

August 18, 2025

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better world

**State of New Jersey
Department of Community Affairs
Division of Disaster Recovery and Mitigation**

SMARTER HOUSING SOLUTION – AN EFFICIENT, INNOVATIVE, AFFORDABLE PATH TO RESILIENT HOUSING

TECHNICAL PROPOSAL

AECOM Technical Services, Inc.

Corporate Office:

300 South Grand Avenue, 9th Floor
Los Angeles, CA 90071
FedContracts@aecom.com

Local Contact/Office:

300 Broadacres Drive, 2nd Floor - Suite 250
Bloomfield, NJ 07003

Point of Contact:

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AECOM Technical Services, Inc.
300 Broadacres Drive
2nd Floor, Suite 250
Bloomfield, NJ 07003

Division of Disaster Recovery and Mitigation
New Jersey Department of Community Affairs
101 S. Broad Street
Trenton, NJ 08608
delivered via email to: DRM.Solicitations@dca.nj.gov

Reference: Smarter Housing Solution – An Efficient, Innovative, Affordable Path to Resilient Housing

Dear Selection Committee,

In response to the Division of Disaster Recovery and Mitigation's (DRM's) solicitation, AECOM presents this proposal to advance innovative and resilient building practices in New Jersey. As a global leader in infrastructure consulting and engineering, AECOM brings unparalleled expertise and a steadfast commitment to excellence, positioning us as the ideal partner to deliver the comprehensive report DRM seeks.

Our experience as a nationwide leader in the implementation of Community Development Block Grant – Disaster Recovery (CDBG-DR) programs, including significant contributions in New Jersey, underscore our capability to meet DRM's objectives. We have successfully assisted communities in rebuilding stronger and more resiliently after disasters such as Superstorm Sandy and Hurricane Ida.

As a national leader in building science, AECOM has directly supported recovery efforts in dozens of disasters, collaborating with FEMA and other agencies to integrate innovative and resilient construction practices. Our expertise in identifying and overcoming barriers to adoption ensures that we can provide actionable strategies tailored to New Jersey's unique environmental and regulatory landscape.

Our program management approach is further strengthened by our partnerships with industry leaders

one of the most successful implementers of resilient building practices nationally. Together, we bring a proven track record of fostering industry collaboration, designing effective training programs, and promoting sustainable adoption of innovative construction techniques.

We appreciate the opportunity to support DRM's mission of advancing housing resilience and innovation in New Jersey. Our team is ready to begin work immediately and is committed to collaborating closely with your team to achieve these objectives. For additional information or clarifications, please feel free to contact Thank you for considering AECOM as your trusted partner for this critical initiative.

AECOM Technical Services, Inc.

CONTRACTOR EXPERIENCE AND QUALIFICATIONS

The Qualifications and Experience of the Contractor's Management

DRM has demonstrated steadfast leadership in housing recovery and resilience since Superstorm Sandy, yet faces persistent challenges in implementing innovative, mitigation-focused solutions—particularly pertaining to affordable residential housing. To support DRM's mission, AECOM offers a comprehensive suite of capabilities in building science and resilient housing techniques and strategic outreach and engagement with a multitude of stakeholders. AECOM's building science expertise provides DRM with decades of interindustry connections and nationally recognized subject matter expertise in natural hazard mitigation, resilient design and construction, climate adaptation, and sustainable construction practices. We specialize in evaluating and applying natural hazard mitigation techniques that enhance durability and reduce long-term operational costs—critical factors in affordable housing.

AECOM's experience includes conducting post-disaster building assessments, participating in all stages of the code development process, and integrating best practice mitigation measures that meet or exceed model building codes (including grant programs to encourage adoption of these best practices). Combined with our proven ability to engage communities and stakeholders who may have conflicting interests, AECOM is well-positioned to help DRM overcome barriers to homeowner participation, identify scalable resilient construction strategies, and deliver sustainable, forward-thinking housing recovery outcomes.

Building Science

In choosing AECOM as a partner, DRM will be choosing a team with a robust portfolio of building science capabilities and experience that can be utilized to support the state's long-term housing recovery and resilience goals. The team proposed for DRM has led successful efforts for the highlighted past experience; they are a cohesive, experienced, responsive, and proven team with extensive networking ties the field.

As one of the nation's premier providers in the resilience and engineering market space, we actively provide, on a daily basis and for the last several decades, the specific support that DRM seeks in this procurement. In addition to federal clients such as the Federal Emergency Management Agency (FEMA) and National Institute of Standards and Technology (NIST), AECOM provides building science support across the state, local, non-profit, and private sectors. Through this work, in particular on FEMA's Production and Technical Services Contract, AECOM has been at the forefront of working to prevent the "build-disaster-rebuild" cycle that often follows major disasters for decades. This cycle is costly and unsustainable. Working on preventing the continuation of this cycle has led AECOM to build important long-term partnerships and relationships as well as experience in the following areas:

- Disaster monitoring and post-event deployment
- Building codes and standards development
- Best practice guidance publications and subject matter expert (SME) support, such as the Building Code Saves Hazard Mitigation Assistance (HMA) program
- Training and outreach in programs such as Puerto Rico's R3 Program for Hurricane Maria disaster housing recovery and for agencies such as FEMA and the Federal Alliance for Safe Homes (FLASH)

Through its extensive experience, AECOM has the technical excellence to support through housing, infrastructure, public housing, and mitigation programs under its awarded CDBG-DR funding.

\$82B	in CDBG-DR/MIT Grants Managed
1,000+	CDBG-DR Subrecipients Managed
270K+	homeowners served
\$0	"Claw back" funding through our understanding of CDBG-DR programs
780	Disasters
200+	climate adaptation projects and studies

Pre-Event Monitoring and Post-Event Deployment

AECOM's foundation is real-world research and experience, with pre-event monitoring and post-event deployments to study natural hazard mitigation design, construction, and implementation, making us well suited and ready to help DRM identify a strategy to better address housing recovery post-disaster.

Over the past three decades, AECOM has been conducting field assessment and data collection for floods, hurricanes, tornadoes, earthquakes, wildfires, structural fires, building and other structural collapses, explosive blasts, and other disaster events. Overall, AECOM has supported FEMA on more than **400** disasters. This support has included more than a dozen Pre-Mitigation Assessment Teams (Pre-MATs) / Mitigation Assessment Teams (MATs) / Building Performance Assessment Teams and inspections of **millions of damaged homes** and **tens of thousands of damaged infrastructure facilities**. Our work has led to billions in risk reduction throughout the nation.

FEMA's Production and Technical Services Contract is a key program example that demonstrates these skills. AECOM supports FEMA's Building Science Disaster Support (BSDS) program, which deploys MATs to disaster-affected areas to evaluate the performance of buildings, infrastructure, and community lifelines under extreme conditions such as hurricanes, floods, wildfires, and earthquakes. These expert assessments lead to actionable recommendations that inform stronger building codes, hazard-resistant design practices, and community-level resilience strategies. Through technical assistance and post-disaster analysis, BSDS helps communities rebuild smarter. We've driven recovery efforts that incorporate mitigation measures that reduce future risk, protect lives and property, and ultimately lower the financial and social costs of repeated disasters through best practice guidance publications, outreach and training, and proposals to improve the natural hazard resiliency of building codes and standards.

The most recent MAT Task Order is highlighted in **Project 2** located in "**Project Experience of Similar Size and Scope**" on page 19 of this proposal. As part of a joint venture, AECOM helped lead the Hurricane Ian MAT deployment for FEMA's BSDS program. The MAT deployed with four teams of SMEs: Coastal, Flood, Critical Facilities, and Wind to document building and related infrastructure performance through observation, as well as to interview critical facility and owners and operators. The MAT assessed hundreds of coastal and inland residential properties; critical facilities; municipal, commercial, and public buildings; grant projects; manufactured homes; seawalls; numerous flood and wind protection measures; and various shelter types.

Using these observations, the MAT drew conclusions and then generated over 80 actionable recommendations for stakeholders to increase natural hazard resiliency against future events (including FEMA, federal, state, local, tribal, and territorial governments; designers, developers, contractors, and the construction industry; building code and standards organizations; researchers; planners; emergency managers; building owners; operators; and other key stakeholders). These actionable recommendations, along with their respective conclusions and observations, were published in FEMA P-2342, *Mitigation Assessment Team Report - Hurricane Ian in Florida: Building Performance Observations, Recommendations, and Technical Guidance* (FEMA, 2023). The MAT's efforts also resulted in the publication of three Recovery Advisories: Recovery Advisory 1: *Designing for Flood Levels Above the Minimum Required Elevation After Hurricane Ian*; Recovery Advisory 2: *Reducing "Loss of Utility" Impacts to Critical Facilities*; and Recovery Advisory 3: *Reducing Water Intrusion Through Windows and Doors*. The MAT findings were further used to write and support proposed changes to the model building codes and reference standards.

As part of **Project 1** and **Project 2** located in "**Project Experience of Similar Size and Scope**" on pages 18-19, the AECOM Team conducts event monitoring before, during, and immediately following events for the BSDS Program. Data pertaining to the events are used to recommend whether a Pre-MAT or MAT should be deployed and potential areas of study for the deployments.

For pre-event monitoring and deployment, AECOM engages with other leading entities in this space, including NIST, Insurance Institute for Home and Business Safety (IBHS), and National Science Foundation (NSF). AECOM has also collaborated with industry professionals from groups such as Asphalt Roofing

Manufacturers Association (ARMA), Vinyl Siding Institute (VSI), and National Association of Homebuilders (NAHB) to help develop actionable recommendations to increase natural hazard resiliency of the built environment in order to increase awareness and uptake. Proposed Project Manager Samantha Krautwurst volunteers to support NSF's Structural Extreme Events Reconnaissance (StEER) Network.

Building Codes and Standards Development

AECOM is involved in all aspects of building code usage from supporting the development of new and updated code language to designing infrastructure based on those codes to managing code-compliant construction to leading post-disaster teams evaluating code performance. Our professionals bring a level of interindustry interaction and investigation through our architect-engineer (A/E), disaster, and science and technology project work that lends complimentary knowledge and understanding from an execution as well as a planning and guidance perspective. AECOM also has experience with assisting stakeholders to understand, adopt, and implement mitigation actions.

The AECOM Team supports clients with recommended changes to codes, standards, and practices based on conclusions drawn from field observations, research, or other factors. The AECOM Team has experience drafting change proposals, developing technical reports to support the proposals, estimating the incremental cost differences associated with proposals, supporting committee meetings or code action hearings, addressing committee or public comments, and creating training and outreach materials to assist with implementing the new requirements. Understanding this process is integral for AECOM's ability to help identify actionable strategies for DRM to promote the adoption of innovative and resilient building technologies and construction practices among construction and development firms operating in New Jersey.

For **Project 1** located in “**Project Experience of Similar Size and Scope**” on page 18 of this proposal, AECOM assists FEMA with monitoring building codes and standards. AECOM also assists FEMA through proposing and testifying (as applicable) for changes to the model codes and reference standards to support natural hazard resiliency. Some of the recommendations for changes to the model codes and referenced standards come from FEMA's MAT deployments. Under FEMA's BSDS Program, MATs are deployed after natural hazard events to conduct post-disaster performance assessments of buildings and related infrastructure. The MAT uses observations of damage, as well as observations of successful mitigation techniques, to draw conclusions and then make actionable recommendations to increase the natural hazard resiliency of the built environment. Justification for building code change proposals draw on content developed from MATs. Part of the successful changes to building codes and standards lies in collaboration with others in the space. AECOM supports FEMA in these relationships with entities such as IBHS, Association of State Floodplain Managers (ASFPM), National Association of Home Builders (NAHB), and industry partners such as PCI, ARMA, and AWC.

Working on **Project 1** located in “**Project Experience of Similar Size and Scope**” on page 18 of this proposal, AECOM actively contributes to the development of standards, including: ASCE 7, *Minimum Design Loads for Buildings and Other Structures*; ICC 500, *ICC/NSSA Standard for the Design and Construction of Storm Shelters*; ASCE 24, *Flood Resistant Design and Construction*; and the upcoming ASCE/SEI/AMS *Wind Speed Estimation in Tornadoes*.

For guidance on the application of codes for a wide range of infrastructure, AECOM has also long supported NIST. As a member of the NIST Disaster Resilience Standards Panel and Framework from 2013-2015, AECOM provided support services to facilitate the program in developing the *Community Resilience Planning Guide for Buildings and Infrastructure Systems*. AECOM's program and technical support incorporated seismic SME input at the core of the approach, which allowed standardizing the process for all hazards community planning. The guide was developed to work with local officials to elicit community feedback to create physical and operational performance and recovery goals-based performance-based design in seismic standards such as ASCE 7, ASCE 41, FEMA P-58, and FEMA P-646. More recently, under the ongoing Community Resilience Program IDIQ, AECOM led a task order completed in 2022 that developed *NIST Technical Note 2209, Assessment of Resilience in Codes, Standards, Regulations, and*

Best Practices for Buildings and Infrastructure Systems. This document assessed the resilience in design criteria, codes, and regulations for buildings and infrastructure systems, including a discussion on climate change considerations. AECOM's scope performed a high-level review of design criteria for major sectors of the built environment, including buildings, water and wastewater systems, electrical power systems, and transportation systems.

AECOM also has experience with building codes and uptake on a state-level. Recently, AECOM completed the Massachusetts Building Codes Project for Flood Resilience. This project was initiated in response to the increasing frequency and intensity of natural hazards. In Massachusetts, inland flooding alone caused an average of over \$9.1 million in damages per year between 2007 and 2014. AECOM's objective was to provide the technical analysis and actionable guidance necessary to produce safer, stronger, and more resilient buildings.

The core of AECOM's technical work involved a comprehensive assessment of the Massachusetts State Building Code (MSBC) to identify needs and options for improved floodplain management standards. This analysis was directly informed by the "best available statewide climate change projections," incorporating data from sources such as the Massachusetts Coast Flood Risk Model (MC-FRM) to ensure all recommendations were forward-looking and data-driven.

We evaluated the complex policy alternatives for implementing these changes, comparing direct MSBC amendments against the adoption of a local option, "stretch code" appendix. This alternatives assessment required a detailed case study of the successfully adopted Massachusetts Stretch Building Energy Code and a qualitative and quantitative comparison, including potential impacts on Environmental Justice (EJ) Populations and the level of effort required for adoption.

A crucial component of our work focused on the intersection of state and local authority. We researched and assessed options for municipalities to adopt stronger local bylaws, ordinances, and policies that would not conflict with the MSBC, a key barrier for local action.

Key deliverables included a series of detailed analytical reports, including the State Building Code Assessment and the Code Change Alternatives Assessment. This culminated in a Model Code Language Report with fully developed, evidence-based justifications formatted for submission to the Board of Building Regulations and Standards (BBRS). A second deliverable was the *Local Floodplain Management Action Guide*. We developed a comprehensive guidance document for municipalities detailing specific, justifiable options to improve local flood resilience. The Action Guide was prepared in a professionally designed, web-accessible format and included model bylaw language, pertinent state statutes that enable implementation, and a slide deck for public outreach. Finally, AECOM also designed and executed a robust stakeholder engagement plan that included facilitating 10 online meetings to solicit public feedback on project deliverables. Our team managed all contractor responsibilities, including hosting meetings, producing agendas and materials, facilitating discussions, and methodically documenting and incorporating stakeholder feedback into the final deliverables.

AECOM also provided SME and technical support to promote greater resilience through adoption of the 2021 model building codes during the Louisiana State Uniform Construction Code Council (LSUCCC) Code Update Council Meetings, as described as part of **Project 3 located in "Project Experience of Similar Size and Scope" on page 20**. This subtask included coordination with stakeholders throughout Louisiana to provide technical support for the adoption of updated flood-resistant construction requirements without resilience weakening amendments in their statewide building code. In the previous statewide building code adoption cycle, the LSUCCC had weakened the statewide building code by amending out freeboard requirements from the 2015 base model codes. Through successful support and coordination, the model code freeboard requirements were adopted into the updated 2021 statewide building code without amendments, resulting in increased minimum lowest floor elevation requirements for new residential and nonresidential construction.

Best Practice Guidance Publications and SME Support

The AECOM Team's intimate knowledge of the codes and standards from a practitioner standpoint, as well as a development process, will enable AECOM to provide DRM with the practitioner-directed technical support for engineering practice and building codes and standards. The practitioner experience provides a wealth of real-world experience that strengthens our technical team for this project. This enables AECOM to immediately begin addressing the components outlined in the RFP, allowing us to prepare and submit a comprehensive report to DRM.

The AECOM Team recognizes that hazard-resistant building codes and standards will not help communities mitigate their risks unless they are adopted. AECOM led the Task Order for FEMA's centerpiece of its building code strategy: *Building Codes Save: A Nationwide Study* (BCS), published in 2020. The BCS goal is greater building code adoption and improvements, achieved by communicating their high economic value and benefits as a societal investment. AECOM led FEMA leadership and technical experts from the study and I-Code administrators through a workshop to discover target audience groups and information needed to make changes in behaviors, leading to the adoption of modern building codes. Our engagement process set forth a plan to create a document that prompted motivation in the reader to lead discussions on a municipal, county, and/or state level and provide a visual roadmap on how a community can influence decisions to adopt modern building codes. To create that document, AECOM developed creative solutions related to data development, hazard modeling, and risk assessment analysis, applying the latest data and modeling techniques. These solutions included custom cloud-based modeling approaches for creation of nationwide natural hazard and structure databases and replication of the loss calculation based on the FEMA Hazus risk assessment model.

Purpose-Driven R&D

The AECOM Team will take a purpose-driven approach to problem-focused R&D.

AECOM brings more than 20 years of problem-focused research and development (R&D), including risk modeling research, resilience index development, adaptation to climate change, and natural hazard mitigation techniques for residential construction.

We understand operationalizing outcomes from R&D is needed to address problems in practice. As the leader for the FEMA BCS Task Order, AECOM took a multi-dimensional approach beyond just engineering solutions to help spur the adoption of modern building codes. AECOM identified obstacles and potential solutions to the adoption of more hazard-resistant building codes by looking at the problem from a cost-effectiveness, environmental impact, and social-political acceptance standpoint along with engineering solutions.

AECOM has been at the forefront of developing technical resources and best practices for clients to improve the practice of designs and retrofits of the built environment to mitigate natural hazards. With staff who have managed, authored, and/or technical edited more than 50 natural hazard mitigation publications by FEMA; AECOM has authors, technical editors, graphic designers, and accessibility specialists familiar with technical hazard mitigation publications.

AECOM developed the following recent publications for FEMA. **Referenced in Projects 1 (FEMA P-361), 2 (FEMA P-320), and 3 (FEMA/NIST), below.** These publications demonstrate subject matter expertise:

1. **FEMA P-361**, "Safe Rooms for Tornadoes and Hurricanes: Guidance for Community and Residential Safe Rooms" (Fifth edition, 2024)
2. **FEMA P-320**, "Taking Shelter from the Storm Building or Installing a Safe Room for Your Home" (Sixth edition, 2024)
3. **FEMA/NIST**, "Design Guide for New Tornado Load Requirements in ASCE 7-22" (2023)

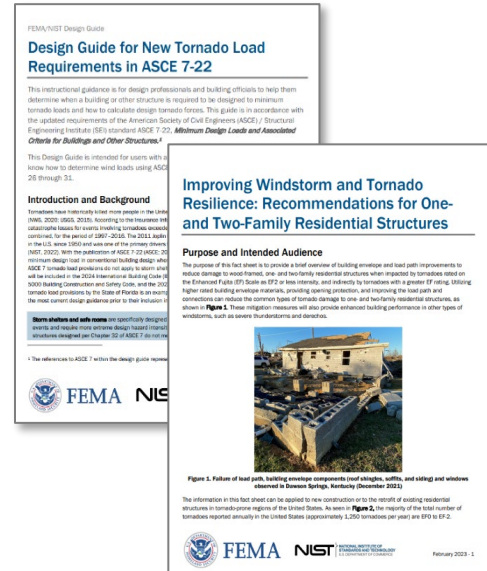
4. **FEMA/NIST**, Fact Sheet: “Improving Windstorm and Tornado Resilience: Recommendations for One- and Two-Family Residential Structures” (2023)
5. **FEMA P-2342**, “Mitigation Assessment Team Report: Hurricane Ian in Florida – Building Performance Observations, Recommendations, and Technical Guidance” (2023)
6. **FEMA P-804**, “Wind Retrofit Guide for Residential Buildings in Hurricane-Prone Regions” (2023)
7. **FEMA**, Recovery Advisories for December 2021 Kentucky Tornadoes: “Essential Facilities Located in Tornado-Prone Regions: Recommendations for Facility Owners” and “Reconstructing a Non-Residential Building After a Tornado” (2023)
8. **FEMA**, “Comparing National Flood Insurance Program Requirements to 2021 International Codes” (2022)
9. **FEMA P-2077**, “Mitigation Assessment Team Report: Hurricane Michael in Florida” (2020)
10. **FEMA**, “Building Codes Save: A Nationwide Study” (November 2020)
11. **FEMA P-2022**, “Mitigation Assessment Team Report: Hurricane Harvey in Texas” (2019)
12. **FEMA P-2023**, “Mitigation Assessment Team Report: Hurricane Irma in Florida” (2018)
13. **FEMA P-942**, “Mitigation Assessment Team Report: Hurricane Irma in Sandy in New York and New Jersey” (2013)

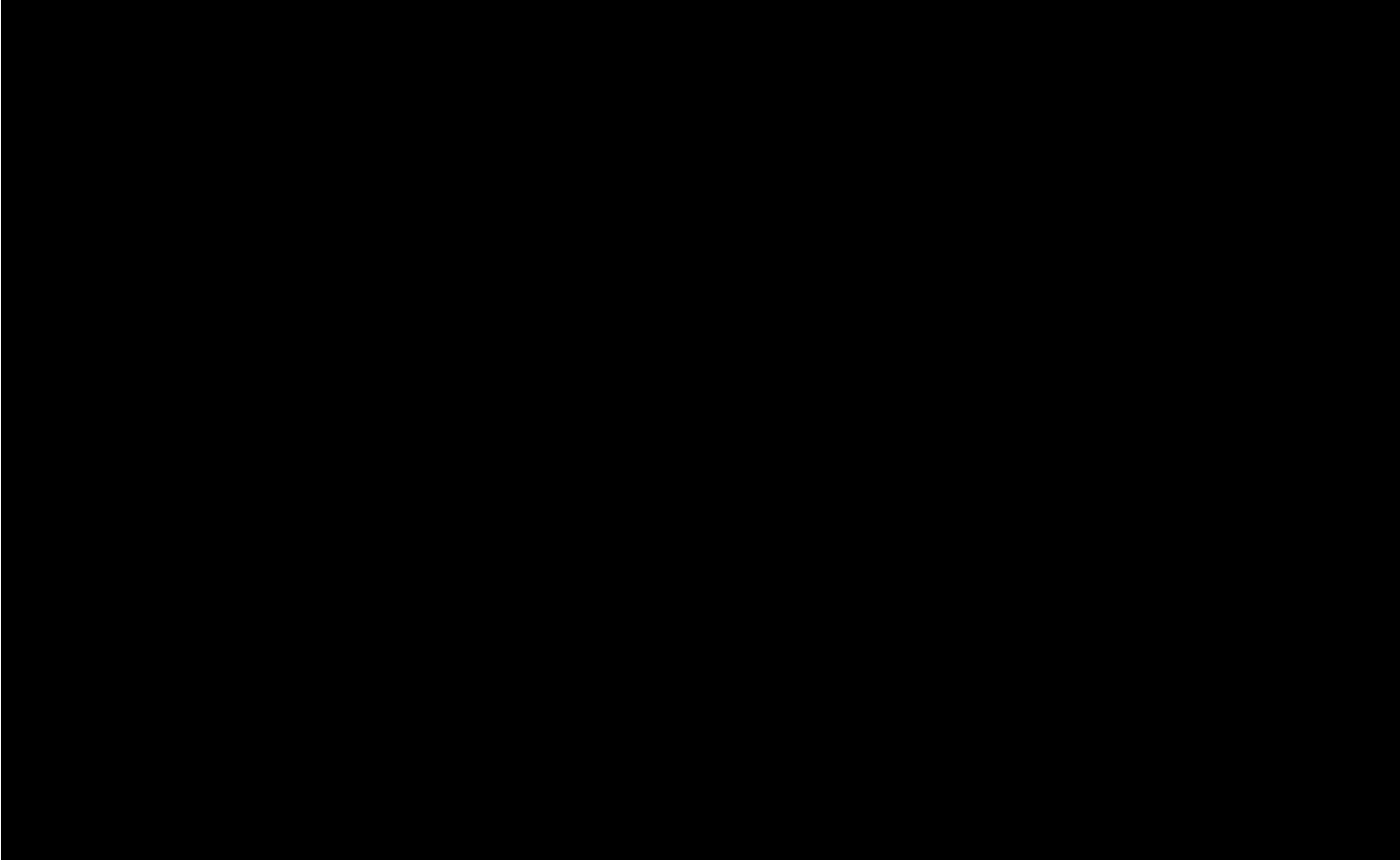
In addition to writing the technical documents used for federally funded projects, AECOM also has extensive experience managing and helping to implement the projects through its work on the FEMA Hazard Mitigation Assistance Administrative and Support Services contract from 2010–2023. We have provided continuous support to FEMA’s Grants Implementation Branch, managing over \$44M in work under two successive contracts. Our team has assisted with program strategy, guidance development, outreach, training, and application processing for various HMA programs.

To further assist with the implementation of best practices for natural hazard mitigation, AECOM has managed, monitored, and provided responses for FEMA’s Building Science (Project 1) Helpline, FEMA’s Safe Room Helpline (**Project 1** located in “**Project Experience of Similar Size and Scope**” on page 18, and FEMA’s Hazard Mitigation Assistance Helpline. Each Helpline can receive hundreds of inquiries a year. These inquiries come from the general public, design professionals, industry representatives, and other government agencies.

Training and Outreach

Outreach and training on natural hazard resistant codes and standards, as well as the aforementioned publications, were conducted under **Projects 1, 2, and 3** under “**Project Experience of Similar Size and Scope**” on pages 18-20 section of this proposal. The AECOM team proposed for DRM has delivered hundreds of hours of combined training and outreach engagement. These technical SMEs are also backed by AECOM’s experience with training and outreach highlighted in the “Training and Engagement” section that follows.





AECOM grew our collective expertise of CDBG-DR regulations through hands-on experience in delivering turn-key housing programs. From the initial planning process through program delivery and grant closeout, we are particularly equipped to handle the intricacies of working through a federally compliant program that is founded in community resilience.

The AECOM Team has supported more than 780 disaster recovery efforts at the federal, state, and local levels, integrating our global reach with local expertise, trusted innovative resilient solutions, and technical excellence. Having led and supported such efforts for over 40 years, we have served as the prime contractor for turnkey projects in the U.S. Virgin Islands, Puerto Rico, California, Oregon, Texas, Louisiana, New York, and New Jersey. We have a comprehensive understanding of CDBG funding as well as a multitude of other federal funding streams under the U.S. Department of Housing and Urban Development (HUD), FEMA, the Infrastructure Investment and Jobs Act, and the Inflation Reduction Act.

Exhibit 2 – Services and Capabilities throughout Disaster Lifecycle

Relevant Project Examples

Resilient Home Program (Southeast Texas Regional Planning Commission)

RHP leveraged CDBG-DR and CDBG-MIT funding to reconstruct single-family homes to meet additional resiliency and mitigation standards. Mitigation measures such as elevation above the previous high-water mark and wind mitigation also are included. Eligible homeowners may choose between one of five different construction methods:

- Tilt-wall construction
- Steel frame construction
- Poured in place 3D construction
- Resilient wood-frame construction
- Structural composite lumber construction

AECOM supported the GLO in developing the RHP SOPs, providing guidance and expertise to achieve the following five primary measures of success:

- Efficient Incorporation of New Program options into existing processes by designating RHP coordinators in each functional area, to guide applicants through the process
- Development of a Maximized Applicant Pool through targeted outreach and recurrent case management activities
- Rapid Implementation by developing streamlined program processes across multiple regions
- Improved Homeowner Experience through consistent, clear, and thorough communications
- Reduced Construction Planning Time, achieved through preliminary site planning activities and early collaboration with qualified builders

City of Lakeland, Polk County, Florida: Lake Bonnet Drainage Basin Flood Hazard Mitigation Project

The City of Lakeland (City) was awarded a \$42.9 million grant from the Department of Commerce (DOC) facilitated through the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant Mitigation (CDBG-MIT) initiative as part of the Rebuild Florida Mitigation General

Infrastructure Program. AECOM was tasked by the City to perform a feasibility study at the Lake Bonnet Drain to identify practical approaches to reduce flood risk for the Sterling and May Manor Mobile Home Parks and adjacent areas. The flood mitigation alternatives were assessed based on the level of service performance, offsite impacts, engineer's opinion of probable cost, permit issues, mitigation requirements and feasibility, FEMA compliance, property/ right-of-way requirements, and constructability. Based on the study results, the City selected the preferred flood mitigation strategy, for which AECOM is tasked with the design of the project. The project involves a pump station, sump pump stations, regrading, floodwalls, dredging of Lake Bonnet Drain, and other related flood mitigation infrastructure. AECOM will also be preparing the long-term operation and maintenance program which will include routine maintenance, such as removing debris and sediment within Lake Bonnet Drain and maintaining the pump facilities, such as exercising the generators and pumps and maintaining the access path leading to the sump pumps.

CM Services for the ReBUILD NC CDBG-DR Program – AECOM supported the North Carolina Office of Recovery and Resiliency to support construction management services for the CDBG-DR ReBUILD NC Program to address damage inflicted by Hurricanes Matthew and Florence.

North Carolina continues to recover from two major disasters in 2 years, affecting most counties in eastern North Carolina, displacing thousands of residents, and causing billions in damages across the state. The North Carolina Office of Recovery and Resiliency selected AECOM to provide construction management services to support its CDBG-DR programs for current and future disasters.

Under this contract, AECOM administered construction management services for the rehabilitation, reconstruction, replacement, and elevation of residential structures, in compliance with local, federal, and state statutory requirements for HUD CDBG-DR grants. We also provided construction management services in support of buyouts/acquisitions, small rental unit repairs, and/or multi-family rental homes.

AECOM completed repair, reconstruction, and/or placement of more than 700 structures, both single-family stick-built homes and Manufactured Housing Units (MHUs) were replaced or repaired. The scope included site assessment, demolition, and lead and asbestos remediation. AECOM met all program metrics and created efficiencies in the bid process by geocoding street addresses, creating batches to optimize total applications in a specific area, and appealing to general contractors to maximize efficiencies and effectively reduce program costs. Specific areas of support and responsibility included:

Program Management

AECOM provided program design, management, and implementation services to support on-time and on-budget delivery of the new and reconstructed housing units. The program was developing during the pandemic. The team developed COVID-19 construction protocols as part of our construction standard operating procedures to limit delays to construction schedules. The team provided ongoing communication with homeowners during all phases of construction. To maintain quality, safety, budget, and schedule, the team developed items such as:

- General Contractor Scorecard
- Construction change order procedures
- Process flow and data management for implementation and testing of a Construction System of Record
- Contractor invoice review and payment approvals

Program Highlights

- ❖ Performed both phases of construction management services scope delivery simultaneously
- ❖ Met all performance metrics
- ❖ Planned the batch bid process by geocoding street addresses, creating bid batches to optimize the number of applications in a specific area
- ❖ Identified obstacles and potential solutions to the adoption of more hazard-resistant building codes by looking at the problem from a cost-effectiveness, environmental impact, and social-political acceptance standpoint along with engineering solutions.

Case Management

Information management during the contractor selection phase, emergency move-out support, construction progress and production tracking, complaint resolution, resolution of warranty issues, monitoring, and applicant advocacy.

Construction Management



AECOM provided construction management services for the rehabilitation, reconstruction, replacement, and elevation of residential structures in compliance with local, federal, and state statutory requirements for HUD CDBG-DR grants. We also provided construction management services for work supporting buyouts/acquisitions (e.g., demolition work, abatement, and decommissioning wells and septic systems; small rental unit repairs; and/or multifamily rental homes).

Exhibit 3 – AECOM’s Housing Response & Recovery Projects

State/Territory	Client	Project
California	FEMA	FEMA Hazard Mitigation Assistance Technical Assistance
Mississippi	Development Authority	Hurricane Katrina CDBG-DR Housing Program
North Carolina	Office of Recovery and Resiliency	CM Housing Services Hurricane Matthew & Florence
North Carolina	Emergency Management	Hurricane Florence STEP Program
Texas	Southeast Texas Regional Planning Commission	Hurricane Ike CDBG-DR Housing Program
Texas	General Land Office	Hurricane Ike CDBG-DR Housing Program
Texas	Disaster Recovery Support Services	City of San Marcos CDBG-DR
USVI	FEMA, IA-TAC	Hurricanes Irma & Maria Mass Care Technical Assistance; Codes and permitting compliance

Training and Engagement

Our innovative trainings and engagements are conducted in a variety of formats, ranging from traditional in-person settings to virtual and interactive online rooms web-based trainings via our own virtual solution, as well as the creation of accessible YouTube videos.

AECOM’s Strategic Communications Services group comprises stakeholder and public engagement specialists, event planners, meeting facilitators, writers, editors, graphic designers, web designers, and video producers who support our client’s in-person and virtual, traditional, and innovative communications needs.

We partner with our clients to create opportunities for equitable, outcome-driven engagement and training.

AECOM has provided trainings and engagements for federal and state clients for decades (see Exhibit 4). Key benefits of working with AECOM on the Department's two engagements include:

- Lessons learned from more than 20 years of planning, managing, and facilitating, federal, state, local, and private-sector clients meetings, events, and trainings
- Support from strategic communications counsel and multimedia design leaders
- A thorough understanding of accessibility to ensure underserved populations have the same access to training and roundtable participation as the general population—whether this is through 508-compliant materials or providing in-person supports, AECOM wants to help everyone have equal access to participation.

Exhibit 4 – Successful Programs Performing Stakeholder Outreach And Training



U.S. Army Chemical Weapons Disposal

Our team led communications around the disposal of the nation's chemical weapons stockpile for many years. From congressional engagement to grassroots outreach, this well-rounded program contributed to community comfort with the process and on-time project execution in several locations nationwide.



U.S. Army Corps of Engineers New Orleans District

Following Hurricane Katrina, we led public scoping meetings for numerous environmental restoration projects throughout coastal Louisiana. Handling everything from logistics to facilitation, we made these meetings a pleasant experience for both our clients and the local community participants.



Federal Emergency Management Agency Flood Mapping

We help FEMA distill complex flood risk information so people can better understand personal risk, mitigation, and preparedness. Creative solutions have included social media training for emergency managers and interactive models and curriculum for school-aged children.



Bureau of Ocean Energy Management

Giving interested parties an opportunity to learn about the offshore renewable energy planning and leasing process, we planned and facilitated multiple public meetings along the east coast. We developed messaging, displays, and meeting materials aimed at sharing information and addressing concerns.



Commonwealth Edison

For more than a decade, our team supported public relations surrounding environmental remediation activities at former manufactured gas plant sites in Illinois. We developed and implemented strategic communications and environmental justice plans to ensure equitable engagement.



New York City Department of Small Business Services

To promote the availability of resilience assessments and grants to hundreds of small businesses in New York City, we led a robust outreach campaign that included partnerships with community-based organizations, multi-lingual door-to-door outreach, media relations, and advertising.



Arlington Memorial Bridge Rehabilitation

Leading up to and during the rehabilitation of this iconic piece of the nation's infrastructure, we communicated with bridge users about the importance and impact of project. We helped the National Park Service kick off the project with a visualization and commemorated it with a capstone video.



Hampton Roads Sanitation District

In support of the Sustainable Water Initiative for Tomorrow (SWIFT), we lead community-focused activities and industry outreach. We have produced in-person and virtual events and tours providing opportunities for potential partners, area residents, and students to engage with this innovative program.



Norfolk Coastal Storm Risk Management

This project will reduce Norfolk's risk of coastal flooding and damage from significant storm events. We are communicating with residents through a variety of tactics about how this project builds resilience that supports communities, Virginia's economy, national readiness, and global security.

Most recently, AECOM hosted a 500-person event for the Hampton Roads Sanitation District to showcase a program, share information, gather feedback, and facilitate networking. Our event team handles everything from logistics to facilitation, including:

- Event desired outcome identification
- Creation of invitation lists
- Design of promotional materials, including invitations, advertisements, and social media content
- Agenda development
- Presentation development, including written content, graphic design, and multimedia elements
- Management of a robust event planning tracker
- Facilitation of all planning meetings and the main events
- Onsite registration support
- Coordination with venues, caterers, audio/visual providers, photographers, videographers, translators, and other vendors
- Production of event-related materials, including displays, handouts, and promotional items
- Development of onsite feedback mechanisms and after-action evaluation forms
- Creation of a post-event recap package that can be shared with stakeholders and attendees if desired

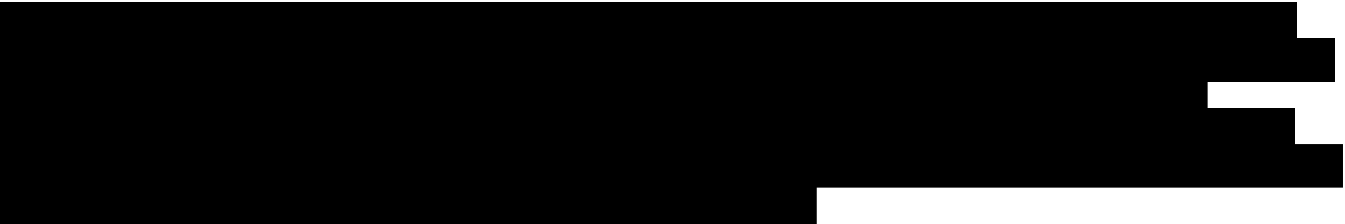
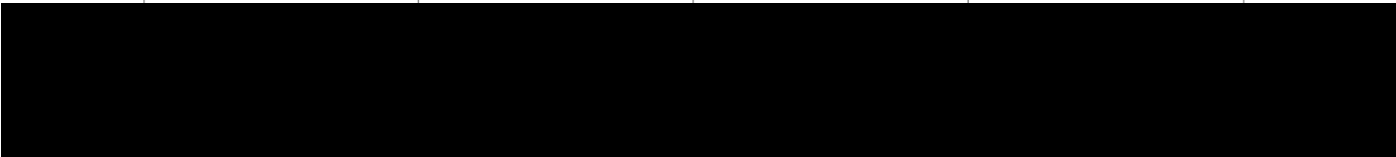
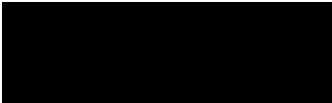
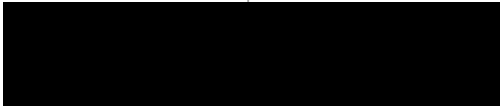
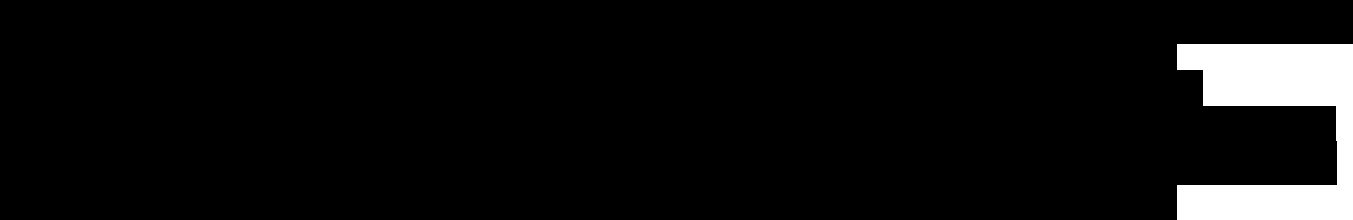


Exhibit 5 – Organizational Chart

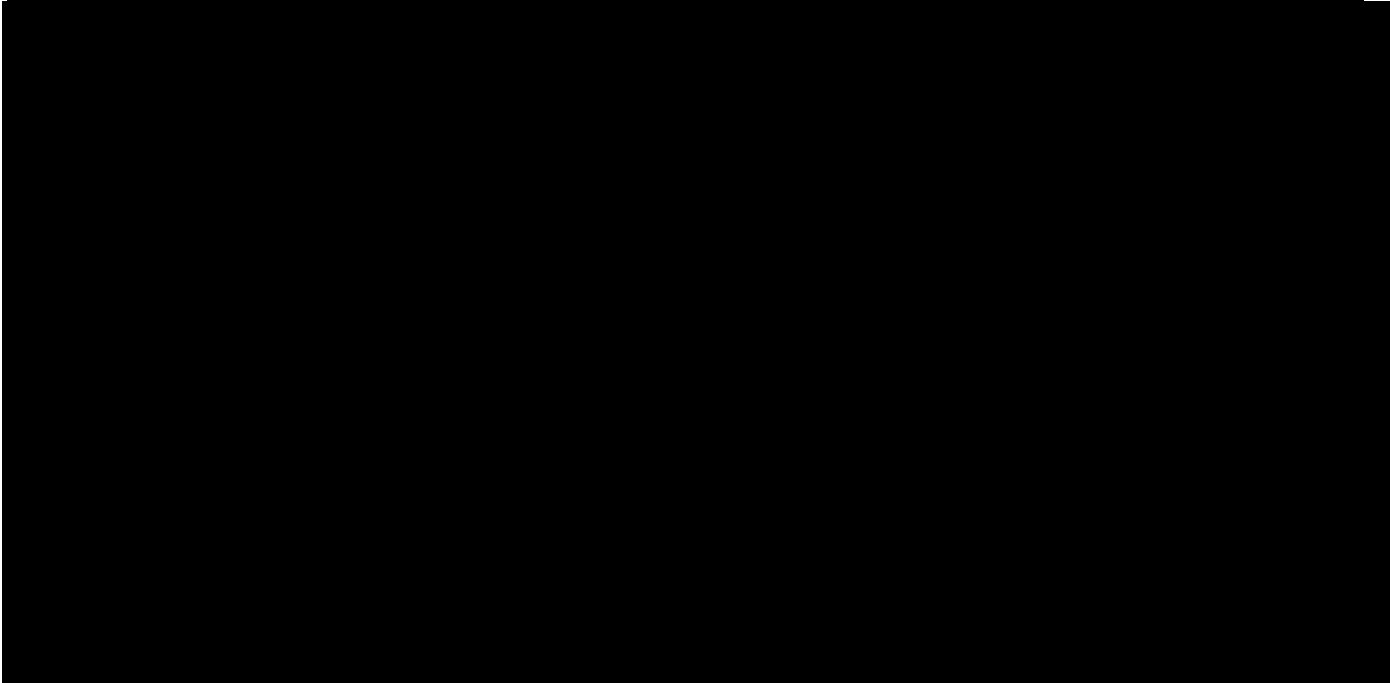
STATE OF NEW JERSEY
DEPARTMENT OF COMMUNITY AFFAIRS
DIVISION OF DISASTER RECOVERY AND MITIGATION



Meet Your Team



Name	Value We Bring to Your Project
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Name	Value We Bring to Your Project

Name	Value We Bring to Your Project

PROJECT EXPERIENCE OF SIMILAR SIZE AND SCOPE

Project 1: FEMA, Production and Technical Support Services (PTS) for Zone 2 – Building Science

Building Science Control Account, FY24 Building Science National Task Order (NTO), FY25 NTO

Description of Project Scope

AECOM provides a wide variety of services under this contract including its building science subject matter expertise in support of FEMA’s Risk Management Directorate. Initially this support was performed as part of the Standard Operations account on the 2021 PTS contract. Starting with FY24, the building science work was completed under a standalone NTO; the current is the on-going FY25 NTO. Compass assists in writing and updating FEMA’s large suite of natural hazard mitigation guidance and publications, providing natural hazard mitigation subject matter expertise and technical assistance, conducting outreach through workshops and conference presentations, and participation in the model building code and standards development process to advocate for increased natural hazard resiliency.

AECOM assists FEMA with monitoring building codes and standards to advocate for increased natural hazard resiliency. AECOM also assists FEMA through proposing and testifying (as applicable) for changes to the model codes and reference standards to support natural hazard resiliency. Some of the recommendations for changes to the model codes and referenced standards come from FEMA’s MAT deployments. AECOM helps FEMA to meet their codes and standards resiliency goals through subject matter expertise and through relationships with entities such as IBHS, ASFP, NAHB, and industry partners such as PCI, ARMA, and AWC. AECOM supported FEMA and their interests during the 2021, 2024, and 2027 International Code Council (ICC) update cycles. AECOM also supports FEMA’s interests during the development of standards, including: ASCE 7, *Minimum Design Loads for Buildings and Other Structures*; ICC 500, *ICC/NSSA Standard for the Design and Construction of Storm Shelters*; ASCE 24, *Flood Resistant Design and Construction*; and the upcoming ASCE/SEI/AMS *Wind Speed Estimation in Tornadoes*.

AECOM has also managed, authored, and/or technical edited more than 50 of FEMA’s natural hazard mitigation publications. Most recently, AECOM updated some of the most popular FEMA publications - FEMA P-361, “Safe Rooms for Tornadoes and Hurricanes: Guidance for Community and Residential Safe Rooms” (Fifth edition, 2024) and FEMA P-320, “Taking Shelter from the Storm Building or Installing a Safe Room for Your Home” (Sixth edition, 2024).

To further assist with the implementation of best practices for natural hazard mitigation, AECOM has managed, monitored, and provided responses for FEMA’s Building Science Helpline, FEMA’s Safe Room Helpline and FEMA’s Building Science Disaster Support Helpline. These inquiries come from the general public, design professionals, industry representatives, and other government agencies.

Under this work, AECOM also assists the management of FEMA's BSDS program. BSDS helps communities rebuild smarter - ensuring that recovery efforts incorporate mitigation measures that reduce future risk, protect lives and property, and ultimately lower the financial and social costs of repeated disasters through best practice and guidance publications, outreach and training, and proposals to improve the natural hazard resiliency of building codes and standards. AECOM monitors developing natural hazard incidents for the BSDS Program before, during, and immediately following their impact. Data pertaining to the impacts of events is used to recommend whether a Pre-MAT or MAT should be deployed, as well as potential areas of study for the deployments.

AECOM has also conducted hundreds of hours of outreach and training on natural hazard resistant codes and standards, as well as the aforementioned publications.

Project 2: Building Science Disaster Support for DR-4673-FL Hurricane Ian Mitigation Assessment Team

Description of Project Scope

As part of the Compass joint venture, AECOM helped lead the Hurricane Ian MAT deployment for FEMA's BSDS program. The MAT deployed with four teams of SMEs: Coastal, Flood, Critical Facilities, and Wind to document building and related infrastructure performance through observation, as well as to interview critical facility and owners and operators. The MAT assessed hundreds of coastal and inland residential properties; critical facilities; municipal, commercial and public buildings; grant projects; manufactured homes; seawalls; numerous flood and wind protection measures; and various shelter types.

Using these observations, the MAT drew conclusions and then generated over 80 actionable recommendations for stakeholders (including FEMA, federal, state, local, tribal and territorial governments; designers, developers, contractors and the construction industry; building code and standards organizations; researchers; planners; emergency managers; building owners; operators and other key stakeholders) to increase natural hazard resiliency against future events. These actionable recommendations, along with their respective conclusions and observations were published in FEMA P-2342, *Mitigation Assessment Team Report - Hurricane Ian in Florida: Building Performance Observations, Recommendations, and Technical Guidance* (FEMA, 2023). Three Recovery Advisories were also published: *Recovery Advisory 1: Designing for Flood Levels Above the Minimum Required Elevation After Hurricane Ian*; *Recovery Advisory 2: Reducing "Loss of Utility" Impacts to Critical Facilities*; and *Recovery Advisory 3: Reducing Water Intrusion Through Windows and Doors*.

AECOM assisted in delivering multiple webinars ranging from 20 to 180 participants, along with in-person presentations at conferences such as the National Flood Conference and ASFPM Conference.

Description of Project Scope

The purpose of this Task Order was to provide Disaster Support for survivors of Hurricane Ida DR-4611-LA by assisting and supporting FEMA/state disaster operations to promote resilience to all State, Local, Tribal, and Territorial entities with regards to promotion and support of the adoption of updated building codes, update wind retrofit guidance, update elevation requirements, and extend Building Science SME support for Individual Assistance, Public Assistance, and Mitigation).

Under this Task Order, AECOM provided SME and technical support to promote the updated 2021 model building codes during the LSUCCC (Louisiana State Uniform Construction Code Council) Code Update Council Meetings. This subtask included coordination with stakeholders throughout Louisiana to provide technical support for enhanced flood-resistant construction requirements in their statewide building code. In the previous statewide building code adoption cycle the LSUCCC had weakened the statewide building code by amending out freeboard requirements from the 2015 base model codes. Through successful support and coordination, the model code freeboard requirements were adopted into the updated 2021 statewide building code without amendments, resulting in increased minimum lowest floor elevation requirements for new residential and nonresidential construction.

AECOM led the update of FEMA P-804, *Wind Retrofit Guide for Residential Buildings in Hurricane-Prone Regions* (2023) as part of this task order. FEMA P-804 summarizes the technical information needed for selecting and implementing cost-effective wind retrofit projects for existing one- and two-family dwellings. The second edition of FEMA P-804 (last published in 2010) provides clarified and updated guidance based on lessons learned over the past 13 years of post-hurricane damage assessments and advances in wind engineering. Much of this wind-related damage can be reduced by improving the performance of the existing buildings through retrofits that strengthen the residential building's envelope and load path. FEMA P-804 presents mitigation measures in "Mitigation Packages." A Mitigation Package is a combined set of retrofit measures that must be implemented for a house to provide a defined level of protection. FEMA P-804 defines three successive Mitigation Packages: Basic, Intermediate, and Advanced. Implementing the Mitigation Packages in this Guide on existing vulnerable houses within hurricane-prone regions of the United States and its territories will result in their improved performance in high-wind events. A change to the 2023 edition of FEMA P-804 is that the Mitigation Packages now correspond closely to the Insurance Institute for Business & Home Safety's (IBHS's) 2020 FORTIFIED Home Standard FORTIFIED Home™ – Hurricane designations for existing homes. FEMA P-804 references the criteria for 2020 FORTIFIED Hurricane Home designations (referred also as the "Basis of Requirements") for existing homes with some exceptions, which are more conservative and designated as "FEMA Grant Requirements." FEMA Grant Requirements must be implemented to receive FEMA funds for retrofit projects.

Following the release of the second edition of FEMA P-804, an accessible YouTube video was created and published to provide an overview of the updated edition. This video has generated over 2,000 views since its release. <https://www.youtube.com/watch?v=T5JgKYhmdd8>

This Task Order also saw the development and publishing of the FEMA Advisory: *Building the Case for Open Space (Foundations)* and the FEMA Fact Sheet, *Hurricane Ida DRRA Section 1206 Implementation Case Study*.

Project 4: Strengthen Kentucky Homes – Post-Disaster Resilience Implementation

Description of Project Scope

Following the devastating December 2021 tornadoes,

Key Deliverables & Relevance to NJ Scope:

- **Technology Implementation:** Successfully implemented FORTIFIED roofing standards across residential properties, demonstrating practical application of resilient building technologies.
- **Stakeholder Engagement:** Conducted extensive outreach to homeowners, home builders, non-profit developers, and local and state officials to promote the adoption of resilient practices.
- **Training & Education:** Developed and delivered educational programs for local builders, contractors, and insurance producers on resilient construction techniques and their benefits.
- **Barrier Assessment:** Identified and addressed adoption obstacles, including cost concerns, contractor familiarity, and regulatory compliance issues.
- **Strategic Implementation:** Supported the creation of a state grant program framework and insurance incentives to encourage participation in resilience measures.

Project 5: Building Code Enforcement and Resilience in North Dakota – Comprehensive Research and Strategy Development

Description of Project Scope

Conducted comprehensive research, stakeholder engagement, and policy analysis for North Dakota's Department of Commerce to develop a statewide strategy for enhancing community resilience.

Key Deliverables & Relevance to NJ Scope:

- **Innovative Technology Research:** Analyzed emerging building technologies and resilient construction practices, evaluating their suitability for local environmental and regulatory conditions
- **Comprehensive Barrier Analysis:** Conducted a detailed assessment of obstacles preventing the adoption of resilient building measures, including regulatory gaps, market constraints, and industry resistance
- **Industry Networking & Engagement:** Performed extensive stakeholder interviews with legal experts, policymakers, building officials, industry organizations, and financial institutions to map the construction ecosystem
- **Training Program Design:** Developed recommendations for contractor continuing education, certification programs, and professional development initiatives
- **Strategic Implementation Framework:** Created actionable recommendations for policy changes, funding mechanisms, and industry engagement strategies
- **Ongoing Knowledge Development:** Proposed structures for maintaining awareness of emerging practices through regulatory updates and industry collaboration

Research Methodology: Employed a multi-faceted approach that included comparative analysis of state programs, stakeholder interviews, policy gap analysis, and best practices research.

Outcomes: Delivered an actionable strategy that addressed the full spectrum of challenges from regulatory harmonization to industry engagement, providing North Dakota with a roadmap for transforming their building resilience landscape.

Project 6: Long-Term Research Contributions to Florida's Resilient and Innovative Construction Practices

Description of Project Scope

_____ of Community Affairs (DCA)—to advance resilient housing and construction innovations across the state.

Post-Storm Damage Assessments and Code Recommendations: [REDACTED] has conducted numerous statewide forensic investigations following major hurricanes, delivering final reports and actionable insights for Hurricanes Helene/Milton (2025), Ian (2023), Michael (2019), Irma (2017), and Matthew (2016). These studies evaluated the performance of housing stock under Category II–V wind loads and storm surge impacts, identifying critical failure patterns in roofing systems, cladding, fenestration, and structural connections. Each report was reviewed by Florida’s Technical Advisory Committees and the Florida Building Commission, resulting in direct recommendations for amendments to the Florida Building Code aimed at enhancing resilience in future construction.

Innovations in Building Materials and Systems: In addition to post-disaster assessments, [REDACTED] has led experimental evaluations of building envelope products to mitigate wind and water intrusion damage. Projects included full-scale and laboratory testing of vinyl siding and soffit systems, assessments of hurricane-strength wind-driven rain resistance, and performance evaluations of sealed attic designs in Florida's humid climate zones. These findings have informed both code requirements and product certification standards, contributing to safer and more durable construction practices statewide.

Policy-Relevant Research Deliverables: Across more than 15 Florida-supported projects, [REDACTED] has integrated engineering science with policy-relevant guidance. Each final report underwent rigorous peer review at multiple state levels prior to adoption by the Florida Building Commission or other relevant agencies, making sure that recommendations were practical, enforceable, and aligned with Florida's resilience goals.

Impact and Relevance to New Jersey DRM Goals: Florida's experience offers direct parallels to New Jersey's current resilience challenges. [REDACTED] research demonstrates how targeted product testing, post-disaster performance data, and policy integration can bridge the gap between innovative construction techniques and real-world adoption, even in cost-sensitive housing markets. This background positions [REDACTED] to support New Jersey DRM's objective of integrating resilient building innovations into affordable housing recovery and mitigation programs.

Florida-Specific Reports

1. Hurricanes Helene & Milton Damage Survey (2025) – Florida Building Commission
2. Hurricane Ian Damage Survey (2023) – Florida Building Commission
3. Wind-Driven Rain Tests of Building Envelope Systems (2020) – Florida DBPR
4. Pressure Equalization & Wind Resistance of Vinyl Siding (2020) – Florida DBPR
5. Hurricane Michael Surge & Wave Effects (2020) – Florida DEM
6. Enhanced Construction Techniques for Florida Building Code (2019) – Florida DBPR
7. Hurricane Michael Damage Survey (2019) – Florida DBPR
8. Water Resistance of Building Envelope & Fenestration (Irma) (2019) – Florida DBPR
9. Vinyl Siding & Soffit Wind Resistance (Irma) (2019) – Florida DBPR
10. Hurricane Irma Damage Survey (2018) – Florida DBPR
11. Moisture in Roof Sheathing – Sealed Attics (2017) – Florida DBPR
12. Hurricane Matthew Damage Survey (2017) – Florida DBPR
13. Bolted Tubular Steel Structures Performance (2010) – Florida DOT
14. Hurricane Retrofit Mitigation Effectiveness (2008) – Florida DCA
15. Wind Loads on Residential Roofs (2006) – Florida DCA / FIU
16. Wind Loads on Complex Residential Roofs (2005) – Florida DCA / FIU

Project 7: Structural Extreme Events Reconnaissance (StEER) Network

██████████ serves as Co-Principal Investigator on this NSF-funded project, currently in its final no-cost extension year. The Structural Extreme Events Reconnaissance (StEER) Network, supported through a recent three-year renewal (CMMI 2103550), builds on the original EAGER award (CMMI 1841667). Since its inception, StEER has conducted reconnaissance for over 60 natural hazard events, engaging more than 400 contributors.

The renewed funding focuses on optimizing core operations of the network and advancing new protocols for faster, more efficient data gathering and processing. It also formalizes the sharing of findings with key stakeholders in research, policy, and practice.

Key developments in the current phase (StEER v2.0) include a tiered regional model that enables quicker, targeted field responses and enhanced automation for data collection and synthesis to accelerate analysis and reporting. This project continues to significantly improve the ability of engineers and researchers to collaborate in capturing and disseminating critical information about structural performance during extreme events, ultimately supporting safer and more resilient communities.

██████████ responsibilities include leadership and coordination of hurricane and tornado reconnaissance missions, as well as management of the REACH (Reconnaissance Engagement and Communications Hub) initiative, which aims to improve stakeholder communication and the impact of research. ██████████ the Wind Hazard Advisory Board, which advises leadership on impending hazard impacts. ██████████ plays a central role in organizing post-hazard event responses and in the authorship/editing of StEER reports and briefings, promoting effective communication with community leaders, practicing engineers, and the public regarding lessons learned from disasters caused by natural hazards. Major Activities and Contributions:

Hurricane Reconnaissance Missions:

- Led and supported multiple field response efforts for hurricanes including Helene, Milton, Sally, Laura, and Ian.
- Oversaw data collection of over 1,000 detailed structural damage records using the unified StEER app, supporting rapid forensic evaluations of residential, commercial, and critical infrastructure.

REACH Engagement and Communications:

- Directed the REACH initiative to transform complex technical findings into accessible formats for public audiences, decision-makers, and media, exemplified by the “Helping Decision Makers Apply StEER Insights” sprint post-Hurricane Otis.
- Developed communication templates for rapid dissemination of reconnaissance insights through public reports, presentations, and media engagement, enhancing the societal impact of StEER’s research.

Research Innovation and Collaboration:

- Engaged with NHERI and external stakeholders through workshops and webinars to share best practices and promote data reuse, including a featured presentation at the 2025 Hurricane Ian Researcher’s Workshop and the NHERI Computational Symposium.
- Actively contributed to policy discussions on housing resilience and hazard mitigation, interfacing with Congressional members and federal agencies to translate reconnaissance insights into actionable policy guidance.

Impact and Recognition

- StEER’s wind hazard datasets remain among the most accessed on NHERI’s DesignSafe curated archive supported by the National Science Foundation. Media appearances and interviews have helped elevate public awareness of hurricane and tornado risks. ██████████ leadership in communication and data quality has reinforced StEER’s role as a pivotal resource in advancing wind hazard resilience.

CONTRACTOR APPROACH AND METHODOLOGY

Overall Approach

AECOM's approach to this comprehensive report recommending innovative and resilient technologies and construction practices builds on unparalleled experience in disaster recovery, resilient housing, and innovative construction practices. We are CDBG-DR, FEMA Public Assistance, and Hazard Mitigation Assistance implementers with extensive work in New Jersey and around the US as well as national leaders in building science in support of FEMA, state, and private-sector clients. [REDACTED]

[REDACTED] Together, we offer a powerful combination of technical expertise, local knowledge, builder community relationships, and proven implementation capacity to help DRM identify, evaluate, and promote innovative building solutions that are both forward-thinking and grounded in real-world feasibility.

Our approach directly addresses the core challenge identified in the RFP: understanding why previous Department of Community Affairs (DCA) solicitations for innovative building solutions and homeowner incentive programs yielded minimal engagement. Beyond just cataloguing technologies and developing guidance, we will focus on diagnosing and resolving the disconnect between available resilient solutions and their practical adoption by builders and developers.

[REDACTED] In the first 3 months, we will focus on project mobilization, establishing a detailed project management plan (PMP), developing research templates, conducting a review of existing literature and programs, and finalizing an outreach and stakeholder engagement strategy. This foundational phase ensures alignment with DRM's goals and sets the stage for effective collaboration.

From months 3 to 6, we will initiate targeted outreach and begin our first round of stakeholder engagement. This includes interviews with developers, builders, and resilience experts, as well as early-stage identification of promising technologies and practices. These insights will inform the structure of our public and private convenings.

Between months 6 and 12, we will host a series of forums, workshops, and roundtables to deepen engagement with the building community and gather feedback on emerging findings. Concurrently, we will conduct in-depth research and analysis of innovative technologies, barriers to adoption, and opportunities for strategic partnerships.

In the final 12 months, we will synthesize our findings into a comprehensive report and develop a tailored training and engagement program. This will include curriculum design, certification recommendations, and strategies for long-term knowledge sharing. Throughout this phase, we will continue to support DRM with implementation guidance, partnership facilitation, and public messaging support to ensure the recommendations are not only insightful but also actionable and sustainable.

Understanding of the Requirements of the Scope of Work

This scope of work seeks to solve one of the hardest problems in America, how to enable and incentivize builders, homeowners, and the development community to buy into and create resilient, affordable housing options.

The State of New Jersey faced a significant decrease in the availability of affordable housing following major disasters, most notably Hurricane Sandy (2012) and Hurricane Ida (2021). In response, the New Jersey DCA, through its Division of Disaster Recovery and Mitigation (DRM), sought to leverage CDBG-DR to deliver resilient housing recovery in the state.

Despite these efforts, the state continues to encounter persistent barriers in implementing innovative and resilient construction practices—particularly within the affordable housing sector. While the need for resilient

housing solutions has grown more urgent due to the increasing frequency of extreme weather events, DRM found unexpected resistance among homeowners and developers in adopting such practices. Previous DCA solicitations for innovative building solutions have yielded minimal engagement, highlighting a critical gap between the availability of resilient technologies and their practical adoption in the field.

[REDACTED]

This RFP reflects a strategic pivot: rather than seeking immediate implementation of specific technologies, DRM is now focused on understanding the systemic barriers to adoption and identifying actionable strategies to promote resilient construction practices across New Jersey. The goal is to develop a comprehensive, research-based report and training plan that not only evaluates emerging technologies but also provides a roadmap for engaging the construction and development community, aligning regulatory frameworks, and fostering long-term knowledge sharing and innovation.

Our team recognizes that resilience in housing is not solely a technical challenge, it is also a social, economic, and institutional one. Addressing this requires a multidisciplinary approach that combines technical expertise in resilient design, deep understanding of local regulatory and market dynamics, and a strong ability to engage stakeholders, especially in the builder and development community. We are prepared to support DRM in this mission by delivering a report that is both visionary and grounded in the realities of New Jersey's housing landscape.

Project Management Approach

AECOM will apply a structured, outcomes-driven project management approach to ensure timely, high-quality delivery of all contract requirements.

[REDACTED]

[REDACTED] AECOM's dedicated project manager and a long-time building sciences leader, will serve as the primary point of contact for DRM, supported by a multidisciplinary team with expertise in resilient housing, stakeholder engagement, training design, and policy analysis.

[REDACTED]

[REDACTED] We will use digital collaboration tools to ensure real-time communication and transparent progress tracking. Key performance indicators will focus on stakeholder engagement metrics and outcomes, not just deliverable completion.

To ensure transparency and accountability, AECOM will implement regular progress monitoring and reporting mechanisms. We will hold biweekly check-ins with DRM to review milestones, address emerging issues, and align on next steps. In addition, we will provide quarterly progress summaries aligned with the convenings described in the scope, which will serve as both internal checkpoints and opportunities for stakeholder feedback. All project activities will be tracked against a master schedule and risk register, allowing us to proactively manage dependencies, mitigate delays, and adapt to changing conditions without compromising quality or outcomes.

Reporting will be concise and action-oriented, focusing on what's working, what's not, and what needs to change. All reports will include specific recommendations for course corrections to ensure maximum impact.

AECOM's project management approach is designed to be flexible, collaborative, and deeply aligned with DRM's goals. We understand that successful delivery of this project requires more than technical expertise; it requires responsiveness, coordination, and a shared commitment to advancing resilient and affordable housing in New Jersey.

[REDACTED]

[REDACTED]

By combining our national program management experience with local insight and a strong team of partners, we will ensure that this project remains on track, on budget, and focused on impact.

Research and Report Development Approach

AECOM will follow a programmatic approach to the design, development, and delivery of this effort. This approach considers identification and localization of technologies and tools, communications and engagement, program strategy, capacity building (training and knowledge development), and implementation to enable the *outcomes* that New Jersey is seeking—more readily available, resilient, affordable housing, particularly following disasters.

Exhibit 7 – New Jersey Smart Housing State Disaster Framework

Identification of Innovative Technologies

As FEMA’s Building Sciences support team, AECOM has extensive experience in researching and developing technical reports and guidance on leading building technologies and innovations. [REDACTED]

[REDACTED] Our research strategy for identifying innovative and resilient building technologies will begin with a structured scan of national and international sources, including academic research, industry publications, national labs, and innovation hubs such as the Department of Energy’s Building Technologies Office, HUD’s Partnership

for Advancing Technology in Housing (PATH) program, and the National Institute of Building Sciences. We will also review findings from post-disaster field studies, including FEMA MAT reports and Building Science resources, to identify technologies that have demonstrated performance in hazard-prone environments. [REDACTED] team will be key in helping to identify the most likely technology candidates gathered from this research. Our work will also benefit directly from [REDACTED] hands on experience implementing innovative FORTIFIED and Wildfire Prepared Home Construction Standards. Technologies under consideration may include modular and panelized construction systems, flood-resistant materials, elevated foundation systems, and temporary technologies to limit disaster impact, such as those deployed in Tampa following Hurricane Helene and the solutions proposed for the Eastwick neighborhood of Philadelphia. [REDACTED]

[REDACTED] Each candidate technology will be assessed for its technical feasibility, cost-effectiveness, regulatory compatibility, and relevance to affordable housing in New Jersey. Our team's experience supporting FEMA's building science initiatives, leading innovative wind and wildfire retrofit implementation, and designing and publishing on resilient construction techniques enables us to critically evaluate these technologies not only for innovation, but also for their real-world performance and adoption potential.

Suitability Assessment

To assess the suitability of innovative and resilient building technologies for New Jersey, we will begin by mapping a combination of New Jersey hazard data (e.g., data from New Jersey HazAdapt and flood risk maps) and planning data (e.g., land use and New Jersey Department of Environmental Protection [DEP] parcel and land use maps). This will help us identify potential areas of need for different technologies.

Next, each technology identified through our research will be evaluated for its potential technical performance under New Jersey's specific hazard conditions, its compatibility with state and municipal regulations, and its cost-effectiveness in affordable housing contexts. We will conduct interviews with local code officials, developers, and housing authorities to validate regulatory feasibility and identify implementation constraints. Where appropriate, we will use GIS overlays and scenario modeling to visualize where certain technologies are most applicable. This approach ensures that our recommendations are not only innovative but also grounded in the practical realities of New Jersey's built environment and policy landscape. [REDACTED]

[REDACTED] We will create implementation roadmaps showing the steps, timeframes, and responsible parties needed to make each technology viable in New Jersey. This may include identifying pilot project opportunities where technologies can be tested and refined before a broader rollout.

Barriers to Adoption

Our approach to identifying barriers to adoption will combine policy analysis, stakeholder engagement, and market research to uncover the full spectrum of obstacles that may prevent contractors and developers from implementing resilient building practices. We will leverage [REDACTED] proven barrier assessment methodology, which has been applied successfully in states such as Texas, Colorado, Louisiana, and North Dakota. Our [REDACTED] also has extensive experience working with both communities and industry on overcoming barriers to resilient practice implementation. First, we will review past homeowner incentive programs and solicitations for resilient building solutions from DRM and uncover potential reasons that they have not been successful. This includes analyzing application processes, incentive structures, timing, and communication approaches. We will engage with both participants and non-participants to understand decision-making processes and identify specific friction points that prevented broader engagement.

Common Barriers to Adoption

Cost of Implementation

- Lack of regulatory clarity
- Unavailability of technical assistance
- Unfamiliarity with methodology
- Difficulty/complexity accessing funding or meeting government requirements
- Inconsistent codes and standards

Next, we will review local and state building codes, zoning ordinances, and permitting processes to identify regulatory misalignments or ambiguities that may discourage innovation. In parallel, we will conduct interviews and workshops with developers, builders, code officials, and housing advocates to surface practical challenges such as cost premiums, supply chain limitations, labor skill gaps, and perceived market demand. We will also assess financial and insurance structures that may disincentivize upfront investment in resilience. This multi-dimensional analysis will allow us to distinguish between structural, behavioral, and economic barriers, and to recommend targeted strategies—such as code updates, incentive programs, or technical assistance—that can help overcome them. Our final report will include analysis on how to overcome adoption barriers alongside feedback from conversations with developers. Each barrier will be classified by difficulty to address any potential impact of removal and create a prioritized action plan for DRM.

Industry Scan and Networking

Our industry scan will focus on identifying organizations and individuals who have successfully scaled resilient housing adoption, not just those working on innovative technologies. The AECOM team, including our subcontractors, is deeply engaged in the national conversation around building resilience. Staff on this project have contributed to ASCE-24, implemented the FORTIFIED standard, served on the Technical Advisory Committee for FLASH, and led the Applied Technology Council. We will use our broad industry presence and close relationships with professional networks, academic institutions, and innovators such as the National Institute for Building Science as the foundation for our industry scan, relying on the special relationships of our [REDACTED] in their areas of expertise. We will prioritize partnerships with entities that have demonstrated ability to change market behavior and drive adoption at scale. The contact list will include detailed profiles of each organization's capabilities, successful projects, and potential roles in New Jersey initiatives, creating a ready-to-use resource for DRM.

In addition to identifying and connecting with organizations individually, the team will work with DRM to submit speaking and workshop proposals to key conferences as a way of generating additional, nationwide input into New Jersey's solutions.

Engagement and Training Strategy

AECOM and our teaming partners have extensive experience delivering building code and construction technique training to builders, developers, local officials, and homeowners, including in on-demand, virtual, and in-person environments. Assisting in the development and delivery of training will be one of the main focuses of [REDACTED]. To develop an effective engagement and training strategy, we will begin by conducting a landscape analysis of the builder and developer ecosystem in New Jersey, including trade associations, licensing bodies, and workforce development programs. Through interviews, surveys, and

convenings, we will assess current levels of awareness, capacity, and motivation related to resilient construction practices. Based on this input, we will identify engagement methods that resonate with local stakeholders, such as peer-led workshops, builder roundtables, or integration with existing continuing education requirements. We will also explore incentive mechanisms, including recognition programs, preferred contractor lists, and potential financial offsets or grant linkages. Our strategy will be informed by successful models from other states and tailored to New Jersey's regulatory and market context. The result will be a set of actionable, stakeholder-informed recommendations for DRM to engage and mobilize the building community around resilience.

Exhibit 8 – Government, Agency, and Stakeholder Interests

Our training strategy will be built around solving real business problems that builders face, with resilience as a potential solution rather than an additional burden. We will explore multiple delivery formats including just-in-time technical assistance, peer-to-peer learning networks, on-demand offerings, and formal workshops. The program will include exploring potential certification pathways that provide market advantages to participating contractors, such as preferred status for public projects or insurance discounts.

Ongoing Knowledge Development

To support DRM and the broader building community in staying current with emerging resilient construction practices, we will develop a learning agenda and knowledge management strategy (to be included in as part of the training program deliverable) tailored to the needs of the New Jersey building, development, and land use management community. Our methodology will include comprehensive stakeholder interviews to

understand current information access patterns, assessment of existing knowledge sharing platforms used by the industry, and analysis of successful models from other states facing similar challenges. We will conduct a gap analysis between available knowledge resources and actual builder needs, evaluate the effectiveness of current continuing education requirements, and identify opportunities to integrate resilient building information into existing professional development pathways.

Recommended activities will be multifaceted and will include knowledge sharing opportunities (conferences and symposia), digital resource libraries, and options such as newsletters, roundtables, and technical webinars to highlight best practices and case studies. We will prioritize recommendations based on stakeholder feedback regarding preferred learning formats, existing industry events that could incorporate resilient building content, and analysis of which knowledge sharing approaches have achieved the highest adoption rates in the construction sector. The key features of our approach will be scalability, sustainability, and accessibility. The strategy should be able to right-size quickly to meet information demands, leverage a network of supporting organizations to develop and deliver content, and produce content that is easy to access, understand, and use. Another element of the strategy may be incentives, such as certifications or continuing education credits, associated with participation.

[REDACTED] We will evaluate this option through pilot testing with select builder groups, assessment of existing digital platforms used by the industry, and cost-benefit analysis of development versus leveraging existing systems. The platform would include case studies of successful New Jersey projects, lessons learned databases, and direct connections to technical experts. We will also create a feedback loop system that captures real-world implementation challenges and rapidly disseminates solutions across the network. All content could be designed for mobile access. [REDACTED]

Strategic Guidance

Bringing together the lessons learned from stakeholder engagement and in-depth research, AECOM will develop a strategic action plan to promote and sustain the adoption of resilient building practices across New Jersey. This plan will be grounded in the realities of the local construction market, regulatory environment, and community needs, and will be designed to extend beyond the initial 2-year contract period. Our approach will begin by synthesizing findings from the industry scan, suitability assessment, and engagement activities to identify the most promising leverage points for long-term impact. We will then work with DRM to define a set of strategic goals, supported by phased milestones and implementation pathways. These may include institutionalizing training programs, embedding resilience criteria into procurement or permitting processes, establishing public-private partnerships, and aligning with state or federal funding streams. Each recommendation will include clear roles, timelines, and resource considerations to support DRM in transitioning from pilot efforts to sustained, scalable adoption. The final strategic plan will serve as both a roadmap and a decision-support tool for DRM leadership and its partners. [REDACTED] contribute to the development of this guidance and will provide detailed SME reviews of all report documents.

Our strategic guidance will also identify quick wins that can demonstrate success within 6–12 months, as well as longer-term systemic changes needed for market transformation. The plan will include specific metrics for measuring success and detailed guidance for scaling successful pilot programs statewide. We will also provide change management support to help DRM navigate organizational and political challenges inherent in market transformation efforts.

Implementation Support

Stemming from our work identifying, surveying, and engaging stakeholders; understanding barriers; and developing strategies to deliver resilient and affordable building practices, AECOM will provide consistent and ongoing support to DRM to achieve the desired outcomes. Our implementation support will include hands-on assistance with program launch, including development of marketing materials, stakeholder

communication plans, and operational procedures. We will provide dedicated support for pilot projects, including technical assistance, problem-solving, and documentation of lessons learned, as well as assist DRM in developing internal capacity for long-term program management, including staff training, process documentation, and performance monitoring systems.

Our implementation support will be tightly integrated with the strategic guidance and training framework we develop, ensuring that promotional activities are not only well-designed but also effectively executed. We will assist DRM in facilitating partnerships by identifying high-value collaborators—such as builder associations, technical schools, and nonprofit housing organizations—and coordinating introductions, joint planning sessions, and co-hosted events. These partnerships will be leveraged to amplify outreach, pilot incentive programs, and expand the reach of DRM's messaging.

As a large firm with deep program management capabilities, AECOM can mobilize specialized teams to support specific implementation activities as needed. Our teaming partners also bring unique and specialized expertise that we will rely on to help provide the best possible implementation support for DRM and New Jersey stakeholders. For example, we will help organize and facilitate outreach events such as builder roundtables, technical forums, and public demonstrations, providing logistical support, content development, and stakeholder coordination. [REDACTED] with extensive experience leading builder roundtables, will co-facilitate these sessions. We will also advise DRM on the design and rollout of incentive structures—such as certification programs, recognition initiatives, or grant-linked pilot projects, making sure they are financially feasible, politically viable, and aligned with long-term sustainability goals. [REDACTED] can provide best practices insight into what makes these structures effective. By putting outcomes first, specifically, the expansion of resilient and affordable housing, we will help DRM translate strategy into action and build lasting momentum across the building community.

Implementation Support in Option Years

Our implementation support will adjust in option years based upon feedback and the evolving guidance we receive from DRM. In general, we anticipate continuing to support quarterly stakeholder convenings as well as ongoing engagement, on-demand training, and conference workshops to deliver innovative practice trainings around the state. Other activities will include maintaining the contact database and updating as needed. If a disaster is declared, particularly one with significant housing impacts, the team is prepared to pivot our approach to support resilient housing recovery and technology implementation.

The primary focus of option years will be to steadily increase the capacity, capability, and acceptance of New Jersey builders, developers, and communities to implement resilient affordable housing technology and construction practices. This will be done through the implementation of the strategic guidance and the comprehensive report created during the first 2 years and through the delivery of the training program. Our approach to implementation will dynamically adjust in response to DRM needs, stakeholder feedback, and the pace of progress in implementing the report. The AECOM team will also adjust as needed to support DRM. One advantage of AECOM is our ability to identify and bring in experts to fill any gap quickly.

Outreach and Engagement Approach

Throughout the project, AECOM will actively engage with innovation leaders, construction experts, and development firms to assess their interest in partnering with DRM or participating in resilience-focused initiatives. These engagements will be informed by our stakeholder mapping and industry scan, and will include structured interviews, targeted outreach, and participation in relevant industry events. We will prioritize organizations with demonstrated experience in resilient construction, affordable housing, and workforce development, and will document their capabilities, interests, and potential roles in supporting DRM's goals. This process will not only inform the final report but also lay the groundwork for future partnerships and pilot initiatives.

To maintain momentum and ensure transparency throughout the project, AECOM and our subcontractors will organize and host convenings at least quarterly with DRM and key stakeholders. These sessions, ranging from public workshops to private roundtables, will serve as checkpoints to share progress, gather feedback, and collaboratively address emerging challenges. They will be designed as working sessions with specific deliverables and action items, not just information sharing meetings. Each convening will be tailored to its audience and purpose, with agendas, facilitation, and follow-up materials managed by AECOM. These events will also serve as platforms to test ideas, preview training content, and build a community of practice around resilient and affordable housing in New Jersey. We will use facilitation techniques that encourage active participation and problem-solving, ensuring that stakeholders feel invested in the outcomes. Each engagement will include follow-up surveys and feedback mechanisms to continuously improve our approach and ensure that we're meeting stakeholder needs. We will also establish smaller working groups between quarterly meetings to maintain momentum and address specific technical or policy challenges.

In parallel, AECOM will design a training program targeted to local builders, contractors, developers, and design/engineering firms. The training will be informed by our research and stakeholder input, and will focus on practical, scalable strategies for implementing resilient construction practices. We will evaluate delivery formats (e.g., in-person, virtual, self-paced), and assess whether the program should include certification, continuing education credits, or be paired with financial or reputational incentives to encourage participation. Our goal is to ensure the training is accessible, relevant, and aligned with both industry needs and DRM's long-term resilience objectives.

Project Deliverables

AECOM will deliver a focused set of products designed to provide DRM with actionable intelligence and practical tools for advancing resilient housing adoption in New Jersey.

Primary Deliverables

Comprehensive Final Report

A report that synthesizes research findings, stakeholder input, and implementation recommendations as well as root causes of previous hesitancy to adopt resilient building practices. The report will provide clear guidance on promising technologies, adoption strategies, and specific steps DRM can take to engage the building community effectively. AECOM is prepared to develop the report for public release with full 508 accessibility compliance in mind.

Barrier Analysis and Mitigation Strategies

Detailed examination of obstacles preventing resilient building adoption with specific recommendations for addressing each challenge. This deliverable will be incorporated into the Comprehensive Final Report.

Strategic Implementation Plan

A practical action plan and roadmap for promoting and sustaining resilient building practices beyond the contract period. Includes policy recommendations, partnership strategies, funding mechanisms, and specific metrics for measuring success.

Training Program and Materials

A public and 508-compliant training program designed to engage New Jersey's building community on resilient construction practices. This program will include core curriculum, digital resources and printable materials, certification pathways (if any), and instructor materials. Up to one pilot training of up to 2 days will be delivered in year 2.

Stakeholder Contact Database

A broad directory of national and regional leaders in resilient construction, including organizations, companies, and individuals identified for potential collaboration with DRM. The database will include contact information, organizational capabilities, areas of expertise, and recommended collaboration opportunities.

Ongoing Deliverables

Monthly Progress Reports

Concise updates on project progress, key findings, stakeholder engagement activities, and emerging opportunities or challenges requiring attention.

Quarterly Stakeholder Convenings

In-person working sessions (4 per year) with builders, developers, and other key stakeholders designed to gather feedback, test approaches, and build consensus around recommended strategies. A minimum of one of these convenings will be hosted in person.

Technology Assessment Updates

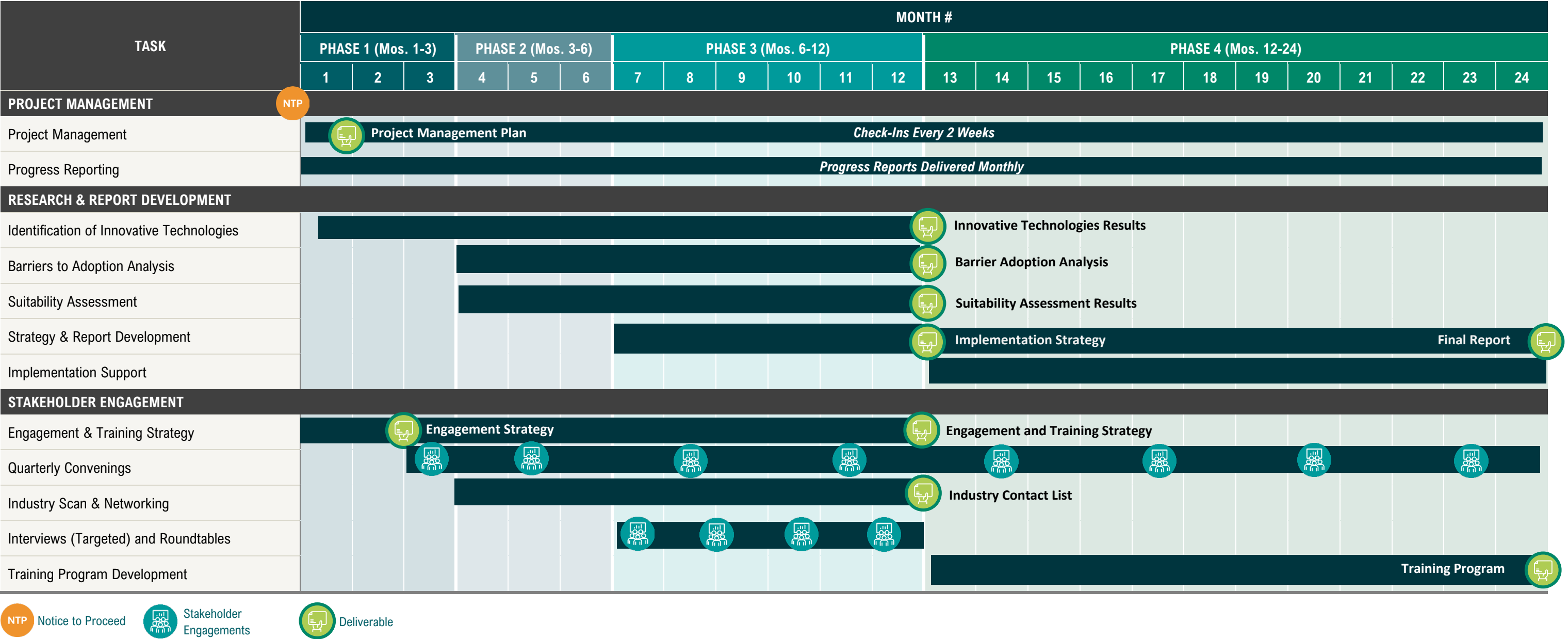
Staged research findings on innovative building technologies, including suitability analysis for New Jersey conditions and implementation requirements.

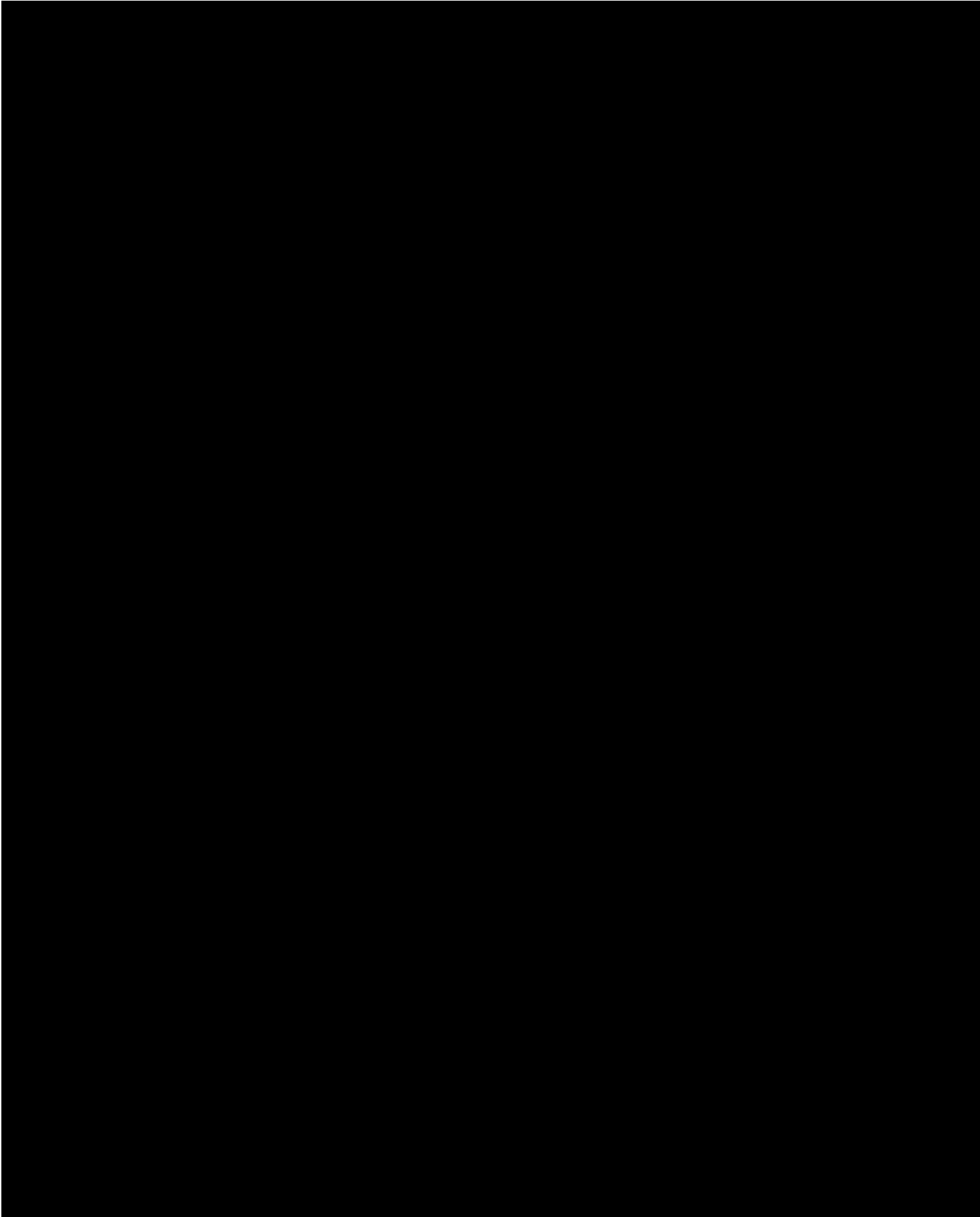
Implementation Support Tools

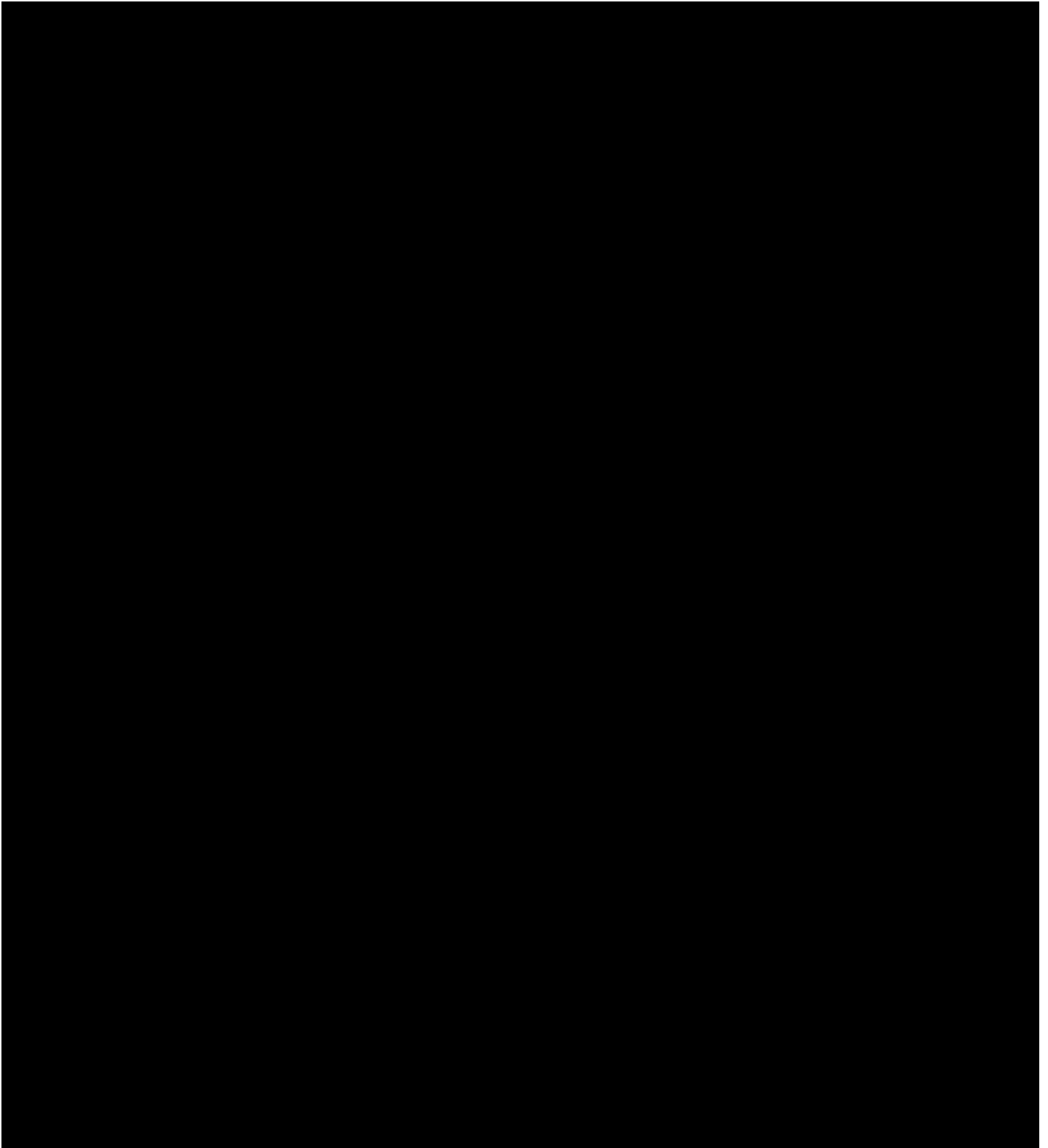
Practical resources include planning templates, assessment instruments, communication materials, and digital tools that DRM can use immediately and adapt for ongoing programs.

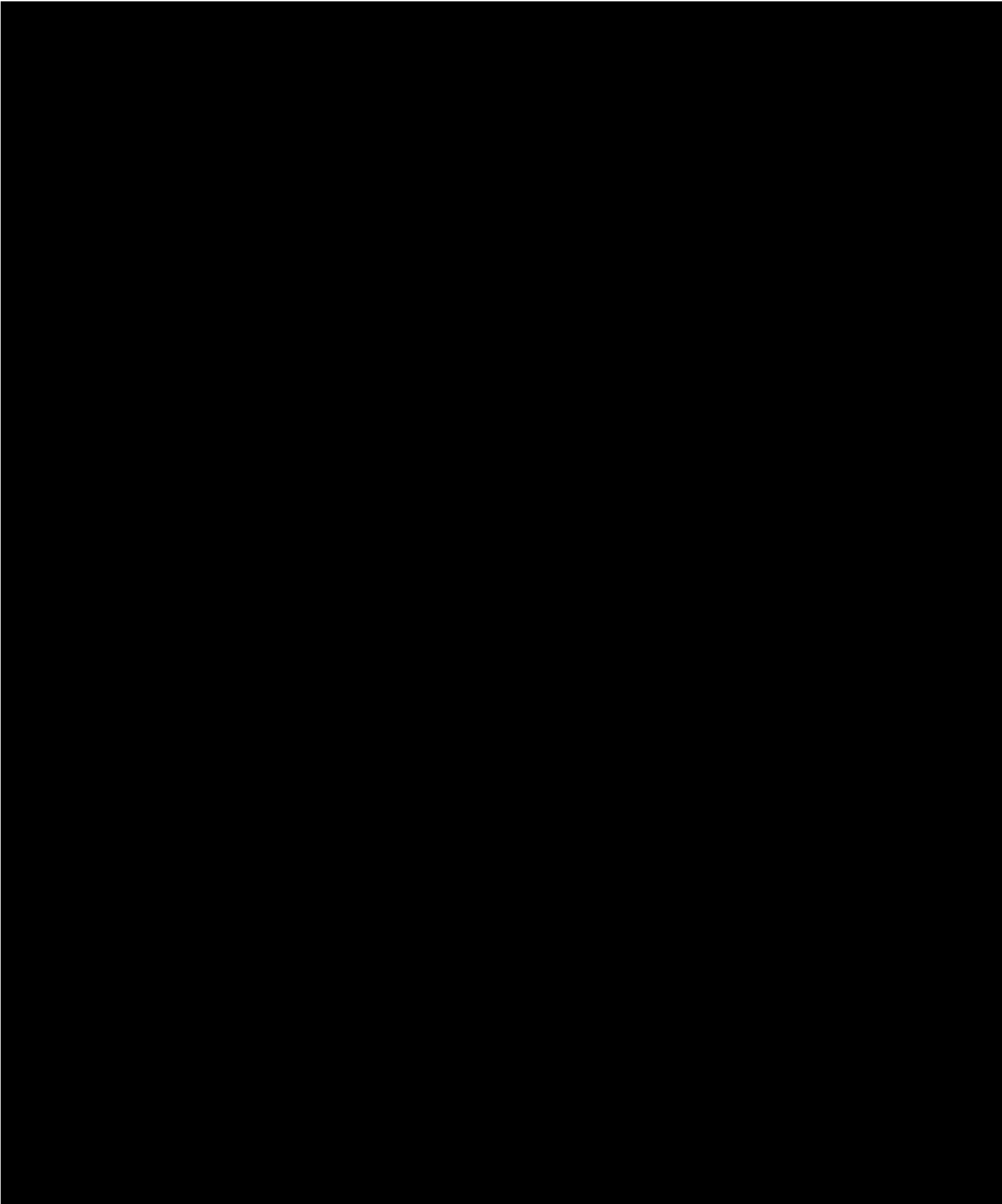
All deliverables will be written in plain language, supported by documented research, and designed for immediate practical application by DRM staff and stakeholders.

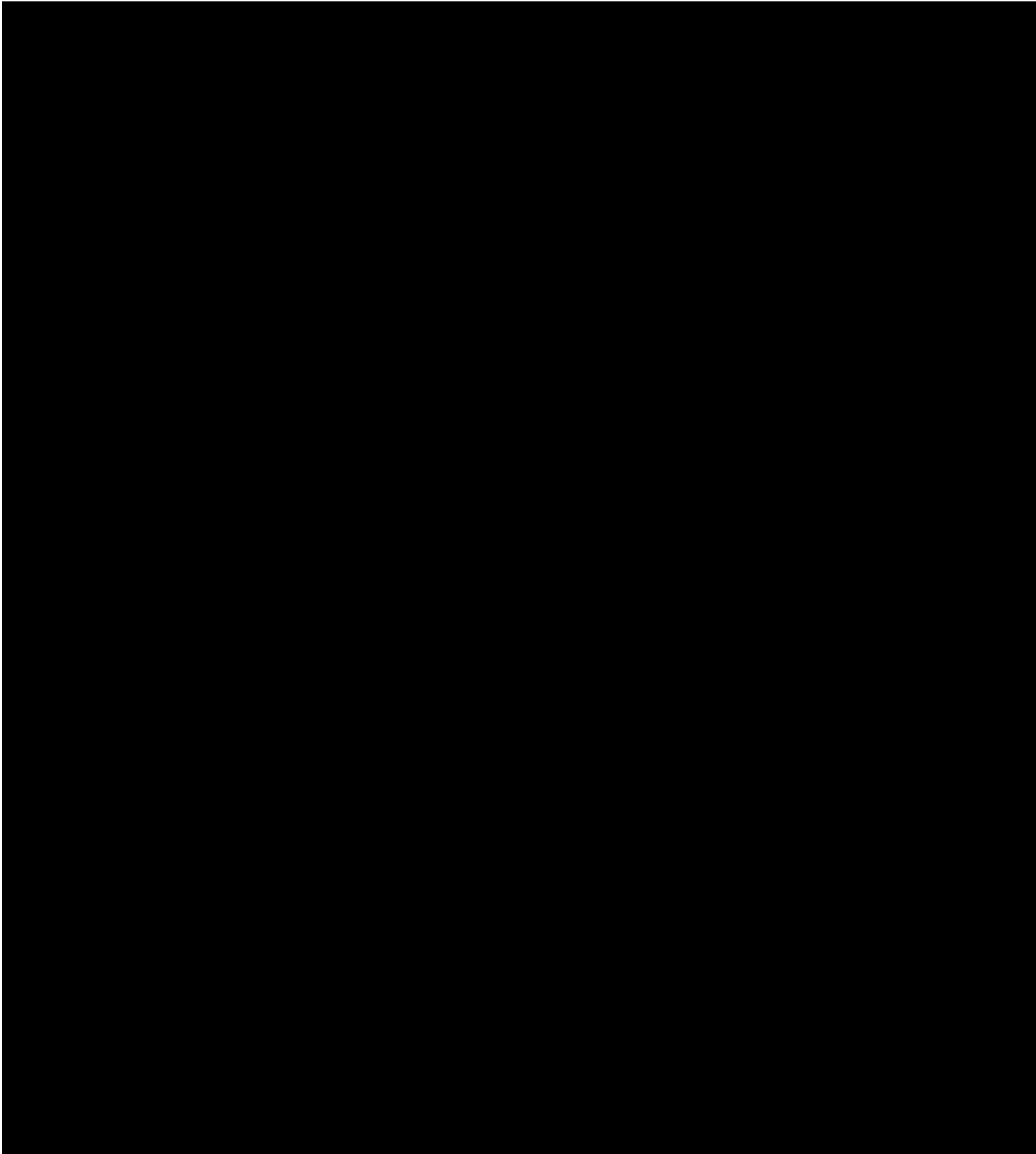
Exhibit 9 – Proposed Project Schedule

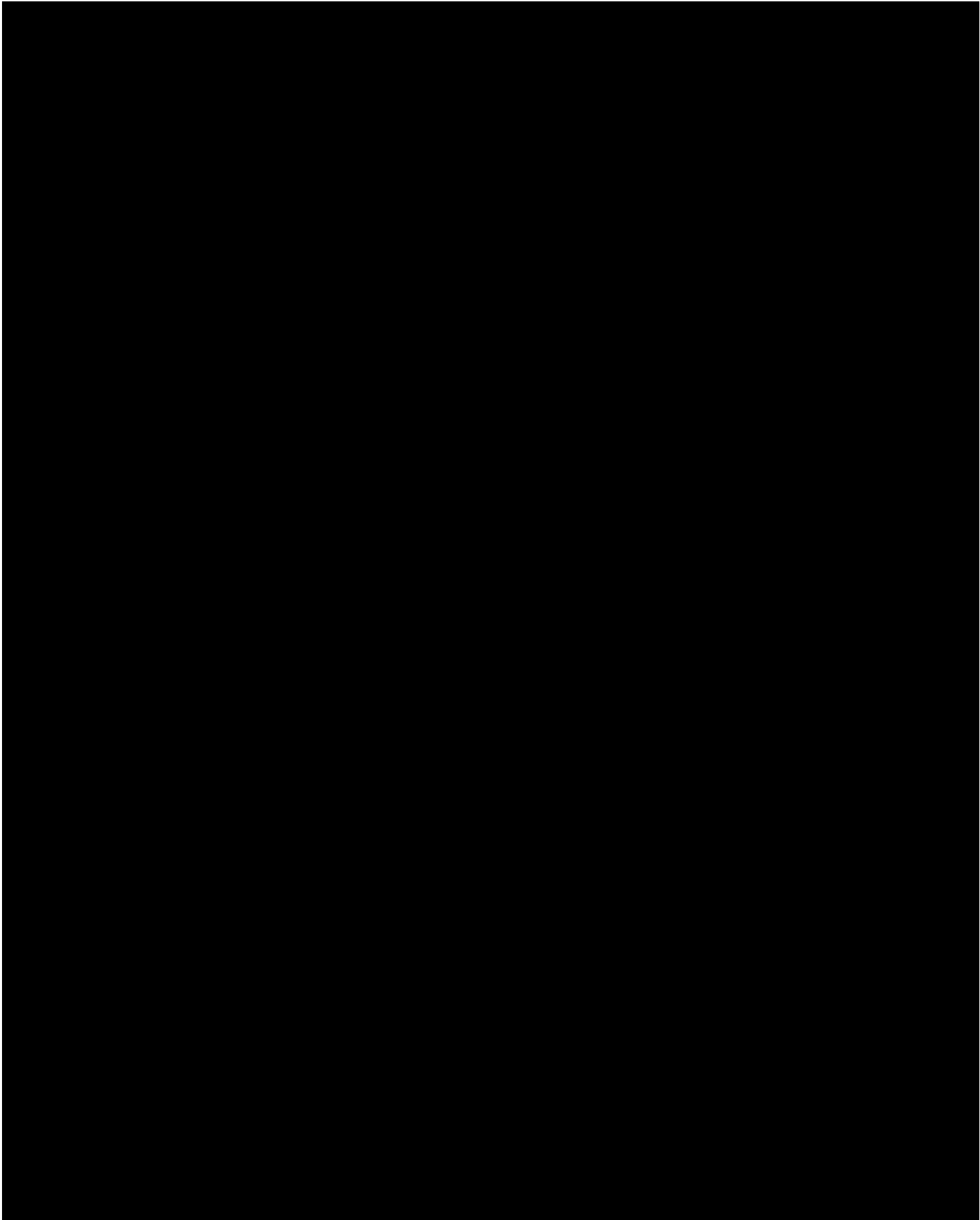


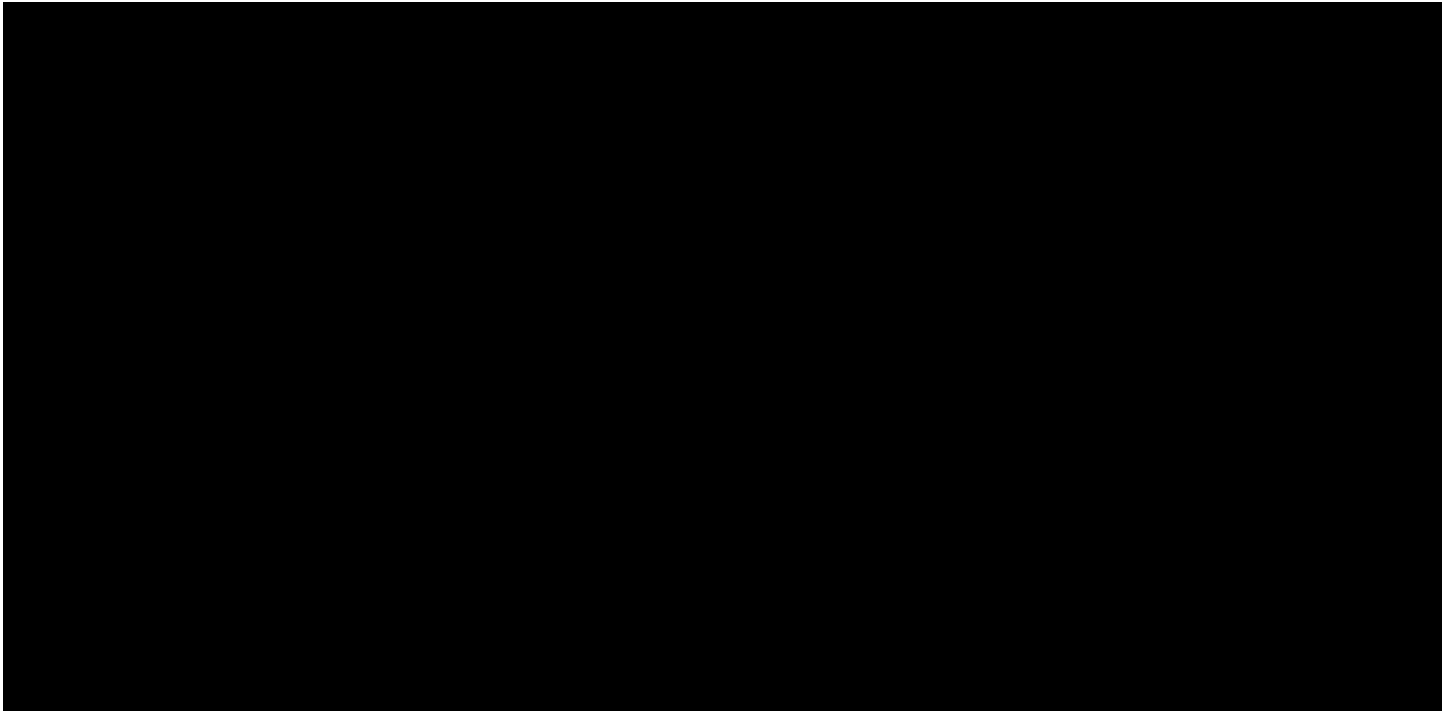


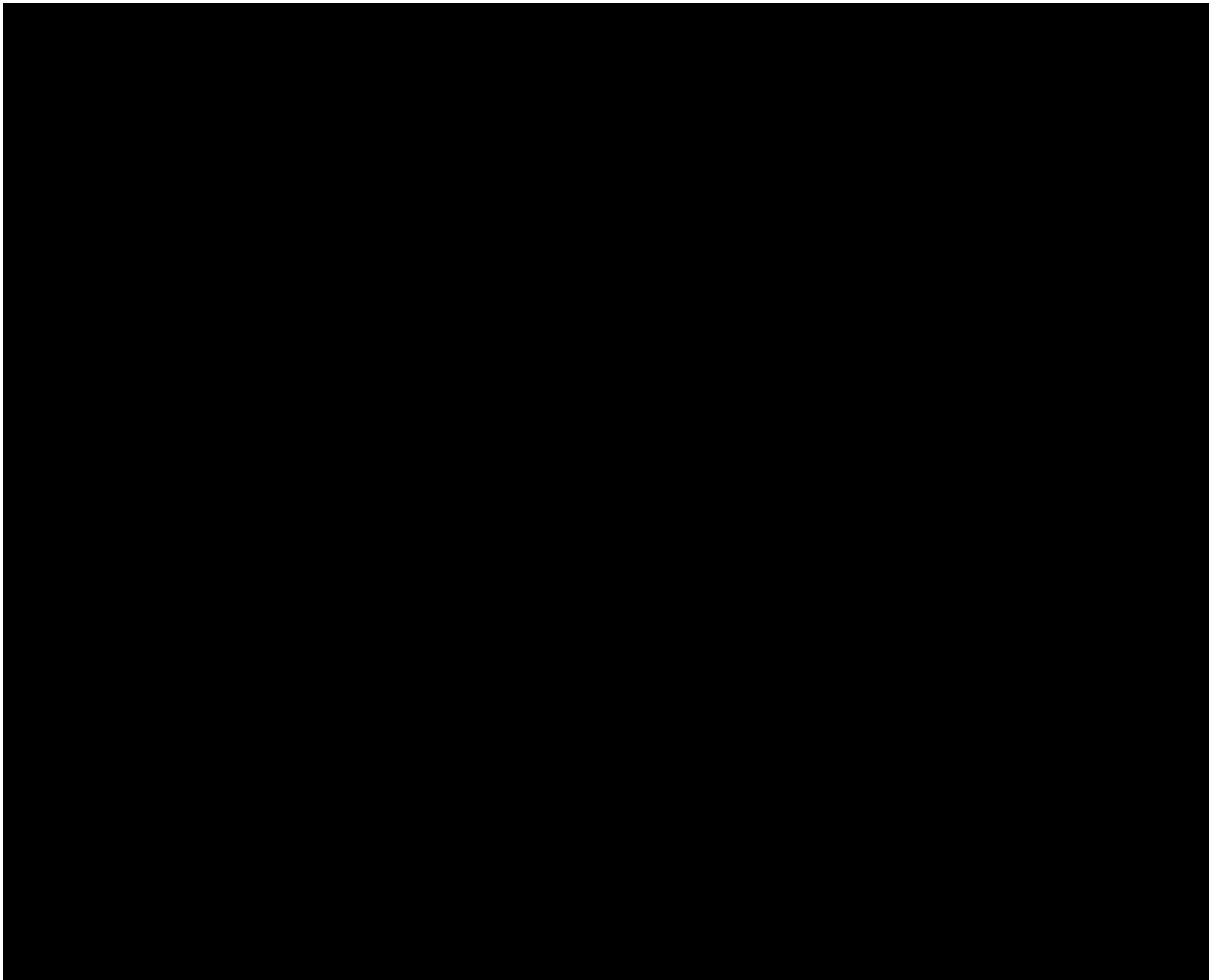


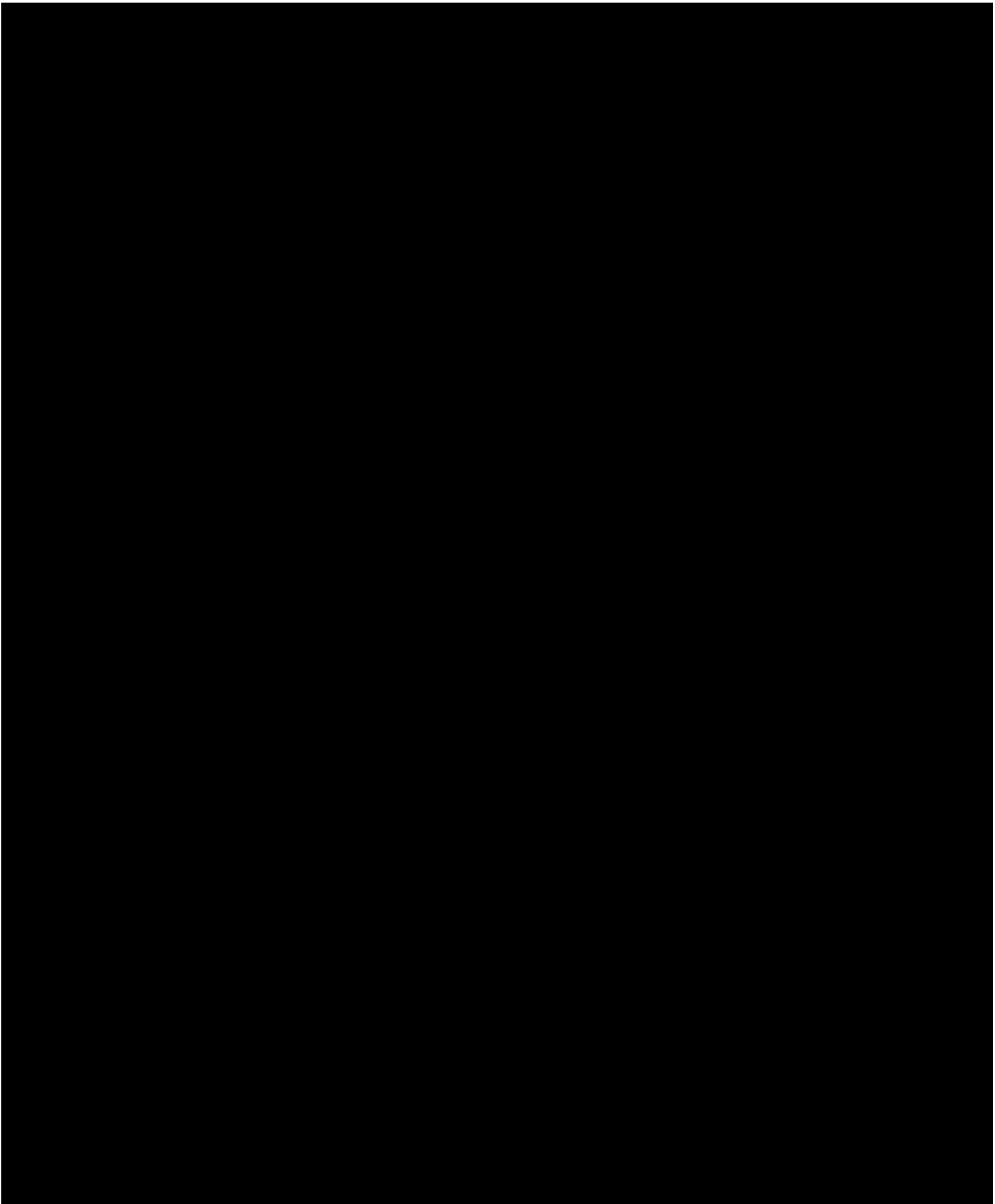


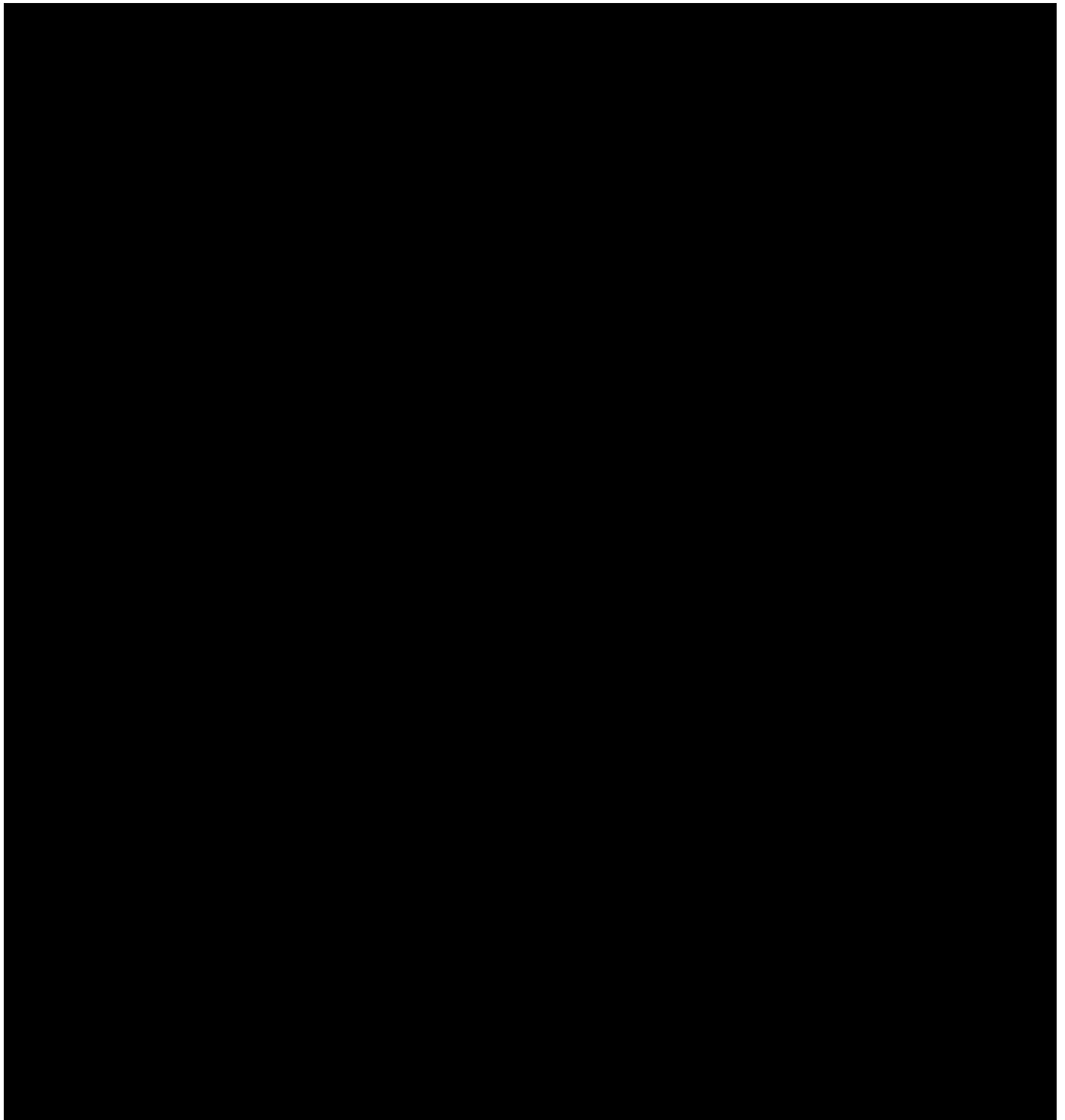


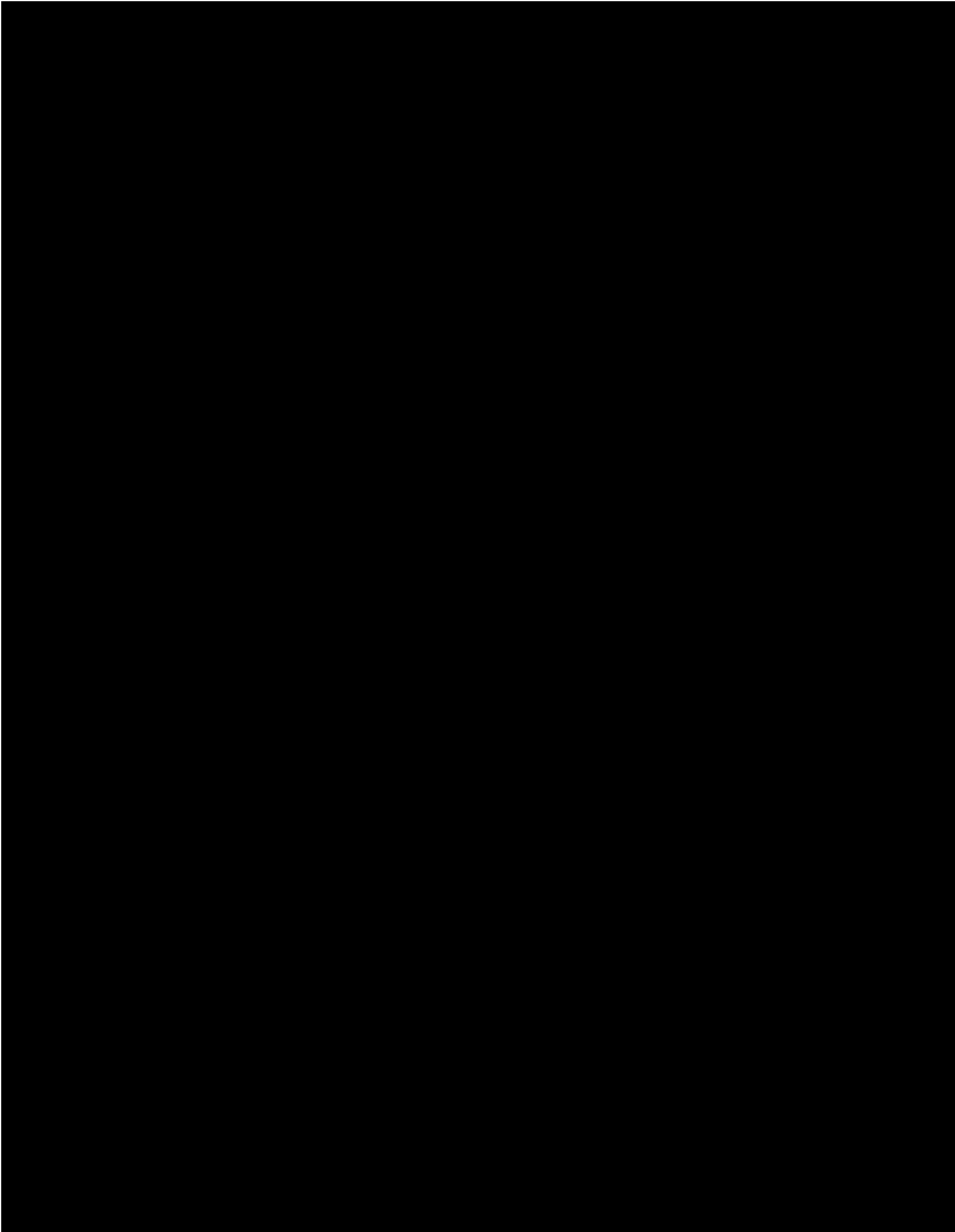


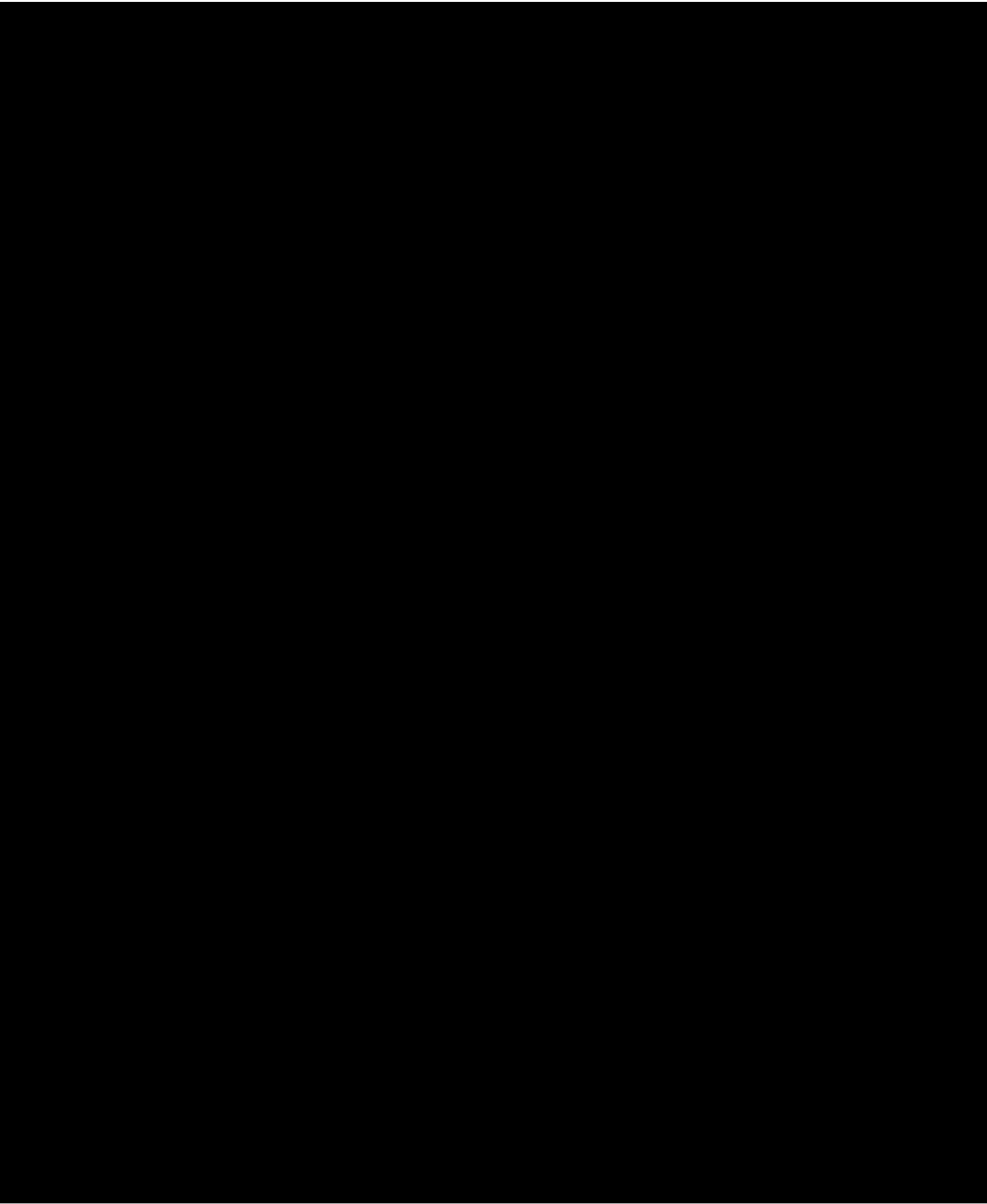


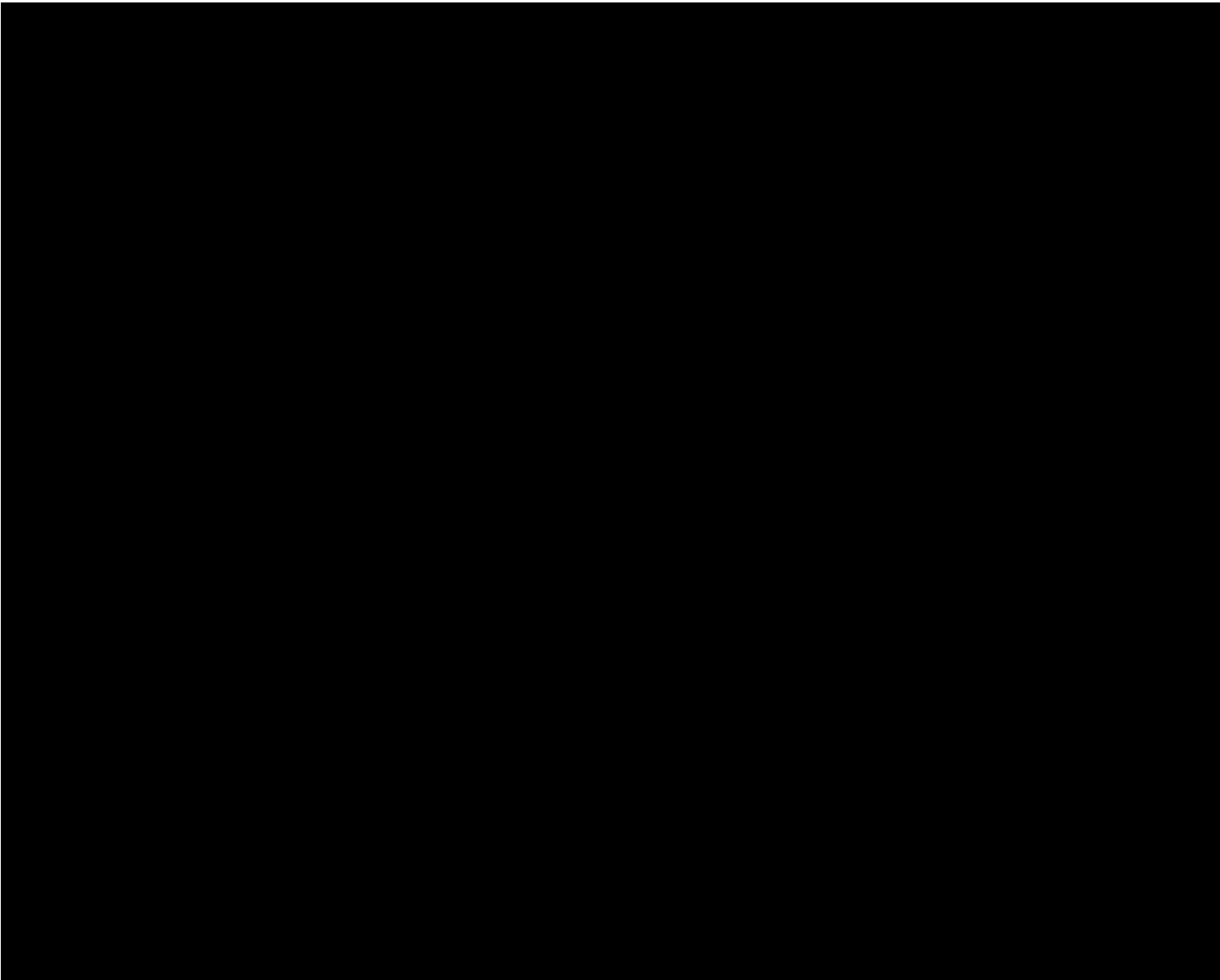


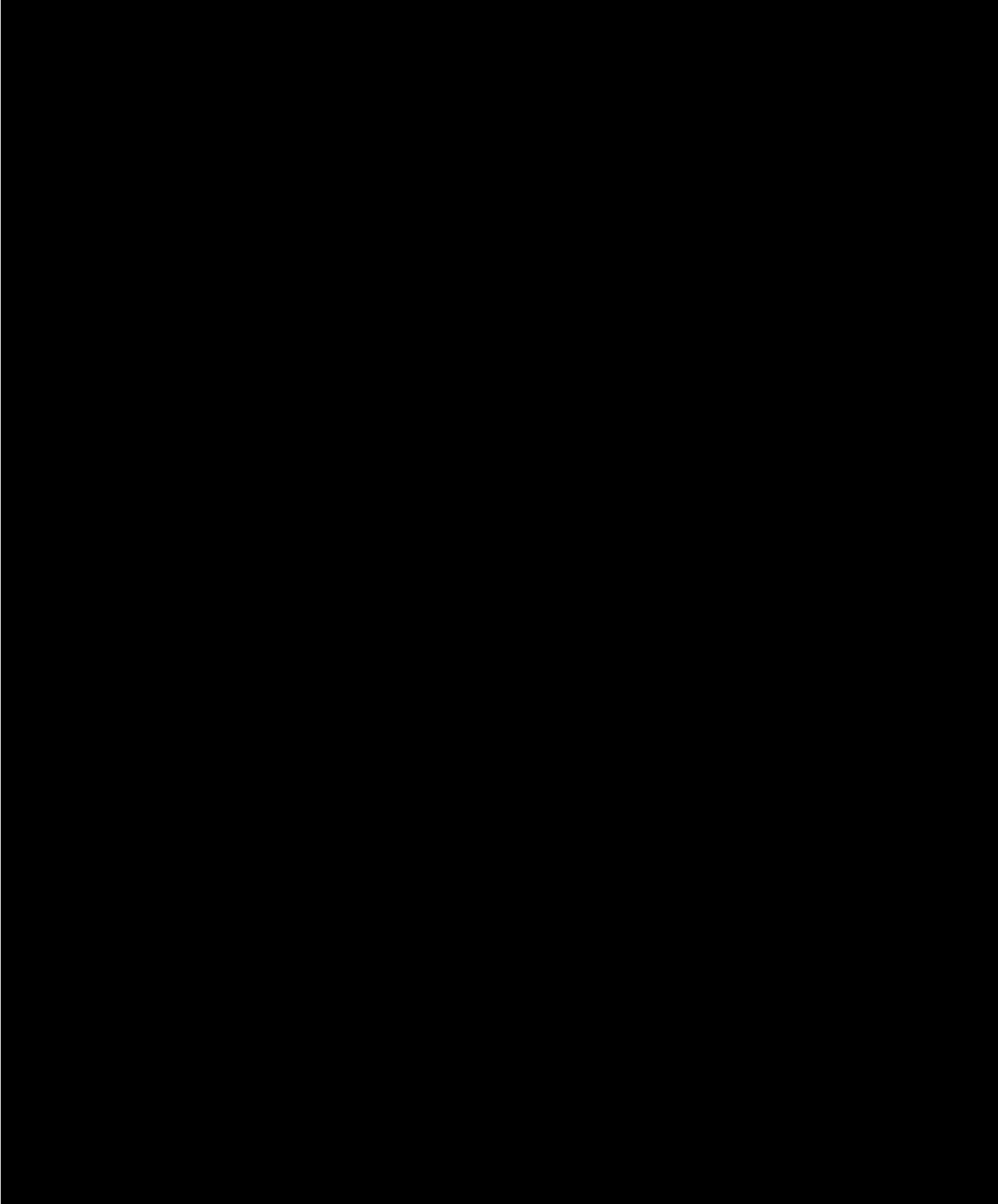


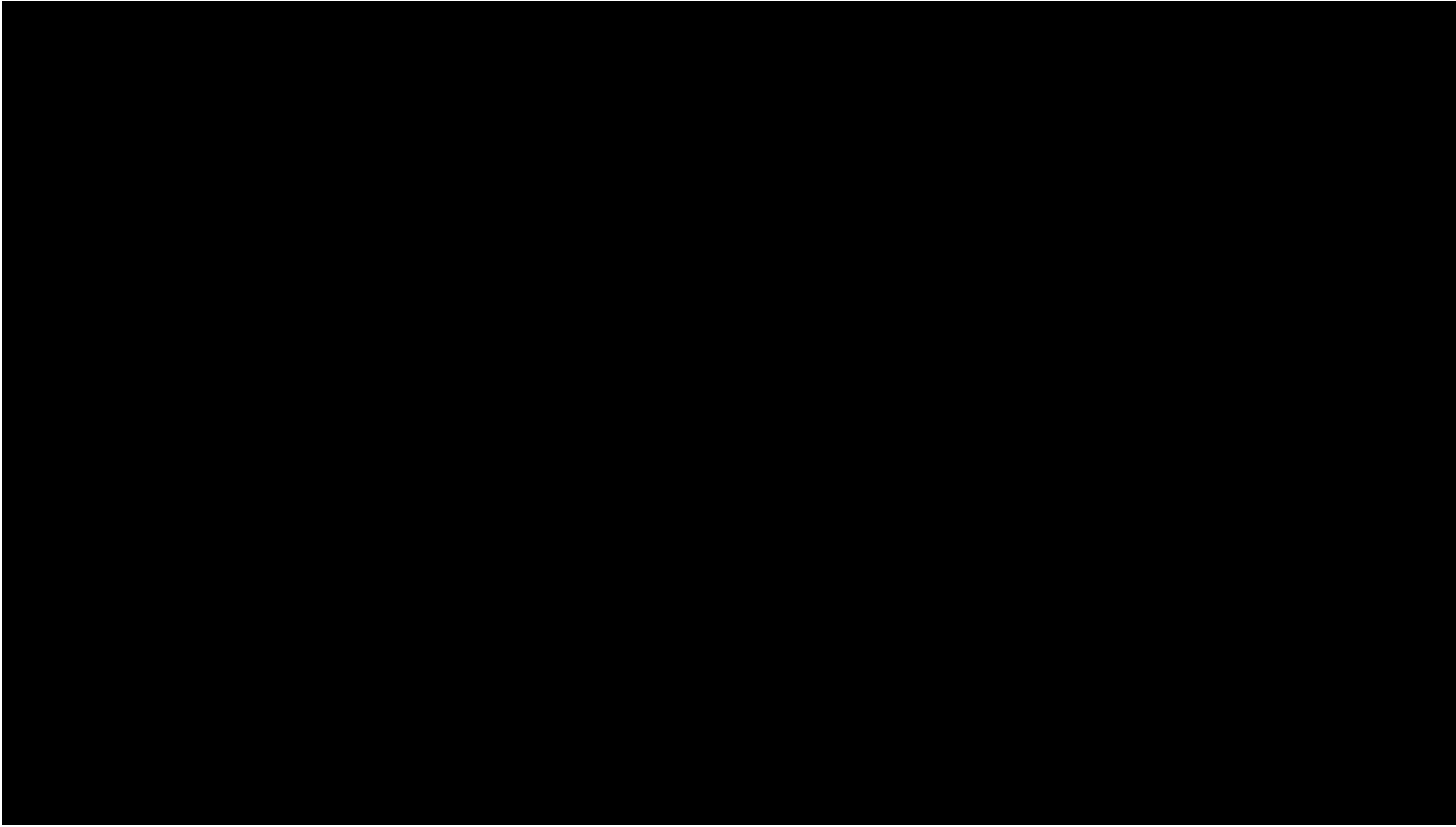


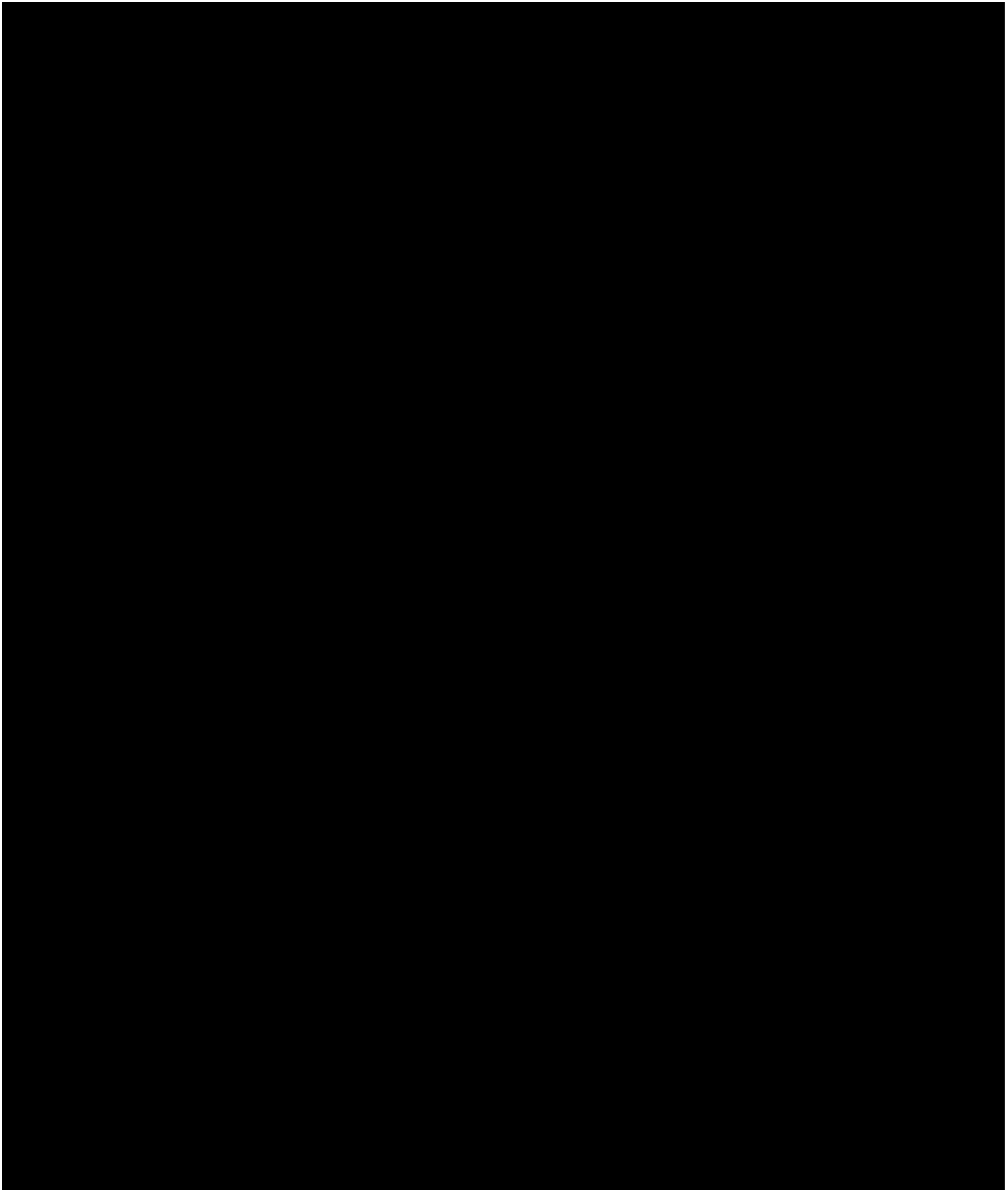


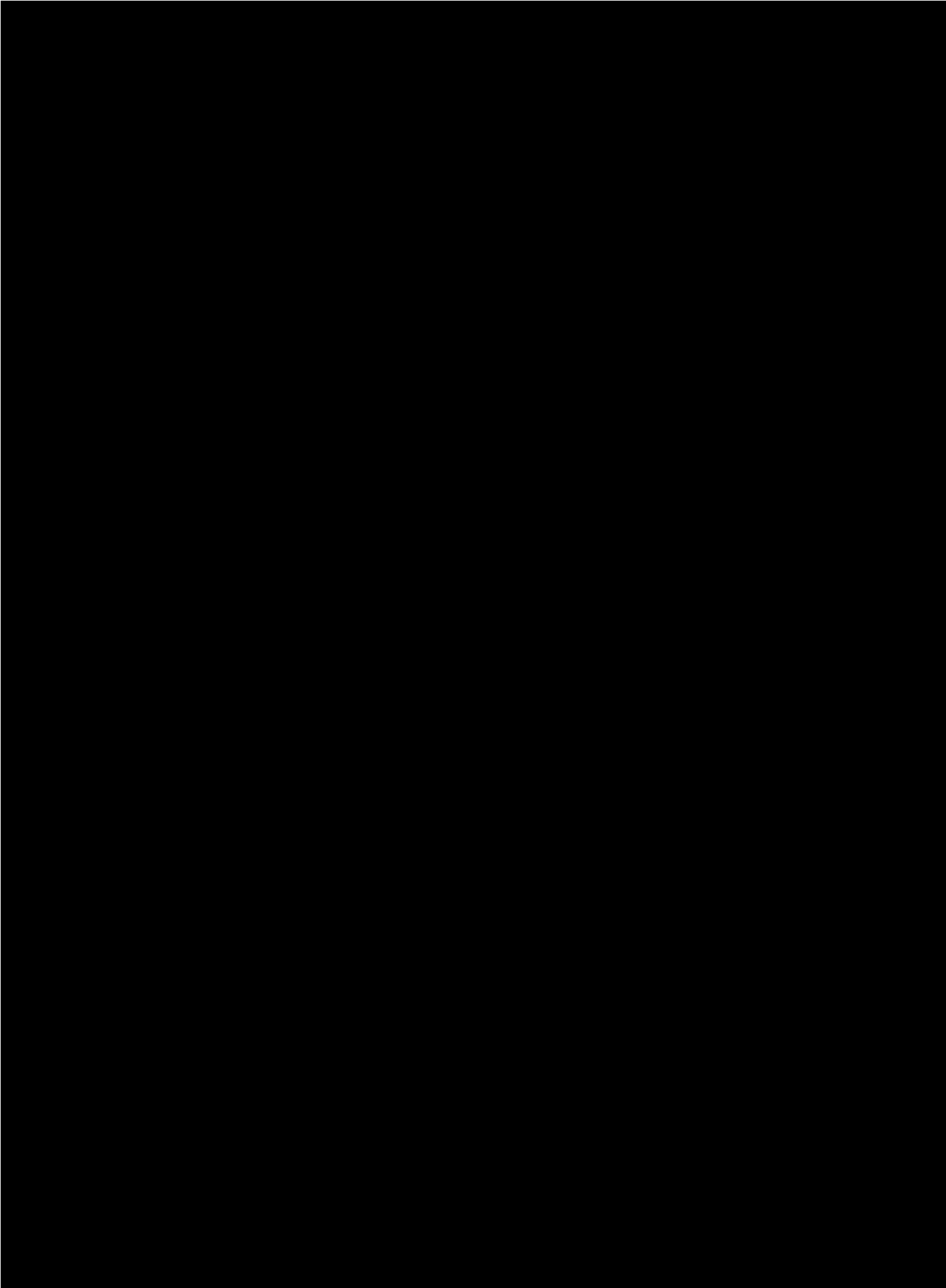


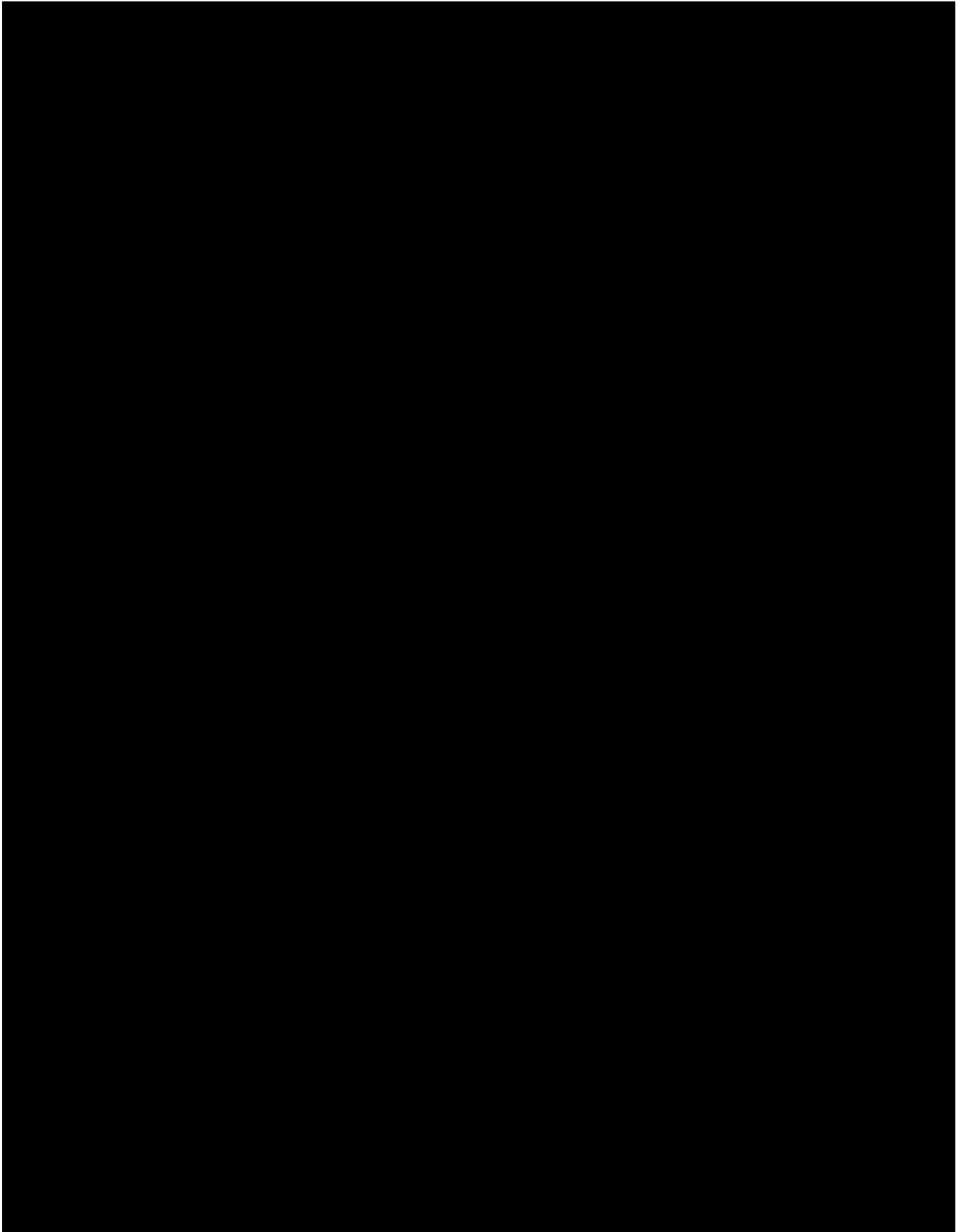












August 18, 2025

AECOM Delivering a
better world

**State of New Jersey
Department of Community Affairs
Division of Disaster Recovery and Mitigation**

SMARTER HOUSING SOLUTION – AN EFFICIENT, INNOVATIVE, AFFORDABLE PATH TO RESILIENT HOUSING

PRICE PROPOSAL

AECOM Technical Services, Inc.

Corporate Office:

300 South Grand Avenue, 9th Floor
Los Angeles, CA 90071
FedContracts@aecom.com

Local Contact/Office:

300 Broadacres Drive, 2nd Floor - Suite 250
Bloomfield, NJ 07003

Point of Contact:

This capability statement includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this response. If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in all pages.

Please refer to the following pages for the State-Supplied Price Sheet, which outlines pricing for the full potential Contract term of five (5) years – comprising a two-year base period and three optional one-year extensions.

New Jersey Division of Disaster Recovery and Mitigation, Department of Community Affairs
Smarter Housing Solution Bid Solicitation
State-Supplied Price Sheet

BIDDER NAME:

AECOM Technical Services, Inc.

INSTRUCTIONS: Bidders must fill in the yellow highlighted cells.

In Table 1, Bidders must provide labor categories for each proposed staff member who will work on the Contract, including the staff member's title, description, and hourly rate for each of the five (5) Contract Years. The labor category titles provided are just examples; Bidders may use their own titles. Lastly, Bidders must supply an annual flat fee for Other Direct Costs such as travel expenses, for each Contract Year.

In Table 2, Bidders must supply an estimate number of hours for each Labor Category for each Contract Year. For the ODC Column, Bidders should provide the annual flat ODC rate for each Contract Year. Bidders are reminded to stay within the DPA threshold of \$304,000 per fiscal year.

The Hourly Rates provided in Table 1 and the Estimated Hours in Table 2 should automatically multiply to create figures in Table 3 and provide a Total Contract Cost by Year.

**Table 1
Estimated Labor Rates**

Labor Category #	Labor Category Title and Description	Unit of Measure	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5
1	Principal-in-Charge	Hourly Rate	\$ 300.00	\$ 309.00	\$ 318.27	\$ 327.82	\$ 337.65
2	Project Manager	Hourly Rate	\$ 240.00	\$ 247.20	\$ 254.62	\$ 262.25	\$ 270.12
3	Building Science and Standards SME	Hourly Rate	\$ 240.00	\$ 247.20	\$ 254.62	\$ 262.25	\$ 270.12
4	Housing Policy Specialist	Hourly Rate	\$ 255.00	\$ 262.65	\$ 270.53	\$ 278.65	\$ 287.00
5	Codes and Standards	Hourly Rate	\$ 255.00	\$ 262.65	\$ 270.53	\$ 278.65	\$ 287.00
6	Resilient Program Development SME	Hourly Rate	\$ 350.00	\$ 360.50	\$ 371.32	\$ 382.45	\$ 393.93
7	Affordable Housing	Hourly Rate	\$ 300.00	\$ 309.00	\$ 318.27	\$ 327.82	\$ 337.65
8	Stakeholder Outreach	Hourly Rate	\$ 200.00	\$ 206.00	\$ 212.18	\$ 218.55	\$ 225.10
9	Flood Resistent Housing	Hourly Rate	\$ 145.00	\$ 149.35	\$ 153.83	\$ 158.45	\$ 163.20
10	Technical Editing	Hourly Rate	\$ 175.00	\$ 180.25	\$ 185.66	\$ 191.23	\$ 196.96
11	Graphics Support	Hourly Rate	\$ 125.00	\$ 128.75	\$ 132.61	\$ 136.59	\$ 140.69
12	Accessibility	Hourly Rate	\$ 150.00	\$ 154.50	\$ 159.14	\$ 163.91	\$ 168.83
13	Resilient Building Techniques - SME 1						
14	Resilient Building Techniques - SME 2						
15	Building Code, Engineering and Innovative Technology SME -						
16	Other Direct Costs (travel expenses)	Annual Estimate	\$ 6,582.00	\$ 6,779.46	\$ 6,982.84	\$ 7,192.33	\$ 7,408.10

Table 2 Estimated Labor Hours							
		Unit of Measure	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5
1	Principal-in-Charge	Total Hours	15	12	9	8	5
2	Project Manager	Total Hours	225	225	200	200	200
3	Building Science and Standards SME	Total Hours	90	90	75	75	75
4	Post Disaster Housing Policy	Total Hours	100	100	90	80	70
5	Codes and Standards	Total Hours	100	100	90	80	75
6	Resilient Program Development SME	Total Hours	110	100	90	90	80
7	Affordable Housing	Total Hours	80	70	65	65	60
8	Stakeholder Outreach	Total Hours	85	85	80	80	80
9	Flood Resistent Housing	Total Hours	75	70	70	70	70
10	Technical Editing	Total Hours	70	70	70	70	70
11	Graphics Support	Total Hours	80	80	70	70	70
12	Accessibility	Total Hours	15	15	10	10	10
13	Resilient Building Techniques - SME 1	Total Hours					
14	Resilient Building Techniques - SME 2	Total Hours					
15	Building Code, Engineering and Innovative Technology SME -	Total Hours	80	80	80	80	80
16	Other Direct Costs (travel expenses)	Fixed	1	1	1	1	1

Table 3 Total Cost by Year							
		Unit of Measure	Contract Year 1	Contract Year 2	Contract Year 3	Contract Year 4	Contract Year 5
1	Principal-in-Charge	Annual Rate	\$ 4,500.00	\$ 3,708.00	\$ 2,864.43	\$ 2,622.54	\$ 1,688.26
2	Project Manager	Annual Rate	\$ 54,000.00	\$ 55,620.00	\$ 50,923.20	\$ 52,450.90	\$ 54,024.42
3	Building Science and Standards SME	Annual Rate	\$ 21,600.00	\$ 22,248.00	\$ 19,096.20	\$ 19,669.09	\$ 20,259.16
4	Post Disaster Housing Policy	Annual Rate	\$ 25,500.00	\$ 26,265.00	\$ 24,347.66	\$ 22,291.63	\$ 20,090.33
5	Codes and Standards	Annual Rate	\$ 25,500.00	\$ 26,265.00	\$ 24,347.66	\$ 22,291.63	\$ 21,525.36
6	Resilient Program Development SME	Annual Rate	\$ 38,500.00	\$ 36,050.00	\$ 33,418.35	\$ 34,420.90	\$ 31,514.25
7	Affordable Housing	Annual Rate	\$ 24,000.00	\$ 21,630.00	\$ 20,687.55	\$ 21,308.18	\$ 20,259.16
8	Stakeholder Outreach	Annual Rate	\$ 17,000.00	\$ 17,510.00	\$ 16,974.40	\$ 17,483.63	\$ 18,008.14
9	Flood Resistent Housing	Annual Rate	\$ 10,875.00	\$ 10,454.50	\$ 10,768.14	\$ 11,091.18	\$ 11,423.91
10	Technical Editing	Annual Rate	\$ 12,250.00	\$ 12,617.50	\$ 12,996.03	\$ 13,385.91	\$ 13,787.48
11	Graphics Support	Annual Rate	\$ 10,000.00	\$ 10,300.00	\$ 9,282.88	\$ 9,561.36	\$ 9,848.20
12	Accessibility	Annual Rate	\$ 2,250.00	\$ 2,317.50	\$ 1,591.35	\$ 1,639.09	\$ 1,688.26
13	Resilient Building Techniques - SME 1	Annual Rate					
14	Resilient Building Techniques - SME 2	Annual Rate					
15	Building Code, Engineering and Innovative Technology SME	Annual Rate					
16	Other Direct Costs (travel expenses)	Annual Estimate	\$ 6,582.00	\$ 6,779.46	\$ 6,982.84	\$ 7,192.33	\$ 7,408.10
	TOTAL COST		\$ 301,757.00	\$ 299,350.96	\$ 280,111.55	\$ 277,041.26	\$ 272,043.36



INFORMATION SHEET AND CHECKLIST FOR WAIVERS AND DELEGATED PURCHASING AUTHORITY (DPA) TRANSACTIONS

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

This checklist is only a guide to assist vendors in locating and compiling all required compliance forms for waivers and DPA transactions. Vendors are required to ensure that all compliance requirements have been met by doing the following:

- Completing the terms and categories tab in the **NJSTART** vendor profile;
- Uploading any forms that may be required to the attachments tab in the **NJSTART** vendor profile; or
- Completing and submitting to the forms to the agency.

	The information is available in NJSTART or the form has been submitted to the agency
STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS AND WAIVERED CONTRACTS /DELEGATED PURCHASING AUTHORITY SUPPLEMENT TO THE STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONSAND CONDITIONS – For use with Waivers and DPAs	<input checked="" type="checkbox"/>
OWNERSHIP DISCLOSURE FORM	<input checked="" type="checkbox"/>
DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING VENDOR	<input checked="" type="checkbox"/>
DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM	<input checked="" type="checkbox"/>
TWO-YEAR CHAPTER 51/EXECUTIVE ORDER 333 VENDOR CERTIFICATION AND DISCLOSURE OF POLITICAL CONTRIBUTIONS FOR NON-FAIR OPEN CONTRACTS	<input checked="" type="checkbox"/>
CHAPTER 271 VENDOR CERTIFICATION AND POLITICAL DISCLOSURE FORM	<input checked="" type="checkbox"/>
MACBRIDE PRINCIPALS FORM	<input checked="" type="checkbox"/>
PROOF OF BUSINESS REGISTRATION You may register your business HERE or obtain a copy of the Business Registration Certificate HERE .	<input checked="" type="checkbox"/>
CERTIFICATE OF INSURANCE / ACORD	<input checked="" type="checkbox"/>
SOURCE DISCLOSURE FORM - To be used only where the contract is primarily for services	<input checked="" type="checkbox"/>
CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS PURSUANT TO P.L.2022, c.3.	<input checked="" type="checkbox"/>
PROOF OF AFFIRMATIVE ACTION COMPLIANCE - Submit one of the following	
NEW JERSEY CERTIFICATE OF EMPLOYEE INFORMATION REPORT	<input checked="" type="checkbox"/>
FEDERAL LETTER OF APPROVAL VERIFYING A FEDERALLY APPROVED OR SANCTIONED AFFIRMATIVE ACTION PROGRAM (Dated within one year of the submission)	<input type="checkbox"/>
AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT (FORM AA302)	<input type="checkbox"/>



State of New Jersey Combined Standard Terms and Conditions

(Revised June 3, 2025)

1.0 STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT

The following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey.

A. ORDER OF PRECEDENCE

The "Contract" shall consist of the following documents: (1) the Combined State of New Jersey Standard Terms and Conditions; (2) the agency's scope of work; and, (3) the Contractor's Proposal including any attachments or documents incorporated by reference (hereinafter "Proposal"). 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 as noted above. The State's terms and conditions shall prevail over any conflicts set forth in a Contractor's Proposal

B. NO ARBITRATION

Notwithstanding anything to the contrary in Contractor's Proposal, Standard Form Agreement ("SFA") or Scope of Work ("SOW"), the State does not agree to binding arbitration or not binding arbitration.

C. NO AUTO-RENEWAL

Notwithstanding anything to the contrary in the Contractor's Proposal, SFA or SOW, the State does not agree to auto-renewal of any services, standard software maintenance, technical support or service fees.

2.0 STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

The statutes, laws, regulations 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 Contractor 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 Contractor 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 of the Division of Purchase and Property (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 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 prior to or with its Proposal will result in the Contractor being ineligible for a Contract award, unless the Division of Purchase and Property (Division) has on file a signed and accurate Ownership Disclosure Form dated and received no more than six (6) months prior to the Proposal 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 Proposal.

In the alternative, 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.

2.3 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN

Pursuant to N.J.S.A. 52:32-58, the Contractor must utilize the 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. A Contractor's failure to submit the completed and signed form will preclude the award of a Contract to said Contractor.

2.4 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 Exhibit C - Executive Order 151 Requirements) 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.

2.5 AFFIRMATIVE ACTION

In accordance with N.J.A.C. 17:27-1.1, prior to award, the Contractor and subcontractor 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. Contractors or subcontractors 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 <https://www.state.nj.us/treasury/contract/compliance/>.

2.6 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.

2.7 MACBRIDE PRINCIPLES

The Contractor 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.

2.8 PAY TO PLAY PROHIBITIONS

New Jersey law insulates the negotiation and award of State contracts from political contributions that pose a risk of improper influence, purchase of access or the appearance thereof. P.L.2005, c.51, as amended by the Elections Transparency Act, P.L.2023, c.30, codified at N.J.S.A. 19:44A-20.13 to 20.25 ("Chapter 51") and Executive Order 333 (2023).

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L.2005, c.51, rev. P.L.2023, c.30), a "fair and open process" means, at a minimum, that the contract shall be: publicly advertised in newspapers or on the Internet website maintained by the public entity in sufficient time to give notice in advance of the contract; awarded under a process that provides for public solicitation of proposals or qualifications and awarded and disclosed under criteria established in writing by the public entity prior to the solicitation of proposals or qualifications; and publicly opened and announced when awarded. A contract awarded under a process that includes public bidding or competitive contracting pursuant to State contracts law shall constitute a fair and open process. N.J.S.A. 19:44A-20.23. The agency conducting the procurement will need to determine whether the procurement meets the Election Transparency Act definition of a "fair and open process" and instruct vendors on the applicability of Chapter 51.

A. For Contracts Awarded Pursuant to a Fair and Open Process

Pursuant to P.L.2005, c.51, as amended by the Elections Transparency Act, P.L.2023, c.30, codified at N.J.S.A. 19:44A-20.13 to 20.25 ("Chapter 51"), and Executive Order No. 333 (2023), contracts awarded pursuant to a fair and open process do not require a certification or disclosure of any solicitation or contribution of money, or pledge of contribution, including in-kind contributions.

B. For Contracts Awarded Pursuant to a Non-Fair and Open Process

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L.2005, c.51, rev. P.L.2023, c.30), and Executive Order 333 (2023), 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 Continuing Political Committee or to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor during certain specified time periods. It shall be a breach of the terms of the contract for the Business Entity to:

- (1) Make or solicit a contribution in violation of the statute;
- (2) Knowingly conceal or misrepresent a contribution given or received;
- (3) Make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;

- (4) 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;
- (5) 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;
- (6) Fund contributions made by third parties, including consultants, attorneys, family members, and employees;
- (7) Engage in any exchange of contributions to circumvent the intent of the Legislation; or
- (8) 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.

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.

A "Continuing Political Committee" means any political organization (a) organized under section 527 of the Internal Revenue Code; and (b) consisting of any group of two or more persons acting jointly, or any corporation, partnership, or any other incorporated or unincorporated association, including a political club, political action committee, civic association or other organization, which in any calendar year contributes or expects to contribute at least \$5,500 to the aid or promotion of the candidacy of an individual, or of the candidacies of individuals, for elective public office, or the passage or defeat of a public question or public questions, and which may be expected to make contributions toward such aid or promotion or passage or defeat during a subsequent election, provided that the group, corporation, partnership, association or other organization has been determined to be a Continuing Political Committee by the New Jersey Election Law Enforcement Commission under N.J.S.A.19:44A-8. A Continuing Political Committee does not include a "political party committee," a "legislative leadership committee," or an "independent expenditure committee," as defined in N.J.S.A. 19:44A-3.

Prior to awarding any Contract or agreement to any Business Entity pursuant to a non-fair and open process, the Business Entity proposed as the intended Contractor of the Contract shall submit the Two-Year Chapter 51 /Executive Order 333 Vendor Certification and Disclosure of Political Contributions for Non-Fair and Open Contracts, certifying either that no contributions to a Continuing Political Committee or to a candidate committee or election fund of a gubernatorial candidate 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 of Purchase and Property's website at <http://www.state.nj.us/treasury/purchase/forms/eo134/Chapter51.pdf>.

2.9 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, rev. P.L.2023, c.30) if in a calendar year the Contractor receives one 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/>.

2.10 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).

- A. 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;
- B. 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;
- C. 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;
- D. 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;
- E. 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

- F. 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.

2.11 NEW JERSEY BUSINESS ETHICS GUIDE CERTIFICATION

The Treasurer has established a business ethics guide to be followed by a Contractor in dealings with the State. The guide can be found at: <https://www.nj.gov/treasury/purchase/pdf/BusinessEthicsGuide.pdf>.

2.12 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.

2.13 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.

2.14 CHOICE OF LAW

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.

2.15 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.

2.16 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS

The Contractor should submit the Disclosure of Investigations and Other Actions Form which provides 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 Contractor does not submit the form with the Proposal, the Contractor must comply within seven (7) business days of the State's request or the State may deem the Proposal non-responsive.

2.17 DISCLOSURE OF PROHIBITED ACTIVITIES WITH RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1 et seq. (P.L.2022, c.3), a person or entity seeking to enter into or renew a contract for the provision of goods or services shall certify that it is not identified on the list of persons or entities engaging in prohibited activities in Russia or Belarus. Consistent with the federal law, the list of persons and entities engaging in prohibited activities in Russia or Belarus shall consist of all persons and entities appearing on the list of Specially Designated Nationals and Blocked Persons promulgated by the Office of Foreign Assets Control (OFAC) on account of activity relating to Russia or Belarus.

3.0 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 New Jersey Uniform Construction Code and the latest National Electrical Code 70®, B.O.C.A. Basic Building code, Occupational Safety and Health Administration and all applicable codes for this requirement. The Contractor shall be responsible for securing and paying all necessary permits, where applicable.

3.2 PREVAILING WAGE ACT NOTICE

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 by or 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 Contractor's signature on Proposal is his/her guarantee that neither he/she nor any subcontractors he/she might employ to perform the work covered by 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 Contractor'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 Proposal shall comply with the provisions of the Prevailing Wage and Public Works Contractor Registration Acts, where required.

3.3 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.

3.4 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.

3.5 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.

3.6 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.

3.7 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.

3.8 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, whenever available, and the contractor shall be required to so certify.

3.9 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.

3.10 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>.

3.11 EMPLOYEE MISCLASSIFICATION

In accordance with [Governor Murphy's Executive Order #25](#) and the [Task Force's July 2019 Report](#), employers are required to properly classify their employees. Workers are presumed to be employees and not independent contractors, unless the employer can demonstrate all three factors of the "ABC Test" below:

- A. Such individual has been and will continue to be free from control or direction of the performance of such service, but under his or her contract of service and in fact; and
- B. Such service is either outside the usual course of business for which such service is performed, or that such service is performed outside of all places of business of the enterprise for which such service is performed; and
- C. Such individual is customarily engaged in an independently established trade, occupation, profession or business.

This test has been adopted by New Jersey under its Wage & Hour, Wage Payment and Unemployment Insurance Laws to determine whether a worker is properly classified. Under N.J.S.A. 34:1A-1.17-1.19, the Department of Labor and Workforce Development has the authority to investigate potential violations of these laws and issue penalties and stop work order to employers found to be in violation of the laws.

3.12 CYBERSECURITY INCIDENT REPORTING REQUIREMENT

Pursuant to N.J.S.A. 52:17B-193.2 et seq. (P.L.2023, c.19), Contractors that have access to, or host the State's network(s), system(s), application(s), or information shall report Cybersecurity Incidents to the New Jersey Office of Homeland Security and Preparedness (NJ OHSP) at <https://www.cyber.nj.gov/report/> within 72 hours of when the Contractor reasonably believes that a Cybersecurity Incident has occurred.

Consistent with N.J.S.A. 52:17B-193.2, "Cybersecurity Incident" means a malicious or suspicious event occurring on or conducted through a computer network that jeopardizes the integrity, confidentiality, or availability of an information system or the information the system processes, stores, or transmits.

Consistent with N.J.S.A. 52:17B-193.3(f), any Cybersecurity Incident notification submitted to the NJ OHSP shall be deemed confidential, non-public, and not subject to the provisions of P.L.1963, c.73 (C.47:1A-1 et seq.), commonly known as the New Jersey Open Public Records Act, as amended and supplemented, and may not be discoverable in any civil or criminal action or subject to subpoena, unless the subpoena is issued by the New Jersey State Legislature and deemed necessary for the purposes of legislative oversight.

This reporting required by N.J.S.A. 52:17B-193.2 et seq. (P.L.2023, c.19) to NJ OHSP is in addition to the Contractor's responsibility to report Security Incidents as may be set forth in Contract Scope of Work or the Waivered Contracts Supplement to the State of New Jersey Terms and

Conditions. If the Waivered Contracts Supplement is not made part of the contract and a notification period is not specified in the Contract Scope of Work, the Contractor shall give notice of the Cybersecurity Incident to the Using Agency as soon as practicable, but no less than one business day, after the Contractor reasonably believes that a Cyber Security Incident has occurred.

4.0 INDEMNIFICATION AND INSURANCE

4.1 INDEMNIFICATION

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

1. 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 officers, officials, 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:
 - a. For or on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or products supplied under this Contract or the order; and
 - b. For or on account of the use of any patent, copyright, trademark, trade secret or other proprietary right of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance ("Intellectual Property Rights") furnished or used in the performance of this Contract.
2. In the event of a patent and copyright claim or suit involving third-party Intellectual Property Rights, the Contractor, at its option, may:
 - a. procure for the State of New Jersey the legal right to continue the use of the product;
 - b. replace or modify the product to provide a non-infringing product that is the functional equivalent; or
 - c. in the event that the Contractor cannot do "a." or "b.", refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

B. The contractor's indemnification and liability under subsection "A." is not limited by but is in addition to the insurance obligations. 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. The Contractor agrees that any approval by the State 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.

C. Contractor will be relieved of its responsibilities under Subsection "A." for any claims made by a third-party that arise solely from the actions or omissions of the State, its officers, employees or agents.

D. Subject to the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.), the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.) and the appropriation and availability of funds, the State will be responsible for any cost or damage arising out of actions or inactions of the State, its employees or agents under Subsection A.1 which results in an unaffiliated third party claim.

E. The State will:

1. promptly notify Contractor in writing of the claim or suit;
2. give Contractor shall have control of the defense and settlement of any claim that is subject to Section "A.1"; 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.

F. Neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of New Jersey or any Authorized Purchaser, nor purport to act as legal representative of the State of New Jersey or any Authorized Purchaser, 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 the Division of Purchase and Property. The State of New Jersey may, at its election and expense, assume its own defense and settlement.

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

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:
 - o \$1,000,000 BODILY INJURY, EACH OCCURRENCE;
 - o \$1,000,000 DISEASE EACH EMPLOYEE; and
 - o \$1,000,000 DISEASE AGGREGATE LIMIT.

This \$1,000,000 amount may be raised when deemed necessary by the Director;

- d. Professional Liability Insurance: The Contractor shall carry Errors and Omissions, Professional Liability Insurance, and/or Professional Liability Malpractice Insurance sufficient to protect the Contractor from any liability arising out the professional obligations performed pursuant to the requirements of this Contract. The insurance shall be in the amount of not less than \$1,000,000 and in such policy forms as shall be approved by the State. If the Contractor has claims-made coverage and subsequently changes carriers during the term of this Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance, and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

5.0 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 FORCE MAJEURE

Neither party will be liable to the other for any delay or inability to perform its obligations if such delay or inability arises from any act of God, fire, natural disaster, act of war (declared or undeclared), act of terrorism (domestic or international), riot, civil disturbance, pandemic or other public health crisis (arising during the term of the contract) In the event of such a delay or inability to perform, the time for performance will be extended by an amount reasonable under the specific circumstances and mutually agreed-upon date sufficient to allow Contractor to perform the work delayed by the force majeure.

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.

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 CHANGE IN LAW

If, after award, a change in applicable law or regulation occurs which affects the Contract, the parties may amend the Contract, whether including new work required by the change in law or to eliminate work no longer required by the change in law along with a commensurate price change. The parties shall negotiate the terms of the change in good faith, however if agreement is not possible after reasonable efforts, the Director shall make a prompt decision taking all relevant information into account, and shall notify the Contractor of the final adjusted scope of work and 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.

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

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 a 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. Nothing contained in any of the contract documents shall be construed as creating any contractual relationship between any subcontractor and the State.

5.9 RESERVED

5.10 MERGERS, ACQUISITIONS AND ASSIGNMENTS

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.

The contractor may not assign its responsibilities under the contract, in whole or in part, without the prior written consent of 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. Unless otherwise noted elsewhere in the scope of work, 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.).
- E. 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.
- F. Collect On Delivery (C.O.D) terms will not be accepted.

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 AND AUDITS

- A. Pursuant to N.J.A.C. 19:70-1.6(b), the contract partner as that term is defined pursuant to N.J.A.C. 19:70-1.2, shall maintain all documentation related to products, transactions, or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.
- B. The State may request, receive, review, and audit copies of any and all records and documents related to a State contract at any time. The Contractor shall make a good faith effort to cooperate with the request and upon receipt of the request, the Contractor shall promptly provide the requested records and documents free of charge in the time, place, and manner specified. Failure of the contractor to comply with the request or the audit may be used by the State to establish contract non-compliance, to take any action, or seek any remedy available under the contract, at law, or in equity.

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.

5.17 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.

5.18 ADVERTISING

The Contractor shall not use the State's name, seal, or logos as a part of any commercial advertising without first obtaining the prior written consent of the New Jersey Secretary of State. The Contractor shall not use a Department or Using Agency's name, seal, 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 Department.

5.19 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.

5.20 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 supply the State Contract Manager with evidence of all such licenses, permits and authorizations required. All costs associated with any such licenses, permits, and authorizations are the responsibility of the Contractor.

5.21 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 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.

5.22 ACCESSIBILITY COMPLIANCE

The Contractor acknowledges that the State may be required to comply with the accessibility standards of Section 508 of the Rehabilitation Act, 29 U.S.C. §794. The Contractor agrees that any information that it provides to the State in the form of a Voluntary Product Accessibility Template (VPAT) about the accessibility of the Software is accurate to a commercially reasonable standard. In the event that the State relied on any of Contractor's VPAT information to comply with the accessibility standards of Section 508 of the Rehabilitation Act, 29 U.S.C. §794, the Contractor agrees to provide the State, upon request, with technical information to support such VPAT. In addition, Contractor shall defend any claims against the State that the Software does not meet the accessibility standards set forth in the VPAT provided by Contractor in order to comply with the accessibility standards of Section 508 of the Rehabilitation Act, 29 U.S.C. §794 and will indemnify the State with regard to any claim made against the State with regard to any judgment or settlement resulting from those claims to the extent the Contractor's Software provided under this Contract was not accessible in the same manner as or to the degree set forth in the Contractor's statements or information about accessibility as set forth in the then-current version of an applicable VPAT.

5.23 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 Contractor Intellectual Property ("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, 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 State and the Contractor agree to hold each other'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 5.23(F), or if Contractor is unsuccessful in defending its rights as described in Section 5.23(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 5.23(G), or if the State is unsuccessful in defending its rights as described in Section 5.23(G).

5.24 SUSPENSION AND DEBARMENT NOTICE

The Contractor is advised that pursuant to Executive Order 34 (1976), the Department of the Treasury maintains a list of all individuals or entities that have been debarred or suspended from conducting business within the State of New Jersey. The Contractor understands that it may be excluded from any contract award consideration due to debarment, suspension, or disqualification and such exclusion shall apply universally across all state contracting and subcontracting activities under the jurisdiction of the department or agency imposing the exclusion.

5.25 WORKPLACE ACCOUNTABILITY IN LABOR LIST

The Contractor is further advised that pursuant to N.J.S.A. 34:1A-1.16 et seq., if any person, as defined by the Act, is found to be in violation of any State wage, benefit, or tax laws and against whom a final order has been issued by the commissioner or other appropriate agency officer for any violation of State wage, benefit and tax laws, such person shall be prohibited from contracting with any public body until the liability for violations of State wage, benefit, and tax laws have been resolved to the satisfaction of the Commissioner of the Department of Labor and Workforce Development or the Commissioner's duly authorized representative.

6.0 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 CONTRACTORS

- 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 and must be in strict accordance with the firm, fixed prices submitted for each task or subtask. When applicable, invoices should reference the appropriate task or subtask or price line number from the contractor's 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 Office of Diversity and Inclusion.
- E. The Contractor shall have sole responsibility for all payments due any Subcontractor.
- F. If the contractor offers a 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:
 - 1. 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 the latest; and
 - 2. 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.

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.

6.7 RETAINAGE

If the Using Agency has required retainage for the Contract, the Using 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 Using Agency of all services, deliverables or work products required by the Contract.

For ongoing Contracts, the Using 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 Using Agency will review the Contractor's performance and if performance has been satisfactory, the Using 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 Using Agency's Contract manager, if any, that all services have been satisfactorily performed.

6.8 PERFORMANCE SECURITY

If performance security is required, such security must be submitted with the bid in the amount listed in the scope of work. 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.

7.0 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 the State's responsibility under 2 CFR 200.321, the State requires that if subawards are to be made the Contractor shall:

- (1) Include small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of Labor's list) in solicitation lists;
- (2) Assure that these business types are solicited whenever they are deemed eligible as potential sources;
- (3) Divide procurement transactions into separate procurements, where possible, to permit maximum participation by these business types;
- (4) Establish delivery schedules, (for example, the percentage of an order to be delivered by a given date of each month) that encourage participation by these business type;
- (5) Utilize organizations such as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and,
- (6) Require a Contractor under a Federal award to apply this section to subcontracts.

7.2 DOMESTIC PREFERENCE FOR PROCUREMENTS

Pursuant to 2 CFR 200.322, 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, to the greatest extent practicable and consistent with law, 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 of 1976 as amended, 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.

The Contractor should, to the greatest extent practicable and consistent with law, purchase, acquire, or use products and services that can be reused, refurbished, or recycled; contain recycled content, are biobased, or are energy and water efficient; and are sustainable. This may include purchasing compostable items and other products and services that reduce the use of single-use plastic products. See Executive Order 14057, section 101, Policy.

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 for compliance 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 equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." See, 2 CFR Part 200, Appendix II, para. C.

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

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and

that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- (3) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- (4) The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

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

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

and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, Contractors are required to pay wages not less than once a week.

7.6 COPELAND ANTI-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 Contractor 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 Contractor 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 of amounts in excess of \$150,000, must comply with the following:

Clean Air Act

- 7.9.1.1 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.
- 7.9.1.2 The Contractor agrees to report each violation to the State and understands and agrees that the State 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.
- 7.9.1.3 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 State and understands and agrees that the State will, in turn, report each violation

as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

7.10 DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by the State or authorized user. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State or authorized user, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The Contractor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Contractor 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

For contracts that exceed \$100,000, Contractors 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 State who in turn will forward the certification(s) to the federal awarding agency.

7.12 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- (a) Contractors are prohibited from obligating or expending contract funds to:
 - (1) 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.

8.0 ADDITIONS TO THE STANDARD TERMS AND CONDITIONS FOR ALL INFORMATION TECHNOLOGY CONTRACTS, AS APPLICABLE

8.1 DEFINITIONS

The following definitions shall apply to information technology contracts:

1. The term "Acceptance" means the written confirmation by an Agency that the contractor has completed a Deliverable according to the specified requirements.
2. As defined by N.J.S.A. 56:8-161, the term "Breach of Security" means unauthorized access to electronic files, media, or data containing Personal Data that compromises the security, confidentiality, or integrity of Personal Data when access to the Personal Data has not been secured by encryption or by any other method or technology that renders the Personal Data unreadable or unusable. Good faith acquisition of Personal Data by an employee or agent of the Contractor for a legitimate business purpose is not a Breach of Security, provided that the Personal Data is not used for a purposes unrelated to the business or subject to further unauthorized disclosure.
3. 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.
4. The term Commercial Off the Shelf Software ("COTS") means Software provided by the contractor that is intended for general use.
5. 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.
6. 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.
7. The term "Deliverable" means the goods, products, Services and Work Product that the contractor is required to deliver to the State under the Contract;
8. The term "End User" means the user of the Contractor's solution.
9. The terms "goods" and "products" shall be deemed to include, without limitation, Software and Hardware.
10. 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.
11. 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.
12. The term "Mobile Device" means any device used by Contractor that can move or transmit data, including but not limited to laptops, hard drives, and flash drives.
13. The term "Non-Public Data" means data, other than Personal Data, that is not subject to distribution to the public as public information. Non-Public Data is data that is identified by the State as non-public information or otherwise deemed to be sensitive and confidential by the State because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.
14. The term "Personal Data" means:
 - a. "Personal Information" as defined in N.J.S.A. 56:8-161, means an individual's first name or first initial and last name linked with any one or more of the following data elements: (1) Social Security number, (2) driver's license number or State identification card number or (3) account number or credit or debit card number, in combination with any required security code, access code, or password that would permit access to an individual's financial account. Dissociated data that, if linked would constitute Personal Information is Personal Information if the means to link the dissociated were accessed in connection with access to the dissociated data. Personal Information shall not include publicly available information that is lawfully made available to the general public from federal, state or local government records, or widely distributed media.
 - b. data, either alone or in combination with other data, that includes information relating to an individual that identifies the person or entity by name, identifying number, mark or description that can be readily associated with a particular individual and which is not a public record, including but not limited to, Personally Identifiable Information (PII); government-issued identification numbers (e.g., Social Security, driver's license, passport); Protected Health Information (PHI) as that term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 and defined below; and Education Records, as that term is defined in the Family Educational Rights and Privacy Act (FERPA), 20 U.S.C. § 1232g.
15. The term "Personally Identifiable Information" or "PII," as defined by the U.S. Department of Commerce, National Institute of Standards and Technology, means any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information,
16. The term "Protected Health Information" or "PHI," has the same meaning as the term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 means Individually Identifiable Health Information (as defined below) transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer. The term "Individually Identifiable Health Information" has the same meaning as the term is defined in the regulations adopted pursuant to the Health Insurance Portability and Accountability Act of 1996, P.L. No. 104-191 (1996) and found in 45 CFR Parts 160 to 164 and means information that is a subset of Protected Health Information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health

care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

17. The term "Recovery Time Objective" or "RTO," means the maximum tolerable length of time that the Contractor's solution may be unavailable after a failure or disaster occurs.
18. The term "Security Incident" means the potential access by non-authorized person(s) to Personal Data or Non-Public Data that the Contractor believes could reasonably result in the use, disclosure, or access or theft of State's unencrypted Personal Data or Non-Public Data within the possession or control of the Contractor. A Security Incident may or may not turn into a Breach of Security.
19. The term "Service Level Agreement" or "SLA," means the document that is part of the Contractor's SFA that typically includes (1) the technical service level performance promises, (i.e. metrics for performance and intervals for measure), (2) description of service quality, (3) identification of roles and responsibilities, (4) security responsibilities and notice requirements, (5) how disputes are discovered and addressed, and (6) any remedies for performance failures.
20. 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.
21. 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.
22. The term "State Data" means all data and metadata created or in any way originating with the State, and all data that is the output of computer processing of or other electronic manipulation of any data that was created by or in any way originated with the State, whether such data or output is stored on the State's hardware, the Contractor's hardware or exists in any system owned, maintained or otherwise controlled by the State or by the Contractor. State Data includes Personal Data and Non-Public Data.
23. 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.
24. 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.
25. 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.

8.2 INDEMNIFICATION FOR STANDARD TECHNOLOGY CONTRACTS

Section 4.1 Indemnification of the SSTC is deleted in its entirety and replaced with the following:

4.1 INDEMNIFICATION

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

1. 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 officers, officials, 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:
 - a. For or on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or products supplied under this Contract or the order; and
 - b. For or on account of the use of any patent, copyright, trademark, trade secret or other proprietary right of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance ("Intellectual Property Rights") furnished or used in the performance of this Contract.
2. In the event of a patent and copyright claim or suit involving third-party Intellectual Property Rights, the Contractor, at its option, may:
 - a. procure for the State of New Jersey the legal right to continue the use of the product;
 - b. replace or modify the product to provide a non-infringing product that is the functional equivalent; or
 - c. in the event that the Contractor cannot do "a." or "b.", refund the purchase price less a reasonable allowance for use that is agreed to by both parties.
- B. The contractor's indemnification and liability under subsection "A." is not limited by but is in addition to the insurance obligations. 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. The Contractor agrees that any approval by the State 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.
- C. Contractor will be relieved of its responsibilities under Subsection "A." for any claims made by a third-party that arise solely from the actions or omissions of the State, its officers, employees or agents.
- D. The State will:
 1. promptly notify Contractor in writing of the claim or suit;

2. give Contractor shall have control of the defense and settlement of any claim that is subject to Section "A.1"; 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.
- E. Subject to the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.), the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.) and the appropriation and availability of funds, the State will be responsible for any cost or damage arising out of actions or inactions of the State, its employees or agents under Subsection A.1 which results in an unaffiliated third party claim. This is Contractor's exclusive remedy for these claims.
- F. The State of New Jersey will not indemnify, defend, pay or reimburse for claims on behalf of the Contractor. 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 "E." and a determination by the State to pay the claim or a final order of a court of competent jurisdiction.
- G. Neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of New Jersey or any Authorized Purchaser, nor purport to act as legal representative of the State of New Jersey or any Authorized Purchaser, 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 the Division of Purchase and Property. The State of New Jersey may, at its election and expense, assume its own defense and settlement.
- H. Notwithstanding the foregoing, Contractor has no obligation or liability for any claim or suit concerning third-party Intellectual Property Rights arising from:
 1. the State's unauthorized combination, operation, or use of a product supplied under this Contract with any product, device, or Software not supplied by Contractor;
 2. the State's unauthorized alteration or modification of any product supplied under this Contract;
 3. the Contractor's compliance with the State's designs, specifications, requests, or instructions, provided that if the State provides Contractor with such designs, specifications, requests, or instructions, Contractor reviews same and advises that such designs, specifications, requests or instructions present potential issues of patent or copyright infringement and the State nonetheless directs the Contractor to proceed with one (1) or more designs, specifications, requests or instructions that present potential issues of patent or copyright infringement; or
 4. the State's failure to promptly implement a required update or modification to the product provided by Contractor after the Contractor has given written notice to the State of a need for such an update or modification.
- I. This section states the entire obligation of Contractor and its suppliers, and the exclusive remedy of the State, in respect of any infringement or alleged infringement of any Intellectual Property Rights. This indemnity obligation and remedy are given to the State solely for its benefit and in lieu of, and Contractor disclaims, all warranties, conditions and other terms of non-infringement or title with respect to any product.

8.3 LIMITATION OF LIABILITY FOR STANDARD TECHNOLOGY CONTRACTS

Section 4.0 Indemnification and Insurance of the SSTC is supplemented with the following:

4.3 LIMITATION OF LIABILITY

The Contractor's liability to the State for actual and direct damages resulting from the Contractor's performance or non-performance of, or in any manner related to this Contract, for any and all third-party claims, shall be limited in the aggregate to 200% of the total value of this Contract. Notwithstanding the preceding sentence, in no event shall the limit of liability be less than \$1,000,000. This limitation of liability shall not apply to the following:

- A. The Contractor's obligation to indemnify as described in Section 4.1;
- B. The Contractor's breach of its obligations of confidentiality; and
- C. The Contractor's liability with respect to copyright indemnification.

The Contractor's indemnification obligation is not limited by but is in addition to the insurance obligations. The Contractor shall not be liable for punitive, special, indirect, consequential, or incidental damages.

8.4 PERFORMANCE GUARANTEE OF THE CONTRACTOR

Section 5.11 Performance Guarantee of the Contractor of the SSTC is supplemented 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.

8.5 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:

1. 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: Agency requesting the waiver contract.
2. 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.
3. 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.
4. 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.
5. 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.

9.0 ADDITIONS TO THE STANDARD TERMS AND CONDITIONS FOR ALL INFORMATION TECHNOLOGY CONTRACTS WHICH INCLUDES SOFTWARE AS A SERVICE (SAAS)/CLOUD SOLUTION

9.1 ADDITIONAL TERMS FOR A CONTRACTOR'S DATA PROTECTION OBLIGATIONS

1. Data Ownership: The State will own all right, title and interest in its State Data that is related to the services provided by this contract. The Contractor shall not use or access State user accounts or State Data, except (i) in the course of data center operations, (ii) in response to service or technical issues, (iii) as required by the express terms of this contract, or (iv) at the State's written request.

Contractor shall not collect, access, or use State Data except as strictly necessary to provide its solution to the State. No information regarding the State's use of the solution may be disclosed, provided, rented or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this contract.

2. Data Protection: Protection of personal privacy and data shall be an integral part of the business activities of the Contractor to ensure that there is no inappropriate or unauthorized use of State Data at any time. To this end, the Contractor shall safeguard the confidentiality, integrity, and availability of State Data and comply with the following conditions:
 - a. The Contractor shall implement and maintain appropriate administrative, technical and organizational security measures to safeguard against unauthorized access, disclosure or theft of Personal Data and Non-Public Data. Such security measures shall be in accordance with recognized good industry practice and not less stringent than the measures the Contractor applies to its own Personal Data and Non-Public Data of similar kind.
 - b. All Personal Data shall be encrypted at rest and in transit with controlled access. Contractor is responsible for encryption of the Personal Data. The level of protection and encryption for all Personal Data shall be identified and made a part of this contract.
 - c. Contractor shall encrypt all Non-Public Data at rest and in transit. The level of protection and encryption for all Non-Public Data shall be identified and made a part of this contract.
 - d. Personal Data shall not be stored on Mobile Devices. Where Mobile Devices are required for Contractor to accomplish the work, the Contractor shall ensure the Mobile Device is hard drive encrypted consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all Personal Data.
 - e. At no time shall any data or processes, which either belongs to or are intended for the use of State or its officers, agents, or employees, be copied, disclosed, or retained by the Contractor or any party related to the Contractor for subsequent use in any capacity that does not include the State.
3. Data Location: Contractor shall provide its services to State and its End Users solely from data centers in the U.S. Storage of State Data at rest shall be located solely in data centers in the U.S. Contractor shall not allow its personnel or contractors to store State Data on Mobile Devices, including personal computers, except for devices that are used and kept within the physical structure of its U.S. data centers. Contractor shall permit its personnel and contractors to access State Data remotely only as required to provide technical support or upon prior notice and approval. The Contractor may provide technical user support on a seven-day by 24-hour basis, unless otherwise prohibited in this contract.
4. Security Incident and Breach of Security Responsibilities.
 - a. Security Incident Reporting Requirements: Once Contractor reasonably determines that a Security Incident occurred, the Contractor shall report a Security Incident to the appropriate State identified contact within 24 hours by the agreed upon method

- as defined in the contract. Contractor will provide the State regular updates and all available relevant information including a description of the incident and those measures taken by Contractor in response to the Security Incident.
- b. Breach of Security Reporting Requirements: If the Contractor confirms or reasonably believes that there has been a Breach of Security, the Contractor shall (1) immediately notify the appropriate State identified contact by the agreed upon method within 24 hours, unless a shorter time is required by applicable law, (2) take commercially reasonable measures to address and investigate the Breach of Security in a timely manner and (3) cooperate with the State as reasonably requested by the State and/or law enforcement to investigate and resolve the Breach of Security. Contractor will provide the State regular updates and all available information to assist the State with notification to law enforcement and third parties as required by applicable law, including a description of the Breach of Security and those measures taken by Contractor in response to the Breach of Security.
 - c. Incident Response: When commercially reasonable to do so, Contractor may communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries (subject to preapproval by the State if Contractor specifically identifies the State or State Data), and seeking external expertise as mutually agreed at the time, defined by law, or contained in the SLA. Discussing Security Incidents with the State should be handled on an urgent as needed basis, as part of Contractor communication and mitigation processes as mutually agreed at the time, defined by law, or contained in the SLA.
 - d. Following a Security Incident or Breach of Security, Contractor shall promptly implement necessary remedial measures, if necessary, and document responsive actions taken related to the Security Incident or Breach of Security, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
5. Termination and Suspension of Service:
- a. In the event of termination of the contract, the Contractor shall implement an orderly return of State Data in a mutually agreeable format and the subsequent secure disposal of State Data remaining in Contractor's possession.
 - b. Suspension of services: During any period of suspension, the Contractor shall not take any action to intentionally erase any State Data.
 - c. Unless otherwise stipulated, in the event of termination of any services, SLA, or this contract in its entirety, the Contractor shall not take any action to intentionally erase any State Data for a period of:
 - 1) 10 business days after the effective date of termination, if the termination is in accordance with the expiration of the defined contract term;
 - 2) 30 business days after the effective date of termination, if the termination is for convenience; or
 - 3) 60 business days after the effective date of termination, if the termination is for cause.After such period, the Contractor shall have no obligation to maintain or provide any State Data and shall thereafter, unless legally prohibited, delete all State Data in its systems or otherwise in its possession or under its control in accordance with subsection (e) below.
 - d. Post-Termination Assistance: The State shall be entitled to any post-termination assistance with respect to the services unless a unique data retrieval arrangement has been established as part of the contract.
 - e. Secure Data Disposal: When requested by the State, the Contractor shall destroy all requested data in all of its forms, including but not limited to: disk, CD/DVD, backup tape, and paper. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST) approved methods and certificates of destruction shall be provided to the State.
6. Background Checks: The Contractor shall conduct criminal background checks and not utilize any staff, including sub-contractors, to fulfill the obligations of the contract who has been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or any misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The Contractor shall promote and maintain an awareness of the importance of securing the State's Data among the Contractor's employees and agents.
7. Access to security logs and other reports: The Contractor shall provide logs and reports to the State in a format as specified in the contract and agreed to by both the Contractor and the State. Reports shall include latency statistics, user access, user access IP address, user access history and security logs for all State Data related to this contract, including but not limited to data, file management, transactions, or tools used to provide, manage, secure, or analyze the State's Data. The Contractor shall maintain the reports and logs for the contract term and for two (2) years after the conclusion of the term, and shall provide them to the State in the course of a State audit or upon written request from the State.
8. Service Level Audit: The Contractor shall allow the State to audit conformance to the contract terms. The State may perform this audit or contract with a third party at its discretion, at the State's expense.
9. Data Center Audit: The Contractor shall have an independent third party audit of its data center(s) performed at least annually at their own expense, and provide the audit report to the State upon request.
10. Change Control and Advance Notice: The Contractor shall give advance notice to the State of any upgrades (e.g. major upgrades, minor upgrades, system changes) that may impact service availability and performance. Said notice shall be provided at least thirty days in advance of the upgrade, unless otherwise agreed in the SLA.
11. Security: The Contractor shall disclose its non-proprietary security processes and technical limitations to the State by completing the State's Security Controls Checklist or equivalent system security document, available upon request from the Office of Information

Technology, as updated from time to time, such that adequate protection and flexibility can be attained between the State and the Contractor.

12. Non-disclosure and Separation of Duties: The Contractor shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of State Data to that which is absolutely needed to perform job duties.
13. Import and Export of Data: The State shall have the ability to import or export data in piecemeal or in entirety at its discretion without interference from the Contractor. This includes the ability for the State to import or export data to/from other Contractors.
14. Responsibilities and Uptime Guarantee: The Contractor shall be responsible for the acquisition and operation of all hardware, software, and network support related to the services being provided. The technical and professional activities required for establishing, managing, and maintaining the environment are the responsibilities of the Contractor. The system shall be available 24 hours per day, 365 days per year (with agreed-upon maintenance downtime), and Contractor shall provide service to the State as defined in the Service Level Agreement.
15. Right to Remove Individuals: The State shall have the right at any time to require that the Contractor remove from interaction with the State any Contractor representative who the State believes is detrimental to its working relationship with the Contractor. The State will provide the Contractor with notice of its determination, and the reasons it requests the removal. If the State signifies that a potential security violation exists with respect to the request, the Contractor shall immediately remove such individual. The Contractor shall not assign the person to any aspect of the contract or future work orders without the State's consent.

Business Continuity and Disaster Recovery: The Contractor shall provide a business continuity and disaster recovery plan upon request and ensure that the State's Recovery Time Objective (RTO) is met. The RTO shall be defined in the SLA.

9.2 INDEMNIFICATION FOR SAAS

Section 4.1 Indemnification of the SSTC is deleted in its entirety and replaced with the following;

4.1 INDEMNIFICATION

- A. The Contractor's liability to the State and its employees in third-party suits shall be as follows:
 1. The Contractor shall assume all risk for and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its officers, officials, 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 this Contract or 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 uncopied composition, secret process, patented or unpatented invention, article or appliance ("Intellectual Property Rights") furnished or used in the performance of the contract; and
 - iii. For or on account of a Breach of Security resulting from Contractor's breach of its obligation to encrypt Personal Data or otherwise prevent its release or misuse.
 2. In the event of a claim or suit involving third-party Intellectual Property Rights, the Contractor, at its option, may:
 - a. procure for the State the legal right to continue the use of the product;
 - b. replace or modify the product to provide a non-infringing product that is the functional equivalent; or
 - c. in the event that the Contractor cannot do "a." or "b.", refund the purchase price less a reasonable allowance for use that is agreed to by both parties.
- B. The Contractor's indemnification and liability under subsection "A." is not limited by but is in addition to the insurance obligations. 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. The Contractor agrees that any approval by the State 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.
- C. Contractor will be relieved of its responsibilities under Subsection "A." for any claims made by a third-party that arise solely from the actions or omissions of the State, its officers, employees or agents.
- D. The State will:
 1. promptly notify Contractor in writing of the claim or suit;
 2. give Contractor shall have control of the defense and settlement of any claim that is subject to Section "A.1"; 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.
- E. Subject to the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.), the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.) and the appropriation and availability of funds, the State will be responsible for any cost or damage arising out of actions or inactions of the State, its employees or agents under Subsection A.1 which results in an unaffiliated third party claim. This is Contractor's exclusive remedy for these claims.
- F. The State of New Jersey will not indemnify, defend, pay or reimburse for claims on behalf of the Contractor. 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 "F." and a determination by the State to pay the claim or a final order of a court of competent jurisdiction.

- G. Neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of New Jersey or any Authorized Purchaser, nor purport to act as legal representative of the State of New Jersey or any Authorized Purchaser, 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 the Division of Purchase and Property. The State of New Jersey may, at its election and expense, assume its own defense and settlement.
- H. Notwithstanding the foregoing, Contractor has no obligation or liability for any claim or suit concerning third-party Intellectual Property Rights arising from:
 - 1. the State's unauthorized combination, operation, or use of a product supplied under this Contract with any product, device, or Software not supplied by Contractor;
 - 2. the State's unauthorized alteration or modification of any product supplied under this Contract;
 - 3. the Contractor's compliance with the State's designs, specifications, requests, or instructions, provided that if the State provides Contractor with such designs, specifications, requests, or instructions, Contractor reviews same and advises that such designs, specifications, requests or instructions present potential issues of patent or copyright infringement and the State nonetheless directs the Contractor to proceed with one (1) or more designs, specifications, requests or instructions that present potential issues of patent or copyright infringement; or
 - 4. the State's failure to promptly implement a required update or modification to the product provided by Contractor after the Contractor has given written notice to the State of a need for such an update or modification.
- I. This section states the entire obligation of Contractor and its suppliers, and the exclusive remedy of the State, in respect of any infringement or alleged infringement of any Intellectual Property Rights. This indemnity obligation and remedy are given to the State solely for its benefit and in lieu of, and Contractor disclaims, all warranties, conditions and other terms of non-infringement or title with respect to any product.

9.3 INSURANCE FOR SAAS

Section 4.2 Insurance of the SSTC is supplemented with the following:

E. Cyber Breach Insurance

The Contractor shall carry Cyber Breach Insurance in sufficient to protect the Contractor from any liability arising out of its performance pursuant to the requirements of this Contract. The insurance shall be in an amount of not less than \$2,000,000 in such policy forms as shall be approved by the State. The insurance shall at a minimum cover the following: Data loss, ransomware and similar breaches to computers, servers and software; Protection against third-party claims; cost of notifying affected parties; cost of providing credit monitoring to affected parties; forensics; cost of public relations consultants; regulatory compliance costs; costs to pursue indemnity rights; costs to Data Breach and Credit Monitoring Services analyze the insured's legal response obligations; costs of defending lawsuits; judgments and settlements; regulatory response costs; costs of responding to regulatory investigations; and costs of settling regulatory claims.

9.4 LIMITATION OF LIABILITY FOR SAAS

Section 4.0 Indemnification and Insurance of the SSTC is supplemented with the following:

4.3 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 third party claims, shall be limited in the aggregate to 200% of the fees paid by the State during the previous twelve months to Contractor for the products or services giving rise to such damages. Notwithstanding the preceding sentence, in no event shall the limit of liability be less than \$1,000,000. This limitation of liability shall not apply to the following:
 - i. The Contractor's indemnification obligations as described in Section 4.1; and
 - ii. The Contractor's breach of its obligations of confidentiality.
- B. Notwithstanding the foregoing exclusions, where a Breach of Security is a direct result of Contractor's breach of its contractual obligation to encrypt Personal Data or otherwise prevent its release as reasonably determined by the State, the Contractor shall bear the costs associated with (1) the investigation and resolution of the Breach of Security; (2) notifications to individuals, regulators, or others required by federal and state laws or as otherwise agreed to; (3) a credit monitoring service required by state or federal law or as otherwise agreed to; (4) a website or a toll-free number and call center for affected individuals required by federal and state laws — all not to exceed the average per record, per person cost calculated for data breaches in the United States in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute for the public sector at the time of the Breach of Security; and (5) completing all corrective actions as reasonably determined by Contractor based on root cause of the Breach of Security.
- C. The Contractor shall not be liable for punitive, special, indirect, incidental, or consequential damages.

EXHIBIT A - GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES CONTRACTS

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.

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

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

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

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

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

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

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

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

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

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

- Letter of Federal Affirmative Action Plan Approval;
- Certificate of Employee Information Report; or
- Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at http://www.state.nj.us/treasury/contract_compliance).

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

EXHIBIT B - CONSTRUCTION CONTRACTS

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.

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

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

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

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

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

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

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

- (A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.
- (B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:
 - (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
 - (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
 - (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

- (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
 - (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
 - (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
 - (i) The contractor or subcontractor shall interview the referred minority or women worker.
 - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.
 - (iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
 - (iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.
 - (7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.
- (C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

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

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

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

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

EXHIBIT C - 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:

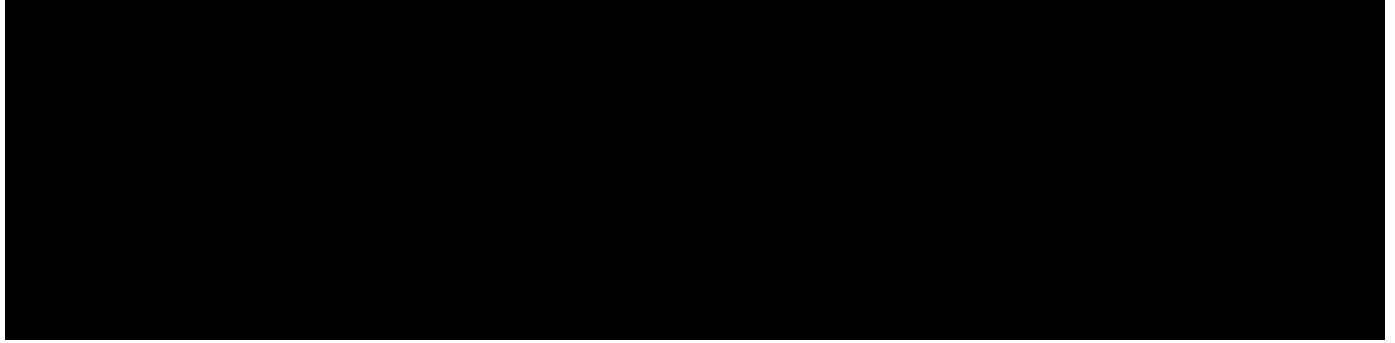
1. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at <https://newjersey.usnlx.com/>;
2. The Contractor shall keep specific records of its efforts, including records of all individuals 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.

State of New Jersey Combined Standard Terms and Conditions

(Revised June 3, 2025)

I HEREBY ACKNOWLEDGE AND AGREE TO THE STATE OF NEW JERSEY COMBINED STANDARD TERMS AND CONDITIONS
MADE PART OF THE CONTRACT.





OWNERSHIP DISCLOSURE FORM

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

VENDOR NAME: AECOM Technical Services, Inc.

PURSUANT TO N.J.S.A. 52:25-24.2, ALL PARTIES ENTERING INTO A CONTRACT WITH THE STATE ARE REQUIRED TO PROVIDE A STATEMENT OF OWNERSHIP.
Please answer all questions and complete the information requested.

- | | YES | NO |
|--|-------------------------------------|-------------------------------------|
| 1. The vendor is a Non-Profit Entity ; and therefore, no disclosure is necessary. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 2. The vendor is a Sole Proprietor ; and therefore, no other disclosure is necessary.
A Sole Proprietor is a person who owns an unincorporated business by himself or her-self.
A limited liability company with a single member is not a Sole Proprietor. | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| 3. The vendor is a corporation, partnership, or limited liability company with individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest; and therefore, disclosure is necessary. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

If you answered **YES** to Question 3, you must disclose the information requested in the space below.*

- (a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class;
(b) all individual partners in the partnership who own a 10% or greater interest therein; or,
(c) all members in the limited liability company who own a 10% or greater interest therein.

NAME	
ADDRESS	
ADDRESS	
CITY	

NAME	
ADDRESS	
ADDRESS	
CITY	

NAME		
ADDRESS		
ADDRESS		
CITY	STATE	ZIP

NAME		
ADDRESS		
ADDRESS		
CITY	STATE	ZIP

- | | YES | NO |
|---|-------------------------------------|--------------------------|
| 4. For each of the corporations, partnerships, or limited liability companies identified in response to Question #3 above, are there any individuals, partners, members, stockholders, corporations, partnerships, or limited liability companies owning a 10% or greater interest of those listed business entities? | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

If you answered **YES** to Question 4, you must disclose the information requested in the space below.*

- (a) the names and addresses of all stockholders in the corporation who own 10% or more of its stock, of any class;
(b) all individual partners in the partnership who own a 10% or greater interest therein; or,
(c) all members in the limited liability company who own a 10% or greater interest therein. The disclosure(s) shall be continued until the names and addresses of every non-corporate stockholder, individual partner, and/or member a 10% or greater interest has been identified.

Please See Response to Question 3 Above.

NAME		
ADDRESS		
ADDRESS		
CITY	STATE	ZIP

NAME		
ADDRESS		
ADDRESS		
CITY	STATE	ZIP

NAME		
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NAME		
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ADDRESS		
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5. As an alternative to completing this form, a Vendor 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% 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% 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% or greater beneficial interest.*

*AECOM is a Delaware Corporation that is publicly traded on the New York Stock Exchange under the symbol "ACM" and information for investors can be found at www.aecom.com

* Attach additional sheets if necessary



DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING THE VENDOR FORM

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

BID SOLICITATION # AND TITLE: Smarter Housing Solution – An Efficient, Innovative, Affordable Path to Resilient Housing

VENDOR NAME: AECOM Technical Services, Inc.

PART 1

PLEASE LIST ALL OFFICERS/DIRECTORS OF THE VENDOR BELOW.

**Attach Additional Sheets If Necessary.*

PART 2

PLEASE REFER TO THE PERSONS LISTED ABOVE AND/OR THE PERSONS AND/OR ENTITIES LISTED ON THE OWNERSHIP DISCLOSURE FORM WHEN ANSWERING THESE QUESTIONS.

1. Has any person or entity listed on this form or its attachments ever been arrested, charged, indicted, or convicted in a criminal or disorderly persons matter by the State of New Jersey (or political subdivision thereof), or by any other state or the U.S. Government? **NO**
2. Has any person or entity listed on this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any government agency from bidding or contracting to provide services, labor, materials or supplies? **NO**
3. Are there currently any pending criminal matters or debarment proceedings in which the firm and/or its officers and/or managers are involved? **NO**
4. Has any person or entity listed on this form or its attachments been denied any license, permit or similar authorization required to engage in the work applied for herein, or has any such license, permit or similar authorization been revoked by any agency of federal, state or local government? **NO**
5. Has any person or entity listed on this form or its attachments been involved as an adverse party to a public sector client in any civil litigation or administrative proceeding in the past five (5) years? **YES**

IF ANY OF THE ANSWERS TO QUESTIONS 1-5 ARE "YES", PLEASE PROVIDE THE REQUESTED INFORMATION IN PART 3.
IF ALL OF THE ANSWERS TO QUESTIONS 1-5 ARE "NO", NO FURTHER ACTION IS NEEDED; PLEASE SIGN AND DATE THE FORM.

PART 3

DESCRIPTION OF THE INVESTIGATION OR LITIGATION, ETC. **Please See Attached.**

If you answered "YES" to any of questions 1 - 5 above, you must provide a detailed description of any investigation or litigation, including, but not limited to, administrative complaints or other administrative proceedings involving public sector clients during the past five (5) years. The description must include the nature and status of the investigation, and for any litigation, the caption and a brief description of the action, the date of inception, current status, and if applicable, the disposition.

PERSON OR ENTITY NAME	_____	PHONE NUMBER	_____
CONTACT NAME	_____		
CASE CAPTION	_____		
INCEPTION OF THE INVESTIGATION	_____	CURRENT STATUS	_____
SUMMARY OF INVESTIGATION	_____		

**Attach Additional Sheets If Necessary.*

CERTIFICATION

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

3. Disclosure of Investigations: Attachment to Disclosure of Investigations Form (Part 3)

1. No / N.A.

2. AECOM answered “no” to this question because AECOM Technical Services, Inc. (“ATS”), has not been suspended, debarred or otherwise disqualified from bidding, proposing or contracting. In the interest of transparency and full disclosure, however, please be advised that in March of 2019, ATS entered into a Settlement Agreement with the City of Philadelphia (the “City”) whereby ATS agreed that it would not apply for or enter into any non-competitively bid contract with the City or receive Financial Assistance from the City until after December 31, 2019. During such period, ATS continued to work under contracts it currently holds with the City and continued to remain eligible for any appropriate renewals and extensions of those contracts. The Settlement Agreement relates solely to ATS’ omission of nine campaign contributions that were made by either the AECOM political action committee or by AECOM officers on ATS’ disclosure materials submitted in connection with City contracts. At no time did ATS exceed any applicable City campaign finance limits. The Settlement Agreement is not an admission of liability or wrong- doing and the City has not debarred or suspended AECOM. Further, ATS has since increased internal protocols related to tracking of political contributions in an effort to avoid inadvertent omissions in the future.

3. To the best of its knowledge, ATS is not a defendant or target in any criminal cases or investigations and is not currently defending any debarment proceedings.

4. No / N/A.

5. AECOM Technical Services, Inc. is a wholly owned subsidiary of AECOM, which is an organization comprised of approximately 120 operating companies and affiliates having a total current employment of approximately 45,000 persons worldwide that perform design, engineering, planning and related professional services and execute thousands of projects annually. As with any large service company, from time to time, it is unavoidably involved in claims, litigation, and alternative dispute resolutions which may allege third party personal injury, property damages or breach of contract. Further, in the ordinary course of business, AECOM Technical Services, Inc. may be subject to, and resolves, state and federal regulatory proceedings regarding its services, such as Department of Building and OSHA violations.

As instructed by counsel, AECOM Technical Services, Inc. does not voluntarily comment on pending or past claims, litigation, or arbitration or other alternative dispute resolution matters for a number of reasons, including, but not limited to, a desire and need to maintain the attorney-client privilege, the protections of the attorney work product doctrine, and the private and confidential nature of settled claims and litigation, and mediation, arbitration and other alternative dispute matters, which often are associated with confidentiality and non-disclosure agreements.

In the opinion of management, AECOM Technical Services, Inc., is adequately insured to address any pending or threatened claims and litigation. AECOM Technical Services, Inc. strives to avoid litigation and has a risk management program in place that includes early recognition of situations that might give rise to a claim, open lines of communication and proactive dispute resolution. None of our current litigation could reasonably be expected to have a material adverse effect on AECOM Technical Services, Inc., or its ability to perform under this or any other contract.

[REDACTED]

[REDACTED]



DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

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

BID SOLICITATION # AND TITLE: Smarter Housing Solution – An Efficient, Innovative, Affordable Path to Resilient Housing

VENDOR NAME: AECOM Technical Services, Inc.

Pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4) any person or entity that submits a bid or proposal or otherwise proposes to enter into or renew a contract must certify that neither the person nor entity, nor any of its parents, subsidiaries, or affiliates, is identified on the New Jersey Department of the Treasury's Chapter 25 List as a person or entity engaged in investment activities in Iran. The Chapter 25 list is found on the Division's website at <https://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must review this list prior to completing the below certification. If the Director of the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX



I certify, pursuant to N.J.S.A. 52:32-57, et seq. (P.L. 2012, c.25 and P.L. 2021, c.4), that neither the Vendor/Bidder listed above nor any of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List of entities determined to be engaged in prohibited activities in Iran.

OR



I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the New Jersey Department of the Treasury's Chapter 25 List. I will provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, or one of its parents, subsidiaries or affiliates, has engaged in regarding investment activities in Iran by completing the information requested below.

Entity Engaged in Investment Activities
Relationship to Vendor/ Bidder
Description of Activities

Duration of Engagement
Anticipated Cessation Date

**Attach Additional Sheets If Necessary.*

CERTIFICATION

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

INFORMATION AND INSTRUCTIONS
For Completing the “Two-Year Chapter 51/Executive Order
333 Vendor Certification and Disclosure of Political
Contributions for Non-Fair and Open Contracts” Form

Background Information

New Jersey law insulates the negotiation and award of State contracts from political contributions that posed a risk of improper influence, purchase of access or the appearance thereof. P.L.2005, c.51, as amended by the Elections Transparency Act, P.L.2023, c.30, codified at N.J.S.A. 19:44A-20.13 to 20.25 (“Chapter 51”) and Executive Order No. 333 (2023).

For Contracts Awarded Pursuant to a Fair and Open Process

Pursuant to P.L.2005, c.51, as amended by the Elections Transparency Act, P.L.2023, c.30, codified at N.J.S.A. 19:44A-20.13 to 20.25 (“Chapter 51”), and Executive Order No. 333 (2023), contracts awarded pursuant to a fair and open process do **not** require a certification or disclosure of any solicitation or contribution of money, or pledge of contribution, including in-kind contributions.

For Contracts Awarded Pursuant to a Non-Fair and Open Process

Pursuant to P.L.2005, c.51, as amended by the Elections Transparency Act, P.L.2023, c.30, codified at N.J.S.A. 19:44A-20.13 to 20.25 (“Chapter 51”), and Executive Order No. 333 (2023), 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 Continuing Political Committee or to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor during certain specified time periods.

Definitions:

A “fair and open process” means, at a minimum, that the contract shall be: publicly advertised in newspapers or on the Internet website maintained by the public entity in sufficient time to give notice in advance of the contract; awarded under a process that provides for public solicitation of proposals or qualifications and awarded and disclosed under criteria established in writing by the public entity prior to the solicitation of proposals or qualifications; and publicly opened and announced when awarded. A contract awarded under a process that includes public bidding or competitive contracting pursuant to State contracts law shall constitute a fair and open process. N.J.S.A. 19:44A-20.23 (P.L.2005, c.51, rev. P.L.2023, c.30).

A “Continuing Political Committee” means any political organization (a) organized under section 527 of the Internal Revenue Code; and (b) consisting of any group of two or more persons acting jointly, or any corporation, partnership, or any other incorporated or unincorporated association, including a political club, political action committee, civic association or other organization, which in any calendar year contributes or expects to contribute at least \$5,500 to the aid or promotion of the candidacy of an individual, or of the candidacies of individuals, for elective public office, or the passage or defeat of a public question or public questions, and which may be expected to make contributions toward such aid or promotion or passage or defeat during a subsequent election, provided that the group, corporation, partnership, association or other organization has been determined to be a continuing political committee by the New Jersey Election Law Enforcement Commission under N.J.S.A.19:44A-8(b)(8). A Continuing Political Committee does not include a “political party committee,” a “legislative leadership committee,” or an “independent expenditure committee,” as defined in N.J.S.A. 19:44A-3.

Two-Year Certification Process

Upon approval by the State Chapter 51 Review Unit, the Certification and Disclosure of Political Contributions form **for Non-Fair and Open Contracts** is valid for a two (2) year period. Thus, if a Business Entity and/or vendor receives approval on January 1, 2022, the certification expiration date would be December 31, 2023. Any change in the Business Entity’s ownership status and/or political contributions during the two-year period will require the submission of new Chapter 51 forms to the contracting State Agency. **Please note that it is the Business Entity’s responsibility to file new forms with the State should these changes occur.**

State Agency Instructions

Prior to the awarding of a contract, the State Agency should first use NJSTART (<https://www.njstart.gov/bso/>) to check the status of a Business Entity's Chapter 51 certification before contacting the Review Unit's mailbox at CD134@treas.nj.gov. If the State Agency does not find any Chapter 51 Certification information in NJSTART and/or the Business Entity is not registered in NJSTART, then the State Agency should send an e-mail to CD134@treas.nj.gov to verify the certification status of the Business Entity. If the response is that the Business Entity is NOT within an approved two-year period, then forms must be obtained from the Business Entity and forwarded for review. If the response is that the Business Entity is within an approved two-year period, then the response so stating should be placed with the bid/contract documentation for the subject project.

Instructions for Completing the Form

"For State Use Only" box

This box/section should **only** be filled out by the contracting State agency.

The contracting State agency must check the box indicating whether this is a fair and open contract. Please note that if the answer is **YES**, the **Chapter 51 form is not required** and should not be submitted as per the Elections Transparency Act, P.L.2023, c.30, codified at N.J.S.A. 19:44A-20.13 to 20.25 ("Chapter 51") and Executive Order No. 333 (2023).

NOTE: Parts 1, 2 and 3 of the form should be filled out the Business Entity.

Part 1: BUSINESS ENTITY INFORMATION

Business Name – Enter the full legal name of the Business Entity, including trade name if applicable.

Address, City, State, Zip and Phone Number – Enter the Business Entity's street address, city, state, zip code and telephone number.

Vendor Email – Enter the Business Entity's primary email address.

Vendor FEIN – Please enter the Business Entity's Federal Employment Identification Number.

Business Type – Check the appropriate box that represents the Business Entity's type of business formation.

Listing of officers, shareholders, partners or members – Based on the box checked for the business type, provide the corresponding information. (A complete list must be provided.)

Part 2: DISCLOSURE OF CONTRIBUTIONS

Read the two (2) types of political contributions that require disclosure and, if applicable, provide the recipient's information.

Name of Recipient – Enter the full legal name of the recipient.

Address of Recipient – Enter the recipient's street address.

Date of Contribution – Indicate the date the contribution was given.

Amount of Contribution – Enter the dollar amount of the contribution.

Type of Contribution – Select the type of contribution from the examples given.

Contributor's Name – Enter the full name of the contributor.

Relationship of the Contributor to the Vendor – Indicate the relationship of the contributor to the Business Entity. (e.g., officer or shareholder of the company, partner, member, parent company of the vendor, subsidiary of the vendor, etc.)

NOTE: If form is being completed electronically, click "Add a Contribution" to enter additional contributions. Otherwise, please attach additional pages as necessary.

Check the box under the recipient information within Part 2 if no reportable contributions have been solicited or made by the Business Entity. **This box must be checked if there are no contributions to report.**

Part 3: CERTIFICATION

Check Box A if the representative completing the Certification and Disclosure form is doing so on behalf of the Business Entity and all individuals and/or entities whose contributions are attributable to the Business Entity. No additional Certification and Disclosure forms are required if BOX A is checked.

Check Box B if the representative completing the Certification and Disclosure form is doing so on behalf of the Business Entity and all individuals and/or entities whose contributions are attributable to the Business Entity with the exception of those individuals and/or entities that submit their own separate form. For example, the representative is not signing on behalf of the vice president of a corporation, but all others. The vice president completes a separate Certification and Disclosure form. **Additional Certification and Disclosure forms are required from those individuals and/or entities that the representative is not signing on behalf of and are included with the business entity's submittal.**

Check Box C if the representative completing the Certification and Disclosure form is doing so on behalf of the Business Entity only. Additional Certification and Disclosure forms are required from all individuals and/or entities whose contributions are attributable to the Business Entity and must be included with the Business Entity submittal.

Check Box D when a sole proprietor is completing the Certification and Disclosure form or when an individual or entity whose contributions are attributable to the Business Entity is completing a separate Certification and Disclosure form.

Read the five statements of certification prior to signing.

The representative authorized to complete the Certification and Disclosure form must sign and print her/his name, title or position and enter the date.

State Agency Procedure for Submitting Form(s)

The State Agency should submit the completed and signed Two-Year Vendor Certification and Disclosure forms either electronically to: cd134@treas.nj.gov or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625-0230. Original forms should remain with the State Agency and copies should be sent to the Chapter 51 Review Unit.

Business Entity Procedure for Submitting Form(s)

- The Business Entity should return this form to the contracting State Agency.
- The Business Entity should also submit the Certification and Disclosure form directly to the Chapter 51 review Unit only when:
- The Business Entity is approaching its two-year certification expiration date and is seeking certification renewal;
- The Business Entity had a change in its ownership structure; OR
- The Business Entity made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

Questions & Information

Questions regarding Public Law 2005, Chapter 51 (N.J.S.A. 19:44A-20.13) as amended by the Elections Transparency Act, P.L.2023, c.30, codified at N.J.S.A. 19:44A-20.13 to 20.25 ("Chapter 51") and Executive Order No. 333 (2023) or may be submitted electronically through the Division of Purchase and Property website at: <https://www.state.nj.us/treas/purchase/eo333questions.shtml>.

Reference materials and forms are posted on the Political Contributions Compliance website at: <https://www.state.nj.us/treasury/purchase/execorder333.shtml>.



Two-Year Chapter 51 /Executive Order 333 Vendor Certification and
Disclosure of Political Contributions for Non-Fair and Open Contracts

FOR STATE USE ONLY

Solicitation, RFP, or Contract No. _____ Award Amount _____

Is the contract being awarded pursuant to a "fair and open process" pursuant to P.L.2023, c.30? Yes ☐ No ☐

Description of Services _____

State Agency Name _____ Contact Person _____

Phone Number _____ Contact Email _____

☐ Check if the Contract / Agreement is Being Funded Using FHWA Funds

Please check if requesting

Check off the business type and list below the required information for the type of business selected.

MUST BE COMPLETED IN FULL

- ☒ Corporation: LIST ALL OFFICERS and any 10% and greater shareholder (If the corporation only has one officer, please write "sole officer" after the officer's name.)
- ☐ Professional Corporation: LIST ALL OFFICERS and ALL SHAREHOLDERS
- ☐ Partnership: LIST ALL PARTNERS with any equity interest
- ☐ Limited Liability Company: LIST ALL MEMBERS with any equity interest
- ☐ Sole Proprietor

Note: "Officers" means President, Vice President with senior management responsibility, Secretary, Treasurer, Chief Executive Officer or Chief Financial Officer of a corporation, or any person routinely performing such functions for a corporation.

Also Note: "N/A will not be accepted as a valid response. Where applicable, indicate "None."

All Officers of a Corporation or PC

All Equity partners of a Partnership

**10% and greater shareholders of a corporation
or all shareholders of a PC**

All Equity members of a LLC

If you need additional space for listing of Officers, Shareholders, Partners or Members, please attach separate page.

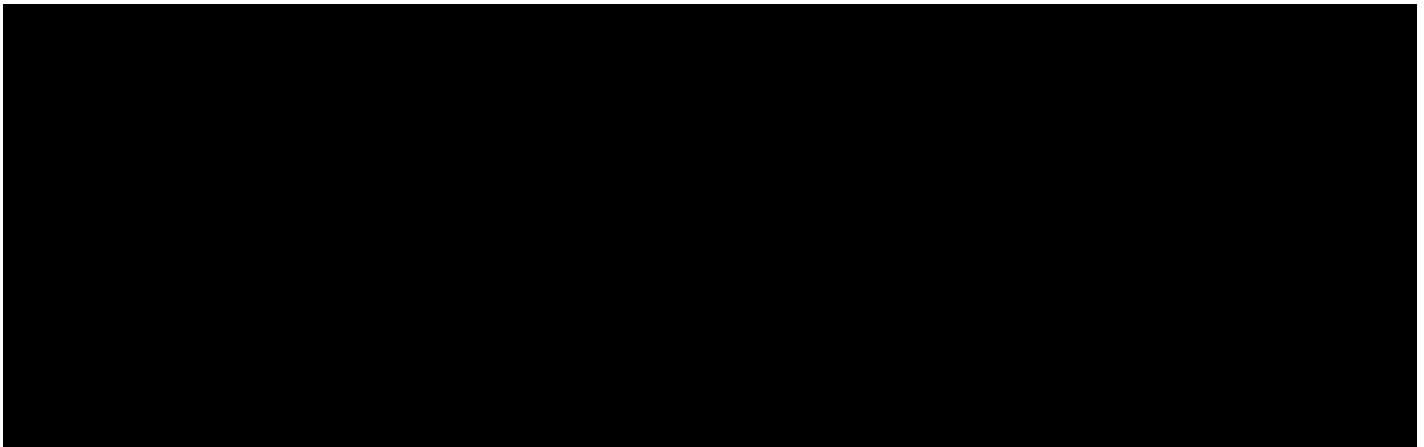
Part 2: Disclosure of Contributions by the Business Entity or any person or entity whose contributions are attributable to the Business Entity.

1. Report below all contributions solicited or made during the 4 years immediately preceding the commencement of negotiations or submission of a proposal to any:

Political organization organized under Section 527 of the Internal Revenue Code and which also meets the definition of a continuing political committee as defined in N.J.S.A. 19:44A-3(n).

2. Report below all contributions solicited or made during the 5 ½ years immediately preceding the commencement of negotiations or submission of a proposal to any:

Candidate Committee for or Election Fund of any Gubernatorial candidate.



Full Legal Name of Recipient _____

Address of Recipient _____

Date of Contribution _____ Amount of Contribution _____

Type of Contribution (i.e. currency, check, loan, in-kind) _____

Contributor Name _____

Relationship of Contributor to the Vendor _____

**If this form is not being completed electronically, please attach additional contributions on separate page.
Click the "Add a Contribution" tab to enter additional contributions.**

Remove Contribution

Add a Contribution

☐ **Check this box only if no political contributions have been solicited or made by the business entity or any person or entity whose contributions are attributable to the business entity.**

*We are submitting this pay-to-play form because it was requested of us and in the spirit of transparency. However, it is our understanding that this contract is being awarded pursuant to a fair-and-open process, and therefore none of the contributions disclosed above will have any effect on eligibility for this contracting opportunity under the 2023 amendments to the pay-to-play laws contained in the Elections Transparency Act.

Part 3: Certification (Check one box only)

- (A) ☒ I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**.
- (B) ☐ I am certifying on behalf of the business entity and all individuals and/or entities whose contributions are attributable to the business entity as listed on Page 1 under **Part 1: Vendor Information**, except for the individuals and/or entities who are submitting separate Certification and Disclosure forms which are included with this submittal.
- (C) ☐ I am certifying on behalf of the business entity only; any remaining persons or entities whose contributions are attributable to the business entity (as listed on Page 1) have completed separate Certification and Disclosure forms which are included with this submittal.
- (D) ☐ I am certifying as an individual or entity whose contributions are attributable to the business entity.

I hereby certify as follows:

- 1. I have read the Information and Instructions accompanying this form prior to completing the certification on behalf of the business entity.**
- 2. All reportable contributions made by or attributable to the business entity have been listed above.**

3. The business entity has not knowingly solicited or made any contribution of money, pledge of contribution, including in-kind contributions, that would bar the award of a contract to the business entity unless otherwise disclosed above:

- a) Within the 18 months immediately preceding the commencement of negotiations or submission of a proposal for the contract or agreement to a candidate committee or election fund of any candidate for the public office of Governor or election fund of holder of public office of Governor.
- b) During the term of office of the current Governor to a candidate committee or election fund of a holder of the public office of Governor.
- c) Within the 18 months immediately preceding the last day of the sitting Governor's first term of office to a candidate committee or election fund of the incumbent Governor.

4. During the term During the term of the contract/agreement the business entity has a continuing responsibility to report, by submitting a new Certification and Disclosure form, any contribution it solicits or makes to any candidate committee or election fund of any candidate or holder of the public office of Governor.

The business entity further acknowledges that contributions solicited or made during the term of the contract/agreement may be determined to be a material breach of the contract/agreement.

5. During the two-year certification period the business entity will report any changes in its ownership structure (including the appointment of an officer within a corporation) by submitting a new Certification and Disclosure form indicating the new owner(s) and reporting said owner(s) contributions.

I certify that the foregoing statements in Parts 1, 2 and 3 are true. I am aware that if any of the statements are willfully false, I may be subject to punishment.

Procedure for Submitting Form(s)

The contracting State Agency should submit this form to the Chapter 51 Review Unit when it has been required as part of a contracting process. The contracting State Agency should submit a copy of the completed and signed form(s), to the Chapter 51 Unit and retain the original for their records.

The Business Entity should return this form to the contracting State Agency. The Business Entity can submit this form directly to the Chapter 51 Review Unit only when it:

- Is approaching its two-year certification expiration date and wishes to renew certification;
- Had a change in ownership structure; OR
- Made any contributions during the period in which its last two-year certification was in effect, or during the term of a contract with a State Agency.

Forms should be submitted either electronically to: cd134@treas.nj.gov , or regular mail at: Chapter 51 Review Unit, P.O. Box 230, 33 West State Street, Trenton, NJ 08625.



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

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

VENDOR/BIDDER CERTIFICATION AND POLITICAL CONTRIBUTION DISCLOSURE FORM
PUBLIC LAW 2005, CHAPTER 271

CONTRACT #: _____ VENDOR/BIDDER: AECOM Technical Services, Inc.

At least ten (10) days prior to entering into the above-referenced Contract, the Vendor/Bidder must complete this Certification and Political Contribution Disclosure Form in accordance with the directions below and submit it to the State contact for the referenced Contract.

NOTE that the disclosure requirements under Public Law 2005, Chapter 271, as amended by the Elections Transparency Act, P.L.2023, c.30, are separate and different from the disclosure requirements under Public Law 2005, Chapter 51. Although no Vendor/Bidder will be precluded from entering into a contract by any information submitted on this form, a Vendor's/Bidder's failure to fully, accurately and truthfully complete this form and submit it to the appropriate State agency may result in the imposition of fines by the New Jersey Election Law Enforcement Commission.

DISCLOSURE

The following is the required Vendor/Bidder Disclosure of all Reportable Contributions made within twelve (12) months prior to entering a county and local contract that is not fair and open or made within eighteen (18) months prior to entering a State contract that is not fair and open and including the date of signing of this Certification and Disclosure to: (i) any candidate committee of a candidate for, or holder of, a State elective office, or (ii) any entity that is also defined as a "continuing political committee" under N.J.S.A. 19:44A-3(n) and N.J.A.C. 19:25-1.7.

The Vendor/Bidder is required to disclose Reportable Contributions by: the Vendor/Bidder itself; all persons or other business entities owning or controlling more than 10% of the profits of the Vendor/Bidder or more than 10% of the stock of the Vendor/Bidder, if the Vendor/Bidder is a corporation for profit; a spouse or child living with a natural person that is a Vendor/Bidder; all of the principals, partners, officers or directors of the Vendor/Contractor and all of their spouses; any subsidiaries directly or indirectly controlled by the Vendor/Bidder; and any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the Vendor/Bidder, other than a candidate committee, election fund, or political party committee.

"Reportable Contributions" are those contributions that are required to be reported by the recipient under the "New Jersey Campaign Contributions and Expenditures Reporting Act," P.L.1973, c.83, as amended by the Elections Transparency Act, P.L.2023, c.30, (C.19:44A-1 et seq.), and implementing regulations set forth at N.J.A.C. 19:25-10.1 et seq. As of January 1, 2023, contributions in excess of \$200 during a reporting period are deemed "reportable."

Name and Address of Committee to which a Reportable Contribution was made	Date of Reportable Contribution	Amount of Reportable Contribution	Contributor's Name
Indicate "NONE" if no Reportable Contribution was made.			

Attach additional sheets if necessary

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this



MACBRIDE PRINCIPLES FORM

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

BID SOLICITATION # AND TITLE: Smarter Housing Solution – An Efficient, Innovative, Affordable Path to Resilient Housing

VENDOR NAME: AECOM Technical Services, Inc.

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder is required to provide a certification in compliance with the MacBride Principles and Northern Ireland Act of 1989. Pursuant to N.J.S.A. 52:34-12.2, Vendor/Bidder must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principles that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

CHECK THE APPROPRIATE BOX



The Vendor/Bidder has no business operations in Northern Ireland; or

OR



The Vendor/Bidder 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 section 2 of P.L. 1987, c. 177 (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.

CERTIFICATION

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



STATE OF NEW JERSEY BUSINESS REGISTRATION CERTIFICATE

Taxpayer Name: AECOM TECHNICAL SERVICES, INC.

Trade Name:

Address: 30 KNIGHTSBRIDGE ROAD, STE 520
PISCATAWAY, NJ 08854-3963

Certificate Number: 0096113

Effective Date: July 01, 1991

Date of Issuance: August 06, 2025

For Office Use Only:

20250806112952543

[Return](#)



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/11/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

COVERAGES

CERTIFICATE NUMBER:

LOS-002150837-18

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	UMBRELLA LIAB						EACH OCCURRENCE
	EXCESS LIAB						AGGREGATE
	DED						RETENTION \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance.

CERTIFICATE HOLDER

State of New Jersey
Department of the Treasury
Attention: Ms. Catherine Douglass
33 West State Street
P.O. Box 034
Trenton, NJ 08625-0034

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



SOURCE DISCLOSURE FORM

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

BID SOLICITATION # AND TITLE: Smarter Housing Solution – An Efficient, Innovative, Affordable Path to Resilient Housing

VENDOR NAME: AECOM Technical Services, Inc.

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

PART 1



All services will be performed by the Contractor and Subcontractors in the United States. Skip Part 2.



Services will be performed by the Contractor and/or Subcontractors outside of the United States. **Complete Part 2.**

PART 2

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

Name of Contractor / Sub-contractor	Performance Location by Country	Description of Service(s) to be Performed Outside of the United States *	Reason Why the Service(s) Cannot be Performed in the United States *

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

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

CERTIFICATION

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



CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS

Pursuant to N.J.S.A. 52:32-60.1, et seq. ([L. 2022, c. 3](#)) any person or entity (hereinafter “Vendorⁱ”) that seeks to enter into or renew a contract with a State agency for the provision of goods or services, or the purchase of bonds or other obligations, must complete the certification below indicating whether or not the Vendor is identified on the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, available here: <https://sanctionssearch.ofac.treas.gov/>. If the Department of the Treasury finds that a Vendor has made a certification in violation of the law, it shall take any action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, certify that I have read the definition of “Vendor” below, and have reviewed the Office of Foreign Assets Control (OFAC) Specially Designated Nationals and Blocked Persons list, and having done so certify:

(Check the Appropriate Box)

- ☒ A. That the Vendor is not identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

- ☐ B. That I am unable to certify as to “A” above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list on account of activity related to Russia and/or Belarus](#).

OR

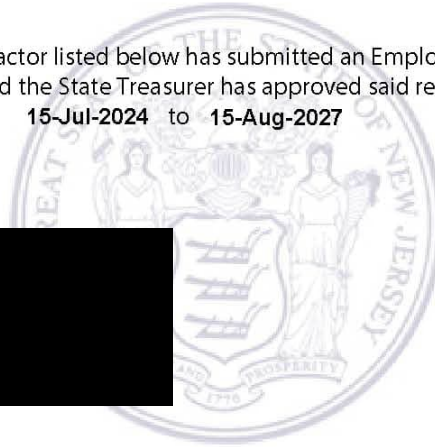
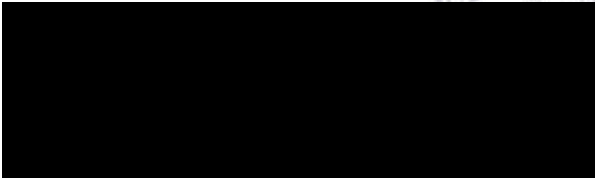
- ☐ C. That I am unable to certify as to “A” above, because the Vendor is identified on the [OFAC Specially Designated Nationals and Blocked Persons list](#). However, the Vendor is engaged in activity related to Russia and/or Belarus consistent with federal law, regulation, license or exemption. A detailed description of how the Vendor’s activity related to Russia and/or Belarus is consistent with federal law is set forth below.

ⁱ Vendor means: (1) A natural person, corporation, company, limited partnership, limited liability partnership, limited liability company, business association, sole proprietorship, joint venture, partnership, society, trust, or any other nongovernmental entity, organization, or group; (2) Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in Section 1701(c)(3) of the International Financial Institutions Act, 22 U.S.C. 262r(c)(3); or (3) Any parent, successor, subunit, direct or indirect subsidiary, or any entity under common ownership or control with, any entity described in paragraph (1) or (2).

Certification **3838**

CERTIFICATE OF EMPLOYEE INFORMATION REPORT RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-Jul-2024** to **15-Aug-2027**




ELIZABETH MAHER MUOIO
State Treasurer

Please refer to the following pages for the:

- Subcontractor Utilization Plan
- Confidentiality Form
- Offer and Acceptance



SUBCONTRACTOR UTILIZATION FORM

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

BID SOLICITATION # AND TITLE: _____

VENDOR NAME: _____

List All Businesses To Be Used As Subcontractors. Attach Additional Sheets If Necessary.
If the Bid Solicitation has subcontracting set-aside goals, and the Vendor has not achieved the goals,
Vendor must attach information documenting its good faith effort to achieve the goals.

SUBCONTRACTOR'S NAME: _____	
ADDRESS: _____	

PHONE NUMBER: _____	FEIN: _____
EMAIL: _____	
ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED: _____	
DESCRIPTION OF WORK TO BE SUBCONTRACTED: _____	

IS THE SUBCONTRACTOR IS A SMALL BUSINESS?	
IF YES, SMALL BUSINESS CATEGORY:	
IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS?	



CONFIDENTIALITY AND COMMITMENT TO DEFEND

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: Smarter Housing Solution – An Efficient, Innovative, Affordable Path to Resilient Housing

The Bid Solicitation advises Bidders (hereinafter "Company") that the submitted "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." In the event that the Division receives a request for documents related to above referenced Bid Solicitation, in accordance with its statutory obligations under the New Jersey Open Public Records Act and/or the common law right to know, it is the Division's intent to fulfill the request for records which may include a copy of the Company's Quote.

If Company objects to the disclosure of any portions of the Quote, the Company must advise the Division and must attach a detailed statement clearly identifying those sections of the Quote that Company claims are exempt from disclosure. In requesting any exemption, Company must identify the specific statutory or other legal justification for each requested exemption and the factual basis that supports said exemption. In addition, if Company requests any exemption to disclosure of the Quote based upon claims of confidential/proprietary information and trade secrets (setting forth the nature of the formula, process, pattern, device or compilation), in accordance with *Ingersoll-Rand Co. v. Ciavatta*, 110 N.J. 609 (1988), Company must also indicate the following with respect to the requested exemption:

- (1) the extent to which the information is known outside the owner's business;
- (2) the extent to which it is known by employees and others involved with your business;
- (3) the extent of the measures taken by your firm to guard the secrecy of the information;
- (4) the value of the information to your firm and your competitors;
- (5) the amount of effort or money expended by your firm in developing the information; and
- (6) the ease or difficulty with which the information could be properly acquired or duplicated by others.

Further, if the Quote includes any copyright notices, within five business days, the Division will be permitted to release a copy of the Quote document(s) unless Company serves the Division with an order from a court of competent jurisdiction precluding such release.

The State reserves the right to make the final determination as to what is and is not subject to public disclosure under OPRA and/or the common law right to know, and will advise the Company accordingly. Please note that the State will not honor any claim of confidential, proprietary, trade secret, and/or copyright material that is not supported by a specific statutory or legal justification provided by the Company. The State will not honor any attempts by the Company to designate the entire Quote as proprietary, confidential and/or to claim copyright protection for its entire Quote.

Accordingly, in order to assist the Division with the fulfillment of potential document requests, please select **one** of the following:



The Company's Quote **does not include** any confidential, proprietary and/or trade secrets; and therefore, the Company does not request any redactions be made prior to the release of the documents.

OR



The Company's Quote **does include** confidential, proprietary and/or trade secrets; and therefore, the Company requests that certain portions of the Quote be redacted prior to the release of the documents.

The requested redactions are set forth in the attached statement which specifically identifies the portions of the Quote by section, page number, paragraph and or line; and identifies the specific statutory or other legal reason for each requested exemption.

In the event of any challenge to the Company's assertion of confidential/proprietary information, the Company shall be solely responsible for defending its designation. Company agrees that it shall defend and cooperate in the defense of an action against the State of New Jersey arising from or related to the non-disclosure, due to the Company's request, of documents submitted to the State of New Jersey, and relating to a Quote submitted by the Company in response to the above referenced Bid Solicitation, which was the subject of a request for government records under the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq. ("OPRA"), or the common law right to know. The Company further agrees to indemnify and hold harmless the State against any judgments, costs, or attorneys' fees assessed against the State in connection with any action arising from, or related to, the non-disclosure, due to the Company's request, of documents submitted to the State, which are the subject of a request for government records under OPRA.

The Company makes the forgoing agreement with the understanding that the State may immediately disclose any documents withheld without further notice if the Company ceases to cooperate in the defense of an action against the State arising from or related to the above described non-disclosure due to the Company's request, and will disclose such documents withheld if so ordered by a court of competent jurisdiction.

The undersigned certifies that s/he is duly authorized to make this commitment on behalf of the Company.



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 # AND TITLE: **Smarter Housing Solution – An Efficient, Innovative, Affordable Path to Resilient Housing**

TO THE STATE OF NEW JERSEY:

Name of Bidder/Contractor **AECOM Technical Services, Inc.**

Address **300 Broadacres Drive, 2nd Floor - Suite 250**

City, State, Zip Code **Bloomfield, NJ 07003**

Phone Number

Fax Number **N/A**

Email Address

FEIN

Print Name & Title of Authorized Representative

Signature Authorized Representative

By submitting a Quote the Bidder certifies and confirms that:

1. It has read, understands, and agrees to all terms, conditions, and specifications set forth in the Bid Solicitation and the State of New Jersey Standard Terms and Conditions and agrees to furnish the goods, products, and/or services in compliance with those terms;
2. It has complied, and will continue to comply, with all applicable laws and regulations governing the provision of State goods and services, including the New Jersey Conflicts of Interest Law, N.J.S.A. 52:13D-12 to 28;
3. 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;
4. 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;
5. 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;
6. The Quote 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;
7. The Bidder, its affiliates, subsidiaries, officers, directors, and employees are not, to Bidder's knowledge, currently under investigation by any governmental agency for alleged conspiracy or collusion with respect to bidding on any 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 Contract;
8. The Bidder's failure to meet any of the terms and conditions of the Contract shall constitute a breach and may result in suspension or debarment from further State bidding; and
9. A defaulting 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.

ACCEPTANCE OF OFFER (For State Use Only)

The Offer above is hereby accepted and now constitutes a Contract with the State of New Jersey. The Contractor is now bound to sell the goods, products, or services in accordance with the terms of the Bid Solicitation and the State of New Jersey Standard Terms and Conditions. The Contractor shall not commence any work or provide any good, product, or service under this Contract until the Vendor Contractor complies with all requirements set forth in the Bid Solicitation and receives written notice to proceed.

Contract/Master Blanket Purchase Order Number

Award Date

Effective Date

State of New Jersey Authorized Signature

Print Name and Title