team deployed to work on behalf of Alaska in response to the Cook Inlet Earthquake.

### Professional and industry experience

***State of Alaska***

***Start date:*** 2011 ***End date:*** Present

**Relevant to RFQ's Category 2**

— As Tidal Basin's Project Manager supporting the State as Branch Chief, Greg currently serves as a policy advisor, guiding staff in day to day tasks. Greg coordinates and interacts with FEMA leadership to facilitate the recovery of State, Tribal, Non-Federal Government Agencies and eligible PnP's affected by the 7.0 earthquake that impacted the Anchorage area on November 30, 2018.Reference information:

***Name:*** State of Alaska
***Contact person:*** [redacted] ***Phone:*** [redacted]
***Address:*** [redacted]

***4332-DR-TX, Hurricane Harvey, Texas***
***4337-DR-FL, Hurricane Irma, Florida***

**Relevant to RFQ's Category 2**

— As an Engagement Manager and Policy Advisor, Greg provided executive leadership and subject matter specialty to 30 Texas and Florida sub-recipients, coordinating the response and recovery functions of more than 50 Tidal Basin team members. He helped to navigate FEMA's new Public Assistance program delivery model and implemented successful policies for improved recovery under Section 428 Alternative Procedures pilot program.

***Jefferson Parish, Louisiana***

**Relevant to RFQ's Category 2**

— Assisted and guided Jefferson Parish in Southeast Louisiana through the immense recovery process following Hurricanes Katrina, Gustav, Ike, Isaac and Tropical Storm Lee. Greg verified FEMA determinations of eligibility and reviewing Project Worksheets for accuracy and improved Applicant reimbursement for all disaster-incurred costs. Additionally, he wrote and submitted on behalf of the applicant, position papers and official appeals when ineligible work determinations had been made in error by FEMA and could not be resolved at the local level. To date there have been 393 Project Worksheets written resulting in approximately $246 million in obligated funds for Hurricane Katrina, 122 Project Worksheets written resulting in approximately $20 million in obligated funds for Hurricane Gustav, and 19 Project Worksheets written resulting in approximately $5.5 million in obligated funds for Hurricane Ike.

***New York State***

**Relevant to RFQ's Category 2**

— As Deputy Project Manager, Greg oversaw recovery operations for disaster 1650, declared in New York State on July 1, 2006. Twenty counties were included in the federal declaration. The Tidal Basin consultants wrote over 4,700 Project Worksheets, totaling over $250 million in damages including $27 million in mitigation projects.

***Hancock County, MS***

**Relevant to RFQ's Category 2**

— While working for Hancock County as a Public Assistance Consultant and Project Manager, Greg assessed more than 50 heavily damaged buildings, recreation parks, public beaches, piers and marinas. He verified FEMA determinations of eligibility and reviewed Project Worksheets for accuracy and improved Applicant reimbursement for all disaster-incurred costs.

***Gulfport, MS***

**Relevant to RFQ's Category 2**

— As Project Manager/Senior Consultant, Greg assisted the Mississippi State Port Authority (MSPA) in Gulfport, Mississippi, with the FEMA Public Assistance Program. Greg coordinated an estimated $120 million in disaster-related damage at this site. He compiled more than 60 Project Worksheets for infrastructure damage that included destroyed warehouses, port offices, comfort stations, piers, wharfs, railways, catwalks, fender systems, high mast lighting systems and a commercial small craft harbor.




## Ryan E. Coco

*Director*

KPMG LLP
345 Park Avenue
New York, NY 10154

Tel [redacted]
Fax [redacted]
Cell [redacted]


### Function and specialization

Ryan is a member of the Major Projects Advisory practice specializing in Real Estate and Construction.

### Representative clients

- New York City Department of Investigations
- New York City Economic Development Corporation
- New Jersey Department of Treasury
- New York City School Construction Authority
- New York City Metropolitan Transportation Authority

### Professional associations

- Member, Association of Certified Fraud Examiners
- Member, Institute of Electrical and Electronic Engineers
- Member, Power and Energy Society
- Member, Project Management Institute

### Education, licenses & certifications

- BS degree, Villanova University
- Licensed—Professional Engineering New York and Florida
- Licensed Home Inspector
- Certified Project Management Professional

## Program Manager

### Background

Ryan is a director in the KPMG Major Projects Advisory practice with more than 19 years of construction consulting experience. He Is a Licensed Professional Engineer and a Licensed Home Inspector. Ryan has a strong construction background with experience in many areas throughout the construction project lifecycle including planning, design, procurement, contract administration, and project controls. Some of the industries that Ryan has construction experience include state and local government, financial sector, higher education, hospitals, transportation, life sciences and heavy industrial structures.

### Professional and industry experience

Ryan has significant experience in the construction consulting industry where he has provided various construction services that include disaster recovery monitoring, resiliency planning, design, construction management, estimating, construction project oversight, contract compliance and cost recovery analyses, capital construction program evaluations, construction project reviews, program and project controls assessments, and construction internal audit services.

***NYC Department of Investigations***

***Start date:*** July 2013 ***End date:*** June 2020

**Relevant to RFQ's Category 3**

- Ryan is currently leading a project where KPMG was engaged by the NYC Department of Investigations to act as integrity Monitor for the NYC Build it Back (BIB) Program. This $2.3 billion CDBG-DR HUD funded program allows for residents with homes damaged by Super Storm Sandy to apply for repair, elevation, rebuilding, buyout and reimbursement for costs of work already performed. He is managing a team of engineers and forensics investigators acting as the Programs Integrity Monitor. The team is responsible for assessing program guidelines, identifying gaps and monitoring compliance in all areas of the Program, some of which include in-take, project eligibility, duplication of benefits monitoring, scoping and estimating, reimbursement, unit pricing, award determination, construction management, quality inspections, permitting, and project close-out.

**Reference information:**

***Name: NYC Department of Investigation, Inspector General***

***Contact person:*** [redacted] ***Phone:*** [redacted]

***Address:*** [redacted]

***New York City Economic Development Corporation (NYCEDC)***

***Start date:*** November 2013 ***End date:*** June 2014

**Relevant to RFQ's Category 3**

— Ryan served as manager and construction subject matter professional assisting New York City Economic Development Corporation (NYCEDC) with the planning, design and development of a program management office (PMO) related to their Business Resiliency Investment Program (BRIP). The BRIP was a $150 million program funded through HUD Community Development Block Grant Disaster Recovery. The three phases of our assistance to the program are: (1) Assisting with refining the BRIP design to address policy, procedures, systems and methodologies, (2) The team leveraged leading PMO practices from other successful projects to help establish processes, controls, reporting and tracking tools and templates based on the BRIP's goals and objectives, government policies and standards; and (3) developed an RFP to select a Program Management Office vendor. Ryan's deep construction experience, project management background and understand of other disaster related programs was leveraged significantly throughout the delivery of this engagement.

**Reference information:**

***To be provided upon request***

***NYC Rapid Repairs Program***

***Start date: November 2012*** ***End date: June 2013***

**Relevant to RFQ's Category 3**

— Ryan leads a team of investigators and engineers acting as Integrity Monitors for New York City's Rapid Repairs Program, a $500 million FEMA funded program. The NYC Rapid Repairs Program was a free program to assist residential homeowners impacted by Super Storm Sandy. The objective of the program was to restore heat, hot water, electrical and repair weather exposures to homes devastated by the Storm. As Integrity Monitor, KPMG monitored the work of the construction contractors and their subcontractors performing repairs and monitored and investigated allegations of fraud by other parties in connection with the program. As part of this review, Ryan lead the day to day activity of the field teams which assessed program and contract compliance, quality of work, safety, code compliance, close-out documentation, and whether the billings were in accordance with the program guidelines and accurately reflected the work completed in the field.

**Reference information:**

***Name: NYC Department of Investigation, Inspector General***

***Contact person:*** [redacted] ***Phone:*** [redacted]

***Address:*** [redacted]

### *New York City Metropolitan Transportation Authority*

***Start date: January 2016*** ***End date: July 2017***

**Relevant to RFQ's Category 3**

— Ryan lead an independent Integrity Monitorship for the New York City Metropolitan Transportation Authority (MTA) related to the Federal Transit Administration's (FTA) Emergency Relief Program for Recovery of Hurricane Sandy Project. The objective of the review was to assess New York City Transit's controls and administration of the Buy America program and specifically review compliance on an FTA-funded rehabilitation project.

**Reference information:**

***To be provided upon request***

### *New Jersey Department of Treasury*

***Start date: January 2014*** ***End date: Present***

**Relevant to RFQ's Category 3**

— Ryan managed multiple integrity monitorships on behalf of the New Jersey Department of Treasury including the reconstruction of the Atlantic Highlands Harbor Marina and Piers and Middlesex County Utility Authority Sayreville and Edison Pumping Stations. As part of these reviews, Ryan managed a team of investigators and engineers assessing overall project integrity, contract compliance, adherence to federal, state and local regulation and codes, project quality, and construction deliverables.

**Reference information:**

***Reference not available for NJ Treasury***

### *Multi-National Design Firm*

***Start date: May 2003*** ***Start date: October 2007***

**Relevant to RFQ's Category 3**

— Ryan was a project engineer for a multi-national bridge design firm. On numerous projects he was the lead design engineer, coordinating and producing many components of a construction project that include cost estimating, design calculations, plans,

scheduling, and specifications. Ryan was the liaison between clients, contractors, sub-consultants, vendors, marketing personnel, and many engineering disciplines. He also provided on-site surveying, inspections, and construction support services on movable bridges and heavy movable structures.

**Reference information:**

***To be provided upon request***

***Full-Service Multi-Disciplined Consulting Engineering Firm***

***Start date: June 2000*** ***End date: January 2002***

**Relevant to RFQ's Category 3**

— As an electrical engineer at a full-service multi-discipline consulting engineering firm, Ryan conducted on-site surveying and inspections as well as designed numerous electrical systems that were implemented on schools, colleges, libraries, correctional/judicial facilities, municipalities, office buildings, and waste water treatment plants. Ryan worked with energy management and conservation, lighting and power distribution, control systems and emergency power systems.

**Reference information:**

***Previous Employer – to be provided upon request***




## Joseph Zarou

*Senior Associate*

KPMG LLP
345 Park Avenue
New York, NY 10154

Tel [redacted]
Fax [redacted]
Cell [redacted]


### Function and specialization

Joseph is a member of the Forensics – Investigations, Disputes, Compliance practice.

### Representative clients

- [redacted]
- [redacted]

### Professional associations

- Member, American Inst tute of Certified Public Accounts
- Member, Association of Cert fied Fraud Examiners

### Education, licenses & certifications

- BS degree, accountancy, Management Information Systems, Villanova Univers ty
- Licensed CPA—New York
- Certified Fraud Examiner

## Supervisory/Senior Consultant

### Background

Joseph is a Senior Associate in the KPMG U.S. Forensics Advisory Services practice. He has more than six years of experience providing a variety of consulting services to clients across multiple industries.

Joseph assists clients in identifying, mitigating, and responding to risk. While he serves clients in a variety of industries, his primary focus is financial services and healthcare and life sciences.

### Professional and industry experience

- Prevention, detection and investigation of fraud and misconduct
- Forensic accounting and all specialty accounting services

[redacted]

***Start date:*** December 2019 ***End date:*** July 2020

**Relevant to RFQ's Category 3**

- Conducted fraud risk assessment evaluating risks and controls in place among multiple business units with key stakeholders
- Interviewed personnel to determine whether adequate controls where in place to address the risk exposure in an efficient manner
- Promoted cooperation and communication between the division stakeholders and the financial crimes team

**Reference information:**

***Name:*** [redacted]
***Contact person:*** ***Phone:*** [redacted]
***Address:*** [redacted]

[redacted]

***Start date:*** April 2019 ***End date:*** Current

**Relevant to RFQ's Category 3**

- Investigated fraud and misconduct pursuant allegations of vendor overbilling for services rendered
- Collected data and reviewed specific files to determine if fees were incurred at the proper rate in compliance with contractual terms
- Followed up with questions to third party under investigation regarding specific billing decisions and contractual deviations

**Reference information:**

***Name:*** [redacted]
***Contact person:*** ***Phone:*** [redacted]
***Address:*** [redacted]




## Kevin J. Max

*Principal*

KPMG LLP
345 Park Avenue
New York, NY 10154

Tel [redacted]
Fax [redacted]
Cell [redacted]


### Function and specialization

Kevin is a principal in the KPMG Major Project Advisory practice where he specializes in providing construction advisory services.

### Professional associations

- Member, American Society of Civil Engineers
- Member, Association for the Advancement of Cost Engineers International
- Member, Association of Certified Fraud Examiners
- Member, Project Management Institute
- Member, Structural Engineering Institute

### Education, licenses & certifications

- MBA degree, finance, Rutgers Graduate School of Management
- BE degree, civil and environmental engineering, Rutgers College of Engineering
- Certified Fraud Examiner
- Certified Professional Project Manager

## Subject Matter Professional

### Background

Kevin is a principal in the KPMG Major Projects Advisory practice. A licensed professional engineer, he has 20 years of diverse construction industry experience. Kevin's professional résumé is highlighted by extensive civil engineering and construction management experience and consulting credentials in the areas of integrity monitoring, construction project management, contract administration and compliance, and project auditing. He has advised clients on a wide variety of large public infrastructure projects. Most recently, Kevin has specialized in development of project management processes and controls and the oversight and monitoring of construction projects and recovery efforts. He is a Certified Fraud Examiner and a Certified PMP.

### Professional and industry experience

#### *NYC Department of Investigations*

***Start date:*** July 2013 ***End date:*** June 2020

**Relevant to RFQ's Category 3**

— KPMG currently serves as Integrity Monitor selected by the NYC Department of Investigation for a construction firm providing post Hurricane Sandy home repairs through the City's $1.5 billion US Housing and Urban Development funded Build It Back Program. The program funds rehabilitation or reconstruction of homes; reimbursement for repair work already carried out; and acquisition of homes. KPMG was engaged to help deter acts of fraud, investigate instances of contractor/subcontractor waste and abuse, and provide various analyses around potential contractor overbilling to the City.

**Reference information:**

***Name: NYC Department of Investigation, Inspector General***

***Contact person:*** [redacted] ***Phone:*** [redacted]

***Address:*** [redacted]

#### *New York City Economic Development Corporation (NYCEDC)*

***Start date:*** November 2013 ***End date:*** June 2014

**Relevant to RFQ's Category 3**

— KPMG was engaged by economic development authority of a major metropolitan city to review the construction change order approval process. The existing process was inefficient and resulted in delayed approvals and risk exposure on significant development projects. KPMG provided recommendations to improve the change management process including the responsibilities of involved

stakeholders, department approval timeframes, change tracking and estimating processes.

**Reference information:**

***To be provided upon request***

### *NYC Rapid Repairs Program*

***Start date: November 2012*** ***End date: June 2013***

**Relevant to RFQ's Category 3**

— Kevin led a team of investigators and engineers acting as Integrity Monitors for New York City's Rapid Repairs Program, a $500 million FEMA funded program. The NYC Rapid Repairs Program was a free program to assist residential homeowners impacted by Super Storm Sandy. The objective of the program was to restore heat, hot water, electrical and repair weather exposures to homes devastated by the Storm. As Integrity Monitor, KPMG monitored the work of the construction contractors and their subcontractors performing repairs and monitored and investigated allegations of fraud by other parties in connection with the program. Reference information:

***Name: NYC Department of Investigation, Inspector General***

***Contact person:*** [redacted] ***Phone:*** [redacted]

***Address:*** [redacted]

### *New York City Metropolitan Transportation Authority*

***Start date: January 2016*** ***End date: July 2017***

**Relevant to RFQ's Category 3**

— In the aftermath of Super Storm Sandy, the Federal Transit Administration (FTA) provided grant assistance to the Metropolitan Transportation Authority (MTA) to protect, repair, or replace damaged assets. The Office of the Inspector General engaged KPMG for the assistance of an Integrity Monitor to assess NYC Transit's controls and administration of the FTA Buy America provisions through the review two construction contracts. KPMG's provided monitoring services to mitigate the risks of non-compliance with federal requirements on the two FTA funded projects. KPMG evaluated NYCT's Buy America Program against applicable federal requirements for controls and compliance; evaluated two identified contracts in accordance with FTA requirements; identified all materials subject to Buy America requirements purchased for both contracts and determined if the procured items meet the requirements of the provisions; and determined the actual source of

all materials and tested that procurement meets the requirements of the provision.

**Reference information:**

***To be provided upon request***

***New Jersey Department of Treasury***

***Start date: January 2014*** ***End date: Present***

**Relevant to RFQ's Category 3**

— KPMG was engaged by the New Jersey Department of Treasury to provide integrity oversight and anti-fraud monitoring for the Atlantic Highlands Harbor Marina and Piers ("Borough"). KPMG reviewed the Borough's financial and administrative functions to assess compliance with grant/assistance program guidelines, procurement rules, and reporting requirements.

— KPMG was engaged by the New Jersey Department of Treasury to provide integrity oversight and anti-fraud monitoring of the Middlesex County Utility Authority Pumping Station Projects. As part of this review, KPMG reviewed and evaluated Middlesex County's financial and administrative functions for the contract ensuring for compliance with grant/assistance program guidelines, procurement rules, and reporting requirements. KPMG assessed whether payments were disbursed consistently with applicable directives and whether construction contract deliverables were provided, and within acceptable timeframes. Areas of specific focus included grant compliance, contract compliance, payment requisitions, change orders, cash inflows/outflows, travel/meals and entertainment, payroll, subcontractor approvals, licensing and permitting.

**Reference information:**

***Reference not available for NJ Treasury***




## Kelly L. Donovan

*Managing Director*

KMPG LLP
345 Park Avenue
New York, NY 10154

Tel [redacted]
Fax [redacted]
Cell [redacted]


### Function and Specialization

Kelly specializes in fraud, misconduct and regulatory investigations, fraud risk management, leading practices and internal controls, compliance and mon toring services in public and private sectors.

### Professional Associations

- Member of the International Association of Independent Corporate Mon tors
- NYC Professional Women in Construction
- New York C ty Bar Association
- Board of Visitors, Columbus School of Law, Catholic Univers ty of America
- Lawyer's Comm ttee, Inner City Scholarsh p Fund, Archdiocese of New York

### Education, Licenses & Certifications

- Juris Doctor, Catholic University of America
- BA degree, Boston College
- Licensed Attorney, New York
- Admitted to Practice, Supreme Court of the State of New York

**Subject Matter Professional**

### Background

Kelly is a Managing Director in the New York City office of the KPMG U.S. Advisory Services, Risk Consulting practice.

As a member of the KPMG Forensic Investigations & Disputes Network and State & Local team, Kelly conducts state and national misconduct and fraud investigations, helps assess, design and implement regulatory compliance programs and provides fraud and risk management to public and private clients.

### Professional and Industry Experience

Prior to joining KPMG, Kelly was the Executive Deputy Attorney General for Criminal Justice in the New York State Attorney General's Office, and was responsible for all investigations, prosecutions and settlements involving the Criminal Division's five main bureaus – Financial Crimes, Public Integrity, Organized Crime Task Force, Taxpayer Protection and the Medicaid Fraud Control Unit. She served on the Justice Task Force and the New York State District Attorney Association's Best Practice Committee. During this time, she also served as Counsel to the Moreland Commission on Public Corruption. She previously served as Chief of Investigations for the NYS Attorney General's Medicaid Fraud Control Unit, where led investigations into among other things, financial fraud and patient neglect by nursing home providers, large scale illegal drug buy back schemes, over-prescribing and sale of opioid prescriptions, false claims acts and patient protection matters.

Prior to serving in the Attorney General's office, Kelly was the first deputy Inspector General in the office of the New York State Inspector General, where she led investigations and issued reports into misconduct, fraud and waste involving public authorities, contractors, and vendors, in more than 150 NY State agencies, comprising nearly 200,000 State employees. Previously, Kelly served as senior Investigative Counsel and Deputy Bureau Chief of the Labor Racketeering Unit in the New York County District Attorney's Office, which she joined in 1993.

Kelly's currently serves as Lead Engagement Partner on the following engagements:

- Kelly is providing on-going vendor due diligence and third party risk for a global technology firm.
- Manages a third party annual financial reporting and ethics program for a large international government agency.
- Provides forensic audit and investigative services to a State agency regarding securities fraud schemes.
- Assists two global corporate clients and outside counsel with forensic audit services and litigation support.
- Assisted a law enforcement agency conduct an internal controls review and establish policies and procedures.

***Department of Law, City of New York***

***Start date:*** March 2017 ***End date:*** November 2019

**Relevant to RFQ's Category 1, 2, 3**

— Working for the City of New York, she supervised a team conducting a forensic review of childcare services and related payments. Having uncovered payment irregularities and compliance failures, she presented findings to the City, its agencies and the targets of the investigation to seek restitution and civil settlements.

**Reference information:**

***Name:*** NYC Department of Law

***Contact person:*** [redacted] ***Phone:*** [redacted]

***Address:*** [redacted]




## Jeffrey J. Thomas

*Director*

KPMG LLP
909 Poydras St., Su te 2900
New Orleans, LA 70130

Tel [redacted]
Fax [redacted]
Cell [redacted]


### Function and specialization

Jeffrey is a director in KPMG's Advisory practice. Domains within which is he is a specialist include:

- Administrative Law, Rulemaking & Compliance
- Corporate Social Respons bility
- Disaster Recovery Management & Resilience
- Environmental & Natural Resource Law & Policy
- Land Acquisition & Real Estate Development
- Public-Private Financing & Partnersh ps
- State & Federal Elections Law and Mon toring
- Sustainability Strategies
- Water Util ty Management

### Representative clients

- City of New Orleans (pre-hire)
- Florida Department of Emergency Management
- Nassau County (NY) (pre-hire)
- State of Louisiana (pre-hire)
- State of New Jersey (pre-hire)

### Professional associations

- Member, Louisiana Bar Association

### Education, licenses & certifications

- Juris Doctor, Tulane Law School
- BS degree, biology/secondary education, Millersville University
- Licensed Attorney

## Subject Matter Professional

### Background

Jeffrey is a director in the KPMG New Orleans office. He possesses more than twenty years of experience in the public and private sector centered on crafting innovative and practical solutions at the intersection of law, governance, and performance.

### Professional and industry experience

Jeffrey's experience includes substantive program and grant management experience related to the use of a wide array of federal monies used by state government, including the coordinated use of CARES Act FEMA, and federal funding for COVID-19 response and recovery. In particular, he was selected to lead KPMG's COVID-19 national response and strategy and is currently overseeing pandemic funding risk assessment and management initiatives for multiple state and local government clients. Jeffrey also possesses relevant hands-on technical knowledge with helping government clients streamline program and grant management structures and related governance for long-term crisis response and disaster recovery.

***State of Georgia - COVID-19 Related Program & Grant Management Experience***

***Start date: May 2020*** ***End date: Current***

**Relevant to RFQ's Category 2**

- Assisting the State of Georgia in building a grant management solution to allocate and monitor Coronavirus Relief Funds (CRF) to local units of government and other eligible parties. Consultation focuses advising Georgia on how to structure its grant management and monitoring platform and related processes to integrate US Treasury rules and guidance for CRF use eligibility and other applicable federal regulations, including 2 CFR § 200 et. seq.

**Reference information:**

***Name:*** State of Georgia

***Contact person:*** [redacted] ***Phone:*** [redacted]
***Email:*** [redacted]

***Address:*** shanel@grantcare.com

***Loudoun County (VA) - COVID-19 Related Program & Grant Management Experience Loudoun County (VA)***

***Start date: July 2020*** ***End date: Current***

**Relevant to RFQ's Category 2**

- Advising Loudoun County (VA) in the coordination and deployment of multiple federal COVID-19 funding sources, including CRF, FEMA

Public Assistance (PA), and HUD pandemic funding. Consultation includes advising on program design, use eligibility, and organizational structures to manage and document applied grant monies to address compliance and financial accountability needs.

**Reference information:**

***Name:*** Loudoun County, VA

***Contact person***: [redacted]

***Phone:*** [redacted]
***Email:*** [redacted]

***Address***: [redacted]

***State of South Carolina Department of Commerce - COVID-19 Economic Impact Assessment & Federal Funding Gap Analysis***

***Start date: April 2020*** ***End date: Current***

**Relevant to RFQ's Category 2**

— Supervised an economic vulnerability and needs assessment for the State of South Carolina Department of Commerce focused on COVID-19 impacts to key market sectors, facilitated strategic framework sessions to conceptualize proposed recovery programs and policies and conducted related funding gap analyses.

**Reference information:**

***Name:*** State of South Carolina Department of Commerce

***Contact person:*** [redacted]

***Phone:*** [redacted]
***Email:*** [redacted]

***Address:*** [redacted]

***Louisiana Office of Community Development - Grant Based Regulatory Compliance Counseling***

***Start date: October 2015*** ***End date: October 2018***

**Relevant to RFQ's Category 2**

— Designed program implementation and community governance frameworks, paired with regulatory compliance protocols use by a

state client to leverage HUD CDBG-DR funding to create a process for voluntarily resettling a flood-prone community. (Pre-KPMG)

**Reference information:**

***Name:*** Louisiana Office of Community Development

***Contact person:*** [redacted] ***Phone:*** [redacted]
***Email:*** [redacted]

***Address:***
[redacted]

***New Orleans Office of Recovery & Development - Grant Funded Policy and Program Design & Management***

***Start date: January 2007*** ***End date: October 2009***

**Relevant to RFQ's Category 2**

— Supervised enactment of funding applications, implementation guidelines, and the development of policies and programs to leverage over $400 million in HUD CDBG-DR funding for infrastructure, planning, commercial revitalization, and housing related disaster recovery investments. (Pre-KPMG)

**Reference information:**

***Name:*** New Orleans Office of Recovery & Development

***Contact person:*** [redacted] ***Phone:*** [redacted]
***Email:*** [redacted]

***Address:*** NA

**Publications and speaking engagements**

— Thomas, Jeffrey J. 2017, Oct. 8. "New Orleans is the Canary in the Coal Mine for Coastal Cities." http://www.cnn.com/2017/10/08/opinions/new-orleans-lessons-other-hurricane-cities-thomas/index.html

— Fields, W., Thomas, J., Wagner, J. Living with Water in the Era of Climate Change: Lessons from the Lafitte Greenway in Post-Katrina New Orleans. Journal of Planning Education and Research, JPER-2015-059.R2, May 2016.

— DeWeese, James, Jeffrey J. Thomas. Reimaging New Orleans Post-Katrina: A Case Study in Using Disaster Recovery Funds to Rebuild More Resiliently. Georgetown Climate Center, August 2015.

— Jeffrey J. Thomas, Abating Katrina's Second Wave: A Strategy for Using Code Enforcement to Target Unoccupied Nuisance and Blighted Property in Post-Disaster New Orleans. 53 Loy. L. Rev. 839 (Winter 2007).

- Stephen Stec et al., The Århus Convention: An Implementation Guide. UN/ Economic Commission for Europe Convention on Access to Information, Public Participation in Decision-Making and Access to Justice in Environmental Matters, United Nations Publications (New York & Geneva, 2000). (Contributing Writer)
- "Moving the Town: Legal, Policy & Planning Challenges in Resettling Communities as the Climate Changes." Louisiana Coastal Law Seminar (March 2019)
- "Emerging Law & Policy Issues Related to Disaster Resilience and Recovery Management." New Orleans Bar Association (December 2016)
- "Urban Resilience through Green and Blue Infrastructure: Governance Opportunities and Limitations." American Society for Public Administration (March 2016)
- National Disaster Resilience Academy, Law & Policy Advisor. Rockefeller Foundation (July 2015)



## Wiley Ross Ashley, III

*Assistant Administrator, Grant Programs*

**Function and specialization**

Advisory and Aud t for Federal, State, and Local Government Clients

**Representative clients**

- [redacted]
- Broward Sheriffs Office
- Monroe Sheriffs Office
- Brevard County Sher ffs Office
- FDLE
- DHSMV
- State of Oregon
- State of Arkansas
- DC Metro Area
- Alberta Public Safety Network
- CA DOJ
- San Diego ARJIS

**Education, licenses & certifications**

- MS degree, 1994, Strategic Intelligence, Joint Military Intelligence College
- BA degree, 1989, International Studies, George Mason Univers ty
- Academy of Military Science, Distinguished Graduate
- Combat Survival School
- Water Survival School
- Tactical Electronic Combat Intelligence Course
- Target Intelligence Technical School
- USAF Basic Military Training

**Subject Matter Professional**

### Background

A corporate executive, senior federal official and retired National Guard officer with over 30 years' experience in Public Safety and Emergency Management. Unanimously confirmed by the United States Senate in 2007 as the Assistant Administrator for FEMA's Grant Programs Directorate. Transformed a very volatile organization with low morale and delayed results into an outcome driven and customer focused service meeting all congressionally mandated statutory deadlines. Founded The Templar Corporation in February of 2000 in order to provide real time information sharing solutions to public safety and security clients throughout the United States and Canada. Developed some of the first information sharing applications on Florida's CJ-NET including the Driver's License Image Retrieval System (DLIRS) and the state-wide criminal intelligence sharing platform (FOCUS). Started with KPMG in May 2020 and is currently KPMG's national solution relationship developer for Crisis Planning.

### Professional and industry experience (Prior to KPMG)

***Federal Emergency Management Agency, Assistant Administrator***

***Start date:*** ***Dec 2007*** ***End date:*** ***Aug 2009***

**Relevant to RFQ's Category 2**

Served as one of five Senate Confirmed positions within the Federal Emergency Management Agency (FEMA). Responsible for managing portfolios exceeding $10 billion annually in federal financial assistance for both preparedness and disaster accounts. Asked to assume the position in order to bring business acumen, accountability and diverse stakeholder engagement to the organization following Katrina and the passing the Implementing Recommendations of the 9/11 Commission Act of 2007. Transformed an organization consistently late in meeting grant deadlines to one that continues to this day to meet all statutory timeline requirements. Instilled a process of stakeholder engagement that helped ensure that professional organizations and governments at all levels had a part in the development of grant guidance. Executive oversight responsibilities for 53 total grant programs and directly managed 19 preparedness grant programs that required coordination for missions across all of homeland security including transit, port, border and others.

***Accomplishments:***

- Developed a stakeholder process for grant guidance that included State, local, tribal and federal priorities.
- Managed three successful grant guidance roll out cycles for the Secretary and the Administrator and met each statutory defined benchmark.

— Developed and began implementation of a cost-to-capability mechanism to measure the contribution grant programs have on homeland security capabilities.

***Scientific Research Corporation, Senior Consultant***

***Start date:*** ***Mar 2007*** ***End date:*** ***Sep 2007***

**Relevant to RFQ's Category 2**

— Provided senior level research policy to the National Institute of Justice specifically in the areas of interoperability policy and governance.

— Subject matter specialist on interoperability and information sharing policy and governance for NIJ technology investment group.

***Payfone, Inc., Vice President Government Affairs & Federal Markets***

***Start date:*** ***Jan 2017*** ***End date:*** ***Oct 2018***

**Relevant to RFQ's Category 2**

Leads all government affairs activities, including legislative and executive branch engagement, as well as manage external government affairs resources. In addition, lead and accountable for the transition of demonstrated risk management and identity management products and solutions from financial and insurance industries into the federal market.

***Accomplishments:***

— Negotiated partnership with a leading government affairs and communications firm to represent Payfone's interest in Washington, DC.

— Developed and leading the government affairs action plans to include engagement with legislative, regulatory, executive and trade association stakeholders.

***National Fusion Center Association, Executive Director***

***Start date:*** ***Oct 2009*** ***End date:*** ***Oct 2015***

**Relevant to RFQ's Category 2**

Coordinated with Directors across the Fusion Center Network and with Federal Agency partners to establish the National Fusion Center Association (NFCA) as a 501c(6) organization. Continuously working to develop and mature an all-volunteer organization representing the collective interests of the National Network of Fusion Centers. Providing leadership in key areas such as managing the development of the National Strategy for the National Network of Fusion Centers 2014-2017. Responsible for the daily interaction and coordination across all levels of government for a diverse set of Homeland Security and Public Safety

initiatives. Represent the National Network of Fusion Centers as a member of the Criminal Intelligence Coordinating Council (CICC).

***Accomplishments:***

- Grew the annual training event over a four year period to over 500 participants and secured key note addresses from the FBI Director and Secretary of Homeland Security.
- Led the successful development of the National Strategy for the National Network of Fusion Centers. Process included managing a diverse set of stakeholders across the public safety and emergence management spectrum and across all levels of government.
- Successfully integrated a diverse set of new partners to include the Public Health and Private Sectors into the annual national fusion center training event.

***National Children's Center, Inc., Chief Executive Officer***

***Start date:*** ***Jan 2006*** ***End date:*** ***Apr 2007***

**Relevant to RFQ's Category 2**

- Provide direction and leadership of the District of Columbia's largest non-profit provider of services to individuals with developmental disabilities.
- Responsible for helping ensure individuals had every opportunity to learn, grow, work, live and thrive in our community though a variety of programs and services.
- Established a new all-inclusive budget process for NCC incorporating input from all levels and helped ensure that those directly delivering the quality services had the largest voice in the process.
- Realigned the strategic leadership team and integrated the position of Chief Operating Officer into the organization.
- Transformed NCC into a truly responsible corporate partner within the communities where we provided services by being and active participant in ANC, other neighborhood associations and the Non Profit Roundtable of Greater Washington.
- Created "Dinner with the CEO" nights to expand the nutritional experiences of our clients and staff.
- Established a culture of quality and philanthropy throughout all levels of NCC.




## Michelle Collier

*Senior Recovery Manager*

Carlisle Thompson, LLC
Luling, LA

Tel [redacted]


### Representative clients

- Riccelli Enterprises
- Greater St. Stephens Church

### Education, licenses & certifications

- Master of Science, Management
- University of New Orleans
- Bachelor of Arts in Education, University of Southeastern Louisiana
- ESL Certification, Univers ty of Southeastern Louisiana

**Subject Matter Professional**

### Background

Experience in planning, directing and managing projects to completion while meeting budgets and time constraints with a history of financial profitability. Results oriented manager with 25+ years working within diverse cross-cultural backgrounds in a variety of conditions. Strong leader with demonstrated success in motivating personnel, engaging interest in projects, and solving complex problems while multitasking independently.

### Professional and industry experience

Disaster Recovery Consultant, *Florida Division of Emergency Management Project*

- Performing quality assurance reviews on PW obligations and large project reimbursements
- Relaying guidance and insight to review teams on project issues, scope reconciliations, and regulatory requirements
- Researching programmatic policy and providing technical experience to contract leads and program director as needed

Project Manager/ Owner, MCDS, LLC Management Consulting and Documentation Services, *Greater St. Stephens Church, New Orleans, LA*

- Provided project, program and construction management for capital improvement projects and FEMA reimbursement process helping ensure proper use and application of federal and state funds.
- Provided back up documentation for revision of Project Worksheets.
- Reviewed eligibility issues and developed justifications for presentation.
- Helped ensure eligible damages identified with cost estimates for presentation to agencies for reimbursements helping ensure compliance with applicable regulations.

Health and Safety Manager/Project Manager, *Riccelli Enterprises/ The Sandi Group*

- Logistics for Emergency mobilization, management and demobilization of $300 million and 15 million tons of materials.
- Logistical Management for emergency snow, sanitary sewer, construction and demolition debris, shredded debris and contaminated dirt removal and transport operations, operating on a 24-hour/7-day-a-week basis including emergency residential response.
- Managed 350 subcontractors including backhauls to help ensure profitability, customer needs and on-time deliverables.

- Monitored quality assurance, health, safety and environmental requirements. Maintained compliances from engineers, EPA, DEQ and DOT, to include local police and fire departments.
- Managed budgets to influence financial profitability. Initiated, facilitated and lead project reviews and status meetings with executive management and clients. Developed logs, records, certifications, reports, invoicing, tickets and appropriate documentation for project deliverables for accountability to help ensure eligibility and reimbursement for public assistance and private projects.
- Designed, developed and evaluated materials for health and safety, policies, and procedures.
- Implemented training sessions for field personnel.
- Identified and Generated new business, forecasted scope, sequence, cost and duration of future projects for profitability and bidding. Reviewed drawings, specifications, site locations and construction regulations and attended pre-bid meetings.
- Researched and analyzed cost influencing factors. Take offs, calculated cost summaries and created project schedule. Prepared and submit bid proposals. Cultivated and developed vendor and subcontractor relationships.

***Riccelli Enterprises***

***Start date:*** September 2005 ***End date:*** March 2018

**Relevant to RFQ's Category 2**

- 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
- Provide tools to be used by Using Agencies for the assessment of the performance of the financial transaction processes
- Provide and\or identify training for staff in the area of detection and prevention of fraud, waste and abuse

**Reference information:**

***Contact person:*** [redacted] ***Phone:*** [redacted]

***Address:*** [redacted]

***Greater St. Stephens Church***

***Start date:*** August 2013 ***End date:*** December 2018

**Relevant to RFQ's Category 2**

— Help ensure compliance with all applicable Federal and State accounting and financial reporting requirements

**Reference information:**

***Contact person:*** [redacted] ***Phone:*** [redacted]

***Address:*** [redacted]

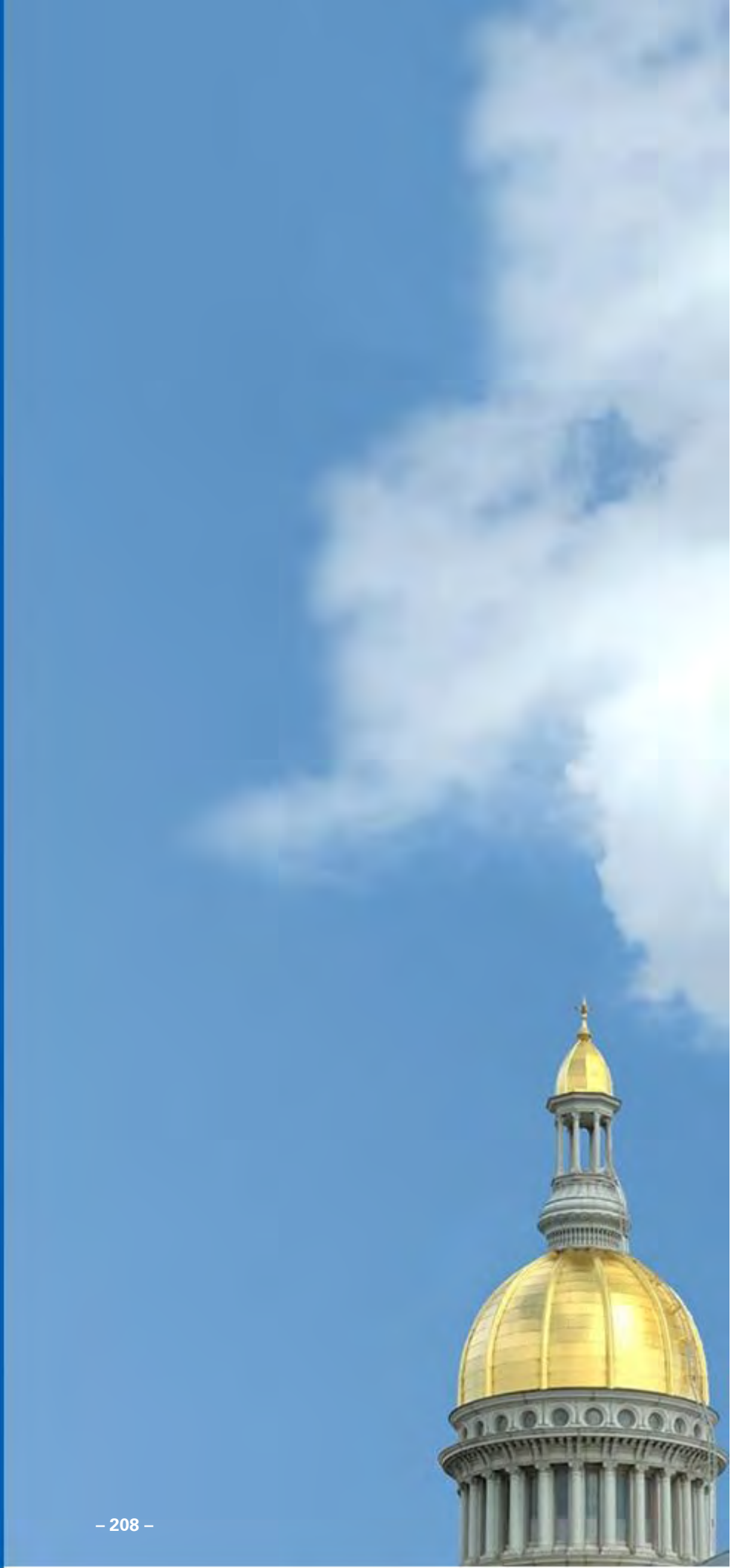
**Technical skills**

— FloridaPA.org Portal

— Project Management

— Cost Estimation

# Appendix B: Representative KPMG approaches/ methods



# The KPMG Risk Assessment Approach

The KPMG Risk Assessment is a methodology designed to support the State identify, document and analyze risk of noncompliance with Federal statutes, regulations, and the terms and conditions when utilizing CRF. Our Risk Assessment approach includes a comprehensive review of the state agencies, subrecipients, eligible and non-eligible expenses under the CARES ACT, and 2 CFR 200 guidance. After reviewing state agencies risk assessments of subrecipients, KPMG will prepare a Risk Inventory from which a Risk Profile can be produced. A Risk Inventory is the total record of risk for State agencies and subrecipients. When developing the Risk Inventory, we will begin flagging subrecipients who possess a high, medium, and low level of risk. A Risk Profile will be developed to demonstrate each risk, risk owner, current actions to manage each risk and recommendation to improve migration of the risks. The Risk Inventory, risk levels/flags and Risk Profile will be the leading factor in developing and executing the monitoring plan.

KPMG's four step Risk Assessment Approach will assist in developing The State's current state Risk Profile as well as assess, measure and prioritize its critical risks.




## Step 1: Identify and assess risks

KPMG's risk assessment to gauge potential for noncompliance among CRF using subrecipients will build from an evaluation of how current CRF use guidance from the State and agencies is being applied to subrecipient decision-making. Moreover, set forth below the KPMG team will evaluate the breadth of any active risk assessments being conducted among agencies managing CRF and any related findings; in addition to conducting supplementing or original risk assessments processes relative to each agency and their respective subrecipients.

| Activities | Brief description | Supporting tools and templates |
|---|---|---|
| **Review existing risk assessment documentation** | Review State Agencies' guidelines and existing risk assessments to help understand the risk landscape and develop a preliminary list of potential key risks that may threaten the achievement of its objectives. | Not applicable |

| Activities | Brief description | Supporting tools and templates |
|---|---|---|
| **Conduct interviews and/or facilitate sessions** | Conduct interviews/facilitated risk discussions with executive management to both validate our preliminary understanding and to help develop a focused list of the organization's key existing and emerging risks. | — Interview Notes<br>— Risk Workshop Communication Memo<br>— Assessment Pre-Read |
| **Identify, aggregate and assess existing and emerging risks** | Review agency executed risk assessments to develop an understanding of how risks are currently identified, analyzed, assessed, prioritized, and managed.<br>Based on the CARES Act, CRF and 2 CFR 200, identify, aggregate, categorize, and analyze existing and emerging risks of noncompliance. | — Risk Profile Analysis<br>— Risk Register<br>— Risk Register with Categorization |
| **Identify and assess mitigating actions for the identified risks** | Discuss with management lessons learned and potential mitigating actions for future federal programs similar to CFR which may:<br>— Prevent the occurrence of an identified risk<br>— Respond to the occurrence of an identified risk<br>— Manage consequences of the identified risks. | Risk Management Process Assessment Criteria |

### 1.1 Review existing risk assessment documentation

The purpose of this information-gathering exercise is to ultimately prepare a Risk Inventory from which a Risk Profile can be produced. A review of key organizational information will provide the context for discussion with senior executives on the nature of key risks. In this phase, KPMG will gather and review State agency guidance to include existing subrecipient risk assessments related to Coronavirus Relief Funds.

In this initial step, KPMG will set parameters to identify the types of expenditures and factors are considered noncompliance with federal rules and regulations for the CARES ACT and CRF. The parameters will be based on each state agency and subrecipient. A list of ineligible expenses applied to all subrecipients include:

— Expenditures accounted for in the State's 2020 approved budget;

— Expenditures incurred after December 30,2020;

— Duplication of benefits- damages covered by insurance;

— Payroll or benefits expenses for employees whose work duties are not substantially dedicated to mitigating or responding to the COVID-19 public health emergency;

— Expenses for the State share of Medicaid;

— Reimbursement to donors for donated items or services;

— Severance pay.

### 1.2 Conduct interviews and/or facilitate sessions

The primary objective of each interview is to obtain as much detail as possible about the risks identified during KPMG's review in step 1. KPMG will work with key stakeholders through scientifically structured interviews to identify additional risks. These interviews will help enable us to more effectively and efficiently solicit feedback, compile the results and assess the responses to identify the key oversight, compliance, and monitoring risks to the State. The interviews will assist when identifying multiple risk attributes such as risk category, the probability of each risk occurring, and its likely consequences according to pre-determined criteria (identified by the State's management during step 1). Management will also be asked to identify and rank the existing actions that are in place to manage the identified risks. The information gathered for each risk identified by the State is then aggregated and categorized in a Risk Register and forms the basis for measuring and prioritizing the risks. In conducting these interviews, we will consider emerging risks as well as existing risks.

### 1.3 Identify, aggregate and assess risks

Following the interviews, the KPMG team will refine the list of risks based on information gathered during interviews and supplemented by KPMG's analysis from our review of agency executed risk assessments. This will help us identify known risks related to 2 CFR §200.331(b). Typical activities within this step include aggregating our risk assessments into broader themes/categories, documentation of root cause, and other risk attributes that would help enable KPMG to determine the appropriate monitoring plan for the subrecipients.

### 1.4 Identify and assess mitigation actions for identified risks

The last step is discussing with the State's lessons learned and potential mitigating actions for future federal programs similar to CFR which may:

— Prevent the occurrence of an identified risk

— Respond to the occurrence of an identified risk

— Manage consequences of the identified risks.

Using criteria accepted by the State, KPMG will prepare a comprehensive report that details any risk management actions, ongoing and planned, to mitigate potential risks of noncompliance with CRF and future similar programs.

## Step 2: Document and Develop Current State Risk Profile

The objective of this step is to help the State and State agencies document their current state Risk Profile. During this step, the KPMG team aggregates risk information received to this point and then:

| Activities | Brief description | Supporting tools and templates |
|---|---|---|
| Analyze risks | — Analyze and aggregate the risk results | — Risk Profile Analysis |

| Activities | Brief description | Supporting tools and templates |
|---|---|---|
| Document risk details in the Risk Profile | — Aggregate risk information into Risk Profile<br>— Develop Risk Inventory/Profile | — Risk Profile Analysis<br>— Risk Register with Categorization |

### 2.1 Analyze risks

— Analyze all risk data compiled to this point from interviews and State agencies' existing risk assessments to normalize/average the results.

— Aggregate those risks by eliminating any instances where risks have been duplicated and categorizing these risks appropriately.

— Prepare the Risk Inventory, which comprises the risks remaining after normalization and aggregation.

— Help identify the top ten of the identified risks from the Risk Inventory.

### 2.2 Document risk details in the risk profile

The Data will be summarized from the completed Risk Register templates, as well as the analysis of information provided by management conducted in step 2.1 in a Risk Profile. Typically, this includes a matrix and/or a heat map that provides a visual depiction of the relative priority of key risks. The Risk Profile typically includes a table that shows each risk, the risk owner, the ranking of the current actions taken to manage each risk and recommendations to improve mitigation of the risk.

## Step 3: Review and validate with management

The objective of this step is to help the State validate its current state Risk Profile, including characterizing observed risks by CRF use type (e.g., payroll, applicant-based program, acquisitions, etc.) as well as by subrecipient. Identified risks are then ranked relatively and prioritized for purposes of corrective measure development. Specific measures to be employed during this phase include:

| Activities | Brief description | Supporting tools and templates |
|---|---|---|
| Review draft Risk Profile | Review of the draft Risk Profile with the project sponsor and/or Steering Committee to confirm initial observations | Risk Profile Analysis |
| Validate draft Risk Profile | Conduct meetings with management to:<br>— Discuss, validate and rank the identified risks<br>— Prioritize the key/top risks<br>— Obtain management's approval of the key risks contained in the Risk Profile | Risk Profile Analysis |

### 3.1 Review draft risk profile

— Review and obtain feedback on the draft Risk Profile with the project sponsor and/or Steering Committee.

— Make changes to the Risk Profile based on feedback from the project sponsor and/or Steering Committee.

### 3.2 Validate draft risk profile

The purpose of the meeting with management is to facilitate a discussion and obtain approval on the inventory and priority of risks. The KPMG team will share the risks in advance to help enable a more effective and productive result. The outcome of the meeting will be the validation of the organization's top/critical risks of noncompliance.

## Step 4: Develop report and observations

The objective of this step is to present and discuss the final report and observations from the project.

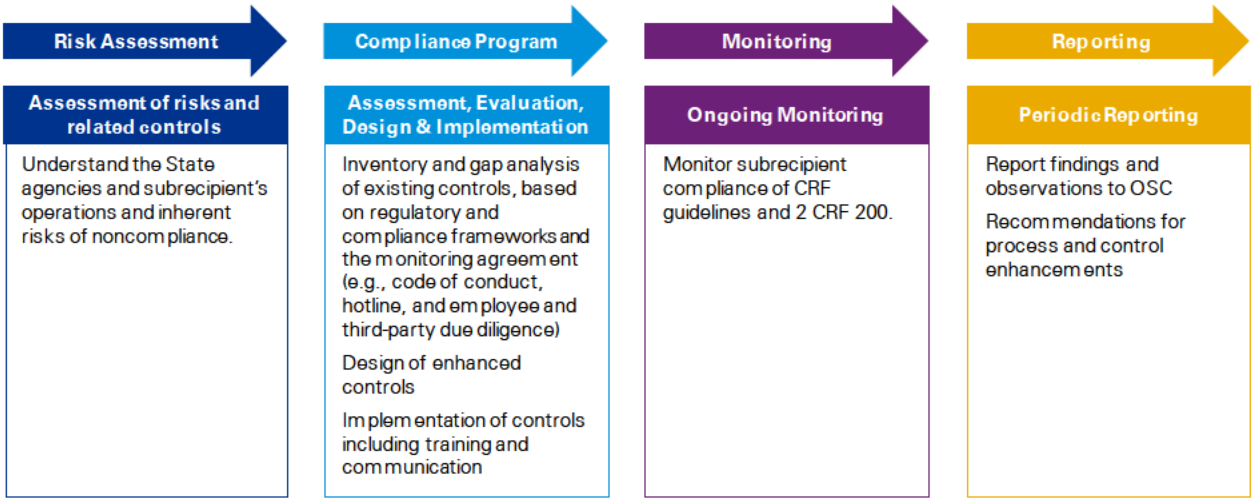
| Activities | Brief description | Supporting tools and templates |
|---|---|---|
| **Prepare Risk Assessment Plan** | Finalize risk assessment plan and present engagement results to the project sponsor for approval. | — Risk and Controls Register<br>— Observations & Recommendations |

### 4.1 Prepare final deliverable

KPMG will develop the final risk assessment plan and Risk Profile based on the above measures results of step 3 and feedback from the Project Sponsor and/or Steering Committee. The report and profile will present priority risks associated with the State agencies graphically and/or include a risk dashboard.

# Monitoring Plan Development & Execution

As illustrated below, the KPMG risk assessment process is designed to shape a monitoring plan that allows for ongoing assessment of the state's full range of CRF recipients and subrecipients. The monitoring plan will be structured to allow for tracking the use of CRF funding, flag patterns or incidents suggestive of waste, fraud, or abuse, and result in outcomes that can help frame corrective measures and otherwise prepare agencies for federal audits and grant closeout.



Additionally, the monitoring plan will be designed to promote lasting operational practices that can be used for future multi-agency grant funded processes. Particular enhanced quality elements include:

Identifying and documenting programmatic compliance requirements such as:

— Eligible applicant populations

— Eligible uses of funds and categories of spending

— Periods of availability

— Application qualification thresholds

— Monitoring and reporting requirements

— Acceptable supporting documentation for each spending category

Testing that Programs have developed and documented end-to-end processes for the following areas:

— CRF funding application intake and processing;

— Reimbursement request intake, review and approval;

— Risk-based performance monitoring of program participants;

— Performance and programmatic reporting

— Program closeout and document retention

Defining the technical requirements that may be necessary to support applicant processing, payment processing, compliance management, reporting, and closeout.

Developing and documenting accelerators (e.g., quick user guide, Frequently Asked Questions (FAQs), application checklist, reimbursement checklists, reporting templates) to support the operationalization of the application and reimbursement processes; and developing key performance indicators and benchmarks for process execution (e.g., application processing times, reimbursement processing times, subrecipient monitoring timelines, reporting generation times, closeout processing times etc.)

## Developing the Monitoring Plan

The complexity and scale of the monitoring plan will be determined by the risk assessments performed by the State which were performed prior to creating the compliance monitoring plan. The monitoring plan will detail the testing to be carried out, when it will be done, by whom (job function) and the records which will be reviewed.

The monitoring plan will include statistical sampling, percentage of coverage for all funds received, and how the proposed monitoring addresses the risk assessment. KPMG will utilize statistical sampling to determine the population size and a low, medium and high-risk probability. We will work with the State management to finalize the monitoring plan.

In helping create the monitoring plan, we work closely with the State to identify the range of possible monitoring activities that could be performed. We will prioritize components of the plan based on the impact, likelihood, and severity of scoring completed in any State risk assessments already conducted, which allow us to identify the risks that require more attention.

The greatest focus will be on the areas which are exposed to high risk. When devising the plan, we will consider the following:

— Incorporating the State risk rankings from risk assessment activities

— Previous internal audit and/or OIG findings

— Sub-recipient complaints and performance

— Regulatory Correspondence

— CRF stakeholder interviews

Each activity on the monitoring plan will be executed in a methodical, risk-based approach, where we actively leverage data analytics, including statistical sampling and percentage of coverage for all funds received. Based on current available documentation, KPMG has developed a high-level approach of our stratified statistical sample method that will be applied in our monitoring plan.

## Monitoring Plan Execution

Upon approval of the monitoring plan, KPMG will compile a baseline schedule which outlines the timeline of the monitoring plan. Each baseline audit schedule includes the estimated duration to complete the planning, execution, and reporting phases of individual monitoring activities. Our objective when developing the baseline schedule is to consider the timing of these activities in correlation to any and all meetings with State leadership and/or regulatory bodies where status is to be shared. KPMG understands that there will be multiple factors that will affect the overall schedule of various monitoring activities and the overall monitoring plan; however, we are experienced in delivering for our clients and being able to effectively adjust our plan when necessary. Our Risk Assessment plan and Monitoring Development will drive the framework for the monitoring plan execution phase.

From a delivery framework perspective, the tables on the following pages provide a simple overview of a monitoring plan. The details such as scope, objective, approach/activities, deliverables or report, and timelines to conduct each activity will be discussed and agreed with Controller management at the time of assignment.

| **Monitoring Phase: Planning** | | |
|---|---|---|
| **Activity: Planning session with management**<br>Interview key personnel involved.<br>Topics discussed can include:<br>— The complexity of the program;<br>— The inherent risk of the program;<br>— Considerations of common IT systems; and<br>— Existing processes and controls.<br>**Output**<br>— Agenda for Entrance conference<br>— Invite list for entrance conference | **Activity: Entrance Conference**<br>Meet with key process owners to discuss:<br>— General scope & objectives of the monitoring;<br>— Timing of the assessment; and<br>— Identify interviewees.<br>**Output**<br>— Department contact list<br>— Preliminary document request list | **Activity: Create/finalize monitoring plan**<br>Create monitoring plan that addresses relevant oversight and compliance issues.<br>**Output**<br>Refined Monitoring Plan |

## Monitoring Phase: Execution

### Activity: Sample Selection

Utilize a stratified statistical sampling approach to determine the sample population and the extent of analysis. The sample population will be the number of subrecipients determined by risk assessments performed by the applicable State agencies.

**Output**

— Information Request list

— Interview Schedule

### Activity: Execution

— Execute monitoring steps as prescribed in the plan by team (including subject matter professionals as needed):

— Determine the extent of computer assisted monitoring techniques;

— Discuss observations and recommendations with Controller and key stakeholders during our monitoring; and

— Report on control or compliance exceptions found, if any.

**Output**

— Test results

— Observations and recommendations (if applicable)

## Monitoring Phase: Engagement Closure

### Activity: Reporting Selection

A formal preliminary exit conference with the Controller and key stakeholders will occur to discuss detailed findings and issues.

The final report will be issued following the exit conference with continued action plans and implementation dates assigned to the appropriate departments and process owners.

**Output**

— Draft and Final Report Issued

## Monitoring Phase: Ongoing

### Activity: Recommendation Tracking

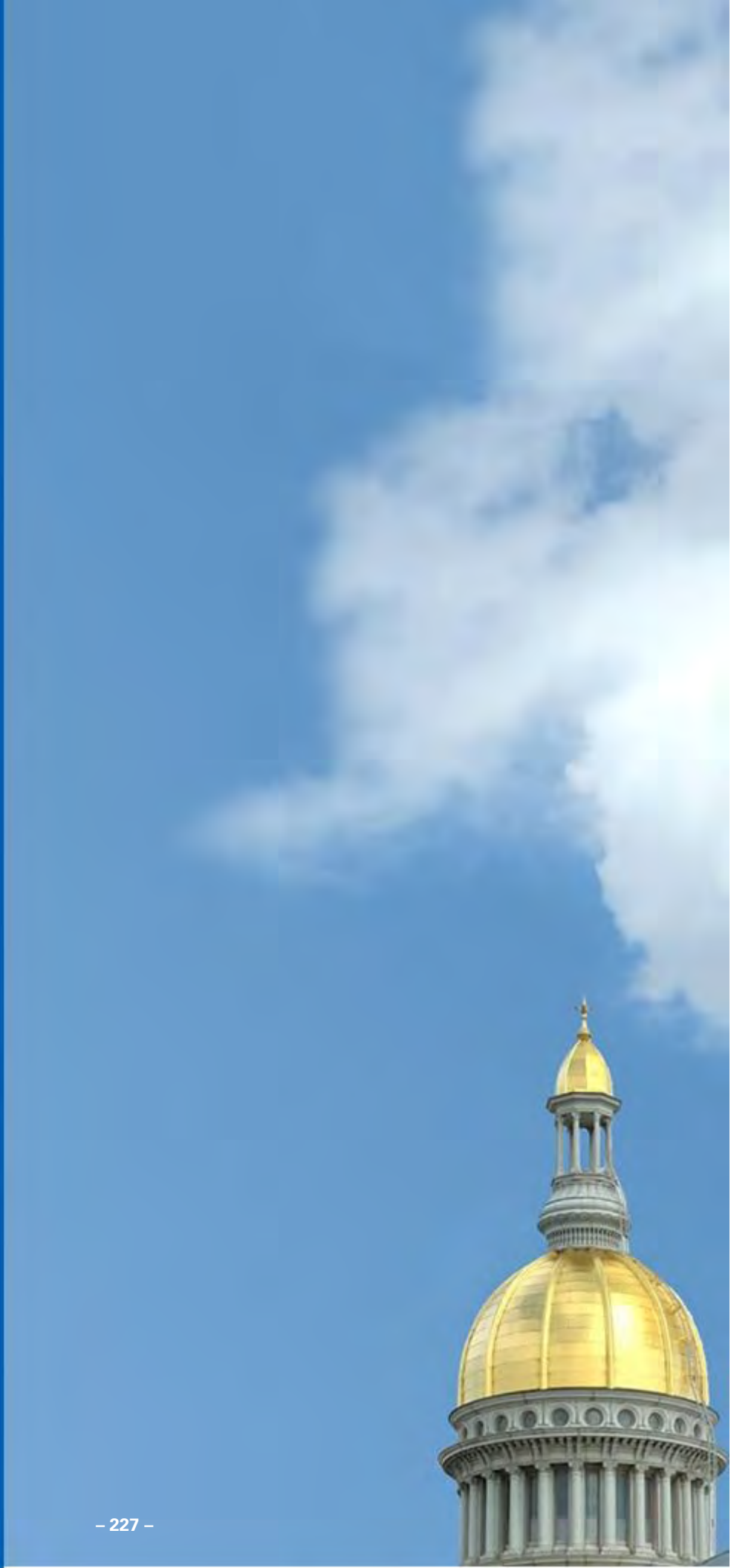
Coordinating with Controller on conducting follow-up activities to oversee the progress of the implementation of the agreed-upon monitoring action plans.

KPMG will assist in developing a follow-up plan that details for each completed monitoring activity, the risk areas and corresponding management action plan to be reviewed, and the extent of testing and timing. Alternatively, we can leverage on any existing follow-up processes that Office of the Controller currently has in place.

**Output**

— Follow-up plan(s)

# Appendix D: Working remotely



Right now, we live and work in a COVID-19 environment, but before this challenging time KPMG was already working remotely on a number of government engagements. We understand the challenges of working in a remote environment and already possessed the methods and tools needed to successfully deliver in this environment. As such, KPMG is ready to deliver by leveraging, when applicable, remote working capabilities. KPMG is working on similar engagements across the nation and works collaboratively, and in integrated fashion, with its clients and partners on a regular basis to enhance productivity, cultivate and maintain relationships, and remain accountable to our clients. We have the technology capabilities and software applications which allow us to conduct meetings and share information remotely. KPMG is prepared to use these platforms based on the State's or subrecipients preference and accessibility to conduct routine status calls, host webinars and working sessions, and review deliverables and other content with State leaders and staff. Additionally, KPMG has pre-approved participation (subject to terms and conditions) in collaboration meetings or sessions hosted by our clients or other third parties with the following tools:

— Skype for Business

— Zoom

— Microsoft Teams

— Slack

— Cisco WebEx

— Google Hangouts Chat/Meet

KPMG's remote work approach is flexible and productive. Indeed, a strength of our advisory firm is our ability to remotely work together with professionals across our nationwide network.

KPMG will continue to engage in activities that we would have prior to the remote work environment. For example, after each client interaction (virtual or in-person), KPMG will leverage our templates to document and disseminate the following to the Nation:

— Meeting summarization

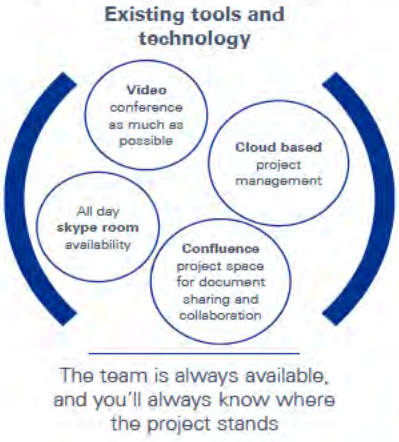
— Outstanding questions to be addressed

— Action items for the State and KPMG

— Risks identified

— Next steps

We also recognize that there could be situations when subrecipients may not be able to electronically provide documentation or they may prefer to provide hard copy documentation. In these situations we will work with the State to develop an appropriate response to help ensure applications continue to be processed and reviewed on a timely basis.









# What surveyed providers said about our audit process, performance and people…

*The process has been very smooth and the auditors very easy to work with*

*Auditors were efficient, knowledgeable and great to work with*

*I have found the auditors to be very friendly, patient and understanding*

*I like that is it all in one tool, it includes the audit notes and is interactive*

*The email notification when there is a need to respond is nice*

*The auditor that we are working with is very pleasant*

*The staff is very professional and accommodating with timing of responses*

*The auditors have been very good to deal with*

*Staff at KPMG are great to work with!*

*KPMG is very good to work with*

*Auditors are very professional and willing to work around web based difficulties*

*The auditors are professional*

*KPMG staff are very helpful and responsive in following up on questions and issues*

*The tool's auto-populate feature is time saver*

*We are very happy with both the process and staff. They work with us to ensure that we understand and have time to complete any questions*

*The KPMG team is flexible in the timing of deliverables*

*Knowledgeable staff*

*The representatives are helpful and reasonable with requests*

*Once the Audit has started it moves quickly; follow up & communication is excellent*

*The definitions for required info is better. The audit team does try to resolve the issues and given the complexities of hospital reporting and billing, we do come up with reasonable numbers*

*Our hospital is unique and the KPMG team took the time to communicate directly with me to understand the analysis*

*Audit Tool is easy to work with and Items For Consideration is a useful communication tool for auditors and hospitals*

*Questions and issues were resolved and answered quickly*

*Knowledgeable and friendly audit team*

*The interactive tool is user friendly*

*Questions are answered in a timely manner*

**Contact**

**Rory Costello**
**Lead Engagement Principal**
[redacted]
rcostello@kpmg.com

**www.kpmg.com**

**kpmg.com/socialmedia**



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# OFFER AND ACCEPTANCE PAGE

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

Bid Solicitation Title / Bid Solicitation No.: Integrity Oversight Monitoring: Program and Performance Monitoring, Financial Monitoring and Grant Management and Anti-Fraud (CARES)

Blanket P.O. Term: See Bid Solicitation Section 5.2

☐ 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}** | KPMG LLP | **Authorized Signature** | Rory Costello |
| **Address** | 345 Park Avenue | **Printed Name** | Rory Costello |
| **City, State, Zip Code** | New York, NY, 10154-0102 | **Title** | Principal |
| **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 _____

# State of New Jersey Standard Terms and Conditions

(Revised 11/12/2020)

**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**

## 1. STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT

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

### 1.1 CONTRACT TERMS CROSSWALK

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

## 2. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

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

### 2.1 BUSINESS REGISTRATION

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

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

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

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

## 2.2 ANTI-DISCRIMINATION

All parties to any contract with the State agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules andregulations 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 Departmentof 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 ofthe 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 regulationsapplicable 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 inthe performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

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

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

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

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

## 3.4 BUILDING SERVICE

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

## 3.5 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT

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

## 3.6 SERVICE PERFORMANCE WITHIN U.S.

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

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

### 3.7 BUY AMERICAN

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

### 3.8 DOMESTIC MATERIALS

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

### 3.9 DIANE B. ALLEN EQUAL PAY ACT

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

## 4. INDEMNIFICATION AND INSURANCE

### 4.1 INDEMNIFICATION

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

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.
D. This $1,000,000 amount may have been raised by the RFP when deemed necessary by the Director; and
E. 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 Directormay 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 behalfof 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 anysuch claim or cause(s) of action; and
    2. Immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the pendency of such action.
C. It shall notify the defendants in any antitrust suit of the within assignment at the earliest practicable opportunity after the contractor has initiated an action on its own behalf or becomes aware that such an action has been filed on its behalf by another person. A copy of such notice shall be sent to the Attorney General of New Jersey; and
D. It is understood and agreed that in the event any payment under any such claim or cause of action is made to the contractor, it shall promptly pay over to the State of New Jersey the allotted share thereof, if any, assigned to the State hereunder.

## 6. TERMS RELATING TO PRICE AND PAYMENT

### 6.1 PRICE FLUCTUATION DURING CONTRACT

Unless otherwise agreed to in writing by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract. In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director must be notified, in writing, of any price reduction within five (5) days of the effective date. Failure to report price reductions may result in cancellation of contract for cause, pursuant to provision 5.7(b)1.

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

### 6.2 TAX CHARGES

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

### 6.3 PAYMENT TO VENDORS

A. The using agency(ies) is (are) authorized to order and the contractor is authorized to ship only those items covered by the contract resulting from the RFP. If a review of orders placed by the using agency(ies) reveals that goods and/or services other than that covered by the contract have been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or not award the contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by the agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price;
B. The contractor must submit invoices to the using agency with supporting documentation evidencing that work or goods for which payment is sought has been satisfactorily completed or delivered. For commodity contracts, the invoice, together with the Bill of Lading, and/or other documentation to confirm shipment and receipt of contracted goods must be received by the using agency prior to payment. For contracts featuring services, invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager or using agency before payment will be authorized;
C. In all time and materials contracts, the State Contract Manager or designee shall monitor and approve the hours of work and the work accomplished by contractor and shall document both the work and the approval. Payment shall not be made without such documentation. A form of timekeeping record that should be adapted as appropriate for the Scope of Work being performed can be found at www.nj.gov/treasury/purchase/forms/Vendor_Timesheet.xls; and

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

## 6.4 OPTIONAL PAYMENT METHOD: P-CARD

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

## 6.5 NEW JERSEY PROMPT PAYMENT ACT

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

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

## 6.6 AVAILABILITY OF FUNDS

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

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

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

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

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

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

## 7.2 DOMESTIC PREFERENCE FOR PROCUREMENTS

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

(1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## 7.3 PROCUREMENT OF RECOVERED MATERIALS

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

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

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
    1. Competitively within a timeframe providing forcompliance with the contract performance schedule;
    2. Meeting contract performance requirements; or
    3. At a reasonable price.
ii. Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.
iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

## 7.4 EQUAL EMPLOYMENT OPPORTUNITY

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

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

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

    Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuousplaces, 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 11246of 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 inaccordance 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 ofJustice for appropriate legal proceedings.

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

When required by Federal program legislation, all prime construction contracts in excess of $ 2,000 shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the

prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.

## 7.6 COPELAND ANTI_KICK-BACK ACT

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

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

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

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

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

## 7.8 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

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

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

Clean Air Act

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

Federal Water Pollution Control Act

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

## 7.10 DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by the State or authorized user. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State or authorized user, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

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

## 7.12 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
   (1) Procure or obtain;
   (2) Extend or renew a contract to procure or obtain; or
   (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in *Public Law 115–232*, section 889, covered telecommunications equipment is

telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

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 https://newjersey.usnlx.com/;
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.

I HEREBY ACCEPT THE TERMS AND CONDITIONS OF THIS CONTRACT



| Signature | Date |
|---|---|
| | 11/25/2020 |
| Rory Costello, Principal | |
| Print Name and Title | |
| KPMG LLP | |
| Print Name of Contractor | |

# 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.

## 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.

**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.

**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**



Signature

11/25/2020

Date

Rory Costello, Principal

Print Name and Title

KPMG LLP

Print Name of Contractor

2nd BAFO

**Integrity Oversight Monitoring RFQ**
**Bidder: KPMG**

| Integrity Oversight Monitoring Consumption Model - Category 1 | | | |
|---|---|---|---|
| **Staff Classifications** | **Hourly Rate** | **Hours Per Month** | **Estimated Monthly Charge** |
| Partner/Principal/Director | $300.00 | 25 | $ 7,500.00 |
| Program Manager | $300.00 | 50 | $ 15,000.00 |
| Project Manager | $250.00 | 100 | $ 25,000.00 |
| Supervisory/Senior Consultant | $200.00 | 100 | $ 20,000.00 |
| Consultant | $165.00 | 75 | $ 12,375.00 |
| Associate/Staff | $165.00 | 50 | $ 8,250.00 |
| Subject Matter Expert | $300.00 | 50 | $ 15,000.00 |
| Administrative Support | $75.00 | 25 | $ 1,875.00 |
| | **Estimated Total Monthly Charge** | | **$ 105,000.00** |
| *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 | $300.00 | 25 | $ 7,500.00 |
| Program Manager | $300.00 | 50 | $ 15,000.00 |
| Project Manager | $250.00 | 100 | $ 25,000.00 |
| Supervisory/Senior Consultant | $200.00 | 100 | $ 20,000.00 |
| Consultant | $165.00 | 75 | $ 12,375.00 |
| Associate/Staff | $165.00 | 50 | $ 8,250.00 |
| Subject Matter Expert | $300.00 | 50 | $ 15,000.00 |
| Administrative Support | $75.00 | 25 | $ 1,875.00 |
| | **Estimated Total Monthly Charge** | | **$ 105,000.00** |
| *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 | $300.00 | 25 | $ 7,500.00 |
| Program Manager | $300.00 | 50 | $ 15,000.00 |
| Project Manager | $250.00 | 100 | $ 25,000.00 |
| Supervisory/Senior Consultant | $200.00 | 100 | $ 20,000.00 |
| Consultant | $165.00 | 75 | $ 12,375.00 |
| Associate/Staff | $165.00 | 50 | $ 8,250.00 |
| Subject Matter Expert | $300.00 | 50 | $ 15,000.00 |
| Administrative Support | $75.00 | 25 | $ 1,875.00 |
| | **Estimated Total Monthly Charge** | | **$ 105,000.00** |
| *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: KPMG LLP**

## CATEGORY 1: PROGRAM AND PROCESS MANAGEMENT AUDITING

| LINE # | STAFF CLASSIFICATIONS | YEAR 1 HOURLY RATE | YEAR 2 HOURLY RATE |
|---|---|---|---|
| 1 | Partner/Principal/Director | $300 | $305 |
| 2 | Program Manager | $300 | $305 |
| 3 | Project Manager | $250 | $255 |
| 4 | Supervisory/Senior Consultant | $200 | $205 |
| 5 | Consultant | $165 | $170 |
| 6 | Associate/Staff | $165 | $170 |
| 7 | Subject Matter Expert | $300 | $305 |
| 8 | Administrative Support | $75 | $80 |

| LINE # | Pass through Price Lines | YEAR 1 HOURLY RATE | YEAR 2 HOURLY RATE |
|---|---|---|---|
| 9 | Other Direct Costs | 0 | 0 |
| 10 | Travel Expenses and Reimbursements | 0 | 0 |

- **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: KPMG LLP

## CATEGORY 2: FINANCIAL AUDITING AND GRANT MANAGEMENT

| LINE # | STAFF CLASSIFICATIONS | YEAR 1 HOURLY RATE | YEAR 2 HOURLY RATE |
|---|---|---|---|
| 11 | Partner/Principal/Director | $300 | $305 |
| 12 | Program Manager | $300 | $305 |
| 13 | Project Manager | $250 | $255 |
| 14 | Supervisory/Senior Consultant | $200 | $205 |
| 15 | Consultant | $165 | $170 |
| 16 | Associate/Staff | $165 | $170 |
| 17 | Subject Matter Expert | $300 | $305 |
| 18 | Administrative Support | $75 | $80 |

| LINE # | Pass through Price Lines | YEAR 1 HOURLY RATE | YEAR 2 HOURLY RATE |
|---|---|---|---|
| 19 | Other Direct Costs | 0 | 0 |
| 20 | Travel Expenses and Reimbursements | 0 | 0 |

- **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: KPMG LLP

## CATEGORY 3: INTEGRITY MONITORING/ANTI-FRAUD

| LINE # | STAFF CLASSIFICATIONS | YEAR 1 HOURLY RATE | YEAR 2 HOURLY RATE |
|---|---|---|---|
| 21 | Partner/Principal/Director | $300 | $305 |
| 22 | Program Manager | $300 | $305 |
| 23 | Project Manager | $250 | $255 |
| 24 | Supervisory/Senior Consultant | $200 | $205 |
| 25 | Consultant | $165 | $170 |
| 26 | Associate/Staff | $165 | $170 |
| 27 | Subject Matter Expert | $300 | $305 |
| 28 | Administrative Support | $75 | $80 |

| LINE # | Pass through Price Lines | YEAR 1 HOURLY RATE | YEAR 2 HOURLY RATE |
|---|---|---|---|
| 29 | Other Direct Costs | 0 | 0 |
| 30 | Travel Expenses and Reimbursements | 0 | 0 |

- **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.