

STATE OF NEW JERSEY AGENCY PURCHASE ORDER				DOCUMENT			DATE	REQUISITION NUMBER	FY		
				TC	AGY	NUMBER					
P O #: 8897534				PO	022	80208897534	03/29/21	R		21	
CONTRACT NO				AGENCY REF		BUYER	TERMS		VENDOR ID NUMBER		
				COVID-19		NONE				00	
				(WAO) SPECIAL PROCUREMENT/ WAIVER AUTHORIZATION				TOTAL AMOUNT			
								\$ 16473000.00			

VENDOR NAME AND ADDRESS

NAN MCKAY ASSOCIATES
1855 GILLESPIE WAY
EL CAJON CA 92020-1095

SHIP F.O.B. DESTINATION TO:

DIV OF ADMINISTRATION (228070/S007)
FISCAL/PROCUREMENT OFFICE
101 S BROAD ST 8TH FL
PO BOX 800 ROOM 812
TRENTON NJ 08625-0800

Direct Purchase or Special Procurement →
Indicate Date Quotation Received

02/04/21

CONTACT

BILL TO:

DEPT OF COMMUNITY AFFAIRS (228070/B005)
DIV OF ADMINISTRATION
FISCAL/PROCUREMENT OFFICE
101 S BROAD ST 8TH FL
PO BOX 800 ROOM 812
TRENTON NJ 08625

WAIVER NUMBER: A0058

IMPORTANT: THIS PURCHASE ORDER CONTAINS PROMPT PAYMENT INFORMATION

VENDOR REFERENCE

BFY	FUND	AGCY	ORG CODE	SUBORG	APPR UNIT	ACTIVITY CD	OBJECT CD	SUB-OBJ	REV SRCE	SUB-REV	PROJECT/JOB NO
21	100	022	8020		218	2001	3520				
1											
2											
3											

RPT CT	AMOUNT
1	CVAD 16473000.00
2	
3	

INSTRUCTIONS TO VENDORS: ENCLOSE PACKING SLIP WITH SHIPMENTS. SUBMIT ALL BILLS ON ATTACHED STATE VOUCHER FORMS. IF PARTIAL BILLING SUBMIT BALANCE ON SEPARATE STATE VOUCHER FORMS. SHOW PURCHASE ORDER NUMBER ON ALL BILLS OF LADING, INVOICES AND CORRESPONDENCE TO THE STATE AGENCY INDICATED ABOVE. N.J.S.A. 54:32B-1 ET SEQ. EXEMPTS NJ STATE AGENCIES FROM SALES OR USE TAXES. DO NOT INCLUDE THEM IN YOUR PRICE.

ITEM NO.	COMMODITY CODE/DESCRIPTION OF ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
00001	DELIVERY: 001 DAYS ARO COMMODITY CODE: 918-32-000000 [CONSULTING SERVICES (NOT OTHERWISE...)] ITEM DESCRIPTION: CONSULTANT FEE FOR PHASE 2 OF THE COVID-19 EMERGENCY RENTAL ASSISTANCE PROGRAM (CVERAP-2) TERM 2/15/21-3/15/22.	1.000	EACH	8236500.00	\$ 8236500.00
00002	COMMODITY CODE: 918-32-000000 [CONSULTING SERVICES (NOT OTHERWISE...)] ITEM DESCRIPTION: CONSULTANT FEE FOR PHASE 2 OF THE COVID-19 EMERGENCY RENTAL ASSISTANCE PROGRAM (CVERAP-2) TERM 2/15/21-3/15/22.	1.000	EACH	8236500.00	\$ 8236500.00

AGENCY APPROVAL: This transaction is authorized by the Director, Division of Purchase and Property in accordance with the provision of Chap. 107 P.L. 1985 as amended. The issuing Agency's Approval Officer's signature guarantees compliance with all provisions governing the authorization granted by the Director. Signature affixed to this document serves as certification that: 1) items purchased under DPA authorization are not currently available under the provisions of a current State contract, nor from the State Distribution Center, nor from DEPTCOR (State Use Industries); 2) funds required and authorized for this purpose are available. Unauthorized use is subject to prosecution.

Walter Brown
Authorized Signature
Director of Fiscal Admin 3/29/21
Title Date

Request for Quotation
NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS
COVID-19 Emergency Assistance Program Phase 2 Consulting Services
RFQ Issued: January 28, 2021
Response Deadline: February 4, 2021

I. OBJECTIVE

The NJ Department of Community Affairs (the Department) is seeking quotations for professional consulting services (“Consultant”) to assist with the implementation and administration of a short-term arrears and rental assistance program for households impacted economically by the pandemic.

BACKGROUND

The economic consequences of the pandemic have resulted in significantly increased rates of unemployment among NJ residents, and have impacted the ability of residents to continue paying their rent. The Department will operate the Covid-19 Emergency Rental Assistance Program Phase 2 (“CVERAP-2” or “program”), to provide approximately \$344 million in federal Emergency Rental Assistance funds to pay arrears and/or future rent for households that can demonstrate an inability to pay rent due to the effects of the pandemic, including a loss of employment. The Department seeks assistance from the Consultant in developing and implementing this program. Should additional funds be allocated for this program, the Department will seek to expand the term and amount of this contract.

II. QUALIFICATIONS

The State seeks a professional consultant (“Consultant”) with expertise and demonstrated experience in implementing rental assistance and arrears programs, including:

- Experience in quickly developing plans and strategies to process applications for a large volume of applicants to result in the provision of assistance to 20,000 to 40,000 households
- Experience with initiating and implementing emergency and/or disaster recovery housing assistance programs
- Experience with all aspects of rental assistance program administration, including determining eligibility, working with landlords, calculating rental portions, and fiscal management and reporting
- Knowledge and experience with public housing authority databases (experience with Housing Pro/HAPPY recommended)
- Experience in working with large governmental systems to implement and/or advise on housing assistance programs

- Extensive knowledge of federal requirements, especially Emergency Rental Assistance program
- Demonstrated capacity to quickly begin acceptance and processing of applications to result in full expenditure of funds prior to December 31, 2021

The Bidder's qualifications in the areas above should be detailed in the narrative description of the Bidder's organization.

SECTION III. BIDDER'S SUBMISSION REQUIREMENTS

TRANSMITTAL LETTER

Bidder shall submit with its quotation a Transmittal Letter including Bidder's contact person for the RFQ response, including telephone number and email address. The Transmittal letter should include all assurances detailed in Section VII. Bidder Assurances.

DESCRIPTION of BIDDER'S ORGANIZATION

In an effort to establish the Bidder's ability to successfully provide the requisite services, for projects of similar scope, size and complexity, interested Bidders must provide a narrative that imparts general information about their organization. The narrative should address:

- the Bidder's business name and type (corporation, 501(c)(3), etc.), location, number of years in business, and details of any failure to complete a contract or any litigation within the past two years;
- the number of years the Bidder has provided rental assistance consulting services to other clients, as evidenced by submitting a copy of the Bidder's list of clients and years serviced;
- the Bidder's experience and knowledge in each of the areas listed under Section II. Qualifications of this RFQ;
- the Bidder's history of engagements of a similar size and scope for rental assistance programs with other clients
- the Bidder's staff qualifications, capacity, and experience in providing these services, by indicating the number of full-time employees (and, if applicable, part-time employees) qualified to do so;
- a staffing chart to show each position or title for those individuals who will, or who it is expected will, perform work against the resulting contract;
- if available, an organizational chart for the Bidder's entire organization, to evidence its depth of staff;

- the location and contact information (address, telephone, e-mail, etc.) of the Bidder's office that will be responsible for managing the resulting contract, as well as the locations of its corporate headquarters and any regional business offices; and
- the name, phone number, and e-mail address of the individual who will be responsible for managing the performance against the resulting contract.

As part of the quotation submission, the Bidder should provide a plan for making qualified replacement(s) available to provide the requisite services during the contract term and any extensions thereto, to ensure uninterrupted performance of the requisite services in the event of vacation, illness, or personal emergency of the Consultant's staff assigned to perform the work against the resulting contract. This submittal can be as simple as identifying alternate staff for key positions identified in the Bidder's staffing chart.

ADDITIONAL SUBMISSION REQUIREMENTS

- Detailed plan demonstrating the Bidder's capacity to quickly begin acceptance and processing of applications to result in full expenditure of funds prior to December 31, 2021
- A preliminary work plan that includes a timeline, significant milestones, and anticipated deliverables.
- Staffing plan demonstrating the qualifications and experience of the Bidder's management, supervisory, and other key personnel assigned to perform work against the resulting contract.
- Price Quotation. See Section V. Evaluation Criteria and Selection Process.

RESUMES of KEY TEAM MEMBERS

The Bidder should provide a resume for each key individual who will perform work against the resulting contract (including executive, middle management, and support personnel) to clearly demonstrate their respective appropriate qualifications, capabilities, and background.

The resumes should indicate the individual's name, title, number of years employed with the bidding organization, and any certifications or licenses held that are germane to performing the requisite tasks. At a minimum, the resume should include:

- demonstrable experience specific to providing the types of services required herein;
- employment history;
- education;
- degrees, professional certifications, and/or licenses; and
- any additional information that would allow the Department to assess the individual's abilities to perform against the contract, including particular skills relevant to conducting the assessment

sought by the Department.

JOINT VENTURES and SUBCONTRACTORS

Two or more consultants may submit a joint quotation. A lead Consultant must be identified. The lead Consultant will be held accountable for contract performance and must maintain all research, notes, draft documents, and financial records for at least five years. Authorized signatories from each party comprising the joint venture must sign the bid quotation cover letter. All quotation submissions (compliance documents, evidence of experience, references, resumes, etc.) must be submitted for every party to the joint venture. The quotation must include a description of the organizational structure of the joint venture with a specific, detailed description of how the Consultants will work together and the key responsibilities of each partner.

Quotations may include a role for subcontractors. The Bidder must provide a detailed description of services to be provided by each subcontractor and/or subconsultant, and descriptions of prior projects in working with the subcontractor and/or subconsultant on similar projects. This information must be included with the quotation to evidence the subcontractor's capabilities and experience.

Detailed resumes should be provided for each member of the subcontractor's management, supervisory, and other key personnel who will perform work against the resulting contract. Such resumes must clearly demonstrate knowledge, ability, and experience relevant to that part of the work that the subcontractor is designated to perform. Subcontractors and subconsultants must also possess a valid New Jersey Business Registration Certificate prior to commencing work under the Contract.

Bidders intending to use subcontractors and/or sub-consulting firms should note that the lead partner retains the sole and absolute responsibility for the management and supervision of all subcontractors and subconsultants to a high quality of service. Additionally, the lead partner assumes sole and absolute responsibility for all payments and monies due to its subcontractors and subconsultants.

CONFLICTS of INTEREST

The Bidder must disclose any potential conflicts of interest with regard to the Bidder's performance of the requisite services and the Bidder's relationship with any Department staff member including, but not limited to:

- any firms for which the Bidder, its joint venture partner(s) or subcontractor(s) have provided, or may provide, other related services, including the preparation of applications to the Department;
- representation of a previous or known future applicant to the Department's programs;

IV. SCHEDULE AND SCOPE OF SERVICES

The contract's term will be February 15, 2021 – December 31, 2021. This contract may be extended up to 90 days, in the event the State receives reallocated funds and is granted an extension by the US Treasury. The Consultant shall execute the following tasks:

- Within 5 business days of contract execution, develop plans and materials for launch of new program
- Within 15 business days of contract execution, demonstrate capacity to begin accepting and processing applications
- Communicate in hard copy, digitally and via phone with applicants regarding pre-application process, application process, guidelines of the program, and status of applications and payments
- Assist tenants and landlords in navigating application process
- Communicate with landlords and tenants regarding incomplete applications and collect missing data
- Ensure entry of all needed applicant information into DCA housing database and abide by all applicable policies issued by the New Jersey Office of Information Technology
- Review and determine eligibility of applications
- Communicate with all applicants and landlords regarding determination of eligibility
- Work with DCA staff and vendors to facilitate weekly subsidy payments
- Review payments for accuracy and report weekly to DCA
- Work with DCA staff and vendors to ensure quality administration of program

V. EVALUATION CRITERIA AND SELECTION PROCESS

It is the Department's intent to conduct a comprehensive, fair, and impartial evaluation of submissions received in response to this RFQ. Only submissions found to be responsive to this RFQ will be evaluated and scored. A responsive submission must comply with all instructions in this RFQ including, but not limited to, the criteria listed below.

All bid submissions must include completed mandatory compliance forms. See Section X. Quotation Submittal.

The following evaluation criteria will be used to evaluate submissions received in response to this RFQ:

- demonstrated understanding of the scope of work. Awareness of implementation challenges and issues.
- demonstrated ability to quickly ramp up and begin administration of the program.
- the quality of the preliminary work plan describing a technical approach for completing the scope of work and a detailed description of all tasks and activities to be undertaken by the Bidder, indicating which tasks, if any, will be delegated to a subcontractor.

- A staffing plan that demonstrates the Bidder’s qualifications and experience of the Bidder’s management, supervisory, and other key personnel assigned to successfully complete the work.
- the extent and quality of the Bidder’s documented experience in successfully providing similar services of comparable size and scope, as evidenced by the narratives submitted.
- the Bidder’s price quotation including:
 - a detailed budget with estimated travel costs listed separately.
 - a detailed fixed fee proposal by task and estimated number of billable hours, based on a Preliminary Work Plan.
 - a proposal for billing schedule based on a performance-based contract (per service provided, etc.).

Bidders shall hold their quotation prices firm for a period of ninety days to accommodate the Department’s evaluation and award processes.

VI. RESERVATION OF RIGHTS

Upon determination that its best interests would be served, the Department shall have the right to do the following:

1. **Cancellation** - Cancel this procurement at any time before the contract award.
2. **Amendment of procurement** - Amend this procurement at any time before responses are due.
3. **Refusal to accept** - Refuse to accept or return accepted quotations that do not comply with procurement requirements.
4. **Rejection of incomplete quotations** - Reject any quotation in which any part of the quotation is incomplete or in which there are significant inconsistencies or inaccuracies (the State reserves the right to reject all quotations).
5. **Prior contract default** - Reject the quotation of any Bidder in default of any prior contract or for the misrepresentation of material presented.
6. **Reject quotations after stated due date and time** - Reject or refuse to evaluate any quotation that is received after the stated due date and time.
7. **Written clarification** - Require Bidders, at their own expense, to submit written clarification of quotations in a manner or format that the Department may require to resolve minor ambiguities irregularities or clerical errors.

8. **Oral clarification** - Require Bidders, at their own expense, to make oral presentations at a time and in a place selected by the Department, if requested.
9. **Allowance of quotation changes** - Except as may be authorized by the Department, allow no additions or changes to the original quotation after the stated due date and time.
10. **Property of the State** - Own all materials submitted in response to this procurement upon receipt by the Department.
11. **Separate service negotiation** - Negotiate separately any services in any manner needed to serve the best interest of the State.
12. **All or any portion** - Contract for all or any portion of the Scope of Services or tasks contained in this RFQ.
13. **Quotation most advantageous** - Consider cost and all factors in determining the most advantageous quotation for the Department when awarding a Bidder the right to negotiate a contract with the Department (while cost is a factor in determining the Bidder to be awarded the right to negotiate a contract, price alone shall not determine the successful Bidders).
14. **Technical defects** - Waive minor technical defects, irregularities, and omissions if in its judgment the best interest of the Department will be served.
15. **Privileged and confidential information** - Share the contents of any quotation with any of its designees for purpose of evaluating quotations to make an award (the contents of all meetings including the first, second, and any subsequent meetings and all communications in the course of negotiating and arriving at the resultant contract periods shall be privileged and confidential).
16. **Best and Final Offers** - Seek Best and Final Offers (BFO) on price from Bidders upon review of the scored criteria.
17. **Unacceptable quotations** - Reopen the bidding process if advantageous to the Department.

VII. BIDDER ASSURANCES

The successful Bidder shall have sole and absolute responsibility for the complete effort specified in and required of the contract. Payment shall be made only to the successful Bidder.

The Successful Bidder shall be responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services, or commodities required under the contract. The successful Bidder shall comply with all program requirements under section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) and applicable laws and regulations. Without additional compensation, the successful Bidder shall correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the successful Bidder of responsibility for the technical adequacy of its work. The review, approval, and acceptance of or payment for any of the services shall not be construed as a waiver of any rights that the Department may have arising out of the successful Bidder's performance of this contract.

The Bidder agrees to the following:

1. **Independent price determination** - By submission of a quotation and through assurances given in its Transmittal Letter, the Bidder certifies that in connection with this procurement the following requirements have been met:
 - **Costs** - The costs proposed have been arrived at independently, without consultation, communication, or agreement for restricting competition, as to any matter relating to such process with any other organization or with any competitor.
 - **Disclosure** - Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the Bidder on a prior basis directly or indirectly to any other organization or to any competitor.
 - **Competition** - No attempt has been made or will be made by the Bidder to induce any person or firm to submit or not submit a quotation for restricting competition.
 - **Prior knowledge** - The Bidder has no prior knowledge of the RFQ contents before actual receipt of this RFQ and had no part in RFQ development.
 - **Offer of gratuities** - The Bidder certifies that no elected or appointed official or employee of the State of New Jersey has or will benefit financially or materially from this procurement. Any resultant contracts may be terminated by the State if it is determined that gratuities of any kind were either offered to or received by: any of the aforementioned officials, the Consultant Firm, its agent(s), or its employees.
2. **Valid and binding offer** - The quotation represents a valid and binding offer to provide services in accordance with the terms and provisions described in this RFQ and any amendments or attachments hereto.
3. **Press releases and advertising** - The Bidder agrees to obtain prior written consent and approval of the Department for press releases that relate in any manner to this RFQ or any resultant contracts. The Bidder agrees to obtain prior written consent and approval of the Department to use any names, logos, images, data, or results arising from this contract as a part of any commercial advertising.
4. **Restrictions on communications with Department staff** - The Bidder agrees that from the RFQ posting/release date until the Department makes an award that it shall not communicate with Department staff on matters relating to this RFQ except as provided herein. Any other communication concerning this RFQ with Department staff may, at the decision of the Department, result in disqualification of that Bidder's quotation.

VIII. AWARD

It is the intent of the Department to award a contract to expire on or about **December 31, 2021**,

for these Consulting Services. Prices, terms and conditions shall remain firm throughout the initial term of the contract and any extensions thereto. This is an estimated one year engagement. Should the Department be allocated additional funds for this program, at its option the Department may seek to expand the term and amount of this contract.

The Department will notify all Bidders of any award issued by it as a result of this RFQ. A final decision on the winning Bidder will be made no later than two weeks following the quotation submittal deadline. The contract award will be made to the Bidder whose bid quotation conforms to this RFQ, is most advantageous to the Department with price and other factors considered, and best aligns with the work of the Department. The Bidder must be capable and available to begin performing the work required by this RFQ within one week of the execution of the contract.

IX. INSURANCE

The selected Bidder shall maintain professional liability insurance in amounts/limits that the Department dictates are reasonable and adequate to protect the Department from acts, omissions, and negligence on the part of the firm and/or of its partners, attorneys, or employees.

The Bidder shall furnish the Department with original certificates of insurance naming the Department as an additional insured and evidencing such coverage dictated by the Department on the effective date of the contract resulting from this RFQ.

If the Bidder fails to provide complete and adequate evidence of insurance coverage, the Department reserves the right to rescind its offer and award the contract to an alternate Bidder.

X. QUOTATION SUBMITTAL

The State of New Jersey and the Department of Community Affairs assume no liability for payment of expenses incurred by Bidders in preparing and submitting quotations in response to this procurement.

Questions regarding this RFQ, including questions regarding exceptions to the State of New Jersey Standard Terms and Conditions, must be submitted to elena.gaines@dca.nj.gov by 5:00 PM on January 29, 2021. Responses to questions will be posted on DCA's website by 5:00 PM on February 1, 2021.

Quotations with all supporting material must arrive by **12:00 PM on February 4, 2021**.

Submissions must be sent to:

Elena Gaines

Elena.gaines@dca.nj.gov

If you anticipate submitting your quotation electronically, we cannot accept attachments of more than 10 MB in size.

All bid submissions must include completed mandatory compliance forms, which include:

- Ownership Disclosure
- Disclosure of Investigations and Other Actions Involving Vendor
- Disclosure of Investment Activities in Iran
- MacBride Principles
- Source Disclosure
- Business Registration Certificate
- Affirmative Action Compliance
- Evidence of Insurance
- State of New Jersey Standard Terms and Conditions
- Waivered Contracts Supplement to the State of New Jersey Standard Terms and Conditions

These documents can be found at the following links:

- <https://www.state.nj.us/treasury/purchase/forms.shtml>
- [Waiver and DPA Contract Checklist.pdf](#)

It is the bidding firm's sole responsibility to ensure that all required documentation and submissions indicated by this RFQ are included with the bid quotation. A quotation cannot be reviewed and evaluated unless and until all required information is received. Failure to provide all items as indicated in this document, in the level of detail specified, may prevent the Department from effectively and accurately evaluating the quotation and may result in rejection of the quotation.

Bidders should be aware that responses to this RFQ will be available, upon request, for public inspection. The Department, as an instrumentality of the State of New Jersey, is subject to the New Jersey Open Public Records Act (N.J.S.A. 47:1A-1) and New Jersey Right-to-Know statutory law and relevant case law.

**Notice of Executive Order 166 Requirement for Posting of Winning Proposal
and Contract Documents**

Pursuant to Executive Order No. 166, signed by Governor Murphy on July 17, 2020, the Office of the State Comptroller (“OSC”) is required to make all approved State contracts for the allocation and expenditure of COVID-19 Recovery Funds available to the public by posting such contracts on an appropriate State website. Such contracts will be posted on the New Jersey transparency website developed by the Governor’s Disaster Recovery Office (GDRO Transparency Website).

The contract resulting from this RFQ is subject to the requirements of Executive Order No. 166. Accordingly, the OSC will post a copy of the contract, including the RFQ, the winning bidder’s proposal and other related contract documents for the above contract on the GDRO Transparency website.

In submitting its proposal, a bidder/proposer may designate specific information as not subject to disclosure. However, such bidder must have a good faith legal or factual basis to assert that such designated portions of its proposal: (i) are proprietary and confidential financial or commercial information or trade secrets; or (ii) must not be disclosed to protect the personal privacy of an identified individual. The location in the proposal of any such designation should be clearly stated in a cover letter, and a redacted copy of the proposal should be provided. A Bidder’s/Proposer’s failure to designate such information as confidential in submitting a bid/proposal shall result in waiver of such claim.

The State reserves the right to make the determination regarding what is proprietary or confidential and will advise the winning bidder/proposer accordingly. The State will not honor any attempt by a winning bidder/proposer to designate its entire proposal as proprietary or confidential and will not honor a claim of copyright protection for an entire proposal. In the event of any challenge to the winning bidder’s/proposer’s assertion of confidentiality with which the State does not concur, the bidder /proposer shall be solely responsible for defending its designation.

Federal guidelines can be found at:

[Emergency Rental Assistance Program | U.S. Department of the Treasury](#)

COVID-19 EMERGENCY RENTAL ASSISTANCE PROGRAM PHASE 2 FAQ's

1. Would the contract awarded be considered an "Information Technology Waivered Contract"? If not, will the Department be willing to include a limitation of liability clause, such as the language such in 4.1 (Indemnification) in Section D of the Supplement for the Standard T&C? **The contract would not be awarded an Information Technology Waiver contract. The Department, under the State guidelines, could consider a limitation of liability clause subject to all necessary State approvals.**
2. Will Quality Assurance be performed by DCA? **Quality control would be performed by Consultant awarded bid.**
3. Does the system of record have ability to perform QA reviews within the system? **The system of record has the ability to perform limited QA reviews within the system.**
4. Will the current Standard Operating Procedures be provided to the contractor for use in Phase 2 or will they need to be drafted? **Department would work with contractor in establishing Standard Operating Procedures.**
5. Will training materials be provided and/or will DCA facilitate train the trainer sessions? **Depending on the software/system that will be used, Department can only provide training on the system currently in place.**
6. Are all applications reviewed PRIOR to being selected for the lottery? Or after being selected for the lottery? **Applications or pre-applications are not reviewed prior to being selected for the lottery. They are reviewed after selection from the lottery.**
7. What % of the total volume is selected for the lottery and awarded assistance? **This will depend on the per unit cost and funds available.**
8. What are the expected call volumes per day, week, and/or month? **The call volume is expected to be high.**
9. What are the Hours of Operation for the Call Center? **Hours of operation for the call center is recommended to be 8:00 a.m. to 8:00 p.m. depending on the volume of calls.**
10. Is the vendor required to support Spanish speaking applicants? **Yes**
11. Can you provide a copy of the application? **Once bid is awarded and application finalized, the Department can work with contractor to create.**
12. What is the current average review time per application from receipt to decision? **The average review time would depend on completeness of application submitted.**
13. Can you provide a copy of the current Standard Operating Procedures for application review? **No, it is expected the bidder will create a new Standard Operating Procedure for application review for this new program.**
14. In Section IV of the RFQ, Schedule and Scope of Services, the third bullet states: Communicate in hard copy, digitally and via phone with applicants regarding pre-application process, application process, guidelines of the program, and status of applications and payments. Can you expand on the hard copy documents process? Are applications accepted in hard copy or are only marketing materials and grant awards being provided to applicants in hard copy? What other communications are managed in hard copy? **All communications must be available for use of hard copies (paper format) as an option, to be utilized by those members of the public that choose to us this option.**
15. What is the anticipated number of reviewers and agents needed to complete the 20,000 – 40,000 applications and support the effort by the end of the year? **This would be determined by contractor to fulfill scope of work.**
16. Is <https://njdca.onlinepha.com/en-US/> the portal that will be used to conduct intake for Phase 2? **No, contractor would create their own portal.**
17. Is the backend/review system for this project already built? Or will the contractor build the system? **The backend/review system would be built by contractor and approved by Department.**
18. What integration of data is required of the contractor? **The integration of data would need to align with Department's current system sent to the State Treasury to allow processing of payments to owners/tenants.**

19. It is understood that the awarded Contractor shall negotiate the final agreement with the Department. Please advise if the Department prefers that any applicable exceptions or redlines be submitted with the proposal? **There are no exceptions or redlines permitted with the proposal.**
20. Would the Department consider that the COI be provided on the day of or a few days after the contract has been fully executed by both parties? **The COI should be included with bid submitted by deadline.**
21. Is the Department agreeable to remove hyperlinks in the final agreement as material changes could occur in the online version of the document, and we may not be aware of these important updates if they are not sent directly to us for review? **It would depend on what material changes are made, whether the Department would be agreeable to remove the hyperlinks.**
22. Is it correct to assume that the technology platform already is in place or is being procured separately? **The Department is seeking guidance if current platform is adequate or if new/different platform will be needed to fulfill scope of work.**
23. Can DCA provide information regarding the capabilities of their selected technology? **The DCA's current technology has the ability to open waiting lists, perform lottery selections, maintain electronic files, some reporting capabilities, uploading & exporting data for processing payments.**
24. Is New Jersey's system compliant with the Treasury ERAP guidance? **Yes, based upon current guidance.**
25. Will the case managers of the selected contractor be working directly on the DCA-selected platform? **This is open to the contractor's recommendations.**
26. Does the selected platform have the capability to address the workflow from pre-screening to intake, to identity and income validation, to grant disbursement? If not, what elements does it automate? **The current platform does not have the capability to address these processes electronically; staff then reviews manually for eligibility and then entered data into system, which determines funds disbursed.**
27. Given the size and complexity of the scope of work, can DCA grant a one-week extension for the response deadline to February 11th? **No.**
28. A bidder has attached their exceptions to the State Standard Terms and Conditions. Will the State consider leveraging the State's Waivered Terms and Conditions for this contract? **Yes, the Department would consider leveraging the State's Waivered Terms and Conditions, subject to all necessary State approvals.**
29. A bidder has asked whether the state is taking bids from a selected list for this RFQ or is the State only taking bids from a pre-selected list of vendors? **All bids received will be considered.**
30. Per the solicitation, "within 15 business days of contract execution, demonstrate capacity to begin accepting and processing applications." Is the agency looking for a vendor to provide a portal, we have a proprietary portal/software which complies with new federal regulations, or does the agency have a preferred portal to use? **The Department is open to use existing software or use the vendors software to fulfil the needs of the SOW.**
31. Also, "work with DCA staff and vendors to facilitate weekly subsidy payments" Is the agency going to process the payments? If so, please clarify the desired format of the information necessary in order to process payment. Will the agency validate landlord tax id numbers with the IRS or is this expected of the selected vendor? Are the payments made by ACH only or will checks also be mailed? **The Department currently uses a text file to export to State Treasury to disburse funds. We do not validate the landlord's tax id numbers with IRS initially. We expect the selected vendor to validate. Payments are made by ACH and paper checks depending on owner's choice.**
32. Did DCA utilize a vendor to manage the previous COVID funds? If so, what vendor was selected? **Yes, Nan McKay was the vendor selected to manage previous COVID funds.**
33. Can you clarify the communication in "hard copy" stated in the scope of work? **Hard copy means paper documents as not all applicants have access to electronic technology.**

REQUEST FOR QUOTATION

**NEW JERSEY DEPARTMENT
OF COMMUNITY AFFAIRS:**

COVID-19 EMERGENCY ASSISTANCE PROGRAM
PHASE 2 CONSULTING SERVICES

PROPOSAL DUE DATE: FEBRUARY 4, 2021

A partnership that supports your goals
and ensures a vibrant community.



NAN MCKAY & ASSOCIATES, INC.
1810 GILLESPIE WAY, SUITE 202
EL CAJON, CA 92020
www.nanmckay.com
800.783.3100

nm
Nan McKay
AND ASSOCIATES, INC.

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1. TRANSMITTAL LETTER

February 4, 2021

Attn: Elena Gaines
New Jersey Department of Community Affairs
P.O. Box 800
Trenton, NJ 08625-0800

Dear Ms. Gaines:

Nan McKay & Associates, Inc. (NMA) and our partners Guidehouse, LLP (formerly PricewaterhouseCoopers LLP), referred to as “Team,” are pleased to submit our quotation to provide the New Jersey Department of Community Affairs (DCA) with COVID-19 Emergency Assistance Program Phase 2 Consulting Services.

NMA has been working directly with the New Jersey Department of Community Affairs (DCA) since November 2020 to implement and administer its short-term rental assistance program (CVERAP) for households impacted economically by the pandemic. Successfully executed tasks under Phase 1 include:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

NMA is ready & eager to work with DCA to get first payments under this new program out the door by **March 1, 2021.**

Our team is ready to begin day 1 of contract execution, with fully staffed teams for consulting, operations, and the call center, along with a tested ERAP technology solution to immediately provide DCA with support for Phase 2 of its COVID-19 Emergency Rental Assistance Program (CVERAP-2).

NMA is a nationally recognized WMBE and Section 3 business concern and has been a leader in the affordable housing industry since 1980. Our deep understanding of federal programs is backed by more than four (4) decades of practice working directly with cities, states, and localities; the U.S. Department of Housing and Urban Development (HUD); and public agencies nationwide.

Annually, we administer over 100,000 housing contracts, manage \$1B in federal housing assistance funds, conduct 500+ housing-related trainings annually, and perform more than 270,000 inspections throughout the country. For this engagement, NMA has partnered with Guidehouse LLP, an award-winning global professional services company focused on the public sector, federal, state and local governments.

Our team has worked together on housing choice voucher (HCV) rental assistance, COVID-19 and CARES Act grants administration, and disaster recovery programs and projects for more than a decade in various configurations. We have administered and operationalized four (4) COVID Emergency Rental Assistance Programs (ERAP) in states, counties, and cities; are currently delivering housing solutions as a response to COVID-19 in fifteen (15) municipalities; and have administered \$10B in COVID relief funding. Our team brings a tested technology platform that has been successfully utilized on ERAP programs nationwide. Our technology solution will streamline and secure the implementation of DCA's rental assistance program.

Our team has administered
**more than \$10B in
COVID relief funding.**

Our team of more than 10,000 experts are in position to assist you in understanding the ever-changing regulatory environment surrounding the CARES Act, Comprehensive Appropriations Act, and COVID relief funding, while bringing real-time best practices in the implementation of COVID-19 related programming. In addition to extensive personal qualifications and experience with federal grants, the team working for you will have access to detailed analysis, best practices, and lessons learned from our COVID-19 response and recovery teams around the country.

We are the right partner for DCA because:

We Bring Key Strengths

- An unwavering focus on high quality customer service
- Unmatched experience and deep regulatory knowledge
- A customizable and proven technology platform already in place
- An emphasis on positive results and measurable outcomes
- A clear approach centered on timeliness, customer service, and compliance
- A proven team with experience managing housing and CARES Act funds nationwide

We Have a Proven Track Record in Housing

- 500+ housing-related trainings delivered annually
- 100,000+ HCV contracts administered
- \$1B+ in HUD funding managed annually
- 1,000,000 housing-related customer calls processed annually
- Teaming partners include WBE and Section 3 business concerns

Our Technology Will Streamline and Secure Your Processes

We've built secure, robust, customizable web-based tools that allow housing authorities to:

- Create a dynamic, customer-friendly portal configured to client needs
- Automate forms and review items to eliminate paperwork and manual tasks
- Develop sophisticated reporting
- Validate and consolidate data onto a secure platform
- Communicate with applicants, landlords, and tenants from one place

NMA agrees that we will have sole and absolute responsibility for the complete effort specified in and required of the contract, and that we will be responsible for the professional quality, technical accuracy, and timely completion and submission of all deliverables, services, or commodities required under the contract. NMA will comply with all program requirements under section 501 of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) and applicable laws and regulations. Without additional compensation, we will correct or revise any errors, omissions, or other deficiencies in our deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the NMA of responsibility for the technical adequacy of our work. The review, approval, and acceptance of or payment for any of the services shall not be construed as a waiver of any rights that the Department may have arising out of NMA's performance of this contract.

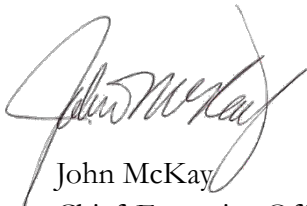
NMA agrees to the following:

1. **Independent price determination** - By submission of a quotation and through assurances given in its Transmittal Letter, the Bidder certifies that in connection with this procurement the following requirements have been met:
 - **Costs** - The costs proposed have been arrived at independently, without consultation, communication, or agreement for restricting competition, as to any matter relating to such process with any other organization or with any competitor.
 - **Disclosure** - Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the Bidder on a prior basis directly or indirectly to any other organization or to any competitor.
 - **Competition** - No attempt has been made or will be made by the Bidder to induce any person or firm to submit or not submit a quotation for restricting competition.

- **Prior knowledge** - The Bidder has no prior knowledge of the RFQ contents before actual receipt of this RFQ and had no part in RFQ development.
 - **Offer of gratuities** - The Bidder certifies that no elected or appointed official or employee of the State of New Jersey has or will benefit financially or materially from this procurement. Any resultant contracts may be terminated by the State if it is determined that gratuities of any kind were either offered to or received by: any of the aforementioned officials, the Consultant Firm, its agent(s), or its employees.
2. **Valid and binding offer** - The quotation represents a valid and binding offer to provide services in accordance with the terms and provisions described in this RFQ and any amendments or attachments hereto.
 3. **Press releases and advertising** - The Bidder agrees to obtain prior written consent and approval of the Department for press releases that relate in any manner to this RFQ or any resultant contracts. The Bidder agrees to obtain prior written consent and approval of the Department to use any names, logos, images, data, or results arising from this contract as a part of any commercial advertising.
 4. **Restrictions on communications with Department staff** - The Bidder agrees that from the RFQ posting/release date until the Department makes an award that it shall not communicate with Department staff on matters relating to this RFQ except as provided herein. Any other communication concerning this RFQ with Department staff may, at the decision of the Department, result in disqualification of that Bidder's quotation.

Should you have any questions, or if you need clarification or further information, please contact me at [REDACTED]

Sincerely,



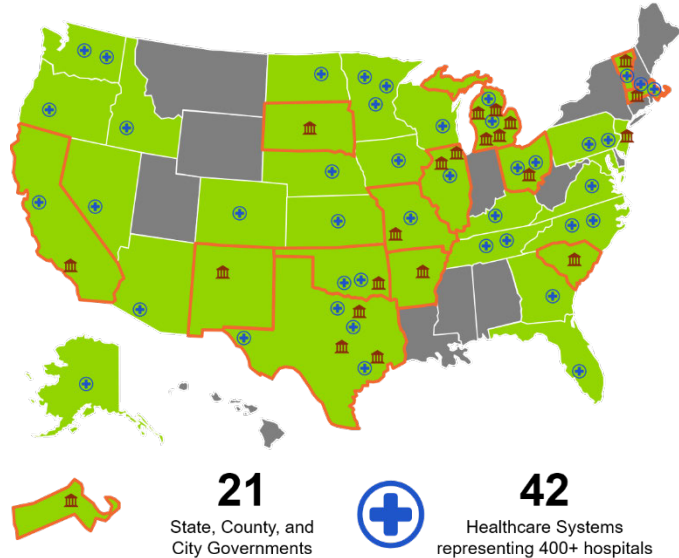
John McKay
Chief Executive Officer
Nan McKay and Associates, Inc.

2. DESCRIPTION OF ORGANIZATION

2.1 Business Name & Type

Nan McKay & Associates, Inc. (NMA) was established in 1980 and is a privately held corporation. For more than forty (40) years, NMA has been a leader in providing a broad range of professional services, including consulting, program management, strategic operations, inspections, training, and performance improvement solutions. NMA has no history of failure to complete a contract, nor any litigation.

Guidehouse, LLP is a national leader in advisory services consulting to the public sector, with a strong history of supporting U.S. government agencies. Guidehouse was formed as the public sector branch of PricewaterhouseCoopers (PwC). Headquartered in Washington, D.C., Guidehouse has more than 8,000 professionals in over fifty (50) locations worldwide.



2.2 Client List & Similar Engagements

Our team has helped clients across the country, including twenty (21) states, counties, and city governments, and forty (42) healthcare systems (representing 400+ hospitals). Provided in the sections below are our most relevant qualifications and references.

2.2.1 ERAP & HCV Program Management Qualifications

NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS

[Redacted text block containing client information for the New Jersey Department of Community Affairs]

[REDACTED]

MIAMI-DADE COUNTY PUBLIC HOUSING & COMMUNITY DEVELOPMENT

[REDACTED]

MASSACHUSETTS DEPARTMENT OF HOUSING & COMMUNITY DEVELOPMENT

[REDACTED]

CHICAGO HOUSING AUTHORITY

[REDACTED]

2.2.2 COVID-19 CARES Act & Coronavirus Relief Funding Qualifications

STATE OF SOUTH CAROLINA

[REDACTED]

STATE OF SOUTH DAKOTA GOVERNOR'S OFFICE OF ECONOMIC DEVELOPMENT

[REDACTED]

2.2.3 Disaster Recovery Qualifications

HARRIS COUNTY OFFICE OF MANAGEMENT AND BUDGET

[REDACTED]

NEW YORK STATE GOVERNOR'S OFFICE OF STORM RECOVERY, PROGRAM AND COMPLIANCE MANAGEMENT

[REDACTED]

CITY OF JOPLIN, MISSOURI

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

3. EXPERIENCE & KNOWLEDGE

3.1 Plans & Strategies to Process Applications for a Large Volume of Applicants

The NMA team currently processes more than 250,000 initial, interim, and continued assistance applications for more than 100,000 households across the country through our administration of similar rental and housing choice voucher (HCV) program engagements. These programs are all administered in compliance with both federal regulations and a wide range of state and local policy as applicable. For each of these projects, NMA was required to develop plans and strategies for transitioning administration of the program to NMA while ensuring continuity of service for program participants and community stakeholders.

Additionally, NMA is actively working with NJDCA on their CVERAP project, including processing rental assistance applications for more than 47,000 households in less than ninety (90) days, as well as providing similar assistance to the State of Massachusetts for their ERAP program, currently processing emergency rental assistance to 10,000 households. NMA has a proven ability to quickly plan and execute strategies for providing assistance to a large volume of applicants, having ramped multiple programs within less than thirty (30) days to full operating capacity, including the NJDCA CVERAP project.

In addition to NMA's extensive HCV and ERAP work, our team has assisted with the distribution of \$10 billion in CARES Act funding throughout the country, including the State of South Dakota and the State of South Carolina. Our team also supported the programming and distribution of billions of dollars in Community Development Block Grant–Disaster Recovery (CDBG-DR) funding nationwide. Most recently, our team provided Harris County, Texas with CDBG-DR action plan support, helping the county to receive \$1.25 billion in CDBG-DR funding specifically for housing recovery programming from Hurricane Harvey. Our team also drafted seven (7) housing recovery programs.

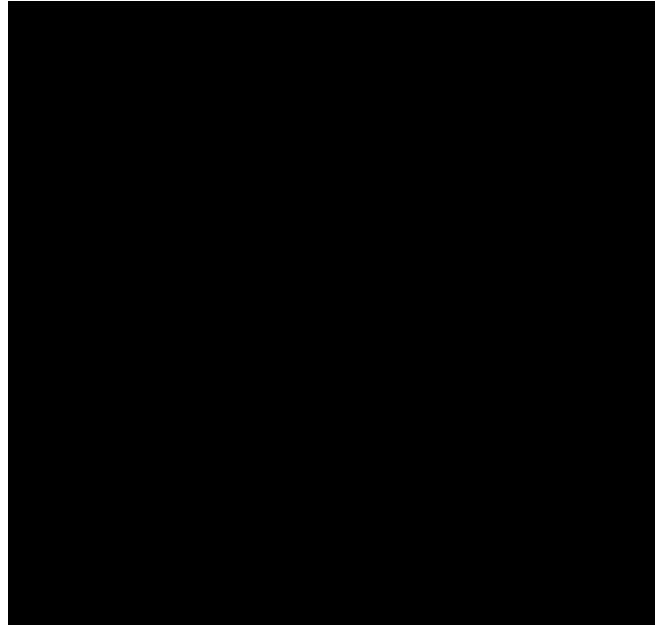
Presented on the following page is an overview of our team's recent engagements, demonstrating our experience in performing work similar to that required by the NJDCA.

Client	Project Overview
SOUTH DAKOTA COVID-19 DISASTER RESPONSE SERVICES	[REDACTED]
STATE OF MASSACHUSETTS	[REDACTED]
SOUTH CAROLINA COVID-19 DISASTER RESPONSE SERVICES	[REDACTED]
MIAMI-DADE COUNTY PUBLIC HOUSING & COMMUNITY DEVELOPMENT HOUSING CHOICE VOUCHER PROGRAM	[REDACTED]
HARRIS COUNTY COVID-19 GRANT MANAGEMENT SERVICES	[REDACTED]
STATE OF NEW JERSEY	[REDACTED]

Our team leverages the strategic deployment of supportive resources surrounding our ERAP programming to ensure an agile program that can pivot and surge as necessary to serve the State of New Jersey and all applicants. We believe that strong Program Management Office (PMO) structure, process and policy management, reporting, financial management, and ongoing monitoring and compliance are the cornerstones of any successful programmatic operation. While our team performs ongoing quality control (QC) and quality assurance (QA) activities throughout every step of the operations process, we also leverage teams independent of the operations staff to structure audit, financial management, and monitoring activities to ensure compliance with all federal and state requirements.

3.1.1 Program Management Office

The mission of our Program Management Office is to ensure that the Emergency Rental Assistance Program is administered efficiently, in a compliant manner, and provides the maximum benefit to the citizens of New Jersey who are most in need. Additionally, our aim is to track and report on key performance indicators to the DCA team and report on critical information to the general public. In order to effectively administer this program, we will assign dedicated and experienced professionals to understand DCA needs, recommend best practices, and lead the discrete workstreams that sit within the Program Management Office.



Our team will include project managers, fresh from some of the largest government programs focused on COVID-19 recovery around the country. We believe that a key reason that project management is often disconnected and ineffective is because the tools, methodologies and, often, managers themselves create an undue burden on stakeholders. For that reason, we bring a light touch, using tools with which people are familiar and shorter, more “real-time” meetings, decreasing the hurdle for people to participate.

Given the size and speed of this project, managing all perspectives while not losing focus of the program is a key component. It is critical to quickly identify the key state stakeholders who will be involved in this process. The following represents the core project management activities throughout the duration of a project: project management plan, status reporting, resource management, metrics monitoring, risk and issue tracking, communication plan development, and project budget monitoring. We describe the workstreams within the Project Management Office below.

3.1.2 Process and Policy Management & Coordination with Operations and Case Management

This workstream will be focused on reviewing your processes and document policies, and will act as the main point of coordination with our Operations and Case Management teams. As appropriate, we will recommend enhancements to your processes, policies, and procedures and will implement those improvements where DCA desires. We understand how quickly we will need to ramp up our

teams and how quickly things will likely change; new policy updates from U.S. Department of Treasury or a mandate from the Governor's Office will need to be immediately addressed. We will have a system set up to quickly adjust our policies and processes, and train up our staff on any changes to minimize disruption and continue to serve New Jersey.

3.1.3 Communications

Communication is a major component of every project that we manage. However, managing a project that directly affects residents of New Jersey in the middle of a pandemic makes this even more critical. Our team will be directly and indirectly speaking to tens of thousands of residents, and it is critical that we are delivering clear information via phone, email, and other outreach. We need to manage both internal and external communications with consistent messaging delivered through various channels. The communications process requires varied approaches and channels that include print, video, and electronic communications. We will establish a communications plan that will identify target audiences and recommended messengers; establish the schedule and frequency of the communications; outline the processes necessary to ensure timely and appropriate generation, collection, distribution, storage, retrieval, and ultimate disposition of project communications data; and manage the ongoing implementation of communications.

Messaging for a program of this magnitude will require careful consideration of the different audiences, and messages will need to be tailored accordingly. For example, call center representatives need to be armed with detailed programmatic information to respond to various scenarios presented by applicants. Eligibility reviewers communicating with applicants will need different information specific to program requirements and program eligibility. Further, our PMO will consider up front programmatic requirements such as informational/marketing brochures, award calculation examples, regular updates, etc.

3.1.4 Reporting

3.1.4.1 External Reporting

Throughout 2020, we have worked alongside our clients in creating reports for state government stakeholders as well as the quarterly reports required by U.S. Treasury for the Coronavirus Relief Funds (CRF). Our team has reviewed the new requirements for ERA from U.S. Treasury, and while it appears to be more involved than CRF reporting, we believe the processes we have in place can be adjusted to meet the new reporting requirements. Additionally, we understand how important it is to get timely reports to State of New Jersey stakeholders, and we will work with DCA to create reports and dashboards that will quickly provide executive updates and insights.

3.1.4.2 Internal Reporting

We will also create daily reports and dashboards for the internal DCA stakeholder team to monitor a number of metrics and key performance indicators. Specific metrics we will monitor include:

- Total applications received and number of applications in each review queue on a daily basis
- Application “touch” rates
- Advance vs. reject metrics to indicate data quality and compliance with requirements
- Application resolution and payment amounts and rates
- Call center and DCA CVERAP email volume, including call abandonment and wait time metrics

Tracking and reporting on these metrics is critical to program success and will provide the team with early risk indicators and will also indicate the trajectory of the program in terms of when reviews will be complete and payments will be disbursed.

3.1.5 Financial Management

We will have financial specialists integrated in our operations team but given its importance to this type of project, we will also have a dedicated workstream within the PMO. Through the course of administering similar programs, we have found that complex eligibility, financial, and accounting questions can arise that require discussion and validation. Additionally, this workstream team can also track payments and other program financial data. While NMA has financial controls and monitoring integrated into our over operations process, our team believes in a fully integrated approach, which will provide for a concurrent financial management workstream driven by the PMO. Our teaming partner, Guidehouse, will provide NJDCA with financial control reporting, analytics, and comprehensive project oversight from a financial perspective.

3.1.6 Quality Control

3.1.6.1 Risk Mitigation

We pride ourselves on a “common sense” approach to monitoring and compliance—one that balances the speed of recovery with risk mitigation. We understand the realities of ensuring compliance with a myriad of federal, state, and program requirements and guidance, while working quickly to deploy funding, particularly one with a looming deadline in 2021. Additionally, we will utilize our forensics, infrastructure, government, and data analytics capabilities to perform both preventive and detective analyses to identify anomalies, instances of noncompliance, and red flags that may need to be investigated and troubleshot. By considering the dollar value of contracts and programs as a key risk criterion during our development of a risk assessment, we can help the State of New Jersey prevent the fraudulent use of funding, save costs, and be a proactive steward of public dollars.

3.1.6.1.1 Forensics & Fraud

With any large amounts of grant money coming in and needing to be disbursed quickly, there is always a risk that there could be a small number of “bad actors” who may try to take advantage of the system to fraudulently spend or request money. Often what we see is that our government

clients cannot and do not have the staff with the appropriate qualifications to be able to adequately conduct investigations and monitor these funds to claw back fraudulent claims. This is where our team can provide the State of New Jersey with a deep set of skills and services to assist with these specialized accounting needs. Our team has a deep bench of accountants and forensic monitors who focus on forensic monitoring, accounting, and investigations. Our professionals utilize existing sophisticated data mining and data warehousing tools to support fraud investigations, fund tracing, anti-money laundering (AML), and financial data intelligence gathering. We have supported fraud investigations related to allegations of asset misappropriation and performed due diligence and forensic accounting procedures regarding allegations of bribery, corruption and violations of the Foreign Corrupt Practices Act (FCPA).

3.1.6.2 Monitoring

Our team has a tried-and-true approach to monitoring grant management programs, and rental programs specifically. We will work with DCA to determine appropriate file sample size and would recommend reviewing more of the applications as the process is started, since the process will be new. Flagging any instances of noncompliance at the beginning will allow any policy or procedure adjustments early on. We would continue to monitor a sample of applications on a monthly basis, changing the focus of our testing as the program develops.

Our quality control team will analyze the Federal Emergency Rental Assistance Program for compliance with federal and state regulations as well as program rules and guidelines. Our monitoring and compliance activities include:

- Creating review procedures and checklists;
- Conducting reviews of program applicant files for compliance and completeness utilizing a sampling of a predetermined number of files;
- Reviewing observations for corrective action for in-progress and closed applications;
- Performing regular risk assessment, mitigation, and status tracking to close out any identified issues and risks;
- Developing written and verbal briefings on compliance requirements for the program; and
- Assisting with program closeout activities, as required.

3.1.6.3 ERAP Portal Fraud Mitigation Measures

We designed our ERAP Portal specifically to meet the quality control parameters that other software applications could not. Listed below are some of the steps we take to ensure accuracy:

- NMA is an approved vendor with access to the IRS TIN matching system, and all W-9s are validated manually or in bulk prior to payment being rendered.
- We use the Melissa Global Intelligence system to identify each discrete physical address and align a multitude of additional location information with the address.

3.2 Initiation & Implementation of Emergency and/or Disaster Recovery Housing Assistance Programs

NMA has initiated and implemented emergency and/or disaster recovery housing assistance programs for a number of state and local governments. Across these programs, the NMA team has assisted hundreds of thousands of households, as well as small and minority-owned businesses. As the programs were all deployed due to an emergency or in response to disaster, NMA worked with the state and local governments to develop rapid responses that take into consideration nuances that are often overlooked, allowing us to address local challenges with innovative solutions.

3.2.1 Project Highlights

3.2.1.1 Emergency Rental Assistance Program: NJDCA



NMA was able to overcome all challenges and **the agency achieved its funding goals in less than ninety (90) days.**

3.2.1.2 Hurricane Harvey Disaster Recovery: Harris County, TX



[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]
- [REDACTED]
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- [REDACTED]
- [REDACTED]

[Redacted]

- [Redacted]
- [Redacted]
- [Redacted]
- [Redacted]

3.2.1.3 Disaster Housing Assistance Program (DHAP): Harris County, TX

[Redacted]

3.2.1.4 Emergency Rental Assistance Program: Tulsa, OK

[Redacted]

3.2.1.5 Emergency Rental Assistance Program: Miami-Dade County, FL

[Redacted]

3.2.1.6 Disaster Homeowner Assistance Program (DHAP): Joplin, MO

[Redacted]

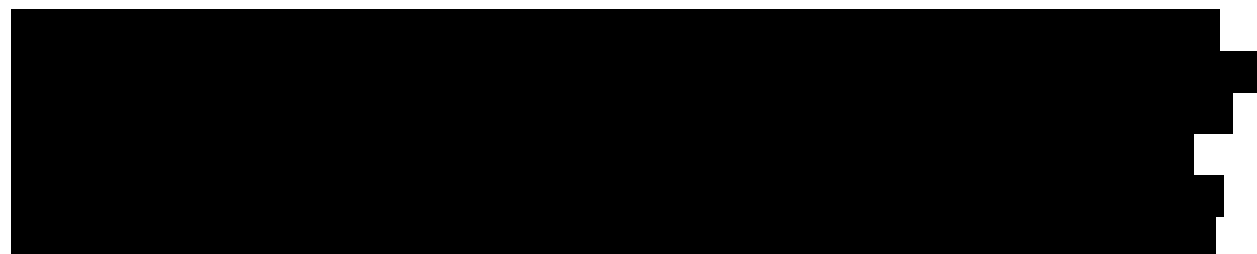


3.3 Rental Assistance Program Administration

NMA currently administers more than 100,000 vouchers on behalf of housing authorities across the nation. Activities span the full breadth of housing services, including waitlist management, waitlist selection, eligibility determinations, rent calculation, recertifications, financial management, and reporting. NMA provides rental assistance program administration services in whole or in part for the following agencies:

Agency	Determining Eligibility	Working with Landlords	Calculating Rent Portions	Fiscal Management	Reporting
Chicago Housing Authority	★	★	★	★	★
Miami-Dade Public Housing & Community Development	★	★	★	★	★
San Francisco Housing Authority	★	★	★		★
Housing Authority of Jefferson Parish	★	★	★	★	★
Housing Authority of the County of Marin	★	★	★		★
Municipal Housing Authority of the City of Yonkers		★	★		★
Anaheim Housing Authority		★	★		
Housing Authority of the County of Alameda		★	★		

3.3.1 NMA's ERAP Portal



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3.3.2 Program Marketing & Outreach

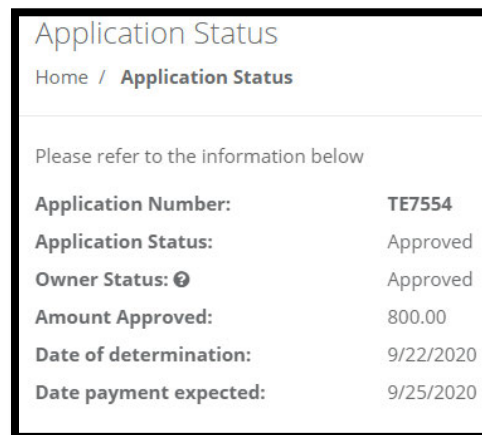
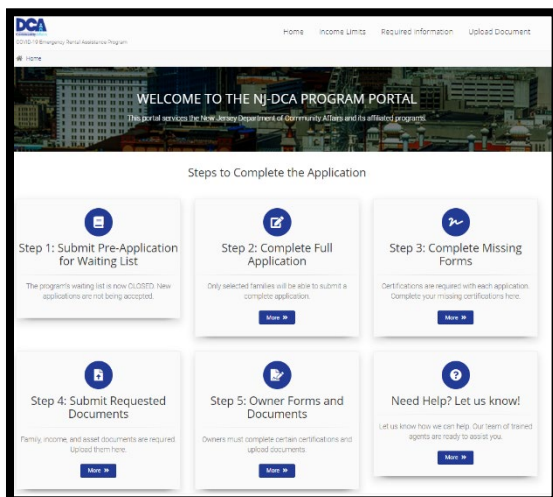
We understand that getting the word out about the rental assistance program is critical to the program’s overall success and distribution of the funds to those who are eligible. Effective outreach and marketing will make New Jersey residents aware that assistance for rent and utility bills is available for those in need, and understand how and where to go get assistance quickly. An intelligent marketing and outreach capability will be instrumental to the rental assistance program’s success, ensuring that messaging targets communities in need, raises awareness of the program itself, and drives applicants to apply.

Leveraging community partners will allow us to access underserved communities and drive awareness into all corners of New Jersey state. Relevant and clear materials will be provided to key community partners, leveraging their messaging and outreach channels to reach communities in need.

NMA determines eligibility for more than **250,000 applications per year.**

3.3.3 Determining Eligibility

NMA determines initial, interim, and continued eligibility for more than 250,000 applications per year, which are processed based on all applicable federal, state, and local policies. To facilitate reviews, NMA uses state-of-the-art technology to ensure quality and consistency of our determination process. Our technology sits on top of the data submitted by the family on their application and then guides the housing specialist through a comprehensive review process and uses logic from the tenant application and staff’s responses to further guide the specialist through a quality review process in order to make a determination.



3.3.4 Data Integrity & Preventing Duplication of Benefits

A major responsibility of administering government program is to ensure proper controls are in place to detect and prevent fraud, waste, and abuse of government spending. To this end, NMA's proprietary system integrates with global data intelligence providers to drive quality data-driven decisions.

3.3.4.1 Standard Validations

[Redacted]

3.3.4.2 Our Unique Approach to Address Validation

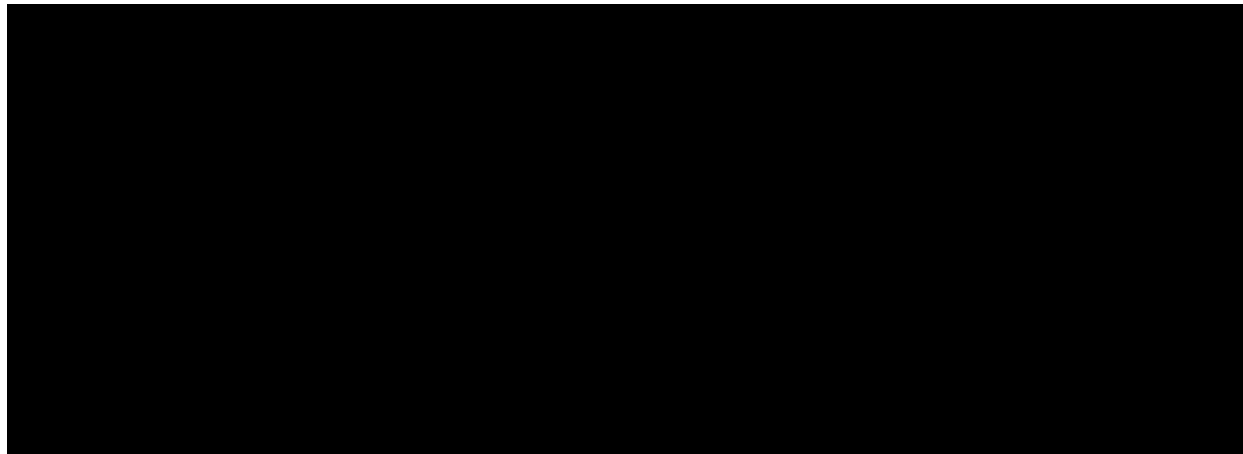
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3.3.4.3 IP Address Review

[Redacted]

3.3.4.4 Verifying the Accuracy of Direct Deposits

[Redacted]



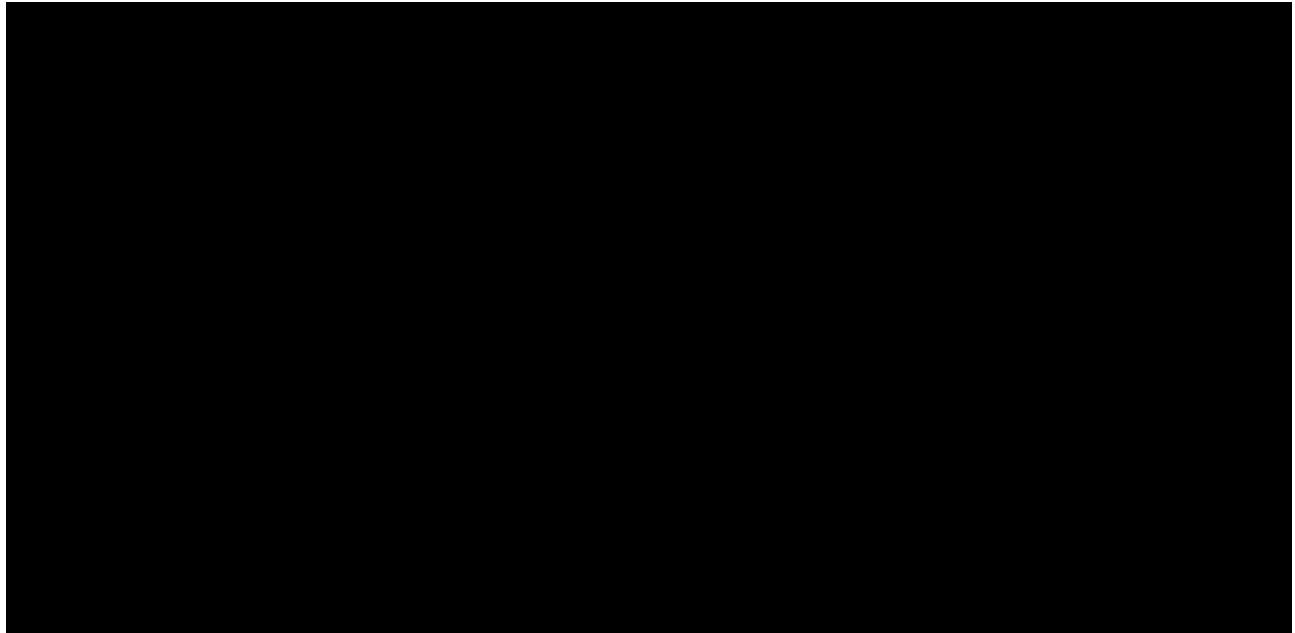
3.3.5 Working with Property Owners

Most government programs are two-way transactional programs between the benefits recipient and program. However, all rental programs have an additional layer of regulatory complexity because they maintain a three-way relationship between the applicant, the program, and the owner of the property. As the largest private administrator of HCV programs in the country, we have mastered these program nuances and actively service over 30,000 owners each year. We speak from experience when we say that the success or failure of a rental program is not always in the design of the program but rather if owners are willing to participate in it. As such, we approach our administration of these programs with a focus on building relationships with the owner community and positioning the program as a valued partnership which further assures our ability to ultimately meet the needs the families participating in the program.

3.3.6 Document Management

Our team utilizes state-of-the-art technology that is flexible and adaptable to consume information from a variety of sources, including direct scans, portal uploads, and faxes, all while maintaining native file formats for ease of transfer to agency enterprise content management (ECM) solutions.

We actively service over 30,000 owners each year, and our team puts a primary focus on **building relationships with the owner community.**



3.3.7 Customer Service

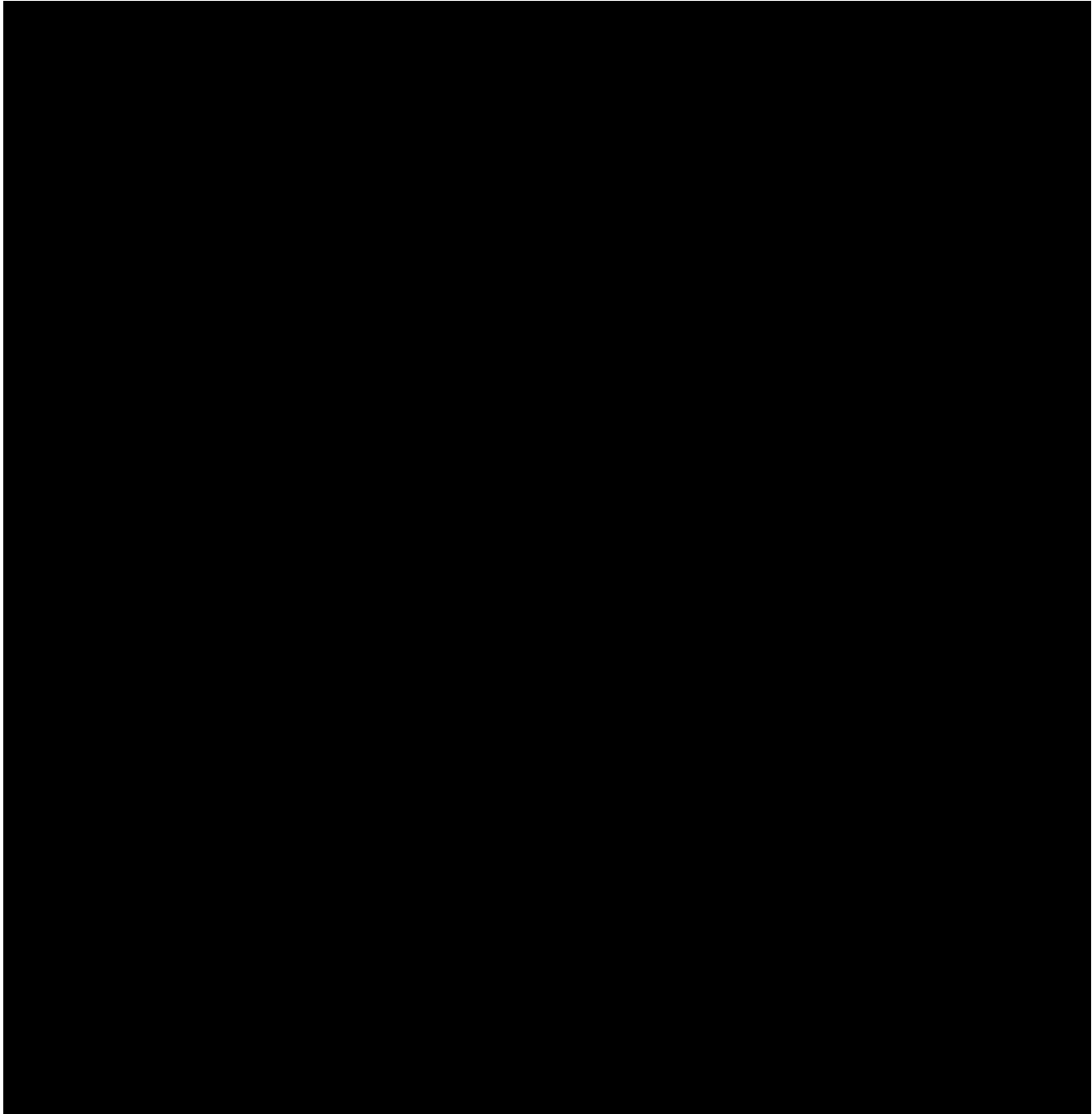
The NMA team will continue the customer service techniques implemented in the CVERAP program, including utilizing a multi-tier approach to resolving complex or escalated customer service cases. Ongoing customer service coaching will be provided to call center representatives and reviewers, reaffirming NMA's commitment to ensuring a positive experience for all applicants and stakeholders.

Data is collected across the entire application lifecycle, including such information as when emails were opened by the end recipient. This data allows the NMA team to create a comprehensive timeline of the applicant's movement through the application process, verify or discredit the complaint, and provide the appropriate resolution. Additionally, NMA analyzes trends in customer service complaints to identify if there are opportunities to enhance the application process, refine program communications, or otherwise improve the customer service experience.

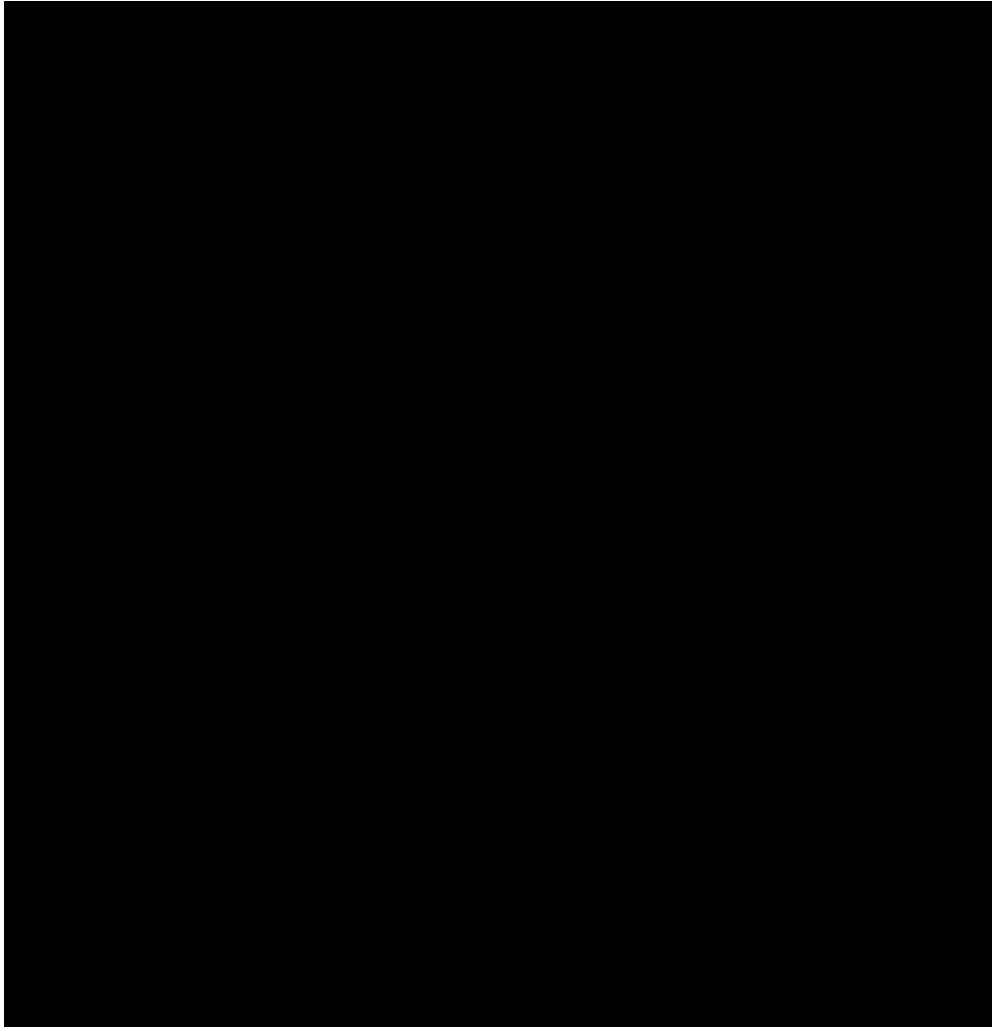
In addition to customer service training and responding to customer service complaints, NMA also takes a proactive approach to customer service through continuous communication with tenants and property owners regarding the status of pending applications. SMS text and email updates notify applicants when additional documentation is required, or there is an update to their application status, promoting the timely completion of applications.

3.3.8 Reporting

NMA's application portal includes a comprehensive executive dashboard and detailed reporting.



3.3.9 Productivity Tracking



3.4 Public Housing Authority Databases

Through our work with administering agency operations for a number of public housing authorities the NMA team has deep knowledge of working with all modules of all the major housing authority databases, including:

- Emphasys Elite
- Yardi Voyager
- Housing Pro/HAPPY
- TenMast
- Lindsey Software

Currently, NMA is utilizing Housing Pro/HAPPY for the NJDCA CVERAP project, as well as for the State of Massachusetts' ERAP project, and in administration of the Housing Authority of Jefferson Parish's housing choice voucher program. NMA has a close working partnership with all major housing authority databases.

3.5 Implementation of Housing Assistance Programs in Collaboration with Large Governmental Systems

NMA has decades of experience working with large governmental systems, including providing training, consulting, and technical assistance services on housing programs to state housing authorities nationwide. For an overview of our team's recent engagements, please see *Section 3.1*.

NMA systems are inherently flexible, with direct integrations with legacy and modern programming applications. Throughout various engagements, NMA systems have successfully integrated with case management programs, financial programs, and in-house custom developed programs.

By utilizing the NMA database integration system processes, NMA can directly import or export combined data within many systems into one or different database architectures of County and State systems. Provided below are just a few examples.

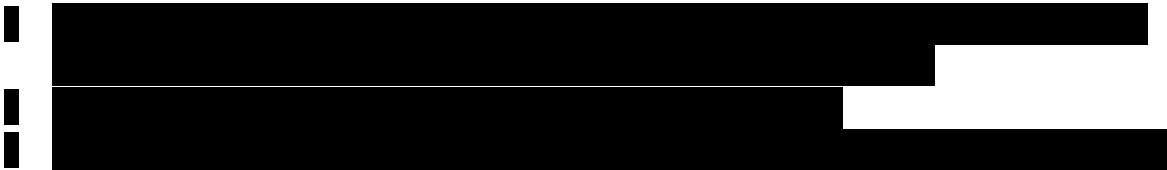
3.5.1 Emphasys Elite: Miami-Dade County PHCD

[REDACTED]

3.5.2 Massachusetts State Mass Health Program

[REDACTED]

3.5.3 Rental Assistance Program: Tulsa, Oklahoma



3.6 Extensive Knowledge of Federal Requirements

Our team has more than 40 years' experience analyzing, interpreting, and applying federal requirements in the administration of the housing choice voucher and public housing programs, as well as HUD's multifamily, community development block grants (CDBG), and community development block grants-disaster recovery (CDBG-DR) programs. Since 2020, NMA has leveraged this experience to build a team who are experts in the federal regulations governing the Emergency Rental Assistance Program.

NMA has a team of internal subject matter experts who follow regulatory changes and guidance, and are able to quickly interpret these changes, understand the implications of these changes to our active projects, and deploy this information out to project leaders for implementation.

3.7 Demonstrated Capacity to Quickly Accept & Process Applications

NMA is currently administering NJDCA's CVERAP program, and as such, is uniquely positioned to quickly begin acceptance and processing of applications, assuring a full expenditure of funds prior to December 31, 2021. NMA has approximately 100 existing team members working on CVERAP who can be rolled over to the CVERAP-2 program, allowing NMA to submit payments for processing and have the first payments issued to eligible households by March 1, 2021.

As the current CVERAP administrator, NMA already has in place:

- Application portal
- Comprehensive review and processing systems
- Fully staffed call center
- Quality control protocols
- Staff recruitment and onboarding processes
- Knowledgeable leadership team

NMA will leverage these systems and existing staff to expedite project onboarding and move quickly into application processing.

NMA is prepared to process and issue first payments to eligible households by **March 1, 2021.**

4. STAFF QUALIFICATIONS, CAPACITY & EXPERIENCE

With over 10,000 team members throughout the country, we are committed to performance excellence and recognize that success is directly linked to the successful performance of individual staff. Approximately 1,000 of our current employees are qualified to perform some or all of the services described in this proposal.

4.1 Staffing Plan

NMA's dynamic group of professionals brings an invaluable history of working collaboratively with PHAs and affordable housing providers across the nation and will utilize this extensive experience to exceed performance expectations. We pride ourselves on providing unprecedented levels of customer service, doing whatever is necessary to achieve your goals.



John McKay

Role: Executive Sponsor

Mr. John McKay has been with NMA since 1998 and has served as the chief executive officer since 2007. Under his leadership, NMA has grown to be known as the gold standard for professional services in the affordable housing industry. John has provided executive oversight for large housing programs for more than twenty (20) years, including overseeing more than \$1B of HCV program subsidy annually.

After Hurricane Katrina, John was part of the team that worked in Houston and New Orleans helping create the first Disaster Housing Assistance Program (DHAP) and ran the program for two (2) years in both cities. He also participated in launching the City of Joplin's Homebuyer Assistance Program (JHAP).

As executive sponsor, John brings his knowledge of housing regulations and industry best practices to oversee contracts with large agencies at a high level and ensure successful outcomes for all stakeholders.



Steven Rosario

Role: Engagement Manager

In his current role as HCV program director, Steven Rosario oversees the operations of Miami-Dade County's housing choice voucher program. He previously served as director of some of the largest voucher programs in the nation, administering more than 45,000 vouchers in Chicago and San Francisco. With extensive experience in program and project designs, Steven is a fiscally conscious and goal-driven leader who has earned a reputation for building and leading strong and collaborative team efforts.

Mr. Rosario will be the engagement manager for this project. He will work closely with the DCA to ensure that all deliverables are met, that the work performed exceeds expectations, and that we are continuing to build a strong partnership.



Catherine Ures
 Role: Executive Advisor

Ms. Catherine Ures is NMA’s vice president of professional services, with over eighteen (18) years of professional experience in community redevelopment, recovery, and strategic planning. Catherine has the unique qualifications of having worked in a management capacity in both the public and private sectors. Catherine’s public service encompasses over a decade in California municipal government, in both the affordable housing and redevelopment fields. Her time in the private sector has focused on serving federal, state, and local entities with strategic planning, urban design, grants management, disaster recovery, HUD program management, monitoring and compliance, and training.

4.2 Resumes of Key Team Members

Included within this section are full resumes of NMA’s proposed key personnel.

- John McKay
- Steven Rosario
- Catherine Ures
- Sarah Quinn
- Nathan Paufve
- Robin Dix
- Odesa Julien
- Chad Coalier
- Sammy Rosario
- Daniela Núñez
- Dave Sagers
- Julie Hartlé
- James Karner
- Jose Cotto
- Jacqueline Stout
- Samantha Acevedo
- Anaita Kasad
- Gaurav Menon
- Rob Reid
- Raquel Malmberg
- Angela Wu
- Jared Booth
- Jacob Theriot
- Katherine Chesson
- Olivia Arguinzoni
- Gabby Bryant
- Tuba Naziruddin



John McKay

Project Role: Executive Sponsor

EXPERTISE

- ✔ Information Technology
- ✔ Executive Management
- ✔ Technology Solutions
- ✔ Strategic Planning
- ✔ Program Assessments
- ✔ Performance Management

EDUCATION

DePaul University | Chicago, IL
Master of Science, Computer Science

San Diego State University | San Diego, CA
Master of Arts, Information Systems

San Diego State University | San Diego, CA
Bachelor of Arts, History

CERTIFICATIONS

HCV Executive Management

CA Council for Excellence – Board Member

Microsoft Business Solutions

Developer IEEE Computer Society Member

PROFILE

Mr. John McKay has been with Nan McKay & Associates (NMA) since 1998, and has served as the chief executive officer since 2007. Under his leadership, NMA has grown to be known as the gold standard for professional services in the affordable housing industry. Mr. McKay has provided executive oversight for large housing programs for more than twenty (20) years. His experience includes overseeing more than \$1B of Housing Choice Voucher (HCV) program subsidy annually:

- Chicago Housing Authority - \$350M+ annual subsidy;
- Miami-Dade County: Public Housing and Community Development - \$130M+ annual subsidy; and
- State of Kentucky Housing Corporation - \$30M+ annual subsidy.

After Hurricane Katrina, Mr. McKay was part of the team that worked in Houston and New Orleans, helping create the first Disaster Housing Assistance Program (DHAP) and ran the program for two (2) years in both cities. Mr. McKay helped setup the City of Joplin's Homebuyer Assistance Program (JHAP) office in 2014 and helped with operations through 2018.

In 2013, Mr. McKay started an inspections division of NMA known as NMA Inspections, LLC. (NMAI). NMAI specializes in HQS, UPCS, and Residential Rental Inspection Programs (RRIP) for housing authorities, cities, and municipalities. The NMAI team has completed over 1.5M inspections, including more than 250,000 annually for 50+ clients nationwide.

Mr. McKay brings his knowledge of housing regulations and industry best practices into his role as project executive on many of NMA's contracts with large clients and HUD.

EXPERIENCE

Chief Executive Officer

Nan McKay & Associates, Inc., El Cajon, CA | 1998 to Present

- Leads all internal and external company operations for over 600 employees and six corporate offices
- Trusted advisor to Federal, State, Local governments throughout the country
- Works directly with key clients on engagements, including disaster recovery, program management, organizational consulting, and strategic technology consulting.

Project: State of South Carolina

Provided professional grant management services to the State of South Carolina for oversight and compliance of federal funds received in response to COVID-19 through the CARES Act:

- Developed strategy for State of South Carolina's response using a current state assessment and prioritization based on funding.
- Assisted in the development of the SC CARES Program and the State's Non-Profit and Small Business Assistance Programs.

CERTIFICATIONS (CONTINUED)

Performance Management Institute

Member American Society for
Training & Development National
Contract Management Association

CONTACT INFORMATION

- Established policies, procedures, and documentation for the end-to-end grants management process.
- Developed reporting and documentation processes in accordance with federal funding requirements.
- Managed a team responsible for developing the program guidelines, standard operating procedures, templates, and forms required for the SC CARES Program and Non-Profit and Small Business Assistance Programs.
- Provided oversight to the intake team and provided assistance in the review, approval, or denial of all subrecipient and beneficiary funding requests.
- Provided as-needed technical assistance and training to the State on federal regulatory compliance.
- CONTACT: To be provided upon request.

Project: State of South Dakota

Provided professional grant management services to the State of South Carolina for oversight and compliance of federal funds received in response to COVID-19 through the CARES Act:

- Established policies, procedures, and documentation for the end-to-end grants management process.
- Provided strategic planning and program development, program administration, and developed recordkeeping and reporting procedures.
- Conducted intake, review, and approval or denial of all subrecipient funding requests.
- Developed a comprehensive compliance monitoring program and provided oversight over all compliance monitoring activities.
- Identified funding and eligibility requirements of federal funding available in response to COVID-19 and developed strategy for State of South Dakota's response using a current state assessment and prioritization based on funding.
- Provided as-needed technical assistance and training on federal regulatory compliance.
- CONTACT: To be provided upon request.

Project: Harris County, Texas

Provided program strategy, planning, and execution for the monitoring and compliance of Harris County COVID-19 CRF programs:

- Provided legislative analyses, technical assistance, and program development.
- Provided research and recommendations on effective non-profit partners to act as program administrators for the County's various COVID related recovery programs.
- Established compliance and monitoring structures for both the Small Business Relief Program and the Rental Assistance Program, which included developing compliance and monitoring checklists, testing checklists, and monitoring reporting dashboards for review of the Small Business Relief Program.

Project: City of Miami, Florida ERAP | 2014 to 2024

NMA manages over 15,000 HCV contracts for Miami-Dade County Public Housing & Community Development (PHCD), including 193 homeownership vouchers and 180 families participating in the FSS program. We earned SEMAP High Performer status for three (3) consecutive years with no single file audit findings. We increased utilization to

over 99%, overall file accuracy to over 90%, customer satisfaction to over 90%, and owner participation in the program by over 30%. NMA utilizes the Emphasys Elite software system in the day-to-day administration of the PHCD's HCV program. NMA also provided experienced resources to review and determine eligibility for over 8,000 families who applied under Miami-Dade's Emergency Rental Assistance Program (ERAP). In addition, NMA provides full-service call center support for the PHCD's HCV and ERAP programs.

- [REDACTED]

Project: State of New Jersey ERAP | November 2020 to Present NMA has assisted the New Jersey Department of Community Affairs (DCA) with the design, operation, and implementation of their recent COVID Emergency Rental Assistance Program (CVERAP). NMA provided a full lifecycle technology solution that leveraged our proprietary processing system, which is an application hosted on the secure Azure platform and powered by Podio's CRM system, stored with Amazon Web Services and backed up in separate AWS datacenter, guaranteeing continuity and ironclad security. The seamless applications process allowed for the distribution of over \$90 million in CVERAP assistance to New Jersey residents. In addition to providing ongoing programmatic design and technical assistance, the NMA team provided and oversaw:

- Program management and staffing, which included rapid surge staffing of approximately 300 resources
- Programmatic quality control and quality assurance
- Case management, intake, and eligibility activities
- Ongoing technical assistance related to the CARES Act and COVID funding
- Establishment, staffing, and operation of a full-service call center.

- [REDACTED]

Project: State of Massachusetts ERAP | October 2020 to Present

The State of Massachusetts Department of Housing and Community Development (DHCD) engaged Accenture to evaluate the causes of a large backlog in application processing for the Residential Assistance for Families in Transition (RAFT) program that would enable families to pay their rent and utilities while experiencing a hardship. We provided management and operations support to the largest Regional Administrative Authority (RAA) processing RAFT applications: Metro Housing Boston (MHB), among others, to help eliminate the backlog and prevent it from recurring. We also evaluated several other RAAs that had started reporting significant backlogs as well and provided operational support and process improvement to increase efficiencies. In addition, we provided the overall PMO for the Eviction Diversion Initiative, process redesign, and embedded operational/implementation support with select RAAs. Furthermore, we partnered with Nan McKay & Associates to provide operational surge capability for processing of backlog applications in order to get assistance to families in a timely and efficient manner.

- [REDACTED]

Project: City of Tulsa ERAP | August 2020 to Present

NMA has assisted the Tulsa Housing Authority (THA) with the design, operation, and implementation of their recent COVID Emergency Rental Assistance Program (ERAP). NMA worked closely with the City of Tulsa, the THA, and a local nonprofit, Restore Hope. Together, we assisted in the distribution of approximately \$40 million in rental assistance to residents. NMA provided for all program management, case management, intake and

eligibility, quality control and quality assurance, and financial oversight for ERAP. Additionally, NMA provided for ongoing technical assistance related to the CARES Act and COVID funding. NMA deployed a full lifecycle technology solution that leverages our proprietary processing system, which is an application hosted on the secure Azure platform and powered by Podio's CRM system, stored with Amazon Web Services and backed up in separate AWS datacenter, guaranteeing continuity and ironclad security. Our team also ran a full-service call center to support and promote the ERAP program.

- [REDACTED]

Project: Harris County, Texas | Role: Executive Sponsor | Present

NMA, in support of the Guidehouse team, is assisting Harris County with programming related to Harris County's COVID-19 Relief funding and related grants. In addition to legislative analyses, technical assistance, and program development, NMA has assisted with the identification of non-profit partners to act as program administrators, for various COVID related recovery programs. NMA has established compliance and monitoring structures for both the Small Business Relief Program, and the Rental Assistance Program.

- [REDACTED]

Project: Harris County, TX CDBG-DR Grants Management | Role: Executive Sponsor | November 2017 to Present

- NMA has worked with Harris County to receive a direct carve out for Harris County of \$1,115,386,829.00 in CDBG-DR funds. The NMA lead the development of a supplemental action plan to outline Harris County's integrated recovery efforts.
- The NMA team has assisted in the development of resiliency programming for infrastructure, housing, and economic development for Harris County. NMA helped conceptualize the program designs for seven housing recovery programs. These programs range from a buyout program to rehabilitation to new housing development.
- To target programming to the local needs of Harris County, NMA provided a variety of program models for consideration, conducted community outreach to gather local input, and provided research to evaluate the appropriate target areas and amounts of assistance for each program.
- When the local program needs were not in line with the State's program guidelines, NMA helped successfully request waivers to the State of Texas' program guidelines. NMA worked hand in hand with Harris County's Community Services Department to develop a multi-faceted community outreach plan to target those communities most at-risk from the disaster, and reaching the most vulnerable populations.
- NMA has created policies, processes, and forms to be compliant with the regulations at 24 C.F.R. 570 and 2 C.F.R. 200. The team also created County-specific trainings for procurement, MWBE, Section 3, and Davis-Bacon and Related Acts training to County Purchasing Office staff, program department staff, and County subrecipients and contractors.

- [REDACTED]

Project: Chicago Housing Authority | Role: Executive Program Director | 2010 to Present

- Mr. McKay serves as the executive program director, overseeing:
 - Program management of 47,000+ HCV, PBV, and Mod Rehab vouchers;
 - 300 employees in three (3) offices throughout Chicagoland;
 - Administration of HCV waiting list of approximately 37,000 households for tenant-based, project-based, and special programs;
 - Management of special programs, including VASH, FSS, FUP, Mobility, Mainstream, Public Housing Relocation, and NED;
 - Inspection process for 100,000+ inspections annually; and
 - Administration of customer service center, with 40+ full-time representatives that handle approximately 40,000 calls monthly.

Project: Miami-Dade County: PHCD | Role: Executive Program Director | 2014 to Present

- Mr. McKay serves as the executive program director, overseeing:
 - Program management of 15,000+ HCV;
 - 100+ full-time employees in two (2) offices within Miami-Dade County;
 - Administration of HCV waiting list of 10,000+ families for tenant-based, project-based, and special programs;
 - Management of special programs, including VASH, FUP, Mainstream, Public Housing Relocation, and NED; and
 - Administration of customer service center, with 15+ full-time representatives that handle approximately 30,000 calls monthly.
 - In October 2018, Mr. McKay facilitated an additional \$30M per year in disaster funding after Hurricane Irma on behalf of Miami-Dade County

Project: City of Joplin CDBG-DR Grant Administration | Role: Executive Program Director | 2014 to Present

- Mr. McKay served as the executive program director, overseeing the program management of the City of Joplin's CDBG-DR JHAP program. Mr. McKay led the transition of the program from the former contractor to NMA, where he hired staff, created the new processes and procedures, and implemented new technology, while ensuring no downtime in client communication and increasing customer service. NMA has helped hundreds of families find and purchase new homes located within the tornado disaster area.

Project: HUD Asset Management Training & TA | Role: CEO | 2009 to 2010

- Mr. McKay was an integral part in this contract with HUD that helped PHAs transition to an asset management operational model. NMA's work consisted of three tasks: developing game-based e-learning courses, providing training summits across the country, and providing onsite technical assistance to agencies. HUD issued formal recognition to NMA for the high quality of program development and delivery.

- **CONTACT:** To be provided upon request.

Project: *Disaster Housing Assistance Program | Role: Director | 2008 to 2009*

- Mr. McKay was the project director in this significant project to create and run the DHAP national model in the wake of the Katrina disaster. Mr. McKay oversaw the staff who developed the processes and protocols for issuing DHAP vouchers. NMA staff helped analyze requirements, develop local guidance, policies, forms, videos, publications, and resource material to operate the program. NMA set up the organizational structure for processing large batches of families quickly and working with the landlords to gain and continue support for the program.
- **CONTACT:** To be provided upon request.

Project: *HUD, RHIIP Initiative | Role: Director | 2002 to 2005*

- Mr. McKay was the project director for HUD on the RHIIP initiative, which spanned Public Housing, HCV, and Multifamily programs. Mr. McKay worked with HUD to create the tools and techniques PHAs could use to improve the integrity of proper rent calculations. Mr. McKay was also the director and a trainer for the two national conferences held in Florida and California that were attended by over 5,000 HUD and PHA staff. Mr. McKay continued to provide direct services to the Department of PIH and the Department of Multifamily through 2005. NMA was recognized by HUD for exemplary work performance.
- **CONTACT:** To be provided upon request.

Project: *HUD, TARC | Role: Director | 2000 to 2002*

- NMA partnered with KPMG and Mr. McKay was the project director on this project to provide assistance to troubled Housing Authorities across the nation. Mr. McKay was the driving force in turning around medium to large public housing programs to improve their PHAS scores. Housing authorities Mr. McKay worked directly with include the San Francisco Housing Authority, Philadelphia Housing Authority, Texarkana Housing Authority, and Prince George Housing Authority. NMA was recognized by HUD for outstanding job performance.
- **CONTACT:** To be provided upon request.



Steven Rosario

Senior Director of Program Management

EXPERTISE

- ☑ HCV Administration
- ☑ Program Audits
- ☑ MTW Initiatives
- ☑ Program Regulations
- ☑ Transforming Operations
- ☑ Team Building

EDUCATION

University of Phoenix | Phoenix, AZ

Studies: Business Administration

CERTIFICATIONS

HCV Executive Management

HCV Financial Accounting and Reporting

HCV Program Management

HCV Financial Management

Management Skills for Managers

CONTACT INFORMATION



PROFILE

Steven currently serves as a senior director for NMA. In this capacity, Steven is responsible for the day-to-day operations of the Miami-Dade Housing Choice Voucher Program. Prior to this, Steven served as the director of some of the largest programs in the country and spent over 15 years consulting with public housing authorities (PHAs) focusing on operational improvement initiatives. He has extensive experience in program and project designs and has earned his reputation for getting HCV programs into High Performing status. Steven is a high energy, fiscally conscious, and goal-driven leader that approaches each new challenge with his intrinsic flair for innovation, creative problem solving, and measured risk-taking to drive positive change in the programs he is entrusted with.

EXPERIENCE

Senior Director, Program Management

Nan McKay and Associates, Miami, FL | 2019 to Present

- Oversee the day-to-day operations of the Miami-Dade HCV Program.
- Plan, direct, coordinate activities related to the Miami-Dade HCV Program ensuring compliance with HUD regulations and applicable County Ordinances.
- Oversee staff of 120 and its related supervisory functions.
- Administer and enforce housing assistance contracts with owners, brokers, and management agents.
- Manage the administrative and subsidy budgets of over \$150m.
- Prepare and respond to disaster recovery efforts.

Project: State of South Carolina

Provided professional grant management services to the State of South Carolina for oversight and compliance of federal funds received in response to COVID-19 through the CARES Act:

- Developed strategy for State of South Carolina's response using a current state assessment and prioritization based on funding.
- Assisted in the development of the SC CARES Program and the State's Non-Profit and Small Business Assistance Programs.
- Established policies, procedures, and documentation for the end-to-end grants management process.
- Developed reporting and documentation processes in accordance with federal funding requirements.
- Managed a team responsible for developing the program guidelines, standard operating procedures, templates, and forms required for the SC CARES Program and Non-Profit and Small Business Assistance Programs.
- Provided oversight to the intake team and provided assistance in the review, approval, or denial of all subrecipient and beneficiary funding requests.
- Provided as-needed technical assistance and training to the State on federal regulatory compliance.
- CONTACT: To be provided upon request.

Project: State of South Dakota

Provided professional grant management services to the State of South Carolina for oversight and compliance of federal funds received in response to COVID-19 through the CARES Act:

- Established policies, procedures, and documentation for the end-to-end grants management process.
- Provided strategic planning and program development, program administration, and developed recordkeeping and reporting procedures.
- Conducted intake, review, and approval or denial of all subrecipient funding requests.
- Developed a comprehensive compliance monitoring program and provided oversight over all compliance monitoring activities.
- Identified funding and eligibility requirements of federal funding available in response to COVID-19 and developed strategy for State of South Dakota's response using a current state assessment and prioritization based on funding.
- Provided as-needed technical assistance and training on federal regulatory compliance.
- **CONTACT:** To be provided upon request.

Project: City of Miami, Florida ERAP | 2014 to 2024

NMA manages over 15,000 HCV contracts for Miami-Dade County Public Housing & Community Development (PHCD), including 193 homeownership vouchers and 180 families participating in the FSS program. We earned SEMAP High Performer status for three (3) consecutive years with no single file audit findings. We increased utilization to over 99%, overall file accuracy to over 90%, customer satisfaction to over 90%, and owner participation in the program by over 30%. NMA utilizes the Emphasys Elite software system in the day-to-day administration of the PHCD's HCV program. NMA also provided experienced resources to review and determine eligibility for over 8,000 families who applied under Miami-Dade's Emergency Rental Assistance Program (ERAP). In addition, NMA provides full-service call center support for the PHCD's HCV and ERAP programs.

- [REDACTED]

Project: State of New Jersey ERAP | November 2020 to Present NMA has assisted the New Jersey Department of Community Affairs (DCA) with the design, operation, and implementation of their recent COVID Emergency Rental Assistance Program (CVERAP). NMA provided a full lifecycle technology solution that leveraged our proprietary processing system, which is an application hosted on the secure Azure platform and powered by Podio's CRM system, stored with Amazon Web Services and backed up in separate AWS datacenter, guaranteeing continuity and ironclad security. The seamless applications process allowed for the distribution of over \$90 million in CVERAP assistance to New Jersey residents. In addition to providing ongoing programmatic design and technical assistance, the NMA team provided and oversaw:

- Program management and staffing, which included rapid surge staffing of approximately 300 resources
- Programmatic quality control and quality assurance
- Case management, intake, and eligibility activities
- Ongoing technical assistance related to the CARES Act and COVID funding
- Establishment, staffing, and operation of a full-service call center.

- [REDACTED]

Project: State of Massachusetts ERAP | October 2020 to Present

The State of Massachusetts Department of Housing and Community Development (DHCD) engaged Accenture to evaluate the causes of a large backlog in application processing for the Residential Assistance for Families in Transition (RAFT) program that would enable families to pay their rent and utilities while experiencing a hardship. We provided management and operations support to the largest Regional Administrative Authority (RAA) processing RAFT applications: Metro Housing Boston (MHB), among others, to help eliminate the backlog and prevent it from recurring. We also evaluated several other RAAs that had started reporting significant backlogs as well and provided operational support and process improvement to increase efficiencies. In addition, we provided the overall PMO for the Eviction Diversion Initiative, process redesign, and embedded operational/implementation support with select RAAs. Furthermore, we partnered with Nan McKay & Associates to provide operational surge capability for processing of backlog applications in order to get assistance to families in a timely and efficient manner.

- [REDACTED]

Project: City of Tulsa ERAP | August 2020 to Present

NMA has assisted the Tulsa Housing Authority (THA) with the design, operation, and implementation of their recent COVID Emergency Rental Assistance Program (ERAP). NMA worked closely with the City of Tulsa, the THA, and a local nonprofit, Restore Hope. Together, we assisted in the distribution of approximately \$40 million in rental assistance to residents. NMA provided for all program management, case management, intake and eligibility, quality control and quality assurance, and financial oversight for ERAP. Additionally, NMA provided for ongoing technical assistance related to the CARES Act and COVID funding. NMA deployed a full lifecycle technology solution that leverages our proprietary processing system, which is an application hosted on the secure Azure platform and powered by Podio's CRM system, stored with Amazon Web Services and backed up in separate AWS datacenter, guaranteeing continuity and ironclad security. Our team also ran a full-service call center to support and promote the ERAP program.

- [REDACTED]

Director, Program Management

Nan McKay and Associates, Miami, FL | 2015 to 2019

- Oversee the day-to-day operations of the Miami-Dade Housing Choice Voucher (HCV) Program.
- Plan, direct, coordinate activities related to the Miami-Dade HCV Program ensuring compliance with HUD regulations and applicable County Ordinances.
- Oversee staff of 120 and its related supervisory functions.
- Administer and enforce housing assistance contracts with owners, brokers, and management agents.
- Ensure compliance with the Section Eight Management Assessment Program (SEMAP).
- Achieved SEMAP High Performer for 4 consecutive years

Director, Leased Housing

San Francisco Housing Authority, San Francisco, CA | 2014 to 2015

- Plan, direct, coordinate activities related to the Housing Choice Voucher and Moderate Rehabilitation Programs, ensuring compliance with HUD regulations and applicable City and County of San Francisco ordinances.
- Administer the Annual Contributions Contract between SFHA and HUD.
- Respond and enforce the HCV components of the Public Housing Agency Recovery and Sustainability (PHARS) Agreement.
- Administer the Project-Based Section 8 Housing Assistance Payments (HAP) Contracts for properties and units in its portfolio, including RAD conversion properties.
- Administer and enforce housing assistance contracts with owners, brokers, and management agents.

Sr. Housing Consultant

Puerto Rico Department of Housing, San Juan, PR | 2011 to 2014

- Provide expert advice and technical assistance to the Secretary of Housing and regional directors of the Authority who oversee the administration of over 9,000 Vouchers and over 55,000 Public Housing Units.
- Provide expert and specialized negotiations with other PHAs, the local HUD PIH office, HUD NJ Office of Fair Housing, HUD headquarters, and other governmental agencies.

Program Director

Chicago Housing Authority, Chicago, IL | 2010 to 2011

- Directed the administration of 38,000 vouchers and 17,000 property owners along with a waiting list with 40,000 applicants.
- Coordinated and facilitated communication with the Illinois Department of Children and Family Services, the Coalition to End Homelessness, and the VA Hospital.
- Directed and managed an annual operating budget of over \$331,000,000.00.
- Negotiated performance-based managing contracts of over \$52,000,000.00.
- Amended Administrative Plan and implemented first-of-a-kind Moving-To-Work (MTW) initiatives.

Sr. Housing Consultant

Nan McKay & Associates, Inc, El Cajon, CA | 2008 to 2009

- Sr. Project Manager on contract with Los Angeles to provide Annual Re-Examination Services through a remote mail operation.
- Project Director for Harris County responsible for the transition of over 5,000 DHAP families from the DHAP Program to the HCV Program in 3 months.
- Deputy Project Manager responsible for the financial planning, organization, and implementation of a HUD contract to provide Financial Services to the Miami-Dade Housing Agency.
- Project Manager responsible to provide utilization and lease-up services to the Puerto Rico Department of Housing.

Project Manager

Atlanta Housing Authority, Atlanta, GA | 2007 to 2008

- Responsible for over 2,000 families processed for eligibility and vouchers issued under AHA's MTW Quality of Life Initiative.

- Analyzed operational reports, identified areas of improvement; developed corrective action plans.
- Represented the Housing Choice Department as an expert witness, reviewed assigned cases and actions taken by Housing Choice, determined if HCV staff actions were appropriate, adjusted and/or corrections as appropriate.



Catherine J. Ures
Program Director

EXPERTISE

- ☑ Grant Administration
- ☑ Project Management
Strategic Planning
- ☑ Planning Assessments &
Initiatives
- ☑ Disaster Recovery and
Resilience

EDUCATION

University of Southern California
*Master of Public Administration
(MPA), 2008*

University of Southern California
*Bachelor of Arts, Urban Planning &
Community Development, 2000*

CERTIFICATIONS

Secret Clearance

Certified Scrum Master

CONTACT INFORMATION

Email:



PROFILE

Ms. Catherine Ures is the Vice President of Professional Services for Nan McKay and Associates, with over 18 years of professional experience in community redevelopment, recovery, and strategic planning. Catherine has the unique qualifications of having worked in a management capacity in both the public and private sectors. Catherine's public service encompasses over a decade in California municipal government, in both the affordable housing and redevelopment fields. Her time in the private sector has focused on: serving federal, state and local entities with strategic planning, urban design, grants management, disaster recovery, HUD program management, FEMA program management, federal procurement, monitoring & compliance, and training.

EXPERIENCE

Vice President Professional Services

Nan McKay & Associates, Inc., El Cajon, CA | 2018 to Present

- Manages all disaster recovery engagements, and related program creation for active contracts throughout the U.S and Puerto Rico.
- Provides technical expertise and management solutions to federal, state, and local arms of government throughout the county.
- Manages all consulting and training engagements for NMA, spanning across 99% of PHA's and over 300 cities throughout the country.
- Past Positions:**
- Director of Consulting | Nan McKay & Associates, Inc. | 2016 to 2018
- Senior Consultant | Nan McKay & Associates, Inc. | 2015 to 2015
- President | Juliette Allen Solutions, Inc. | 2014 to 2016
- Senior Consultant | Deloitte & Touche, LLP | 2012 to 2014
- Senior Management Analyst | City of Palm Desert Redevelopment Agency | 2001 to 2012

Project: State of South Carolina

Provided professional grant management services to the State of South Carolina for oversight and compliance of federal funds received in response to COVID-19 through the CARES Act:

- Developed strategy for State of South Carolina's response using a current state assessment and prioritization based on funding.
- Assisted in the development of the SC CARES Program and the State's Non-Profit and Small Business Assistance Programs.
- Established policies, procedures, and documentation for the end-to-end grants management process.
- Developed reporting and documentation processes in accordance with federal funding requirements.
- Managed a team responsible for developing the program guidelines, standard operating procedures, templates, and forms required for the SC CARES Program and Non-Profit and Small Business Assistance Programs.
- Provided oversight to the intake team and provided assistance in the review, approval, or denial of all subrecipient and beneficiary funding requests.

- Provided as-needed technical assistance and training to the State on federal regulatory compliance.
- **CONTACT:** To be provided upon request.

Project: *State of South Dakota*

Provided professional grant management services to the State of South Carolina for oversight and compliance of federal funds received in response to COVID-19 through the CARES Act:

- Established policies, procedures, and documentation for the end-to-end grants management process.
- Provided strategic planning and program development, program administration, and developed recordkeeping and reporting procedures.
- Conducted intake, review, and approval or denial of all subrecipient funding requests.
- Developed a comprehensive compliance monitoring program and provided oversight over all compliance monitoring activities.
- Identified funding and eligibility requirements of federal funding available in response to COVID-19 and developed strategy for State of South Dakota's response using a current state assessment and prioritization based on funding.
- Provided as-needed technical assistance and training on federal regulatory compliance.
- **CONTACT:** To be provided upon request.

Project: *Harris County, Texas*

Provided program strategy, planning, and execution for the monitoring and compliance of Harris County COVID-19 CRF programs:

- Provided legislative analyses, technical assistance, and program development.
- Provided research and recommendations on effective non-profit partners to act as program administrators for the County's various COVID related recovery programs.
- Established compliance and monitoring structures for both the Small Business Relief Program and the Rental Assistance Program, which included developing compliance and monitoring checklists, testing checklists, and monitoring reporting dashboards for review of the Small Business Relief Program.
- **CONTACT:** To be provided upon request.

Project: *State of New Jersey ERAP | November 2020 to Present* NMA has assisted the New Jersey Department of Community Affairs (DCA) with the design, operation, and implementation of their recent COVID Emergency Rental Assistance Program (CVERAP). NMA provided a full lifecycle technology solution that leveraged our proprietary processing system, which is an application hosted on the secure Azure platform and powered by Podio's CRM system, stored with Amazon Web Services and backed up in separate AWS datacenter, guaranteeing continuity and ironclad security. The seamless applications process allowed for the distribution of over \$90 million in CVERAP assistance to New Jersey residents. In addition to providing ongoing programmatic design and technical assistance, the NMA team provided and oversaw:

- Program management and staffing, which included rapid surge staffing of approximately 300 resources
- Programmatic quality control and quality assurance
- Case management, intake, and eligibility activities
- Ongoing technical assistance related to the CARES Act and COVID funding
- Establishment, staffing, and operation of a full-service call center.

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[Redacted]

Project: State of Massachusetts ERAP | October 2020 to Present

The State of Massachusetts Department of Housing and Community Development (DHCD) engaged Accenture to evaluate the causes of a large backlog in application processing for the Residential Assistance for Families in Transition (RAFT) program that would enable families to pay their rent and utilities while experiencing a hardship. We provided management and operations support to the largest Regional Administrative Authority (RAA) processing RAFT applications: Metro Housing Boston (MHB), among others, to help eliminate the backlog and prevent it from recurring. We also evaluated several other RAAs that had started reporting significant backlogs as well and provided operational support and process improvement to increase efficiencies. In addition, we provided the overall PMO for the Eviction Diversion Initiative, process redesign, and embedded operational/implementation support with select RAAs. Furthermore, we partnered with Nan McKay & Associates to provide operational surge capability for processing of backlog applications in order to get assistance to families in a timely and efficient manner.

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[Redacted]

Project: City of Tulsa ERAP | August 2020 to Present

NMA has assisted the Tulsa Housing Authority (THA) with the design, operation, and implementation of their recent COVID Emergency Rental Assistance Program (ERAP). NMA worked closely with the City of Tulsa, the THA, and a local nonprofit, Restore Hope. Together, we assisted in the distribution of approximately \$40 million in rental assistance to residents. NMA provided for all program management, case management, intake and eligibility, quality control and quality assurance, and financial oversight for ERAP. Additionally, NMA provided for ongoing technical assistance related to the CARES Act and COVID funding. NMA deployed a full lifecycle technology solution that leverages our proprietary processing system, which is an application hosted on the secure Azure platform and powered by Podio's CRM system, stored with Amazon Web Services and backed up in separate AWS datacenter, guaranteeing continuity and ironclad security. Our team also ran a full-service call center to support and promote the ERAP program.

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[Redacted]

Project: Harris County, Texas | Role: Program Director | Present

- NMA, in support of the Guidehouse team, is assisting Harris County with programming related to Harris County's COVID-19 Relief funding and related grants. In addition to legislative analyses, technical assistance, and program development, NMA has assisted with the identification of non-profit partners to act as program administrators, for various COVID related recovery programs. NMA has established compliance and monitoring structures for both the Small Business Relief Program, and the Rental Assistance Program.

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[Redacted]

Project: Grant Assessment, Strategy Formulation and Maximization of CARES Act funding for State of South Carolina | Role: Subject Matter Expert | June 2020 to Present

- Identify funding and eligibility requirements of federal funding available in response to COVID-19 and develop strategy for State of South Carolina's response using a current state assessment and prioritization based on funding.
- Establish the policies, procedures, and documentation for the end-to end grants management process.
- Provide as-needed technical assistance and training on federal regulatory compliance.

Project: *Harris County, Texas* | Role: *Program Director* | *November 2017 to Present*

- NMA has worked with Harris County to receive a direct carve out for Harris County of \$1,115,386,829.00 in CDBG-DR funds. Catherine lead the development of a supplemental action plan to outline Harris County's integrated recovery efforts. Catherine's team has assisted in the development of resiliency programming for infrastructure, housing, and economic development for Harris County. Specifically, her team helped conceptualize the program designs for seven housing recovery programs. These programs range from a buyout program to rehabilitation to new housing development. To target programming to the local needs of Harris County, NMA provided a variety of program models for consideration, conducted community outreach to gather local input, and provided research to evaluate the appropriate target areas and amounts of assistance for each program. When the local program needs were not in line with the State's program guidelines, NMA helped successfully request waivers to the State of Texas' program guidelines. NMA worked hand in hand with Harris County's Community Services Department to develop a multi-faceted community outreach plan to target those communities most at-risk from the disaster, and reaching the most vulnerable populations. Catherine's team has created procurement policies, processes, and forms to be compliant with the regulations at 2 CFR 200. Her team also created County specific trainings for procurement, WMBE, Section 3, and Davis Bacon and Related Acts training to County Purchasing Office staff, program department staff, County subrecipients and contractors.

- [REDACTED]

Project: *City of Joplin* | Role: *Program Director* | *July 2017 to Present*

- City of Joplin, Missouri, Catherine and her team were engaged to develop a robust monitoring and compliance program for all disaster related housing and infrastructure projects and programs. Catherine lead the team through frequent HUD audits, oversaw updates to the Joplin CDBG-DR Compliance Manual, and managed technical assistance and training staff who created and provided trainings to grantee and subrecipient staff/contractors.

- [REDACTED]

Project: *Santa Monica, CA - COVID* | Role: *Associate* | *May 2020 to Present*

- Provided technical assistance and research for FEMA application submissions for the City of Santa Monica regarding COVID-19 and other federal grant funding sources.
- Provided guidance regarding potential COVID related community programming
- Conducted extensive review of policy and procedures to ensure compliance with federal requirements

Project: Health Care Districts, CA - COVID | Role: Associate | May 2020 to Present

- Provided technical assistance and research for health care systems through California regarding FEMA application submissions, and COVID-19 and federal funding resources
- Conducted extensive review of policy documents that were submitted to FEMA for grant consideration.

Project: San Francisco Housing Authority | Role: Program Director | July 2016 to Present

- Catherine's team has assisted with the planning, development, and strategic implementation of the Rental Assistance Demonstration program for the San Francisco Housing Authority. This project includes the repositioning, revitalization, and complete redevelopment of approximately a billion dollars of SFHA real estate, with the purpose of privatizing and renovating all effected properties.
- Catherine's team has overseen the relocation of about 2,700 households in two phases as SFHA converts its public housing portfolio to Project Based Vouchers. NMA developed the agency-wide Relocation Plan, with appendices for each of the 8 developer partners working with the City and SFHA to complete the rehabilitation needed at 29 separate developments. All forms, letters, and scripts for communication with residents were prepared by NMA, along with project schedules and an inventory map of available relocation resources.



Project: Commonwealth of PA | Role: Senior Consultant | July 2015 to September 2015

- Authored all subject-specific material for the KPMG Federal Grant Monitoring Tool, utilized to determine grant specific compliance. Grants included CDBG, HOME, and NSP.
- Authored CDBG, HOME, and NSP workbooks and presentations, for the purpose of educating KPMG staff and contractors on all three funding streams, providing practical application for use in compliance exercise.
- Provided subject matter expertise to KPMG on HOME, CDBG, and NSP programs, led project task teams in completing program monitoring reviews of grantee activities.
- Provided technical assistance to the KPMG project management office.
- **CONTACT:** To be provided upon request.

Deloitte & Touche, LLP, Arlington, Virginia | 2012 to 2014

- **Past Positions:**
- Senior Consultant | Deloitte & Touche, LLP | August 2012 to 2014

Project: City of Joplin, MO | Role: Project Manager | 2012 to 2014

- Deloitte was contracted by the City of Joplin to assist with the administration and regulatory compliance of a \$45 million Community Development Block Grant – Disaster Relief (CDBG-DR) grant award.
- Developed, structured, and facilitated the implementation of three successful Affordable Housing Programs which leveraged CDBG-DR funding: Homebuyer Down Payment Assistance Program, Housing Rehabilitation Program, and a

Rental Assistance Program. The Homebuyer Down Payment Assistance Program has been recognized as a model program by HUD.

- Developed program protocols and procedures for all associated housing and infrastructure projects utilizing the CDBG-DR grant. Interfacing with City staff, local interest groups and non-profits to identify housing need; guide and program for future housing development. Provide financial and contractual oversight for the all current projects outlined in the City of Joplin's CDBG Action Plan.

Project: International Diplomatic Organization | Role: Facility Lead Consultant | 2012 to 2013

- Deloitte developed an operational plan for the client's new headquarters (HQ), assisting in deciding the relevant mix of insourced vs. outsourced activities and capabilities.
- Led the effort to develop an organizational and operational blueprint for operations & maintenance, logistics, and sourcing activities – incorporating current industry standards and leading practices, while taking into account client-specific requirements and constraints.
- Managed the baseline and benchmarking efforts, data collection, evaluation and analysis for all components of the organizational and operational blueprint

Project: VA/DoD-iEHR/IPO | Role: Schedule Management Team | 2010 to 2013

- Deloitte assisted the Department of Defense and the Veterans Administration with the integration of their existing electronic health record systems.
- Managed three Integrated Project Schedules (IPS), and worked directly with clients to update project progress and produce analysis of key issues.
- Created tools, templates, and standard operating procedures to streamline the scheduling teams' responses to various required reporting documents. All functions were performed in an Agile work environment.

Project Manager

City of Palm Desert Redevelopment Agency, Palm Desert, CA | 2001 to 2011

- Created and brokered an innovative, long-term research agreement with the University of California, Irvine, California Institute for Telecommunications and Information Technology, leveraging a technology incubator studying the long-term social and material effects of energy usage and the viability of energy efficiency tools.
- Served as the Project Manager for several multimillion-dollar redevelopment projects including: the construction of master planned affordable housing developments, senior affordable housing, workforce housing, core commercial revitalization, civic centers, recreation and open space preservation, and environmentally sensitive urbanscape design.
- Successfully managed and negotiated a multi-million dollar core commercial revitalization project, with a seven year life span leveraging joint funding from both the Redevelopment Agency, private developers, and twenty-five business owners.



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Sarah Quinn

Vice President of Operations

EXPERTISE

- ✔ Process Management
- ✔ Project Management
- ✔ Workflow Redesign
- ✔ Marketing
- ✔ Events Management
- ✔ Corporate Culture
- ✔ Call Center Management
- ✔ Inspections Administration

EDUCATION

University of California | San Diego, CA
Bachelor of Arts

CERTIFICATIONS

CAPE Examiner
CA Awards for Performance Excellence
CA Council for Excellence

CONTACT INFORMATION



PROFILE

Ms. Sarah Quinn has been with NMA since 2004. As vice president of operations, she oversees all internal operational functions, including marketing, event coordination, and desktop publishing. She is also responsible for several client management projects and works closely with the team at NMA Inspections (NMAI). In addition, she actively participates in all management-level strategy and planning meetings, carrying long-term strategies down to the department level by implementing the use of department scorecards and individual action plans. She has participated as an examiner for the California Council for Excellence, which helps California's private and public sector organizations achieve world-class results through the principles and criteria of the Malcolm Baldrige Award for Performance Excellence.

EXPERIENCE

Vice President of Operations

Nan McKay & Associates, Inc., El Cajon, CA | 2019 to Present

- Oversees internal operations and fulfillment activities for all training and products, including desktop publishing, events management, shipping, and process management.
- Responsible for oversight of all marketing activities including maintenance of website and shopping cart, email marketing initiatives, tradeshow coordination, and social media activities.
- Manages inspections call center, including oversight of inspections scheduling, processing, noticing, and customer call management.
- Oversees internal inspections operations, including new client transition and ongoing client management
- Lead for corporate customer service, culture, and management team building initiatives
- Corporate Baldrige Performance Excellence program lead.

Project: State of South Carolina | Human Resources

Provided professional grant management services to the State of South Carolina for oversight and compliance of federal funds received in response to COVID-19 through the CARES Act:

- Developed strategy for State of South Carolina's response using a current state assessment and prioritization based on funding.
- Assisted in the development of the SC CARES Program and the State's Non-Profit and Small Business Assistance Programs.
- Established policies, procedures, and documentation for the end-to-end grants management process.
- Developed reporting and documentation processes in accordance with federal funding requirements.
- Managed a team responsible for developing the program guidelines, standard operating procedures, templates, and forms required for the SC CARES Program and Non-Profit and Small Business Assistance Programs.
- Provided oversight to the intake team and provided assistance in the review, approval, or denial of all subrecipient and beneficiary funding requests.

- Provided as-needed technical assistance and training to the State on federal regulatory compliance.
- **CONTACT:** To be provided upon request.

Project: *State of South Dakota* | Role: *Human Resources*

Provided professional grant management services to the State of South Carolina for oversight and compliance of federal funds received in response to COVID-19 through the CARES Act:

- Established policies, procedures, and documentation for the end-to-end grants management process.
- Provided strategic planning and program development, program administration, and developed recordkeeping and reporting procedures.
- Conducted intake, review, and approval or denial of all subrecipient funding requests.
- Developed a comprehensive compliance monitoring program and provided oversight over all compliance monitoring activities.
- Identified funding and eligibility requirements of federal funding available in response to COVID-19 and developed strategy for State of South Dakota's response using a current state assessment and prioritization based on funding.
- Provided as-needed technical assistance and training on federal regulatory compliance.
- **CONTACT:** To be provided upon request.

Project: *City of Miami, Florida ERAP* | Role: *Human Resources* | *2014 to 2024*

NMA manages over 15,000 HCV contracts for Miami-Dade County Public Housing & Community Development (PHCD), including 193 homeownership vouchers and 180 families participating in the FSS program. We earned SEMAP High Performer status for three (3) consecutive years with no single file audit findings. We increased utilization to over 99%, overall file accuracy to over 90%, customer satisfaction to over 90%, and owner participation in the program by over 30%. NMA utilizes the Emphasys Elite software system in the day-to-day administration of the PHCD's HCV program. NMA also provided experienced resources to review and determine eligibility for over 8,000 families who applied under Miami-Dade's Emergency Rental Assistance Program (ERAP). In addition, NMA provides full-service call center support for the PHCD's HCV and ERAP programs.

- [REDACTED]

Project: *State of New Jersey ERAP* | Role: *Human Resources* | *November 2020 to Present*

NMA has assisted the New Jersey Department of Community Affairs (DCA) with the design, operation, and implementation of their recent COVID Emergency Rental Assistance Program (CVERAP). NMA provided a full lifecycle technology solution that leveraged our proprietary processing system, which is an application hosted on the secure Azure platform and powered by Podio's CRM system, stored with Amazon Web Services and backed up in separate AWS datacenter, guaranteeing continuity and ironclad security. The seamless applications process allowed for the distribution of over \$90 million in CVERAP assistance to New Jersey residents. In addition to providing ongoing programmatic design and technical assistance, the NMA team provided and oversaw:

- Program management and staffing, which included rapid surge staffing of approximately 300 resources
- Programmatic quality control and quality assurance
- Case management, intake, and eligibility activities
- Ongoing technical assistance related to the CARES Act and COVID funding

- Establishment, staffing, and operation of a full-service call center.

▪ [REDACTED]

Project: State of Massachusetts ERAP | Role: Human Resources | October 2020 to Present

The State of Massachusetts Department of Housing and Community Development (DHCD) engaged Accenture to evaluate the causes of a large backlog in application processing for the Residential Assistance for Families in Transition (RAFT) program that would enable families to pay their rent and utilities while experiencing a hardship. We provided management and operations support to the largest Regional Administrative Authority (RAA) processing RAFT applications: Metro Housing Boston (MHB), among others, to help eliminate the backlog and prevent it from recurring. We also evaluated several other RAAs that had started reporting significant backlogs as well and provided operational support and process improvement to increase efficiencies. In addition, we provided the overall PMO for the Eviction Diversion Initiative, process redesign, and embedded operational/implementation support with select RAAs. Furthermore, we partnered with Nan McKay & Associates to provide operational surge capability for processing of backlog applications in order to get assistance to families in a timely and efficient manner.

▪ [REDACTED]

Project: City of Tulsa ERAP | Role: Human Resources | August 2020 to Present

NMA has assisted the Tulsa Housing Authority (THA) with the design, operation, and implementation of their recent COVID Emergency Rental Assistance Program (ERAP). NMA worked closely with the City of Tulsa, the THA, and a local nonprofit, Restore Hope. Together, we assisted in the distribution of approximately \$40 million in rental assistance to residents. NMA provided for all program management, case management, intake and eligibility, quality control and quality assurance, and financial oversight for ERAP. Additionally, NMA provided for ongoing technical assistance related to the CARES Act and COVID funding. NMA deployed a full lifecycle technology solution that leverages our proprietary processing system, which is an application hosted on the secure Azure platform and powered by Podio's CRM system, stored with Amazon Web Services and backed up in separate AWS datacenter, guaranteeing continuity and ironclad security. Our team also ran a full-service call center to support and promote the ERAP program.

▪ [REDACTED]

Director of Operations

Nan McKay & Associates, Inc., El Cajon, CA | May 2015 to 2018

- Oversaw internal operations and fulfillment activities for all training and products, including desktop publishing, events management, shipping, and process management.
- Responsible for oversight of all marketing activities including maintenance of website and shopping cart, email marketing initiatives, tradeshow coordination, and social media activities.

Operations Manager

Nan McKay & Associates, El Cajon, CA | October 2011 to April 2015

- Oversaw internal operations and fulfillment activities for all training and products, including desktop publishing, events management, shipping, and process management.
- Responsible for oversight of all marketing activities including maintenance of website and shopping cart, email marketing initiatives, tradeshow coordination, and social media activities.

Marketing & Events Manager

Nan McKay & Associates, El Cajon, CA | June 2008 to October 2011

- Responsible for oversight of all marketing activities including maintenance of website and shopping cart, email marketing initiatives, tradeshow coordination, and social media activities.
- Oversaw events management, including hotel contracting, trainer travel arrangements, and bill reconciliation.



Nathan Paufve
Consulting Manager

EXPERTISE

- ☑ Program Design
- ☑ Regulatory Compliance
- ☑ Grant Administration
- ☑ Disaster Recovery and Resilience
- ☑ Procurement
- ☑ Policy and Procedure Development
- ☑ Internal Audits

EDUCATION

University of Chicago | Chicago, IL
Master of Arts, Public Policy

North Central College |
Naperville, IL
Bachelor of Arts, Psychology

CERTIFICATIONS

Project Management Professional
ISO 9001:2000 Internal Auditor

CONTACT INFORMATION



PROFILE

Mr. Nathan Paufve is a Consulting Manager in Nan McKay and Associates' Professional Services practice and is a certified Project Management Professional (PMP) with expertise in program design and implementation, strategic planning, grants management and administration, regulatory compliance and monitoring, risk assessment and internal controls, program and project management, process improvement, workflow mapping and design, and measuring performance. He specializes in working collaboratively with federal, state, and local entities to develop and implement grant funded programs that address strategic disaster recovery, resiliency, social vulnerability, housing, and economic development.

EXPERIENCE

Consulting Manager

Nan McKay & Associates, Inc., El Cajon, CA | January 2018 to Present

- **Past Positions:**
- Senior Consultant | Nan McKay & Associates, Inc. | 2015 to 2018
- Consultant | Nan McKay & Associates, Inc. | 2011 to 2015
- Operations Supervisor | Nan McKay & Associates, Inc. | 2011

Project: State of South Carolina

Provided professional grant management services to the State of South Carolina for oversight and compliance of federal funds received in response to COVID-19 through the CARES Act:

- Developed strategy for State of South Carolina's response using a current state assessment and prioritization based on funding.
- Assisted in the development of the SC CARES Program and the State's Non-Profit and Small Business Assistance Programs.
- Established policies, procedures, and documentation for the end-to-end grants management process.
- Developed reporting and documentation processes in accordance with federal funding requirements.
- Managed a team responsible for developing the program guidelines, standard operating procedures, templates, and forms required for the SC CARES Program and Non-Profit and Small Business Assistance Programs.
- Provided oversight to the intake team and provided assistance in the review, approval, or denial of all subrecipient and beneficiary funding requests.
- Provided as-needed technical assistance and training to the State on federal regulatory compliance.
- **CONTACT:** To be provided upon request.

Project: State of South Dakota

Provided professional grant management services to the State of South Carolina for oversight and compliance of federal funds received in response to COVID-19 through the CARES Act:

- Established policies, procedures, and documentation for the end-to-end grants management process.
- Provided strategic planning and program development, program administration, and developed recordkeeping and reporting procedures.

- Conducted intake, review, and approval or denial of all subrecipient funding requests.
- Developed a comprehensive compliance monitoring program and provided oversight over all compliance monitoring activities.
- Identified funding and eligibility requirements of federal funding available in response to COVID-19 and developed strategy for State of South Dakota's response using a current state assessment and prioritization based on funding.
- Provided as-needed technical assistance and training on federal regulatory compliance.
- **CONTACT:** To be provided upon request.

Project: Harris County, Texas

Provided program strategy, planning, and execution for the monitoring and compliance of Harris County COVID-19 CRF programs:

- Provided legislative analyses, technical assistance, and program development.
- Provided research and recommendations on effective non-profit partners to act as program administrators for the County's various COVID related recovery programs.
- Established compliance and monitoring structures for both the Small Business Relief Program and the Rental Assistance Program, which included developing compliance and monitoring checklists, testing checklists, and monitoring reporting dashboards for review of the Small Business Relief Program.
- **CONTACT:** To be provided upon request.

Project: City of Miami, Florida ERAP

NMA manages over 15,000 HCV contracts for Miami-Dade County Public Housing & Community Development (PHCD), including 193 homeownership vouchers and 180 families participating in the FSS program. We earned SEMAP High Performer status for three (3) consecutive years with no single file audit findings. We increased utilization to over 99%, overall file accuracy to over 90%, customer satisfaction to over 90%, and owner participation in the program by over 30%. NMA utilizes the Emphasys Elite software system in the day-to-day administration of the PHCD's HCV program. NMA also provided experienced resources to review and determine eligibility for over 8,000 families who applied under Miami-Dade's Emergency Rental Assistance Program (ERAP). In addition, NMA provides full-service call center support for the PHCD's HCV and ERAP programs.

- [REDACTED]

Project: State of New Jersey ERAP | November 2020 to Present

NMA has assisted the New Jersey Department of Community Affairs (DCA) with the design, operation, and implementation of their recent COVID Emergency Rental Assistance Program (CVERAP). NMA provided a full lifecycle technology solution that leveraged our proprietary processing system, which is an application hosted on the secure Azure platform and powered by Podio's CRM system, stored with Amazon Web Services and backed up in separate AWS datacenter, guaranteeing continuity and ironclad security. The seamless applications process allowed for the distribution of over \$90 million in CVERAP assistance to New Jersey residents. In addition to providing ongoing programmatic design and technical assistance, the NMA team provided and oversaw:

- Program management and staffing, which included rapid surge staffing of approximately 300 resources
- Programmatic quality control and quality assurance
- Case management, intake, and eligibility activities

- Ongoing technical assistance related to the CARES Act and COVID funding
- Establishment, staffing, and operation of a full-service call center.
- [REDACTED]

Project: State of Massachusetts ERAP | October 2020 to Present

The State of Massachusetts Department of Housing and Community Development (DHCD) engaged Accenture to evaluate the causes of a large backlog in application processing for the Residential Assistance for Families in Transition (RAFT) program that would enable families to pay their rent and utilities while experiencing a hardship. We provided management and operations support to the largest Regional Administrative Authority (RAA) processing RAFT applications: Metro Housing Boston (MHB), among others, to help eliminate the backlog and prevent it from recurring. We also evaluated several other RAAs that had started reporting significant backlogs as well and provided operational support and process improvement to increase efficiencies. In addition, we provided the overall PMO for the Eviction Diversion Initiative, process redesign, and embedded operational/implementation support with select RAAs. Furthermore, we partnered with Nan McKay & Associates to provide operational surge capability for processing of backlog applications in order to get assistance to families in a timely and efficient manner.

- [REDACTED]

Project: Harris County, Texas | Role: Consulting Manager | Present

- NMA, in support of the Guidehouse team, is assisting Harris County with programming related to Harris County's COVID-19 Relief funding and related grants. In addition to legislative analyses, technical assistance, and program development, NMA has assisted with the identification of non-profit partners to act as program administrators, for various COVID related recovery programs. NMA has established compliance and monitoring structures for both the Small Business Relief Program, and the Rental Assistance Program.
- Developed compliance and monitoring checklists, testing checklists, and monitoring reporting dashboards for review of the Small Business Relief Program.
- Conducted initial risk review of subrecipient administrator
- [REDACTED]

Project: Grant Assessment, Strategy Formulation and Maximization of CARES Act funding for State of South Carolina | Role: Subject Matter Expert | June 2020 to Present

- Identify funding and eligibility requirements of federal funding available in response to COVID-19 and develop strategy for State of South Carolina's response using a current state assessment and prioritization based on funding.
- Establish the policies, procedures, and documentation for the end-to end grants management process.
- Provide as-needed technical assistance and training on federal regulatory compliance.

Project: Harris County, Texas | Role: Consulting Manager | January 2018 to Present

- Managed a team responsible for creating program design, program guidelines, standard operating procedures, and program forms for all of Harris County's CDBG-DR funded housing recovery programs
- Oversaw the development of a comprehensive, multi-faceted community outreach plan, designed to target Harris County's most socially-vulnerable neighborhoods
- Facilitated community stakeholder meetings to solicit community input
- Provided subject matter expertise and technical assistance on federal regulations, federal procurement regulations, and other cross-cutting federal requirements.

Project: City of Joplin, MO | Role: Senior Consultant | April 2017 to January 2108

- Developed a risk-based monitoring plan, managed monitoring staff, executed program compliance monitoring reviews, facilitated project and grant closeout activities.
- Oversaw updates to the Joplin CDBG-DR Compliance Manual and established project and program record keeping and document management protocols.
- Managed technical assistance and training staff who created and provided training and technical assistance to grantee and subrecipient staff and contractors.

Project: Commonwealth of PA | Role: Senior Consultant | September 2015 to May 2017

- Provided regulatory expertise to KPMG on HOME, CDBG, NSP, ESG, HOPWA and FEMA PA programs.
- Lead project task teams in completing program compliance monitoring reviews of subrecipient activities.
- Provided technical assistance to the KPMG project management office.
- CONTACT: To be provided upon request

Project: City of Joplin, MO | Role: Consultant | February 2014 to September 2015

- Managed a team responsible for the program administration of a homebuyer downpayment assistance program that provided almost \$20 million to approximately 600 households.
- Project managed the design and implementation of a custom workflow and electronic document management in the first thirty days, resulting in streamlined and automated program processes.
- Facilitated policy and procedure development for the Joplin Homebuyer Assistance Program.

Project: Chicago, IL | Role: Consultant | December 2011 to April 2014

- Provided regulatory and operational subject matter expertise for Deloitte & Touche, Washington, D.C. on the HCV program; routinely handles consulting engagements for NMA that focus on program assessment, workflow mapping and design, data collection and analysis.
- Collected system requirements from Department of Housing and Urban Development (HUD) management and staff for development of HUD's Next Generation Management System- a system that integrates the functions of the Voucher Management System (VMS), the PIH Information Center (PIC), Enterprise Income Verification (EIV), HUD's Central Accounting and Program System (HUDCAPS), and other disparate legacy systems.

- Worked closely with Deloitte project manager to keep tasks on time and within scope.
- **CONTACT:** To be provided upon request.

Project: Chicago, IL | *Role:* Operations Supervisor | January 2011 to December 2011

- Supervised a team of seven housing specialists and a clerk responsible for the case management of approximately 1500 Family Self-Sufficiency participants, nearly 300 Homeownership participants, and almost 750 MTW voucher program participants.
- Assisted executive management in evaluating existing business processes and procedures, identified and implemented process improvements, and improved overall timeliness and service delivery.
- **CONTACT:** To be provided upon request.

Senior Associate

Quadel Consulting Corporation, Chicago, IL | June 2007 to Dec. 2010

- Developed, implemented, and monitored a funding utilization plan to ensure that 98 percent of allocated vouchers and payments were utilized.
- Audited Project-Based Contract Administration (PBCA) operations and quality assurance systems of subsidiaries, identified weaknesses and opportunities for improvement, and made recommendations for enhancement and improved effectiveness resulting in successful ISO certification.
- Led pre-audit reviews utilizing Department of Housing and Urban Development (HUD) systems PIC, EIV, and ad hoc reports which identified more than 560 potential multiple subsidy cases, a risk of \$1.1 million of incorrectly paid housing subsidies.
- Created a centralized workflow tracking and reporting tool.



Robin Dix

Associate III

EXPERTISE

- ☑ Leadership
- ☑ Strategic Planning
- ☑ Problem Solving
- ☑ Project Management
- ☑ Compliance
- ☑ Training and Development

EDUCATION

Bridgewater State University |
Bridgewater, MA
BS, Education

CERTIFICATIONS

PMP-Project Management
Professional
Six Sigma Black Belt
Instructional System Design
Hearing Officer
Housing Choice Voucher Specialist

CONTACT INFORMATION

PROFILE

Senior Executive, Program, Project and Training Consultant with proven ability to influence an organization in the implementation of disaster recovery programs, continuous improvement programs and organizational change initiatives. Adept at building and leading highly motivated operation, program, project management, continuous improvement and training departments / divisions focused on achieving strategic corporate goals. Extensive experience in the Affordable Housing Industry.

EXPERIENCE

Senior Consultant

Nan McKay & Associates, Inc., El Cajon, CA | October 2017 to Present

Project: State of South Carolina

Provided professional grant management services to the State of South Carolina for oversight and compliance of federal funds received in response to COVID-19 through the CARES Act:

- Developed strategy for State of South Carolina's response using a current state assessment and prioritization based on funding.
- Assisted in the development of the SC CARES Program and the State's Non-Profit and Small Business Assistance Programs.
- Established policies, procedures, and documentation for the end-to-end grants management process.
- Developed reporting and documentation processes in accordance with federal funding requirements.
- Managed a team responsible for developing the program guidelines, standard operating procedures, templates, and forms required for the SC CARES Program and Non-Profit and Small Business Assistance Programs.
- Provided oversight to the intake team and provided assistance in the review, approval, or denial of all subrecipient and beneficiary funding requests.
- Provided as-needed technical assistance and training to the State on federal regulatory compliance.
- **CONTACT:** To be provided upon request.

Project: Harris County, Texas

Provided program strategy, planning, and execution for the monitoring and compliance of Harris County COVID-19 CRF programs:

- Provided legislative analyses, technical assistance, and program development.
- Provided research and recommendations on effective non-profit partners to act as program administrators for the County's various COVID related recovery programs.
- Established compliance and monitoring structures for both the Small Business Relief Program and the Rental Assistance Program, which included developing compliance and monitoring checklists, testing checklists, and monitoring reporting dashboards for review of the Small Business Relief Program.
- **CONTACT:** To be provided upon request.

Project: State of Massachusetts ERAP | October 2020 to Present

The State of Massachusetts Department of Housing and Community Development (DHCD) engaged Accenture to evaluate the causes of a large backlog in application processing for the Residential Assistance for Families in Transition (RAFT) program that would enable families to pay their rent and utilities while experiencing a hardship. We provided management and operations support to the largest Regional Administrative Authority (RAA) processing RAFT applications: Metro Housing Boston (MHB), among others, to help eliminate the backlog and prevent it from recurring. We also evaluated several other RAAs that had started reporting significant backlogs as well and provided operational support and process improvement to increase efficiencies. In addition, we provided the overall PMO for the Eviction Diversion Initiative, process redesign, and embedded operational/implementation support with select RAAs. Furthermore, we partnered with Nan McKay & Associates to provide operational surge capability for processing of backlog applications in order to get assistance to families in a timely and efficient manner.

- [REDACTED]

Project: Harris County Texas | Role: Senior Consultant | April 2018 to Present

- Responsible for creating program design, program guidelines, standard operating procedures, and program forms for Harris County's housing recovery programs
- Provided subject matter expertise and technical assistance on CDBG-DR regulations, federal procurement regulations, and other cross-cutting requirements

- [REDACTED]

Project: City of Joplin, MO | Role: Senior Consultant | January 2018 to April 2018

- Delivered updates to the Joplin CDBG-DR Compliance Manual
- Provided subject matter expertise and technical assistance on CDBG-DR regulations, federal procurement regulations, and other cross-cutting requirements

- [REDACTED]

Project: Amarillo, TX | Role: Senior Consultant | October 2017 to November 2017

- Provided Panhandle Community Services (PCS) with an operational and staffing assessment for their Housing Choice Voucher (HCV) program
- Delivered recommendations for changes and/or revisions to policies, procedures, and general work processes in order to increase efficiency, effectiveness, and overall program compliance
- Assess the capacity and assignment of current staff and recommended training plans to increase proficiency of workforce

- [REDACTED]

Vice President of Operations

Housing Authority of Dekalb County, Decatur, GA | Dec. 2010 to June 2017

- Implemented Corporate Compliance and Leadership Trainings
- Implemented new Standard Operating Procedures for the Housing Choice Voucher Department
- Streamlined and improved process in the Finance, Operations and IT Divisions

- Implemented 13 strategic initiatives of the FY2012 Strategic Plan
- Restructured the Housing Choice Voucher Program's organization in 2011 to streamline and improve all HCVP processes
- Relocated all public housing families conforming to URA policies during the RAD conversion of all remaining public housing units

- [REDACTED]

Director of Program Support

Atlanta Housing Authority, Atlanta, GA | Feb. 2007 to Dec. 2010

- Implemented a quality control function in the Housing Choice Call Center improving call handling by 25%
- Implemented the New Employee On-Boarding Training for the Housing Choice Department
- Launched a Landlord Oracle Module, reducing Landlord paperwork process time by 20%
- Streamlined the participant termination review process, reducing file review quantity by 30%
- Processed the relocation of public housing families conforming to URA policies during the demolition of four public housing communities

- [REDACTED]

Senior Project Manager

Delta Air Lines, INC, Atlanta, GA | Mar. 1978 to Jul. 2010

- Fully implemented a Project Management Office (PMO) at the Atlanta Airport
- Identified, prioritized and assigned and implemented 27 strategic projects.
- Led and coached three Project Managers in obtaining project manager certification at 100% success rate
- Reduced Atlanta baggage mishandling by over 50% by implementing process improvements identified by Six Sigma methods
- Successfully led a cross functional team in the design, development and implementation of the federally mandated Criminal History Records Check (CHRC) process and corporate CHRC policy while maintaining employment targets
- Exceeded the federally mandated CHRC completion deadline while achieving 100% compliance
- Implemented the corporate fingerprint and badge database (FAB), increasing productivity by 60% by eliminating unnecessary and redundant tasks
- Launched the 1st corporate wide E-Learning initiative, reducing the training footprint 40%.

- [REDACTED]



Odesa Julien

Assistant Program Director

EXPERTISE

- ☑ Housing Choice Voucher regulations
- ☑ Performance Management
- ☑ Quality Control

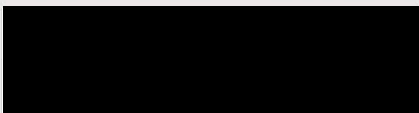
EDUCATION

Miami Dade College | Miami, FL
B.A., Business Supervisor and Management

CERTIFICATIONS

Housing Choice Voucher Specialist
 Project Based Voucher Management
 HCV Executive Management
 HCV Program Management
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CONTACT INFORMATION



PROFILE

Odesa Julien has been with NMA for 6 years and has 11 years of housing experience. She started her career in housing as a front-line staff member, now contributing as Assistant Program Director. She is a motivated professional with a proven record of generating and building relationships, managing projects from concept to completion, and coaching individuals to success.

EXPERIENCE

Assistant Program Director

Nan McKay & Associates, Inc, Miami, FL | August 2020 – Present

- Provide direct oversight, organization, and execution of the Tulsa Emergency Rental Assistance Program.
- Administer call center for the Miami-Dade, South Carolina, South Dakota, Tulsa, and New Jersey emergency assistance programs.
- Monitor progress, set team expectations, and discuss recurring reports with clients.
- Coordinate necessary onboarding, training, and support for staff.

Project: State of South Carolina

Provided professional grant management services to the State of South Carolina for oversight and compliance of federal funds received in response to COVID-19 through the CARES Act:

- Developed strategy for State of South Carolina’s response using a current state assessment and prioritization based on funding.
- Assisted in the development of the SC CARES Program and the State’s Non-Profit and Small Business Assistance Programs.
- Established policies, procedures, and documentation for the end-to-end grants management process.
- Developed reporting and documentation processes in accordance with federal funding requirements.
- Managed a team responsible for developing the program guidelines, standard operating procedures, templates, and forms required for the SC CARES Program and Non-Profit and Small Business Assistance Programs.
- Provided oversight to the intake team and provided assistance in the review, approval, or denial of all subrecipient and beneficiary funding requests.
- Provided as-needed technical assistance and training to the State on federal regulatory compliance.
- **CONTACT:** To be provided upon request.

Project: State of South Dakota

Provided professional grant management services to the State of South Carolina for oversight and compliance of federal funds received in response to COVID-19 through the CARES Act:

- Established policies, procedures, and documentation for the end-to-end grants management process.
- Provided strategic planning and program development, program administration, and developed recordkeeping and reporting procedures.
- Conducted intake, review, and approval or denial of all subrecipient funding requests.

- Developed a comprehensive compliance monitoring program and provided oversight over all compliance monitoring activities.
- Identified funding and eligibility requirements of federal funding available in response to COVID-19 and developed strategy for State of South Dakota's response using a current state assessment and prioritization based on funding.
- Provided as-needed technical assistance and training on federal regulatory compliance.
- **CONTACT:** To be provided upon request.

Project: City of Miami, Florida ERAP | 2014 to 2024

NMA manages over 15,000 HCV contracts for Miami-Dade County Public Housing & Community Development (PHCD), including 193 homeownership vouchers and 180 families participating in the FSS program. We earned SEMAP High Performer status for three (3) consecutive years with no single file audit findings. We increased utilization to over 99%, overall file accuracy to over 90%, customer satisfaction to over 90%, and owner participation in the program by over 30%. NMA utilizes the Emphasys Elite software system in the day-to-day administration of the PHCD's HCV program. NMA also provided experienced resources to review and determine eligibility for over 8,000 families who applied under Miami-Dade's Emergency Rental Assistance Program (ERAP). In addition, NMA provides full-service call center support for the PHCD's HCV and ERAP programs.

- [REDACTED]

Project: State of New Jersey ERAP | November 2020 to Present NMA has assisted the New Jersey Department of Community Affairs (DCA) with the design, operation, and implementation of their recent COVID Emergency Rental Assistance Program (CVERAP). NMA provided a full lifecycle technology solution that leveraged our proprietary processing system, which is an application hosted on the secure Azure platform and powered by Podio's CRM system, stored with Amazon Web Services and backed up in separate AWS datacenter, guaranteeing continuity and ironclad security. The seamless applications process allowed for the distribution of over \$90 million in CVERAP assistance to New Jersey residents. In addition to providing ongoing programmatic design and technical assistance, the NMA team provided and oversaw:

- Program management and staffing, which included rapid surge staffing of approximately 300 resources
- Programmatic quality control and quality assurance
- Case management, intake, and eligibility activities
- Ongoing technical assistance related to the CARES Act and COVID funding
- Establishment, staffing, and operation of a full-service call center.
- [REDACTED]

Project: State of Massachusetts ERAP | October 2020 to Present

The State of Massachusetts Department of Housing and Community Development (DHCD) engaged Accenture to evaluate the causes of a large backlog in application processing for the Residential Assistance for Families in Transition (RAFT) program that would enable families to pay their rent and utilities while experiencing a hardship. We provided management and operations support to the largest Regional Administrative Authority (RAA) processing RAFT applications: Metro Housing Boston (MHB), among others, to help eliminate the backlog and prevent it from recurring. We also evaluated several other RAAs that had started reporting significant backlogs as well and provided operational support and process improvement to increase efficiencies. In addition, we provided the

overall PMO for the Eviction Diversion Initiative, process redesign, and embedded operational/implementation support with select RAAs. Furthermore, we partnered with Nan McKay & Associates to provide operational surge capability for processing of backlog applications in order to get assistance to families in a timely and efficient manner.

- [REDACTED]

Project: City of Tulsa ERAP | August 2020 to Present

NMA has assisted the Tulsa Housing Authority (THA) with the design, operation, and implementation of their recent COVID Emergency Rental Assistance Program (ERAP). NMA worked closely with the City of Tulsa, the THA, and a local nonprofit, Restore Hope. Together, we assisted in the distribution of approximately \$40 million in rental assistance to residents. NMA provided for all program management, case management, intake and eligibility, quality control and quality assurance, and financial oversight for ERAP. Additionally, NMA provided for ongoing technical assistance related to the CARES Act and COVID funding. NMA deployed a full lifecycle technology solution that leverages our proprietary processing system, which is an application hosted on the secure Azure platform and powered by Podio's CRM system, stored with Amazon Web Services and backed up in separate AWS datacenter, guaranteeing continuity and ironclad security. Our team also ran a full-service call center to support and promote the ERAP program.

- [REDACTED]

Customer Service Manager

NMA/ Miami Dade HA, Miami, FL | May 2019 – July 2020

- Oversee our customer service team
- Manage and train customer service staff
- Set reasonable customer satisfaction goals and work with team to meet them on a consistent basis
- Interact with customers on a daily basis, responding to their questions and guiding them to the appropriate service

Operations Supervisor

NMA/ Miami Dade HA, Miami, FL | July 2014 – May 2019

- Monitor production, quality control and data integrity of transactions completed by staff
- Ensure staff meet and/or exceed NMA performance standards
- Ensure staff compliance with the Housing Authority's Administrative Plan, Standard Operating Procedures and HUD regulations
- Determine staff training needs; coordinate and provide appropriate training, coaching, etc.
- Completion of performance plans, evaluations and disciplinary actions
- Evaluate procedures and processes and provide recommendations for program excellence
- Ensure staff provides professional and comprehensive customer service to internal and external customers

Program Analyst II

Quadel Consulting/ Miami Dade HA, Miami, FL | January 2014 to July 2014

- Directed a staff of Quality Management and Performance Specialists to ensure quality and SEMAP requirements are met for all PHA's
- Developed and issues regular quality control reports, on a monthly or other appropriate interval, including statistical results, analyses, and recommendations
- Implemented and monitored quality control standards; evaluates measures employed and their usefulness; recommends changes as needed
- Worked closely with the Program Manager to define and develop effective performance indicators and quality control goals and guidelines
- Coordinated with Program Manager for audit preparation, SEMAP reviews and confirmation and submission of documents/electronic files to on-site team
- Provided training and support to the processors and to the call center agents

Program Analyst I

Quadel Consulting/ Miami Dade HA, Miami, FL | July 2012- January 2014

- Monitored EIV reporting and assignment for corrective action (deceased, multiple subsidy, identity verification, citizenship, debts owed)
- Conducted quality control checks of all automated systems including the document management system
- Conducted a random sample of follow-up audits to ensure that errors detected during initial quality control reviews are corrected in the relevant systems
- Assisted Management with annual reviews or other HUD initiated compliance tasks, and any other duties as assigned
- Monitored System of Record and works with the Operations Manager to ensure corrections are made and that corrective actions are implemented to prevent future occurrences

Quality Management Specialist

Quadel Consulting/ Miami Dade HA, Miami, FL | June 2010 – July 2012

- Conducted quality control reviews according to quality control protocol for eligibility, move-ins, annual re-certifications and interim certifications
- Reported any QC errors using QualCheck (Quality Management System)
- Met with Team Leaders and Management to review quality assurance findings and related strategies for corrective action

Housing Specialist

Quadel Consulting/ Miami Dade HA, Miami, FL | March 2009 – June 2010

- Managed a monthly case load of 50-60 files in a housing program assisting 13,500 households
- Responsible for the timely completion of annual re-certifications, interims, move-ins and portability certifications
- Scheduled recertification appointments with participant and conducted interviews
- Collected recertification information, including income and household changes
- Obtained current, third party verification in accordance with program requirements and procedures
- Calculated maximum and allowable contract rents, tenant and housing authority portions, utility allowance, applied correct payment standard and subsidy standards
- Conducted rent reasonableness and negotiated rents with prospective landlords



Chad Coalier

Senior Director of Technology

EXPERTISE

- ☑ Technology Architecture
- ☑ Software Development
- ☑ Technology Solutions
- ☑ Infrastructure
- ☑ Content Management
- ☑ Application Development

EDUCATION

DePaul University | Chicago, IL
Master of Business Administration

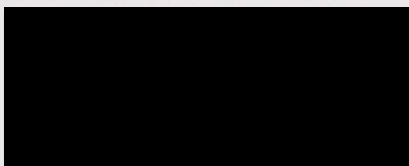
St. Louis University | St. Louis, MO
Bachelor of Arts

CERTIFICATIONS

M.C.A.D

Programmer for Java 2 Platform

CONTACT INFORMATION



EXPERIENCE

Senior Director of Technology

Nan McKay & Associates, Inc., El Cajon, CA | 2019 to Present

- Responsible for managing all technology including architecture, software development, infrastructure, content development, and help desk functions.

Director of Technology

Nan McKay & Associates, Inc., El Cajon, CA | 2005 to 2019

- Lead the redesign / redevelopment of company's flagship learning / assessment management system.

Development Manager/Architect

Extendicare | 2005

- Managed the consolidation and migration of company intranets/extranets onto a single SharePoint Portal 2003 platform for a large health services company. Intranet/extranet is used to target health-care content to over 35,000 employees and business partners.
- Conceived and developed a managed care facility "dashboard" which allows senior management to track financial information and events for over 800 facilities.
- Managed the development of a content management system that facilitated the publishing and distribution of more than a 1,000 different financial and operations reports via the company intranet.

Architect/Project Manager

Corning Display Technologies | 2004 to 2005

- Developed a tracking system to persist, manage, and report on operational data for 3 flat-screen glass factories based in Taiwan and Japan that produced components used in LCD and plasma-screen monitors.
- Developed .NET-based system to allow operational managers to track more than 3,500 factory employees as they progress through more than 400 different "on-the-job" training activities relating to the production of industrial glass.
- Managed team of technical resources and analysts throughout the development life-cycle to collect and analyze requirements, create Use Cases, architect solution, develop application, perform system-testing, and deploy solution.
- Employed ASP.NET, C#, VBA, XML, and SQL Server 2000 technologies.

Manager, Development of Operations Support System

Houghton Mifflin | 2004

- Responsible for the custom development and operational support of a content management and digital publishing system for a \$1.5 billion publishing company.
- The system managed the creation of educational literature and supported an active base of 500+ users.
- Directed overall application architecture, design, and technical implementation.
- Successfully implemented an Adobe InDesign-based Variable Data Publishing module that allowed company to move from a manual to automated process for output of testing materials providing significant cost and time savings.

- Managed a team of software engineers, project managers, analysts, quality assurance, and technical writers in support of development efforts. Development platform was based on .NET framework, C#, VB.NET, MS SQL-Server, and Adobe publishing technologies.
- Designed functional and technical architecture blueprint to redesign workflow.
- Drove implementation of an iterative software development life-cycle based on the Rational Unified Process (RUP) and associated products.

Project Manager, Enterprise Architecture Group

Aon

- Portal and SOA Strategy Team - Directed a technology strategy team comprised of technical architects, product development analysts, and company directors. Primary objective of team was to develop a portal-centric EAI strategy, which identified how overlapping functionality could be simplified into a SOA.
- Client-facing Portal – Managed the development and operations of client-facing corporate portal and associated web-based risk analysis products. Portal was used by 300+ clients with over 10,000 registered users.

Architect, External Facing Systems Group

Aon

- Lead developer and architect for a development group, establishing software development standards and practices for a systems group and implementing a Rational Unified Process (RUP) software development methodology.
- “Toxic Tort” Claims Reporting System – Architected and developed a tracking system for claims relating to Asbestos legal actions. Developed system interfaces and components using ASP.NET, C#, and Oracle. Responsible for entire development life-cycle including requirements gathering, creation of UML documentation, application development, and deployment.
- Gained architecture and design experience with portals, collaboration tools, J2EE, .NET Framework, Service Orientated Architectures (SOA), XML, UML, transactional design, LDAP, single-sign-on, content deployment, reporting, and database technologies.

Senior Software Developer, Information Products Group

Universal Access | 2000 to 2001

- Participated as a software engineer, application architect, and team lead in a full life-cycle software development group that focused on developing systems for internal/external clients in the telecommunications industry.
- Successfully developed and implemented “Web Quote” an automated online quoting system that allowed clients to receive price quotes for data network lines. Application was built using J2EE/WebLogic and Oracle 9i.
- Experience designing and developing search, graphical information systems (GIS), costing/pricing, and market-exchange applications utilizing J2EE technologies.
- Utilized various model-driven architecture techniques to develop business data objects and application components. Techniques included: UML, software engineering patterns, XML, and ERD diagrams.
- Significant experience in designing and programming business logic middleware components using J2EE, Visual Studio 6.0, XML, and database technologies.
- Drove migration strategy to a J2EE, WebLogic, and Oracle platform from Microsoft.

Sammy Rosario

Process Improvement Manager

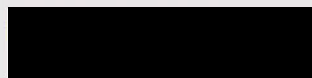
EDUCATION

Seminole Community College
Business Administration

CERTIFICATIONS

IBM Server
Library & Objects
CL Programming

CONTACT INFORMATION



PROFILE

Sammy Rosario facilitates process improvement and provide project management services across management and administrative departments to improve the quality of work and staff satisfaction. Working closely with project directors, consultants, and corporate teams, to utilize state of the art technology and other software systems in their current state, including process automation, database management software, and department-specific data; to identify and prioritize improvement opportunities, and design and implement new processes and programs in diverse administrative areas.

EXPERIENCE

Process Improvement Manager

NMA | 2019 to Present

- Independently customized and implement process improvement methodologies.
- Transition manual intensive task into program automation via business intelligence tools.
- Analyzed current management data to develop strategies around discrepancies in manual analytical data.
- Consult with management to expediently take process improvement ideas from inception to implementation using project management techniques.
- Transform technology to position programs to have dramatic results. Design business-focused IT strategies to maximize now opportunities while preparing for the future.

Project: State of South Carolina

Provided professional grant management services to the State of South Carolina for oversight and compliance of federal funds received in response to COVID-19 through the CARES Act:

- Developed strategy for State of South Carolina's response using a current state assessment and prioritization based on funding.
- Assisted in the development of the SC CARES Program and the State's Non-Profit and Small Business Assistance Programs.
- Established policies, procedures, and documentation for the end-to-end grants management process.
- Developed reporting and documentation processes in accordance with federal funding requirements.
- Managed a team responsible for developing the program guidelines, standard operating procedures, templates, and forms required for the SC CARES Program and Non-Profit and Small Business Assistance Programs.
- Provided oversight to the intake team and provided assistance in the review, approval, or denial of all subrecipient and beneficiary funding requests.
- Provided as-needed technical assistance and training to the State on federal regulatory compliance.
- **CONTACT:** To be provided upon request.

Project: State of South Dakota

Provided professional grant management services to the State of South Carolina for oversight and compliance of federal funds received in response to COVID-19 through the CARES Act:

- Established policies, procedures, and documentation for the end-to-end grants management process.
- Provided strategic planning and program development, program administration, and developed recordkeeping and reporting procedures.
- Conducted intake, review, and approval or denial of all subrecipient funding requests.
- Developed a comprehensive compliance monitoring program and provided oversight over all compliance monitoring activities.
- Identified funding and eligibility requirements of federal funding available in response to COVID-19 and developed strategy for State of South Dakota's response using a current state assessment and prioritization based on funding.
- Provided as-needed technical assistance and training on federal regulatory compliance.
- **CONTACT:** To be provided upon request.

Project: Harris County, Texas

Provided program strategy, planning, and execution for the monitoring and compliance of Harris County COVID-19 CRF programs:

- Provided legislative analyses, technical assistance, and program development.
- Provided research and recommendations on effective non-profit partners to act as program administrators for the County's various COVID related recovery programs.
- Established compliance and monitoring structures for both the Small Business Relief Program and the Rental Assistance Program, which included developing compliance and monitoring checklists, testing checklists, and monitoring reporting dashboards for review of the Small Business Relief Program.
- **CONTACT:** To be provided upon request.

Project: City of Miami, Florida ERAP | 2014 to 2024

NMA manages over 15,000 HCV contracts for Miami-Dade County Public Housing & Community Development (PHCD), including 193 homeownership vouchers and 180 families participating in the FSS program. We earned SEMAP High Performer status for three (3) consecutive years with no single file audit findings. We increased utilization to over 99%, overall file accuracy to over 90%, customer satisfaction to over 90%, and owner participation in the program by over 30%. NMA utilizes the Emphasys Elite software system in the day-to-day administration of the PHCD's HCV program. NMA also provided experienced resources to review and determine eligibility for over 8,000 families who applied under Miami-Dade's Emergency Rental Assistance Program (ERAP). In addition, NMA provides full-service call center support for the PHCD's HCV and ERAP programs.

- [REDACTED]

Project: State of New Jersey ERAP | November 2020 to Present NMA has assisted the New Jersey Department of Community Affairs (DCA) with the design, operation, and implementation of their recent COVID Emergency Rental Assistance Program (CVERAP). NMA provided a full lifecycle technology solution that leveraged our proprietary processing system, which is an application hosted on the secure Azure platform and powered by Podio's CRM system, stored with Amazon Web Services and backed up in separate AWS datacenter, guaranteeing continuity and ironclad security. The seamless applications process allowed for

the distribution of over \$90 million in CVERAP assistance to New Jersey residents. In addition to providing ongoing programmatic design and technical assistance, the NMA team provided and oversaw:

- Program management and staffing, which included rapid surge staffing of approximately 300 resources
- Programmatic quality control and quality assurance
- Case management, intake, and eligibility activities
- Ongoing technical assistance related to the CARES Act and COVID funding
- Establishment, staffing, and operation of a full-service call center.

Project: State of Massachusetts ERAP | October 2020 to Present

The State of Massachusetts Department of Housing and Community Development (DHCD) engaged Accenture to evaluate the causes of a large backlog in application processing for the Residential Assistance for Families in Transition (RAFT) program that would enable families to pay their rent and utilities while experiencing a hardship. We provided management and operations support to the largest Regional Administrative Authority (RAA) processing RAFT applications: Metro Housing Boston (MHB), among others, to help eliminate the backlog and prevent it from recurring. We also evaluated several other RAAs that had started reporting significant backlogs as well and provided operational support and process improvement to increase efficiencies. In addition, we provided the overall PMO for the Eviction Diversion Initiative, process redesign, and embedded operational/implementation support with select RAAs. Furthermore, we partnered with Nan McKay & Associates to provide operational surge capability for processing of backlog applications in order to get assistance to families in a timely and efficient manner.

- [REDACTED]

Project: City of Tulsa ERAP | August 2020 to Present

NMA has assisted the Tulsa Housing Authority (THA) with the design, operation, and implementation of their recent COVID Emergency Rental Assistance Program (ERAP). NMA worked closely with the City of Tulsa, the THA, and a local nonprofit, Restore Hope. Together, we assisted in the distribution of approximately \$40 million in rental assistance to residents. NMA provided for all program management, case management, intake and eligibility, quality control and quality assurance, and financial oversight for ERAP. Additionally, NMA provided for ongoing technical assistance related to the CARES Act and COVID funding. NMA deployed a full lifecycle technology solution that leverages our proprietary processing system, which is an application hosted on the secure Azure platform and powered by Podio's CRM system, stored with Amazon Web Services and backed up in separate AWS datacenter, guaranteeing continuity and ironclad security. Our team also ran a full-service call center to support and promote the ERAP program.

- [REDACTED]

Project: Harris County, Texas | Role: Associate II | Present

- NMA, in support of the Guidehouse team, is assisting Harris County with programming related to Harris County's COVID-19 Relief funding and related grants. In addition to legislative analyses, technical assistance, and program development, NMA has assisted with the identification of non-profit partners to act as program administrators, for various COVID related recovery programs.

NMA has established compliance and monitoring structures for both the Small Business Relief Program, and the Rental Assistance Program.

- Developed compliance and monitoring checklists, testing checklists, and monitoring reporting dashboards for review of the Small Business Relief Program.
- Conducted initial risk review of subrecipient administrator

Principal

MRR Technology Group | 2011 to 2019

- Oversee day to day operations of all projects related to remote processing and call center operations. Lead and mentor Service and management personnel in their individual and collective development (including recruitment, training, motivation, and discipline)
- Successful development and implementation of a complete document management transition from a paper environment to a digital environment. Constituted over 17 thousand customer files with over 7.5 million paper scans indexed into one repository and accessible within minutes to the end-user.
- Created a subsidiary that manages over 8 thousand online sales a month over three online platforms. With \$650,000 in sales shipping products worldwide. Negotiated product imports from two separate countries and manage supplier contracts.

CIO

Annetie Machuca & Associates | 2011 to 2013

- Monitored 4 remote offices throughout the United States and Puerto Rico.
- Achieved 100% successfully IT startup and implementation of a call center operators through all offices utilizing a centralized systems, centralized document management system, and centralized all hardware and software solution to a cloud-based infrastructure where all offices were on one working network.
- Lead 10 Developers and IT support specialists to design outside the box ideas providing efficiencies and cost-effective solutions to their clients.

Director

Omnicare Inc | 1999 to 2012

- Responsible for the process improvement for over 1200 long term care pharmacies within the United States.
- Hub and Spoke implementation. Where we utilized strategic demographic locations as HUBs to process the labor-intensive task and provide complete support to those locations where the labor was higher cost and or limited quality labor.
- Lead transition team to convert recently purchased pharmacies from their process to corporate mandate processes.
- Oversight of Call Center operations in India with over 2000 call center/data entry operators.
- Lead team in the transition to centralize all pharmacies into one processing software company-wide which integrated with an automated document management solution.
- Monitor the profitability of all outsourcing projects for larger profit margins



Daniela Núñez Senior Consultant

EXPERTISE

- ☑ CDBG-DR
- ☑ Grant Administration
- ☑ Housing
- ☑ Procurement
- ☑ HUD Regulations
- ☑ Disaster Recovery & Resilience
- ☑ CRF Funding
- ☑ Regulatory Compliance

EDUCATION

Rutgers University | New Brunswick, NJ

Master of Arts, City & Regional Planning

University of California | San Diego, CA

Bachelor of Arts, Urban Studies & Planning

Bachelor of Arts, Ethnic Studies

CERTIFICATIONS

FEMA Emergency Protective Measures

FEMA Documenting Disaster Damage and Developing Project Files

PROFILE

Ms. Daniela Núñez is a consultant with Nan McKay & Associates (NMA). Ms. Núñez has worked on the creation of CDBG-DR funded housing programs in various municipalities. Most recently Ms. Núñez was working in the Midwest focusing on compliance monitoring and close-out for CDBG-DR funded projects. Mr. Núñez has worked on projects across the country including, the Midwest, Texas, and Puerto Rico providing grant administration, technical assistance, and training materials to CDBG-DR grantees. She is a strong leader who is experienced in procurement, HUD regulations, grant administration and disaster recovery.

EXPERIENCE

Senior Consultant

Nan McKay & Associates, Inc., El Cajon, CA | July 2019 to Present

- **Past Positions:**
- Consultant | Nan McKay & Associates, Inc. | July 2017 to June 2019

Project: *State of South Carolina*

Provided professional grant management services to the State of South Carolina for oversight and compliance of federal funds received in response to COVID-19 through the CARES Act:

- Developed strategy for State of South Carolina's response using a current state assessment and prioritization based on funding.
- Assisted in the development of the SC CARES Program and the State's Non-Profit and Small Business Assistance Programs.
- Established policies, procedures, and documentation for the end-to-end grants management process.
- Developed reporting and documentation processes in accordance with federal funding requirements.
- Managed a team responsible for developing the program guidelines, standard operating procedures, templates, and forms required for the SC CARES Program and Non-Profit and Small Business Assistance Programs.
- Provided oversight to the intake team and provided assistance in the review, approval, or denial of all subrecipient and beneficiary funding requests.
- Provided as-needed technical assistance and training to the State on federal regulatory compliance.
- **CONTACT:** To be provided upon request.

Project: *State of South Dakota*

Provided professional grant management services to the State of South Carolina for oversight and compliance of federal funds received in response to COVID-19 through the CARES Act:

- Established policies, procedures, and documentation for the end-to-end grants management process.
- Provided strategic planning and program development, program administration, and developed recordkeeping and reporting procedures.
- Conducted intake, review, and approval or denial of all subrecipient funding requests.
- Developed a comprehensive compliance monitoring program and provided oversight over all compliance monitoring activities.

CONTACT INFORMATION

- Identified funding and eligibility requirements of federal funding available in response to COVID-19 and developed strategy for State of South Dakota's response using a current state assessment and prioritization based on funding.
- Provided as-needed technical assistance and training on federal regulatory compliance.
- **CONTACT:** To be provided upon request.

Project: *Harris County, Texas*

Provided program strategy, planning, and execution for the monitoring and compliance of Harris County COVID-19 CRF programs:

- Provided legislative analyses, technical assistance, and program development.
- Provided research and recommendations on effective non-profit partners to act as program administrators for the County's various COVID related recovery programs.
- Established compliance and monitoring structures for both the Small Business Relief Program and the Rental Assistance Program, which included developing compliance and monitoring checklists, testing checklists, and monitoring reporting dashboards for review of the Small Business Relief Program.
- **CONTACT:** To be provided upon request.

Project: *City of Joplin, MO* | Role: *Compliance Monitor* | *July 2017 to Present*

- Manages, defines, plans, and executes all aspects of a project lifecycle.
- NMA created the Joplin Homebuyer Assistance Program which has provided over \$13 million in DR assistance to approximately 500 families in an expedited timeframe. Ms. Núñez currently provides support for the on-going monitoring and manages all related technical programmatic issues.
- Specializes in regulatory compliance as it relates to both infrastructure and affordable housing.
- Conducts the compliance monitoring and technical assistance for both subrecipient and city projects.
- Facilitates and guides client communications.
- Creates technical assistance materials and training workshops for grantee and subrecipient staff and contractors.
- Community outreach specialist.
- Oversees the closeout process for the CDBG-DR grantee.

Project: *Harris County, TX* | Role: *Associate* | *January 2018 to Present*

- Provides project supports for the creation of nine housing programs that benefit low- and moderate-income individuals including: temporary housing, down payment assistance, residential buy-out, and rehabilitation reconstruction.
- Assists with the development of resiliency programming for infrastructure, housing, and economic development for the county through the creation of a commercial buyout program.
- Facilitates grant startup activities including action plan development, program design, development of program guidelines and standard operating procedures.
- Provides support for all redevelopment activities.

Project: Santa Monica, CA - COVID | Role: Associate | May 2020 to June 2020

- Provided technical assistance and research for health care systems in Santa Monica regarding COVID-19 and federal funding available.
- Conducted extensive review of policy documents that were submitted to FEMA for grant consideration.

Project: Wayne County EDA Grants | Role: Associate | July 2020 to Present

- Conducts technical assistance and research regarding EDA grants and assists with the development of the grant application packets.
- Facilitates and guides client communications with multiple parties.

Graduate Student

Rutgers University, New Brunswick, NJ | August 2015 to May 2017

Project: Environmental Planning Graduate Studio | Role: Education Specialist | January 2017 to May 2017

- Collaborated with a partner to design a curriculum and implement an educational program for children on indoor air quality and heat waves.
- Interviewed residents in both Spanish and English to understand their knowledge of heat waves, heat safety and their adaptive activities during heatwaves.
- Communicated with the Housing Authority staff and student team of 16 on a weekly basis through phone calls, email, and in person visits.

Project: Housing & Community Development Graduate Studio | Role: Studio Member | September 2016 to December 2016

- Collaborated with community partners, New Jersey Community Capital, Esperanza, and Unity Square to survey and take inventory of the housing stock in designated neighborhoods and the city of New Brunswick.
- Used Loveland, an online parcel map application to create a survey and implement it parcel by parcel.
- Prepared and cleaned data sources including MOD IV tax assessment data, SRI-A sales data, American Community Survey, and U.S. Census data to identify trends in New Brunswick's changing housing market.
- Presented and delivered a presentation, maps, and 20-page report to the community groups which outlined potential properties that could be acquired through the abandoned properties rehabilitation act.
- Delivered the final graphic design of the written report and PowerPoint presentation.

Environmental Planning Intern

City of San Diego, San Diego, CA | June 2016 to August 2016

- Reviewed projects submitted to the City of San Diego to determine whether there were significant environmental impacts, and to assess if further mitigations were needed.

- Mapped locations of archeological artifacts, by hand, found within the City of San Diego for the city's archives.
- Analyzed and interpreted site plans and technical drawings to ensure they followed the California Environmental Quality Act guidelines.
- Assisted with the determination of whether a negative declaration, mitigated negative declaration, or environmental impact report was needed for the projects based on the biology, historical artifacts, and paleontological reports.
- **CONTACT:** To be provided upon request.

Living Lab Intern

Ocean Discovery Institute, San Diego, CA | January 2014 to June 2014

- Collaborated with architects and designers in order to build a lab facility for underserved students in City Heights.
- Researched innovative, green, and sustainable building materials, as well as new educational aspects for outdoor play through design.
- Conducted grant research for the Living Lab Project in order to reach the overall fundraising goal of \$16 million.





Dave Sagers

Program Manager/
Director

EXPERTISE

- ☑ Affordable Housing Development
- ☑ Housing Financing and Financial Modeling
- ☑ HUD Compliance
- ☑ Strategic Planning
- ☑ Project Management
- ☑ Organizational Change

EDUCATION

Rensselaer Polytechnic Institute |
Hartford, CT
Masters of Business Administration

Trinity College | Hartford, CT
*Bachelor of Arts, English and
Computer Coordinate*

CERTIFICATIONS

Novogradac Property Compliance
Certification

Market Research Certificate,
University of Georgia

CONTACT INFORMATION



PROFILE

Dave Sagers is a customer-centric strategist, business leader and project manager, focused on results and social impact. His experience encompasses leadership in several consulting and product companies, including over 20 years providing products and service for the affordable housing industry.

EXPERIENCE

Principal

Sagers & Associates, Hartford, CT | November 2016 - Present

Nan McKay & Associates, Harris County CDBG DR | Project Manager | August 2018 - Present

- Managed the planning and operations phases for the CDBG-DR Single Family New Construction program. This involved identifying policy decisions and options for decision-makers, developing program metrics and reporting, defining program processes, and ongoing management and coordination of land acquisition and single family development among departments, including Community Services, Planning & Development, Engineering, Budget Management and Real Property.
- Translated program needs into business requirements for software vendor to build the system of record for all CDBG-DR programs. Also assisted with procurement, contracting, and developed project governance metrics and reporting.



Project: State of South Carolina

Provided professional grant management services to the State of South Carolina for oversight and compliance of federal funds received in response to COVID-19 through the CARES Act:

- Developed strategy for State of South Carolina's response using a current state assessment and prioritization based on funding.
- Assisted in the development of the SC CARES Program and the State's Non-Profit and Small Business Assistance Programs.
- Established policies, procedures, and documentation for the end-to-end grants management process.
- Developed reporting and documentation processes in accordance with federal funding requirements.
- Managed a team responsible for developing the program guidelines, standard operating procedures, templates, and forms required for the SC CARES Program and Non-Profit and Small Business Assistance Programs.
- Provided oversight to the intake team and provided assistance in the review, approval, or denial of all subrecipient and beneficiary funding requests.
- Provided as-needed technical assistance and training to the State on federal regulatory compliance.
- CONTACT: To be provided upon request.

Project: State of South Dakota

Provided professional grant management services to the State of South Carolina for oversight and compliance of federal funds received in response to COVID-19 through the CARES Act:

- Established policies, procedures, and documentation for the end-to-end grants management process.
- Provided strategic planning and program development, program administration, and developed recordkeeping and reporting procedures.
- Conducted intake, review, and approval or denial of all subrecipient funding requests.
- Developed a comprehensive compliance monitoring program and provided oversight over all compliance monitoring activities.
- Identified funding and eligibility requirements of federal funding available in response to COVID-19 and developed strategy for State of South Dakota's response using a current state assessment and prioritization based on funding.
- Provided as-needed technical assistance and training on federal regulatory compliance.
- **CONTACT:** To be provided upon request.

Project: Harris County, Texas

Provided program strategy, planning, and execution for the monitoring and compliance of Harris County COVID-19 CRF programs:

- Provided legislative analyses, technical assistance, and program development.
- Provided research and recommendations on effective non-profit partners to act as program administrators for the County's various COVID related recovery programs.
- Established compliance and monitoring structures for both the Small Business Relief Program and the Rental Assistance Program, which included developing compliance and monitoring checklists, testing checklists, and monitoring reporting dashboards for review of the Small Business Relief Program.
- **CONTACT:** To be provided upon request.

Durham Housing Authority RAD Conversion | Consultant/Strategist | September 2017 to March 2019

- Provided technology strategy, roadmap and execution support for a public housing authority converting their portfolio of properties from the Public Housing program to a HUD project-based subsidy model.

- [REDACTED]

Greater Dayton Premier Management Portfolio RAD Conversion | Consultant/Strategist | October 2017 to April 2018

- Provided recommendations and action plan for operational transformation required for a portfolio conversion from public housing to project-based housing. Report scope included operating pro formas, management evaluation, staffing levels, training and technology.

- [REDACTED]

Real Estate Portfolio Development | Owner/Manager | January 2016 to December 2018

- Acquired a portfolio of affordable multi-family developments with financial partners. Functioned as asset manager, while hiring property management and contractors for day to day operations.

- [REDACTED]

Director of Market Intelligence

HAI Group, Cheshire, CT | January 2016 to October 2016

Housing Product Development | Leader | January 2016 to October 2016

- Functioned as company liaison to critical industry partners, including HUD, Public Housing industry groups, and the GAO.
- Worked with leadership team to develop products/services and go to market strategy for debt and equity products to fund affordable housing development.

CEO/COO

Housing Systems Solutions, Cheshire, CT | April 2011 to January 2106

HousingHub | Leader | April 2011 to January 2016

- Lead a team of up to 110 employees and contractors to build and market an enterprise software solution for the affordable and public housing industry. The product encompassed property management, client management, and financial management for LIHTC, Public Housing, and Section 8 programs. Built and lead teams to manage product development, sales, support and marketing

Vice President of Information and Learning Technologies

HAI Group, Cheshire, CT | September 2007 to April 2011

Housing Television Network | Leader | September 2007 to April 2011

- Lead a team that developed on-line learning content and certifications for public and affordable housing organizations. Provided content on property management public housing, Section 8, and general HUD compliance. Dramatically expanded usage and customer base through better learning techniques, relevant content, and partnerships with content providers.



Julie Hartlé

Senior Consultant & Trainer

EXPERTISE

- ☑ Technical Advisor
- ☑ Regulatory Compliance
- ☑ Fair Housing
- ☑ Housing Choice Voucher
- ☑ Public Housing
- ☑ Professional Development

EDUCATION

University of California | Irvine, CA

Juris Doctor

Wellesley College | Wellesley, MA

Bachelor of Arts, Chinese Studies

CERTIFICATIONS

Housing Choice Voucher Specialist

Public Housing Specialist

FSS Housing Specialist

Fair Housing and Reasonable Accommodation

PROFILE

Ms. Julie Hartlé has been a trainer and consultant with NMA since 2008. Julie has in-depth knowledge of HUD regulations, particularly related to the HCV and public housing programs. Julie has trained hundreds of housing authority staff and agencies ranging in size from small operations to the largest agency in the country. Prior to joining NMA, Julie worked as an international bilingual trainer (English/Chinese) for several technology companies. She is experienced in curriculum development and documentation, including online technology guides.

EXPERIENCE

Senior Consultant

Nan McKay & Associates, Inc., El Cajon, CA | Oct. 2017 to Present

- CDBG-DR team for Harris County, Texas--allocating \$1.2+ billion dollars in CDBG-DR grants from HUD.
- Fair Housing compliance expert.

Project: State of South Carolina

Provided professional grant management services to the State of South Carolina for oversight and compliance of federal funds received in response to COVID-19 through the CARES Act:

- Developed strategy for State of South Carolina's response using a current state assessment and prioritization based on funding.
- Assisted in the development of the SC CARES Program and the State's Non-Profit and Small Business Assistance Programs.
- Established policies, procedures, and documentation for the end-to-end grants management process.
- Developed reporting and documentation processes in accordance with federal funding requirements.
- Managed a team responsible for developing the program guidelines, standard operating procedures, templates, and forms required for the SC CARES Program and Non-Profit and Small Business Assistance Programs.
- Provided oversight to the intake team and provided assistance in the review, approval, or denial of all subrecipient and beneficiary funding requests.
- Provided as-needed technical assistance and training to the State on federal regulatory compliance.
- **CONTACT:** To be provided upon request.

Project: State of South Dakota

Provided professional grant management services to the State of South Carolina for oversight and compliance of federal funds received in response to COVID-19 through the CARES Act:

- Established policies, procedures, and documentation for the end-to-end grants management process.
- Provided strategic planning and program development, program administration, and developed recordkeeping and reporting procedures.

CONTACT INFORMATION

- Conducted intake, review, and approval or denial of all subrecipient funding requests.
- Developed a comprehensive compliance monitoring program and provided oversight over all compliance monitoring activities.
- Identified funding and eligibility requirements of federal funding available in response to COVID-19 and developed strategy for State of South Dakota's response using a current state assessment and prioritization based on funding.
- Provided as-needed technical assistance and training on federal regulatory compliance.
- **CONTACT:** To be provided upon request.

Project: *Harris County, Texas*

Provided program strategy, planning, and execution for the monitoring and compliance of Harris County COVID-19 CRF programs:

- Provided legislative analyses, technical assistance, and program development.
- Provided research and recommendations on effective non-profit partners to act as program administrators for the County's various COVID related recovery programs.
- Established compliance and monitoring structures for both the Small Business Relief Program and the Rental Assistance Program, which included developing compliance and monitoring checklists, testing checklists, and monitoring reporting dashboards for review of the Small Business Relief Program.
- **CONTACT:** To be provided upon request.

Project: *Harris County, Texas* | Role: *Consulting Manager* | *Present*

- NMA, in support of the Guidehouse team, is assisting Harris County with programming related to Harris County's COVID-19 Relief funding and related grants. In addition to legislative analyses, technical assistance, and program development, NMA has assisted with the identification of non-profit partners to act as program administrators, for various COVID related recovery programs. NMA has established compliance and monitoring structures for both the Small Business Relief Program, and the Rental Assistance Program.
- Developed compliance and monitoring checklists, testing checklists, and monitoring reporting dashboards for review of the Small Business Relief Program.
- Conducted initial risk review of subrecipient administrator
- [REDACTED]

Harris County CDBG DR | Senior Consultant | *January 2018-Present*

- CDBG-DR regulatory and FR notice compliance
- Fair Housing compliance
- Created and implemented: action plans, memoranda of understanding with direct recipient, community outreach plan, affirmatively furthering fair housing plan, program guidelines, and standard operating procedures
- Eminent domain analysis using federal requirements and state law
- Responded to public comment
- Created policies and procedures for all housing-related disaster relief projects
- Conducted CDBG-DR program training
- Conduct community outreach and outreach with community stakeholders

- [REDACTED]

FHEO Mobility Toolkit | Senior Consultant | October 2017 – February 2018

- Subject Matter expert advising HUD contractors on elements of Housing Choice Voucher Program, Fair Housing law, and best practices in housing counseling.
- [REDACTED]

Administrative Plan Update | Senior Consultant | November 2017-December 2017

- Overhauled and updated Housing Choice Voucher Administrative Plan with managing staff at Panhandle Community Services
- Created new procedures with management team to ensure regulatory and Fair Housing compliance
- [REDACTED]

Law Clerk

Public Law Center, Housing and Veterans' Services Department | Oct. 2015 to Aug. 2016

- Law Clerk Assisting lead attorneys in low-income housing litigation with special emphasis on veterans' housing needs.

Housing Defense and Veterans' Rights Defense | Law clerk | October 2015 – August 2016

- Drafted motions for clients in unlawful detainer proceedings, represented clients in housing authority administrative hearings, drafted reasonable accommodation letters and demand letters to landlords and property management.
- Conducted research for housing impact litigation, organized and notated evidence in discovery, organized evidence for depositions, interviewed potential plaintiffs for impact litigation, identified and contacted experts for impact litigation.
- [REDACTED]

Consultant

Nan McKay & Associates, Inc., El Cajon, CA | Aug. 2012 to Oct. 2017

- Expert in laws, regulations, and best practices in the field of HUD low-income housing programs including public housing, the Housing Choice Voucher Program, the Family Self-Sufficiency Program, and other HUD offerings. Working on a contract basis.
- Analyzed low-income housing program administration for housing authorities across the nation. Identified areas of inefficiency and regulatory noncompliance and worked with management to create plans for improving performance and compliance.
- Served as Interim Admissions Manager for the Housing Choice Voucher Program (5,000+ vouchers in size) at the Charlotte Housing Authority in North Carolina.

- [REDACTED]

Trainer

Nan McKay & Associates, Inc., Chicago, IL | June 2008 to Aug. 2012

- Trained and certified thousands of housing authority staff across the nation in the laws, regulations, and best practices for HUD low-income housing programs.
- Created and conducted multiple custom trainings for the Chicago Housing Authority, Housing Authority of the County of Los Angeles, and the New York City Housing Authority.
- Conducted quality control on housing authority files to ensure compliance with HUD requirements.
- Twice recognized as Employee of the Quarter.
- Awarded for outstanding training performance in 2012.
- [REDACTED]

Software Training Content Developer/Business Analyst

Irdeto Software, Carlsbad, CA | March 2006 to June 2008

- Created business requirements for custom product releases for global clients.
- Successfully conducted software analysis and training for multimillion-dollar media conglomerate in India.
- Designed and created hundreds of online training materials, style guides, presentations, and demonstrations.
- [REDACTED]



James Karner

Associate II

EXPERTISE

- ✔ Disaster Recovery & Resilience
- ✔ Procurement
- ✔ Federal Regulations
- ✔ Case Management
- ✔ Training & Development
- ✔ Monitoring & Compliance
- ✔ HCV & Public Housing

EDUCATION

Roosevelt University | Chicago, IL
Bachelor, Economics

Roosevelt University | Chicago, IL
Bachelor, Sociology

CERTIFICATIONS

FEMA Institute Emergency
Protective Measures &
Documenting Disaster Damage
Low-Income Housing Tax Credit
HCV & Public Housing Specialist

CONTACT INFORMATION



PROFILE

James is a Senior Consultant at Nan McKay & Associates (NMA) and has extensive knowledge of federal disaster recovery grants management and procurement requirements as well as affordable housing experience. James possesses a strong skill set in disaster recovery and resiliency program implementation, procurement, federal grant compliance and quality control, training, and employee development. James currently provides clients with ongoing technical assistance and custom trainings that cover multiple aspects of federal disaster recovery grant requirements including procurement, Section 3, Davis Bacon and Related Acts, and income calculation. James also provides support and guidance to clients on program guidelines and implementation to ensure compliance with federal regulations and requirements.

EXPERIENCE

Senior Consultant/Trainer

Nan McKay and Associates, San Diego, California | 2012 - Present

- Conduct targeted research for entities in need of COVID-19 disaster relief to help identify, apply for, secure, and administer the most advantageous funding based on each entities specific needs.
- Develop materials used to provide Technical Assistance Trainings to Grantees and Subrecipients of Community Development Block Grant Disaster Recovery funding on various aspects of the program and requirements including procurement, program income, Section 3, MWBE, and prevailing wage
- Create guidelines, policies and procedures for multiple disaster recovery housing programs utilizing Community Development Block Grant Disaster Recovery funds
- Conduct compliance monitoring and provide guidance to grantees and subrecipients of Community Development Block Grant Disaster Recovery funds to ensure funds are utilized and spent in accordance with federal, state and local requirements by identifying findings and concerns and assisting the grantees and subrecipients in addressing all issues.
- Train Public Housing and Housing Choice Voucher Specialist and Rent Calculation certification classes which cover HUD regulations on multiple areas of the program including waitlist, leasing, fair housing, and rent calculation.
- Develop and conduct ongoing training to over 100 staff for the Housing Choice Voucher program at the Chicago Housing Authority including new hire and update trainings pertaining to all aspects of the program through NMA's Learning Management System.

Project: State of South Carolina

Provided professional grant management services to the State of South Carolina for oversight and compliance of federal funds received in response to COVID-19 through the CARES Act:

- Developed strategy for State of South Carolina's response using a current state assessment and prioritization based on funding.
- Assisted in the development of the SC CARES Program and the State's Non-Profit and Small Business Assistance Programs.
- Established policies, procedures, and documentation for the end-to-end grants management process.

- Developed reporting and documentation processes in accordance with federal funding requirements.
- Managed a team responsible for developing the program guidelines, standard operating procedures, templates, and forms required for the SC CARES Program and Non-Profit and Small Business Assistance Programs.
- Provided oversight to the intake team and provided assistance in the review, approval, or denial of all subrecipient and beneficiary funding requests.
- Provided as-needed technical assistance and training to the State on federal regulatory compliance.
- **CONTACT:** To be provided upon request.

Project: *Harris County, Texas*

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- Provided legislative analyses, technical assistance, and program development.
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- **CONTACT:** To be provided upon request.

Project: *Harris County, Texas* | Role: *Associate II* | *Present*

- NMA, in support of the Guidehouse team, is assisting Harris County with programming related to Harris County's COVID-19 Relief funding and related grants. In addition to legislative analyses, technical assistance, and program development, NMA has assisted with the identification of non-profit partners to act as program administrators, for various COVID related recovery programs. NMA has established compliance and monitoring structures for both the Small Business Relief Program, and the Rental Assistance Program.
- Developed compliance and monitoring checklists, testing checklists, and monitoring reporting dashboards for review of the Small Business Relief Program.
- Conducted initial risk review of subrecipient administrator
- [REDACTED]

Project: *COVID-19 Support Services for Cook County, IL* | Role: *Associate II* | *May 2020 to Present*

- Review, analysis, and recommendation of best practices for Cook County Purchasing and Procurement Procedures and contract templates in relation to COVID-19 expenditures.
- Provide as-needed technical assistance and training on federal regulatory compliance.

Project: *COVID-19 Support Services for Tarrant County, TX* | Role: *Associate II* | *May 2020 to Present*

- Review, analysis, and recommendation of best practices for Tarrant County Purchasing and Procurement Procedures and contract templates in relation to COVID-19 expenditures.
- Provide as-needed technical assistance and training on federal regulatory compliance.

Project: *Harris County Texas Hurricane Recovery* | Role: *Associate II* | 2018 – Present

- For Harris County, James has assisted with the creation and implementation of program guidelines and standard operating procedures for multiple CDBG-DR housing programs. In addition, James has been providing extensive procurement support to ensure compliance with various federal funding sources, including FEMA, CDBG, CDBG-DR, and HOME. This support includes tailored trainings, technical assistance materials, and sessions for Harris County and its various departments that cover federal procurement requirements and internal procedures. James has also provided training and assistance with Harris County's Community Services Department on program eligibility requirements and income calculation for the various CDBG-DR housing programs.

Project: *City of Joplin Disaster Recovery* | Role: *Compliance Monitor* | 2016 - Present

- For the City of Joplin, James provided extensive technical assistance to both the grantee and its subrecipients on federal grants management regulations and requirements. James also provided compliance monitoring for grantee and subrecipient activities. James also provided subject matter expertise to PricewaterhouseCoopers (PwC) and the City of Joplin regarding grantee and subrecipient procurements and projects, and assisted in the development of the City of Joplin Compliance Manual for its CDBG-DR grants.

Project: *Chicago Housing Authority* | Role: *Trainer* | 2012-2016

- For the Chicago Housing Authority, James provided ongoing training to staff on HUD and CHA requirements for the Housing Choice Voucher program. In addition, James provided quality control reviews of applicant and participant files and worked as a finance specialist creating monthly reports and ensuring accuracy of program payments. James also supervised all quality assurance and procurement activities for one of the CHA's primary property management companies and was responsible for the purchasing needs of over 10,000 affordable and public housing units, which required adherence to federal procurement processes. James improved overall Section 3 compliance by ensuring the Section 3 minimum numeric goals for hiring and subcontracting were reached, as well as implementing and managing a Section 3 Internship Program.

Project: *Charlotte Housing Authority* | Role: *Intake Manager* | Spring 2014

- For the Charlotte Housing Authority, James assisted with processing nearly 1000 applicants on the waitlist for eligibility and intake to the Housing Choice Voucher Program. This included managing the waitlist, assisting with calls and inquiries about applicant status, determining income and program eligibility, and conducting intake briefings.

- [REDACTED]

Jose Cotto

Senior Software Engineer

EXPERTISE

- ✔ Information Technology
- ✔ System Architecture
- ✔ Business Intelligence

EDUCATION

University of Phoenix | Puerto Rico
Master of Business Administration,
Technology Management

University of Puerto Rico | Puerto Rico
Master of Science, Software
Engineer

University of Puerto Rico | Puerto Rico
Bachelor of Science, Computer
Science

CERTIFICATIONS

HCV Housing Specialist

Housing Quality Standards (HQS)
Specialist

CONTACT INFORMATION

PROFILE

Mr. Cotto has been with Nan McKay & Associates (NMA) since 2016], and has served as an Innovative strategic IT business leader and experienced programmer analyst with proven success designing, developing and implementing small, medium and large scale technology solutions. He has an extensive knowledge in high-level web development tools, solutions and approaches. Mr. Cotto is recognized as an energetic and persuasive team leader, technical problem solver, strong and influential communicator, and collaborative negotiator with strong integrity and work ethic

EXPERIENCE

Senior Software Engineer & Architect

Nan McKay & Associates Inc., EL Cajon, CA | 2019 to Present

Project: Harris County, Texas

Provided program strategy, planning, and execution for the monitoring and compliance of Harris County COVID-19 CRF programs:

- Provided legislative analyses, technical assistance, and program development.
- Provided research and recommendations on effective non-profit partners to act as program administrators for the County's various COVID related recovery programs.
- Established compliance and monitoring structures for both the Small Business Relief Program and the Rental Assistance Program, which included developing compliance and monitoring checklists, testing checklists, and monitoring reporting dashboards for review of the Small Business Relief Program.
- CONTACT: To be provided upon request.

Project: City of Miami, Florida ERAP

NMA manages over 15,000 HCV contracts for Miami-Dade County Public Housing & Community Development (PHCD), including 193 homeownership vouchers and 180 families participating in the FSS program. We earned SEMAP High Performer status for three (3) consecutive years with no single file audit findings. We increased utilization to over 99%, overall file accuracy to over 90%, customer satisfaction to over 90%, and owner participation in the program by over 30%. NMA utilizes the Emphasys Elite software system in the day-to-day administration of the PHCD's HCV program. NMA also provided experienced resources to review and determine eligibility for over 8,000 families who applied under Miami-Dade's Emergency Rental Assistance Program (ERAP). In addition, NMA provides full-service call center support for the PHCD's HCV and ERAP programs.

- [REDACTED]

Project: State of New Jersey ERAP | November 2020 to Present NMA has assisted the New Jersey Department of Community Affairs (DCA) with the design, operation, and implementation of their recent COVID Emergency Rental Assistance Program (CVERAP). NMA provided a full lifecycle technology solution that leveraged our proprietary processing system, which is an application hosted on the secure Azure platform and powered by Podio's CRM system, stored with Amazon Web Services and backed up in separate AWS datacenter, guaranteeing continuity and ironclad security. The seamless applications process allowed for

the distribution of over \$90 million in CVERAP assistance to New Jersey residents. In addition to providing ongoing programmatic design and technical assistance, the NMA team provided and oversaw:

- Program management and staffing, which included rapid surge staffing of approximately 300 resources
- Programmatic quality control and quality assurance
- Case management, intake, and eligibility activities
- Ongoing technical assistance related to the CARES Act and COVID funding
- Establishment, staffing, and operation of a full-service call center.

Project: State of Massachusetts ERAP | October 2020 to Present

The State of Massachusetts Department of Housing and Community Development (DHCD) engaged Accenture to evaluate the causes of a large backlog in application processing for the Residential Assistance for Families in Transition (RAFT) program that would enable families to pay their rent and utilities while experiencing a hardship. We provided management and operations support to the largest Regional Administrative Authority (RAA) processing RAFT applications: Metro Housing Boston (MHB), among others, to help eliminate the backlog and prevent it from recurring. We also evaluated several other RAAs that had started reporting significant backlogs as well and provided operational support and process improvement to increase efficiencies. In addition, we provided the overall PMO for the Eviction Diversion Initiative, process redesign, and embedded operational/implementation support with select RAAs. Furthermore, we partnered with Nan McKay & Associates to provide operational surge capability for processing of backlog applications in order to get assistance to families in a timely and efficient manner.

- [REDACTED]

Project: City of Tulsa ERAP | August 2020 to Present

NMA has assisted the Tulsa Housing Authority (THA) with the design, operation, and implementation of their recent COVID Emergency Rental Assistance Program (ERAP). NMA worked closely with the City of Tulsa, the THA, and a local nonprofit, Restore Hope. Together, we assisted in the distribution of approximately \$40 million in rental assistance to residents. NMA provided for all program management, case management, intake and eligibility, quality control and quality assurance, and financial oversight for ERAP. Additionally, NMA provided for ongoing technical assistance related to the CARES Act and COVID funding. NMA deployed a full lifecycle technology solution that leverages our proprietary processing system, which is an application hosted on the secure Azure platform and powered by Podio's CRM system, stored with Amazon Web Services and backed up in separate AWS datacenter, guaranteeing continuity and ironclad security. Our team also ran a full-service call center to support and promote the ERAP program.

- [REDACTED]

Senior IT Consultant

AMA Consulting Group LLC, Miami, FL | November 2016 to December 2017

- Maintained existing web applications.
- Provided support for AWS Server instances

- Verified cross-browser, cross-platform, and/or cross-device compatibility for inconsistencies

Senior Programmer Analyst & Tech Lead

AMA Consulting Group LLC, Orlando, FL | January 2012 to October 2016

- Participated in the entire Software Development Life Cycle (SDLC) gathering technical and business requirements directly from clients in order to fully understand the needs of the end-users regarding how the application is to be constructed for various clientele and internal projects.
- Lead the analysis of requirements, technical design and integrate a test simulator/assembler, bulk test management, didactic material, students and grades record keeping, and administrative support
- Programmed the front-end and back-end of all application and programs implemented by the company using various technologies such as ASP.NET, C#, Web Forms/MVC5, Web API, SQL, SOAP, REST, XML, JSON, HTML5, CSS3, JavaScript, jQuery, LINQ, Team Foundation Server (TFS) 2010 and SQL Server as a database. Foundation Server (TFS) 2010 and SQL Server as a database.
- Constructed an VMS (Vendor Management System) based on C#, ASP.NET, MVC, Web API 2.0, REST, T-SQL and SQL Server to help managers and staff reconcile the accounting and finance discrepancies in the San Francisco Housing Authority displaying real-time dashboards and reports with financial information from two different accounting software
- Programmed the Online Reexam Portal platform that provides digital forms, documents and resources to people that receive federal subsidize housing, under programs such as Section 8 and Public Housing utilizing ASP.NET, C#, Web Forms, Web API 2.0, Telerik Framework, SQL Server 2012, T-SQL, LINQ, JSON, XML, SOAP, HTML5, CSS3, and jQuery.
- Developed software for the Puerto Rico Housing Choice Voucher program to accept online waiting list applications.
- Ensured that high quality processes and best practices were followed by using continuous improvements methodologies in addition to reviewing and providing feedback on all tech designs, architectural decisions, and technology discussions.
- Provided specialized support to users and maintained the company's electronic data processing apps.
- Programmed the Online Reexam Portal platform that provides digital forms, documents and resources to people that receive federal subsidize housing, under programs such as Section 8 and Public Housing utilizing ASP.NET, C#, Web Forms, Web API 2.0, Telerik Framework, SQL Server 2012, T-SQL, LINQ, JSON, XML, SOAP, HTML5, CSS3, and jQuery.

Programmer Analyst

Reach Media Solutions Inc., Puerto Rico | March 2011 to December 2011

- Coordinated IT related activities as a consultant of the company
- Performed project management activities for local municipalities and government entities.
- Programmed the Online Document Management System using various technologies such as Apache, PHP, MySQL, SOAP Web Services, AJAX, JSON, XHTML, CSS3, and jQuery for the Municipality of Aguas Buenas, Puerto Rico.
- Served as a development team leader managing activities for UX/UI designers, web-masters and developers in addition to participating in the full SDLC from

initial requirements gathering to coding and implementation in order to produce database-enabled desktop, web and mobile applications.

- Utilized ASP.NET, C#, Web Forms, SOAP, Telerik Framework, ASO.NET (EF), JSON, XML, HTML5, CSS3, jQuery, AJAX, and SQL Server 2008 to produce the HCV (Section 8) Waiting List Management Portal.

Programmer Analyst

JL Marketing Firm, Puerto Rico | May 2009 to March 2011

- Supervised the Internet Marketing Team and served as the development team leader on major internet marketing-oriented, CMS, CRM and online booking systems for resorts in Puerto Rico and BVIs.
- Generated the Website for American Health Medicare using Apache, PHP, MySQL, SOAP Web Services, AJAX, JSON, XHTML, CSS, and jQuery providing provided a content management system (CMS) for managers and the marketing department.
- Analyzed, designed, and implemented web-based information systems, such as the e-Commerce Portal for Nido Group, using technologies such as PHP, MySQL, SQL Server 2005, ASP.NET C#, VB.NET, SQL Server, WordPress and Joomla, HTML, CSS, JavaScript, jQuery, MooTools, and PHP Nuke.
- Collected design and development requirements from both, clients and designers.
- Performed integrations with multiple API extensions and tools such as Twitter, Facebook, Google Maps, ShareThis and others.
- Integrated advertising systems and APIs such as Google AdSense and Outbrain.
- Identified cross functional browser capabilities issues and developed ways to work around them.
- Monitor user activities using Google Analytics.
- Maintained a good understanding of SEO principles and ensure that applications would adhere to them.
- Prepared and maintained basic graphic design elements by using tools such as Gimp and Photoshop.

Programmer Analyst

Trans-Oceanic Life Insurance Company (TOLIC), Puerto Rico | February 2008 to May 2009

- Prepared business requirements, feasibility analysis and SRS's for new projects and developments.
- Developed database-enabled desktop/web applications and internal operations platforms using Microsoft Technologies such as ASP.NET, VB.NET, SOAP, XHTML, CSS3, jQuery, SSRS, Oracle (Oracle Forms and DBMS) and MS SQL Server.
- Administered the configuration of version control and change management software.
- Served as the change request coordinator between TOLIC and consultants on selected IT projects including Insurance Portfolio Data Migration for Universal Insurance that migrated health policy portfolio data using T-SQL, PL/SQL, SQL Server, and Oracle.
- Responsible for the design and development of a rules-based insurance web and mobile systems.



Jacqueline Stout
Senior Consultant

EXPERTISE

- ✔ Disaster Recovery & Resilience
- ✔ Strategic Planning
- ✔ CDBG-DR Grant Administration
- ✔ Federal Procurement
- ✔ Regulatory Compliance
- ✔ Operational Efficiencies
- ✔ Stakeholder Engagement

EDUCATION

University of Illinois at Chicago | Chicago, IL
Bachelor of Arts, Political Science

CERTIFICATIONS

Public Housing Rent Calculation

CONTACT INFORMATION



PROFILE

Jacqueline is a Senior Consultant at Nan McKay & Associates (NMA) with experience providing disaster recovery grants management, program management, monitoring and compliance, strategic planning, and development of program guidelines and standard operating procedures.

Jacqueline specializes in collaborating with clients to develop and implement improved operational processes and ensure client compliance with local, state, and federal regulations. Jacqueline's expertise is in federal procurement and regulatory compliance, grants management, and policy analysis and development.

EXPERIENCE

Senior Consultant

Nan McKay & Associates, El Cajon, CA | March 2018 to Present

- Provides overall grants strategy, management, administration, and technical assistance for CARES Act, CDBG-DR, FEMA Public Assistance, and other funding sources.
- Performs program design, action plan development, process improvement, and provides realistic and effective recommendations for overall best practices.
- Collaborates with federal, state, and local entities, conducts stakeholder outreach, and provides training.
- Analyzes and develops improved and federally compliant procurement processes and strategies.

Project: State of South Carolina

Provided professional grant management services to the State of South Carolina for oversight and compliance of federal funds received in response to COVID-19 through the CARES Act:

- Developed strategy for State of South Carolina's response using a current state assessment and prioritization based on funding.
- Assisted in the development of the SC CARES Program and the State's Non-Profit and Small Business Assistance Programs.
- Established policies, procedures, and documentation for the end-to-end grants management process.
- Developed reporting and documentation processes in accordance with federal funding requirements.
- Managed a team responsible for developing the program guidelines, standard operating procedures, templates, and forms required for the SC CARES Program and Non-Profit and Small Business Assistance Programs.
- Provided oversight to the intake team and provided assistance in the review, approval, or denial of all subrecipient and beneficiary funding requests.
- Provided as-needed technical assistance and training to the State on federal regulatory compliance.
- **CONTACT:** To be provided upon request.

Project: State of South Dakota

Provided professional grant management services to the State of South Carolina for oversight and compliance of federal funds received in response to COVID-19 through the CARES Act:

- Established policies, procedures, and documentation for the end-to-end grants management process.
- Provided strategic planning and program development, program administration, and developed recordkeeping and reporting procedures.
- Conducted intake, review, and approval or denial of all subrecipient funding requests.
- Developed a comprehensive compliance monitoring program and provided oversight over all compliance monitoring activities.
- Identified funding and eligibility requirements of federal funding available in response to COVID-19 and developed strategy for State of South Dakota's response using a current state assessment and prioritization based on funding.
- Provided as-needed technical assistance and training on federal regulatory compliance.
- **CONTACT:** To be provided upon request.

Project: Harris County, Texas

Provided program strategy, planning, and execution for the monitoring and compliance of Harris County COVID-19 CRF programs:

- Provided legislative analyses, technical assistance, and program development.
- Provided research and recommendations on effective non-profit partners to act as program administrators for the County's various COVID related recovery programs.
- Established compliance and monitoring structures for both the Small Business Relief Program and the Rental Assistance Program, which included developing compliance and monitoring checklists, testing checklists, and monitoring reporting dashboards for review of the Small Business Relief Program.
- **CONTACT:** To be provided upon request.

Project: Grant Assessment, Strategy Formulation and Maximization of CARES Act funding for State of South Carolina | Role: Subject Matter Expert | June 2020 to Present

- Identify funding and eligibility requirements of federal funding available in response to COVID-19 and develop strategy for State of South Carolina's response using a current state assessment and prioritization based on funding.
- Establish the policies, procedures, and documentation for the end-to end grants management process.
- Provide as-needed technical assistance and training on federal regulatory compliance.

Project: COVID-19 Support Services for Cook County, IL | Role: Associate II | May 2020 to Present

- Review, analysis, and recommendation of best practices for Cook County Purchasing and Procurement Procedures and contract templates in relation to COVID-19 expenditures.
- Provide as-needed technical assistance and training on federal regulatory compliance.

Project: COVID-19 Support Services for Tarrant County, TX | Role: Associate II | May 2020 to Present

- Review, analysis, and recommendation of best practices for Tarrant County Purchasing and Procurement Procedures and contract templates in relation to COVID-19 expenditures.
- Provide as-needed technical assistance and training on federal regulatory compliance.

Project: Rapid Assessment of Internal Policies and Procedures for COVID-19 Response for City of Albuquerque, NM | Role: Associate II | April 2020 to Present

- Evaluate current policies and procedures and recommend overall best practices to ensure compliance with requirements of various federal funding sources.

Project: Hurricane Harvey FEMA-PA & Other Grant Administration for Harris County, TX | Role: Associate II | June 2018 to Present

- Overall grants management and program administration of HUD CDBG-DR, FEMA Public Assistance, and other funding sources.
- Procurement guidance and training, development of guidelines and standard operating procedures, oversight and regulatory compliance, project and grant closeout activities, stakeholder and public outreach activities, and providing technical assistance and training on federal regulatory compliance.

Project: Professional Administrative Support Services for City of Joplin CDBG-DR | Role: Consultant | March 2018 to September 2018

- Provided program administration, developed updated policies and procedures, performed risk assessment, identified technical, financial, and regulatory risks, assisted with HUD and other State audit visits, performed regular compliance reviews of CDBG-DR funded projects assessment, and developed written and verbal briefings on CDBG-DR compliance related issues, and providing training to City staff and vendors on CDBG-DR compliance.

Quality Assurance Manager

The Habitat Company, Chicago, IL | July 2016 to March 2018

- Supervised all quality assurance and procurement activities within the Habitat Affordable Group for over 10,000 affordable and public housing units.
- Oversaw all capital improvement projects and construction processes, provided project management, negotiated contract modifications and extensions, and monitored all aspects of the terms of a contract.
- Analyzed and developed procurement and onboarding training processes, ensuring consistent management practices and increased compliance with federal regulations.
- Maintained strong focus on cost efficiency to achieve operational goals.
- Implemented and managed an internal Section 3 Hiring Process.
- CONTACT: To be provided upon request

Associate Resource Manager

Razorfish, Chicago, IL | August 2015 to July 2016

- Supported the Resource Management team to ensure that projects are staffed and employees utilized to the best advantage for the client.

- Communicated assignment and deliverable information to project management and client teams.
- Performed resource planning and allocation and secured future work opportunities.
- **CONTACT:** To be provided upon request

Procurement Specialist

The Habitat Company, Chicago, IL | September 2014 to August 2015

- Managed all outsourced services and supplies for Chicago and St. Louis public housing properties.
- Improved company compliance with Housing and Urban Development (HUD) procurement and compliance requirements.
- Supervised procurement cycle from inception to close out, including conducting outreach, generating estimates, evaluating and analyzing bid responses, and awarding over \$2M in contracts within one fiscal year.
- Monitored vendor relationships, promoted the use of MWDBE and Section 3 businesses, and ensured vendor compliance with federal labor laws.
- **CONTACT:** To be provided upon request

Program Auditor

Chicago Low-Income Housing Trust Fund, Chicago, IL | May 2013 to September 2014

- Managed Rental Subsidy Program agreements and evaluated contracts for compliance.
- Assisted with special projects, including the Streets to Home Initiative and the Multi-Year Affordability through Upfront Investment program (MAUI).
- Conducted assessments of tenant income verification forms, calculated tenant rent, and identified housing for applicants.
- Analyzed programs and initiatives, drafted annual reports, and maintained internal inspection databases.
- **CONTACT:** To be provided upon request

Samantha Acevedo

Junior Consultant

EXPERTISE

- ☑ Communication
- ☑ Community Outreach
- ☑ Public Sector
- ☑ Case Management
- ☑ Disaster Recovery

EDUCATION

University of Southern California |
Los Angeles, CA
Masters in Public Administration
(MPA), 2022

University of California, San Diego
| La Jolla, CA
Bachelor of Arts, Communication

SKILLS

Bilingual in Spanish and English

CERTIFICATIONS

Grant Writing

CONTACT INFORMATION

PROFILE

Ms. Samantha Acevedo is a consultant with Nan McKay & Associates (NMA). Ms. Acevedo has worked in Harris County, Texas where she is working on one of the largest disaster recovery efforts in the country following Hurricane Harvey. These programs include, Buyout program, Homeowner Assistance program, and the Reimbursement program. Ms. Acevedo provides a skillset in Community Outreach, research and communication.

EXPERIENCE

Consultant

NanMckay and Associates, San Diego, CA | October 2018 to Current

Project: State of South Carolina

Provided professional grant management services to the State of South Carolina for oversight and compliance of federal funds received in response to COVID-19 through the CARES Act:

- Developed strategy for State of South Carolina's response using a current state assessment and prioritization based on funding.
- Assisted in the development of the SC CARES Program and the State's Non-Profit and Small Business Assistance Programs.
- Established policies, procedures, and documentation for the end-to-end grants management process.
- Developed reporting and documentation processes in accordance with federal funding requirements.
- Managed a team responsible for developing the program guidelines, standard operating procedures, templates, and forms required for the SC CARES Program and Non-Profit and Small Business Assistance Programs.
- Provided oversight to the intake team and provided assistance in the review, approval, or denial of all subrecipient and beneficiary funding requests.
- Provided as-needed technical assistance and training to the State on federal regulatory compliance.
- **CONTACT:** To be provided upon request.

Project: Harris County, Texas

Provided program strategy, planning, and execution for the monitoring and compliance of Harris County COVID-19 CRF programs:

- Provided legislative analyses, technical assistance, and program development.
- Provided research and recommendations on effective non-profit partners to act as program administrators for the County's various COVID related recovery programs.
- Established compliance and monitoring structures for both the Small Business Relief Program and the Rental Assistance Program, which included developing compliance and monitoring checklists, testing checklists, and monitoring reporting dashboards for review of the Small Business Relief Program.
- **CONTACT:** To be provided upon request.

Project: Harris County, TX | Role: Associate | January 2018 to Present

- Provides project supports for the creation of nine housing programs that benefit low- and moderate-income individuals including: temporary housing, down payment assistance, residential buy-out, and rehabilitation reconstruction.
- Assists with the development of resiliency programming for infrastructure, housing, and economic development for the county through the creation of a commercial buyout program.
- Facilitates grant startup activities including action plan development, program design, development of program guidelines and standard operating procedures.
- Provides support for all redevelopment activities.
- **Single Family New** Creating required forms and documents for Harris County Community service Department.
- **Buyout** Creating required forms and documents for Harris County Community service Department.
- **Homeowner Assistance Program** Creating required forms and documents for Harris County Community service Department.
- **Reimbursement** Creating required forms and documents for Harris County Community service Department.
- **Section 3 Outreach** Contacting organizations in order to invite them to Section 3 workshops lead by NMA to get their feedback on what challenges they think the low-income population faces in terms of obtaining employment or economic opportunities.
- [REDACTED]

Guest Speaker & Volunteer

YMCA, San Diego, CA | Oct. 2017 to Present

- Community outreach and marketing coordinator for membership programming

Intern

Los Cien, Sonoma, CA | June 2015 to Sept. 2015

- Los Cien is a organization that helps Latinos in the Sonoma County. Worked as a marketing and community outreach liaison.



Anaita Kasad

Partner, SME

EXPERTISE

- ☑ Regulatory Analysis
- ☑ Disaster Recovery
- ☑ Grants Management
- ☑ Program Management
- ☑ Compliance Monitoring

EDUCATION

BA Cum Laude, Economics,
University of Pennsylvania

CONTACT INFORMATION



PROFILE

Anaita has over 20 years of consulting experience and specializes in providing oversight and supporting clients with disaster recovery, federal grants management, internal audit, and monitoring and compliance. Anaita's experience includes working with a myriad of public and private sector clients. Anaita's recent focus has been supporting State and Local agencies in the New York Tri-state area navigate federal regulatory compliance requirements and risk management.

EXPERIENCE

NYS Governor's Office of Storm Recovery (GOSR) Superstorm Sandy Disaster Response

State of New York

- For the State of New York, Anaita is currently managing the program management and integrity monitoring of Superstorm Sandy funds. Over the last seven years, this has included CDBG, HMGP, and SSBG. Anaita is currently overseeing a team of consultants at the NY State Governor's Office of Storm Recovery (GOSR), who are reviewing federal grant and state regulations and requirements; identifying gaps in documented policies, processes, roles and responsibilities; creating and designing procedures for all internal and external quality assurance controls to maintain compliance and appropriate funding distribution to eligible applicants; and testing controls to guarantee continuity.

NYC Office of Management and Budget Internal Audit

New York, NY

- For the New York City Office of Management and Budget (OMB), Anaita oversaw a team of consultants creating an internal audit function. The team's focus was the OMB's oversight and management of three federal funding streams for post-Superstorm Sandy recovery: Community Development Block Grant - Disaster Recovery (CDBG-DR) (\$4B); Federal Emergency Management Agency (FEMA) (\$5.4B); and Department of Homeland Security (DHS) (\$141M) annually. To determine whether OMB's operations and activities were compliant with federal regulations and to understand gaps in processes, Anaita and her team worked with OMB and other City agencies. In order to improve OMB's grant management operations, the team issued a series of recommendations that identified gaps at the end of the engagement.

City of Jersey City Community Development Regulatory Compliance Support

Jersey City, NJ

- For the City of Jersey City, Anaita managed the team helping the City improve its project planning, reporting, monitoring, and closeout activities for HUD programs. The team reviewed action plans, roles & responsibilities, and available data to offer recommendations for project planning strategy and dashboard reporting. She also managed the development of monitoring and closeout plans as well as tools and templates to support implementation of the plans.

New York City Housing Authority Compliance Department Design

New York, NY

- For the New York City Housing Authority (NYCHA), Anaita oversaw a team in designing a new Compliance Department. Through extensive stakeholder interviews the team assessed NYCHA's current compliance functions and activities, highlighting compliance gaps or needs, and designing and standing up the agency's Compliance Department, which helped business units across NYCHA better understand and comply with HUD, state, and local regulatory requirements, as well as internal policies and procedures.



Gaurav Menon
Partner, SME

EXPERTISE

- ✔ Grants Management
- ✔ Project Management
- ✔ Program Management
- ✔ Disaster Recovery
- ✔ Quality Control

EDUCATION

Drexel University | Philadelphia, PA
Architectural Engineering, BS

CONTACT INFORMATION



PROFILE

With more than 18 years of professional services experience, Gaurav specializes in supporting public and private sector entities involved in the delivery of large and complex grant programs, with a focus on long-term community development and capital asset rebuilding strategies. Gaurav has been involved in grants management work in Louisiana, Colorado, Texas, New York, Missouri, Japan, and Indonesia. His focus is in dealing with federal grants including HUD CDBG, FEMA PA, FEMA Hazard HM, FHWA grants, and now Coronavirus Relief Funds in Massachusetts, Vermont, Texas, and Michigan. Gaurav has advised clients in the public and commercial sectors on project management oversight, governance assessments, investigations, risk assessments, contract reviews, procedure enhancements, and management controls.

EXPERIENCE

State of Massachusetts COVID-19 Response Services

State of Massachusetts

- The Massachusetts State Emergency Management Agency engaged Guidehouse to support them in maximizing federal FEMA COVID-19 reimbursement by providing project management, technical assistance, and tracking and reporting support. Gaurav currently oversees the team leading the establishment of a Project Management Office to coordinate efforts among various stakeholders during the response phase. Gaurav is working to provide critical training and guidance specific to state agencies and subrecipients to ensure that all requirements are met to capitalize on all available funding sources. Gaurav is also providing technical assistance to track and submit COVID-19 costs and program documentation and perform data validation to ensure audit readiness.

State of South Carolina COVID-19 Grant Management Services

State of South Carolina

- For the State of South Carolina, Gaurav is leading the team conduct grant administration of CRF funds. Gaurav provided technical assistance in developing and implementing the State's internal review methodology to conduct a 100% review of all reimbursement requests from the subrecipients to confirm compliance to the CRF funding guidelines prior to the State issuing any payments. Gaurav also oversaw the team coordinate the creation of the State's monitoring and closeout plan for the CRF program, which identifies key criteria in the areas of monitoring, risk criteria and rankings, monitoring schedule, and corrective action plan.

Harris County COVID-19 Grant Management Services

Harris County, TX

- As the lead for the Harris County COVID-19 PMO team, Gaurav has assisted the County in managing the \$426M Coronavirus Relief Funds (CRF) received by the federal government and determining how best to maximize the benefits of these funds for the County in 2020. This has included overseeing the team in developing workgroups to identify priority projects within the County, creating a Small Business Relief Fund, Rental Assistance Program, Small City Assistance Program, Direct Assistance Program, and currently administrating the Digital Access

program for students in Harris County that experience digital divide and are beginning the 2020-2021 school year with some form of distance learning. In addition to identifying if expenses qualify for CRF reimbursement, Gaurav is overseeing the team that is working with departments to understand their budget variances and how that effects the County's overall CRF availability. Project management efforts include coordinating with the Judge's Office and four Precincts, Public Health, Budget Management, as well as County stakeholders including private NGOs and the City of Houston.

State of Vermont COVID-19 Response Services

State of Vermont

- Guidehouse is currently supporting the State of Vermont (SoV) with its COVID-19 disaster response. Gaurav is overseeing the team and providing technical assistance to support the alignment of the State's use of Coronavirus Relief Funds (CRF) with U.S. Department of Treasury (Treasury) guidelines. This approach helps SoV maximize available funding distributed through the CARES Act. Gaurav and his team are providing expertise and guidance on the processes, organization, and project management associated with COVID-19 response and recovery to ensure required documentation for CRF grantees are ready for Audit.

Hurricane Harvey Disaster Recovery Grants Management

Harris County, TX

- For Harris County, Gaurav is leading a team assisting Harris County with the strategy around disaster recovery and grants management pertaining to Hurricane Harvey. Gaurav is responsible for overseeing over \$1B in federal funds. Gaurav has led Guidehouse's support to departments within the County including the Community Services Department, Engineering Department, Purchasing Office, Auditors Office, Sheriff's Department, Fire Marshall's Office, and the Parks Department.

Wayne County Disaster Cost Recovery Services for COVID-19

Wayne County, MI

- Gaurav is overseeing the team provide project management, technical assistance, and tracking and reporting support for COVID-19 cost reimbursement for Wayne and Oakland Counties. The team has worked with the County to provide technical assistance and process oversight to maximize Federal funding that has been made available through the CARES Act while maintaining compliance with the CARES Relief Funding (CRF). Gaurav provides subject matter expertise, regulatory guidance, and project management of their COVID-related response and mitigation activities.



Rob Reid

Director, SME

EXPERTISE

- ✔ Grants Management
- ✔ Project Management
- ✔ Disaster Recovery
- ✔ Program Management

EDUCATION

Duke University Fuqua School of Business | Durham, NC
Master of Business Administration

Auburn University | Auburn, AB
Bachelor of Science

CONTACT INFORMATION



PROFILE

Rob has significant experience with FEMA Public Assistance (PA), HUD Community Development Block Grant – Disaster Recovery (CDBG-DR), grants management, compliance and monitoring, federal transportation, infrastructure, economic development, housing, capital assets, and commercial construction projects. Most recently, he has worked with dozens of governments on their Coronavirus Relief Fund (CRF) strategy and applicants for FEMA Public Assistance during the COVID-19 response through the development and submission of Category B Project Worksheets including the cities of Santa Monica, Albuquerque, and Detroit, as well as Wayne and Cook counties in Michigan and Illinois, respectively. He also recently managed a team administering the CDBG-DR, FEMA PA, FHWA, and HMGP recovery programs for a grantee in Texas.

EXPERIENCE

South Dakota COVID-19 Disaster Response Services

State of South Dakota

- Rob is leading a team currently engaged by the State of South Dakota's Governor's Office of Economic Development to implement and manage five separate CARES funded programs outlined by the state legislature. These programs total over \$550 million dollars of federal funding that require eligibility review, accounting, and compliance monitoring. Rob and his team led strategic design sessions to determine program goals, objectives, and metrics considering factors such as eligibility, impact, risk, budget, and other factors. As the program manager, Rob led the development of an online technology platform to receive, review, and analyze applications for financial support from small businesses, non-profits, startups, community-based healthcare providers, and hospitals, which has processed more than 10,000 applications. Rob's team helped staff a group of compliance experts that are actively reviewing requests and monitoring for risk (including fraud), accuracy, and fidelity to the State's resolution. Furthermore, Rob and his team are working with various offices within State's government to manage a coordinated communication plan to disseminate information about the availability of funds. To date, the program has distributed more than \$320 million to small businesses and healthcare providers across the state.

COVID-19 Response Services

Cook County, IL

- For Cook County, Rob leads a team establishing a grants management and fund oversight governance structure across the County. The governance structure will be composed of executive leadership across the County as well as several workgroups focused on specific topics. Additionally, Rob's team is working to identify COVID-19 related expenditures and revenue losses, identify potential funding sources, review eligibility criteria, and provide regulatory guidance. Finally, Rob's team is working with the County to establish a long-term recovery vision and strategic plan.

Wayne County COVID-19 Cost Recovery Services

Wayne County, MI

- For Wayne County, Rob leads a team of subject matter experts developing funding strategies in response to COVID-19 and CARES Act funds. He works closely with the team supporting neighboring Wayne County to identify authorized use of CARES, FEMA, and CRF relief funds including verifying eligibility and creating financial projections of expenditures and dashboard/transparency reporting.

Hurricane Harvey Disaster Recovery Grants Management

Harris County, TX

- For Harris County, TX, Rob is serving as the program manager assisting Harris County with the strategy, planning, execution, compliance, and procurement of over \$1B of disaster recovery and grants management in response to Hurricane Harvey. His team is managing all grant funding sources including FEMA Public Assistance, HUD CDBG-DR, FHWA, FEMA HMGP, and others. Guidehouse has provided guidance to several departments within the County including the Community Services Department, Engineering Department, Purchasing Office, Auditor's Office, Sheriff's Department, Fire Marshall's Office, and the Parks Department.

EF5 Tornado Recovery Grants Management

City of Joplin, MO

- For the City of Joplin, Missouri, Rob was the Project Manager for the City of Joplin CDBG-DR project related to the City's recovery from the EF-5 strength tornado which devastated the City in 2011. Rob led the team through the development of project management practices and tools which were recognized as "exemplary practices" in a recent HUD compliance audit.



Raquel Malmberg

Director, Core Team

EXPERTISE

- ✔ Grants Management
- ✔ Project Management
- ✔ Program Management
- ✔ Disaster Recovery
- ✔ Quality Control

EDUCATION

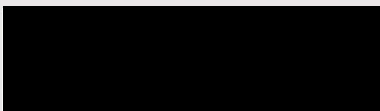
New York University | New York, NY

Master of Urban Planning

The College of William and Mary
| Williamsburg, VA

International Relations, BA

CONTACT INFORMATION



PROFILE

Raquel has over 17 years of experience working for and with government agencies to improve their operations, build policies and procedures, and implement strategies and recommendations to fulfil their missions. Raquel has focused mainly on business process improvement, operational assessments, and project management for state and local government clients. Raquel currently leads our State and Local Government COVID-19 Center of Excellence, which coordinates with all our project teams, and has most recently been providing grant management advisory support to numerous state and local governments for federally funded COVID-19 and Superstorm Sandy projects.

EXPERIENCE

State and Local Government COVID-19 Center of Excellence

- For the Guidehouse State and Local COVID-19 response, Raquel leads the Center of Excellence to promote information sharing and robust discussions around federal guidelines and regulations. For the Massachusetts Emergency Management Agency, City of Albuquerque, City of Detroit, Wayne County, Michigan, Cook County, Illinois, and State of Vermont, State of South Carolina, and other governments, Raquel is acting as subject matter support as governments respond to COVID-19. Raquel supported the development of comprehensive funding strategies that include not only immediate response efforts but long-term economic development and public health efforts. Raquel is helping the Guidehouse team build out the processes and checklists to quickly review expenses and ready the governments to receive and disburse funding as quickly as possible while maintaining compliance with federal regulations. She is currently helping stand up monitoring and compliance programs at multiple clients.

Governor's Office of Storm Recovery Superstorm Sandy Response State of New York

- For the New York State Governor's Office of Storm Recovery, Raquel leads the effort to perform program management and integrity monitoring services for the State's Superstorm Sandy response. Raquel manages a team of consultants to support the Office in administering the CDBG-DR program in a variety of areas – designing processes, reviewing application files for compliance and completeness, improving current processes, responding to external audits and reviews, and supporting technology improvements. She has worked with every department in the agency – Housing, Infrastructure, Community Reconstruction, Small Business, Administration, Operations, support functions, and Monitoring & Compliance.

NYC Internal Audit for Disaster Recovery Programs

New York, NY

- For the City of New York's Office of Management and Budget (OMB), Raquel oversaw the team that conducted internal audits of the agency's oversight and management of federal Community Development Block Grant – Disaster Recovery (CDBG-DR) funding for post-Superstorm Sandy recovery. The team worked with OMB and other partner agencies to determine if OMB's operations and activities were compliant with federal regulations and to understand gaps in processes. As a final phase, the team issued recommendations to help improve OMB's grant management operations.

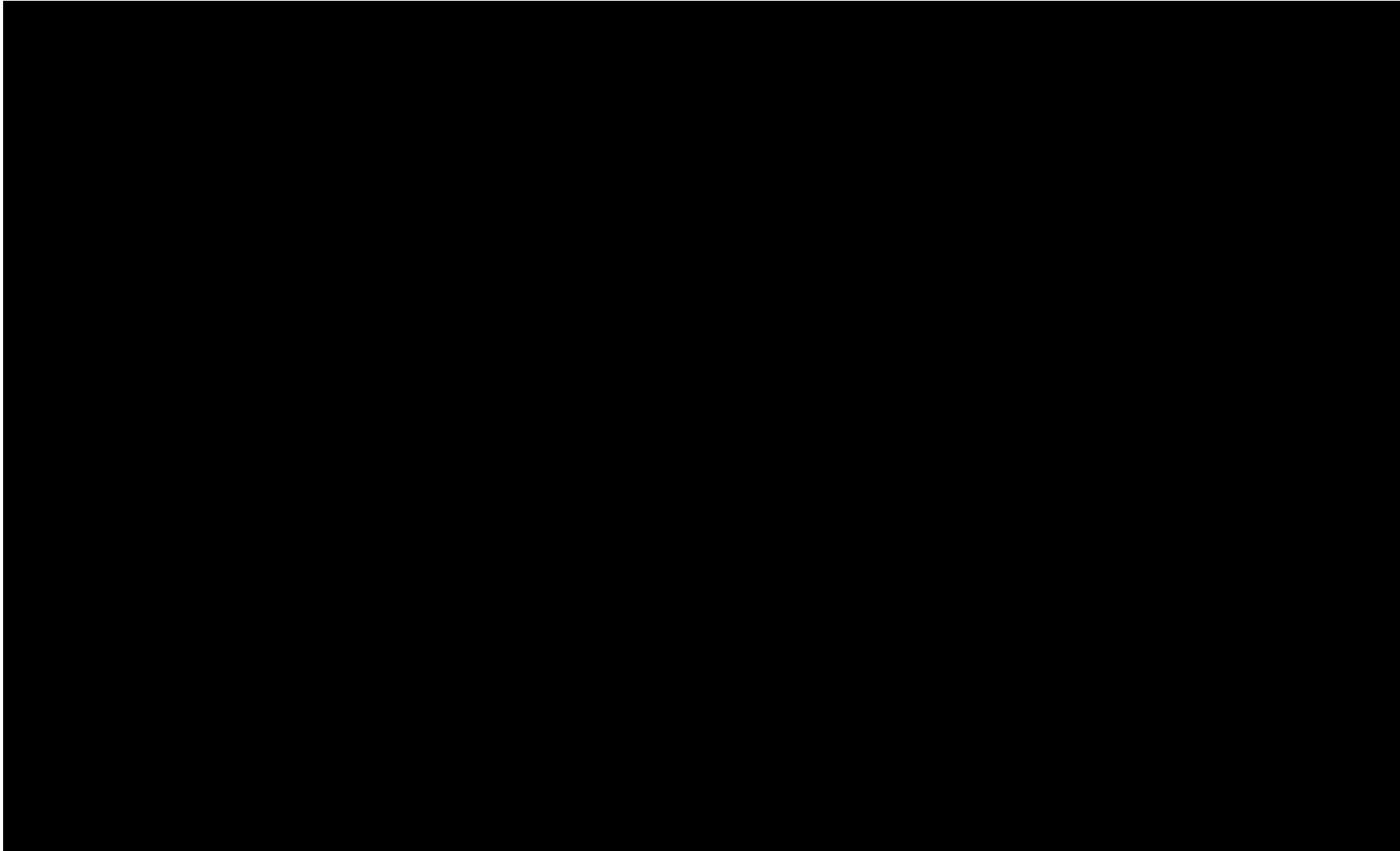
4.3 Staffing Chart

The organizational chart below reflects the structure of the NMA-DCA team during the proposed project.



4.4 Company Organizational Chart

Included within this section is NMA’s company-wide organizational chart.



5. LOCATION & CONTACT INFORMATION

NMA's corporate office is located in the San Diego area at 1810 Gillespie Way, Suite 202, El Cajon, CA 92020 and will be responsible for managing the resulting contract.

Primary Contact:	Catherine Ures, Vice President of Professional Services 800-783-3100, ext. 119 catherine.ures@nanmckay.com
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NMA also has satellite offices in the following locations:

- 1815 Egbert Avenue, San Francisco, CA 94124
- 1347 Westbank Expressway, Suite D, Westwego, LA 70094
- 139 Scroggin Park Drive, Georgetown, KY 40324
- 2940 Grady Road, Tallahassee, FL 32312
- 60 E. Van Buren, Chicago, IL 60605
- 708 Main Street, Houston, TX 77002
- 7400 NW 19th Street, Miami, FL 33126

6. PLAN FOR QUALIFIED REPLACEMENTS

John McKay, Chief Executive Officer, and Steven Rosario, Senior Director of Program Management, will serve as the engagement leaders and will ensure that all tasks performed under this engagement are provided efficiently, accurately, on time, and in compliance with the requirements of the executed contract.

Our team includes a deep bench of approximately 10,000 highly qualified subject matter experts, with over 1,000 who are specifically well-versed in ERAP programs and would be available to step into key project positions in the event of vacation, illness, or personal emergency, preventing any loss of service continuity. Several of these additional team members have been identified in *Section 4.2, Resumes of Key Team Members*.

To build out the project teams, we will keep the remaining [REDACTED] currently assigned to DCA CVERAP ([REDACTED]) to act as the launch team. The NMA team will then identify managers from within other projects who have experience administering ERAP projects to act as support for the launch team.

The launch team will be provided update training prior to project start, covering all changes to program requirements, and any accompanying system changes. Once refresher training is complete, this team will immediately proceed to reviewing applications received. These experienced staff will be spread among all planned teams, enabling a rapid start to the review process while new team members come up to speed.

Concurrent to the preparation of the launch team, the NMA team will work with its staffing agency partner to recruit and onboard additional team members, who will be brought on in cohorts. Each cohort will consist of [REDACTED] individuals who will be onboarded every two (2) business days until full staffing levels are reached. Each cohort will receive two (2) days of program and systems training, and then be spread among existing teams, leveraging the experience of the launch team to assist in the continuing training of new team members.

NMA will keep a constant funnel of applicants available for this project. As team members need to be replaced, new cohorts will be onboarded and the distributed among the teams, ensuring that there are no service gaps. This funnel also offers NMA the flexibility to rapidly scale staffing according to project demands. The management team will utilize a master staffing schedule to balance planned and unplanned time off with key project deliverables.

7. PRELIMINARY WORK PLAN

7.1 Demonstrated Understanding

NMA understands that the DCA requires a partner to execute the following tasks:

- Within 5 business days of contract execution, develop plans and materials for launch of new program
- Within 15 business days of contract execution, demonstrate capacity to begin accepting and processing applications
- Communicate in hard copy, digitally and via phone with applicants regarding pre-application process, application process, guidelines of the program, and status of applications and payments
- Assist tenants and landlords in navigating application process
- Communicate with landlords and tenants regarding incomplete applications and collect missing data
- Ensure entry of all needed applicant information into DCA housing database and abide by all applicable policies issued by the New Jersey Office of Information Technology
- Review and determine eligibility of applications
- Communicate with all applicants and landlords regarding determination of eligibility
- Work with DCA staff and vendors to facilitate weekly subsidy payments
- Review payments for accuracy and report weekly to DCA
- Work with DCA staff and vendors to ensure quality administration of program

NMA is prepared to work with DCA to get first payments out the door by **March 1, 2021.**

NMA commits to the parameters above.

NMA's goal is not only to help DCA implement the COVID-19 Emergency Rental Assistance Program, but to also help maximize the impact of that federal assistance.

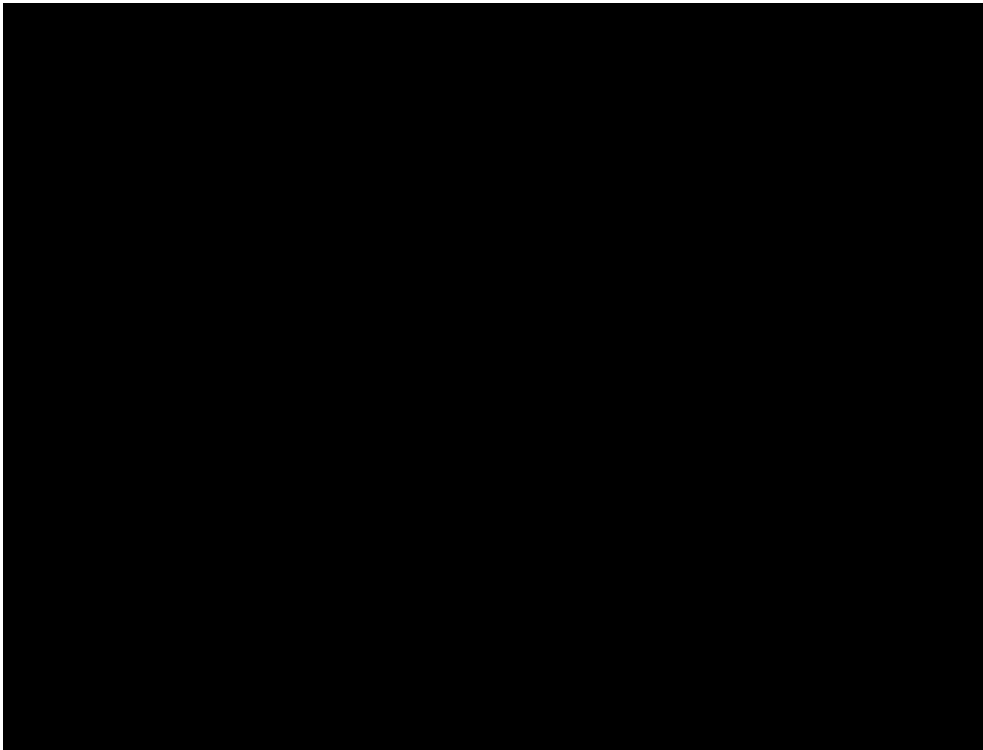
7.2 Demonstrated Ability

As the NMA team is already administering NJDCA's CVERAP project, there will be minimal transition time required to fully deploy CVERAP-2, as the following key functional areas are already in place:

- Project leadership
- More than 100 trained staff, including 80 reviewers and 26 call center representatives
- Fully functional application portal
- Fully implemented call center
- Policies and procedures for application reviews

NMA will work with DCA to identify and quickly deploy any changes to program requirements from CVERAP to CVERAP-2 and provide update training to staff in the nuances of these differences. NMA is uniquely positioned to rapidly launch CVERAP-2, issuing the first payments no later than the week of March 1, 2021, while simultaneously ramping up to full staffing levels.

Staffing/Training Plan



7.3 Timeline, Milestones & Deliverables

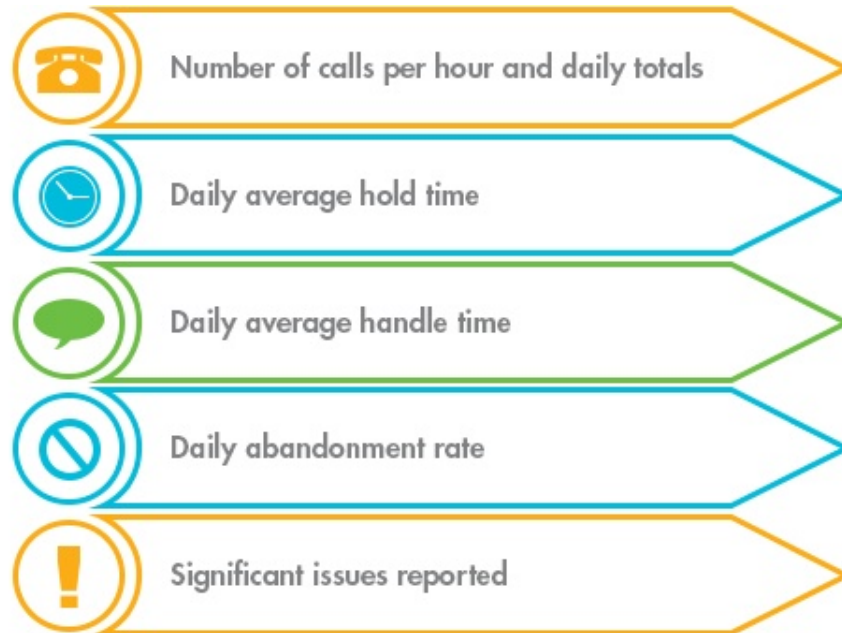
The NMA team will follow a five (5) phased approach to provide the requested services:



PHASE I Call Center

NMA will utilize the fully functional call center already in place for CVERAP, seamlessly rolling it over to CVERAP-2. Our customer service representatives are well versed in CVERAP programming and will handle all customer service calls in an expediated and efficient manner. All call center metrics will be reported daily to the DCA.

Our daily call center reports capture:



PHASE II Technology

NMA will utilize the existing CVERAP application portal, making refinements needed for any programmatic differences between the CVERAP and CVERAP-2 programs.

PHASE III Eligibility

NMA's team of experienced reviewers, rolled over from CVERAP to CVERAP-2, in conjunction with our call center staff, will assist clients with the eligibility review for program participation. Training will be provided to these existing resources on any programmatic differences for CVERAP-2, and reviews will begin immediately upon receiving applications.

PHASE IV Compliance

We begin to think about program closeout on Day 1. Our team of experienced consultants will create a quality control methodology and compliance and monitoring methodology based on industry best practices and recent guidance from the Department of the Treasury.

NMA's QC team will develop and implement a parallel QC effort for both the call center and eligibility workstreams. Our methodology and QC plan will be presented to the DCA for review and approval prior to implementation.

Our team will assist in developing and/or updating:

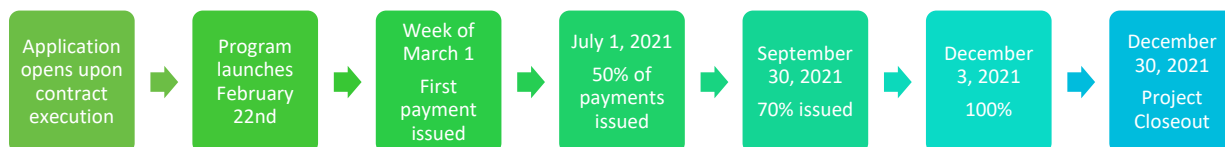
- Structure for procedures and checklists, as needed.
- Recommendations for the development and/or update policies and procedures, as needed.
- Methodology for regular risk assessment, mitigation, and status tracking to close out any identified issues and risks.
- Compliance review methodology for desk reviews.

PHASE V Technical Assistance

During *Phase V*, the NMA team will provide the DCA with ongoing technical assistance related to the CARES Act and COVID relief funding. NMA's team of experts who are working on similar projects across the country will be available to advise the DCA with regards to programmatic changes as they related to COVID funding.

7.3.1 Sample Project Schedule

Provided below is a sample project schedule for DCA's reference. Upon contract award, we will work collaboratively to develop a detailed project schedule that aligns with DCA's goals and team availability.



8. JOINT VENTURES & SUBCONTRACTORS

For this engagement, NMA will be partnering with Guidehouse, LLP, who will provide financial administration and Project Management Office (PMO) services.

9. CONFLICTS OF INTEREST

NMA is not aware of any potential conflicts of interest with regard to our performance of the requisite services nor our relationship with any DCA staff member including, but not limited to:

- Any firms for which NMA, its joint venture partner(s) or subcontractor(s) have provided, or may provide, other related services, including the preparation of applications to the Department; and
- Representation of a previous or known future applicant to the Department's programs.

10. PRICE QUOTATION

10.1 Detailed Budget & Fixed Fee Proposal

Task: Eligibility Determinations				
	QTY	Hours	Rate	Cost
Project Manager	1	1680		
Project Comptroller - Guidehouse	1	1680		
Finance Specialists - Guidehouse	1	1680		
Analyst & Reports Specialist	1	1680		
Supervisors	1	1680		
Team Leads	1	1680		
Eligibility Specialists	1	1680		
Payment Processing Specialists	1	1680		
Quality Control Specialist	1	1680		
Project Support Staff	1	1680		
Total Task: Eligibility Review				\$ 13,389,600.00
Task: Call Center				
	QTY	Hours	Rate	Cost
Call Center Supervisor	1	1680		
CSR Team Lead	1	1680		
Customer Service Representative (CSR) - Inbound	1	1680		
Customer Service Representative (CSR) - Outreach	1	1680		
Total Task: Call Center				
Travel*				
Total Project (w/ call center)				\$ 15,842,400.00
<i>Billing schedule proposed at the total cost paid in 9 installments billed on the first on each month starting March 1, 2021</i>				<i>\$ 1,760,266.67</i>

*All work to be done remotely. Travel costs will not be billed.

10.2 Billing Schedule Based on Performance-Based Contract

Resource	Rate
Manager	
Project Comptroller - Guidehouse	
Finance Specialists - Guidehouse	
Analyst & Reports Specialist	
Supervisors	
Team Leads	
Eligibility Specialists	
Payment Processing Specialists	
Quality Control Specialist	
Appeals Specialist	
Project Support Staff	
Call Center Supervisor	
CSR Team Lead	
Customer Service Representative (CSR)	

10.3 Alternate Option

OPTIONAL: Emphasys Elite - Payment and Housing Software	
QTY	Cost
SaaS & Ongoing Hosted Solution - 1 year	
Professional Services	
Streamlined ERAP variable processing fee*	
*Emphasys will assess a nominal value-add technology fee of [REDACTED] for rental assistance paid to tenants and landlords. The variable fee represents [REDACTED] per \$100M paid.	
The variable fee will guarantee delivery to the State of New Jersey Department of Community Affairs, as follows:	
1. Preferred priority customer provisioning in [REDACTED] within two weeks of signed agreement.	
2. Ability to handle as many users as needed during the first 12 months, 5 users thereafter for lookup and maintenance/auditing purposes (Users in Years 2-5 can be adjusted)	
3. Ability to begin processing applicants and payments within 3 - 4 weeks from start date.	
4. All support and assistance for back-office Emphasys Elite case management & payment processing to ensure tenants & landlords obtain financing quickly.	
5. Scaling as needed for online customer facing portals for applicants/tenants and landlords.	
6. Assistance with processing year-end 1099's and document management.	
7. Customer facing portals will be provisioned for both English and Spanish languages. Additional languages available.	

Information about the Emphasys software option is attached as *Appendix A*.

10.4 Appendix A: Emphasys Software Option

Included within this section is an optional integrated payment processing and housing software solution.

Attachment A

OPTIONAL: Integrated Payment Processing and Housing Software Solution

EMPASYS ELITE

As the current administrator of NJDCA's ERAP program, NMA understands that NJDCA is challenged with the limitations of the Housing Pro/Happy software that is currently in place with NJDCA. Therefore, NMA is proposing that NJDCA consider the Emphasys Elite software as an alternative payment processing solution. Emphasys elite is currently administering large rental assistance programs which are comparable to the size of this ERAP program. NMA is also able to integrate its case management solution with Emphasys Elite.

The Emphasys Elite product will be a hosted solution that meets the security requirements for NJ-DCA.

Elite will serve as NJ-DCA's **system of record** for auditing and record keeping of all funds used with the CVERAP program.

KEY PERSONNEL

Dave Badun – General Manager

An experienced leader, Dave has held several strategic and financial positions in his career. As a Chartered Professional Accountant, Dave started his career with PwC in the Audit & Assurance practice, where he then moved to the Transaction Services group. From there, he held various positions at Rogers Communications driving high-impact revenue initiatives. Most recently he was the VP Strategy with Aquila Software examining and implementing best practices across multiple business units. Dave will oversee the entire project and the various team members involved.

Larry Huckle – *VP of Sales and Marketing*

Larry has over 30 years of Public Housing industry experience. He has worked in various leadership capacities throughout his tenure at Emphasys. As an experienced professional in the affordable housing market, combined with his knowledge of technology solutions, and his long-standing relationship with Nan McKay, Larry will assist with management oversight and account management for this project.

Kevin Pike – *Director of Business Development*

Kevin brings over 25 years of Public Housing industry knowledge to this project. With a deep knowledge of the Elite Software and industry best practices Kevin will assist with developing the overall strategy of our technology solution along with providing oversight throughout the project

CLIENTS INCLUDE:

Miami Dade Public Housing Community Development (PHCD)

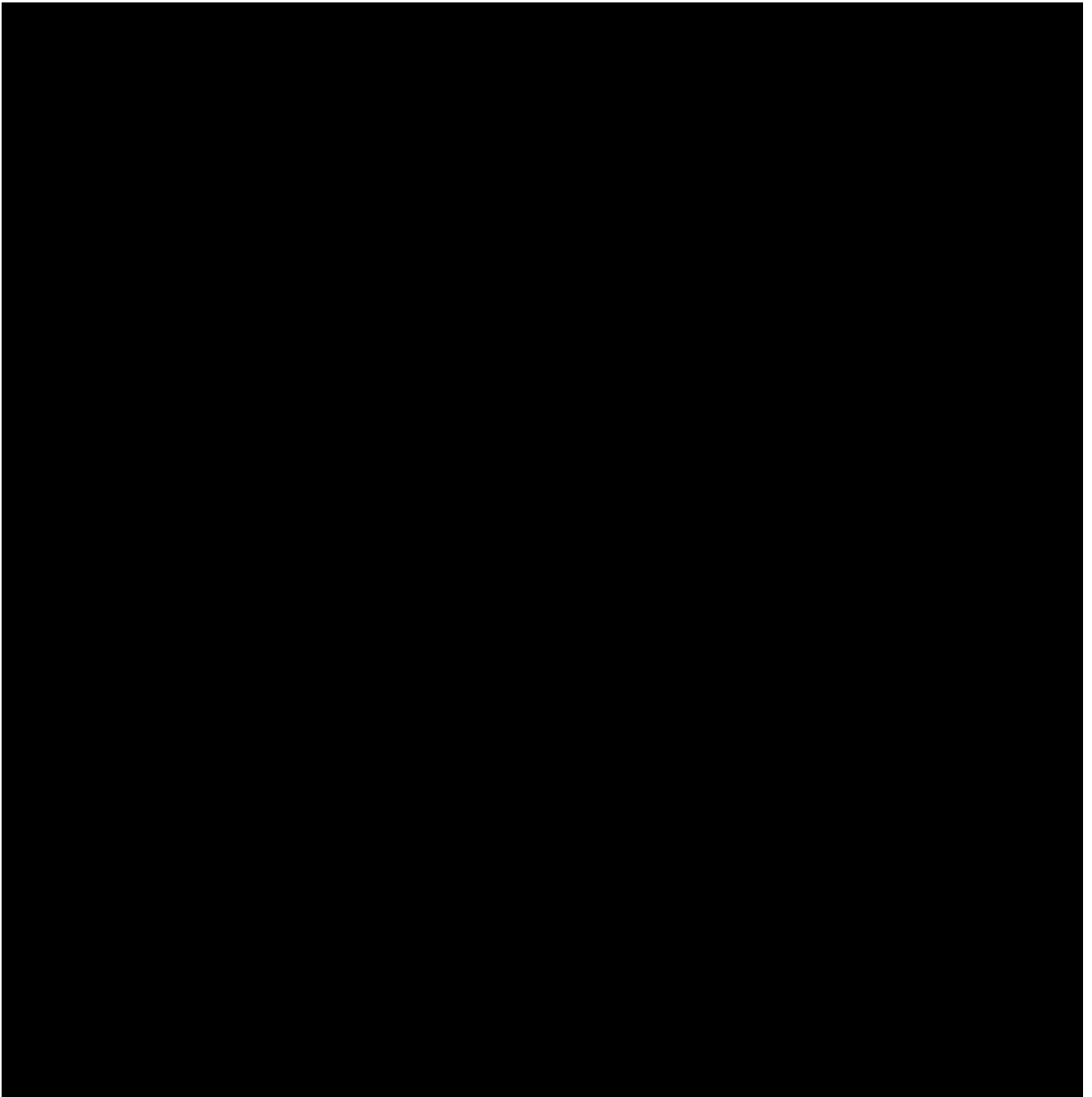
Housing Authority of the City of Los Angeles (HACLA)

Michigan State Housing Development Authority (MSHDA)

New York Dept. of Housing Preservation and Development (HPD)

IMPLEMENTATION

[REDACTED]



Sales and Service Options

Sales Options

Current Client and New Client Are Established the Same

- We will stand up an independent Elite environment built only for this program
- Hosted Only
- The independent Elite environment would be available for 5 years after all funds have been expended or returned to Treasury to meet financial reporting requirements. (January 1, 2022 – December 31, 2026)¹
- Create a new company for 1099
- Create a new module in the Elite environment
- Increment would be created to account for this funding stream.
- All reports and documentation will be transmitted via the FTP site for protection of PII
- Adequate space to save attachments from Applicant Portal, additional eligibility documentation, and batch correspondence tracking
- Agency Feature would be turned on to limit who can see which waiting lists, increments, etc.

MyHousing Approach

We will stand up two independent MyHousing webpages for this waiting list only. One will be for landlord applications and one will be for tenant applications. The questions and the documents collected will be specific to the end user.

The webpages will be in place for 15 months to cover the timeframe currently available with a cushion. We do not find using a current MyHousing site to be best practice for this because people who do not qualify will apply because it is available while applying for other lists. The messaging on the landing pages and confirmation pages will have to be specific to this program.

¹ A storage and maintenance fee will apply after year 1. Please refer to billing schedule for additional information.

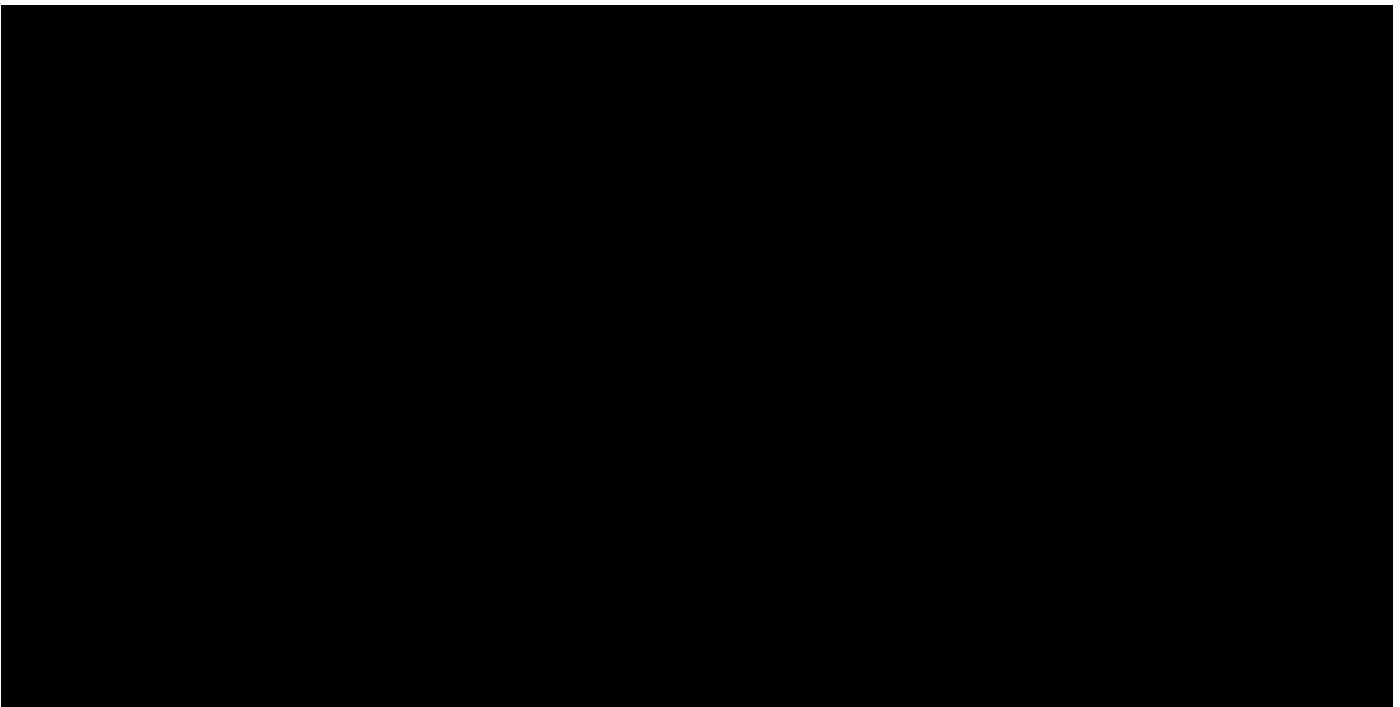
Tenant Application Process for ERAP Assistance

Web Application User Guide – Tenant Experience

Landing Page

Standard Approach:

- Emphasys will create standard language for the welcome page
- Emphasys will provide the Spanish translation of the standard language
- Links can be included on the landing page if needed
- Clients can modify the language and include as many translations as needed but they are responsible for the translation

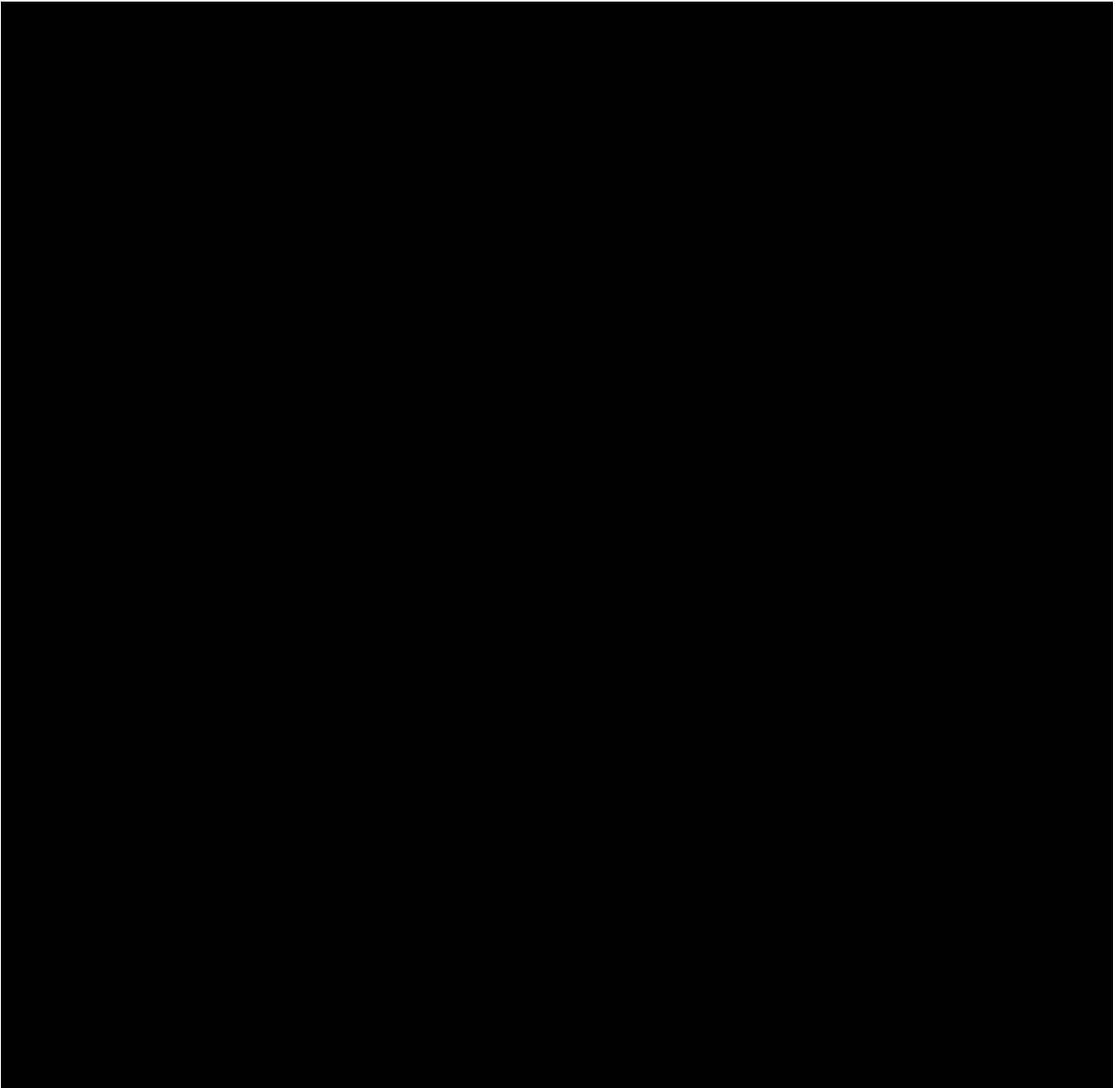


Household Information

Standard Approach:

- Applicant will enter their personal information which include:
 - First Name
 - Middle Name
 - Last Name
 - Gender
 - Social Security Number
 - Birth Date
 - Citizenship
 - Race(s)
 - Ethnicity
 - Phone Number
 - Email Address

- Applicant will designate of family members that currently reside in their unit and provide the same information, as listed above, for those members (excluding email and phone number).

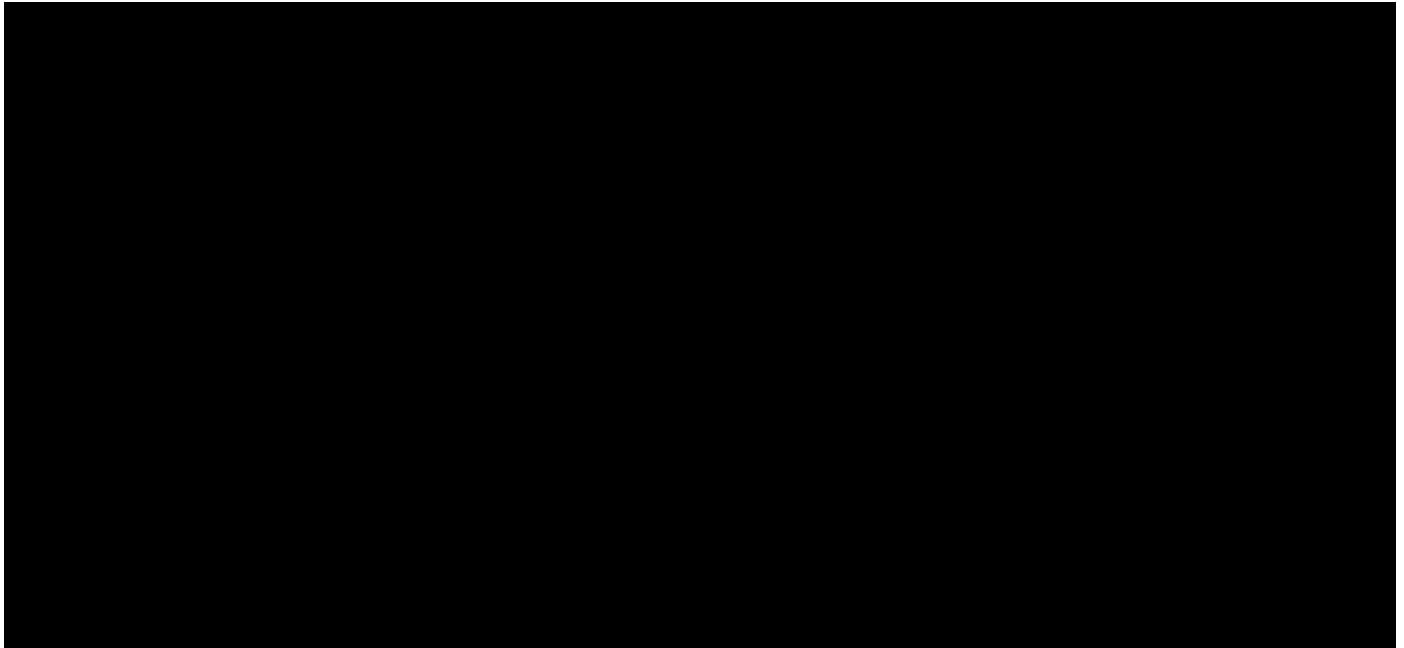


Address Information

[Standard Approach](#)

- The portal will ask the applicant to add their rental address

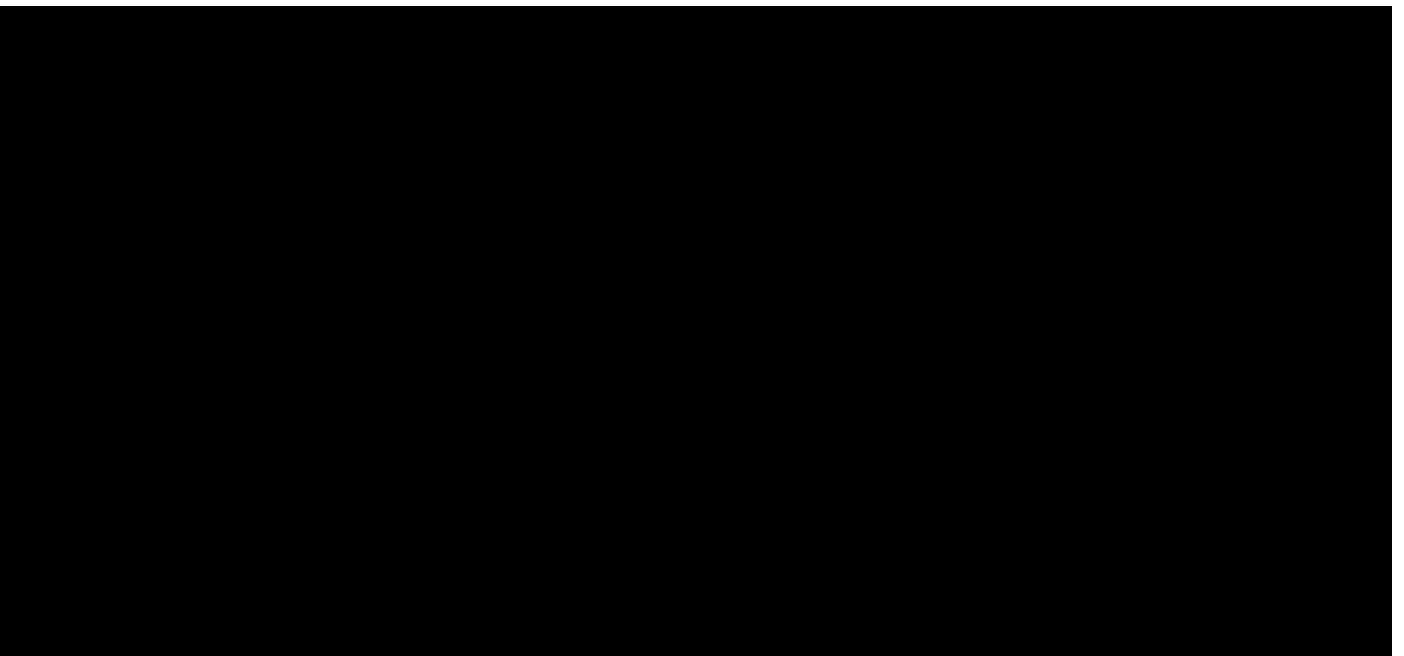
- The address will be validated by SmartyStreets. The user can either select the recommended address from the system or continue with their direct entry.



Income Information

Standard Approach:

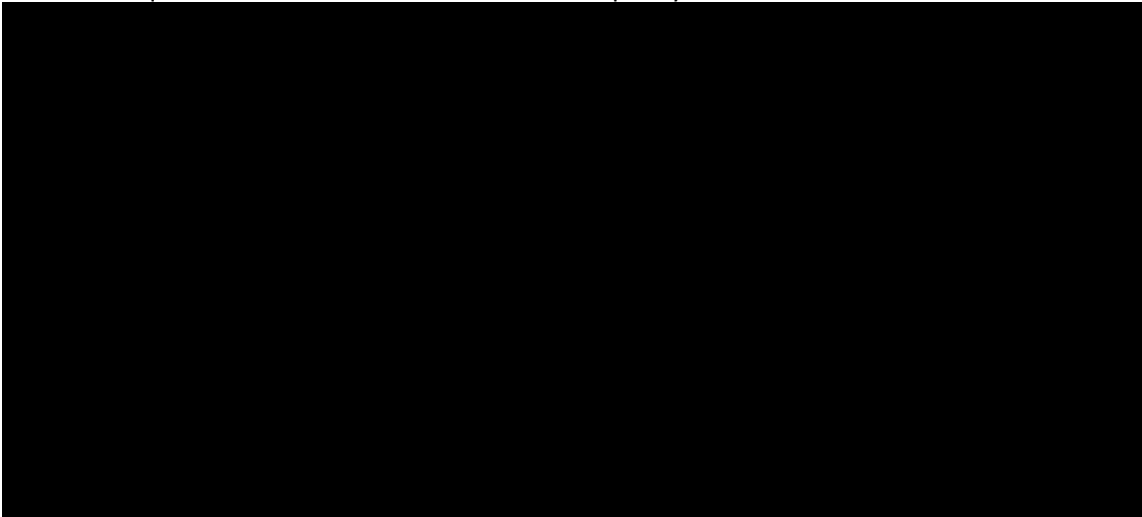
- The applicant will be asked to provide their current income, if one exists. The user will have the ability to add as many incomes (for any member) as needed.
- The income occurrence will be limited to annual and monthly (setup)



General Questions

Standard Approach:

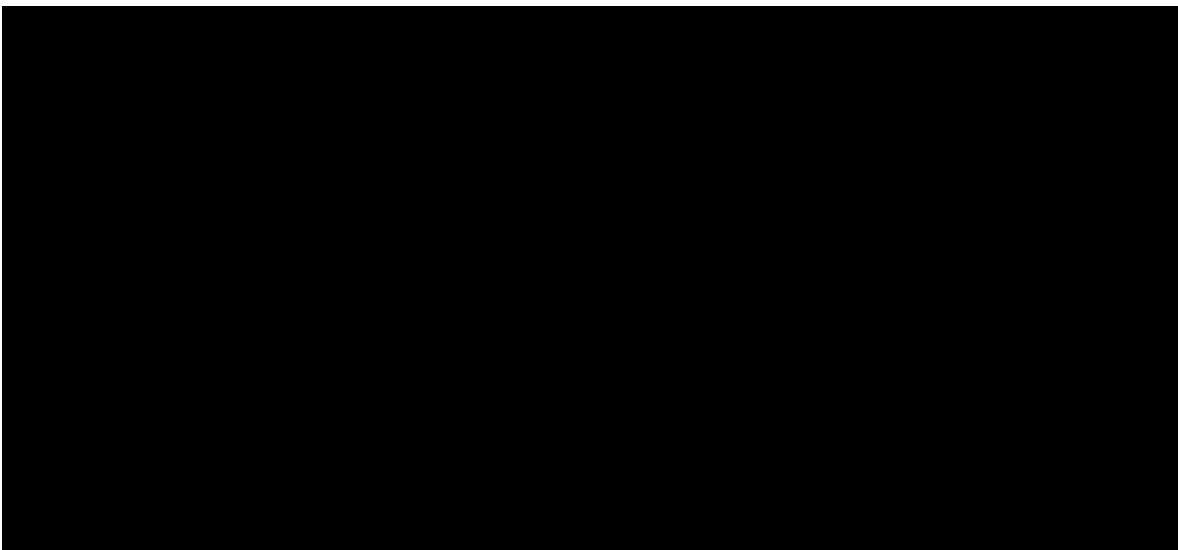
- This portion of the application will ask the applicant a series of questions to determine if they are eligible for ERAP assistance. These questions include:
 - Has your household been financially impacted by COVID19? (Y/N)
 - Are you at risk of homelessness or housing instability? (Y/N)
 - Verification documentation such as a copy of your lease, paystubs, unemployment, etc. will be required for ERAP assistance. Will you be able to provide copies of these documents? (Y/N)
- All questions must be entered as “Yes” to qualify for assistance.



Application Summary

Standard Approach:

- The user will review a summary of the information they have provided on the application and confirm that it is accurate before the system determines their eligibility



List Selection

Standard Approach:

- The list the applicant is eligible for will appear for selection if they have prequalified
- If the applicant has not qualified, they will appear under the “Lists You Do Not Qualify For?” PHAs have the ability to show the applicants the list(s) they are not eligible for as well if preferred

Standard Approach:

- Eligible applicants will navigate to the additional questions page where they will answer a series of questions to determine if they are eligible for any preferences associated to the ERAP funding. They will also answer a series of general information collection questions required for ERAP program that will import back to Elite. All questions can be modified at the PHA’s request.

Confirmation Page

Standard Approach:

- After submitting their application, the applicant will receive a confirmation number
- This page can be printed or emailed by the applicant

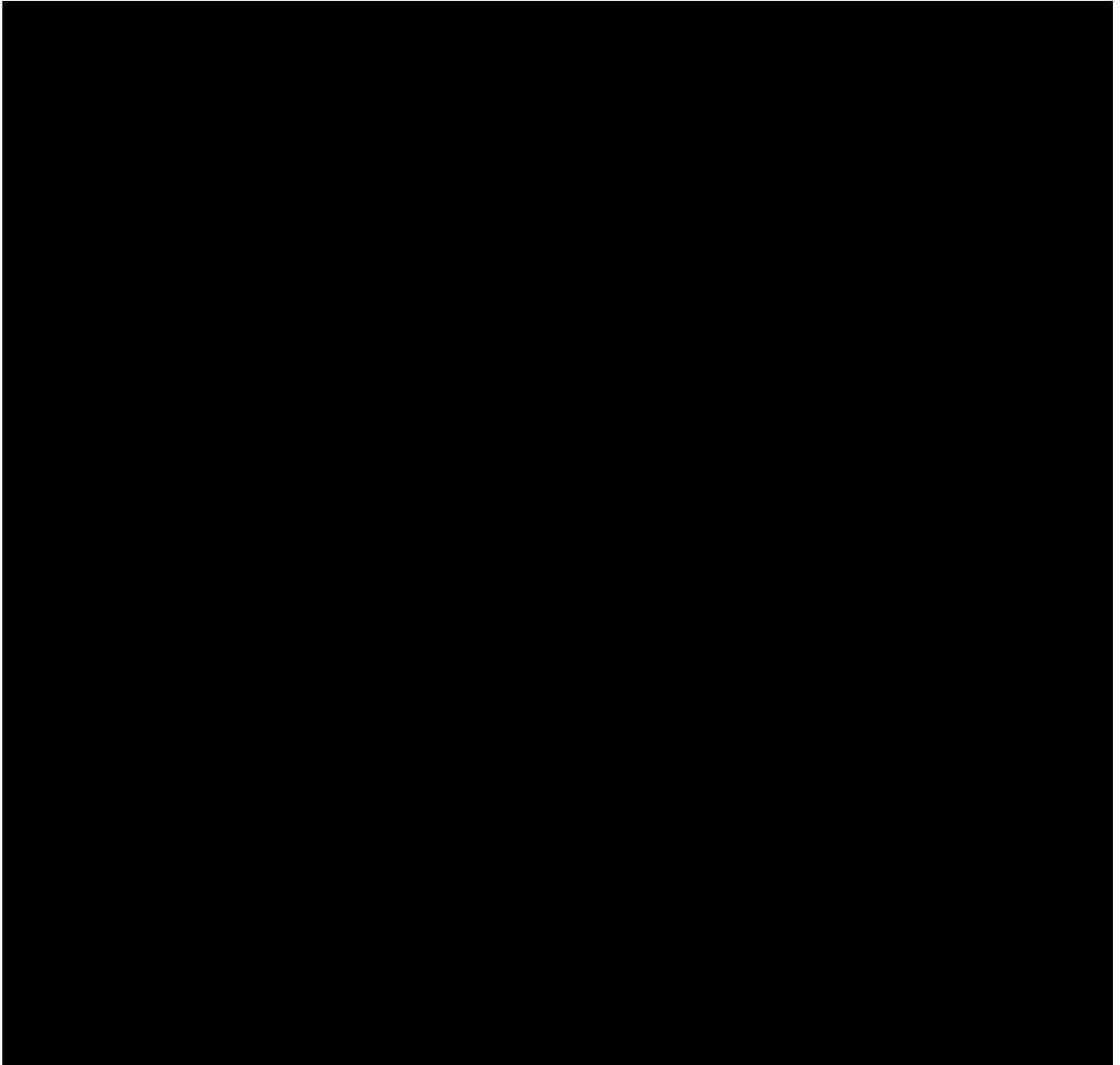


Applicant Portal User Guide – Tenant Experience

Registration

Standard Approach:

- Once the initial Web Application has made it into Elite, the applicant will be able to register for a MyHousing account



Documents You May Need

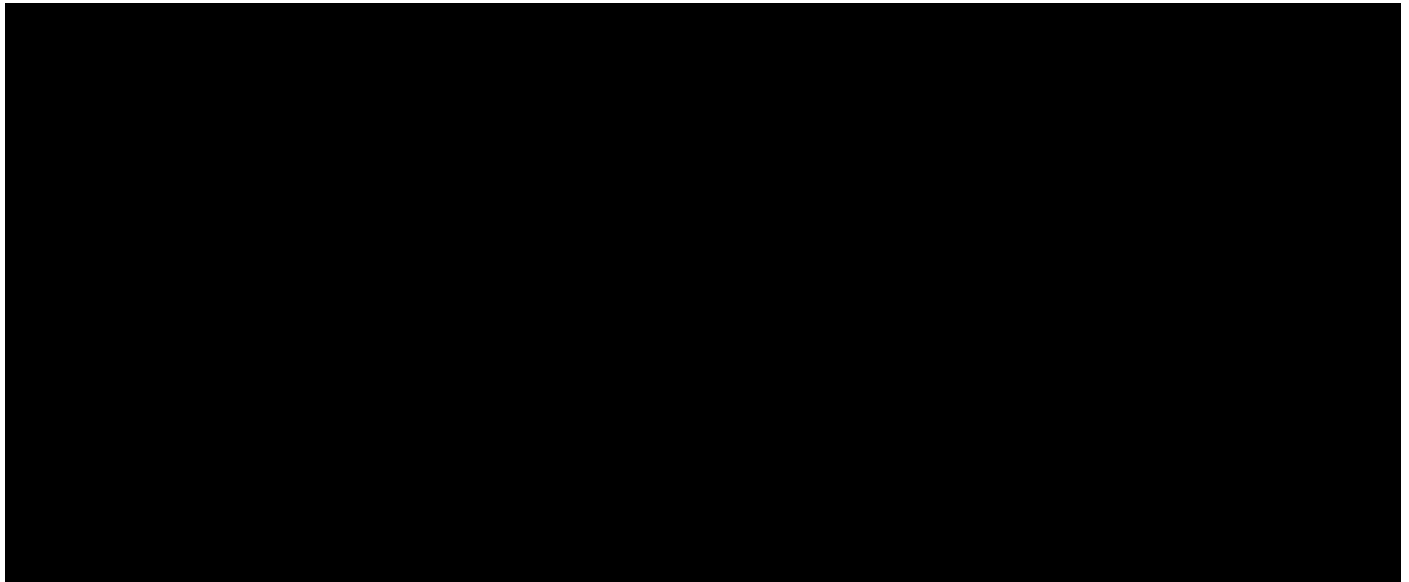
Standard Approach:

- The applicant will have access to documents that the Agency wants to provide (FAQs, ERAP Terms for Signature, etc.)
- The caseworker can setup these documents for the applicant to access

Landing Page

Standard Approach:

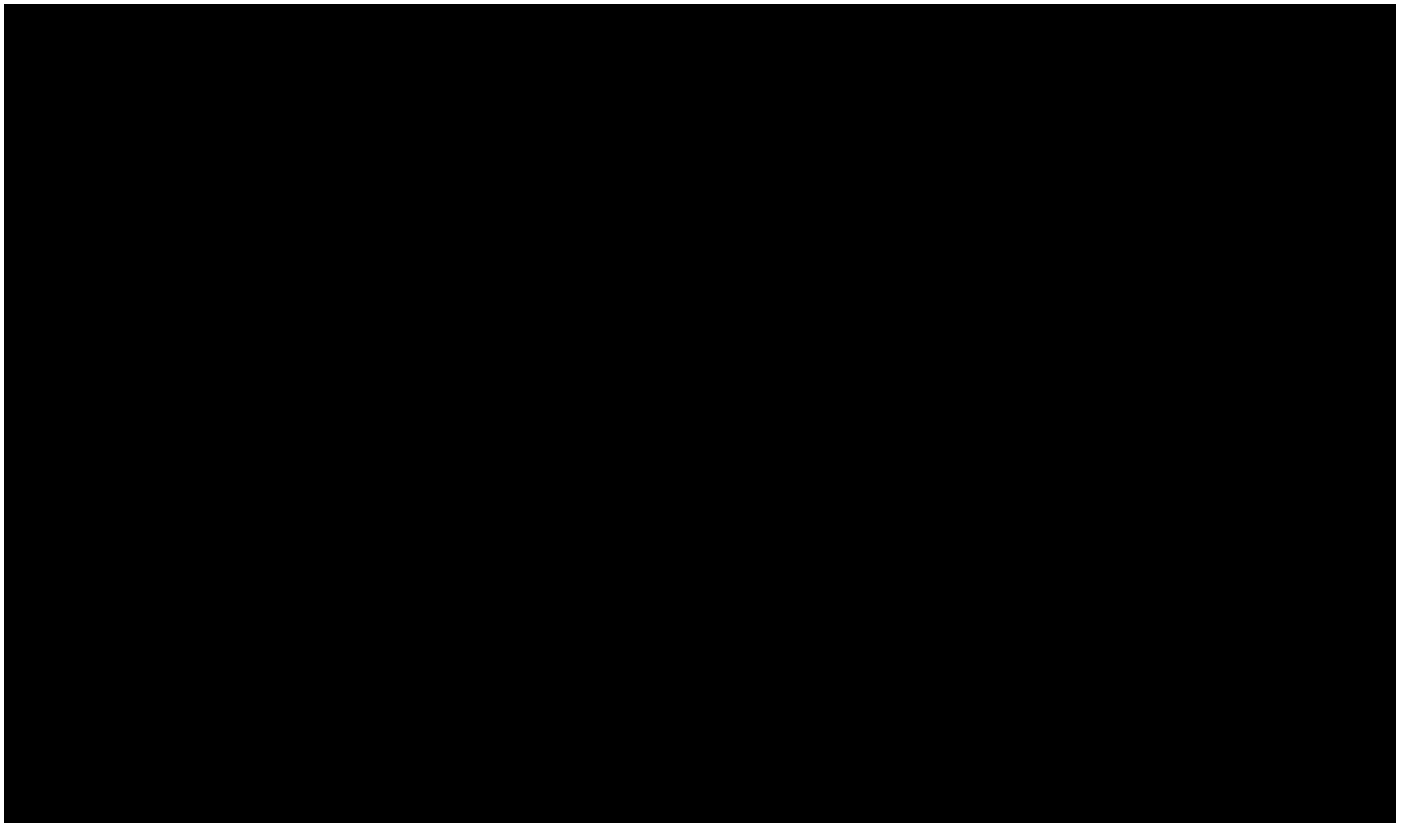
- Emphasys will create standard language for the welcome page
- Emphasys will provide the Spanish translation of the standard language
- Clients can modify the language and include as many translations as needed but they are responsible for the translation



Household Information

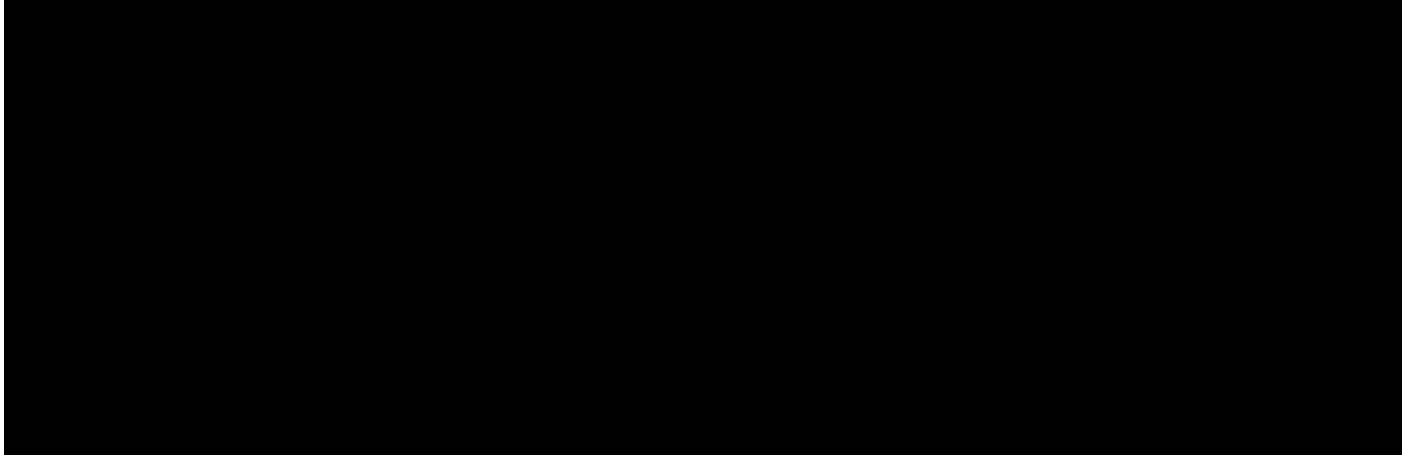
Standard Approach:

- Applicant will have the ability to modify their personal information which includes:
 - First Name
 - Middle Name
 - Last Name
 - Gender
 - Social Security Number
 - Birth Date
 - Citizenship
 - Race(s)
 - Ethnicity
 - Phone Number (HOH Only)
 - Email Address (HOH Only)
- Applicant will have the ability to add, remove or modify family member information



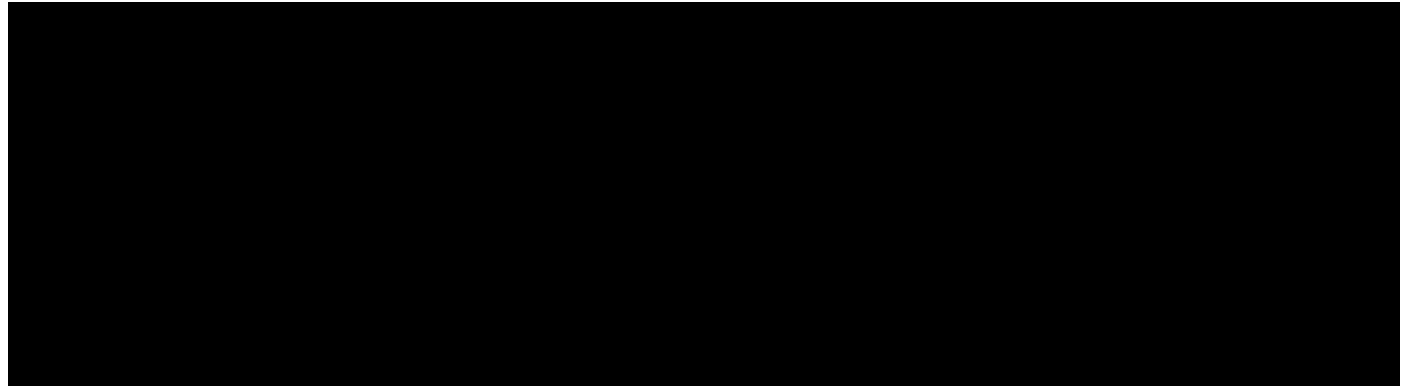
Address Information

Standard Approach

- The portal will ask the applicant to review their rental address
 - The applicant will have the ability to modify their address information
- 

Income Information

Standard Approach

- The applicant will have the ability to review and modify their or any family member income information
 - The income occurrence will be limited to annual and monthly (setup)
- 

Document Collection

Standard Approach

- The documentation collection page will be utilized to retrieve documents needed from the applicant to prove that they are experiencing financial hardship due to COVID-19
- All documents will be setup to associate to the head of house



Application Summary

Standard Approach:

- The user will review a summary of the information they have provided on the application and confirm that it is accurate before the system determines their eligibility



List Selection

Standard Approach:

- The list the applicant is eligible for will appear for selection if they have prequalified
- If the applicant has not qualified, they will appear under the “Lists You Do Not Qualify For”
- PHAs have the ability to show the applicants the list(s) they are not eligible for if preferred

Additional Questions

Standard Approach:

- Eligible applicants will navigate to the additional questions page where they will answer/see their answers to a series of questions to determine if they are eligible for any preferences associated to the ERAP funding. They will also answer a series of general information collection questions required for ERAP program that will import back to Elite.

Signature

Standard Approach:

- Agencies have the ability to request a signature from the household members certifying that they acknowledge the terms of their application before submitting it to their caseworker
- Once signed, the application is sent to the applicants caseworker for review

Web Application Information - Landlord Experience

General Information

The Web Application would be standard set-up for a single date/time list opening. We can open and close it as many times as they require or leave it permanently open.

- We will not collect Assets
- We will not collect the HUD-92006
- We will collect income only as Monthly and/or Annually
- We will collect disability and veteran status for statistical purposes that may be requested in the future

Landlord Information Collection

Standard User Defined Questions:

- Please enter the name of your tenant
- Please enter your tenant's address (street, city, state, and zip code)
- Please enter your tenant's phone number
- Please enter your tenant's e-mail address
- Please enter your tenant's monthly rent amount
- Please enter how much your tenant currently owes you
- Please enter the address where your tenant currently lives
- Where does your tenant currently live? They must live in one of the listed areas. If they do not live in one of the listed areas, their household does not qualify for the emergency rental assistance program. (Drop-down of eligible areas)

Pre-Qualifier

- Verification documentation will be required to determine eligibility. A copy of your current lease with the tenant is required. A completed W-9 or W-8 is required. If you are requesting direct deposit of funds, a completed Direct Deposit form is required. If you are requesting past rent be paid on behalf of your tenant, proof of the amount owed is required. Will you be able to provide copies of these required documents?

Applicant Portal Information – Landlord Experience

General Information

If the Client requires the collection of documents, the applicant can submit them here. We are assuming there will be requirements for a copy of a current lease, W-9 or W-8, Direct Deposit form, and proof of arrearage, if applicable. We can cater to the needs of the client on this one with the documents collected.

We would have to create the Applicant Portal to be view only with updating contact information and the collection of documents being the only option. We do not want a true Applicant Portal on this one because it is emergency funding and we do not want people changing preferences and other items on the fly. Things are moving too fast to monitor these changes in addition to all of the other requirements.

NOTE: We do not plan to Draw names off this waiting list as it is only a holding place to allow for the use of Applicant Portal to upload documents and update contact information.

Landlord Portal

Landlord portal would have to be available for 5 years. The landlord portal will make available all of the payments that have been made to them from this program. At the end of the year, the 1099 would be made available electronically.

NOTE: Any 1042 forms will be mailed and will not be available electronically on the Partner Portal.

Landlord Application Process for ERAP Assistance

Web Application User Guide – Landlord Experience

Landing Page

Standard Approach:

- Emphasys will create standard language for the welcome page
- Emphasys will provide the Spanish translation of the standard language
- Clients can modify the language and include as many translations as needed but they are responsible for the translation


Household Information

Standard Approach:

- Landlord will enter their personal information which include:
 - First Name
 - Middle Name
 - Last Name
 - Gender
 - Social Security Number
 - Birth Date
 - Citizenship
 - Race(s)
 - Ethnicity
 - Phone Number
 - Email Address

Address Information

Standard Approach:

- The portal will ask the landlord to provide their address
- 
- The user can either select the recommended address from the system or continue with their direct entry

Income Information

Standard Approach:

- Landlords will not provide their personal income information nor the tenants income information when they are applying as a landlord

Asset and Expense Information:

Standard Approach:

- This information will not be collected
- The asset and expense screens will be hidden (setup)

General Questions

Standard Approach:

- Prequalification questions are not relevant to the landlord so no questions will be asked
- Page will be hidden (setups)

Application Summary

Standard Approach:

- The landlord will review a summary of the information they have provided on the application and confirm that it is accurate before the system lets them select the waiting list

List Selection

Standard Approach:

- The ERAP waiting list will appear for any landlord that applies because there are no prequalification to get on the list

Additional Questions

Standard Approach:

- The landlord will be asked the following questions and the answers provided will import into Elite for further review
 - Please enter the name of your tenant
 - Please enter your tenant's address
 - Please enter your tenant's phone number
 - Please enter your tenant's e-mail address
 - Please enter your tenant's monthly rent amount
 - Please enter how much your tenant currently owes you
 - Please enter the address where your tenant currently lives
 - Where does your tenant currently live? They must live in one of the listed areas. If they do not live in one of the listed areas, their household does not qualify for the emergency rental assistance program. (Drop-down of eligible areas)
 - Landlords will have the ability to enter up to 20 units on a single application

Confirmation Page

Standard Approach:

- After submitting their application, the landlord will receive a confirmation number
- This page can be printed or emailed by the landlord

Applicant Portal User Guide – Landlord Experience

Documents You May Need

Standard Approach:

- The landlord will have access to documents that the Agency wants to provide, this includes but is not limited to FAQs, ERAP Terms for Signature, etc.

Landing Page

Standard Approach:

- Emphasys will create standard language for the welcome page
- Emphasys will provide the Spanish translation of the standard language
- Clients can modify the language and include as many translations as needed but they are responsible for the translation


Household Information

Standard Approach:

- Landlords will have the ability to modify their personal information which includes:
 - First Name
 - Middle Name
 - Last Name
 - Gender
 - Social Security Number
 - Birth Date
 - Citizenship
 - Race(s)
 - Ethnicity
 - Phone Number
 - Email Address

Address Information

Standard Approach

- The portal will ask the landlord to review their personal address
- The landlord will have the ability to modify their address information
- 
- The user can either select the recommended address from the system or continue with their direct entry

Income Information

Standard Approach

- This information will not be collected for the landlord

Document Collection

Standard Approach

- The documentation collection page will be utilized to retrieve documents needed from the landlord

Application Summary

Standard Approach:

- The landlord will review a summary of the information they have provided on the application and confirm that it is accurate before continuing through Applicant Portal

List Selection

Standard Approach:

- The ERAP waiting list will appear for any landlord that applies because there are no prequalification to get on the list

Additional Questions

Standard Approach:

- The landlord will be asked the following questions and the answers provided will import into Elite for further review
 - Please enter the name of your tenant
 - Please enter your tenant's address
 - Please enter your tenant's phone number
 - Please enter your tenant's e-mail address
 - Please enter your tenant's monthly rent amount
 - Please enter how much your tenant currently owes you
 - Please enter the address where your tenant currently lives
 - Where does your tenant currently live? They must live in one of the listed areas. If they do not live in one of the listed areas, their household does not qualify for the emergency rental assistance program. (Drop-down of eligible areas)

Signature

Standard Approach:

- Agencies have the ability to request a signature from the applicant certifying that they acknowledge the terms of their application before submitting it to their caseworker
- Once signed, the application is sent to the applicants caseworker for review

Elite Requirements

Waiting List

- Create the waiting list
- Create a Preferences
 - Unemployed in the last 90 days
 - At or below 50% AMI
- Set 80% AMI as the over-income limit for assessment of eligibility (Gross income)
- Turn on Preference approval to track who approves it
- Six statuses:
 - On Waiting List (Auto)
 - After Preliminary Draw (Auto)
 - Eligible (Manual after eligibility determination)
 - Selected for Assistance (Auto during Active Draw)
 - Over Income (Manual if they are determined to be over 80% AMI with their gross income)
 - Denied Assistance (Manual if they are determined ineligible)
- Set-up the Waiting List process to identify Over Income households based on 80% AMI
- Create Standard User Defined Fields. The following user defined fields will be placed within the application record:
 - Landlord Name
 - Landlord Address (city, state, and zip code)
 - Landlord Phone Number
 - Landlord E-Mail Address
 - Monthly Rent Amount
 - Amount Owed to Landlord
 - Monthly Utilities
 - Amount Owed to Utility Companies
 - Address where you currently live
 - Resident Name
 - Resident Address
 - Resident Phone Number
 - Resident E-Mail Address
 - Qualification Reason (Drop-Down)
 - Unemployed due to Covid-19
 - Reduced income due to Covid-19
 - Incurred significant debt due to Covid-19
 - Experiencing financial hardship due to Covid-19
 - Area of Eligibility (Drop-Down)
 - List the local government areas eligible for assistance by Treasury
- Follow through the normal process for lease-up
 - The move-in date will match the initial certification date
 - Draws can be conducted based on Preferences
 - Waiting List Report can be generated with all User Defined fields to allow for issuance of payment. (The report will have to be developed)

- Waiting List Cross-Reference report can be generated connecting all landlord applicants to their resident applicant counterparts. The report will use the Entity Management record to compare against the entered User Defined fields (names and unit addresses)
- Custom Waiting List report shows 80%, 50% and 30% AMI and those that are over income so they can be removed from the waiting list
- Documentation required for eligibility that is not collected through the Applicant Portal can be scanned and saved in the Attachments feature of Elite
- Follow through the process including voucher issuance and intake to move the family into the unit
- Role Security would prevent direct entry into WL. All entries would be from the Web Application to ensure the proper level of security and limit fraud
- Bulk caseworker assignment can occur at the time of draw, but there isn't one at the admission phase.
- Waiting List report will report caseload by caseworker

Unit Entry

- Create the unit in Elite

Bank Book

- Set-up Bank Account
- Check Layout and/or Direct Deposit Layout

General Ledger

- Set-up General Ledger accounts
 - Separate Fund Account
 - Separate Projects
 - Setup a Treasury Account

Income Limits

- Enter Income Limits so the Waiting List can determine 30%, 50%, and 80% AMI at a glance
- The 80% would be required to determine over-income status for waiting list monitoring
- Income determinations will be based on gross-income

Entity Management

- Enter the landlord or resident to be paid
- Must need the FEIN/SSN for the landlord in order to product 1099s
- Resident Entity ID will be used and referred to as their Key identify
- The SSN numbers will be collected to identify duplicate applications and minimize duplicate applications and allow for the tracking of who has already applied
- Documentation required for eligibility that is not collected through the Applicant Portal for Landlords can be scanned and saved in the Attachments feature of Elite

Section 8 Setup

- Create the increment and association the General Ledger and bank account
- Do not submit 50058

- Turn of Validation process
- Associate the number of increments available
- Turn off Unit Month process
- Set-up Income Targeting with gross income and 80% AMI
- Set-up Adjustment Reasons for paying historical payments
- Security rule for stopping payments on expired certifications must be turned on with no buffer months allowed
- Turn off the following validation:
 - a. 50058 validation - Policy: "Bypass 50058 Validation" set to "Yes"

Role Security

- Limit roles to those required for waiting list, the certification process, and financials

(HCV) Housing Choice Voucher

- Create the New Admission certification for current payments
- The New Admission certification will be used for payment ONLY if the client wishes to calculate tenant payment portions and pay those based on PS/FMR/Contract Rent amounts. In those cases:
 - The certification date will match the date payments are to begin
 - The Next AR date will match the date payments are to end
 - The certification will be used to pay current payments ONLY
- If the New Admission will be not be used to calculate payments, it must be created to allow for adjustments to be generated
 - The certification date will be today's date
 - The Next AR date will be today's date
 - Arrearage payments will be made using the adjustments module whether they are pro-rated based on a rental calculation or paid in full
 - These payments can be made to the landlord, the tenant, or the utility company of your choice as long as they are set-up in Entity Management
- Utilize the HAP Generation process for the payments
- 1099/1042 processing would be available
- Approval Process for Certifications and Adjustments to be used

Elite Intake – Tenant Experience

Intake Record

Standard Approach:

- The applicable preferences will be assigned
- General questions (user defined) will appear in additional information on the applicants record
- Attachments from the portal are available on the record

Draw Process

Standard Approach:

- Draws can be conducted based on Preference and AMI to serve those who meet the Treasury preference first
- Preliminary draw can occur for eligibility review
- Active draw will occur to select the applicant for assistance
- Those eligible that have been drawn will be considered for lease up

Offers

Standard Approach:

- Generate offer
- Generate briefing
- Assign the increment

Unit Entry

Standard Approach:

- If a tenant is deemed eligible and necessary has been collected by the landlord the caseworker will create the unit in preparation for lease up

Lease Up

Standard Approach:

- Enter Move In Date
- Complete the Move IN

Elite Intake - Landlord Experience

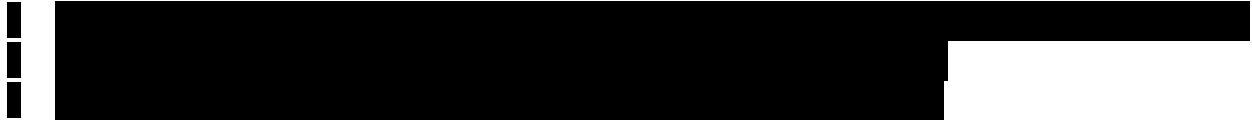
Intake Record

Standard Approach:

- General questions (user defined) will appear in additional information on the applicants record
- Attachments from the portal are available on the record

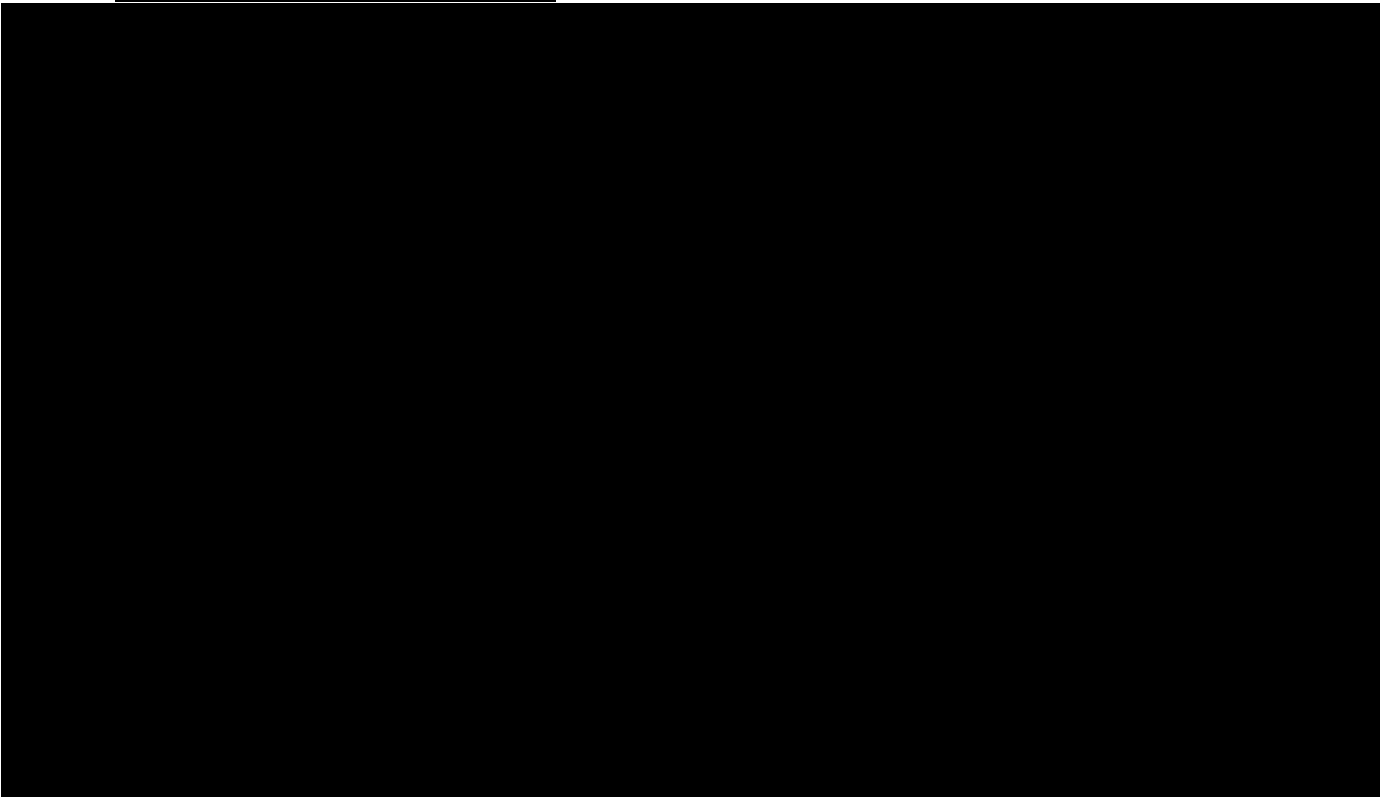
Draw Process

Standard Approach:



Assigning Owner Role

Standard Approach:



Direct Deposit Information Collection

Standard Approach:

█ [REDACTED]

[REDACTED]

Unit Entry

Standard Approach:

█ [REDACTED]

[REDACTED]

Resident Processing – Tenant Experience

Processing Certification

Standard Approach:

- Complete New Admission Certification

Payment Calculation (1 or 2 Options)

Standard Approach:

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State of New Jersey Standard Terms and Conditions

(Revised 2/1/2021)

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

1. STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT

Unless the bidder/offeror is specifically instructed otherwise in the Bid Solicitation/Request for Proposals (RFP), the following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in the RFP and should be read in conjunction with same unless the RFP specifically indicates otherwise. In the event that the bidder/offeror would like to present terms and conditions that are in conflict with either these terms and conditions or those set forth in the RFP, the bidder/offeror must present those conflicts during the Question and Answer period for the State to consider. Any conflicting terms and conditions that the State is willing to accept will be reflected in an addendum to the RFP. The State's terms and conditions shall prevail over any conflicts set forth in a bidder/offeror's Proposal that were not submitted through the question and answer process and approved by the State. Nothing in these terms and conditions shall prohibit the Director of the Division of Purchase and Property (Director) from amending a contract when the Director determines it is in the best interests of the State.

1.1 CONTRACT TERMS CROSSWALK

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

2. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

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

2.1 BUSINESS REGISTRATION

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

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

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

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

2.2 ANTI-DISCRIMINATION

All parties to any contract with the State agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules 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 Construction Contracts (Exhibit B and Executive Order 151, August 28, 2009, attached) as appropriate.

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

2.3 PREVAILING WAGE ACT

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

2.4 AMERICANS WITH DISABILITIES ACT

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

2.5 MACBRIDE PRINCIPLES

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

2.6 PAY TO PLAY PROHIBITIONS

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

- A. Make or solicit a contribution in violation of the statute;
- B. Knowingly conceal or misrepresent a contribution given or received;
- C. Make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;
- D. Make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate or holder of the public office of Governor or Lieutenant Governor, or to any State or county party committee;
- E. Engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation;
- F. Fund contributions made by third parties, including consultants, attorneys, family members, and employees;
- G. Engage in any exchange of contributions to circumvent the intent of the Legislation; or
- H. Directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

2.7 POLITICAL CONTRIBUTION DISCLOSURE

The contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271, §3 as amended) if in a calendar year the contractor receives one (1) or more contracts valued at \$50,000.00 or more. It is the contractor's responsibility to determine if filing is necessary. Failure to file can result in the imposition of penalties by ELEC.

Additional information about this requirement is available from ELEC by calling 1(888)313-3532 or on the internet at <http://www.elec.state.nj.us/>.

2.8 STANDARDS PROHIBITING CONFLICTS OF INTEREST

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

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

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

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

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

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

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

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

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

The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of

the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.

2.10 COMPLIANCE - LAWS

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

2.11 COMPLIANCE - STATE LAWS

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

2.12 WARRANTY OF NO SOLICITATION ON COMMISSION OR CONTINGENT FEE BASIS

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

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

3.1 COMPLIANCE - CODES

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

3.2 PUBLIC WORKS CONTRACTOR REGISTRATION ACT

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

3.3 PUBLIC WORKS CONTRACT - ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS

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

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

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

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

3.4 BUILDING SERVICE

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

3.5 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT

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

3.6 SERVICE PERFORMANCE WITHIN U.S.

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

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

3.7 BUY AMERICAN

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

3.8 DOMESTIC MATERIALS

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

3.9 DIANE B. ALLEN EQUAL PAY ACT

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

3.10 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.

4. INDEMNIFICATION AND INSURANCE

4.1 INDEMNIFICATION

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

- A. Indemnification for Third Party Claims - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract, including liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract;
- B. The contractor's indemnification and liability under subsection (a) is not limited by, but is in addition to the insurance obligations contained in Section 4.2 of these Terms and Conditions; and
- C. In the event of a patent and copyright claim or suit, the contractor, at its option, may: (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

4.2 INSURANCE

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

The insurance to be provided by the contractor shall be as follows:

- A. Occurrence Form Commercial General Liability Insurance or its equivalent: The minimum limit of liability shall be \$1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Commercial General Liability Insurance policy or its equivalent shall name the State, its officers, and employees as "Additional Insureds" and include the blanket additional insured endorsement or its equivalent. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic Commercial General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage;
- B. Automobile Liability Insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1,000,000 per occurrence as a combined single limit. The State must be named as an "Additional Insured" and a blanket additional insured endorsement or its equivalent must be provided when the services being procured involve vehicle use on the State's behalf or on State controlled property;
- C. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:
 1. \$1,000,000 BODILY INJURY, EACH OCCURRENCE;
 2. \$1,000,000 DISEASE EACH EMPLOYEE; and
 3. \$1,000,000 DISEASE AGGREGATE LIMIT.
- D. This \$1,000,000 amount may have been raised by the RFP when deemed necessary by the Director; and
- E. In the case of a contract entered into pursuant to N.J.S.A. 52:32-17 et seq., (small business set asides) the minimum amount of insurance coverage in subsections a., b., and c. above may have been lowered in the RFP for certain commodities when deemed in the best interests of the State by the Director.

5. TERMS GOVERNING ALL CONTRACTS

5.1 CONTRACTOR IS INDEPENDENT CONTRACTOR

The contractor's status shall be that of any independent contractor and not as an employee of the State.

5.2 CONTRACT AMOUNT

The estimated amount of the contract(s), when stated on the RFP form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of the RFP or any contract entered into as a result of the RFP.

5.3 CONTRACT TERM AND EXTENSION OPTION

If, in the opinion of the Director, it is in the best interest of the State to extend a contract, the contractor shall be so notified of the Director's Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director's request to extend the term and period of performance of the contract. If the contractor agrees to the extension, all terms and conditions of the original contract shall apply unless more favorable terms for the State have been negotiated.

5.4 STATE'S OPTION TO REDUCE SCOPE OF WORK

The State has the option, in its sole discretion, to reduce the scope of work for any deliverable, task or subtask called for under this contract. In such an event, the Director shall provide to the contractor advance written notice of the change in scope

of work and what the Director believes should be the corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:

- A. If the contractor does not agree with the Director's proposed adjusted contract price, the contractor shall submit to the Director any additional information that the contractor believes impacts the adjusted contract price with a request that the Director reconsider the proposed adjusted contract price. The parties shall negotiate the adjusted contract price. If the parties are unable to agree on an adjusted contract price, the Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted contract price; and
- B. If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the Director an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Director may request. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the compensation to be paid for such work effort.

5.5 CHANGE IN LAW

If, after award, a change in applicable law or regulation occurs which affects the Contract, the parties may amend the Contract, including pricing, in order to provide equitable relief for the party disadvantaged by the change in law. The parties shall negotiate in good faith, however if agreement is not possible after reasonable efforts, the Director shall make a prompt decision as to an equitable adjustment, taking all relevant information into account, and shall notify the Vendor {Contractor} of the final adjusted contract price.

5.6 SUSPENSION OF WORK

The State may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid for goods ordered, goods delivered, or services requested and performed until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director shall make an equitable adjustment, if any is required, to the contract price. The contractor shall provide whatever information that Director may require related to the equitable adjustment.

5.7 TERMINATION OF CONTRACT

A. For Convenience:

Notwithstanding any provision or language in this contract to the contrary, the Director may terminate this contract at any time, in whole or in part, for the convenience of the State, upon no less than 30 days written notice to the contractor;

B. For Cause:

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

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

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

5.8 SUBCONTRACTING OR ASSIGNMENT

A. Subcontracting: The contractor may not subcontract other than as identified in the contractor's proposal without the prior written consent of the Director. Such consent, if granted in part, shall not relieve the contractor of any of his/her responsibilities under the contract, nor shall it create privity of contract between the State and any subcontractor. If

the contractor uses a subcontractor to fulfill any of its obligations, the contractor shall be responsible for the subcontractor's: (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws; and

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

5.9 NO CONTRACTUAL RELATIONSHIP BETWEEN SUBCONTRACTORS AND STATE

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

5.10 MERGERS, ACQUISITIONS

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

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

5.11 PERFORMANCE GUARANTEE OF CONTRACTOR

The contractor hereby certifies that:

- A. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice;
- B. All equipment supplied to the State and operated by electrical current is UL listed where applicable;
- C. All new machines are to be guaranteed as fully operational for the period stated in the contract from time of written acceptance by the State. The contractor shall render prompt service without charge, regardless of geographic location;
- D. Sufficient quantities of parts necessary for proper service to equipment shall be maintained at distribution points and service headquarters;
- E. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice;
- F. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract; and
- G. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

5.12 DELIVERY REQUIREMENTS

- A. Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the contract;
- B. The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract and in accordance with good commercial practice;
- C. Items delivered must be strictly in accordance with the contract; and
- D. In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the contract, the using agency shall be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor.

5.13 APPLICABLE LAW AND JURISDICTION

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

5.14 CONTRACT AMENDMENT

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

5.15 MAINTENANCE OF RECORDS

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

5.16 ASSIGNMENT OF ANTITRUST CLAIM(S)

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

In connection with this assignment, the following are the express obligations of the contractor:

- A. It shall take no action that will in any way diminish the value of the rights conveyed or assigned hereunder;
- B. It shall advise the Attorney General of New Jersey:
 1. In advance of its intention to commence any action on its own behalf regarding any such claim or cause(s) of action; and
 2. Immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the pendency of such action.
- C. It shall notify the defendants in any antitrust suit of the within assignment at the earliest practicable opportunity after the contractor has initiated an action on its own behalf or becomes aware that such an action has been filed on its behalf by another person. A copy of such notice shall be sent to the Attorney General of New Jersey; and
- D. It is understood and agreed that in the event any payment under any such claim or cause of action is made to the contractor, it shall promptly pay over to the State of New Jersey the allotted share thereof, if any, assigned to the State hereunder.

6. TERMS RELATING TO PRICE AND PAYMENT

6.1 PRICE FLUCTUATION DURING CONTRACT

Unless otherwise agreed to in writing by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract. In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director must be notified, in writing, of any price reduction within five (5) days of the effective date. Failure to report price reductions may result in cancellation of contract for cause, pursuant to provision 5.7(b)1.

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

6.2 TAX CHARGES

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

6.3 PAYMENT TO VENDORS

- A. The using agency(ies) is (are) authorized to order and the contractor is authorized to ship only those items covered by the contract resulting from the RFP. If a review of orders placed by the using agency(ies) reveals that goods and/or

services other than that covered by the contract have been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or not award the contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by the agency, regardless of the time between the date of delivery and discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price;

- B. The contractor must submit invoices to the using agency with supporting documentation evidencing that work or goods for which payment is sought has been satisfactorily completed or delivered. For commodity contracts, the invoice, together with the Bill of Lading, and/or other documentation to confirm shipment and receipt of contracted goods must be received by the using agency prior to payment. For contracts featuring services, invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor's bid proposal. All invoices must be approved by the State Contract Manager or using agency before payment will be authorized;
- C. In all time and materials contracts, the State Contract Manager or designee shall monitor and approve the hours of work and the work accomplished by contractor and shall document both the work and the approval. Payment shall not be made without such documentation. A form of timekeeping record that should be adapted as appropriate for the Scope of Work being performed can be found at www.nj.gov/treasury/purchase/forms/Vendor_Timesheet.xls; and
- D. The contractor shall provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business, minority or woman-owned subcontractor(s). This breakdown shall be sent to the Chief of Operations, Division of Revenue, P.O. Box 628, Trenton, NJ 08646.

6.4 OPTIONAL PAYMENT METHOD: P-CARD

The State offers contractors the opportunity to be paid through the MasterCard procurement card (p-card). A contractor's acceptance and a State agency's use of the p-card are optional. P-card transactions do not require the submission of a contractor invoice; purchasing transactions using the p-card will usually result in payment to a contractor in three (3) days. A contractor should take note that there will be a transaction-processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the MasterCard. Additional information can be obtained from banks or merchant service companies.

6.5 NEW JERSEY PROMPT PAYMENT ACT

The New Jersey Prompt Payment Act, N.J.S.A. 52:32-32 et seq., requires state agencies to pay for goods and services within 60 days of the agency's receipt of a properly executed State Payment Voucher or within 60 days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the State prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest shall not be paid until it exceeds \$5.00 per properly executed invoice.

Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

6.6 AVAILABILITY OF FUNDS

The State's obligation to make payment under this contract is contingent upon the availability of appropriated funds and receipt of revenues from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless and until funds are appropriated each fiscal year to the using agency by the State Legislature and made available through receipt of revenue.

7. TERMS RELATING TO ALL CONTRACTS FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS

The provisions set forth in this Section of the Standard Terms and Conditions apply to all contracts funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

7.1 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS.

Pursuant to 2 CFR 200.321, the State must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Accordingly, if subawards are to be made the Contractor shall:

- (1) Include qualified small and minority businesses and women's business enterprises on solicitation lists;

- (2) Assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; and,
- (5) Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

7.2 DOMESTIC PREFERENCE FOR PROCUREMENTS

Pursuant to 2 CFR 200.322, where appropriate, the State has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). If subawards are to be made the Contractor shall include a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

- (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (2) "Manufactured products" means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

7.3 PROCUREMENT OF RECOVERED MATERIALS

Where applicable, in the performance of contract, pursuant to 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$ 10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

To the extent that the scope of work or specifications in the contract requires the contractor to provide recovered materials the scope of work or specifications are modified to require that as follows.

- i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 1. Competitively within a timeframe providing 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 recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

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

Where applicable, Contract and subgrants of amounts in excess of \$150,000, must comply with the following:

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

7.10 DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

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

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

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or

attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

7.12 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

- (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:
- (1) Procure or obtain;
 - (2) Extend or renew a contract to procure or obtain; or
 - (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in *Public Law 115–232*, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
 - (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
 - (ii) Telecommunications or video surveillance services provided by such entities or using such equipment.
 - (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

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

GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT B

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

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

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

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

CONSTRUCTION CONTRACTS

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

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

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

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

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

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

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

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or

subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

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

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

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

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

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

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

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

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

(ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

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

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or

subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

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

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

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

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

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

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

EXECUTIVE ORDER NO. 151 REQUIREMENTS

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

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

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

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

(Rev: 2/1/2021)

I HEREBY ACCEPT THE TERMS AND CONDITIONS OF THIS CONTRACT

DocuSigned by:

John McKay

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Signature

2/11/2021

Date

John McKay, Chief Executive Officer

Print Name and Title

Nan McKay & Associates, Inc. (NMA)

Print Name of Contractor

**WAIVERED CONTRACTS SUPPLEMENT TO THE
STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS
(Rev. 6/14/2018)**

- A. WAIVERED CONTRACTS SUPPLEMENT TO THE STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS** - This Supplement to the State of New Jersey Standard Terms and Conditions ("Supplement") shall apply to all contracts or purchase agreements made with the State of New Jersey ("State") under N.J.S.A. 52:34-9 or -10 ("Waivered Contracts"). The terms in this Supplement modify the terms of the New Jersey Division of Purchase and Property's Standard Terms and Conditions as may be updated from time to time ("Standard Terms and Conditions"). The combined terms of the Standard Terms and Conditions and this Supplement, in addition to the terms and conditions set forth in the Request for Proposal, Request for Quotation, and/or other agency request ("Solicitation"), if applicable, shall prevail over any conflicts set forth in or incorporated by reference into a contractor's proposal submitted in response to a Solicitation including any standard license, service or other agreement ("Contractor Standard Form Agreement").

The "Contract" shall consist of this Supplement, the Standard Terms and Conditions, the Solicitation, and the proposal submitted by the contractor.

The Standard Terms and Conditions are hereby incorporated by reference. Section numbering of the changes and additions enumerated below continue the number scheme of the Standard Terms and Conditions.

- B. CHANGES/ADDITIONS TO THE STANDARD TERMS AND CONDITIONS FOR ALL GOODS, SERVICES, AND INFORMATION TECHNOLOGY WAIVERED CONTRACTS:**

2.13 OWNERSHIP DISCLOSURE

Pursuant to N.J.S.A. 52:25-24.2, in the event the contractor is a corporation, partnership or limited liability company, the contractor must complete an Ownership Disclosure Form.

A current completed Ownership Disclosure Form must be received prior to or accompany the submitted proposal. A contractor's failure to submit the completed and signed form with its proposal will result in the rejection of the proposal as non-responsive and preclude the award of a Contract to said contractor unless the Division has on file a signed and accurate Ownership Disclosure Form dated and received no more than six (6) months prior to the receipt of the proposal. If any ownership change has occurred within the last six (6) months, a new Ownership Disclosure Form must be completed, signed and submitted with the proposal.

In the alternative, to comply with this section, a contractor with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

2.14 PROHIBITED INVESTMENT IN IRAN

Pursuant to N.J.S.A. 52:32-58, the contractor must utilize this Disclosure of Investment Activities in Iran form to certify that neither the contractor, nor one (1) of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the contractor, nor one (1) of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the contractor is unable to so certify, the contractor shall provide a detailed and precise description of such activities as directed on the form.

**WAIVERED CONTRACTS SUPPLEMENT TO THE
STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS
(Rev. 6/14/2018)**

2.15 STATE'S RIGHT TO INSPECT CONTRACTOR'S FACILITIES

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

The State may also consult with clients of the contractor to assist the State in making a contract award that is most advantageous to the State.

2.16 STATE'S RIGHT TO REQUEST FURTHER INFORMATION

The Director reserves the right to request all information which may assist him or her in making a contract award, including factors necessary to evaluate the contractor's financial capabilities to perform the Contract. Further, the Director reserves the right to request a contractor to explain, in detail, how the proposal price was determined.

2.17 DELIVERY TIME AND COSTS

Unless otherwise noted elsewhere in the Solicitation, all delivery times are 30 calendar days after receipt of order (ARO) and prices for items in proposals shall be submitted Freight On Board (F.O.B.) Destination (30 calendar days ARO/F.O.B.). The contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State's Using Agency or designated purchaser. Thirty calendar days ARO/F.O.B. does not cover "spotting" but does include delivery on the receiving platform of the Using Agency at any destination in the State of New Jersey unless otherwise specified.

No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at the contractor's convenience when a single shipment is ordered.

The weights and measures of the State's Using Agency receiving the shipment shall govern.

2.18 COLLECT ON DELIVERY (C.O.D) TERMS

C.O.D. terms will not be accepted.

2.19 CASH DISCOUNTS

The contractor is encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts.

Should the contractor choose to offer cash discounts the following shall apply:

- A. Discount periods shall be calculated starting from the next business day after the Using Agency has accepted the goods or services, received a properly signed and executed invoice and, when required, a properly executed performance security, whichever is latest; and
- B. The date on the check issued by the State in payment of that invoice shall be deemed the date of the State's response to that invoice.

2.20 CLAIMS AND REMEDIES

- A. All claims asserted against the State by the contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

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- B. Nothing in this Contract shall be construed to be a waiver by the State of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.
- C. In the event that the contractor fails to comply with any material Contract requirements, the Director may take steps to terminate this Contract in accordance with the Standard Terms and Conditions, authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the State by the defaulting contractor, as provided for in the State administrative code, or take any other action or seek any other remedies available at law or in equity.

2.21 NEWS RELEASES & ADVERTISING

- A. The contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this Contract without the prior written consent of the Director.
- B. The contractor shall not use the State's name, logos, images, or any data or results arising from this Contract as a part of any commercial advertising without first obtaining the prior written consent of the Director.

2.22 ORGAN DONATION

As required by N.J.S.A. 52:32-33.1, the State encourages the contractor to disseminate information relative to organ donation and to notify its employees, through information and materials or through an organ and tissue awareness program, of organ donation options. The information provided to employees should be prepared in collaboration with the organ procurement organizations designated pursuant to 42 U.S.C. 1320b-8 to serve in this State.

3.8 PERFORMANCE SECURITY

If performance security is required, such security must be submitted with the bid in the amount listed in the Solicitation. N.J.A.C. 17:12-2.5. Acceptable forms of performance security are as follows:

1. A properly executed individual or annual performance bond issued by an insurance or security company authorized to do business in the State of New Jersey,
2. A certified or cashier's check drawn to the order of "Treasurer, State of New Jersey," or
3. An irrevocable letter of credit issued by a federally insured financial institution and naming "Treasurer, State of New Jersey," as beneficiary.

The Performance Security must be submitted to the State within 30 days of the effective date of the Contract award and cover the period of the Contract and any extensions thereof. Failure to submit performance security may result in cancellation of the Contract for cause and nonpayment for work performed.

Although the performance bond is required for the full term of the Contract, the Director recognizes that the industry practice of sureties is to issue a one (1) year performance bond for goods and services contracts. Thus, the contractor is permitted to submit a one (1) year performance bond for the amount required under the Contract and, on each succeeding anniversary date of the Contract, provide a continuation or renewal certificate to evidence that the bond is in effect for the next year of the Contract. This procedure will remain in place for each year of the Contract thereafter until the termination of the Contract. Failure to provide such proof on the anniversary date of the Contract shall result in suspension of the Contract, and possibly, termination of the Contract.

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For performance bonds based on a percentage of the total estimated Contract price. On each anniversary of the effective date of the Contract, the amount of the required performance bond, unless otherwise noted, is calculated by applying the established RFQ performance bond percentage to the outstanding balance of the estimated amount of the Contract price to be paid to the contractor.

In the event that the Contract price is increased by a Contract Amendment, the contractor may be required to provide, within 30 calendar days of the effective date of the Contract Amendment, performance bond coverage for the increase in Contract price. The required increase in the performance bond amount is calculated by applying the established bond percentage set forth above to the increase in Contract price. Failure to provide such proof to the Director of this required coverage may result in the suspension of payment to the contractor until such time the contractor complies with this requirement.

3.9 RETAINAGE

If retainage is required on the Contract as stated in the Solicitation, the state and/or agency will retain the stated percentage or retainage from each invoice. Payment of retainage will be authorized after satisfactory completion and submission of all services, deliverables or work products by the contractor and acceptance by the agency of all services, deliverables or work products required by the Contract.

For ongoing contracts, the agency will retain the stated percentage of each invoice submitted. At the end of the three (3) month period after payment of each invoice, the agency will review the contractor's performance and if performance has been satisfactory, the agency will release the retainage for the preceding three (3) month period. Following the expiration of the Contract, retained fees will be released to the contractor after certification by the agency's project manager, if any, that all services have been satisfactorily performed.

3.10 SUBCONTRACTOR UTILIZATION PLAN

A contractor that will subcontract any of the work or services to be provided under the Contract shall submit to the agency along with its proposal a Subcontractor Utilization Plan located at the following webpage: <http://www.state.nj.us/treasury/purchase/forms/subcontracting.pdf>. See also Section 5.8 of the Standard Terms and Conditions.

5.17 CONFIDENTIALITY

- a. The State's obligation to maintain the confidentiality of the contractor's confidential information provided to the State under the Contract is conditioned upon and subject to the State's obligations under the New Jersey Public Records Act, N.J.S.A. 47:1A-1 et seq., ("OPRA"), the New Jersey common law right to know, and any other lawful document request or subpoena.
- b. By virtue of the Contract, the parties may have access to information that is confidential to one another. The parties agree to disclose only information that is required for the performance of their obligations under the Contract. The contractor's confidential information, to the extent not expressly prohibited by law, shall consist of all information clearly identified as confidential at the time of disclosure ("Contractor Confidential Information"). Notwithstanding the previous sentence, the contractor acknowledges the terms and pricing of the Contract are subject to disclosure under OPRA, the New Jersey common law right to know, and any other lawful document request or subpoena.
- c. The State's Confidential Information shall consist of all information or data in any form whatsoever supplied by the State, any information or data gathered by the contractor in fulfillment of the Contract and any analysis thereof (whether in fulfillment of the Contract or not).
- d. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party, except that if the information is personally identifying to a person or entity regardless of whether it has become part of the public

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- domain through other means, the other party must maintain full efforts under the Contract to keep it confidential; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.
- e. The parties agree to hold each other's Confidential Information in confidence, using at least the same degree of care in doing so that it uses to protect its own confidential information.
 - f. In the event that the State receives a request for Contractor Confidential Information related to the Contract pursuant to a court order, subpoena, lawful document request or other operation of law, the State agrees, if permitted by law, to provide the contractor with as much notice, in writing, as is reasonably practicable and the State's intended response to such request. The contractor shall take any action it deems appropriate to protect its documents and/or information.
 - g. In addition, in the event the contractor receives a request for State Confidential Information pursuant to a court order, subpoena, or other operation of law, the contractor shall, if permitted by law, provide the State with as much notice, in writing, as is reasonably practicable and the contractor's intended response to such request. The State shall take any action it deems appropriate to protect its documents and/or information. Notice to the State shall not relieve the contractor of its obligation to take action to protect such information if the contractor is aware of a legal reason to do so.
 - h. Notwithstanding the requirements of nondisclosure described in this Section 5.17, either party may release the other party's Confidential Information (i) if directed to do so by a court or arbitrator of competent jurisdiction, (ii) pursuant to a lawfully issued subpoena or other lawful document request, (iii) in the case of the State, if the State determines the documents or information are subject to disclosure and the contractor does not exercise its rights as described in subsection (f), or if the contractor is unsuccessful in defending its rights as described in subsection (f), or (iv) in the case of the contractor, if the contractor determines the documents or information are subject to disclosure and the State does not exercise its rights as described in subsection (g), or if the State is unsuccessful in defending its rights as described in subsection (g).

C. CHANGES/ADDITIONS TO THE STANDARD TERMS AND CONDITIONS APPLICABLE TO SERVICES AND INFORMATION TECHNOLOGY WAIVERED CONTRACTS:

4.2 INSURANCE

The following paragraph D is added to section 4.2 of the Standard Terms and Conditions:

- D. Professional Liability Insurance: When it is common to the contractor's profession to do so, the contractor shall carry Errors and Omissions, Professional Liability Insurance and/or Professional Liability Malpractice Insurance sufficient to protect the contractor from any liability arising out the professional obligations performed pursuant to the requirements of the Contract. The insurance shall be in the amount of not less than \$5,000,000 and in such policy forms as shall be approved by the State. If the contractor has claims-made coverage and subsequently changes carriers during the term of the Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

5.18 OWNERSHIP

Capitalized terms used but not defined are defined in Subsection D of this Supplement, below.

- a. Contractor Intellectual Property; COTS and Customized Software – The contractor retains ownership of all Contractor Intellectual Property, and any modifications thereto and derivatives thereof, that the contractor supplies to the State pursuant to the Contract. The contractor grants the State a non-exclusive, perpetual royalty-free license to use Contractor Intellectual Property delivered to the State for the purposes contemplated by the Contract.

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- b. **Third Party Intellectual Property** – Unless otherwise specified in the Solicitation that the State, on its own, will acquire and obtain a license to Third Party Intellectual Property, the contractor shall secure on the State's behalf, in the name of the State and subject to the State's approval, a license to Third Party Intellectual Property sufficient to fulfill the business objectives, requirements and specifications identified in the Contract at no additional cost to the State beyond that in the bid price. Under no circumstances will the State accept a license for Third Party Intellectual Property that contains terms and conditions that conflict with the terms and conditions of the Contract. If the contractor uses Third Party Intellectual Property, the contractor must indemnify the State for infringement claims with respect to the Third Party Intellectual Property. The contractor agrees that its use of Third Party Intellectual Property shall be consistent with the license for the Third Party Intellectual Property, whether supplied by the contractor, secured by the State as required by the Solicitation, or otherwise supplied by the State.
- c. **Work Product; Custom Software** – The State owns all Custom Software which shall be considered "work made for hire", i.e., the State, not the contractor, subcontractor, or third party, shall have full and complete ownership of all such Custom Software. To the extent that any Custom Software may not, by operation of the law, be a "work made for hire" in accordance with the terms of the Contract, contractor, subcontractor, or third party hereby assigns to the State, or the contractor shall cause to be assigned to the State, all right, title and interest in and to any such Custom Software and any copyright thereof, and the State shall have the right to obtain and hold in its own name any copyrights, registrations and any other proprietary rights that may be available.
- d. **Work Product; Services** – The State owns all Deliverables developed for the State in the course of providing Services under the Contract, including but not limited to, all data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the Contract, including but not limited to all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the Services required under the Contract.
- e. **State Intellectual Property – Data and Background Information.** The State owns all State Intellectual Property and State data and background information provided to the contractor pursuant to the Contract. The State's data and background information shall include, without limitation, all data, technical information, and materials provided to the contractor by the State to facilitate performance of the Contract, including but not limited to all reports, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents. The items described in the preceding sentence shall be delivered or returned to the State of New Jersey upon thirty (30) days' notice by the State or thirty (30) days after the expiration or termination of the Contract. Only to fulfill the purposes of the Contract does the State grant the contractor a non-exclusive, royalty-free, worldwide license to use, copy, display, distribute, transmit and prepare derivative works of State Intellectual Property and State data and background information. Notwithstanding anything to the contrary contained in the Terms and Conditions or this Supplement, no part of the State's data will be disclosed, sold, assigned, leased or otherwise disposed of to any person or entity other than the State unless specifically directed to do so in writing by the Contract Manager. The State's license to the contractor is limited by the term of the Contract and the confidentiality obligations set forth in Section 5.17 of this Supplement.
- f. **No Rights** – Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon the contractor any right, title, or interest in State Intellectual Property or any intellectual property that is now owned or licensed to or subsequently owned by or licensed by the State. Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon the State any right, title, or interest in any Contractor Intellectual Property that is now owned or subsequently owned by the contractor. Except as expressly set forth in the Contract, nothing in the Contract shall be construed as granting to or conferring upon the State any right, title, or interest in any Third Party Intellectual Property that is now owned or subsequently owned by a Third Party.

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D. CHANGES/ADDITIONS TO THE STANDARD TERMS AND CONDITIONS FOR ALL INFORMATION TECHNOLOGY WAIVERED CONTRACTS:

1.2 DEFINITIONS

The following definitions shall apply to information technology contracts:

- i. The term "Acceptance" means the written confirmation by an Agency that the contractor has completed a Deliverable according to the specified requirements.
- ii. The term "Contractor Intellectual Property" means any intellectual property that is owned by the contractor and contained in or necessary for the use of the Deliverables or which the contractor makes available for the State to use as part of the work under the Contract. Contractor Intellectual Property includes COTS or Customized Software owned by the contractor, the contractor's technical documentation, and derivative works and compilations of any Contractor Intellectual Property.
- iii. The term Commercial Off the Shelf Software ("COTS") means Software provided by the contractor that is intended for general use.
- iv. The term "Custom Software" means Software and Work Product that is developed by the contractor at the request of the Agency to meet the specific requirements of the Agency and is intended for its use.
- v. The term "Customized Software" means COTS that is adapted by the contractor to meet specific requirements of the Agency that differ from the standard requirements of the base product.
- vi. The term "Deliverable" means the goods, products, Services and Work Product that the contractor is required to deliver to the State under the Contract;
- vii. The terms "goods" and "products" shall be deemed to include, without limitation, Software and Hardware.
- viii. The term "Hardware" shall be deemed to include computer equipment and any Software provided with the Hardware that is necessary for the Hardware to operate.
- ix. The term "Information Technology Contract" shall mean, notwithstanding any definition in New Jersey Statutes, a Contract for one or more of the following: Hardware, Software, Services, telecommunication goods and services, and all related goods.
- x. The terms "Services" shall be deemed to include, without limitation (i) Information Technology ("IT") professional services; (ii) Software and Hardware-related services, including without limitation, installation, configuration, and training and (iii) Software and Hardware maintenance and support and/or Software and Hardware technical support services.
- xi. The term "Software" means, without limitation, computer programs, source codes, routines, or subroutines supplied by the contractor, including operating software, programming aids, application programs, application programming interfaces and software products, and includes COTS, Customized Software and Custom Software, unless the context indicates otherwise.
- xii. The term "State Intellectual Property" means any intellectual property that is owned by the State. State Intellectual Property includes any derivative works and compilations of any State Intellectual Property.
- xiii. The term "Third Party Intellectual Property" means any intellectual property owned by parties other than the State or the contractor and contained in or necessary for the use of the Deliverables. Third Party Intellectual Property includes COTS owned by Third Parties, and derivative works and compilations of any Third Party Intellectual Property.
- xiv. The term "Work Product" means every invention, modification, discovery, design, development, customization, configuration, improvement, process, Software program, work of authorship, documentation, formula, datum, technique, know how, secret, or intellectual property right whatsoever or any interest therein (whether patentable or not patentable or registerable under copyright or similar statutes or subject to analogous protection) that is specifically made, conceived, discovered, or reduced to practice by the contractor or the contractor's subcontractors or a third party engaged by the contractor or its subcontractor pursuant to the Contract. Notwithstanding anything to the contrary in the preceding sentence, Work Product does not include State Intellectual Property, Contractor Intellectual Property or Third Party Intellectual Property.

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2.10 COMPLIANCE - LAWS

The following is added to section 2.10 of the Standard Terms and Conditions:

COMPLIANCE – DATA AND PRIVACY LAWS – The contractor must comply with all State and Federal data and privacy laws, rules and regulations applicable to both the contractor and the State under the Contract.

4.1 INDEMNIFICATION

Section 4.1 of the Standard Terms and Conditions is deleted in its entirety and replaced with the following:

INDEMNIFICATION AND LIMITATION OF LIABILITY:

1. **INDEMNIFICATION** - The contractor's liability to the State and its employees in third party suits shall be as follows:
 - a) The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State and its officers, agents, servants and employees, from and against any and all third party claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith:
 - i. For or on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or products supplied under the Contract or the order; and
 - ii. For or on account of the use of any patent, copyright, trademark, trade secret or other proprietary right of any copyrighted or 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. The contractor's indemnification and liability under subsection (a) is not limited by, but is in addition to the insurance obligations contained in these Standard Terms and Conditions.
 - b) In the event of a claim or suit involving third-party Intellectual Property Rights, the contractor, at its option, may: (1) procure for the State the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties. The State will (1) promptly notify the contractor in writing of the claim or suit; (2) the contractor shall have control of the defense and settlement of any claim that is subject to subsection (a); provided, however, that the State must approve any settlement of the alleged claim, which approval shall not be unreasonably withheld. The State may observe the proceedings relating to the alleged claim and confer with the contractor at its expense. Furthermore, neither the contractor nor any attorney engaged by the contractor shall defend the claim in the name of the State of New Jersey or any Agency, nor purport to act as legal representative of the State of New Jersey or any Agency, without having provided notice to the Director of the Division of Law in the Department of Law and Public Safety and to the Director of DPP. The State of New Jersey may, at its election and expense, assume its own defense and settlement.
 - c) Notwithstanding the foregoing, the contractor has no obligation or liability for any claim or suit concerning third-party Intellectual Property Rights arising from: (1) the State's unauthorized combination, operation, or use of a product supplied under the Contract with any product, device, or Software not supplied by the contractor; (2) the State's unauthorized alteration or modification of any product supplied under the Contract; (3) the contractor's compliance with the State's designs, specifications, requests, or instructions, provided that if the State provides the contractor with such designs, specifications, requests, or instructions, the contractor reviews same and advises that such designs, specifications, requests or instructions present potential issues of patent or copyright infringement and the State nonetheless directs the contractor to proceed with one or more designs, specifications, requests or instructions that

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- present potential issues of patent or copyright infringement; or (4) the State's failure to promptly implement a required update or modification to the product provided by the contractor.
- d) The contractor will be relieved of its responsibilities under subsection (a)(i) and (ii) for any claims made by an unaffiliated third party that arise solely from the actions or omissions of the State, its officers, employees or agents.
 - e) This section states the entire obligation of the contractor and its suppliers, and the exclusive remedy of the State, in respect of any infringement or alleged infringement of any Intellectual Property Rights. This indemnity obligation and remedy are given to the State solely for its benefit and in lieu of, and the contractor disclaims, all warranties, conditions and other terms of non-infringement or title with respect to any product.
 - f) The provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in the Contract, nor shall they be construed to relieve the contractor from any liability, nor preclude the State from taking any other actions available to it under any other provisions of the Contract or otherwise at law or equity.
 - g) The contractor agrees that any approval by the State or Using Agency of the work performed and/or reports, plans or specifications provided by the contractor shall not operate to limit the obligations of the contractor assumed in the Contract.
 - h) The State of New Jersey will not indemnify, defend or hold harmless the contractor. The State will not pay or reimburse for claims absent compliance with Section 4.1(2) of this Supplement and a determination by the State to pay the claim or a final order of a court of competent jurisdiction.

2. STATE RESPONSIBILITIES

Subject to the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.), the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.) and the appropriation and availability of funds, the State will be responsible for any cost or damage arising out of actions or inactions of the State, its employees or agents under Section 4.1(1)(a)(i) and (ii) of this Supplement which results in an unaffiliated third party claim. This is the contractor's exclusive remedy for these claims.

3. LIMITATION OF LIABILITY

- a) The contractor's liability to the State for actual, direct damages resulting from the contractor's performance or non-performance of, or in any manner related to, the Contract for any and all claims, shall be limited in the aggregate to 200% of the fees paid to the contractor for the products or Services giving rise to such damages, except that such limitation of liability shall not apply to the following:
 - i. The contractor's indemnification obligations as described in Section 4.1(1) of this Supplement; and
 - ii. The contractor's breach of its obligations of confidentiality described in Section 5.17 of this Supplement; and
- b) The contractor shall not be liable for consequential or incidental damages.

5.11 CONTRACTOR PERFORMANCE WARRANTIES

Section 5.11 of the Standard Terms and Conditions is deleted in its entirety and replaced with the following:

1: COTS and Customized Software

- a. Unless the Contractor Standard Form Agreement provides greater coverage as determined by the State, in its sole discretion, the contractor warrants that COTS and Customized Software products licensed to the State shall operate in all material respects as described in the Solicitation and/or contractor technical documentation for ninety (90) days after Acceptance. The State shall

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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

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contractor for the Custom Software (up to the total amount of such charges for such Custom Software) to reflect any reduction in the value of the Custom Software Deliverable as a result of the uncorrected defect. Under no circumstances does this warranty provision limit the contractor's obligations in the event of a breach of confidentiality.

- e. The contractor does not warrant that Custom Software is error-free or that it will operate uninterrupted.

3. IT Services

- a. Unless the Contractor Standard Form Agreement provides greater coverage, as determined by the State, in its sole discretion, the contractor warrants that all Services will be provided in a professional manner consistent with industry standards. The State shall notify the contractor of any Services warranty deficiencies within ninety (90) days from performance of the deficient Services.
- b. In the event of any breach of this warranty, the contractor shall re-perform the deficient Services, or if the contractor cannot substantially correct a breach in a commercially reasonable manner, the State may end the relevant Services and recover the fees paid to the contractor for the deficient Services.

4. Hardware

- a. Unless the Contractor Standard Form Agreement provides greater coverage, as determined by the State, in its sole discretion, the contractor warrants that the equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice.
- b. The contractor warrants that all equipment supplied to the State and operated by electrical current is UL listed where applicable.
- c. The contractor warrants that all new machines are to be guaranteed as fully operational for one (1) year from time of Acceptance by the State. For the avoidance of doubt, Acceptance with respect to Hardware in this subsection (d) shall occur no later than sixty (60) days after delivery, as evidenced by a signed delivery receipt. The contractor shall render prompt service without charge, regardless of geographic location.
- d. The contractor warrants that sufficient quantities of parts necessary for proper service to equipment shall be maintained at distribution points and service headquarters.
- e. The contractor warrants that trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice.
- f. The contractor warrants that all Software included with the Hardware shall perform substantially in accordance with specifications, for one (1) year from the time of Acceptance. The contractor warrants that Software media will be free from material defects in materials and workmanship for a period of one (1) year from the date of Acceptance.
- g. In the event of any breach of this warranty, the contractor shall promptly repair, replace or refund the purchase price of product rejected for failure to conform with the contractor's product specifications.

- 5. THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, AND THE CONTRACTOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.**

**WAIVERED CONTRACTS SUPPLEMENT TO THE
STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS
(Rev. 6/14/2018)**

5.19 AUDIT NOTICE AND DISPUTE RESOLUTION

To the extent the contractor's proposal or Standard Form Agreement permits the contractor to conduct periodic audits of the State's usage of the Contractor Intellectual Property provided thereunder, such provision is amended to include the following audit notice and dispute resolution process:

- a. **AUDIT NOTICE** – Notwithstanding anything to the contrary in the contractor's proposal or Standard Form Agreement, in the event that the contractor seeks to exercise a right in its proposal or Standard Form Agreement to audit the State's use of Contractor Intellectual Property, the contractor shall deliver simultaneous written notice, no less than thirty days in advance of the audit start date (unless the contractor's notice provides a longer notice period), to the:
 - i. Director of the New Jersey Department of Treasury, Division of Purchase and Property:
Procurement Bureau, Technology Unit
P.O. Box 230
Trenton, NJ 08625-0230
 - ii. Chief of Staff of the New Jersey Office of Information Technology:
Office of the Chief Technology Officer
300 Riverview Plaza
Trenton, NJ 08625
 - iii. State Contract Manager.

The notice shall reference the specific audit provision(s) in the contractor's proposal or Standard Form Agreement being exercised and include copies of same, specify the means by which the contractor will conduct the audit, and shall require the audit to be conducted in accordance with generally accepted standards in the field of such audits.

- b. **AUDIT DISPUTE RESOLUTION** -- If the State, in good faith, provides the contractor with written notice of an alleged error in the amount of underpaid fees due the contractor as a result of an audit (the "dispute"), then the parties will endeavor to resolve the dispute in accordance with this paragraph. Each party will appoint a Vice President, Assistant Director, or the equivalent (hereinafter referred to as "Representative") to discuss the dispute and no formal proceedings for the judicial resolution of such dispute, except for the seeking of equitable relief or those required to avoid non-compliance with the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1 et seq., may begin until either such Representative concludes, after a good faith effort to resolve the dispute, that resolution through continued discussion is unlikely. In addition, the parties shall refrain from exercising any termination right related to the dispute being considered under this paragraph and shall continue to perform their respective obligations under the Contract while they endeavor to resolve the dispute under this paragraph.
- c. **STATE NOT LIABLE FOR AUDIT COSTS** -- Notwithstanding anything to the contrary in the contractor's proposal or Standard Form Agreement, the State will not reimburse the contractor for any costs related to an audit.
- d. **NO AUDIT RIGHT CREATED** -- In the event that the contractor's proposal or Standard Form Agreement does not permit audits of the State's usage of Contractor Intellectual Property, Section 5.19 of this Supplement shall not be interpreted to provide such an audit right.

**WAIVERED CONTRACTS SUPPLEMENT TO THE
STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS
(Rev. 6/14/2018)**

**I HEREBY ACCEPT THE TERMS AND CONDITIONS
OF THIS CONTRACT**


Signature

10/29/2020
Date

John McKay, Chief Executive Officer
Print Name and Title

Nan McKay and Associates, Inc.
Print Name of Contractor