

**AGREEMENT
IN CONNECTION WITH
New Jersey State Waiver No. AN-103 and AN-103 Supplement #1**

This Agreement is made effective as of _____, by and between Navient B.P.O., LLC (“Navient”), whose address is 13865 Sunrise Valley Drive, Suite 100, Herndon, Virginia 20170, and the State of New Jersey, Department of the Treasury, Division of Purchase and Property, whose address is 33 West State Street, 8th Floor, P.O. Box 039, Trenton, New Jersey 08625-0039, on behalf of the State of New Jersey, Department of Labor and Workforce Development (collectively, the “State,” and collectively with Navient, the “Parties”).

WHEREAS, the State awarded Navient a contract through the Public Exigency Waiver process (herein “Waiver Number AN-103”) to operate a supplemental unemployment insurance call center because of the historic call volumes caused by the rapid rise in unemployment associated with the COVID-19 pandemic;

WHEREAS, the original price structure under Waiver Number AN-103, attached hereto as Attachment A (the “Price Structure”), includes five “Levels” or “Tiers” and was negotiated through two Best and Final Offer processes;

WHEREAS, Waiver Number AN-103 was approved under the provisions of N.J.S.A. 52:34-10(b) for a period of six months in the amount of \$40,000,000;

WHEREAS, Waiver Number AN-103 will expire on December 16, 2020;

WHEREAS, the State still has need of Navient’s services because the State is still experiencing historic levels of unemployment caused by the ongoing COVID-19 pandemic;

WHEREAS, the State wishes to extend the terms of Waiver Number AN-103 for an additional six months and provide for an additional \$20,000,000.00 in funding through the Public Exigency Waiver process (herein “Waiver Number AN-103 Supplement #1”);

WHEREAS, the Parties have also agreed to amend the pricing structure in a manner that will be more beneficial to the State, by adding smaller sub-Tiers for each of Tiers 3, 4 and 5, and wish to memorialize their agreement in writing;

THEREFORE, for good and valuable consideration, the Parties to this Agreement hereby agree as follows:

1. The Parties agree the agreement between Navient and the State consists of the following documents (which shall be collectively referred to as the “Contract”):
 - A. This Agreement;
 - B. The State of New Jersey Standard Terms and Conditions (Rev: 10/21/19), signed on 5/5/2020, (“Standard Terms and Conditions”), as amended by the Waivered Contracts Supplement to the State of New Jersey Standard Terms and Conditions (Rev: 6/14/18), signed on 5/5/2020, (“Waivered Contracts Supplement,” and collectively with the

- Standard Terms and Conditions, “Terms and Conditions”);
- C. The Request for Quotations for Unemployment Call Center Services (the “RFQ”) issued by the State on 4/24/2020;
- D. Navient’s Proposal in response to the RFQ including the Price Structure.

In the event of a conflict in the terms and conditions among the documents comprising the Contract, the above order shall prevail for purposes of the interpretation thereof (listed from highest ranking to lowest ranking). For the avoidance of doubt, the Terms and Conditions shall prevail over any other terms not otherwise amended by a written agreement signed by the Parties.

2. The Parties agree that the pricing for Tiers 3, 4, and 5 of the Price Structure is hereby amended and restated in its entirety as follows:

Number of calls handled daily	All-Inclusive Price per month	Cumulative Total
Tier 3a: 5,001 - 6,000 calls per day	\$233,899.35	\$1,474,830.75
Tier 3b: 6,001 - 7,000 calls per day	\$233,899.35	\$1,708,730.09
Tier 3c: 7,001 - 8,000 calls per day	\$233,899.35	\$1,942,629.44
Tier 3d: 8,001 - 9,000 calls per day	\$233,899.35	\$2,176,528.78
Tier 3e: 9,001 - 10,000 calls per day	\$233,899.35	\$2,410,428.13
Tier 4a: 10,001 – 11,000 calls per day	\$219,867.10	\$2,630,295.23
Tier 4b: 11,001 – 12,000 calls per day	\$219,867.10	\$2,850,162.33
Tier 4c: 12,001 – 13,000 calls per day	\$219,867.10	\$3,070,029.43
Tier 4d: 13,001 – 14,000 calls per day	\$219,867.10	\$3,289,896.53
Tier 4e: 14,001 – 15,000 calls per day	\$219,867.10	\$3,509,763.63
Tier 5x: Each Additional 1,000 calls per day	\$219,867.10	\$3,729,630.73


3. The Parties agree the remainder of the Price Schedule, including without limitation the Tier 1 and 2 pricing and the price schedule for the Additional Work Rates, remains unchanged.
4. The Parties agree the State will use commercially reasonable efforts to provide thirty (30) calendar days’ prior written notice to Navient should the State reasonably expect that average daily call volume to Navient’s Call Center will decrease to Tier 1 provided, however, that the failure to provide such notice shall not constitute a breach of the Contract nor shall it impair or delay the applicability of Tier 1 pricing if it otherwise applies to actual call volume.

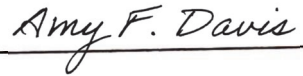
5. The term of the Agreement shall be extended to June 16, 2021.
6. The Parties agree hereto this Agreement may be executed in counterparts, with each original signed page to become part of the original document.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of execution by the parties below.


Navient B.P.O., LLC

STATE OF NEW JERSEY
Department of the Treasury
Division of Purchase and Property

By: 
Name: Chad Wilson
Title: President
Date: 12/10/2020

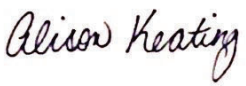
By: 
Name: Amy F. Davis
Title: Associate Deputy Director
Date: January 26, 2021

STATE OF NEW JERSEY
Department of Labor and Workforce Development

By: 
Name: Robert Asaro-Angelo
Title: Commissioner
Date: 12/10/20

Approved as to Form:

GURBIR S. GREWAL
Attorney General of the State of New Jersey


By: _____
Alison Keating Deputy Attorney General