

AMENDMENT NO. 4

**CONTRACT FOR PROFESSIONAL SERVICES
INFORMATION TECHNOLOGY and
BUSINESS PROCESS ANALYSIS CONSULTING SERVICES
MICROSOFT DYNAMICS CRM 2013, THIRD-PARTY COMMERCIAL
LOAN SYSTEM and ADDITIONAL THIRD-PARTY SYSTEMS –
PROCUREMENT & IMPLEMENTATION
DATED – January 5, 2015 (2014-RFQ/P 057)**

This FOURTH AMENDMENT is made the 12 day of November 2020 by CROWE, LLP (“CROWE”) and the NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY (the “AUTHORITY”).

WHEREAS, CROWE and the AUTHORITY entered into a certain CONTRACT FOR PROFESSIONAL SERVICES (the “Contract”) dated January 5, 2015; and

WHEREAS, the Contract provided for an initial term of two (2) years, with three (3) one (1) year extension periods, and gave the AUTHORITY the right it its sole discretion to extend the term on a month-to-month; and

WHEREAS, CROWE and the AUTHORITY entered into a certain Contract Amendment No. 1, dated October 12, 2018, wherein the original contract amount of \$5,552,720.97 was increased by \$750,000 to a revised maximum not to exceed amount of \$6,302,720.97; and

WHEREAS, CROWE and the AUTHORITY entered into a certain Contract Amendment No. 2, dated September 10, 2019, wherein the contract amount was increased by an additional \$400,000 to a revised maximum not to exceed amount of \$6,702,720.97 to perform work to address continued data conversion, user acceptance testing complexities, and creation of system reports in order to complete the work required to complete the project

WHEREAS, CROWE and the AUTHORITY entered into a certain Contract Amendment No. 3, dated September 10, 2019, which provided for (1) an eight-month extension of the contract term from January 5, 2020 to August 31, 2020, (2) an increase in the contract amount by an additional not to exceed amount of \$1,050,000.00 to a revised maximum not to exceed amount of \$7,752,720.97 to complete additional system enhancements identified during the original project, and (3) required that new work be delivered in the form of "future releases" of the software beyond the original system software launched on July 1, 2019, via a Task Order Request form initiated by

the AUTHORITY, priced by CROWE in accordance with the original contract rates and approved by the AUTHORITY, prior to any work beginning; and

WHEREAS, the AUTHORITY Board approved delegated authority to staff to extend the Contract further, from August 31, 2020 to November 30, 2020, if necessary, for up to three additional months in case of unexpected delays; and

WHEREAS, on June 24, 2020, the AUTHORITY notified CROWE in writing that it was exercising its right to extend the term on a month-to-month basis and the Contract term was thereby extended for three months to November 30, 2020; and

WHEREAS, subsequent to the execution of Amendment No. 3 and prior to the completion of the Work (as defined in the Contract and amended by Amendment Nos. 1 through 3), Governor Phil Murphy issued Executive Order 103, declaring a State of Emergency and a Public Health Emergency to ramp up New Jersey's efforts to contain the spread of the COVID-19 pandemic; and

WHEREAS, in response to the widespread economic disruption caused by COVID-19, the Authority has developed and administered a host of emergency assistance programs designed to deploy funding to small businesses and nonprofit organizations as short-term, immediate support for payroll and working capital; and

WHEREAS, in order to implement these COVID-19 related emergency assistance programs, the AUTHORITY issued a series of Task Order Requests to CROWE to develop additional modules for the COVID-19 related emergency assistance programs, more specifically to create numerous workflows, alter database structures, create new accounting processes to distribute funds, set up dashboards in CRM and Enable, and develop new reports, all of which tasks are comparable in nature to the original Work; and

WHEREAS, at the AUTHORITY's request, CROWE prioritized those COVID-19 related modules over the Work (as defined in the Contract and amended by Amendment Nos. 1 through 3) utilizing \$175,000 funding previously allocated to the Work; and

WHEREAS, as a result of the COVID-19 pandemic and the prioritization of work on COVID-19 modules, CROWE has not yet completed all of the Work required to be performed under the Contract, as amended by Amendment Nos. 1 through 3; and

WHEREAS, CROWE and the AUTHORITY agree that, under the circumstances, additional time is needed to complete both the Work and the COVID-19 modules; and

WHEREAS, the AUTHORITY anticipates utilizing funding received from the Coronavirus Relief Fund established under the Federal Coronavirus Aid, Relief, and Economic Security Act for costs associated with the COVID-19 related modules and CROWE acknowledges

the need to incorporate certain federally-mandated contract provisions; and

WHEREAS, CROWE and the AUTHORITY wish to modify and amend the Contract to incorporate the additional modules, increase the total not-to-exceed price, and extend the term of the Contract, as more fully set forth below.

NOW, THEREFORE, in consideration of the mutual covenants herein stated the parties do agree as follows:

1. The above recitals are specifically incorporated herein by reference.
2. Paragraph 2 of the Contract is hereby deleted and replaced with the following:

Time. The Vendor shall render the services described in the Vendor's Proposal and as required by the Authority and generally pursuant to the Fee Schedule included therein, as amended by Amendment Nos. 1 through 4.

The term is extended to November 30, 2021 to permit the Vendor to complete the Work (as defined in the Contract and amended by Amendment Nos. 1 through 4). All work required by the Contract, as amended by Amendment Nos. 1 through 4, shall be completed by that date. Except as explicitly modified by Amendment Nos. 1, 2, 3, or 4, pricing shall remain firm throughout the term of the contract and any extensions thereto.

3. This AMENDMENT #4 shall further amend the Contract to increase the revised contract amount to a maximum not to exceed \$8,002,720.97 to reflect the additional work completed and to be completed by CROWE, as detailed in the written Task Orders.

4. The contract amount shall be increased by a maximum not to exceed \$800,000.00, bringing the total contract amount to \$8,802,720.97. The \$800,000.00 increase will cover the costs to complete COVID-19 related system functionality identified as the Authority launched several new emergency programs to support small businesses impacted by the COVID-19 pandemic which will support new functionality not contemplated in the original scope of work. The new work will continue to be delivered in the form of "future releases" of the software beyond the original system version launched on July 1, 2019.

5. The federally-mandated contract provisions (attached hereto as Exhibit 1) are incorporated herein by reference.

6. Except as expressly stated herein, all the terms and conditions of the Contract are

hereby confirmed and shall continue to be effective between the parties with respect to the subject matter of the Contract.

7. The Parties agree to accept electronic signatures on this Amendment.

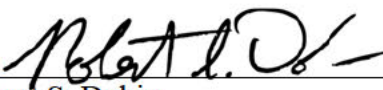
IN WITNESS WHEREOF, intending to be legally bound hereby, CROWE and the AUTHORITY have hereunto affixed their hands and seals to this Fourth Amendment to the Contract for Professional Services - Information Technology and Business Process Analysis Consulting Services - Microsoft Dynamics CRM 2013, Third-Party Commercial Loan System and Additional Third-Party Systems – Procurement & Implementation effective as of the date above written.

ATTEST:



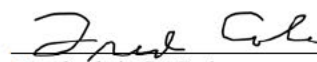
Delia Bruntz
Assistant Director

CROWE, LLP

By: 

Robert S. Dobis
Partner

ATTEST:



Frederick J. Cole
Senior Vice-President

NEW JERSEY ECONOMIC
DEVELOPMENT AUTHORITY

By: 

Tim Sullivan
Chief Executive Officer



STATE OF NEW JERSEY RIDER FOR PURCHASES FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS (REVISED 11/12/2020) - EXHIBIT 1

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

I. 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.

II. 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.

III. 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."

IV. 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.

V. 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.

VI. 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.

VII. 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.

VIII. 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.

IX. 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.

X. 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.

XI. 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.

TASK ORDER REQUEST (TOR) 13**AMENDMENT 3 – CROWE LLP****2014 RFQ/P-057 – PROFESSIONAL SVS INFORMATION TECHNOLOGY
AND BUSINESS PROCESS CONSULTING SERVICES**

DATE	March 23, 2020
TOR RELEASE NUMBER	057 -
TOR RELEASE TITLE	Project Enable COVID19 Response Support (<i>CRM + EnABLE Support to NJEDA COVID19 Efforts</i>)
DATE COST ESTIMATE IS NEEDED BY:	
DATE T. Murphy APPROVAL IS GIVEN TO PROCEED:	

NJEDA & TOR COST SUBMISSION CONTACT:	Tom Murphy, Chief Information Officer, [REDACTED] [REDACTED]
---	---

PROJECT SCOPE OF WORK: Microsoft Dynamics CRM Support

This is intended to follow TO#1 Support once it has been exhausted.

Under this Task Order, Crowe will provide ad hoc support for the Microsoft Dynamics CRM and EnABLE environments, as requested and agreed to by NJEDA based on the COVID19 response activities. Requirements and progress detail are tracked within the CRM HelpDesk.

Activities could include the following specific to COVID19 response (for example):

- Ad hoc support and training in CRM and EnABLE
- Support setup and maintenance of new programs, workflows, and procedures in CRM and EnABLE
- Support NJEDA workers as they work remotely (address user questions, etc)
- Training of new users
- Perform requested analysis
- New reports
- Staff augmentation, as requested

The items tracked in the Task Order are specific to NJEDA's COVID19 response, and separate from sprint work and other general support, which are under other Task Orders, as appropriate.

As NJEDA identifies additional needs under this agreement, Crowe and NJEDA would mutually agree on the scope of each effort prior to beginning the work and create a new Task Order.

Assumptions

- It is anticipated that no travel will be required to complete the task order. Travel, if requested by NJEDA, will be billed at actual cost and approved in advance by NJEDA

- Support is provided at the request of NJEDA.

COST SUBMISSION:

CROWE to price out the above SOW, stating the TOTAL NUMBER OF HOURS FOR EACH CONTRACT TITLE LISTED that is necessary to perform the above SOW, in accordance with the Fee Schedule Hourly Rate Card from 2014 - RFQ/P - 057 Professional Services Information Technology and Business Process Analysis Consulting Services.

List below the CROWE individuals, titles, total number of hours, hourly rate, total cost for each person and Total Cost for this TOR: *(Add more lines, if needed for this TOR)*

Standard Rate Card (same rates as within the contract – dated 01/05/2015):

Contract Role	Hourly Rate	Team Member in this Role
Economic Development Advisor	\$420	N/A
Deputy Project Director	\$250	Susannah Heitger Ashley Craig
Executive Project Manager	\$350	Bob Dobis
Lead Project Manager (CRM)	\$155	Brian Sutter
Lead Developer/Asst PM (CRM)	\$180	Ryan Rettinger Peter Chang
Business Analyst/QA Tester	\$125	Jerry Ross
Business Data Architect	\$175	N/A
Asst Business Data Architect (BI Support)	\$175	N/A
Conversion Developer	\$175	N/A
Lead Project Manager (Loan)	\$150	Terri Eakins
Asst Project Manager (Loan)	\$150	Jack Eakins
Lead Developer (Loan)	\$125	Scott Slack, Kathy Slack, Ben Harris
Data Warehouse Developer	\$175	N/A
Data Analytics Developer	\$175	N/A
Reports Developer	\$125	Uma T.
SharePoint/Infrastructure Specialist	\$125	N/A
Dynamics GP HR Specialist	\$175	Cheryl Biss
CRM Integration Manager	\$295	N/A

TOTAL COST FOR THIS TOR: \$ 100,000

Indicate the beginning and ending dates to complete this SOW:

BEGIN DATE: March 23, 2020

COMPLETION DATE: _____

CROWE-Sign and Date your submission:

Robert S. Dobis Partner

DATE: April 17, 2020

(Name & Title of Person Completing)

DocuSigned by:

Robert S. Dobis

A1FD000052574A1...

(Signature of Person Completing)

Return this TOR to Tom Murphy with the above completed or attached on or before:

DATE: _____

Notice to Proceed: Tom Murphy must approve and sign off below, before any work can begin.
Failure to gain his signature, could result in rejection and non-payment of this work.

TOM MURPHY APPROVAL OF THIS TOR:

DocuSigned by:

Tom Murphy

18A2D08F7387487...

DATE: April 23, 2020

TASK ORDER REQUEST (TOR) 17**AMENDMENT 3 – CROWE LLP****2014 RFQ/P-057 – PROFESSIONAL SVS INFORMATION TECHNOLOGY
AND BUSINESS PROCESS CONSULTING SERVICES**

DATE	May 08, 2020
TOR RELEASE NUMBER	057 -
TOR RELEASE TITLE	Project Enable COVID19 Response Support (<i>CRM + EnABLE Support to NJEDA COVID19 Efforts</i>) - Part II
DATE COST ESTIMATE IS NEEDED BY:	
DATE T. Murphy APPROVAL IS GIVEN TO PROCEED:	

NJEDA & TOR COST SUBMISSION CONTACT:	Tom Murphy, Chief Information Officer, [REDACTED] [REDACTED]
---	---

**PROJECT SCOPE OF WORK: Microsoft Dynamics CRM and EnABLE Support relating to
COVID-19 Response Programming**

This TO will not be utilized until COVID-19 support in Task Order #13 is exhausted (expected mid-May 2020)

Under this Task Order, Crowe will provide ad hoc support for the Microsoft Dynamics CRM and EnABLE environments, as requested and agreed to by NJEDA based on the COVID19 response activities. Requirements and progress detail are tracked within the CRM HelpDesk.

Activities could include the following specific to COVID19 response (for example):

- COVID-19 Grant and Loan Programs, including ACH disbursements for new products/programs
- Ad hoc support and training in CRM and EnABLE
- Support setup and maintenance of new programs, workflows, and procedures in CRM and EnABLE
- Support NJEDA workers as they work remotely (address user questions, etc)
- Training of new users
- Perform requested analysis
- New reports
- Staff augmentation, as requested

The items tracked in the Task Order are specific to NJEDA's COVID19 response, and separate from sprint work and other general support, which are under other Task Orders, as appropriate.

As NJEDA identifies additional needs under this agreement, Crowe and NJEDA would mutually agree on the scope of each effort prior to beginning the work and create a new Task Order.

Assumptions

- It is anticipated that no travel will be required to complete the task order. Travel, if requested by NJEDA, will be billed at actual cost and approved in advance by NJEDA
- Support is provided at the request of NJEDA.

COST SUBMISSION:

CROWE to price out the above SOW, stating the TOTAL NUMBER OF HOURS FOR EACH CONTRACT TITLE LISTED that is necessary to perform the above SOW, in accordance with the Fee Schedule Hourly Rate Card from 2014 - RFQ/P - 057 Professional Services Information Technology and Business Process Analysis Consulting Services.

List below the CROWE individuals, titles, total number of hours, hourly rate, total cost for each person and Total Cost for this TOR: *(Add more lines, if needed for this TOR)*

Standard Rate Card (same rates as within the contract – dated 01/05/2015):

Contract Role	Hourly Rate	Team Member in this Role
Economic Development Advisor	\$420	N/A
Deputy Project Director	\$250	Susannah Heitger Ashley Craig
Executive Project Manager	\$350	Bob Dobis
Lead Project Manager (CRM)	\$155	Brian Sutter
Lead Developer/Asst PM (CRM)	\$180	Ryan Rettinger Peter Chang
Business Analyst/QA Tester	\$125	Jerry Ross
Business Data Architect	\$175	N/A
Asst Business Data Architect (BI Support)	\$175	N/A
Conversion Developer	\$175	N/A
Lead Project Manager (Loan)	\$150	Terri Eakins
Asst Project Manager (Loan)	\$150	Jack Eakins
Lead Developer (Loan)	\$125	Scott Slack, Kathy Slack, Ben Harris
Data Warehouse Developer	\$175	N/A
Data Analytics Developer	\$175	N/A
Reports Developer	\$125	Uma T.
SharePoint/Infrastructure Specialist	\$125	N/A
Dynamics GP HR Specialist	\$175	Cheryl Biss
CRM Integration Manager	\$295	N/A

TOTAL COST FOR THIS TOR: \$ 25,000

Indicate the beginning and ending dates to complete this SOW:

BEGIN DATE: May 08, 2020

COMPLETION DATE: tbd – as funds exhausted or upon NJEDA direction

CROWE-Sign and Date your submission:

Robert S. Dobis Partner

DATE: May 8, 2020

(Name & Title of Person Completing)

DocuSigned by:

Robert S. Dobis

A1FD686052574A1...

(Signature of Person Completing)

Return this TOR to Tom Murphy with the above completed or attached on or before:

DATE: _____

**Notice to Proceed: Tom Murphy must approve and sign off below, before any work can begin.
Failure to gain his signature, could result in rejection and non-payment of this work.**

TOM MURPHY APPROVAL OF THIS TOR:

DocuSigned by:

Tom Murphy

18A2D00F7387497...

DATE: May 8, 2020

TASK ORDER REQUEST (TOR) 20**AMENDMENT 3 – CROWE LLP****2014 RFQ/P-057 – PROFESSIONAL SVS INFORMATION TECHNOLOGY
AND BUSINESS PROCESS CONSULTING SERVICES**

DATE	June 10, 2020
TOR RELEASE NUMBER	057 -
TOR RELEASE TITLE	Project Enable COVID19 Response Support (<i>CRM + EnABLE Support to NJEDA COVID19 Efforts</i>) - Part III
DATE COST ESTIMATE IS NEEDED BY:	
DATE T. Murphy APPROVAL IS GIVEN TO PROCEED:	

NJEDA & TOR COST SUBMISSION CONTACT:	Tom Murphy, Chief Information Officer, [REDACTED] [REDACTED]
---	---

**PROJECT SCOPE OF WORK: Microsoft Dynamics CRM and EnABLE Support relating to
COVID-19 Response Programming**

This TO will not be utilized until COVID-19 support in Task Order #17 is exhausted

Under this Task Order, Crowe will provide ad hoc support for the Microsoft Dynamics CRM and EnABLE environments, as requested and agreed to by NJEDA based on the COVID19 response activities. Requirements and progress detail are tracked within the CRM HelpDesk.

Activities could include the following specific to COVID19 response (for example):

- COVID-19 Grant and Loan Programs, including ACH disbursements for new products/programs
- Ad hoc support and training in CRM and EnABLE
- Support setup and maintenance of new programs, workflows, and procedures in CRM and EnABLE
- Support NJEDA workers as they work remotely (address user questions, etc)
- Training of new users
- Perform requested analysis
- New reports
- Staff augmentation, as requested

The items tracked in the Task Order are specific to NJEDA's COVID19 response, and separate from sprint work and other general support, which are under other Task Orders, as appropriate.

As NJEDA identifies additional needs under this agreement, Crowe and NJEDA would mutually agree on the scope of each effort prior to beginning the work and create a new Task Order.

Assumptions

- It is anticipated that no travel will be required to complete the task order. Travel, if requested by NJEDA, will be billed at actual cost and approved in advance by NJEDA
- Support is provided at the request of NJEDA.

COST SUBMISSION:

CROWE to price out the above SOW, stating the TOTAL NUMBER OF HOURS FOR EACH CONTRACT TITLE LISTED that is necessary to perform the above SOW, in accordance with the Fee Schedule Hourly Rate Card from 2014 - RFQ/P - 057 Professional Services Information Technology and Business Process Analysis Consulting Services.

List below the CROWE individuals, titles, total number of hours, hourly rate, total cost for each person and Total Cost for this TOR: *(Add more lines, if needed for this TOR)*

Standard Rate Card (same rates as within the contract – dated 01/05/2015):

Contract Role	Hourly Rate	Team Member in this Role
Economic Development Advisor	\$420	N/A
Deputy Project Director	\$250	Susannah Heitger Ashley Craig
Executive Project Manager	\$350	Bob Dobis
Lead Project Manager (CRM)	\$155	Brian Sutter
Lead Developer/Asst PM (CRM)	\$180	Ryan Rettinger Peter Chang
Business Analyst/QA Tester	\$125	Jerry Ross
Business Data Architect	\$175	N/A
Asst Business Data Architect (BI Support)	\$175	N/A
Conversion Developer	\$175	N/A
Lead Project Manager (Loan)	\$150	Terri Eakins
Asst Project Manager (Loan)	\$150	Jack Eakins
Lead Developer (Loan)	\$125	Scott Slack, Kathy Slack, Ben Harris
Data Warehouse Developer	\$175	N/A
Data Analytics Developer	\$175	N/A
Reports Developer	\$125	Uma T.
SharePoint/Infrastructure Specialist	\$125	N/A
Dynamics GP HR Specialist	\$175	Cheryl Biss
CRM Integration Manager	\$295	N/A

TOTAL COST FOR THIS TOR: \$ 25,000

Indicate the beginning and ending dates to complete this SOW:

BEGIN DATE: June 10, 2020

COMPLETION DATE: tbd – as funds exhausted or upon NJEDA direction

CROWE-Sign and Date your submission:

Robert S. Dobis Partner

DATE: June 10, 2020

(Name & Title of Person Completing)

DocuSigned by:

Robert S. Dobis

A1FD68605274A1

(Signature of Person Completing)

Return this TOR to Tom Murphy with the above completed or attached on or before:

DATE: _____

Notice to Proceed: Tom Murphy must approve and sign off below, before any work can begin. Failure to gain his signature, could result in rejection and non-payment of this work.

TOM MURPHY APPROVAL OF THIS TOR:

DocuSigned by:

Tom Murphy

18A2D08F7387497...

DATE: June 10, 2020

TASK ORDER REQUEST (TOR) 23**AMENDMENT 3 – CROWE LLP****2014 RFQ/P-057 – PROFESSIONAL SVS INFORMATION TECHNOLOGY
AND BUSINESS PROCESS CONSULTING SERVICES**

DATE	December 2, 2020
TOR RELEASE NUMBER	057 -
TOR RELEASE TITLE	TOR 23 CRM Power Portals for PPE and Grants3 Applications
DATE COST ESTIMATE IS NEEDED BY:	
DATE T. Murphy APPROVAL IS GIVEN TO PROCEED:	

NJEDA & TOR COST SUBMISSION CONTACT:	Tom Murphy, Chief Information Officer, [REDACTED] [REDACTED]
---	---

PROJECT SCOPE OF WORK:

Microsoft Dynamics 365 CRM Power Portals work for the PPE Portals Application and Grants 3 Applications, including Development, Testing, Deployment, and Support

Under this Task Order, Crowe will provide ongoing Microsoft Dynamics CRM / Power Portals development work to setup CRM Portals for the PPE Application and Grants 3 Applications – all via the CRM Power Portals technologies.

Specifications on the Application are provided by NJEDA and tracked and managed on the Trello site here: <https://trello.com/b/BrCUtjgg/njeda-crm-portal-grant-v3>

Activities in this Phase could include ongoing work on the following tasks, for example:

1. Grants 3

- a. Development and Set-Up of Portals for Grants 3 Applications including questionnaire, dynamic question display based on decision tree, logic, and workflows
- b. Plug-in development
- c. Policy Map
- d. Opportunity Zones
- e. Pre-Registration Process with E-Mail Confirmation Process
- f. Load Testing
- g. E-mail Account Setup and Balancing
- h. Microsoft Support Coordination and Optimization
- i. Includes 3 distinct Applications with different launch dates, including:
 - i. Restaurants (Oct 29 launch)

- ii. Micro Business (Oct 30 launch)
- iii. Small Business (Nov 2 launch)
- j. Includes Spanish versions of all applications
- k. Go-Live Launches and Deployment (x 3 Applications + 1 Pre-Registration process)
- l. Post Go-Live Support

2. PPE Application (Launch Nov 10)

- a. Development and Set-Up of Portals for PPE Application including questionnaire, dynamic question display based on decision tree, logic, and workflows
 - b. Coordination based on PPE supplier requirements and data (Staples, OfficeMax, etc)
 - c. Plug-in development
 - d. Policy Map
 - e. Opportunity Zones
 - f. E-mail Account Setup and Balancing
 - g. Microsoft Support Coordination and Optimization
 - h. Includes Spanish version
 - i. Go-Live Launch and Deployment
 - j. Post Go-Live Support, including Reporting and Views
 - k. Post Go-Live Application Adjustments and re-Launch (Nov 21)
3. Supporting sending application data to 3rd parties and/or appending application data from 3rd party sources (via flat file). The 3rd party sources include:
- a. Taxation: Share of EIN for tax data
 - b. Department of Labor: Share EIN for WR30 payroll data
 - c. Department of Labor: Share EIN for unemployment insurance data
 - d. SAMS: Compare data for federal debarment
 - e. Policy Map: Share data to compare census tract data
4. Develop new Flows or modify existing Flows to support the process of updating data, validating application data, and process information regarding the application data received in the first or second phase of the application process.
5. Quality Assurance (testing) activities and issue resolution
6. Training of EDA users and admins
7. Coordinate with stakeholders, Project Management

As NJEDA identifies additional needs under this agreement, Crowe and NJEDA would mutually agree on the scope of each effort prior to beginning the work and create a new Task Order.

Assumptions

- It is anticipated that no travel will be required to complete the task order. Travel, if requested by NJEDA, will be billed at actual cost and approved in advance by NJEDA
- Support is provided at the request of NJEDA.

COST SUBMISSION:

CROWE to price out the above SOW, stating the TOTAL NUMBER OF HOURS FOR EACH CONTRACT TITLE LISTED that is necessary to perform the above SOW, in accordance

**with the Fee Schedule Hourly Rate Card from 2014 - RFQ/P - 057 Professional Services
Information Technology and Business Process Analysis Consulting Services.**

List below the CROWE individuals, titles, total number of hours, hourly rate, total cost for each person and Total Cost for this TOR: *(Add more lines, if needed for this TOR)*

Standard Rate Card (same rates as within the contract – dated 01/05/2015):

Contract Role	Hourly Rate	Team Member in this Role	Estimated Hours in this Task Order	Estimated Fees
Economic Development Advisor	\$420	N/A	0	0
Deputy Project Director	\$250	Susannah Heitger Ashley Craig	300	75,000
Executive Project Manager	\$350	Bob Dobis	25	8,750
Lead Project Manager (CRM)	\$155	Brian Sutter	400	62,000
Lead Developer/Asst PM (CRM)	\$180	Ryan Rettinger Peter Chang Eric Cahoon Kevin Lu Victor (Load Testing Specialist)	685	123,300
Business Analyst/QA Tester	\$125	Jerry Ross Chris Bonta	445	55,625
Business Data Architect	\$175	N/A	0	0
Asst Business Data Architect (BI Support)	\$175	N/A	0	0
Conversion Developer	\$175	N/A	0	0
Lead Project Manager (Loan)	\$150	Terri Eakins	0	0
Asst Project Manager (Loan)	\$150	Jack Eakins	0	0
Lead Developer (Loan)	\$125	Scott Slack Kathy Slack Ben Harris	0	0
Data Warehouse Developer	\$175	N/A	0	0
Data Analytics Developer	\$175	N/A	0	0
Reports Developer	\$125	Uma T.	0	0
SharePoint/Infrastructure Specialist	\$125	N/A	0	0
Dynamics GP HR Specialist	\$175	Cheryl Biss	0	0
CRM Integration Manager	\$295	N/A	0	0
			1,855 Hours Estimated	324,675 Fees Estimated

TOTAL COST FOR THIS TOR: \$ 325,000 (not to exceed)

Indicate the beginning and ending dates to complete this SOW:

BEGIN DATE: September 4, 2020

COMPLETION DATE: December 30, 2020

CROWE-Sign and Date your submission:

Robert S. Dobis Partner

DATE: December 2, 2020

(Name & Title of Person Completing)

DocuSigned by:

Robert S. Dobis

A1FD686052574A1...

(Signature of Person Completing)

Return this TOR to Tom Murphy with the above completed or attached on or before:

DATE: _____

Notice to Proceed: Tom Murphy must approve and sign off below, before any work can begin.
Failure to gain his signature, could result in rejection and non-payment of this work.

TOM MURPHY APPROVAL OF THIS TOR:

DocuSigned by:

Tom Murphy

18A2D08F7387497...

DATE: December 3, 2020

TASK ORDER REQUEST (TOR) 26**AMENDMENT 3 – CROWE LLP****2014 RFQ/P-057 – PROFESSIONAL SVS INFORMATION TECHNOLOGY
AND BUSINESS PROCESS CONSULTING SERVICES**

DATE	July 10, 2020
TOR RELEASE NUMBER	057 -
TOR RELEASE TITLE	Project Enable COVID19 Response Support (<i>CRM + EnABLE Support to NJEDA COVID19 Efforts</i>) - Part III
DATE COST ESTIMATE IS NEEDED BY:	
DATE T. Murphy APPROVAL IS GIVEN TO PROCEED:	

NJEDA & TOR COST SUBMISSION CONTACT:	Tom Murphy, Chief Information Officer, [REDACTED] [REDACTED]
---	---

**PROJECT SCOPE OF WORK: Microsoft Dynamics CRM and EnABLE Support relating to
COVID-19 Response Programming****This TO will not be utilized until COVID-19 support in Task Order #20 is exhausted**

Under this Task Order, Crowe will provide ad hoc support for the Microsoft Dynamics CRM and EnABLE environments, as requested and agreed to by NJEDA based on the COVID19 response activities. Requirements and progress detail are tracked within the CRM HelpDesk.

Activities could include the following specific to COVID19 response (for example):

- COVID-19 Grant and Loan Programs, including ACH disbursements for new products/programs
- Ad hoc support and training in CRM and EnABLE
- Support setup and maintenance of new programs, workflows, and procedures in CRM and EnABLE
- Support NJEDA workers as they work remotely (address user questions, etc)
- Training of new users
- Perform requested analysis
- New reports
- Staff augmentation, as requested

The items tracked in the Task Order are specific to NJEDA's COVID19 response, and separate from sprint work and other general support, which are under other Task Orders, as appropriate.

As NJEDA identifies additional needs under this agreement, Crowe and NJEDA would mutually agree on the scope of each effort prior to beginning the work and create a new Task Order.

Assumptions

- It is anticipated that no travel will be required to complete the task order. Travel, if requested by NJEDA, will be billed at actual cost and approved in advance by NJEDA
- Support is provided at the request of NJEDA.

COST SUBMISSION:

CROWE to price out the above SOW, stating the TOTAL NUMBER OF HOURS FOR EACH CONTRACT TITLE LISTED that is necessary to perform the above SOW, in accordance with the Fee Schedule Hourly Rate Card from 2014 - RFQ/P - 057 Professional Services Information Technology and Business Process Analysis Consulting Services.

List below the CROWE individuals, titles, total number of hours, hourly rate, total cost for each person and Total Cost for this TOR: *(Add more lines, if needed for this TOR)*

Standard Rate Card (same rates as within the contract – dated 01/05/2015):

Contract Role	Hourly Rate	Team Member in this Role
Economic Development Advisor	\$420	N/A
Deputy Project Director	\$250	Susannah Heitger Ashley Craig
Executive Project Manager	\$350	Bob Dobis
Lead Project Manager (CRM)	\$155	Brian Sutter
Lead Developer/Asst PM (CRM)	\$180	Ryan Rettinger Peter Chang
Business Analyst/QA Tester	\$125	Jerry Ross
Business Data Architect	\$175	N/A
Asst Business Data Architect (BI Support)	\$175	N/A
Conversion Developer	\$175	N/A
Lead Project Manager (Loan)	\$150	Terri Eakins
Asst Project Manager (Loan)	\$150	Jack Eakins
Lead Developer (Loan)	\$125	Scott Slack, Kathy Slack, Ben Harris
Data Warehouse Developer	\$175	N/A
Data Analytics Developer	\$175	N/A
Reports Developer	\$125	Uma T.
SharePoint/Infrastructure Specialist	\$125	N/A
Dynamics GP HR Specialist	\$175	Cheryl Biss
CRM Integration Manager	\$295	N/A

TOTAL COST FOR THIS TOR: \$ 25,000

Indicate the beginning and ending dates to complete this SOW:

BEGIN DATE: July 10, 2020

COMPLETION DATE: tbd – as funds exhausted or upon NJEDA direction

CROWE-Sign and Date your submission:

Robert S. Dobis

DATE: December 15, 2020

(Name & Title of Person Completing)

DocuSigned by:

Robert S. Dobis

A1FD686052374A1...

(Signature of Person Completing)

Return this TOR to Tom Murphy with the above completed or attached on or before:

DATE: _____

Notice to Proceed: Tom Murphy must approve and sign off below, before any work can begin. Failure to gain his signature, could result in rejection and non-payment of this work.

TOM MURPHY APPROVAL OF THIS TOR:

DocuSigned by:

Tom Murphy

18A2D98F7287407...

DATE: December 15, 2020

TASK ORDER REQUEST (TOR) 27**AMENDMENT 3 – CROWE LLP****2014 RFQ/P-057 – PROFESSIONAL SVS INFORMATION TECHNOLOGY
AND BUSINESS PROCESS CONSULTING SERVICES**

DATE	December 8, 2020
TOR RELEASE NUMBER	057 -
TOR RELEASE TITLE	Project Enable CRM Portals Set-Up COVID-19 – COVID Loan 2 Portal Application <i>PART I (2020)</i>
DATE COST ESTIMATE IS NEEDED BY:	
DATE T. Murphy APPROVAL IS GIVEN TO PROCEED:	

NJEDA & TOR COST SUBMISSION CONTACT:	Tom Murphy, Chief Information Officer, [REDACTED] [REDACTED]
---	---

PROJECT SCOPE OF WORK:**Microsoft Dynamics CRM Portals Set-Up work for COVID Loan 2 Portal Application (Part I – 2020 work)**

Under this Task Order, Crowe will provide Microsoft Dynamics CRM development work to setup CRM Portals for the COVID Loan 2.

Specifications on the Application are provided by NJEDA.

1. Portal Set-Up Activity Areas Include (but are not limited to):
 - Pre-Registration Process with Email Confirmation process (early January 2021) for advertisement. Go-Live is planned for on or around January 26, 2021.
 - Entity/view creation
 - Custom Logic
 - Authentication/Web Roles
 - Portal Pages/Listing
 - SharePoint Integration
 - Electronic Signature (option)
 - UI Updates
 - Deployments
 - Other scope TBD – utilizing Trello to add requirements and test scenarios
 - Redesign Login Screen (option)
 - Plug-in development
 - Policy Map
 - Opportunity Zones

- Load Testing
 - E-mail Account Setup and Balancing
 - Microsoft Support Coordination and Optimization
2. To extent needed --- possible support of sending application data to 3rd parties and/or appending application data from 3rd party sources (via flat file). The 3rd party sources include:
 - a. Taxation: Share of EIN for tax data
 - b. Department of Labor: Share EIN for WR30 payroll data
 - c. Department of Labor: Share EIN for unemployment insurance data
 - d. SAMS: Compare data for federal debarment
 - e. Policy Map: Share data to compare census tract data
 3. Develop new Flows or modify existing Flows to support the process of updating data, validating application data, and process information regarding the application data received in the first or second phase of the application process.
 4. Quality Assurance (testing) activities and issue resolution
 5. Training of EDA users and admins
 6. Coordinate with stakeholders, Project Management

As NJEDA identifies additional needs under this agreement, Crowe and NJEDA would mutually agree on the scope of each effort prior to beginning the work and create a new Task Order.

Assumptions

- It is anticipated that no travel will be required to complete the task order. Travel, if requested by NJEDA, will be billed at actual cost and approved in advance by NJEDA
- Support is provided at the request of NJEDA.

COST SUBMISSION:

CROWE to price out the above SOW, stating the TOTAL NUMBER OF HOURS FOR EACH CONTRACT TITLE LISTED that is necessary to perform the above SOW, in accordance with the Fee Schedule Hourly Rate Card from 2014 - RFQ/P - 057 Professional Services Information Technology and Business Process Analysis Consulting Services.

List below the CROWE individuals, titles, total number of hours, hourly rate, total cost for each person and Total Cost for this TOR: *(Add more lines, if needed for this TOR)*

Standard Rate Card (same rates as within the contract – dated 01/05/2015):

Contract Role	Hourly Rate	Team Member in this Role	Approximate Estimated Hours
Economic Development Advisor	\$420	N/A	
Deputy Project Director	\$250	Susannah Heitger Ashley Craig	50
Executive Project Manager	\$350	Bob Dobis	
Lead Project Manager (CRM)	\$155	Brian Sutter	75
Lead Developer/Asst PM (CRM)	\$180	Ryan Rettinger Peter Chang	235
Business Analyst/QA Tester	\$125	Jerry Ross	30
Business Data Architect	\$175	N/A	
Asst Business Data Architect (BI Support)	\$175	N/A	
Conversion Developer	\$175	N/A	
Lead Project Manager (Loan)	\$150	Terri Eakins	
Asst Project Manager (Loan)	\$150	Jack Eakins	
Lead Developer (Loan)	\$125	Scott Slack, Kathy Slack, Ben Harris	40
Data Warehouse Developer	\$175	N/A	
Data Analytics Developer	\$175	N/A	
Reports Developer	\$125	Uma T.	
SharePoint/Infrastructure Specialist	\$125	N/A	
Dynamics GP HR Specialist	\$175	Cheryl Biss	
CRM Integration Manager	\$295	N/A	
			Total 430 Hours Estimate \$75,175

TOTAL COST FOR THIS TOR: \$ 75,000

Indicate the beginning and ending dates to complete this SOW:

BEGIN DATE: October, 2020

COMPLETION DATE: December 31, 2020 – as funds exhausted or upon NJEDA direction. This Part I is intended for 2020 work, with a Part II in 2021.

CROWE-Sign and Date your submission:

Robert S. Dobis

Partner

DATE: December 8, 2020

(Name & Title of Person Completing)

DocuSigned by:

Robert S. Dolis

A1FD68605...

(Signature of Person Completing)

Return this TOR to Tom Murphy with the above completed or attached on or before:

DATE: _____

Notice to Proceed: Tom Murphy must approve and sign off below, before any work can begin.
Failure to gain his signature, could result in rejection and non-payment of this work.

TOM MURPHY APPROVAL OF THIS TOR:

DocuSigned by:

Tom Murphy

18A2D08F7387497...

DATE: December 8, 2020

TASK ORDER REQUEST (TOR) 28**AMENDMENT 3 – CROWE LLP****2014 RFQ/P-057 – PROFESSIONAL SVS INFORMATION TECHNOLOGY
AND BUSINESS PROCESS CONSULTING SERVICES**

DATE	December 08, 2020
TOR RELEASE NUMBER	057 -
TOR RELEASE TITLE	Project Enable COVID19 Response Support (<i>CRM + EnABLE Support to NJEDA COVID19 Efforts</i>) - Part V
DATE COST ESTIMATE IS NEEDED BY:	
DATE T. Murphy APPROVAL IS GIVEN TO PROCEED:	

NJEDA & TOR COST SUBMISSION CONTACT:	Tom Murphy, Chief Information Officer, [REDACTED] [REDACTED]
---	---

**PROJECT SCOPE OF WORK: Microsoft Dynamics CRM and EnABLE Support relating to
COVID-19 Response Programming**

This TO will not be utilized until COVID-19 support in the COVID Support IV Task Order is exhausted

Under this Task Order, Crowe will provide ad hoc support for the Microsoft Dynamics CRM and EnABLE environments, as requested and agreed to by NJEDA based on the COVID19 response activities. Requirements and progress detail are tracked within the CRM HelpDesk.

Activities could include the following specific to COVID19 response (for example):

- COVID-19 Grant and Loan Programs, including ACH disbursements for new products/programs
- Ad hoc support and training in CRM and EnABLE
- Support setup and maintenance of new programs, workflows, and procedures in CRM and EnABLE
- Support NJEDA workers as they work remotely (address user questions, etc)
- Training of new users
- Perform requested analysis
- New reports
- Staff augmentation, as requested

The items tracked in the Task Order are specific to NJEDA's COVID19 response, and separate from sprint work and other general support, which are under other Task Orders, as appropriate.

As NJEDA identifies additional needs under this agreement, Crowe and NJEDA would mutually agree on the scope of each effort prior to beginning the work and create a new Task Order.

Assumptions

- It is anticipated that no travel will be required to complete the task order. Travel, if requested by NJEDA, will be billed at actual cost and approved in advance by NJEDA
- Support is provided at the request of NJEDA.

COST SUBMISSION:

CROWE to price out the above SOW, stating the TOTAL NUMBER OF HOURS FOR EACH CONTRACT TITLE LISTED that is necessary to perform the above SOW, in accordance with the Fee Schedule Hourly Rate Card from 2014 - RFQ/P - 057 Professional Services Information Technology and Business Process Analysis Consulting Services.

List below the CROWE individuals, titles, total number of hours, hourly rate, total cost for each person and Total Cost for this TOR: *(Add more lines, if needed for this TOR)*

Standard Rate Card (same rates as within the contract – dated 01/05/2015):

Contract Role	Hourly Rate	Team Member in this Role
Economic Development Advisor	\$420	N/A
Deputy Project Director	\$250	Susannah Heitger Ashley Craig
Executive Project Manager	\$350	Bob Dobis
Lead Project Manager (CRM)	\$155	Brian Sutter
Lead Developer/Asst PM (CRM)	\$180	Ryan Rettinger Peter Chang
Business Analyst/QA Tester	\$125	Jerry Ross
Business Data Architect	\$175	N/A
Asst Business Data Architect (BI Support)	\$175	N/A
Conversion Developer	\$175	N/A
Lead Project Manager (Loan)	\$150	Terri Eakins
Asst Project Manager (Loan)	\$150	Jack Eakins
Lead Developer (Loan)	\$125	Scott Slack, Kathy Slack, Ben Harris
Data Warehouse Developer	\$175	N/A
Data Analytics Developer	\$175	N/A
Reports Developer	\$125	Uma T.
SharePoint/Infrastructure Specialist	\$125	N/A
Dynamics GP HR Specialist	\$175	Cheryl Biss
CRM Integration Manager	\$295	N/A

TOTAL COST FOR THIS TOR: \$ 50,000

Indicate the beginning and ending dates to complete this SOW:

BEGIN DATE: August 2020

COMPLETION DATE: December 31, 2020 – as funds exhausted or upon NJEDA direction

CROWE-Sign and Date your submission:

Robert S. Dobis Partner

DATE: December 8, 2020

(Name & Title of Person Completing)

DocuSigned by:

Robert S. Dobis

A1FD686052574A1...

(Signature of Person Completing)

Return this TOR to Tom Murphy with the above completed or attached on or before:

DATE: _____

Notice to Proceed: Tom Murphy must approve and sign off below, before any work can begin.
Failure to gain his signature, could result in rejection and non-payment of this work.

TOM MURPHY APPROVAL OF THIS TOR:

DocuSigned by:

Tom Murphy

18A2D08F7387497...

DATE: December 8, 2020

TASK ORDER REQUEST (TOR) 29
AMENDMENT 3 – CROWE LLP
2014 RFQ/P-057 – PROFESSIONAL SVS INFORMATION TECHNOLOGY
AND BUSINESS PROCESS CONSULTING SERVICES

DATE	December 8, 2020
TOR RELEASE NUMBER	057 -
TOR RELEASE TITLE	Project Enable Ongoing CRM Support VIII (8 th Round)
DATE COST ESTIMATE IS NEEDED BY:	
DATE T. Murphy APPROVAL IS GIVEN TO PROCEED:	

NJEDA & TOR COST SUBMISSION CONTACT:	Tom Murphy, Chief Information Officer, [REDACTED] [REDACTED]
---	---

PROJECT SCOPE OF WORK: Microsoft Dynamics CRM Support

This is intended to follow previous Support TO once it has been exhausted.

Under this Task Order, Crowe will provide ad hoc support for the Microsoft Dynamics CRM and EnABLE environments, as requested and agreed to by NJEDA. Requirements and progress detail are tracked within the CRM HelpDesk.

Support activities include those tasks that are not included in the “future release” expanded functionality sprints, and other planned development tasks covered in other Task Order(s). Support activities are requests made by NJEDA, and will be tracked specific to this Task Order only. These activities include but are not limited to:

- Training sessions
- Address user questions, respond to phone calls, emails
- Lead or participate in work sessions and requested meetings
- Resolve data issues
- Respond to business-critical requests that were not prioritized and included in the future releases and other Task Orders
- Perform new requested analysis

Additional tasks specific to this task order include tasks originally delayed due to COVID, including:

- Began work on Enterprise Architecture / integration assessment and design of integration service bus, including Microsoft outgoing email evaluation and volume enhancement
- Console application re-write
- Data assessment and enhancements (COVID program related impacts)
- Legal Review team data loading, training, execution

As NJEDA identifies additional needs under this agreement, Crowe and NJEDA would mutually agree on the scope of each effort prior to beginning the work and create a new Task Order.

Assumptions

- It is anticipated that no travel will be required to complete the task order. Travel, if requested by NJEDA, will be billed at actual cost and approved in advance by NJEDA
- Support is provided at the request of NJEDA.

COST SUBMISSION:

CROWE to price out the above SOW, stating the TOTAL NUMBER OF HOURS FOR EACH CONTRACT TITLE LISTED that is necessary to perform the above SOW, in accordance with the Fee Schedule Hourly Rate Card from 2014 - RFQ/P - 057 Professional Services Information Technology and Business Process Analysis Consulting Services.

List below the CROWE individuals, titles, total number of hours, hourly rate, total cost for each person and Total Cost for this TOR: *(Add more lines, if needed for this TOR)*

Standard Rate Card (same rates as within the contract – dated 01/05/2015):

Contract Role	Hourly Rate	Team Member in this Role
Economic Development Advisor	\$420	N/A
Deputy Project Director	\$250	Susannah Heitger Ashley Craig
Executive Project Manager	\$350	Bob Dobis
Lead Project Manager (CRM)	\$155	Brian Sutter
Lead Developer/Asst PM (CRM)	\$180	Ryan Rettinger Peter Chang
Business Analyst/QA Tester	\$125	Jerry Ross
Business Data Architect	\$175	
Asst Business Data Architect (BI Support)	\$175	N/A
Conversion Developer	\$175	N/A
Lead Project Manager (Loan)	\$150	Terri Eakins
Asst Project Manager (Loan)	\$150	Jack Eakins
Lead Developer (Loan)	\$125	Scott Slack, Kathy Slack, Ben Harris
Data Warehouse Developer	\$175	N/A
Data Analytics Developer	\$175	N/A
Reports Developer	\$125	Uma T.
SharePoint/Infrastructure Specialist	\$125	N/A
Dynamics GP HR Specialist	\$175	Cheryl Biss
CRM Integration Manager	\$295	N/A

TOTAL COST FOR THIS TOR: \$ 55,000

Indicate the beginning and ending dates to complete this SOW:

BEGIN DATE: June, 2020

COMPLETION DATE: December 31, 2020

CROWE-Sign and Date your submission:

Robert S. Dobis Partner

DATE: December 8, 2020

(Name & Title of Person Completing)

DocuSigned by:

Robert S. Dobis

A1FD686052574A1

(Signature of Person Completing)

Return this TOR to Tom Murphy with the above completed or attached on or before:

DATE: _____

Notice to Proceed: Tom Murphy must approve and sign off below, before any work can begin. Failure to gain his signature, could result in rejection and non-payment of this work.

TOM MURPHY APPROVAL OF THIS TOR:

DocuSigned by:

Tom Murphy

18A2D08F7387497...

DATE: December 8, 2020

TASK ORDER REQUEST (TOR) 30**AMENDMENT 3 – CROWE LLP****2014 RFQ/P-057 – PROFESSIONAL SVS INFORMATION TECHNOLOGY
AND BUSINESS PROCESS CONSULTING SERVICES**

DATE	December 8, 2020
TOR RELEASE NUMBER	057 -
TOR RELEASE TITLE	Project Enable Ongoing Support – EnABLE (TechPG) V
DATE COST ESTIMATE IS NEEDED BY:	
DATE T. Murphy APPROVAL IS GIVEN TO PROCEED:	

NJEDA & TOR COST SUBMISSION CONTACT:	Tom Murphy, Chief Information Officer, [REDACTED] [REDACTED]
---	---

PROJECT SCOPE OF WORK: Microsoft Dynamics CRM and EnABLE Support

Under this Task Order, TechPG will provide ad hoc support for the EnABLE Loan Management system and its environments, as requested and agreed to by NJEDA. Requirements and progress detail are tracked within the CRM HelpDesk.

Support activities include those tasks that are not included in the “future release” expanded functionality sprints, and other planned development tasks covered in other Task Order(s). Support activities are requests made by NJEDA, and will be tracked specific to this Task Order only. These activities include but are not limited to:

- Training sessions
- Address user questions, respond to phone calls, emails
- Lead or participate in work sessions and requested meetings
- Resolve data issues
- Respond to business-critical requests that were not prioritized and included in the future releases and other Task Orders
- Perform new requested analysis
- Integration assessment and resolution (delayed due to COVID originally)
- Data assessment and resolution (delayed due to COVID originally)
- Report development to support business needs (delayed due to COVID originally)
- Support month-end and year-end activity (delayed due to COVID)

As NJEDA identifies additional needs under this agreement, Crowe and NJEDA would mutually agree on the scope of each effort prior to beginning the work and create a new Task Order.

Assumptions

- It is anticipated that no travel will be required to complete the task order. Travel, if requested by NJEDA, will be billed at actual cost and approved in advance by NJEDA
- Support is provided at the request of NJEDA.

COST SUBMISSION:

CROWE to price out the above SOW, stating the TOTAL NUMBER OF HOURS FOR EACH CONTRACT TITLE LISTED that is necessary to perform the above SOW, in accordance with the Fee Schedule Hourly Rate Card from 2014 - RFQ/P - 057 Professional Services Information Technology and Business Process Analysis Consulting Services.

List below the CROWE individuals, titles, total number of hours, hourly rate, total cost for each person and Total Cost for this TOR: *(Add more lines, if needed for this TOR)*

Standard Rate Card (same rates as within the contract – dated 01/05/2015):

Contract Role	Hourly Rate	Team Member in this Role
Economic Development Advisor	\$420	N/A
Deputy Project Director	\$250	Susannah Heitger Ashley Craig
Executive Project Manager	\$350	Bob Dobis
Lead Project Manager (CRM)	\$155	Brian Sutter
Lead Developer/Asst PM (CRM)	\$180	Ryan Rettinger Peter Chang
Business Analyst/QA Tester	\$125	Jerry Ross
Business Data Architect	\$175	
Asst Business Data Architect (BI Support)	\$175	N/A
Conversion Developer	\$175	N/A
Lead Project Manager (Loan)	\$150	Terri Eakins
Asst Project Manager (Loan)	\$150	Jack Eakins
Lead Developer (Loan)	\$125	Scott Slack, Kathy Slack, Ben Harris
Data Warehouse Developer	\$175	N/A
Data Analytics Developer	\$175	N/A
Reports Developer	\$125	Uma T.
SharePoint/Infrastructure Specialist	\$125	N/A
Dynamics GP HR Specialist	\$175	Cheryl Biss
CRM Integration Manager	\$295	N/A

TOTAL COST FOR THIS TOR: \$ 45,000

Indicate the beginning and ending dates to complete this SOW:

BEGIN DATE: July 27, 2020

COMPLETION DATE: December 31, 2020

CROWE-Sign and Date your submission:

Robert S. Dobis

Partner

DATE: December 8, 2020

(Name & Title of Person Completing)

DocuSigned by:

Robert S. Dobis

A1FD686052574A1

(Signature of Person Completing)

Return this TOR to Tom Murphy with the above completed or attached on or before:

DATE: _____

Notice to Proceed: Tom Murphy must approve and sign off below, before any work can begin. Failure to gain his signature, could result in rejection and non-payment of this work.

TOM MURPHY APPROVAL OF THIS TOR:

DocuSigned by:

Tom Murphy

18A2D08F7387497...

DATE: December 8, 2020

TASK ORDER REQUEST (TOR) 31**AMENDMENT 3 – CROWE LLP****2014 RFQ/P-057 – PROFESSIONAL SVS INFORMATION TECHNOLOGY
AND BUSINESS PROCESS CONSULTING SERVICES**

DATE	December 9, 2020
TOR RELEASE NUMBER	057 -
TOR RELEASE TITLE	Project Enable CRM Portals Set-Up COVID-19 – COVID Loan 2 Portal Application <i>PART II (2021)</i>
DATE COST ESTIMATE IS NEEDED BY:	
DATE T. Murphy APPROVAL IS GIVEN TO PROCEED:	

NJEDA & TOR COST SUBMISSION CONTACT:	Tom Murphy, Chief Information Officer, [REDACTED] [REDACTED]
---	---

PROJECT SCOPE OF WORK:

Microsoft Dynamics CRM Portals Set-Up work for COVID Loan 2 Portal Application (Part II – 2021 work, to begin as Part I TOR is exhausted)

Under this Task Order, Crowe will provide Microsoft Dynamics CRM development work to setup CRM Portals for the COVID Loan 2.

Specifications on the Application are provided by NJEDA.

1. Portal Set-Up Activity Areas Include (but are not limited to):
 - Pre-Registration Process with Email Confirmation process (early January 2021) for advertisement. Go-Live is planned for on or around January 26, 2021.
 - Entity/view creation
 - Custom Logic
 - Authentication/Web Roles
 - Portal Pages/Listing
 - SharePoint Integration
 - Electronic Signature (option)
 - UI Updates
 - Deployments
 - Other scope TBD – utilizing Trello to add requirements and test scenarios
 - Redesign Login Screen (option)
 - Plug-in development
 - Policy Map
 - Opportunity Zones

- Load Testing
 - E-mail Account Setup and Balancing
 - Microsoft Support Coordination and Optimization
 - Go-Live
 - Post Go-Live Support
2. To extent needed --- possible support of sending application data to 3rd parties and/or appending application data from 3rd party sources (via flat file). The 3rd party sources include:
 - a. Taxation: Share of EIN for tax data
 - b. Department of Labor: Share EIN for WR30 payroll data
 - c. Department of Labor: Share EIN for unemployment insurance data
 - d. SAMS: Compare data for federal debarment
 - e. Policy Map: Share data to compare census tract data
 3. Develop new Flows or modify existing Flows to support the process of updating data, validating application data, and process information regarding the application data received in the first or second phase of the application process.
 4. Quality Assurance (testing) activities and issue resolution
 5. Training of EDA users and admins
 6. Coordinate with stakeholders, Project Management

As NJEDA identifies additional needs under this agreement, Crowe and NJEDA would mutually agree on the scope of each effort prior to beginning the work and create a new Task Order.

Assumptions

- It is anticipated that no travel will be required to complete the task order. Travel, if requested by NJEDA, will be billed at actual cost and approved in advance by NJEDA
- Support is provided at the request of NJEDA.

COST SUBMISSION:

CROWE to price out the above SOW, stating the TOTAL NUMBER OF HOURS FOR EACH CONTRACT TITLE LISTED that is necessary to perform the above SOW, in accordance with the Fee Schedule Hourly Rate Card from 2014 - RFQ/P - 057 Professional Services Information Technology and Business Process Analysis Consulting Services.

List below the CROWE individuals, titles, total number of hours, hourly rate, total cost for each person and Total Cost for this TOR: *(Add more lines, if needed for this TOR)*

Standard Rate Card (same rates as within the contract – dated 01/05/2015):

Contract Role	Hourly Rate	Team Member in this Role	Approximate Estimated Hours
Economic Development Advisor	\$420	N/A	
Deputy Project Director	\$250	Susannah Heitger Ashley Craig	50
Executive Project Manager	\$350	Bob Dobis	
Lead Project Manager (CRM)	\$155	Brian Sutter	75
Lead Developer/Asst PM (CRM)	\$180	Ryan Rettinger Peter Chang	200
Business Analyst/QA Tester	\$125	Jerry Ross	75
Business Data Architect	\$175	N/A	
Asst Business Data Architect (BI Support)	\$175	N/A	
Conversion Developer	\$175	N/A	
Lead Project Manager (Loan)	\$150	Terri Eakins	
Asst Project Manager (Loan)	\$150	Jack Eakins	
Lead Developer (Loan)	\$125	Scott Slack, Kathy Slack, Ben Harris	50
Data Warehouse Developer	\$175	N/A	
Data Analytics Developer	\$175	N/A	
Reports Developer	\$125	Uma T.	
SharePoint/Infrastructure Specialist	\$125	N/A	
Dynamics GP HR Specialist	\$175	Cheryl Biss	
CRM Integration Manager	\$295	N/A	
			Total 450 Hours Estimate \$75,750

TOTAL COST FOR THIS TOR: \$ 75,000

Indicate the beginning and ending dates to complete this SOW:

BEGIN DATE: January, 2021 (or as Part I is exhausted)

COMPLETION DATE: TBD – by March 1, 2021 – as funds exhausted or upon NJEDA direction.
This Part II is intended for 2021 work, to begin following Part I completion.

CROWE-Sign and Date your submission:

Robert S. Dobis

DATE: December 15, 2020

(Name & Title of Person Completing)

Robert S. Dolis

A1FD686052574A1...

(Signature of Person Completing)

Return this TOR to Tom Murphy with the above completed or attached on or before:

DATE: _____

Notice to Proceed: Tom Murphy must approve and sign off below, before any work can begin.
Failure to gain his signature, could result in rejection and non-payment of this work.

TOM MURPHY APPROVAL OF THIS TOR:

DocuSigned by:

Tom Murphy

18A2D08F7387497 ...

DATE: December 15, 2020

AMENDMENT NO. 5

**CONTRACT FOR PROFESSIONAL SERVICES
INFORMATION TECHNOLOGY and
BUSINESS PROCESS ANALYSIS CONSULTING SERVICES
MICROSOFT DYNAMICS CRM 2013, THIRD-PARTY COMMERCIAL
LOAN SYSTEM and ADDITIONAL THIRD-PARTY SYSTEMS –
PROCUREMENT & IMPLEMENTATION
DATED – January 5, 2015 (2014-RFQ/P 057)**

This FIFTH AMENDMENT is made the 30th day of April 2021 by CROWE, LLP (“CROWE”) and the NEW JERSEY ECONOMIC DEVELOPMENT AUTHORITY (the “AUTHORITY”).

WHEREAS, CROWE and the AUTHORITY entered into a certain CONTRACT FOR PROFESSIONAL SERVICES (the “Contract”) dated January 5, 2015; and

WHEREAS, the Contract provided for an initial term of two (2) years, with three (3) one (1) year extension periods, and gave the AUTHORITY the right it its sole discretion to extend the term on a month-to-month; and

WHEREAS, CROWE and the AUTHORITY entered into a certain Contract Amendment No. 1, dated October 12, 2018, wherein the original contract amount of \$5,552,720.97 was increased by \$750,000 to a revised maximum not to exceed amount of \$6,302,720.97 and the AUTHORITY approved an additional \$150,000.00 contingency as to this Amendment; and

WHEREAS, CROWE and the AUTHORITY entered into a certain Contract Amendment No. 2, dated September 10, 2019, wherein the contract amount was increased by an additional \$400,000 to a revised maximum not to exceed amount of \$6,702,720.97 to perform work to address continued data conversion, user acceptance testing complexities, and creation of system reports in order to complete the work required to complete the project; and the Authority approved an additional \$100,000.00 contingency as to this Amendment;

WHEREAS, CROWE and the AUTHORITY entered into a certain Contract Amendment No. 3, dated September 10, 2019, which provided for (1) an eight-month extension of the contract term from January 5, 2020 to August 31, 2020, (2) an increase in the contract amount by an additional not to exceed amount of \$1,050,000.00 to a revised maximum not to exceed amount of

\$7,752,720.97 to complete additional system enhancements identified during the original project, and (3) required that new work be delivered in the form of "future releases" of the software beyond the original system software launched on July 1, 2019, via a Task Order Request form initiated by the AUTHORITY, priced by CROWE in accordance with the original contract rates and approved by the AUTHORITY, prior to any work beginning; and

WHEREAS, the AUTHORITY Board approved delegated authority to staff to extend the Contract further, from August 31, 2020 to November 30, 2020, if necessary, for up to three additional months in case of unexpected delays; and

WHEREAS, on June 24, 2020, the AUTHORITY notified CROWE in writing that it was exercising its right to extend the term on a month-to-month basis and the Contract term was thereby extended for three months to November 30, 2020; and

WHEREAS, subsequent to the execution of Amendment No. 3 and prior to the completion of the Work (as defined in the Contract and amended by Amendment Nos. 1 through 3), Governor Phil Murphy issued Executive Order 103, declaring a State of Emergency and a Public Health Emergency to ramp up New Jersey's efforts to contain the spread of the COVID-19 pandemic; and

WHEREAS, in response to the widespread economic disruption caused by COVID-19, the Authority has developed and administered a host of emergency assistance programs designed to deploy funding to small businesses and nonprofit organizations as short-term, immediate support for payroll and working capital; and

WHEREAS, in order to implement these COVID-19 related emergency assistance programs, the AUTHORITY issued a series of Task Order Requests to CROWE to develop additional modules for the COVID-19 related emergency assistance programs, more specifically to create numerous workflows, alter database structures, create new accounting processes to distribute funds, set up dashboards in CRM and Enable, and develop new reports, all of which tasks are comparable in nature to the original Work; and

WHEREAS, at the AUTHORITY's request, CROWE prioritized those COVID-19 related modules over the Work (as defined in the Contract and amended by Amendment Nos. 1 through 3) utilizing \$175,000 funding previously allocated to the Work; and

WHEREAS, as a result of the COVID-19 pandemic and the prioritization of work on COVID-19 modules, CROWE has not yet completed all of the Work required to be performed under the Contract, as amended by Amendment Nos. 1 through 3; and

WHEREAS, CROWE and the AUTHORITY agree that, under the circumstances, additional time is needed to complete both the Work and the COVID-19 modules; and

WHEREAS, the AUTHORITY anticipates utilizing funding received from the Coronavirus Relief Fund established under the Federal Coronavirus Aid, Relief, and Economic Security Act for costs associated with the COVID-19 related modules and CROWE acknowledges the need to incorporate certain federally-mandated contract provisions; and

WHEREAS, CROWE and the AUTHORITY entered into a certain Contract Amendment No. 4, dated November 12, 2020, which provided for (1) a twelve-month extension of the contract term from November 29, 2020 to November 30, 2021, (2) an increase in the contract amount by an additional not to exceed amount of \$800,000.00 to complete COVID-19 related system functionality identified as the AUTHORITY launched several new emergency programs to support small businesses impacted by the COVID-19 pandemic which will support new functionality not contemplated in the original scope of work and (3) the approval of an additional \$250,000.00 contingency as to this Amendment resulting in a revised maximum not to exceed amount of \$8,802,720.97; and

WHEREAS, CROWE and the AUTHORITY wishes to further modify and amend the Contract to incorporate the additional modules and continued support of Microsoft Portals application development, increase the total not-to-exceed price by \$1,725,000 to total of \$10,527,700.00, and extend the term of the Contract while the new Request for Proposals for services is publicly bid, as more fully set forth below.

NOW, THEREFORE, in consideration of the mutual covenants herein stated the parties do agree as follows:

1. The above recitals are specifically incorporated herein by reference.
2. Paragraph 2 of the Contract is hereby deleted and replaced with the following:

Time. The Vendor shall render the services described in the Vendor's Proposal and as required by the Authority and generally pursuant to the Fee Schedule included therein, as amended by Amendment Nos. 1 through 5.

The term expiration date of November 30, 2021 may be further extended on a month to month basis to permit the Vendor to continue and/or complete the Work (as defined in the Contract and amended by Amendment Nos. 1 through 5) and allow for potential contingencies that may arise during the public procurement process for an award of Microsoft Support Services. Except as explicitly modified by Amendment Nos. 1, 2, 3, 4 or 5, pricing shall remain firm throughout the term of the contract and any extensions thereto.

3. This AMENDMENT No. 5 shall further amend the Contract to increase the revised contract amount to a maximum not to exceed \$10,527,700.00 to reflect the new funding to support continued Microsoft Portals application development to be completed by CROWE, as detailed in the written Task Orders, while the new Request for Proposal for Microsoft Support Services is publicly bid. The work will be structured and detailed in Task Orders in accordance with the original Contract and all work will cease upon award of a new contract for Microsoft Support Services publicly procured through a new Request for Proposal.

4. The contract amount shall be increased by a maximum not to exceed \$1,725,000.00, bringing the total contract amount to \$10,527,700.00. The \$1,725,000.00 increase will cover the costs to continue and/or complete COVID-19 related system functionality identified as the Authority launched several new emergency programs to support small businesses impacted by the COVID-19 pandemic which will support new functionality not contemplated in the original scope of work and complete non-COVID work under the original Contract. As a result of the COVID-19 pandemic, and Authority's use of additional CRM compatible Microsoft technologies, it not beneficial to use applications for new programs using Authority's legacy technologies. Moreover, there are five (5) categories that are necessary based upon the sudden, unexpected migration to a new online application platform as follows:

- (a) completion of the original work of Project Enable in an amount not to exceed \$250,000;
- (b) support post go live requirements for another Grant 4 and other COVID related programs that may emerge during crisis in an amount not to exceed \$200,000;
- (c) enhance existing Portal interface, workflows, data clean up and convert static code written outside the Microsoft platform to perform real time date checks with other New

Jersey agency databases and credit processing in an amount not to exceed \$325,000 with \$165,000 allocated to COVID related programs and \$160,000 allocated to non-COVID programs;

(d) ensure the Authority push out real time application to any of the fourteen (14) Board approved programs that are not part of Project Launch in an amount not to exceed \$250,000; and

(e) ensure that the Authority can deliver on the Governor's Economic Plan for fifteen (15) new product launches in an amount not to exceed \$700,000.

5. The federally-mandated contract provisions (attached hereto as Exhibit 1) are incorporated herein by reference.

6. Except as expressly stated herein, all the terms and conditions of the Contract are hereby confirmed and shall continue to be effective between the parties with respect to the subject matter of the Contract.

7. The Parties agree to accept electronic signatures on this Amendment.

IN WITNESS WHEREOF, intending to be legally bound hereby, CROWE and the AUTHORITY have hereunto affixed their hands and seals to this Fifth Amendment to the Contract for Professional Services - Information Technology and Business Process Analysis Consulting Services - Microsoft Dynamics CRM 2013, Third-Party Commercial Loan System and Additional Third-Party Systems – Procurement & Implementation effective as of the date above written.

ATTEST:

CROWE, LLP



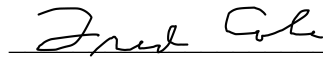
Delia Bruntz
Assistant Director

By: 

Robert S. Dobis
Partner

ATTEST:

NEW JERSEY ECONOMIC
DEVELOPMENT AUTHORITY



Frederick J. Cole
Senior Vice-President

By: 

Tim Sullivan
Chief Executive Officer