Federally-Based Contracts
Request for Quotation

For: Integrity Oversight Monitoring; Program and Performance Monitoring, Financial Monitoring and Grant Management and Anti-Fraud Monitoring for COVID-19 Recovery Funds and Programs

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Dates are subject to change. All times contained in the Request for Quote refer to Eastern Time. All changes will be reflected in Bid Amendments to the Request for Quote posted on Using Agency website.

Request For Quote Issued By:

State of New Jersey
Department of the Treasury, Division of Administration
50 West State Street, Trenton, NJ 08625

Date: April 12, 2021
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Attachment 1: Integrity Oversight Monitor Guidelines
Attachment 2: Report Template
1.0 INFORMATION FOR BIDDERS

NOTICE: The Bidder is advised to thoroughly read all sections and follow all instructions contained in this Request for Quote (RFQ) before preparing and submitting its Quote. See Section 2.0 for Definitions

The Contract will be awarded in the State of New Jersey’s eProcurement system, NJSTART (www.njstart.gov). The Bidder is advised to read through all Quick Reference Guides (QRGs) located on the NJSTART Vendor Support Page for information.

Please be advised that in accordance with P.L. 2018, c. 9, also known as the Diane B. Allen Equal Pay Act, which was signed into law by Governor Phil Murphy on April 24, 2018, a contractor performing “qualifying services” or “public work” to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. For more information and report templates see https://nj.gov/labor/equalpay/equalpay.html.

1.1 PURPOSE AND INTENT

This RFQ is issued by the Department of the Treasury. The purpose of this RFQ is to solicit Quotes from interested qualified firms who can provide Program and Process Management Monitoring, Financial Auditing and Grant Management and Integrity Monitoring/Anti-Fraud support services for the disbursement of COVID-19 Recovery Funds. For the purposes of this RFQ, COVID-19 Recovery Funds shall not include funds awarded to the State pursuant to Section 5001 of the Coronavirus Aid, Relief and Economic Security Act. Pub. L. 116-136.

The intent of this RFQ is to award a Contract to those responsible Bidders whose Quotes, conforming to this RFQ are most advantageous to the State, price and other factors considered in the following three areas of expertise: (1) Program and Process Management Monitoring; (2) Financial Auditing and Grant Management; and (3) Integrity Monitoring/Anti-fraud service from which each principal department and agency of this State, as well as each independent State authority may select a qualified Contractor selected through this RFQ pursuant to an Engagement Process as defined in Section 1.3 below. The State may award contracts for all or some of the services. The State, however, reserves the right to separately procure individual requirements that are the subject of the Contract during the Contract term, when deemed by the Director of the Division of Purchase and Property (Director) to be in the State’s best interest.

Award of the Contracts will be to those qualified Bidders whose Quotes, conforming to the RFQ, are most advantageous to the State, price and other factors considered. Bidders may be qualified in more than one area of expertise. Quotes will only be accepted from Bidders with an active GSA contract under SINs 541611, 541211, or Ancillary SINs as defined by GSA eBuy.

The State of NJ Standard Terms and Conditions (SSTC) accompanying this RFQ will apply to all Contracts made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in this RFQ and should be read in conjunction with them unless the RFQ specifically indicates otherwise.

1.2 BACKGROUND

On March 9, 2020, Governor Murphy issued Executive Order 103 declaring both a Public Health Emergency and State of Emergency in light of the dangers of the Coronavirus disease 2019 (“COVID-19”). On March 13, 2020, the President of the United States declared a national emergency and determined that the COVID-19 pandemic was of sufficient severity and magnitude to warrant a nation-wide emergency declaration under Section 501 of the Robert T. Stafford
Disaster Relief and Emergency Assistance Act, 42 U.S.C.§ 5121-5207, ("Stafford Act") and that declaration was extended to the State of New Jersey on March 25, 2020 pursuant to Section 401 of the Stafford Act. On March 27, 2020, the Coronavirus Aid, Relief, and Economic Security Act, H.R. 748, ("CARES Act") was enacted to provide economic stimulus in response to the global pandemic caused by COVID-19, (COVID-19 Recovery Funds). The CARES Act, among other things, was enacted to assist State, Local and Tribal governments navigate the impact of the COVID-19 outbreak and cover necessary expenditures related to the public health emergency incurred between March 1, 2020 and December 30, 2020.

On July 17, 2020, Governor Murphy signed Executive Order 166 ("EO 166"), which, among other things, established the COVID-19 Compliance and Oversight Task Force (the "Taskforce") and the Governor's Disaster Recovery Office (GDRO). The purpose of the Taskforce is to advise each principal department and agency of this State, as well as each independent State authority COVID-19 Recovery Program Participants, referred to in this RFQ as “Using Agencies,” that receive or administer COVID-19 Recovery Funds regarding compliance with federal and State law and how to mitigate the risks of waste, fraud, and abuse.

Pursuant to EO 166, the Taskforce has issued guidelines regarding the appointment and responsibilities of COVID-19 Oversight Integrity Monitors ("Integrity Monitors"). Using Agencies may retain and appoint Integrity Monitors to oversee the disbursement of COVID-19 Recovery Funds and the administration of a COVID-19 Recovery Program. See Integrity Oversight Monitor Guidelines at Attachment 1. Integrity Monitors are intended to serve as an important part of the State’s accountability infrastructure while working with Using Agencies in developing measures to prevent, detect, and remediate inefficiency and malfeasance in the expenditure of COVID-19 Recovery Funds.

EO 166 requires Using Agencies to identify an Accountability Officer to serve as central point of contact for tracking COVID-19 funds within each agency or authority and is responsible for working with and serving as a direct point of contact for the GDRO and the Taskforce.

The creation of a pool of qualified Integrity Monitors through the issuance of this RFQ will support monitoring and oversight and ensure that Using Agencies administer COVID-19 Recovery Funds in compliance with program, financial, and administrative requirements set forth in the federal-state grant agreement, the State-Recovery Program Participant sub-grant agreement, and applicable federal and state laws, regulations, and guidelines.

1.2.1 ENGAGEMENT PROCESS

The retention of a Contractor(s) by a Using Agency from the pool established pursuant to this RFQ will follow the below process:

- A Using Agency will designate an agency employee to act as the contract manager for a Contractor Engagement (Agency Contract Manager), which may be the Accountability Officer. The Agency Contract Manager will notify the State Contract Manager, on a form prescribed by Treasury, along with any required supporting documentation, of its request for a Contractor. The Agency Contract Manager will indicate which Contractor services are required.

- The Agency Contract Manager will develop an Engagement Query on an individual basis. The Engagement Query will include a detailed scope of work; specific performance milestones, timelines, and standards and deliverables and liquidated damages for failure to meet any required milestones, timelines or standards or deliverables.
• The Agency Contract Manager, in consultation with the Office of the Attorney General, Division of Law, will structure a liquidated damages provision for the failure to meet any required milestones, timelines, or standards or deliverables, as appropriate.

• The Agency Contract Manager will submit its Engagement Query to the State Contract Manager. Upon approval by the State Contract Manager, but prior to the solicitation of any services, the Engagement Query will be sent to OSC for approval pursuant to EO 166. After receiving approval from OSC, the State Contract Manager will send the Engagement Query to all eligible Contractors within the pool.

• Interested and eligible Contractors shall respond to the Engagement Query within the timeframe designated by the State Contract Manager, with a detailed proposal that includes a detailed budget, timelines, and plan to perform the scope of work and other requirements of the Engagement Query. Contractors shall identify any potential conflicts of interest that would prevent them from accepting an Engagement.

• The State Contract Manager will forward to the Agency Contract Manager all proposals received in response to the Engagement Query. The Agency Contract Manager will review the proposals and select the Contractor whose proposal represents the best value, price and other factors considered. The Agency Contract Manager will memorialize in writing the justification for selecting an Integrity Monitor(s).

• Prior to finalizing any Engagement under this contract, the Agency Contract Manager, in consultation with the Accountability Officer, will independently determine whether the intended Contractor has any potential conflicts with the engagement.

• The State Contract Manager, on behalf of the Using Agency, will then issue a Letter of Engagement with a “Not to Exceed” clause to the engaged Contractor and work with the Agency Contract Manager to begin the issuance of Letter of Engagement.

1.3 QUESTION AND ANSWER PERIOD

The State will electronically accept questions and inquiries from all potential Bidders.

A. Questions should be directly tied to the RFQ and asked in consecutive order, from beginning to end, following the organization of the RFQ; and

B. Each question should begin by referencing the RFQ page number and section number to which it relates.

A Bidder shall submit questions only to the State designee in writing. The State will not accept any question in person or by telephone concerning this RFQ.

The cut-off date for electronic questions relating to this RFQ is indicated on the RFQ cover sheet. In the event that questions are posed by Bidders, answers to such questions will be issued by Addendum. Any Addendum to this RFQ will become part of this RFQ and part of any Contract awarded as a result of this RFQ. Addenda to this RFQ, if any, will be posted to the State’s website.
1.3.1 SUBMISSION OF QUOTES

In order to be considered for award, the Quote must be received by the State at the designated time and place.

A Quote must be submitted electronically by email to the following email address by 2:00 PM on the date listed on the cover sheet of this RFQ or electronically through GSA eBuy:

QUOTES NOT RECEIVED PRIOR TO THE QUOTE OPENING DEADLINE SHALL BE REJECTED. THE DATE AND TIME OF THE QUOTE OPENING IS INDICATED ON THE RFQ COVER SHEET.

IF THE QUOTE OPENING DEADLINE HAS BEEN REVISED, THE NEW QUOTE OPENING DEADLINE SHALL BE SHOWN ON THE POSTED ADDENDUM.

1.4 ADDITIONAL INFORMATION

1.4.1 BIDDER RESPONSIBILITY

The Bidder assumes sole responsibility for the complete effort required in submitting a Quote in response to this RFQ. No special consideration will be given after Quotes are opened because of a Bidder’s failure to be knowledgeable as to all of the requirements of this RFQ.

1.4.2 COST LIABILITY

The State assumes no responsibility and bears no liability for costs incurred by a Bidder in the preparation and submittal of a Quote in response to this RFQ.

1.4.3 CONTENTS OF QUOTE

Quotes can be released to the public pursuant to N.J.A.C. 17:12-1.2(b) and (c), or under the New Jersey Open Public Records Act (OPRA), N.J.S.A. 47:1A-1.1 et seq., or the common law right to know.

After the opening of sealed Quotes, including Quotes submitted electronically, all information submitted by a Bidder in response to a RFQ is considered public information notwithstanding any disclaimers to the contrary submitted by a Bidder. Proprietary, financial, security and confidential information may be exempt from public disclosure by OPRA and/or the common law when the Bidder has a good faith legal/factual basis for such assertion.

When the RFQ contains a negotiation component, the Quote will not be subject to public disclosure until a notice of intent to award a Contract is announced.

As part of its Quote, a Bidder may designate any data or materials it asserts are exempt from public disclosure under OPRA and/or the common law, explaining the basis for such assertion. The location in the Quote of any such designation should be clearly stated in a cover letter.

The State reserves the right to make the determination as to what is proprietary or confidential, and will advise the Bidder accordingly. Any proprietary and/or confidential information in a Quote will be redacted by the State. **The State will not honor any attempt by a Bidder to designate its entire Quote and/or prices as proprietary, confidential and/or to claim copyright protection for its entire Quote.** Copyright law does not prohibit access to a record which is otherwise available under OPRA. In the event of any challenge to the Bidder’s assertion of confidentiality with which the State does not concur, the Bidder shall be solely responsible for defending its designation,
but in doing so, all costs and expenses associated therewith shall be the responsibility of the Bidder. The State assumes no such responsibility or liability.

A Bidder shall not designate any price lists and/or catalogs submitted as exempt from public disclosure as the same must be accessible to State Using Agencies and Cooperative Purchasing Program participants (if the RFQ has been extended to these participants) and thus must be made public to allow all eligible purchasing entities access to the pricing information.

1.4.4 ELECTRONIC SIGNATURES

Bidders submitting Quotes electronically may sign the forms required with the Quote, or required before Contract award, by electronically by typing the name of the authorized signatory in the “Signature” block as an alternative to downloading, physically signing the form, scanning the form, and uploading the form.
2.0 Definitions

2.1 Crosswalk

The following definitions will be part of any Contract awarded or order placed as a result of this RFQ.

When this Contract is awarded in the State of New Jersey’s eProcurement system, **NJSTART**, the **NJSTART** terminology listed below will be used.

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<tr>
<th><strong>NJSTART</strong> Term</th>
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<td>Change Order</td>
<td>Contract Amendment</td>
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<tr>
<td>Master Blanket Purchase Order (Blanket P.O.)</td>
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<td>Signatory Page</td>
</tr>
<tr>
<td>Vendor</td>
<td>Bidder/Contractor</td>
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2.2 General Definitions

**Addendum** – Written clarification or revision to this RFQ issued by the Using Agency. Bid Amendments, if any, will be issued prior to Quote opening due date.

**Bidder** – An entity offering a Quote in response to the Using Agency’s RFQ.

**Business Day** - Any weekday, excluding Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated.

**Calendar Day** – Any day, including Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated.

**Change Order** – An amendment, alteration or modification of the terms of a Contract between the State and the Contractor(s). A Change Order is not effective until it is signed and approved in writing by the Director or Deputy Director, Division of Purchase and Property.

**Cooperative Purchasing Program** – The Division’s intrastate program that provides procurement-related assistance to New Jersey local governmental entities and boards of education, State and county colleges and other public entities having statutory authority to utilize select State Blanket P.O.s issued by the Division pursuant to the provisions of N.J.S.A. 52:25-16 et seq.

**Contract** – The Contract consists of the State of NJ Standard Terms and Conditions (SSTC), the RFQ, the responsive Quote submitted by a responsible Bidder as accepted by the State, the notice of award, any subsequent written document memorializing the agreement, any modifications to any of these documents approved by the State and any attachments, Bid Amendment or other supporting documents, or post-award documents including Change Orders agreed to by the State and the Contractor, in writing.

**Contractor** – The Bidder awarded a Contract resulting from this RFQ.

**Days After Receipt of Order (ARO)** - The number of calendar days ‘After Receipt of Order’ in which the Using Agency will receive the ordered materials and/or services.

**Director** – Director, Division of Purchase and Property, Department of the Treasury, who by statutory authority is the Chief Contracting Officer for the State of New Jersey.
Discount - The standard price reduction applied by the Bidder / Contractor to all items.

Division – The Division of Purchase and Property.

Evaluation Committee – A committee established or Using Agency staff member assigned by the Director to review and evaluate Quotes submitted in response to this RFQ and recommend a Contract award to the Director.

Firm Fixed Price – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs.

May – Denotes that which is permissible or recommended, not mandatory.

Must – Denotes that which is a mandatory requirement.

No Bid – The Bidder is not submitting a price Quote for an item on a price line.

No Charge – The Bidder will supply an item on a price line free of charge.

Project – The undertakings or services that are the subject of this RFQ.

QRGs – Quick Reference Guides.

Quote – Bidder’s timely response to the RFQ including, but not limited to, technical Quote, price Quote, and any licenses, forms, certifications, or other documentation required by the RFQ.

Request For Quotes (RFQ) – This series of documents, which establish the bidding and contract requirements and solicits Quotes to meet the needs of the Using Agencies as identified herein, and includes the RFQ, State of NJ Standard Terms and Conditions (SSTC), price schedule, attachments, and Bid Amendments.

Shall – Denotes that which is a mandatory requirement.

Should – Denotes that which is permissible or recommended, not mandatory.

Small Business – Pursuant to N.J.A.C. 17:13-1.2, “small business” means a business that meets the requirements and definitions of “small business” and has applied for and been approved by the New Jersey Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit as (i) independently owned and operated, (ii) incorporated or registered in and has its principal place of business in the State of New Jersey; (iii) has 100 or fewer full-time employees; and has gross revenues falling in one (1) of the three (3) following categories: For goods and services - (A) 0 to $500,000 (Category I); (B) $500,001 to $5,000,000 (Category II); and (C) $5,000,001 to $12,000,000, or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher (Category III); For construction services: (A) 0 to $3,000,000 (Category IV); (B) gross revenues that do not exceed 50 percent of the applicable annual revenue standards established at 13 CFR 121.201, (Category V); and (C) gross revenues that do not exceed the applicable annual revenue standards established at CFR 121.201, (Category VI).

State – The State of New Jersey.

State Contract Manager (SCM) – The State employee responsible for overall management of the contract as set forth in Section 8.0. The SCM cannot direct or approve a Change Order.
State-Supplied Price Sheet – the bidding document created by the State and attached to this RFQ on which the Bidder submits its Quote pricing as is referenced and described in RFQ Section 4.1.4.

Subtasks – Detailed activities that comprise the actual performance of a task.

Subcontractor – An entity having an arrangement with a Contractor, whereby the Contractor uses the products and/or services of that entity to fulfill some of its obligations under its State Contract, while retaining full responsibility for the performance of all the Contractor’s obligations under the Contract, including payment to the Subcontractor. The Subcontractor has no legal relationship with the State, only with the Contractor.

Task – A discrete unit of work to be performed.

Unit Cost – All-inclusive, firm fixed price charged by the Bidder for a single unit identified on a price line.

Using Agency[ies] – A principal department and agency of this State, as well as each independent State authority, authorized to purchase products and/or services under a Blanket P.O. procured by the Division.

2.3 CONTRACT SPECIFIC DEFINITIONS/ACRONYMS

Accountability Officer - a senior level official designated by a Using Agency who shall serve as its primary liaison to the GDRO and OSC, and who shall oversee the disbursement of COVID-19 Recovery Funds and the administration of COVID-19 Recovery Programs.

Agency Contract Manager – The State employee responsible for managing the Contractor for the Using Agency. The Agency Contract Manager’s responsibilities are set forth in Section 1.3.

Coronavirus Relief Funds (CRF) – funds awarded to the State pursuant to Section 5001 of the Coronavirus Aid, Relief and Economic Security Act. Pub. L. 116-136 incurred during the period that begins on March 1, 2020 and ends on December 30, 2020 to assist the State with economic recovery from the COVID-19 pandemic.

COVID-19 Recovery Funds – funds, except for CRF, awarded to the State pursuant to the Coronavirus Aid, Relief and Economic Security Act, Pub. L. 116-136 or subsequent federal legislation to assist the State with economic recovery from the COVID-19 pandemic.

COVID-19 Recovery Programs - eligible and planned uses of any funds disbursed by the federal or State government, except for CRF, to help New Jersey residents, businesses, non-profit organizations, government agencies, and other entities respond to or recover from the COVID-19 pandemic.

COVID-19 Recovery Program Participants (Using Agencies) – Using Agencies that receive or administer COVID-19 Recovery Funds or administers a COVID-19 Recovery Program.

Engagement - The retention of a Contractor(s) by a Using Agency from the pool established pursuant to this RFQ.

Engagement Process – The process for selecting a Contractor to provide integrity monitoring services described in Section 1.3.

Engagement Query – A detailed scope of work that includes specific performance milestones, timelines, and standards and deliverables and liquidated damages for failure to meet any required milestones, timelines or standards or deliverables that the Agency Contract Manager will submit to the State Contract Manager. Upon approval by the State Contract Manager, but prior to the
solicitation of any services, the Engagement Query shall be sent to OSC for approval pursuant to EO 166. After receiving approval from OSC, the State Contract Manager will send the Engagement Query to all eligible Integrity Monitors within the pool and request for competitive price quotes for all or some of the services listed under this RFQ.

**GDRO** – The Governor’s Disaster Recovery Office

**GSA** – United States General Services Administration

**Letter of Engagement** - A letter sent from the State to begin a specific integrity monitoring project. The Letter of Engagement will include: (1) a detailed scope of work with specific performance milestones, timelines, standards and deliverables appropriate to the specific COVID-19 Recovery Program or expenditure of COVID-19 Funds; (2) a ‘not to exceed’ clause; and (3) a liquidated damages provision for failure to meet any required milestones, timelines or standards or deliverables.

**OMB** – State of New Jersey Office of Management and Budget.

**OSC** – The Office of the State Comptroller

**SME** – Subject Matter Expert.
3.0 SCOPE OF WORK – REQUIREMENTS OF THE CONTRACTOR

Engagements will be assigned by written Letter of Engagement containing a specific and detailed scope of work, with pricing based on a not to exceed clause pursuant to the selection of a qualified Contractor who through the Engagement Process and whose response to the Engagement Query is most advantageous to the State, price and other factors considered.

3.1 GENERAL TASKS

For each Engagement, the Tasks will generally include the following:

- Initial and ongoing risk assessments;
- Evaluation of project performance;
- Evaluation of internal controls associated with the Using Agency’s financial management, cash management, acquisition management, property management, and records management capabilities;
- Validation of compliance with sub-grant award and general terms and special conditions;
- Review of written documents, such as quarterly financial and performance reports, recent audit results, documented communications with the State, prior monitoring reports, pertinent performance data, and other documents or reports, as appropriate;
- Interviews of Using Agency staff, as well as the constituents they serve, to determine whether program objectives are being met in an efficient, effective, and economical manner;
- Sample eligibility determinations and denials of applications for funding;
- Review of specific files to become familiar with the progression of the disbursement of funds in a particular program, i.e., are actual expenditures consistent with planned expenditure and is the full scope of services listed in the project work plan being accomplished at the same rate of actual and planned expenditures;
- Ensuring that the Using Agency is retaining appropriate documentation, based on federal and state regulations and guidance, to support fund disbursement;
- Following up with questions regarding specific funding decisions, and review decisions related to emergency situations;
- Facilitating the exchange of ideas and promote operational efficiency;
- Identifying present and future needs; and
- Promoting cooperation and communication among Integrity Monitors engaged by other Using Agencies (e.g., to guard against duplication of benefits).

In addition, the Contractor shall conduct on-site monitoring visits if it finds:

- Non-compliance with reporting requirements;
- Problems identified in quarterly progress or financial reports;
- A history of unsatisfactory performance;
- Unresponsiveness to requests for information;
- High-risk designation;
- A failure by the Using Agency to follow up on prior monitoring findings;
- Allegations of misuse of funds; and
- Receipt of complaints.
3.1.1 SPECIFIC TASKS BY CATEGORY

3.1.1.1 CATEGORY 1 - PROGRAM AND PROCESS MANAGEMENT AUDITING

The Contractor shall provide all of the following services, as applicable:

a) Development of processes, controls and technologies to support the execution of CARES Act federally funded programs in compliance with Federal and State guidance, including OMB Circulars;

b) Review and improve procedures addressing financial management;

c) Workload analysis; skills gap analysis, organizational effectiveness and workforce recruiting strategies;

d) Consulting services to support account reconciliations;

e) Quality assurance reviews and assessments associated with the payments process to ensure that they are in compliance with Federal and State regulations;

f) Risk analysis and identification of options for risk management for the Federal and State grant payment process;

g) Consulting services to reduce the reconciliation backlog for the Request for Reimbursements process; and

h) Consulting services providing Subject Matter Expert (SME) knowledge of required standards for related monitoring and financial standards under the CARES Act and other federal funding, as applicable.

3.1.1.2 CATEGORY 2 – FINANCIAL AUDITING AND GRANT MANAGEMENT

The Contractor shall provide all the following services, as applicable:

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

b) Provide technical knowledge and expertise to review and make recommendations to streamline grant management and fiscal management processes to ensure accountability of funds and compliance with program regulations;

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

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

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

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

3.1.1.3 CATEGORY 3 - INTEGRITY MONITORING/ANTI-FRAUD
Contractors selected from this pool must be able to provide all the following services, as applicable:

a) Forensic accounting and all specialty accounting services;

b) Continuing risk assessments and loss prevention strategies;

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

d) Prevention, detection and investigation of fraud and misconduct;

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

f) Provide data management systems/programs for the purpose of collecting, conducting and reporting required compliance and anti-fraud analytics.

The Contractor shall have the ability to provide integrity monitoring services for professional specialties such as engineering and structural integrity services, etc. either directly or through a subcontractor relationship.

3.1.2 DELIVERABLES AND DUE DATES

3.1.3 DELIVERABLES

Using the Integrity Monitor Report Template attached at Attachment 2, for each Engagement, the Contractor shall provide the following to the Using Agency:

1) Draft quarterly reports, which shall be due on the last day of the quarter detailing the specific services rendered during that quarter and any findings of waste, fraud or abuse;

2) Final quarterly reports to the State Treasurer, including any comments from the Using Agency, which shall be shared with the GDRO, the Senate President, Speaker of the General Assembly, the Attorney General and the State Comptroller; and

3) Any additional reporting requirements included in the Letter of Engagement.

3.1.4 DELIVERABLE DUE DATES

The Contractor shall comply with the deliverable schedule as set forth in the Letter of Engagement by each Using Agency.

3.1.5 REPORTING AND DOCUMENTATION

The Contractor shall provide and submit to the Using Agency and the State Contract Manager all reports and documents as may be necessary to document any services provided including, but not limited to, auditing, compliance, integrity monitoring, oversight and fraud detection and prevention, in accordance with applicable Federal CARES Act, and State requirements.

The Contractor shall retain all records, documents, and communications of any kind (including electronic in disk or print form) that relate in any manner to the award and performance of this contract as required by State and Federal regulations.

The Contractor shall maintain all records related to products, transactions or services under this contract for a minimum period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the Comptroller, for audit and review, upon request.
pursuant to N.J.A.C. 17:44-2.2 and disclose to other parties for audit and review. Record retention beyond the five (5) year mark may be necessary and will be directed by the State.

The Contractor shall be responsible for providing protective storage of daily or disaster-related documents and reports used during the provision of services under this RFQ, including but not limited to, audit, compliance, integrity monitoring, oversight and fraud detection and prevention and shall make any documents held available to the State upon request.

3.2 LITIGATION SERVICES

The Contractor shall, at its own cost, fully cooperate with the State and provide all documentation and/or working papers necessary to represent and defend the State and any of its political subdivisions at its own cost, in any matter before any federal, state or local regulatory agency if any agency files a proceeding against the State or any of its political sub-divisions resulting from the implementation of the contractor(s) recommendations.

Litigation Services shall include a full range of litigation support services applicable to the nature of the Contract, including without limitation, expert witness testimony, strategy development, document discovery, deposition assistance, arbitration consulting, computation of damages, and preparation of trial exhibits.

3.3 TRAVEL EXPENSES AND REIMBURSEMENTS

Travel expenses and reimbursements shall be paid to the Contractor in accordance with Circular 20-04-OMB as follows:

The Contractor agrees to adhere to the General Services Administration (GSA) published travel rules and rates including disaster specific amendments in accordance with the Federal Travel Regulations. Reimbursable expenses shall be limited to the following:

a) Coach class air fare purchased at the lowest reasonably available rate and baggage fees, to include consultant deployment and demobilization travel;

b) Meals limited to the maximum current GSA per diem rate (receipts not required but will be supplied funding agencies require same)

c) Lodging limited to the maximum current GSA per diem rate to include GSA approved lodging waivers;

d) Rotation airfare for Contractor employees or approved sub-consultants/subcontractors will be reimbursed based on travel regulations in the above referenced circular policy which limits each individual to a maximum of one (1) extended weekend trip every two (2) weeks, with up to one (1) trip up every quarter being a trip that can extend up to a week in duration; coach class air fare purchased at the lowest reasonably available rate plus baggage fees. Additional rotations or extensions of rotation duration may also be allowed outside of this rotation policy if deemed cost-effective or for client-recognized holidays, as long as they are approved by the State; and

e) Mileage for Contractor’s privately owned vehicles at the current New Jersey rate of 35 cents per mile.

3.4 SECURITY PLAN

The Contractor shall submit a detailed Security Plan that addresses the Contractor’s approach to meeting each applicable security requirement outlined below, to the State, no later than 30 days after the award of the Contract. The State approval of the Security Plan shall be set forth in writing.
In the event that the State reasonably rejects the Security Plan after providing the Contractor an opportunity to cure, the Director may terminate the Contract pursuant to the SSTC.

### 3.4.1 INFORMATION SECURITY PROGRAM MANAGEMENT

The Contractor shall establish and maintain a framework to provide assurance that information security strategies are aligned with and support the State’s business objectives, are consistent with applicable laws and regulations through adherence to policies and internal controls, and provide assignment of responsibility, in an effort to manage risk. Information security program management shall include, at a minimum, the following:

A. Establishment of a management structure with clear reporting paths and explicit responsibility for information security;
B. Creation, maintenance, and communication of information security policies, standards, procedures, and guidelines to include the control areas listed in sections below;
C. Development and maintenance of relationships with external organizations to stay abreast of current and emerging security issues and for assistance, when applicable; and
D. Independent review of the effectiveness of the Contractor’s information security program.

### 3.4.2 COMPLIANCE

The Contractor shall develop and implement processes to ensure its compliance with all statutory, regulatory, contractual, and internal policy obligations applicable to this Contract. Examples include but are not limited to General Data Protection Regulation (GDPR), Payment Card Industry Data Security Standard (PCI DSS), Health Insurance Portability and Accountability Act of 1996 (HIPAA), IRS-1075. Contractor shall timely update its processes as applicable standards evolve.

A. Within ten (10) days after award, the Contractor shall provide the State with contact information for the individual or individuals responsible for maintaining a control framework that captures statutory, regulatory, contractual, and policy requirements relevant to the organization’s programs of work and information systems;
B. Throughout the solution development process, Contractor shall implement processes to ensure security assessments of information systems are conducted for all significant development and/or acquisitions, prior to information systems being placed into production; and
C. The Contractor shall also conduct periodic reviews of its information systems on a defined frequency for compliance with statutory, regulatory, and contractual requirements. The Contractor shall document the results of any such reviews.

### 3.4.3 PERSONNEL SECURITY

The Contractor shall implement processes to ensure all personnel having access to relevant State information have the appropriate background, skills, and training to perform their job responsibilities in a competent, professional, and secure manner. Workforce security controls shall include, at a minimum:

A. Position descriptions that include appropriate language regarding each role’s security requirements;
B. To the extent permitted by law, employment screening checks are conducted and successfully passed for all personnel prior to beginning work or being granted access to information assets;
C. Rules of behavior are established and procedures are implemented to ensure personnel are aware of and understand usage policies applicable to information and information systems;
D. Access reviews are conducted upon personnel transfers and promotions to ensure access levels are appropriate;
E. Contractor disables system access for terminated personnel and collects all organization owned assets prior to the individual’s departure; and
F. Procedures are implemented that ensure all personnel are aware of their duty to protect information assets and their responsibility to immediately report any suspected information security incidents.

3.4.4 SECURITY AWARENESS AND TRAINING

The Contractor shall provide periodic and on-going information security awareness and training to ensure personnel are aware of information security risks and threats, understand their responsibilities, and are aware of the statutory, regulatory, contractual, and policy requirements that are intended to protect information systems and State Confidential Information from a loss of confidentiality, integrity, availability and privacy. Security awareness and training shall include, at a minimum:

- Personnel are provided with security awareness training upon hire and at least annually, thereafter;
- Security awareness training records are maintained as part of the personnel record;
- Role-based security training is provided to personnel with respect to their duties or responsibilities (e.g. network and systems administrators require specific security training in accordance with their job functions); and
- Individuals are provided with timely information regarding emerging threats, best practices, and new policies, laws, and regulations related to information security.

3.4.5 RISK MANAGEMENT

The Contractor shall establish requirements for the identification, assessment, and treatment of information security risks to operations, information, and/or information systems. Risk management requirements shall include, at a minimum:

A. An approach that categorizes systems and information based on their criticality and sensitivity;
B. An approach that ensures risks are identified, documented and assigned to appropriate personnel for assessment and treatment;
C. Risk assessments shall be conducted throughout the lifecycles of information systems to identify, quantify, and prioritize risks against operational and control objectives and to design, implement, and exercise controls that provide reasonable assurance that security objectives will be met; and
D. A plan under which risks are mitigated to an acceptable level and remediation actions are prioritized based on risk criteria and timelines for remediation are established. Risk treatment may also include the acceptance or transfer of risk.

3.4.6 PRIVACY

- Data Ownership. The State is the data owner. Contractor shall not obtain any right, title, or interest in any of the data furnished by the State, or information derived from or based on State data.
- Data usage, storage, and protection of PII and State Confidential Information, as defined in Section 5.8 are subject to all applicable international, federal and state statutory and regulatory requirements, as amended from time to time, including, without limitation, those for HIPAA, Tax Information Security Guidelines for Federal, State, and Local Agencies (IRS Publication 1075), New Jersey State tax confidentiality statute, the New Jersey Privacy Notice found at NJ.gov, N.J.S.A. § 54:50-8, New Jersey Identity Theft Prevention Act, N.J.S.A. § 56:11-44 et. seq., the federal Drivers’ Privacy Protection Act of 1994, Pub.L.103-322, and the confidentiality
requirements of N.J.S.A. § 39:2-3.4. Contractor shall also conform to PCI DSS, where applicable.

- **Security**: Contractor agrees to take appropriate administrative, technical and physical safeguards reasonably designed to protect the security, privacy, confidentiality, and integrity of user information. Contractor shall ensure that PII and other State Confidential Information is secured and encrypted during transmission or at rest.

- **Data Transmission**: The Contractor shall only transmit or exchange State of New Jersey data with other parties when expressly requested in writing and permitted by and in accordance with requirements of the Contract or the State of New Jersey. The Contractor shall only transmit or exchange data with the State of New Jersey or other parties through secure means supported by current technologies. The Contractor shall encrypt all PII and other State Confidential Information as defined by the State of New Jersey or applicable law, regulation or standard during any transmission or exchange of that data.

- **Data Storage**: All data provided by the State of New Jersey or State data obtained by the Contractor in the performance of the Contract must be stored, processed, and maintained solely in accordance with a project plan and system topology approved by the State Contract Manager. No State data shall be processed on or transferred to any device or storage medium including portable media, smart devices and/or USB devices, unless that device or storage medium has been approved in advance in writing by the State Contract Manager. The Contractor must not store or transfer State of New Jersey data outside of the United States.

- **Data Re-Use**: All State data shall be used expressly and solely for the purposes enumerated in the Contract Data shall not be distributed, repurposed or shared across other applications, environments, or business units of the Contractor. No State data of any kind shall be transmitted, exchanged or otherwise passed to other contractors or interested parties except on a case-by-case basis as specifically agreed to in writing by the State Contract Manager.

- **Data Breach**: In the event of any actual, probable or reasonably suspected breach of security, or any unauthorized access to or acquisition, use, loss, destruction, compromise, alteration or disclosure of any PII (each, a security breach) that may concern any State Confidential Information or PII, Contractor shall: (a) notify the State immediately of such breach, but in no event later than 24 hours after such security breach; (b) designate a single individual employed by Contractor who shall be available to the State 24 hours per day, seven (7) days per week as a contact regarding Contractor's obligations under Section 3.4.33 (Incident Response); (c) not provide any other notification or provide any disclosure to the public regarding such security breach without the prior written consent of the State, unless required to provide such notification or to make such disclosure pursuant to any applicable law, regulation, rule, order, court order, judgment, decree, ordinance, mandate or other request or requirement now or hereafter in effect, of any applicable governmental authority or law enforcement agency in any jurisdiction worldwide (in which case Contractor shall consult with the State and reasonably cooperate with the State to prevent any notification or disclosure concerning any PII, security breach, or other State Confidential Information); (d) assist the State in investigating, remedying and taking any other action the State deems necessary regarding any security breach and any dispute, inquiry, or claim that concerns the security breach; (e) follow all instructions provided by the State relating to the State Confidential Information affected or potentially affected by the security breach; (f) take such actions as necessary to prevent future security breaches; and (g) unless prohibited by an applicable statute or court order, notify the State of any third party legal process relating to any security breach including, at a minimum, any legal process initiated by any governmental entity (foreign or domestic).

- **Minimum Necessary**: Contractor shall ensure that PII and other State Confidential Information requested represents the minimum necessary information for the services as described in this RFQ and, unless otherwise agreed to in writing by the State, that only
necessary individuals or entities who are familiar with and bound by the Contract will have access to the State Confidential Information in order to perform the work.

- **End of Contract Data Handling:** Upon termination/expiration of this Contract the Contractor shall first return all State data to the State in a usable format as defined in the Contract, or in an open standards machine-readable format if not. The Contractor shall then erase, destroy, and render unreadable all Contractor back up copies of State data according to the standards enumerated in accordance with the State’s most recent Media Protection policy, [https://www.nj.gov/it/docs/ps/NJ Statewide Information Security Manual.pdf](https://www.nj.gov/it/docs/ps/NJ Statewide Information Security Manual.pdf), and certify in writing that these actions have been completed within 30 days after the termination/expiration of the Contract or within seven (7) days of the request of an agent of the State whichever should come first.

- **In the event of loss of any State data or records where such loss is due to the intentional act, omission, or negligence of the Contractor or any of its subcontractors or agents,** the Contractor shall be responsible for recreating such lost data in the manner and on the schedule set by the State Contract Manager. The Contractor shall ensure that all data is backed up and is recoverable by the Contractor. In accordance with prevailing federal or state law or regulations, the Contractor shall report the loss of non-public data.

### 3.4.7 ASSET MANAGEMENT

The Contractor shall implement administrative, technical, and physical controls necessary to safeguard information technology assets from threats to their confidentiality, integrity, or availability, whether internal or external, deliberate or accidental. Asset management controls shall include at a minimum:

- A. Information technology asset identification and inventory;
- B. Assigning custodianship of assets; and
- C. Restricting the use of non-authorized devices.

### 3.4.8 SECURITY CATEGORIZATION

The Contractor shall implement processes that classify information and categorize information systems throughout their lifecycles according to their sensitivity and criticality, along with the risks and impact in the event that there is a loss of confidentiality, integrity, availability, or breach of privacy. Information classification and system categorization includes labeling and handling requirements. Security categorization controls shall include the following, at a minimum:

- A. Implementing a data protection policy;
- B. Classifying data and information systems in accordance with their sensitivity and criticality;
- C. Masking sensitive data that is displayed or printed; and
- D. Implementing handling and labeling procedures.

### 3.4.9 MEDIA PROTECTION

The Contractor shall establish controls to ensure data and information, in all forms and mediums, are protected throughout their lifecycles based on their sensitivity, value, and criticality, and the impact that a loss of confidentiality, integrity, availability, and privacy would have on the Contractor, business partners, or individuals. Media protections shall include, at a minimum:

- A. Media storage/access/transportation;
- B. Maintenance of sensitive data inventories;
- C. Application of cryptographic protections;
- D. Restricting the use of portable storage devices;
E. Establishing records retention requirements in accordance with business objectives and statutory and regulatory obligations; and
F. Media disposal/sanitization.

3.4.10 CRYPTOGRAPHIC PROTECTIONS

The Contractor shall employ cryptographic safeguards to protect sensitive information in transmission, in use, and at rest, from a loss of confidentiality, unauthorized access, or disclosure. Cryptographic protections shall include at a minimum:

A. Using industry standard encryption algorithms;
B. Establishing requirements for encryption of data in transit;
C. Establishing requirements for encryption of data at rest; and
D. Implementing cryptographic key management processes and controls.

3.4.11 ACCESS MANAGEMENT

The Contractor shall establish security requirements and ensure appropriate mechanisms are provided for the control, administration, and tracking of access to, and the use of, the Contractor’s information systems that contain or could be used to access State data. Access management plan shall include the following features:

A. Ensure the principle of least privilege is applied for specific duties and information systems (including specific functions, ports, protocols, and services), so processes operate at privilege levels no higher than necessary to accomplish required organizational missions and/or functions;
B. Implement account management processes for registration, updates, changes and de-provisioning of system access;
C. Apply the principles of least privilege when provisioning access to organizational assets;
D. Provision access according to an individual’s role and business requirements for such access;
E. Implement the concept of segregation of duties by disseminating tasks and associated privileges for specific sensitive duties among multiple people;
F. Conduct periodic reviews of access authorizations and controls.

3.4.12 IDENTITY AND AUTHENTICATION

The Contractor shall establish procedures and implement identification, authorization, and authentication controls to ensure only authorized individuals, systems, and processes can access the State’s information and Contractor’s information and information systems. Identity and authentication provides a level of assurance that individuals who log into a system are who they say they are. Identity and authentication controls shall include, at a minimum:

A. Establishing and managing unique identifiers (e.g. User-IDs) and secure authenticators (e.g. passwords, biometrics, personal identification numbers, etc.) to support nonrepudiation of activities by users or processes; and
B. Implementing multi-factor authentication (MFA) requirements for access to sensitive and critical systems, and for remote access to the Contractor’s systems.

3.4.13 REMOTE ACCESS

The Contractor shall strictly control remote access to the Contractor’s internal networks, systems, applications, and services. Appropriate authorizations and technical security controls shall be implemented prior to remote access being established. Remote access controls shall include at a minimum:
A. Establishing centralized management of the Contractor’s remote access infrastructure;
B. Implementing technical security controls (e.g. encryption, multi-factor authentication, IP whitelisting, geo-fencing); and
C. Training users in regard to information security risks and best practices related remote access use.

3.4.14 SECURITY ENGINEERING AND ARCHITECTURE

The Contractor shall employ security engineering and architecture principles for all information technology assets, and such principles shall incorporate industry recognized leading security practices and sufficiently address applicable statutory and regulatory obligations. Applying security engineering and architecture principles shall include:

A. Implementing configuration standards that are consistent with industry-accepted system hardening standards and address known security vulnerabilities for all system components;
B. Establishing a defense in-depth security posture that includes layered technical, administrative, and physical controls;
C. Incorporating security requirements into the systems throughout their life cycles;
D. Delineating physical and logical security boundaries;
E. Tailoring security controls to meet organizational and operational needs;
F. Performing threat modeling to identify use cases, threat agents, attack vectors, and attack patterns as well as compensating controls and design patterns needed to mitigate risk;
G. Implementing controls and procedures to ensure critical systems fail-secure and fail-safe in known states; and
H. Ensuring information system clock synchronization.

3.4.15 CONFIGURATION MANAGEMENT

The Contractor shall ensure that baseline configuration settings are established and maintained in order to protect the confidentiality, integrity, and availability of all information technology assets. Secure configuration management shall include, at a minimum:

A. Hardening systems through baseline configurations; and
B. Configuring systems in accordance with the principle of least privilege to ensure processes operate at privilege levels no higher than necessary to accomplish required functions.

3.4.16 ENDPOINT SECURITY

The Contractor shall ensure that endpoint devices are properly configured, and measures are implemented to protect information and information systems from a loss of confidentiality, integrity, and availability. Endpoint security shall include, at a minimum:

A. Maintaining an accurate and updated inventory of endpoint devices;
B. Applying security categorizations and implementing appropriate and effective safeguards on endpoints;
C. Maintaining currency with operating system and software updates and patches;
D. Establishing physical and logical access controls;
E. Applying data protection measures (e.g. cryptographic protections);
F. Implementing anti-malware software, host-based firewalls, and port and device controls;
G. Implementing host intrusion detection and prevention systems (HIDS/HIPS) where applicable;
H. Restricting access and/or use of ports and I/O devices; and
I. Ensuring audit logging is implemented and logs are reviewed on a continuous basis.
3.4.17 ICS/SCADA/OT SECURITY

The Contractor shall implement controls and processes to ensure risks, including risks to human safety, are accounted for and managed in the use of Industrial Control Systems (ICS), Supervisory Control and Data Acquisition (SCADA) systems and Operational Technologies (OT). ICS/SCADA/OT Security requires the application of all of the enumerated control areas in this RFQ, including, at a minimum:

A. Conducting risk assessments prior to implementation and throughout the lifecycles of ICS/SCADA/OT assets;
B. Developing policies and standards specific to ICS/SCADA/OT assets;
C. Ensuring the secure configuration of ICS/SCADA/OT assets;
D. Segmenting ICS/SCADA/OT networks from the rest of the Contractor’s networks;
E. Ensuring least privilege and strong authentication controls are implemented;
F. Implementing redundant designs or failover capabilities to prevent business disruption or physical damage; and
G. Conducting regular maintenance on ICS/SCADA/OT systems.

3.4.18 INTERNET OF THINGS SECURITY

The Contractor shall implement controls and processes to ensure risks are accounted for and managed in the use of Internet of Things (IoT) devices including, but not limited to, physical devices, vehicles, appliances and other items embedded with electronics, software, sensors, actuators, and network connectivity which enables these devices to connect and exchange data. IoT. IoT security shall include, at a minimum, the following:

A. Developing policies and standards specific to IoT assets;
B. Ensuring the secure configuration of IoT assets;
C. Conducting risk assessments prior to implementation and throughout the lifecycles of IoT assets;
D. Segmenting IoT networks from the rest of the Contractor’s networks; and
E. Ensuring least privilege and strong authentication controls are implemented.

3.4.19 MOBILE DEVICE SECURITY

The Contractor shall establish administrative, technical, and physical security controls required to effectively manage the risks introduced by mobile devices used for organizational business purposes. Mobile device security shall include, at a minimum, the following:

A. Establishing requirements for authorization to use mobile devices for organizational business purposes;
B. Establishing Bring Your Own Device (BYOD) processes and restrictions;
C. Establishing physical and logical access controls;
D. Implementing network access restrictions for mobile devices;
E. Implementing mobile device management solutions to provide centralized management of mobile devices and to ensure technical security controls (e.g. encryption, authentication, remote-wipe, etc.) are implemented and updated as necessary;
F. Establishing approved application stores from which applications can be acquired;
G. Establishing lists approved applications that can be used; and
H. Training of mobile device users regarding security and safety.

3.4.20 NETWORK SECURITY

The Contractor shall implement defense-in-depth and least privilege strategies for securing the information technology networks that it operates. To ensure information technology resources are
available to authorized network clients and protected from unauthorized access, the Contractor shall:

A. Include protection mechanisms for network communications and infrastructure (e.g. layered defenses, denial of service protection, encryption for data in transit, etc.);
B. Include protection mechanisms for network boundaries (e.g. limit network access points, implement firewalls, use Internet proxies, restrict split tunneling, etc.);
C. Control the flow of information (e.g. deny traffic by default/allow by exception, implement Access Control Lists, etc.); and
D. Control access to the Contractor’s information systems (e.g. network segmentation, network intrusion detection and prevention systems, wireless restrictions, etc.).

3.4.21 CLOUD SECURITY

The Contractor shall establish security requirements that govern the use of private, public, and hybrid cloud environments to ensure risks associated with a potential loss of confidentiality, integrity, availability, and privacy are managed. This shall ensure, at a minimum, the following:

A. Security is accounted for in the acquisition and development of cloud services;
B. The design, configuration, and implementation of cloud-based applications, infrastructure and system-system interfaces are conducted in accordance with mutually agreed-upon service, security, and capacity-level expectations;
C. Security roles and responsibilities for the Contractor and the cloud provider are delineated and documented; and
D. Controls necessary to protect sensitive data in public cloud environments are implemented.

3.4.22 CHANGE MANAGEMENT

The Contractor shall establish controls required to ensure change is managed effectively. Changes are appropriately tested, validated, and documented before implementing any change on a production network. Change management provides the Contractor with the ability to handle changes in a controlled, predictable, and repeatable manner, and to identify, assess, and minimize the risks to operations and security. Change management controls shall include, at a minimum, the following:

A. Notifying all stakeholder of changes;
B. Conducting a security impact analysis and testing for changes prior to rollout; and
C. Verifying security functionality after the changes have been made.

3.4.23 MAINTENANCE

The Contractor shall implement processes and controls to ensure that information assets are properly maintained, thereby minimizing the risks from emerging information security threats and/or the potential loss of confidentiality, integrity, or availability due to system failures. Maintenance security shall include, at a minimum, the following:

A. Conducting scheduled and timely maintenance;
B. Ensuring individuals conducting maintenance operations are qualified and trustworthy; and
C. Vetting, escorting and monitoring third-parties conducting maintenance operations on information technology assets.

3.4.24 THREAT MANAGEMENT

The Contractor shall establish effective communication protocols and processes to collect and disseminate actionable threat intelligence, thereby providing component units and individuals with the information necessary to effectively manage risk associated with new and emerging threats to
the organization’s information technology assets and operations. Threat management includes, at a minimum:

A. Developing, implementing, and governing processes and documentation to facilitate the implementation of a threat awareness policy, as well as associated standards, controls and procedures.

B. Subscribing to and receiving relevant threat intelligence information from the US CERT, the organization’s vendors, and other sources as appropriate.

3.4.25 VULNERABILITY AND PATCH MANAGEMENT (VU)

The Contractor shall implement proactive vulnerability identification, remediation, and patch management practices to minimize the risk of a loss of confidentiality, integrity, and availability of information system, networks, components, and applications. Vulnerability and patch management practices shall include, at a minimum, the following:

A. Prioritizing vulnerability scanning and remediation activities based on the criticality and security categorization of systems and information, and the risks associated with a loss of confidentiality, integrity, availability, and/or privacy;

B. Maintaining software and operating systems at the latest vendor-supported patch levels;

C. Conducting penetration testing and red team exercises; and

D. Employing qualified third-parties to periodically conduct Independent vulnerability scanning, penetration testing, and red-team exercises.

3.4.26 CONTINUOUS MONITORING

The Contractor shall implement continuous monitoring practices to establish and maintain situational awareness regarding potential threats to the confidentiality, integrity, availability, privacy and safety of information and information systems through timely collection and review of security-related event logs. Continuous monitoring practices shall include, at a minimum, the following:

A. Centralizing the collection and monitoring of event logs;

B. Ensuring the content of audit records includes all relevant security event information;

C. Protecting of audit records from tampering; and

D. Detecting, investigating, and responding to incidents discovered through monitoring.

3.4.27 SYSTEM DEVELOPMENT AND ACQUISITION

The Contractor shall establish security requirements necessary to ensure that systems and application software programs developed by the Contractor or third-parties (e.g. vendors, contractors, etc.) perform as intended to maintain information confidentiality, integrity, and availability, and the privacy and safety of individuals. System development and acquisition security practices shall include, at a minimum, the following:

A. Secure coding;

B. Separation of development, testing, and operational environments;

C. Information input restrictions;

D. Input data validation;

E. Error handling;

F. Security testing throughout development;

G. Restrictions for access to program source code; and

H. Security training of software developers and system implementers.

3.4.28 PROJECT AND RESOURCE MANAGEMENT
The Contractor shall ensure that controls necessary to appropriately manage risks are accounted for and implemented throughout the System Development Life Cycle (SDLC). Project and resource management security practices shall include, at a minimum:

5. Defining and implementing security requirements;
6. Allocating resources required to protect systems and information; and
7. Ensuring security requirements are accounted for throughout the SDLC.

3.4.29 CAPACITY AND PERFORMANCE MANAGEMENT

The Contractor shall implement processes and controls necessary to protect against avoidable impacts to operations by proactively managing the capacity and performance of its critical technologies and supporting infrastructure. Capacity and performance management practices shall include, at a minimum, the following:

A. Ensuring the availability, quality, and adequate capacity of compute, storage, memory and network resources are planned, prepared, and measured to deliver the required system performance and future capacity requirements; and
B. Implementing resource priority controls to prevent or limit Denial of Service (DoS) effectiveness.

3.4.30 THIRD PARTY MANAGEMENT

The Contractor shall implement processes and controls to ensure that risks associated with third-parties (e.g. vendors, contractors, business partners, etc.) providing information technology equipment, software, and/or services are minimized or avoided. Third party management processes and controls shall include, at a minimum:

A. Tailored acquisition strategies, contracting tools, and procurement methods for the purchase of systems, system components, or system service from suppliers;
B. Due diligence security reviews of suppliers and third parties with access to the Contractor’s systems and sensitive information;
C. Third party interconnection security; and
D. Independent testing and security assessments of supplier technologies and supplier organizations.

3.4.31 PHYSICAL AND ENVIRONMENTAL SECURITY

The Contractor shall establish physical and environmental protection procedures that limit access to systems, equipment, and the respective operating environments, to only authorized individuals. The Contractor ensures appropriate environmental controls in facilities containing information systems and assets, to ensure sufficient environmental conditions exist to avoid preventable hardware failures and service interruptions. Physical and environmental controls shall include, at a minimum, the following:

A. Physical access controls (e.g. locks, security gates and guards, etc.);
B. Visitor controls;
C. Security monitoring and auditing of physical access;
D. Emergency shutoff;
E. Emergency power;
F. Emergency lighting;
G. Fire protection;
H. Temperature and humidity controls;
I. Water damage protection; and
J. Delivery and removal of information assets controls.
3.4.32 CONTINGENCY PLANNING

The Contractor shall develop, implement, test, and maintain a contingency plan to ensure continuity of operations for all information systems that deliver or support essential or critical business functions on behalf of the Contractor. The plan shall address the following:

A. Backup and recovery strategies;
B. Continuity of operations;
C. Disaster recovery; and
D. Crisis management.

3.4.33 INCIDENT RESPONSE

The Contractor shall maintain an information security incident response capability that includes adequate preparation, detection, analysis, containment, recovery, and reporting activities. Information security incident response activities shall include, at a minimum, the following:

A. Information security incident reporting awareness;
B. Incident response planning and handling;
C. Establishment of an incident response team;
D. Cybersecurity insurance;
E. Contracts with external incident response services specialists; and
F. Contacts with law enforcement cybersecurity units.
4.0 QUOTE PREPARATION AND SUBMISSION – REQUIREMENTS OF THE BIDDER

Failure to submit information as indicated below may result in your Quote being deemed non-responsive.

4.1 GENERAL

A Bidder may submit additional terms as part of its Quote and Quotes including Bidder proposed terms and conditions may be accepted, but Bidder proposed terms or conditions that conflict with those contained in the RFQ as defined in Section 2.0, or that diminish the State’s rights under any Contract resulting from the RFQ, may render a Quote non-responsive. It is incumbent upon the Bidder to identify and remove its conflicting proposed terms and conditions prior to Quote submission.

After award of the Contract, if a conflict arises between a Bidder’s additional terms included in the Quote and a term or condition of the RFQ, the term or condition of the RFQ will prevail.

The forms discussed herein and required for submission of a Quote in response to this RFQ are available on the Division’s website unless noted otherwise.

4.1.1 FORMS, REGISTRATIONS AND CERTIFICATIONS REQUIRED WITH QUOTE

Bidders are under a continuing obligation to report updates to the information contained in its required forms.

4.1.1.1 OFFER AND ACCEPTANCE PAGE

The Bidder shall complete and submit the Offer and Acceptance Page accompanying this RFQ prior to the initiation of negotiation. The Bidder should submit the Offer and Acceptance Page with the Quote.

If the Offer and Acceptance Page is not submitted with the Quote or is incomplete, the Using Agency will require the Bidder to submit the Offer and Acceptance Page. If the Bidder fails to comply with the requirement within seven (7) business days of the demand, the Using Agency may deem the Quote non-responsive.

The Offer and Acceptance Page must be signed by an authorized representative of the Bidder. If the Bidder is a limited partnership, the Offer and Acceptance Page must be signed by a general partner.

4.1.1.1.1 MACBRIEDE PRINCIPLES CERTIFICATION

The Bidder must certify pursuant to N.J.S.A. 52:34-12.2 that it is in compliance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom’s Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principles. See Section 2.5 of the SSTC and N.J.S.A. 52:34-12.2 for additional information about the MacBride principles.

By signing the RFQ Offer and Acceptance Page, the Bidder is automatically certifying that either:

A. The Bidder has no operations in Northern Ireland; or

B. The Bidder has business operations in Northern Ireland and is committed to compliance with the MacBride principles.
A Bidder electing not to certify to the MacBride Principles must nonetheless sign the RFQ Offer and Acceptance Page AND must include, as part of its Quote, a statement indicating its refusal to comply with the provisions of this Act.

4.1.1.2 **NON-COLLLUSION**

By submitting a Quote and signing the RFQ Offer and Acceptance Page, the Bidder certifies as follows:

A. The price(s) and amount of its Quote have been arrived at independently and without consultation, communication or agreement with any other Contractor / Bidder or any other party;

B. Neither the individual price(s) nor the total amount of its Quote, and neither the approximate price(s) nor approximate amount of its Quote, have been disclosed to any other firm or person who is a Bidder or potential Bidder, and they will not be disclosed before the Quote submission;

C. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this Contract, or to submit a Quote higher than this Quote, or to submit any intentionally high or noncompetitive Quote or other form of complementary Quote;

D. The Quote of the firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Quote; and

E. The Bidder, its affiliates, subsidiaries, officers, directors, and employees are not, to the Bidder's knowledge, currently under investigation by any governmental agency for alleged conspiracy or collusion with respect to bidding on any public Contract and have not in the last five (5) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public Contract.

4.1.1.3 **NEW JERSEY BUSINESS ETHICS GUIDE CERTIFICATION**

The Treasurer has established a business ethics guide to be followed by Bidders / Contractors in its dealings with the State. The guide provides further information about compliance with Section 2.7 of the SSTC. The guide can be found at: [https://www.state.nj.us/treasury/purchase/ethics.shtml](https://www.state.nj.us/treasury/purchase/ethics.shtml)

By signing the RFQ Offer and Acceptance Page, the Bidder is automatically certifying that it has complied with all applicable laws and regulations governing the provision of State goods and services, including the Conflicts of Interest Law, N.J.S.A. 52:13D-12 to 28.

4.1.2 **STANDARD FORMS REQUIRED WITH THE QUOTE**

Bidder’s failure to complete, sign and submit the forms in Section 4.1.1.2 shall be cause to reject its Quote as non-responsive.

4.1.2.1 **OWNERSHIP DISCLOSURE FORM**

Pursuant to N.J.S.A. 52:25-24.2, in the event the Bidder is a corporation, partnership or limited liability company, the Bidder must complete an Ownership Disclosure Form.

A current completed Ownership Disclosure Form must be received prior to or accompany the submitted Quote. A Bidder’s failure to submit the completed and signed form with its Quote will result in the rejection of the Quote as non-responsive and preclude the award of a Contract to said
Bidder unless the Division has on file a signed and accurate Ownership Disclosure Form dated and received no more than six (6) months prior to the Quote submission deadline for this procurement. If any ownership change has occurred within the last six (6) months, a new Ownership Disclosure Form must be completed, signed and submitted with the Quote.

In the alternative, to comply with this section, a Bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a 10 percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a 10 percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

The Ownership Disclosure Form located on the Division’s website.

4.1.1.2.2 Disclosure of Investment Activities in Iran Form

Pursuant to N.J.S.A. 52:32-58, the Bidder must utilize this Disclosure of Investment Activities in Iran form to certify that neither the Bidder, nor one (1) of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the Bidder, nor one (1) of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Bidder is unable to so certify, the Bidder shall provide a detailed and precise description of such activities as directed on the form. A Bidder’s failure to submit the completed and signed form with its Quote will result in the rejection of the Quote as non-responsive and preclude the award of a Contract to said Bidder.

The Disclosure of Investment Activities in Iran form located on the Division’s website.

4.1.1.3 Subcontractor Utilization Plan

Bidders intending to use a Subcontractor shall submit a Subcontractor Utilization Plan form and should indicate whether any proposed Subcontractor is a Small Business.

As defined at N.J.A.C. 17:13-1.2, "Small Business" means a business that is incorporated or registered in and has its principal place of business in the State of New Jersey, is independently owned and operated, and has no more than 100 full-time employees. The program places small business into the following categories:

For goods and services - (i) those with gross revenues not exceeding $500,000; (ii) those with gross revenues not exceeding $5,000,000; and (iii) those with gross revenues that do not exceed $12,000,000 or the applicable federal revenue standards established at 13 CFR 121.201, whichever is higher. While companies registered as having revenues below $500,000 can bid on any Contract, those earning more than the $500,000 and $5,000,000 amounts will not be permitted to bid on Contracts designated for revenue classifications below its respective levels.

For construction services: (iv) those with gross revenues not exceeding $3,000,000; (v) those with gross revenues that do not exceed 50 percent of the applicable annual revenue standards established at 13 CFR 121.201; and (vi) those with gross revenues that do not exceed the applicable annual revenue standards established at CFR 121.201. While companies registered as having revenues below $3,000,000 can bid on any Contract, those earning more than the revenue standards established at CFR 121.201 will not be permitted to bid on Contracts designated for revenue classifications below their respective levels.
The Subcontractor Utilization Plan form is located on the Division’s website.

For a Quote that does NOT include the use of any Subcontractors, by signing the RFQ Offer and Acceptance Page, the Bidder is automatically certifying that in the event the award is granted to the Bidder, and the Bidder later determines at any time during the term of the Contract to engage Subcontractors to provide certain goods and/or services, pursuant to Section 5.8 of the SSTC, the Bidder shall submit a Subcontractor Utilization Plan form for approval to the Division in advance of any such engagement of Subcontractors.

4.1.2 FORMS, REGISTRATIONS AND CERTIFICATIONS REQUIRED BEFORE CONTRACT AWARD AND THAT SHOULD BE SUBMITTED WITH THE QUOTE

Unless otherwise specified, forms must contain an original, physical signature, or an electronic signature.

4.1.2.1 BUSINESS REGISTRATION

In accordance with N.J.S.A. 52:32-44(b), a Bidder and its named Subcontractors must have a valid Business Registration Certificate (“BRC”) issued by the Department of the Treasury, Division of Revenue and Enterprise Services prior to the award of a Contract. To facilitate the Quote evaluation and Contract award process, the Bidder should submit a copy of its valid BRC and those of any named Subcontractors with its Quote. See Section 2.1 of the SSTC.

Any Bidder, inclusive of any named Subcontractors, not having a valid business registration at the time of the Quote opening, or whose BRC was revoked prior to the submission of the Quote, should proceed immediately to register its business or seek reinstatement of a revoked BRC.

The Bidder is cautioned that it may require a significant amount of time to secure the reinstatement of a revoked BRC. The process can require actions by both the Division of Revenue and Enterprise Services and the Division of Taxation. For this reason, a Bidder’s early attention to this requirement is highly recommended. The Bidder and its named Subcontractors may register with the Division of Revenue and Enterprise Services, obtain a copy of an existing BRC or obtain information necessary to seek re-instatement of a revoked BRC online at http://www.state.nj.us/treasury/revenue/busregcert.shtml.

A Bidder otherwise identified by the Division as a responsive and responsible Bidder, inclusive of any named Subcontractors, but that was not business registered at the time of submission of its Quote must be so registered and in possession of a valid BRC by a deadline to be specified in writing by the Division. A Bidder failing to comply with this requirement by the deadline specified by the Division will be deemed ineligible for Contract award. Under any circumstance, the Division will rely upon information available from computerized systems maintained by the State as a basis to verify independently compliance with the requirement for business registration.

A Bidder receiving a Contract award as a result of this procurement and any Subcontractors named by that Bidder will be required to maintain a valid business registration with the Division of Revenue and Enterprise Services for the duration of the executed Contract, inclusive of any Contract extensions.

4.1.2.2 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM

The Bidder should submit the Disclosure of Investigations and Other Actions Involving Bidder Form, with its Quote, to provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years, including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. If a Bidder does not submit the form with the Quote, the
Bidder must comply within seven (7) business days of the State’s request or the State may deem the Quote non-responsive.

The Disclosure of Investigations and Other Actions Involving Bidder Form located on the Division’s website.

4.1.2.3 SOURCE DISCLOSURE

Pursuant to N.J.S.A. 52:34-13.2, prior to an award of Contract, the Bidder is required to submit a completed Source Disclosure Form. The Bidder’s inclusion of the completed Source Disclosure Form with the Quote is requested and advised. See RFQ Section 7.1.2 for additional information concerning this requirement.

The Source Disclosure Form is located on the Division’s website.

4.1.3 FINANCIAL CAPABILITY OF THE BIDDER

The Bidder should provide sufficient financial information to enable the State to assess the financial strength and creditworthiness of the Bidder and its ability to undertake and successfully complete the Contract. In order to provide the State with the ability to evaluate the Bidder’s financial capacity and capability to undertake and successfully complete the Contract, the Bidder should submit the following:

A. For publicly traded companies the Bidder should provide copies or the electronic location of the annual reports filed for the two most recent years; or

B. For privately held companies the Bidder should provide the certified financial statement (audited or reviewed) in accordance with applicable standards by an independent Certified Public Accountant which include a balance sheet, income statement, and statement of cash flow, and all applicable notes for the most recent calendar year or the Bidder’s most recent fiscal year.

If the information is not supplied with the Quote, the State may still require the Bidder to submit it. If the Bidder fails to comply with the request within seven (7) business days, the State may deem the Quote non-responsive.

A Bidder may designate specific financial information as not subject to disclosure when the Bidder has a good faith legal/factual basis for such assertion. A Bidder may submit specific financial documents in a separate, sealed package clearly marked “Confidential-Financial Information” along with the Quote.

The State reserves the right to make the determination to accept the assertion and shall so advise the Bidder.

4.1.4 STATE-SUPPLIED PRICE SHEET

The Bidder must submit its pricing using the State-Supplied Price Sheet accompanying this RFQ.

4.1.4.1 STATE-SUPPLIED PRICE SHEET INSTRUCTIONS

The Bidder must submit its pricing for Price Lines 1-8, 11-18, and 21-28 using the format set forth in the State-supplied price sheet/schedule(s) accompanying this RFQ. The Bidder shall not submit pricing for Price Lines 9 and 10, 19 and 20, and 29 and 30 as these are Pass-Through Price Lines to use for reimbursing Travel and Other Direct Costs in accordance with the terms of the Contractor’s GSA Schedule(s) only. No mark-up will be provided for Price Lines 9 and 10, 19 and 20, and 29 and 30. Failure to submit all information required will result in the proposal being
considered non-responsive. Each Bidder is required to hold its prices firm through issuance of Contract.

4.1.4.2 DELIVERY TIME AND COSTS

Unless otherwise noted elsewhere in the RFQ, all delivery times are 30 calendar days after receipt of order (ARO) and prices for items in Quotes shall be submitted Freight On Board (F.O.B.) Destination (30 calendar days ARO/F.O.B.). Quotes submitted other than 30 calendar days ARO/F.O.B. may be deemed non-responsive. The Contractor shall assume all costs, liability and responsibility for the delivery of merchandise in good condition to the State's Using Agency or designated purchaser. 30 calendar days ARO/F.O.B. does not cover "spotting" but does include delivery on the receiving platform of the Using Agency at any destination in the State of New Jersey unless otherwise specified.

No additional charges will be allowed for any additional transportation costs resulting from partial shipments made at the Contractor's convenience when a single shipment is ordered.

The weights and measures of the State's Using Agency receiving the shipment shall govern.

4.1.4.3 COLLECT ON DELIVERY (C.O.D.) TERMS

C.O.D. terms are not acceptable as part of a Quote and shall be deemed non-responsive.

4.1.4.4 CASH DISCOUNTS

The Bidder is encouraged to offer cash discounts based on expedited payment by the State. The State will make efforts to take advantage of discounts, but discounts will not be considered in determining the price rankings of Quotes.

Should the Bidder choose to offer cash discounts the following shall apply:

A. Discount periods shall be calculated starting from the next business day after the Using Agency has accepted the goods or services, received a properly signed and executed invoice and, when required, a properly executed performance security, whichever is latest; and

B. The date on the check issued by the State in payment of that invoice shall be deemed the date of the State's response to that invoice.

4.2 REQUIRED COMPONENTS OF THE QUOTE

The Quote should be submitted with the content of each section as indicated below:

- Section 1 – Forms (Sections 4.1.1 and 4.1.2)
- Section 2 – Technical Quote (Section 4.2.1)
- Section 3 – Organizational Support and Experience (Sections 4.2.2 – 4.2.7)
- Section 4 – Any other documents included by the Bidder (Section X.X)
- Section 5 – State-Supplied Price Sheet (Section 4.1.4.1)
- Section 6 – State of New Jersey Security Due Diligence Third Party Information Security Questionnaire (Section 4.2.9)

4.2.1 TECHNICAL QUOTE

The Bidder shall describe its approach and plans for accomplishing the work outlined above in 3.0 RFQ Scope of Services. The Bidder must set forth an action plan for responding to requests for an engagement and shall provide a list of previously held, or currently held, contracts with similar
services provided by the Bidder. The list must detail the type, budget and a comprehensive description of each contract.

4.2.2 MANAGEMENT OVERVIEW

The Bidder shall set forth its overall technical approach and plans to meet the requirements of the RFQ in a narrative format. This narrative should demonstrate to the State that the Bidder understands the objectives that the Contract is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the Contract. This narrative should demonstrate to the State that the Bidder’s general approach and plans to undertake and complete the Contract are appropriate to the Tasks and Subtasks involved.

Mere reiterations of RFQ Tasks and Subtasks are strongly discouraged, as they do not provide insight into the Bidder’s ability to complete the Contract. The Bidder’s response to this section should be designed to demonstrate to the State that the Bidder’s detailed plans and proposed approach to complete the Scope of Services are realistic, attainable and appropriate and that the Bidder’s Quote will lead to successful Contract completion.

4.2.3 CONTRACT MANAGEMENT

The Bidder should describe its specific plans to manage, control and supervise any Engagement(s) issued pursuant to the Contract to ensure satisfactory completion according to the required schedule. The plan should include the Bidder’s approach to communication with the State Contract Manager, or Using Agency, including, but not limited to, status meetings, status reports, etc.

4.2.4 ORGANIZATIONAL SUPPORT AND EXPERIENCE

The Bidder must include information relating to its organization, personnel and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the Bidder’s qualifications, and its ability to perform the services required by this RFQ.

The Bidder should include an organization chart, with names showing management, supervisory and other key personnel (including subcontractor’s management, supervisory or other key personnel) to be assigned to the contract. The chart should include the labor category and title of each such individual.

Note: Category 1 Bidders do not need to be Certified Public Accountants (CPA). Category 2 and 3 Bidders must have CPAs on staff, or as members of the assigned team.

The Bidder must identify staff by resume, experience, and hourly rate in accordance with the following general skill classifications:

A. Partner/Principal/Director - An individual who has ownership in the firm, if applicable to the structure of the company and extensive experience and/ or managerial ability within the firm. This individual would organize, direct and manage support services for all activities covered by this Contract and is charged with overall management.

B. Program Manager - Individuals reporting directly to the Partner/Principal/Director and acting as a liaison to all project staff. Individuals would possess knowledge and experience in providing strategic direction, vision, leadership and program management to the team. The Program Manager would also maintain productive and effective client relationships with the most senior levels of the client organization.

C. Project Manager – Individuals responsible for managing the resources of projects. This individual is responsible for making sure a project is completed within a certain set of restraints.
These restraints usually involve time, money, people and materials. The project must then be completed to a certain level of quality.

D. **Subject Matter Expert (SME)** – Individuals with a definitive source of knowledge who communicate their extensive experience with regard to a specific subject area to other professionals within an organization. The subject matter expert has an advanced degree, professional certification or license within their field of study, functions as a resource for their knowledge area, and supplies their expertise through the entire process of bringing a project to fruition.

E. **Supervisory/Senior Consultant** - Individuals who would be a managing consultant for projects. A Senior Consultant would develop strategic plans and advise on function specific strategies. This individual would also oversee the improvement of methodologies and analysis implementation.

F. **Consultant** – Individuals that possess knowledge, some experience, and capabilities in the development of solutions, recommendations, or outcomes across multiple tasks and/or organizations. The consultant would support the development of solutions to address an organization’s challenges and project objectives. The individual would assist in the assessment of the impact of industry trends, policy, or standard methodologies. Consultants may include individuals who will carry out such functions as analyses, report documenting, proposal development, or implementation efforts.

G. **Associate/Staff** - A supervised field individual who will support the program/project in the preparation of deliverables, internal reports, briefings, and other requirements.

H. **Administrative Support Staff** - Individuals performing office support functions such as clerical, data entry, document preparation.

Each Bidder shall segment its professional skill classifications into the above-noted categories. If the title differs in the Bidder’s organization, that title should be listed in parenthesis after the particular category. It is not necessary for a Bidder’s firm to possess all categories of professional skill classifications.

All professional qualifications noted in this Section should be submitted with the Quote.

### 4.2.5 RESUMES

Detailed resumes should be submitted for all management, supervisory and key personnel to be assigned to the Contract. Resumes should be structured to emphasize relevant qualifications and experience of these individuals. Resumes should include the following:

- Clearly identify the individual's previous experience in completing similar contracts;
- Beginning and ending dates should be given for each similar contract;
- A description of the contract should be given and should demonstrate how the individual's work on the completed contract relates to the individual's ability to contribute to successfully providing the services required by this RFQ; and
- With respect to each similar contract, the Bidder should include the name and address of each reference together with a person to contact for a reference check and a telephone number.

### 4.2.6 EXPERIENCE OF BIDDER ON SIMILAR CONTRACTS

The Bidder should provide a comprehensive listing of similar contracts that it has successfully completed, as evidence of the Bidder’s ability to successfully complete the services required by this RFQ and the Engagement for which the Bidder submits a Quote. The Bidder should emphasize
previously held contracts in which they engaged in the oversight/monitoring of programs of a similar size administered by a federal agency. A description of all such contracts should include and show the relation of such contracts to the ability of the Bidder to complete the services required by this RFQ. For each such contract, the Bidder should provide two (2) names and telephone numbers of individuals for the other contract party. Beginning and ending dates should also be given for each contract.

4.2.7 ADDITIONAL EXPERIENCE OF BIDDER

Bidder should have experience in dealing with federal disaster relief agencies in the aftermath of major catastrophic events.

Bidder should demonstrate experience interfacing with state and federal agencies in the administration of a monitoring or oversight program.

Bidder should demonstrate prior experience and success with all relevant federal and state documentation practices necessary to ensure the receipt and retention of grant funding.

Bidder should also have experience monitoring grants and supplemental appropriations from Congress as well as other federal agencies that can provide support to the state after a catastrophic event.

4.2.8 NOTICE PURSUANT TO E.O. 166 REQUIREMENT FOR POSTING SUCCESSFUL QUOTES AND CONTRACT DOCUMENTS

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

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

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

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

4.2.9 OVERVIEW OF SECURITY PLAN AND STANDARDS

The Bidder shall complete and submit the State of New Jersey Security Due Diligence Third-Party Information Security Questionnaire (Questionnaire) with its Quote as per Section 4.2. This Questionnaire is designed to provide the State with an overview of the Bidder’s security and privacy
controls to meet the State of New Jersey’s objectives as outlined and documented in the Statewide Information Security Manual and compliance with the State’s security requirements as outlined in Section 3.4.

The State has executed a Confidentiality/Non-Disclosure Agreement which is attached to the Questionnaire. The Bidder must countersign the Confidentiality/Non-Disclosure Agreement and include it with its submitted Questionnaire. No amendments to Confidentiality/Non-Disclosure Agreement are permitted.

To the extent permissible under the New Jersey Open Public Records Act (“OPRA”), N.J.S.A. 47:1A-1.1, the New Jersey common law right to know, and any other lawful document request or subpoena, the completed Questionnaire and supplemental documentation provided by the Bidder will be kept confidential and not shared with the public or other Bidders. Please see RFQ Section 5.8.
5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS APPLICABLE TO THE
           Contract

5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS

This Contract awarded, and the entire agreement between the parties, as a result of this RFQ shall
consist of this RFQ, SSTC, Bid Amendment to this RFQ, the Contractor’s Quote, any Best and Final
Offer, and the Using Agency’s Notice of Award.

In the event of a conflict in the terms and conditions among the documents comprising this Contract,
the order of precedence, for purposes of interpretation thereof, listed from highest ranking to lowest
ranking, shall be:

A. Executed Offer and Acceptance Page;
B. RFQ Section 5, as may be amended by Bid Amendment;
C. The State of NJ Standard Terms and Conditions (SSTC) included in this RFQ at Section 9;;
D. All remaining sections of the RFQ, as may be amended by Bid Amendment; and
E. The Contractor’s Quote as accepted by the State.

5.2 CONTRACT TERM AND EXTENSION OPTION

The base term of this Contract shall be for a period of two (2) years.  If delays in the procurement
process result in a change to the anticipated Contract Effective Date, the Contractor agrees to
accept a Contract for the full term of this Contract.

This Contract may be extended up to up to (3) years with no single extension exceeding one (1)
year, by the mutual written consent of the Contractor and the Director at the same terms, conditions,
and pricing at the rates in effect in the last year of this Contract or rates more favorable to the State.

In the event of a termination or expiration of the underlying Federal Supply Schedule, the
independent State contract based thereon survives for its own established term.

5.3 CONTRACT TRANSITION

In the event that a new Contract has not been awarded prior to this Contract expiration date,
including any extensions exercised, and the State exercises this Contract transition, the Contractor
shall continue this Contract under the same terms, conditions, and pricing until a new Contract
can be completely operational.  At no time shall this transition period extend more than 180 days
beyond the expiration date of this Contract, including any extensions exercised.

5.4 CHANGE ORDER

Any changes or modifications to the terms of this Contract shall be valid only when they have been
reduced to writing and signed by the Contractor and the Director.

5.5 CONTRACTOR RESPONSIBILITIES

The Contractor shall have sole responsibility for the complete effort specified in this Contract.
Payment will be made only to the Contractor.  The Contractor shall have sole responsibility for all
payments due any Subcontractor.

The Contractor is responsible for the professional quality, technical accuracy and timely
completion and submission of all deliverables, services or commodities required to be provided
under this Contract.  The Contractor shall, without additional compensation, correct or revise any
errors, omissions, or other deficiencies in its deliverables and other services.  The approval of
deliverables furnished under this Contract shall not in any way relieve the Contractor of
responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the State may have arising out of the Contractor’s performance of this Contract.

5.6 SUBSTITUTION OR ADDITION OF SUBCONTRACTOR(S)

This Subsection serves to supplement but not to supersede Sections 5.8 and 5.9 of the SSTC accompanying this RFQ.

The Contractor shall forward a written request to substitute or add a Subcontractor or to substitute its own staff for a Subcontractor to the State Contract Manager for consideration. If the State Contract Manager approves the request, the State Contract Manager will forward the request to the Director for final approval. No substituted or additional Subcontractors are authorized to begin work until the Contractor has received written approval from the Director.

If it becomes necessary for the Contractor to substitute a Subcontractor, add a Subcontractor, or substitute its own staff for a Subcontractor, the Contractor will identify the proposed new Subcontractor or staff member(s) and the work to be performed. The Contractor must provide detailed justification documenting the necessity for the substitution or addition.

The Contractor must provide detailed resumes of its proposed replacement staff or of the proposed Subcontractor’s management, supervisory, and other key personnel that demonstrate knowledge, ability and experience relevant to that part of the work which the Subcontractor is to undertake.

The qualifications and experience of the replacement(s) must equal or exceed those of similar personnel proposed by the Contractor in its Quote.

5.7 OWNERSHIP OF MATERIAL

All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of this Contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this Contract shall be and remain the property of the State of New Jersey and shall be delivered to the State of New Jersey upon 30 days’ notice by the State. With respect to software computer programs and/or source codes developed for the State, except those modifications or adaptations made to Bidder’s/Contractor’s Background IP as defined below, the work shall be considered “work for hire”, i.e., the State, not the Contractor or Subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed. To the extent that any of such materials may not, by operation of the law, be a work made for hire in accordance with the terms of this Contract, Contractor or Subcontractor hereby assigns to the State all right, title and interest in and to any such material, and the State shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available.

Should the Bidder anticipate bringing pre-existing intellectual property into the project, the intellectual property must be identified in the Quote. Otherwise, the language in the first paragraph of this section prevails. If the Bidder identifies such intellectual property (“Background IP”) in its Quote, then the Background IP owned by the Bidder on the date of this Contract, as well as any modifications or adaptations thereto, remain the property of the Bidder. Upon Contract award, the Bidder/Contractor shall grant the State a nonexclusive, perpetual royalty free license to use any of the Bidder’s/Contractor’s Background IP delivered to the State for the purposes contemplated by this Contract.
Auditing firm working papers remain the property of the auditing firm in accordance with standards issued by the American Institute of Certified Public Accountants (AICPA). While considered confidential information, the State recognizes that the firm may be requested to make certain working papers available to regulatory agencies, pursuant to authority given by law or regulation. In such instances, access to the working papers may be provided to these agencies based upon AICPA standards and under supervision of the firm.

5.8 CONFIDENTIALITY

A. The obligations of the State under this provision are subject to the New Jersey Open Public Records Act ("OPRA"), N.J.S.A. 47:1A-1 et seq., the New Jersey common law right to know, and any other lawful document request or subpoena;

B. By virtue of this Contract, the parties may have access to information that is confidential to one another. The parties agree to disclose to each other only information that is required for the performance of their obligations under this Contract. Contractor’s Confidential Information, to the extent not expressly prohibited by law, shall consist of all information clearly identified as confidential at the time of disclosure and anything identified in Contractor’s Quote as Background IP ("Contractor Confidential Information"). Notwithstanding the previous sentence, the terms and pricing of this Contract are subject to disclosure under OPRA, the common law right to know, and any other lawful document request or subpoena;

C. The State’s Confidential Information shall consist of all information or data contained in documents supplied by the State, any information or data gathered by the Contractor in fulfillment of the contract and any analysis thereof (whether in fulfillment of the contract or not).

D. A party’s Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party’s lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party;

E. The State agrees to hold Contractor’s Confidential Information in confidence, using at least the same degree of care used to protect its own Confidential Information;

F. In the event that the State receives a request for Contractor Confidential Information related to this Contract pursuant to a court order, subpoena, or other operation of law, the State agrees, if permitted by law, to provide Contractor with as much notice, in writing, as is reasonably practicable and the State’s intended response to such order of law. Contractor shall take any action it deems appropriate to protect its documents and/or information;

G. In addition, in the event Contractor receives a request for State Confidential Information pursuant to a court order, subpoena, or other operation of law, Contractor shall, if permitted by law, provide the State with as much notice, in writing, as is reasonably practicable and Contractor’s intended response to such order of law. The State shall take any action it deems appropriate to protect its documents and/or information; and

H. Notwithstanding the requirements of nondisclosure described in this Section, either party may release the other party’s Confidential Information:

(i) if directed to do so by a court or arbitrator of competent jurisdiction; or

(ii) pursuant to a lawfully issued subpoena or other lawful document request:

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(a) in the case of the State, if the State determines the documents or information are subject to disclosure and Contractor does not exercise its rights as described in Section 5.8(F), or if Contractor is unsuccessful in defending its rights as described in Section 5.8(F); or

(b) in the case of Contractor, if Contractor determines the documents or information are subject to disclosure and the State does not exercise its rights described in Section 5.8(G), or if the State is unsuccessful in defending its rights as described in Section 5.8(G).

5.9 NEWS RELEASES

The Contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this Contract without the prior written consent of the Director.

5.10 ADVERTISING

The Contractor shall not use the State’s name, logos, images, or any data or results arising from this Contract as a part of any commercial advertising without first obtaining the prior written consent of the Director.

5.11 LICENSES AND PERMITS

The Contractor shall obtain and maintain in full force and effect all required licenses, permits, and authorizations necessary to perform this Contract. The Contractor shall comply with all New Jersey Department of Labor requirements. Notwithstanding the requirements of the RFQ, the Contractor shall supply the State Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to this Contract award. All costs associated with any such licenses, permits, and authorizations must be considered by the Bidder in its Quote.

5.12 CLAIMS AND REMEDIES

5.12.1 CLAIMS

All claims asserted against the State by the Contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

5.12.2 REMEDIES

Nothing in this Contract shall be construed to be a waiver by the State of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Director.

5.12.3 REMEDIES FOR FAILURE TO COMPLY WITH MATERIAL CONTRACT REQUIREMENTS

In the event that the Contractor fails to comply with any material Contract requirements, the Director may take steps to terminate this Contract in accordance with the SSTC, authorize the delivery of Contract items by any available means, with the difference between the price paid and the defaulting Contractor's price either being deducted from any monies due the defaulting Contractor or being an obligation owed the State by the defaulting Contractor, as provided for in the State administrative code, or take any other action or seek any other remedies available at law or in equity.

5.13 MODIFICATIONS AND CHANGES TO THE STATE OF NJ STANDARD TERMS AND CONDITIONS (SSTC)
Section 4.1 of the SSTC is deleted and replaced with the following:

The Contractor’s liability to the State and its employees in third party suits shall be as follows:

A. The Contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State and its officers, agents, servants and employees, from and against any and all third party claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith:

1. For or on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or products supplied under this Contract or the order; and

2. For or on account of the use of any patent, copyright, trademark, trade secret or other proprietary right of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance (“Intellectual Property Rights”) furnished or used in the performance of this Contract; and

3. The Contractor’s indemnification and liability under subsection (a) is not limited by, but is in addition to the insurance obligations contained in Section 4.2 of these Terms and Conditions.

B. In the event of a claim or suit involving third-party Intellectual Property Rights, the Contractor, at its option, may: (1) procure for the State the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties. The State will (1) promptly notify Contractor in writing of the claim or suit; (2) Contractor shall have control of the defense and settlement of any claim that is subject to Section 4.1(a); provided; however, that the State must approve any settlement of the alleged claim, which approval shall not be unreasonably withheld. The State may observe the proceedings relating to the alleged claim and confer with the Contractor at its expense. Furthermore, neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of New Jersey, nor purport to act as legal representative of the State of New Jersey, without having provided notice to the Director of the Division of Law in the Department of Law and Public Safety and to the Director of DPP. The State of New Jersey may, at its election and expense, assume its own defense and settlement;

C. Notwithstanding the foregoing, Contractor has no obligation or liability for any claim or suit concerning third-party Intellectual Property Rights arising from: (1) the State’s unauthorized combination, operation, or use of a product supplied under this Contract with any product, device, or Software not supplied by Contractor; (2) the State’s unauthorized alteration or modification of any product supplied under this Contract; (3) the Contractor’s compliance with the State’s designs, specifications, requests, or instructions, provided that if the State provides Contractor with such designs, specifications, requests, or instructions, Contractor reviews same and advises that such designs, specifications, requests or instructions present potential issues of patent or copyright infringement and the State nonetheless directs the Contractor to proceed with one (1) or more designs, specifications, requests or instructions that present potential issues of patent or copyright infringement; or (4) the State’s failure to promptly implement a required update or modification to the product provided by Contractor;

D. Contractor will be relieved of its responsibilities under Subsection 4.1(a)(i) and (ii) for any claims made by an unaffiliated third party that arise solely from the actions or omissions of
the State, its officers, employees or agents. Subject to the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.), the New Jersey Contractual Liability Act (N.J.S.A. 59:13-1 et seq.) and the appropriation and availability of funds, the State will be responsible for any cost or damage arising out of actions or inactions of the State, its employees or agents under Subsection 4.1(a)(i) and (ii) which results in an unaffiliated third party claim. This is Contractor’s exclusive remedy for these claims;

E. This section states the entire obligation of Vendor {Contractor} and its suppliers, and the exclusive remedy of the State, in respect of any infringement or alleged infringement of any Intellectual Property Rights. This indemnity obligation and remedy are given to the State solely for its benefit and in lieu of, and Contractor disclaims, all warranties, conditions and other terms of non-infringement or title with respect to any product; and

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

4.1.1 LIMITATION OF LIABILITY

The Contractor’s liability to the State for actual, direct damages resulting from the Contractor’s performance or non-performance, or in any manner related to this Contract, for any and all claims, shall be limited in the aggregate to 200 % of the total value of the specific Engagement giving rise to the claim(s), except that such limitation of liability shall not apply to the following:

a. The Contractor’s obligation to indemnify the State of New Jersey and its employees from and against any claim, demand, loss, damage, or expense relating to bodily injury or the death of any person or damage to real property or tangible personal property, incurred from the work or materials supplied by the Contractor under this Contract caused by negligence or willful misconduct of the Contractor;

b. The Contractor’s breach of its obligations of confidentiality; and

c. The Contractor’s liability with respect to copyright indemnification.

The Contractor’s indemnification obligation is not limited by but is in addition to the insurance obligations contained in Section 4.2 of the SSTC.

The Contractor shall not be liable for special, consequential, or incidental damages.

5.13.2 INSURANCE - PROFESSIONAL LIABILITY INSURANCE

Section 4.2 of the SSTC regarding insurance is modified with the addition of the following section regarding Professional Liability Insurance.

D. Professional Liability Insurance: The Contractor shall carry Errors and Omissions, Professional Liability Insurance, and/or Professional Liability Malpractice Insurance sufficient to protect the Contractor from any liability arising out the professional obligations performed pursuant to the requirements of this Contract. The insurance shall be in the amount of not less than $3,000,000 and in such policy forms as shall be approved by the State. If the Contractor has claims-made coverage and subsequently changes carriers during the term of this Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance, and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.
5.14 FORCE MAJEURE PROVISION

The Contractor shall not be in breach of this contract nor liable for delay in performing or failure to perform any of its obligations under this Contract if such delay or failure results from events, circumstances, or causes beyond the Contractor’s reasonable control, including but not limited to: pandemic; epidemic; any global, national, or local public health emergency or disease outbreak (including, without limitation, any of the conditions listed henceforth that may subsequently arise under the COVID-19 (a/k/a the 2019 Novel Coronavirus) outbreak or any similar disease(s)); strike, lock-out or other industrial dispute; widespread and prolonged failure of a utility service or transport or telecommunications network; act of God; fires, floods, storms, earthquakes and explosions; war, riot, or other civil disturbance; malicious damage; compliance with any newly-enacted law or governmental order, rule or regulation, including quarantine and travel and shipping restrictions; default by suppliers, vendors, or subcontractors; or difficulties in obtaining necessary labor, materials, manufacturing facilities, or transportation (each, a “Force Majeure Event”) vital to performance of this Contract which cannot be cured through any reasonable efforts. Upon the occurrence of any Force Majeure Event, the Contractor shall notify the State in writing of such event as soon as reasonably practicable but no later than five (5) business days following the Contractor’s attainment of actual knowledge that the Force Majeure Event will result in the Contractor’s non-fulfillment of its obligations hereunder and shall specify in reasonable detail the facts constituting such Force Majeure Event.

Notwithstanding the above, the Contractor acknowledges that pursuant to Executive Orders 103, 119, 138, 151, 162, 171, 180, 186, 191, and 200 (2020) New Jersey is presently under a declared state of emergency. At the time that this Agreement is executed Contractor affirms that it has the ability to complete performance of the work described in the Contract at the price disclosed in the Contract.

5.15 CONTRACT ACTIVITY REPORT

The Contractor must provide, on a bi-annual basis, a record of all purchases made under this Contract resulting from this RFQ. This reporting requirement includes sales to State Using Agencies, political sub-divisions thereof and, if permitted under the terms of this Contract, sales to counties, municipalities, school districts, volunteer fire departments, first aid squads and rescue squads, independent institutions of higher education, state and county colleges and quasi-State agencies. Quasi-State agencies include any agency, commission, board, authority or other such governmental entity which is established and is allocated to a State department or any bi-state governmental entity of which the State of New Jersey is a member.

This information must be provided in Microsoft Excel such that an analysis can be made to determine the following:

A. Contractor’s total sales volume, with line item detail, to each purchaser under this Contract;

B. Subtotals by product, including, if applicable, catalog number and description, price list with appropriate page reference, and/or Contract discount applied; and

C. Total dollars paid to Subcontractors, include a separate breakdown for dollars paid to New Jersey Small Business as defined in N.J.A.C. 17:13-1.2.

Submission of purchase orders, confirmations, and/or invoices do not fulfill this Contract requirement for information. Failure to report this mandated information may be a factor in future award decisions.

The Contractor must submit the required information in Microsoft Excel format to NJSupplierReports@treas.nj.gov.
Reports are due:
January 1st through June 30th – due by July 30th; and
July 1st through December 31st – due by January 30th.

5.16 ELECTRONIC PAYMENTS

With the award of this Contract, the successful Contractor(s) will be required to receive its payment(s) electronically. In order to receive your payments via automatic deposit from the State of New Jersey, you must complete the EFT information within your NJSTART Vendor Profile. Please refer to Section 5.2 of the QRG entitled “Vendor Profile Management – Company Information and User Access” for instructions. QRGs are located on the NJSTART Vendor Support Page.

5.17 PROGRAM EFFICIENCY ASSESSMENT FOR STATE USING AGENCIES

The Program Efficiency Assessment shall not be charged against the winning Contractor and therefore is not to be included in the Bidder’s pricing. The State Using Agencies shall be charged an assessment equal to one-quarter of one (1) percent (0.25%) of the value of all transactions under this Contract. This assessment is authorized by N.J.S.A. 52:27B-56 and N.J.A.C. 17:12-1.5, to maintain the State’s procurement system at a level to meet industry standards of efficiency.

For purposes of this section, “transaction” is defined as the payment or remuneration to the Contractor for services rendered or products provided to the State pursuant to the terms of this Contract, including but not limited to the following: purchase orders, invoices, hourly rates, firm fixed price, commission payments, progress payments and contingency payments.

6.0 QUOTE EVALUATION

6.1 DIRECTOR’S RIGHT OF FINAL QUOTE ACCEPTANCE AND RIGHT TO WAIVE

The Director reserves the right to reject any or all Quotes, or to award in whole or in part if deemed to be in the best interest of the State to do so. The Director shall have authority to award orders or Contracts in accordance with N.J.S.A. 52:34-12. Tie Quotes will be awarded by the Director in accordance with N.J.A.C. 17:12-2.10.

Pursuant to N.J.A.C. 17:12-2.7(d), the Director may waive minor irregularities or omissions in a Quote. The Director also reserves the right to waive a requirement provided that the requirement does not materially affect the procurement or the State’s interests associated with the procurement.
6.2 STATE’S RIGHT TO INSPECT BIDDER FACILITIES

The State reserves the right to inspect the Bidder’s establishment before making an award, for the purposes of ascertaining whether the Bidder has the necessary facilities for performing the Contract.

The State may also consult with clients of the Bidder during the evaluation of Quotes. Such consultation is intended to assist the State in making a Contract award that is most advantageous to the State.

6.3 STATE’S RIGHT TO REQUEST FURTHER INFORMATION

After the submission of Quotes, unless requested by the State as noted below, Bidder contact with the State is not permitted.

After the Quotes are reviewed, one (1), some or all of the Bidders may be asked to clarify certain aspects of its Quote. A request for clarification may be made in order to resolve minor ambiguities, irregularities, informalities or clerical errors. Clarifications cannot correct any deficiencies or material omissions, or revise or modify a Quote.

Further, the Director reserves the right to request a Bidder to explain, in detail, how the Quote price was determined.

6.4 EVALUATION

6.4.1 QUOTE EVALUATION COMMITTEE

Quotes may be evaluated by an Evaluation Committee composed of members of affected departments and agencies together with representative(s) from the Division. Representatives from other governmental agencies may also service on the Evaluation Committee. The Evaluation Committee may also seek the expertise of outside consultants in an advisory role, as appropriate.

6.4.2 TECHNICAL EVALUATION CRITERIA

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate Quotes received in response to this RFQ. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process.

Each criterion will be scored and each score multiplied by a predetermined weight to develop the Technical Evaluation Score.

   A. Personnel: The qualifications and experience of the Bidder’s management, supervisory, and key personnel assigned to the Contract, including the candidates recommended for each of the positions/roles required;

   B. Experience of firm: The Bidder’s documented experience in successfully completing
Contract of a similar size and scope in relation to the work required by this RFQ; and

C. Ability of firm to complete the Scope of Work based on its Technical Quote: The Bidder’s demonstration in the Quote that the Bidder understands the requirements of the Scope of Work and presents an approach that would permit successful performance of the technical requirements of the Contract.

6.4.3 BIDDER’S STATE-SUPPLIED PRICE SCHEDULE

The State will utilize a weighted consumption/market basket model to evaluate pricing. The pricing model will be date-stamped and entered into the record before Quote opening.

6.4.4 QUOTE DISCREPANCIES

In evaluating Quotes, discrepancies between words and figures will be resolved in favor of words. Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum of the column of figures.

6.5 ORAL PRESENTATION

After the Quotes are reviewed, one (1), some or all of the Bidders may be required to give an oral presentation to the State concerning its Quote.

A Bidder may not attend the oral presentations of its competitors.

It is within the State’s discretion whether to require the Bidder to give an oral presentation or require the Bidder to submit written responses to questions regarding its Quote. Action by the State in this regard should not be construed to imply acceptance or rejection of a Quote. The Division will be the sole point of contact regarding any request for an oral presentation or clarification.

6.6 NEGOTIATION

In accordance with N.J.S.A. 52:34-12(f) and N.J.A.C. 17:12-2-7, after evaluating Quotes, the State may establish a competitive range and enter into negotiations with one (1) Bidder or multiple Bidders within this competitive range. The primary purpose of negotiations is to maximize the State’s ability to obtain the best value based on the mandatory requirements, evaluation criteria, and cost. Multiple rounds of negotiations may be conducted with one (1) Bidder or multiple Bidders. Negotiations will be structured to safeguard information and ensure that all Bidders are treated fairly.

After evaluation of Quotes and as applicable, negotiation(s), the State will recommend, to the Director, the responsible Bidder(s) whose Quote(s), conforming to the RFQ, is/are most advantageous to the State, price, and other factors considered. The Director may accept, reject or modify the recommendation of the Using Agency. The Director may initiate additional negotiation procedures with the selected Bidder(s).

Negotiations will be conducted only in those circumstances where it is deemed to be in the State’s best interests and to maximize the State’s ability to get the best value. Therefore, the Bidder is advised to submit its best technical and price Quote in response to this RFQ since the State may, after evaluation, make a Contract award based on the content of the initial submission, without further negotiation with any Bidder.
All contacts, records of initial evaluations, any correspondence with a Bidder related to any request for clarification, negotiation, any revised technical and/or price Quotes, and related documents will remain confidential until a Notice of Intent to Award a Contract is issued.

If the State contemplates negotiation, Quote prices will not be publicly read at the Quote opening. Only the name and address of each Bidder will be publicly announced at the Quote opening.

6.7 POOR PERFORMANCE

A Bidder with a history of performance problems may be bypassed for consideration of an award issued as a result of this RFQ. The following materials may be reviewed to determine Bidder performance: Contract cancellations for cause pursuant to Section 5.7(b) of the SSTC; information contained in Vendor performance records; information obtained from audits or investigations conducted by a local, state or federal agency of the Bidder’s work experience; current licensure, registration, and/or certification status and relevant history thereof; or its status or rating with established business/financial reporting services, as applicable. Bidders should note that this list is not exhaustive.
7.0 CONTRACT AWARD

7.1 DOCUMENTS REQUIRED BEFORE CONTRACT AWARD


A. The State shall not enter into a Contract to procure services or any material, supplies or equipment, or to acquire, sell, or lease any land or building from any Business Entity, where the value of the transaction exceeds $17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, to any State, county, municipal political party committee, or to any legislative leadership committee during certain specified time periods;

B. Prior to awarding any Contract or agreement to any Business Entity, the Business Entity proposed as the intended Contractor of the Contract shall submit the Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the Business Entity and reporting all qualifying contributions made by the Business Entity or any person or entity whose contributions are attributable to the Business Entity. The required form and instructions, available for review on the Division’s website at http://www.state.nj.us/treasury/purchase/forms/eo134/Chapter51.pdf, shall be provided to the intended Contractor for completion and submission to the Division with the Notice of Intent to Award. Upon receipt of a Notice of Intent to Award a Contract, the intended Contractor shall submit to the Division, the Certification and Disclosure(s) within five (5) business days of the State’s request. The Certification and Disclosure(s) may be executed electronically by typing the name of the authorized signatory in the “Signature” block as an alternative to downloading, physically signing the form, scanning the form, and uploading the form. Failure to submit the required forms will preclude award of a Contract under this RFQ, as well as future Contract opportunities; and

C. Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the Contract, and any extension(s) thereof, at the time any such contribution is made. The required form and instructions, available for review on the Division’s website at http://www.state.nj.us/treasury/purchase/forms/eo134/Chapter51.pdf, shall be provided to the intended Contractor with the Notice of Intent to Award.

The Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form is located on the Division’s website.

7.1.2 SOURCE DISCLOSURE REQUIREMENTS

Pursuant to N.J.S.A. 52:34-13.2, all Contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a Contractor or Subcontractor within the United States and the certification is approved by the State Treasurer. Also refer to Section 3.6 Service Performance within U.S. of the SSTC.

Pursuant to the statutory requirements, the intended Contractor of a Contract primarily for services with the State of New Jersey must disclose the location by country where services under the Contract, including subcontracted services, will be performed. The Source Disclosure Form accompanies the subject RFQ. FAILURE TO SUBMIT SOURCING INFORMATION WHEN
REQUESTED BY THE STATE SHALL PRECLUDE AWARD OF A CONTRACT TO THE INTENDED BIDDER.

If any of the services cannot be performed within the United States, the Bidder shall state with specificity the reasons why the services cannot be so performed. The Director shall determine whether sufficient justification has been provided by the Bidder to form the basis of his or her certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

The Source Disclosure Form is located on the Division’s website.

7.1.2.1 BREACH OF CONTRACT

A SHIFT TO PROVISION OF SERVICES OUTSIDE THE UNITED STATES DURING THE TERM OF THE CONTRACT SHALL BE DEEMED A BREACH OF CONTRACT. If, during the term of the Contract, or any extension thereof, the Contractor or Subcontractor, who had upon Contract award declared that services would be performed in the United States, proceeds to shift the performance of any of the services outside the United States, the Contractor shall be deemed to be in breach of its Contract. Such Contract shall be subject to termination for cause pursuant to Section 5.7b.1 of the SSTC, unless such shift in performance was previously approved by the Director and the Treasurer.

7.1.3 AFFIRMATIVE ACTION


7.1.4 BUSINESS REGISTRATION

In accordance with N.J.S.A. 52:32-44(b), a Bidder and its named Subcontractors must have a valid Business Registration Certificate (“BRC”) issued by the Department of the Treasury, Division of Revenue and Enterprise Services prior to the award of a Contract. See Section 4.1.2.1 of this RFQ for further information.

7.2 FINAL CONTRACT AWARD

Contract award[s] will be made with reasonable promptness by written notice to that responsible Bidder(s), whose Quote(s) is(are) most advantageous to the State, price, and other factors considered. Any or all Quotes may be rejected when the State Treasurer or the Director determines that it is in the public interest to do so.

7.3 INSURANCE CERTIFICATES

The Contractor shall provide the State with current certificates of insurance for all coverages required by the terms of this Contract, naming the State as an Additional Insured. See Section 4.2 of the SSTC accompanying this RFQ.
8.0 CONTRACT ADMINISTRATION

8.1 STATE CONTRACT MANAGER

The State Contract Manager (SCM) is the State employee responsible for the overall management and administration of the Contract.

The SCM for this project will be identified at the time of execution of Contract. At that time, the Contractor will be provided with the State Contract Manager’s name, department, division, agency, address, telephone number, fax phone number, and e-mail address.

8.1.1 STATE CONTRACT MANAGER RESPONSIBILITIES

The SCM is the person who the Contractor will contact after the Contract is executed for answers to any questions and concerns about any aspect of the Contract. The SCM is responsible for coordinating the use of the Contract and resolving minor disputes between the Contractor and the Using Agency. The SCM is also responsible for notifying OIT and other appropriate parties of security and privacy violations or incidents. The SCM cannot modify the Contract, direct or approve a Change Order.

If the Contract has multiple users, the SCM shall be the central coordinator of the use of the Contract for all Using Agencies, while other State employees engage and pay the Contractor. All persons and agencies using the Contract must notify and coordinate the use of the Contract with the SCM.

8.1.2 COORDINATION WITH THE STATE CONTRACT MANAGER

Any Using Agency that is unable to resolve disputes with a Contractor shall refer those disputes to the SCM for resolution. Any questions related to performance of the work of the Contract by Using Agencies shall be directed to the SCM. The Contractor may contact the SCM if the Contractor cannot resolve a dispute with Using Agencies.
1. STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT

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

1.1 CONTRACT TERMS CROSSWALK

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2. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

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

2.1 BUSINESS REGISTRATION

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

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

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

The contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall, during the term of the contract, collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the Use Tax due pursuant to the “Sales and Use Tax Act, P.L. 1966, c. 30 (N.J.S.A. 54:32B-1 et seq.)” on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of
2.2 ANTI-DISCRIMINATION

All parties to any contract with the State agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through N.J.S.A. 10:2-4, N.J.S.A. 10:5-1 et seq, and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder are hereby incorporated by reference. The agreement to abide by the provisions of N.J.S.A. 10:5-31 through 10:5-38 include those provisions indicated for Goods, Professional Service and General Service Contracts (Exhibit A, attached) and Constructions Contracts (Exhibit B and Executive Order 151, August 28, 2009, attached) as appropriate.

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

2.3 PREVAILING WAGE ACT

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

2.4 AMERICANS WITH DISABILITIES ACT

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

2.5 MACBRIDE PRINCIPLES

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

2.6 PAY TO PLAY PROHIBITIONS

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

A. Make or solicit a contribution in violation of the statute;

B. Knowingly conceal or misrepresent a contribution given or received;

C. Make or solicit contributions through intermediaries for the purpose of concealing or misrepresenting the source of the contribution;

D. Make or solicit any contribution on the condition or with the agreement that it will be contributed to a campaign committee or any candidate of holder of the public office of Governor or Lieutenant Governor, or to any State or county party committee;
E. Engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation;

F. Fund contributions made by third parties, including consultants, attorneys, family members, and employees;

G. Engage in any exchange of contributions to circumvent the intent of the Legislation; or

H. Directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

2.7 POLITICAL CONTRIBUTION DISCLOSURE

The contractor is advised of its responsibility to file an annual disclosure statement on political contributions with the New Jersey Election Law Enforcement Commission (ELEC), pursuant to N.J.S.A. 19:44A-20.27 (P.L. 2005, c. 271, §3 as amended) if in a calendar year the contractor receives one (1) or more contracts valued at $50,000.00 or more. It is the contractor's responsibility to determine if filing is necessary. Failure to file can result in the imposition of penalties by ELEC. Additional information about this requirement is available from ELEC by calling 1(888)313-3532 or on the internet at http://www.elec.state.nj.us/.

2.8 STANDARDS PROHIBITING CONFLICTS OF INTEREST

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

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

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

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

No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his/her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee;
No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his/her official position to secure unwarranted privileges or advantages for the vendor or any other person; and

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

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

Pursuant to N.J.S.A. 54:49-19, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer’s or shareholder’s share of the payment due the taxpayer, partnership, or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act. The Director of the Division of Taxation shall give notice to the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c.52:32-32 et seq.), to the taxpayer shall be stayed.

2.10 COMPLIANCE - LAWS

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

2.11 COMPLIANCE - STATE LAWS

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

2.12 WARRANTY OF NO SOLICITATION ON COMMISSION OR CONTINGENT FEE BASIS

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

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

3.1 COMPLIANCE - CODES

The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building code, OSHA and all applicable codes for this requirement. The contractor shall be responsible for securing and paying all necessary permits, where applicable.
3.2 PUBLIC WORKS CONTRACTOR REGISTRATION ACT
The New Jersey Public Works Contractor Registration Act requires all contractors, subcontractors and lower tier subcontractor(s) who engage in any contract for public work as defined in N.J.S.A. 34:11-56.26 be first registered with the New Jersey Department of Labor and Workforce Development pursuant to N.J.S.A. 34:11-56.51. Any questions regarding the registration process should be directed to the Division of Wage and Hour Compliance at (609) 292-9464.

3.3 PUBLIC WORKS CONTRACT - ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS
N.J.S.A. 10:2-1 requires that during the performance of this contract, the contractor must agree as follows:

A. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

B. No contractor, subcontractor, nor any person on his/her behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

C. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of $50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

D. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

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

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

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

C. The contractor or subcontractor where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment. N.J.A.C. 17:27-3.7 requires all contractors and subcontractors, if any, to further agree as follows:

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

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

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

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

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

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

3.6 SERVICE PERFORMANCE WITHIN U.S.
Under N.J.S.A. 52:34-13.2, all contracts primarily for services awarded by the Director shall be performed within the United States, except when the Director certifies in writing a finding that a required service cannot be provided by a contractor or subcontractor within the United States and the certification is approved by the State Treasurer. A shift to performance of services outside the United States during the term of the contract shall be deemed a breach of contract. If, during the term of the contract, the contractor or subcontractor proceeds to shift the performance of any of the services outside the United States, the contractor shall be deemed to be in breach of its contract, which contract shall be subject to termination for cause pursuant to Section 5.7(b) (1) of the Standard Terms and Conditions, unless previously approved by the Director and the Treasurer.
3.7 **BUY AMERICAN**  
Pursuant to N.J.S.A. 52:32-1, if manufactured items or farm products will be provided under this contract to be used in a public work, they shall be manufactured or produced in the United States and the contractor shall be required to so certify.

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

3.9 **DIANE B. ALLEN EQUAL PAY ACT**  
Pursuant to N.J.S.A. 34:11-56.14 and N.J.A.C. 12:10-1.1 et seq., a contractor performing “qualifying services” or “public work” to the State or any agency or instrumentality of the State shall provide the Commissioner of Labor and Workforce Development a report regarding the compensation and hours worked by employees categorized by gender, race, ethnicity, and job category. For more information and report templates see [https://nj.gov/labor/equalpay/equalpay.html](https://nj.gov/labor/equalpay/equalpay.html).

4. **INDEMNIFICATION AND INSURANCE**

4.1 **INDEMNIFICATION**  
The contractor’s liability to the State and its employees in third party suits shall be as follows:

1. Indemnification for Third Party Claims - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract, including liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract;

2. The contractor’s indemnification and liability under subsection (a) is not limited by, but is in addition to the insurance obligations contained in Section 4.2 of these Terms and Conditions; and

3. In the event of a patent and copyright claim or suit, the contractor, at its option, may: (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) refund the purchase price less a reasonable allowance for use that is agreed to by both parties.

4.2 **INSURANCE**  
The contractor shall secure and maintain in force for the term of the contract insurance as provided herein. All required insurance shall be provided by insurance companies with an A-VIII or better rating by A.M. Best & Company. All policies must be endorsed to provide 30 days’ written notice of cancellation or material change to the State of New Jersey at the address shown below. If the contractor’s insurer cannot provide 30 days written notice, then it will become the obligation of the contractor to provide the same. The contractor shall provide the State with current certificates of insurance for all coverages and renewals thereof. Renewal certificates shall be provided within 30 days of the expiration of the insurance. The contractor shall not begin to provide services or goods to the State until evidence of the required insurance is provided. The certificates of insurance shall indicate the contract number or purchase order number and title of the contract in the Description of Operations box and shall list the State of New Jersey, Department of the Treasury, Division of Purchase & Property, Contract Compliance & Audit Unit, P.O. Box 236, Trenton, New Jersey 08625.
The certificates and any notice of cancelation shall be emailed to the State at:

ccau.certificate@treas.nj.gov

The insurance to be provided by the contractor shall be as follows:

A. Occurrence Form Commercial General Liability Insurance or its equivalent: The minimum limit of liability shall be $1,000,000 per occurrence as a combined single limit for bodily injury and property damage. The above required Commercial General Liability Insurance policy or its equivalent shall name the State, its officers, and employees as “Additional Insureds” and include the blanket additional insured endorsement or its equivalent. The coverage to be provided under these policies shall be at least as broad as that provided by the standard basic Commercial General Liability Insurance occurrence coverage forms or its equivalent currently in use in the State of New Jersey, which shall not be circumscribed by any endorsement limiting the breadth of coverage;

B. Automobile Liability Insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than $1,000,000 per occurrence as a combined single limit. The State must be named as an “Additional Insured” and a blanket additional insured endorsement or its equivalent must be provided when the services being procured involve vehicle use on the State’s behalf or on State controlled property;

C. Worker’s Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits not less than:

1. $1,000,000 BODILY INJURY, EACH OCCURRENCE;
2. $1,000,000 DISEASE EACH EMPLOYEE; and
3. $1,000,000 DISEASE AGGREGATE LIMIT.

   - This $1,000,000 amount may have been raised by the RFP when deemed necessary by the Director; and

   - In the case of a contract entered into pursuant to N.J.S.A. 52:32-17 et seq., (small business set asides) the minimum amount of insurance coverage in subsections a., b., and c. above may have been lowered in the RFP for certain commodities when deemed in the best interests of the State by the Director.

5. TERMS GOVERNING ALL CONTRACTS

5.1 CONTRACTOR IS INDEPENDENT CONTRACTOR
The contractor’s status shall be that of any independent contractor and not as an employee of the State.

5.2 CONTRACT AMOUNT
The estimated amount of the contract(s), when stated on the RFP form, shall not be construed as either the maximum or minimum amount which the State shall be obliged to order as the result of the RFP or any contract entered into as a result of the RFP.

5.3 CONTRACT TERM AND EXTENSION OPTION
If, in the opinion of the Director, it is in the best interest of the State to extend a contract, the contractor shall be so notified of the Director’s Intent at least 30 days prior to the expiration date of the existing contract. The contractor shall have 15 calendar days to respond to the Director’s request to extend the term and period of performance of the contract. If the contractor agrees to the extension, all terms and conditions of the original contract shall apply unless more favorable terms for the State have been negotiated.
5.4 STATE’S OPTION TO REDUCE SCOPE OF WORK
The State has the option, in its sole discretion, to reduce the scope of work for any deliverable, task or subtask called for under this contract. In such an event, the Director shall provide to the contractor advance written notice of the change in scope of work and what the Director believes should be the corresponding adjusted contract price. Within five (5) business days of receipt of such written notice, if either is applicable:

A. If the contractor does not agree with the Director’s proposed adjusted contract price, the contractor shall submit to the Director any additional information that the contractor believes impacts the adjusted contract price with a request that the Director reconsider the proposed adjusted contract price. The parties shall negotiate the adjusted contract price. If the parties are unable to agree on an adjusted contract price, the Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the final adjusted contract price; and

B. If the contractor has undertaken any work effort toward a deliverable, task or subtask that is being changed or eliminated such that it would not be compensated under the adjusted contract, the contractor shall be compensated for such work effort according to the applicable portions of its price schedule and the contractor shall submit to the Director an itemization of the work effort already completed by deliverable, task or subtask within the scope of work, and any additional information the Director may request. The Director shall make a prompt decision taking all such information into account, and shall notify the contractor of the compensation to be paid for such work effort.

5.5 CHANGE IN LAW
If, after award, a change in applicable law or regulation occurs which affects the Contract, the parties may amend the Contract, including pricing, in order to provide equitable relief for the party disadvantaged by the change in law. The parties shall negotiate in good faith, however if agreement is not possible after reasonable efforts, the Director shall make a prompt decision as to an equitable adjustment, taking all relevant information into account, and shall notify the Contractor of the final adjusted contract price.

5.6 SUSPENSION OF WORK
The State may, for valid reason, issue a stop order directing the contractor to suspend work under the contract for a specific time. The contractor shall be paid for goods ordered, goods delivered, or services requested and performed until the effective date of the stop order. The contractor shall resume work upon the date specified in the stop order, or upon such other date as the State Contract Manager may thereafter direct in writing. The period of suspension shall be deemed added to the contractor's approved schedule of performance. The Director shall make an equitable adjustment, if any is required, to the contract price. The contractor shall provide whatever information that Director may require related to the equitable adjustment.

5.7 TERMINATION OF CONTRACT
A. For Convenience:
   Notwithstanding any provision or language in this contract to the contrary, the Director may terminate this contract at any time, in whole or in part, for the convenience of the State, upon no less than 30 days written notice to the contractor;

B. For Cause:
   a. Where a contractor fails to perform or comply with a contract or a portion thereof, and/or fails to comply with the complaints procedure in N.J.A.C. 17:12-4.2 et seq., the Director may terminate the contract, in whole or in part, upon ten (10) days’ notice to the contractor with an opportunity to respond; and
b. Where in the reasonable opinion of the Director, a contractor continues to perform a contract poorly as demonstrated by e.g., formal complaints, late delivery, poor performance of service, short-shipping, so that the Director is required to use the complaints procedure in N.J.A.C. 17:12-4.2 et seq., and there has been a failure on the part of the contractor to make progress towards ameliorating the issue(s) or problem(s) set forth in the complaint, the Director may terminate the contract, in whole or in part, upon ten (10) days’ notice to the contractor with an opportunity to respond.

C. In cases of emergency the Director may shorten the time periods of notification and may dispense with an opportunity to respond; and

D. In the event of termination under this section, the contractor shall be compensated for work performed in accordance with the contract, up to the date of termination. Such compensation may be subject to adjustments.

5.8 SUBCONTRACTING OR ASSIGNMENT

Subcontracting: The contractor may not subcontract other than as identified in the contractor's proposal without the prior written consent of the Director. Such consent, if granted in part, shall not relieve the contractor of any of his/her responsibilities under the contract, nor shall it create privity of contract between the State and any subcontractor. If the contractor uses a subcontractor to fulfill any of its obligations, the contractor shall be responsible for the subcontractor's: (a) performance; (b) compliance with all of the terms and conditions of the contract; and (c) compliance with the requirements of all applicable laws; and

Assignment: The contractor may not assign its responsibilities under the contract, in whole or in part, without the prior written consent of the Director.

5.9 NO CONTRACTUAL RELATIONSHIP BETWEEN SUBCONTRACTORS AND STATE

Nothing contained in any of the contract documents, including the RFP and vendor's bid or proposal shall be construed as creating any contractual relationship between any subcontractor and the State.

5.10 MERGERS, ACQUISITIONS

If, during the term of this contract, the contractor shall merge with or be acquired by another firm, the contractor shall give notice to the Director as soon as practicable and in no event longer than 30 days after said merger or acquisition. The contractor shall provide such documents as may be requested by the Director, which may include but need not be limited to the following: corporate resolutions prepared by the awarded contractor and new entity ratifying acceptance of the original contract, terms, conditions and prices; updated information including ownership disclosure and Federal Employer Identification Number. The documents must be submitted within 30 days of the request. Failure to do so may result in termination of the contract for cause.

If, at any time during the term of the contract, the contractor's partnership, limited liability company, limited liability partnership, professional corporation, or corporation shall dissolve, the Director must be so notified. All responsible parties of the dissolved business entity must submit to the Director in writing, the names of the parties proposed to perform the contract, and the names of the parties to whom payment should be made. No payment shall be made until all parties to the dissolved business entity submit the required documents to the Director.

5.11 PERFORMANCE GUARANTEE OF CONTRACTOR

The contractor hereby certifies that:

A. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice;
B. All equipment supplied to the State and operated by electrical current is UL listed where applicable;  

C. All new machines are to be guaranteed as fully operational for the period stated in the contract from time of written acceptance by the State. The contractor shall render prompt service without charge, regardless of geographic location;  

D. Sufficient quantities of parts necessary for proper service to equipment shall be maintained at distribution points and service headquarters;  

E. Trained mechanics are regularly employed to make necessary repairs to equipment in the territory from which the service request might emanate within a 48-hour period or within the time accepted as industry practice;  

F. During the warranty period the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract; and  

G. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.  

5.12 DELIVERY REQUIREMENTS  
A. Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the contract;  

B. The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract and in accordance with good commercial practice;  

C. Items delivered must be strictly in accordance with the contract; and  

D. In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the contract, the using agency shall be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor.  

5.13 APPLICABLE LAW AND JURISDICTION  
This contract and any and all litigation arising therefrom or related thereto shall be governed by the applicable laws, regulations and rules of evidence of the State of New Jersey without reference to conflict of laws principles and shall be filed in the appropriate Division of the New Jersey Superior Court.  

5.14 CONTRACT AMENDMENT  
Except as provided herein, the contract may only be amended by written agreement of the State and the contractor.  

5.15 MAINTENANCE OF RECORDS  
The contractor shall maintain records for products and/or services delivered against the contract for a period of five (5) years from the date of final payment unless a longer period is required by law. Such records shall be made available to the State, including the Comptroller, for audit and review.  

5.16 ASSIGNMENT OF ANTITRUST CLAIM(S)  
The contractor recognizes that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the ultimate purchaser. Therefore, and as consideration for executing this contract, the contractor, acting herein by and through its duly authorized agent, hereby conveys, sells, assigns, and transfers to the State of New Jersey, for itself and on behalf of
its political subdivisions and public agencies, all right, title and interest to all claims and causes of action it may now or hereafter acquire under the antitrust laws of the United States or the State of New Jersey, relating to the particular goods and services purchased or acquired by the State of New Jersey or any of its political subdivisions or public agencies pursuant to this contract.

In connection with this assignment, the following are the express obligations of the contractor:

A. It shall take no action that will in any way diminish the value of the rights conveyed or assigned hereunder;

B. It shall advise the Attorney General of New Jersey:
   1. In advance of its intention to commence any action on its own behalf regarding any such claim or cause(s) of action; and
   2. Immediately upon becoming aware of the fact that an action has been commenced on its behalf by some other person(s) of the pendency of such action.

C. It shall notify the defendants in any antitrust suit of the within assignment at the earliest practicable opportunity after the contractor has initiated an action on its own behalf or becomes aware that such an action has been filed on its behalf by another person. A copy of such notice shall be sent to the Attorney General of New Jersey; and

D. It is understood and agreed that in the event any payment under any such claim or cause of action is made to the contractor, it shall promptly pay over to the State of New Jersey the allotted share thereof, if any, assigned to the State hereunder.

6. TERMS RELATING TO PRICE AND PAYMENT

6.1 PRICE FLUCTUATION DURING CONTRACT
Unless otherwise agreed to in writing by the State, all prices quoted shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract. In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period. The Director must be notified, in writing, of any price reduction within five (5) days of the effective date.

Failure to report price reductions may result in cancellation of contract for cause, pursuant to provision 5.7(b)1.

In an exceptional situation the State may consider a price adjustment. Requests for price adjustments must include justification and documentation.

6.2 TAX CHARGES
The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, price quotations must not include such taxes. The State's Federal Excise Tax Exemption number is 22-75-0050K.

6.3 PAYMENT TO VENDORS
A. The using agency(ies) is (are) authorized to order and the contractor is authorized to ship only those items covered by the contract resulting from the RFP. If a review of orders placed by the using agency(ies) reveals that goods and/or services other than that covered by the contract have been ordered and delivered, such delivery shall be a violation of the terms of the contract and may be considered by the Director as a basis to terminate the contract and/or not award the contractor a subsequent contract. The Director may take such steps as are necessary to have the items returned by the agency, regardless of the time between the date of delivery and
discovery of the violation. In such event, the contractor shall reimburse the State the full purchase price;

B. The contractor must submit invoices to the using agency with supporting documentation evidencing that work or goods for which payment is sought has been satisfactorily completed or delivered. For commodity contracts, the invoice, together with the Bill of Lading, and/or other documentation to confirm shipment and receipt of contracted goods must be received by the using agency prior to payment. For contracts featuring services, invoices must reference the tasks or subtasks detailed in the Scope of Work section of the RFP and must be in strict accordance with the firm, fixed prices submitted for each task or subtask on the RFP pricing sheets. When applicable, invoices should reference the appropriate RFP price sheet line number from the contractor’s bid proposal. All invoices must be approved by the State Contract Manager or using agency before payment will be authorized;

C. In all time and materials contracts, the State Contract Manager or designee shall monitor and approve the hours of work and the work accomplished by contractor and shall document both the work and the approval. Payment shall not be made without such documentation. A form of timekeeping record that should be adapted as appropriate for the Scope of Work being performed can be found at [www.nj.gov/treasury/purchase/forms/Vendor_Timesheet.xls](http://www.nj.gov/treasury/purchase/forms/Vendor_Timesheet.xls); and

D. The contractor shall provide, on a monthly and cumulative basis, a breakdown in accordance with the budget submitted, of all monies paid to any small business, minority or woman-owned subcontractor(s). This breakdown shall be sent to the Chief of Operations, Division of Revenue, P.O. Box 628, Trenton, NJ 08646.

6.4 OPTIONAL PAYMENT METHOD: P-CARD
The State offers contractors the opportunity to be paid through the MasterCard procurement card (p-card). A contractor’s acceptance and a State agency’s use of the p-card are optional. P-card transactions do not require the submission of a contractor invoice; purchasing transactions using the p-card will usually result in payment to a contractor in three (3) days. A contractor should take note that there will be a transaction-processing fee for each p-card transaction. To participate, a contractor must be capable of accepting the MasterCard. Additional information can be obtained from banks or merchant service companies.

6.5 NEW JERSEY PROMPT PAYMENT ACT
The New Jersey Prompt Payment Act, N.J.S.A. 52:32-32 et seq., requires state agencies to pay for goods and services within 60 days of the agency’s receipt of a properly executed State Payment Voucher or within 60 days of receipt and acceptance of goods and services, whichever is later. Properly executed performance security, when required, must be received by the State prior to processing any payments for goods and services accepted by state agencies. Interest will be paid on delinquent accounts at a rate established by the State Treasurer. Interest shall not be paid until it exceeds $5.00 per properly executed invoice.

Cash discounts and other payment terms included as part of the original agreement are not affected by the Prompt Payment Act.

6.6 AVAILABILITY OF FUNDS
The State’s obligation to make payment under this contract is contingent upon the availability of appropriated funds and receipt of revenues from which payment for contract purposes can be made. No legal liability on the part of the State for payment of any money shall arise unless and until funds are appropriated each fiscal year to the using agency by the State Legislature and made available through receipt of revenue.
7. TERMS RELATING TO ALL CONTRACTS FUNDED, IN WHOLE OR IN PART, BY FEDERAL FUNDS
The provisions set forth in this Section of the Standard Terms and Conditions apply to all contracts funded, in whole or in part, by Federal funds as required by 2 CFR 200.317.

7.1 CONTRACTING WITH SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS
Pursuant to 2 CFR 200.321, the State must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible. Accordingly, if subawards are to be made the Contractor shall:

1. Include qualified small and minority businesses and women’s business enterprises on solicitation lists;
2. Assure that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
3. Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
4. Establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises; and,
5. Use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

7.2 DOMESTIC PREFERENCE FOR PROCUREMENTS
Pursuant to 2 CFR 200.322, where appropriate, the State has a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). If subawards are to be made the Contractor shall include a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). For purposes of this section:

1. “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
2. “Manufactured products” means items and construction materials composed in whole or in part of nonferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

7.3 PROCUREMENT OF RECOVERED MATERIALS
Where applicable, in the performance of contract, pursuant to 2 CFR 200.323, the contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

To the extent that the scope of work or specifications in the contract requires the contractor to provide recovered materials the scope of work or specifications are modified to require that as follows.

1. 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.

1. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines website, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.
2. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.”

7.4 EQUAL EMPLOYMENT OPPORTUNITY


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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the
administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

7.5 DAVIS-BACON ACT, 40 U.S.C. 3141-3148, AS AMENDED
When required by Federal program legislation, all prime construction contracts in excess of $2,000 shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40
U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.

7.6 COPELAND ANTI-KICKBACK 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").


b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the clauses above may be grounds for termination of the OGS centralized contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

7.7 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708
Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5).

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

3. Withholding for unpaid wages and liquidated damages. The unauthorized user shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor
shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

7.8 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT
If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Where applicable, Contract and subgrants of amounts in excess of $150,000, must comply with the following:

Clean Air Act
1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act
1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the Division of Purchase and Property and understands and agrees that the Division of Purchase and Property will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

7.10 DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)
1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by the State or authorized user. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State or authorized user, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
7.11  BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352
Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
EXHIBIT A

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)
N.J.A.C. 17:27 et seq.

GOODS, GENERAL SERVICE AND PROFESSIONAL SERVICES CONTRACTS

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

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

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

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

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

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

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

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.
In conforming with the targeted employment goals, the contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

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

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

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

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)
N.J.A.C. 17:27-1.1 et seq.

CONSTRUCTION CONTRACTS

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

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

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

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

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

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

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Dept. of LWD, Construction EEO Monitoring Program is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:
(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.

(B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:

(1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

   (i) The contractor or subcontractor shall interview the referred minority or women worker.

   (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith
determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(iii) The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.

(iv) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Dept. of LWD, Construction EEO Monitoring Program.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the targeted county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

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

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

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to N.J.A.C. 17:27-1.1 et seq.
EXECUTIVE ORDER NO. 151 REQUIREMENTS

It is the policy of the Division of Purchase and Property that its contracts should create a workforce that reflects the diversity of the State of New Jersey. Therefore, contractors engaged by the Division of Purchase and Property to perform under a construction contract shall put forth a good faith effort to engage in recruitment and employment practices that further the goal of fostering equal opportunities to minorities and women.

The contractor must demonstrate to the Division of Purchase and Property’s satisfaction that a good faith effort was made to ensure that minorities and women have been afforded equal opportunity to gain employment under the Division of Purchase and Property’s contract with the contractor. Payment may be withheld from a contractor’s contract for failure to comply with these provisions.

Evidence of a “good faith effort” includes, but is not limited to:

1. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at http://NJ.gov/JobCentralNJ;
2. The Contractor shall keep specific records of its efforts, including records of all individuals interviewed and hired, including the specific numbers of minorities and women;
3. The Contractor shall actively solicit and shall provide the Division of Purchase and Property with proof of solicitations for employment, including but not limited to advertisements in general circulation media, professional service publications and electronic media; and
4. The Contractor shall provide evidence of efforts described at 2 above to the Division of Purchase and Property no less frequently than once every 12 months.
5. The Contractor shall comply with the requirements set forth at N.J.A.C. 17:27.

This language is in addition to and does not replace good faith efforts requirements for construction contracts required by N.J.A.C. 17:27-3.6, 3.7 and 3.8, also known as Exhibit B.
Integrity Oversight Monitor Guidelines

August 2020

STATE OF NEW JERSEY
COVID-19 COMPLIANCE AND OVERSIGHT TASKFORCE
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The State of New Jersey COVID-19 Compliance and Oversight Taskforce is composed of the following members or their designees:

- Kevin D. Walsh, Acting State Comptroller, Taskforce Chair
- Gurbir S. Grewal, Attorney General
- Elizabeth Maher Muoio, State Treasurer
- Daniel Kelly, Executive Director, Governor’s Disaster Recovery Office
- William Viqueira, Accountability Officer, NJ Transit
- Amanda Schultz, Accountability Officer, Department of Education
- Catherine Schafer, Accountability Officer, Department of Children and Families
Introduction

On July 17, 2020, Governor Murphy signed Executive Order 166 (“EO 166”), which, among other things, established the COVID-19 Compliance and Oversight Taskforce (the “Taskforce”). The purpose of the Taskforce is to advise State departments, agencies, and independent authorities that receive or administer COVID-19 recovery funds (“Recovery Program Participants”) regarding compliance with federal and State law and how to mitigate the risks of waste, fraud, and abuse. As defined in EO 166, “COVID-19 Recovery Funds” are funds provided through the CARES Act, to state and local governments, and non-government sources to support New Jersey’s residents, businesses, non-profit organizations, government agencies, and other entities responding to or recovering from the COVID-19 pandemic.

Pursuant to EO 166, the Taskforce is responsible for issuing guidelines regarding the appointment and responsibilities of COVID-19 Oversight Integrity Monitors (“Integrity Monitors”). Recovery Program Participants may retain and appoint Integrity Monitors to oversee the disbursement of COVID-19 Recovery Funds and the administration of a COVID-19 Recovery Program. They are intended to serve as an important part of the state’s accountability infrastructure while working with Recovery Program Participants in developing measures to prevent, detect, and remediate inefficiency and malfeasance in the expenditure of COVID-19 Recovery Funds.
EO 166 requires Recovery Program Participants to identify a central point of contact (an “Accountability Officer”) for tracking COVID-19 funds within each agency or authority. The Accountability Officer is responsible for working with and serving as a direct point of contact for the Governor’s Disaster Recovery Office (GDRO) and the Taskforce. Accountability Officers should also ensure appropriate reviews are performed to assess risks and evaluate whether an Integrity Monitor can assist in reducing or eliminating risk to ensure the public that state and federal funds were used efficiently, fairly, and prudently.

Recovery Program Participants and Integrity Monitors should be focused on the common goal of maximizing the value of COVID-19 Recovery Funding by ensuring that every dollar is spent efficiently and properly. Integrity Monitors can add value to a program by assisting in implementing the fiscal controls necessary to maintain proper documentation, flagging potential issues in real time, maximizing reimbursements, sharing information with and responding to inquiries from the GDRO and Office of State Comptroller (OSC), and reporting to those offices, the Treasurer, the Attorney General, and legislative leadership.

Recovery Program Participants, Accountability Officers and Integrity Monitors should work together to fulfill the goals of EO 166 and these guidelines. The retention of Integrity Monitors will support monitoring and oversight that will ensure that Recovery Program Participants administer COVID-19 recovery funds in compliance with program, financial, and administrative requirements set forth in the federal-state grant agreement, the state-Recovery Program Participant sub-grant agreement, and applicable federal and state laws, regulations, and guidelines. Additionally, these guidelines will assist the State in fulfilling its monitoring responsibilities as set forth in 2 CFR 200 Subpart D. This may involve routine desk reviews and, when appropriate, on-site reviews by an Integrity Monitor. Recovery Program Participants that do not retain an Integrity Monitor will comply with these requirements, in coordination with the GDRO, as addressed in the Compliance Plan adopted by the Taskforce.
CONDITIONS FOR OVERSIGHT MONITORS

A Recovery Program Participant should evaluate whether it should retain an Integrity Monitor in accordance with these guidelines using the following standards.

For Recovery Program Participants that have received or will administer a total of up to $20 million in COVID-19 Recovery Funds: The Recovery Program Participant’s Accountability Officer shall conduct a risk assessment taking into account both the likelihood and severity of risk in the participant’s program(s) and consult with the GDRO regarding whether an Integrity Monitor is necessary to reduce or eliminate risk in view of the agency’s or authority’s existing resources, staffing, expertise or capacity. The availability of federal funds should be considered in evaluating whether to retain an Integrity Monitor. In an appropriate circumstance, a Recovery Program Participant may request or may be directed by the GDRO to retain an Integrity Monitor using non-federal funds.

For Recovery Program Participants that have received or will administer a total of $20 million or more in COVID-19 Recovery Funds: A Recovery Program Participant that has received this amount of funding should retain at least one Integrity Monitor, subject to federal funding being available. Multiple Integrity Monitors should be retained if one monitor is not adequate to oversee multiple programs being implemented by the agency or authority as determined in consultation with the GDRO.

In an appropriate circumstance, a Recovery Program Participant may request or may be directed by the GDRO to retain an Integrity Monitor using non-federal funds.
**Risk Assessment**

As noted above, not all Recovery Program Participants within the up to $20 million range should retain an Integrity Monitor. A Recovery Program Participant’s Accountability Officer, in consultation with the GDRO, should assess the risk to public funds, the availability of federal funds to pay for the Integrity Monitor, the entity’s current operations and whether internal controls alone are adequate to mitigate or eliminate risk in determining whether the use of an Integrity Monitor is necessary.

An Accountability Officer will conduct an initial review of the Recovery Program Participant’s programs, procedures and processes, and assess the organizational risk and the entity’s risk tolerance. The risk assessment should include a review of the agency’s ability to comply with CARES Act or other federal statutory and regulatory requirements as well as applicable state laws and regulations, including with regard to reporting, monitoring, and oversight, and a review of the agency’s susceptibility to waste, fraud, and abuse.

An Accountability Officer conducting a risk assessment should complete and memorialize the assessment using the matrix attached to this document. The risk assessment should be shared with the GDRO and OSC. Some of the specific factors an Accountability Officer should consider when assessing risk for a Recovery Program Participant within the up to $20 million range include:

- Organizational leadership, capacity, expertise, and experience managing and accounting for federal grant funds in general, and disaster recovery funds in particular;

- Input from the individuals/units that will be disbursing funds or administering the program;

- Review of existing internal controls and any identified weaknesses;

- Prior audits and audit findings from state or federal oversight entities;

- Lessons learned from prior disasters;

- Sub-recipient internal control weaknesses, if applicable;

- Adequacy of financial, acquisition, and grants management policies and procedures, including technological capacity and potentially outdated financial management systems;

- Barriers to reporting;

- Experience with state and federal procurement processes, value of anticipated procurements, and reliance on contractors to meet program goals and objectives;

- Potential conflicts of interests and ethics compliance;

- Amount of funds being disbursed to a particular category of sub-recipient and the complexity of its project(s); and

- Whether federal or state guidelines provide guidance regarding the uses of funds (i.e., discretionary vs. restrictive).

The Accountability Officer should determine the organization’s risk tolerance as to all recovery programs jointly and as to individual
programs, recognizing that Integrity Monitors may be appropriate for some programs and not others within an agency or authority. If the risk exceeds an acceptable level of risk tolerance, the Accountability Officer should engage an Integrity Monitor.

An important element in the risk assessment is documentation of the process and results. This is critical to ensuring the extent of monitoring and oversight. The overall level of risk should dictate the frequency and depth of monitoring practices, including how to mitigate identified risks by, for example, providing training and technical assistance or increasing the frequency of on-site reviews. In some cases, monitoring efforts may lead an Accountability Officer or the GDRO to impose additional special conditions on the Recovery Program Participant. Depending on the kind of work the sub-recipient performs, it may be appropriate to reevaluate frequently, including quarterly, to account for changes in the organization or the nature of its activities. See 2 CFR Section 200.207 in the uniform guidance for examples; GAO Report: A Framework for Managing Fraud Risk in Federal Programs (2015).

If the Accountability Officer or the GDRO determines that an Integrity Monitor should be retained for a Recovery Program Participant that is receiving or administering federal funds up to $20 million, the Accountability Officer and GDRO should assess whether federal or other funding exists to pay the costs associated with the Integrity Monitor’s services. Some federal programs have caps on the amount of funding that can be used for oversight and administrative expenses.
Establishing the Pool of Integrity Monitors

The New Jersey Department of the Treasury, Division of Administration (Treasury) will designate a department employee to act as the State Contract Manager for purposes of administering the overarching state contract for Integrity Monitoring Services. The State Contract Manager will establish one pool of qualified integrity monitors for engagement by eligible Recovery Program Participants. Treasury will issue a bid solicitation for technical and price quotations from interested qualified firms that can provide the following services: (1) Program and Process Management Auditing; (2) Financial Auditing and Grant Management; and (3) Integrity Monitoring/Anti-Fraud services.

The specific services Integrity Monitors provide vary and will depend on the nature of the programs administered by the Recovery Program Participant. The pool of Integrity Monitors should include professionals available to perform one or more of the following services:

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<td>Development of processes, controls and technologies to support the execution of CARES Act funded programs and other federal programs, e.g. FEMA.</td>
<td>Comprehensive understanding of the relevant grant programs and criteria.</td>
<td>Forensic accounting and other specialty accounting services.</td>
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<td>Review and improvement of procedures addressing financial management.</td>
<td>Streamlining of grant management and fiscal management processes to ensure accountability of funds and compliance with program regulations.</td>
<td>Continuing risk assessments and loss prevention strategies.</td>
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<td>Workload analysis; skills gap analysis, organizational effectiveness and workforce recruiting strategies.</td>
<td>Monitoring all grant management, accounting, budget management, and other business office functions.</td>
<td>Performance and program monitoring and promotion of best practices.</td>
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<td>Consulting services to support account reconciliations.</td>
<td>Providing training for staff in the area of detection and prevention of waste, fraud, and abuse.</td>
<td>Prevention, detection and investigation of fraud and misconduct</td>
</tr>
<tr>
<td>Quality assurance reviews and assessments associated with the payments process to ensure compliance with federal and state regulations.</td>
<td>Ensuring compliance with all applicable federal and state accounting and financial reporting requirements.</td>
<td>Implement and manage appropriate compliance systems and controls, as required by federal, state and local law.</td>
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<tr>
<td>Risk analysis and identifications of options for risk management.</td>
<td></td>
<td>Provide data management systems/programs for the purpose of collecting, conducting and reporting required compliance and anti-fraud analytics.</td>
</tr>
<tr>
<td>Subject Matter Expert knowledge of required standards for related monitoring and financial standards.</td>
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</tbody>
</table>
PROCEDURES FOR REQUESTING AND PROCURING AN INTEGRITY MONITOR

To retain an Integrity Monitor, a Recovery Program Participant should proceed as follows:

- A Recovery Program Participant shall designate an agency employee to act as the contract manager for an Integrity Monitor engagement (Agency Contract Manager), which may be the Accountability Officer. The Agency Contract Manager should notify the State Contract Manager, on a form prescribed by Treasury, along with any required supporting documentation, of its request for an Integrity Monitor. The Agency Contract Manager should indicate which Integrity Monitoring services are required.

- The Agency Contract Manager will develop an Engagement Query on an individual basis.

- The Engagement Query will include a detailed scope of work; specific performance milestones, timelines, and standards and deliverables.

- The Agency Contract Manager, in consultation with the Office of the Attorney General, Division of Law, will structure a liquidated damages provision for the failure to meet any required milestones, timelines, or standards or deliverables, as appropriate.

- The Agency Contract Manager will submit its Engagement Query to the State Contract Manager. Upon approval by the State Contract Manager, but prior to the solicitation of any services, the Engagement Query shall be sent to OSC for approval pursuant to EO 166. After receiving approval from OSC, the State Contract Manager will send the Engagement Query to all eligible Integrity Monitors within the pool in order to provide a level playing field.

- Interested, eligible Integrity Monitors will respond to the Engagement Query within the timeframe designated by the State Contract Manager, with a detailed proposal that includes a detailed budget, timelines, and plan to perform the scope of work and other requirements of the Engagement Query. Integrity Monitors shall also identify any potential conflicts of interest.

- The State Contract Manager will forward to the Agency Contract Manager all proposals received in response to the Engagement Query. The Agency Contract Manager will review the proposals and select the Integrity Monitor whose proposal represents the best value, price and other factors considered. The Agency Contract Manager will memorialize in writing the justification for selecting an Integrity Monitor(s).

- Prior to finalizing any engagement under this contract, the Agency Contract Manager, in consultation with the Accountability Officer, will independently determine whether the intended Integrity Monitor has any potential conflicts with the engagement.

- The State Contract Manager, on behalf of the Recovery Program Participant, will then issue a Letter of Engagement with a “Not to Exceed” clause to the engaged Integrity Monitor and work with the Agency Contract Manager to begin the issuance of Task Orders.
**Integrity Monitor Requirements**

**A. Independence**

The process by which Integrity Monitors are retained and the manner in which they perform their tasks in accordance with these guidelines are intended to provide independence as they monitor and report on the disbursement of COVID-19 Recovery Funds and the administration of a COVID-19 Recovery Program by a Recovery Program Participant. Although the Integrity Monitor and the Recovery Program Participant should share common goals, the Integrity Monitor should function as an independent party and should conduct its review as an outside auditor/reviewer would.

An Integrity Monitor for a particular agency should have no individual or company affiliation with the agency that would prevent it from performing its oversight as an independent third party. Integrity Monitors and Recovery Program Participants must be mindful of applicable conflicts of interest laws, including but not limited to, N.J.S.A. 52:13D-12 to -28, Executive Order 189 (Kean, 1988) and requirements set forth in the Uniform Grant Guidance, among others.

**B. Communication**

Integrity Monitors should maintain open and frequent communication with the Recovery Program Participant that has retained its services. The purpose of communicating in this manner is to make the Recovery Program Participant aware of issues that can be addressed during the administration of a program and prior to future disbursement of funds by the Participant. Therefore, Integrity Monitors should not wait until reports are issued to notify a Participant’s Accountability Officer of deficiencies. This will enable the Recovery Program Participant to take action to correct any deficiencies before additional funds are expended. Substantial deficiencies should also be reported in real time to the GDRO, the State Comptroller, and the State Treasurer.

Prior to the posting of an Integrity Monitor report that contains findings of waste, fraud, or abuse, the Recovery Program Participant should be permitted to respond to the findings and have that response included in the publicly posted report. This will allow the Recovery Program Participant to highlight any course corrections as a result of the finding or to contest any finding that it feels is inappropriate. A Recovery Program Participant’s response is due within 15 business days after receipt of an Integrity Monitor report.

Integrity Monitors must respond promptly to any inquiries posed by the GDRO, State Comptroller, State Treasurer, and Agency Contract Manager pursuant to EO 166.

**C. General Tasks of Integrity Monitors**

The tasks of an Integrity Monitor may vary based on the agency/program the Monitor is overseeing. Generally, the role of Integrity Monitors is to ensure that Recovery Program Participants are performing according to the sub-award agreement and applicable federal and State regulations and guidelines with the intent to safeguard
COVID-19 Recovery Funds through the following tasks:

- Perform initial and ongoing risk assessments;
- Evaluate project performance;
- Evaluate internal controls associated with the Recovery Program Participant’s financial management, cash management, acquisition management, property management, and records management capabilities;
- Validate compliance with sub-grant award and general term and special conditions;
- Review written documents, such as quarterly financial and performance reports, recent audit results, documented communications with the State, prior monitoring reports, pertinent performance data, and other documents or reports, as appropriate;
- Conduct interviews of Recovery Program Participant staff, as well as the constituents they serve, to determine whether program objectives are being met in an efficient, effective, and economical manner;
- Sample eligibility determinations and denials of applications for funding;
- Review specific files to become familiar with the progression of the disbursement of funds in a particular program, i.e., are actual expenditures consistent with planned expenditure and is the full scope of services listed in the project work plan being accomplished at the same rate of actual and planned expenditures;
- Ensure that the agency is retaining appropriate documentation, based on federal and state regulations and guidance, to support fund disbursement;
- Follow up with questions regarding specific funding decisions, and review decisions related to emergency situations;
- Facilitate the exchange of ideas and promote operational efficiency;
- Identify present and future needs; and
- Promote cooperation and communication among Integrity Monitors engaged by other Recovery Program Participants (e.g., to guard against duplication of benefits).

Integrity Monitors should generally perform desk reviews to evaluate the need for on-site visits or monitoring. Depending on the results of the desk review, coupled with the conclusions reached during any risk assessments that may have been conducted of the sub-recipient’s capabilities, the Monitor should evaluate whether an on-site monitoring visit is appropriate. If the Monitor is satisfied that essential project goals, objectives, timelines, budgets, and other related program and financial criteria are being met, then the Monitor should document the steps taken to reach this conclusion and dispense with an on-site monitoring visit. However, the Integrity Monitor may choose to perform on-site monitoring visits as a result of any of the following:

- Non-compliance with reporting requirements;
- Problems identified in quarterly progress or
financial reports;

- History of unsatisfactory performance;

- Unresponsiveness to requests for information;

- High-risk designation;

- Follow-up on prior audits or monitoring findings; and

- Allegations of misuse of funds or receipt of complaints.

D. Reporting Requirements

1. Reports

Pursuant to EO 166, Integrity Monitors shall submit draft quarterly reports to the Recovery Program Participant on the last day of the quarter detailing the specific services rendered during that quarter and any findings of waste, fraud, or abuse. Prior to the posting of an Integrity Monitor report that contains findings of waste, fraud, or abuse, the Recovery Program Participant should be permitted to respond to the findings and have that response included in the publicly posted report. This will allow the Recovery Program Participant to highlight any course corrections as a result of the finding or to contest any finding that it contends is inappropriate. A Recovery Program Participant’s response is due within 15 business days after receipt of an Integrity Monitor report.

Fifteen business days after quarter-end, Integrity Monitors will deliver their final quarterly reports, inclusive of any comments from the Recovery Program Participant, to the State Treasurer, who shall share the reports with the GDRO, the Senate President, the Speaker of the General Assembly, the Attorney General, and the State Comptroller. The Integrity Monitor quarterly reports will be posted on the GDRO transparency website pursuant to the Executive Order.

The specific areas covered by a report will vary based on the program being reviewed, the manner and use of the funds, procurement of goods and services, type of disbursements to be issued, and specific COVID-19 Recovery Fund requirements. The topics covered by the report should include the information included in the Uniform Template. See attached Uniform Template to be used by all Integrity Monitors for reports.

2. Additional Reports

EO 166 directs OSC to oversee the work of Integrity Monitors and to submit inquiries to them to which Integrity Monitors must reply promptly. OSC may request Integrity Monitors to issue reports or prepare memoranda that will assist OSC in evaluating whether there is waste, fraud, or abuse in recovery programs administered by Recovery Plan Participants.

The State Comptroller may also request Integrity Monitors to share corrective action plans prepared by Recovery Plan Participants to address reported deficiencies and to evaluate whether those corrective plans have been successfully implemented.

GDRO and the State Treasurer may also
request reports from Integrity Monitors to which Integrity Monitors must reply promptly.

3. Reports of Waste, Fraud, Abuse or Potential Criminal Conduct

Issues of waste, fraud, abuse, and misuse of COVID-19 Recovery Funds are to be immediately reported simultaneously to the GDRO, OSC, State Treasurer, and the Agency Contract Manager and Accountability Officer of a Recovery Program Participant.

Potential criminal conduct is to be reported immediately to the Office of the Attorney General.
**Integrity Monitor Management and Oversight**

Agency Contract Managers have a duty to ensure that Integrity Monitors perform the necessary work, and do so while remaining on task, and on budget. Agency Contract Managers shall adhere to the requirements of Treasury Circular 14-08-DPP in their management and administration of the contract. The Agency Contract Manager will be responsible for monitoring contract deliverables and performing the contract management tasks identified in the circular, which include but are not limited to:

- Developing a budget and a plan to manage the contract. In developing a budget, the Agency Contract Manager should consider any caps on the amount of federal funding that can be used for oversight and administrative expenses and ensure that the total costs for Integrity Monitoring services are reasonable in relation to the total amount of program funds being administered by the Recovery Program Participant;

- Daily management of the contract, including monitoring and administering the contract for the Recovery Program Participant;

- Communicating with the Integrity Monitor and responding to requests for meetings, information or documents on a timely basis;

- Resolving issues with the Integrity Monitor in accordance with contract terms;

- Ensuring that all tasks, services, products, quality of deliverables and timeliness of services and deliverables are satisfied within contract requirements;

- Reviewing Integrity Monitor billing and ensuring that Integrity Monitors are paid only for services rendered;

- Attempting to recover any and all over-billings from the Integrity Monitor; and

- Coordinating with the State Contract Manager regarding any scope changes, compensation changes, the imposition of liquidated damages, or use of formal dispute processes.

In addition to these oversight and administration functions, the Agency Contract Manager must ensure open communication with the Accountability Officer, the Recovery Program Participant leadership, the GDRO, and OSC. The Agency Contract Manager should respond to inquiries and requests for documents from the GDRO and OSC as requested.
**Integrity Monitor Report Template**

Name:

Engagement:

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<td>Expected Contract End Date/Time Period</td>
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<p>| B.  | Monitoring Activities                                      |          |          |
| 13  | If FEMA funded, brief description of the status of the project worksheet and its support. |          |          |</p>
<table>
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<th>Quarterly Activities/Project Description (include with specificity activities conducted, such as meetings, document review, staff training, etc)</th>
</tr>
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<td>Brief description to confirm appropriate data/information has been provided by recipient and what activities have been taken to review in relation to the project/contract/program.</td>
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<td>Description of quarterly auditing activities that have been conducted to ensure procurement compliance with terms and conditions of the contracts and agreements.</td>
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<td>Description of quarterly activity to prevent and detect waste, fraud, and abuse.</td>
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<td>Provide details of any actions taken to remediate waste, fraud and abuse noted in past quarters.</td>
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<td>C.</td>
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</tr>
<tr>
<td>22</td>
<td>Attach a list of hours (by employee) and expenses incurred to perform your quarterly integrity monitoring review.</td>
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<td>Add any item, issue or comment not covered in previous sections but deemed pertinent to monitoring program.</td>
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Name of Integrity Monitor:

Signature:

Date:

Name of Report Preparer:
**Risk Matrix**

Agency/Authority:

Program:

Funding Source:

Recipient or Subrecipient:

Completed by:

Date:

<table>
<thead>
<tr>
<th>Risk Inquiry Areas</th>
<th>Rating Element</th>
<th>Summary Assessment/Description of Risks Identified</th>
<th>Risk Level (Low, Medium, High)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Inquiry 1</td>
<td></td>
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<tr>
<td>Organizational leadership, capacity, expertise, and experience managing and accounting for federal grant funds in general, and disaster recovery funds in particular.</td>
<td>Assess your agency’s experience and staffing capacity to manage and account for federal grant funds and/or disaster recovery funds. Considerations include: your agency’s organizational structure, supervisory roles, delegation of authority, line level staffing capacities, experience at all levels, and responsibilities and relations within and between different divisions or offices within your agency. Does your agency have a monitoring and oversight plan to assess your continued performance and compliance with the CARES fund requirements, federal and state laws and regulations? Does that plan include an assessment of internal controls, review of risks, threats and prevention and detection of fraud, waste, and abuse? How will your agency address risk areas and the need for corrective action?</td>
<td></td>
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<tr>
<td>Inquiry 2</td>
<td>How will your agency plan for the use of the CARES funds? Does your plan include considerations for federal and state requirements and eligible uses of the funds? Does your plan establish adequate funding and staffing requirements for administering the funds? Is your plan consistent with your statutory mission and the CARES fund objectives? Does your plan include or contemplate the inclusion of input from line staff that are administering the program?</td>
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<tr>
<td>Inquiry 3</td>
<td>Has your agency reviewed its internal controls to ensure that policies and procedures are in place to satisfy the CARES fund requirements, federal and state laws and regulations? Are your agency policies and procedures adequate? Are they updated for all relevant processes required for the administration of the CARES funds? Does your agency have a monitoring and oversight plan to assess your continued performance and compliance with the CARES fund requirements, federal and state laws and regulations? Does that plan include an assessment of internal controls, review of risks, threats and prevention and detection of fraud, waste, and abuse? How will your agency address risk areas and the need for corrective action?</td>
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<tr>
<td>Inquiry 4</td>
<td>Has your agency been audited in the past? Have you considered and addressed any prior audit findings and recommendations that may be applicable to your success in overseeing COVID stimulus funding?</td>
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<tr>
<td>Inquiry 5</td>
<td>Has your agency been audited after a previous disaster? Have you considered and addressed any findings and recommendations from such audit(s)?</td>
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<tr>
<td>Inquiry 6</td>
<td>Sub-recipient internal control weaknesses, if applicable.</td>
<td>If your agency is overseeing sub-recipients, have the sub-recipients been the subject of prior negative audit findings and recommendations that could impact oversight? How will your agency ensure that sub-recipients adhere to all requirements relating to their receipt of funds, including their use of funds and the reports they will be required to submit documenting their use of such funds?</td>
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<td>Inquiry 7</td>
<td>Adequacy of financial, acquisition, and grants management policies and procedures, including technological capacity and potentially outdated financial management systems.</td>
<td>When is the last time there was an assessment of financial, acquisition, and grants management policies and procedures? Is technological capacity an issue? Are the financial management systems adequate or outdated? Have the systems been updated or can they be updated to function adequately for the administration of the CARES funds?</td>
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<tr>
<td>Inquiry 8</td>
<td>Barriers to reporting.</td>
<td>Does your agency have, or intend to develop, templates/forms or other documentation to report the results of the funding awards, including how your agency will respond to oversight bodies seeking to ascertain who received funds, the amount of funds, and the date funds were distributed?</td>
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<tr>
<td>Inquiry 9</td>
<td>Experience with state and federal procurement processes, value of anticipated procurements, and reliance on contractors to meet program goals and objectives.</td>
<td>Assess and evaluate your agency’s procurement processes and experience with state and federal procurement requirements. Do you have a trained and qualified contract manager assigned to the contract? Do your contracts contain provisions to ensure that contracted vendors provide all necessary reports in the form/manner prescribed by contract? Have your contract templates been reviewed and checked for necessary state and federal contract language? If emergency contracts have been entered into, how do you plan to transition after the urgent need has ended? Do you have plans to conduct a cost analysis?</td>
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<td>Inquiry 10</td>
<td>Potential conflicts of interests and ethics compliance.</td>
<td>Evaluate the means used to ensure that there is adequate separation of duties surrounding program funding requests and determinations. Does your agency have a code of conduct or policy describing measures to guard against potential conflicts of interest?</td>
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<td>Inquiry 11</td>
<td>Amount of funds being disbursed to a particular category of sub-recipient and the complexity of its project(s).</td>
<td>Evaluate the guidance, policies and procedures, or other documents that are being used to ensure that your agency properly oversees the sub-recipients’ use of funds, including those relating to internal recordkeeping, monitoring, and sub-recipient reporting. Does your agency have a plan to monitor sub-recipients’ compliance with program requirements and those outlined in Uniform Grant Guidance 2 C.F.R. 200.331 (Requirements for pass through entities)? Does that plan assess risk of sub-recipients? Does that plan include training and training documents? Have you prepared templates or other reporting forms that you will be providing to sub-recipients? Has your agency developed a plan to address sub-recipient noncompliance?</td>
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<td>Inquiry 12</td>
<td>Whether federal or state guidelines provide guidance regarding the uses of funds (i.e., discretionary vs. restrictive).</td>
<td>Evaluate how eligibility determinations will be made? Does your agency have written guidance or policies and procedures that provide direction in making and documenting eligibility determinations? Is the completeness and accuracy of information used in eligibility determinations verified? If so, how? By whom? Is there supervisory review and approval in this process?</td>
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Note: This risk assessment tool may not include all relevant risk factors for your particular agency. Each agency should undertake a review to determine whether any additional risk areas should be reviewed, should identify those areas here, and should analyze them in accordance with the format of this tool.
State of New Jersey, COVID-19
Compliance and Oversight Taskforce
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Signature:                                      Signature:
Date:                                           Date:

C. Miscellaneous

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Signature:                                      Signature:
Date:                                           Date:
REVISED PRICE SCHEDULE

Integrity Oversight Monitoring: Program and Performance Monitoring, Financial Monitoring and Grant Management and Anti-Fraud Monitoring for COVID-19 Recovery Funds and Programs

Refer to RFQ Section 3.0 (Scope of Work) for task requirements and deliverables and Section 4.1.4.1 (State-Supplied Price Sheet Instructions) for additional information regarding this Price Schedule.

Bidder’s Name: __________________________________________

CATEGORY 1: PROGRAM AND PROCESS MANAGEMENT AUDITING

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<tr>
<th>LINE #</th>
<th>STAFF CLASSIFICATIONS</th>
<th>YEAR 1 HOURLY RATE</th>
<th>YEAR 2 HOURLY RATE</th>
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<tr>
<td>1</td>
<td>Partner/Principal/Director</td>
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<td>2</td>
<td>Program Manager</td>
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<td>3</td>
<td>Project Manager</td>
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<td>4</td>
<td>Supervisory/Senior Consultant</td>
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<td>5</td>
<td>Consultant</td>
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<td>6</td>
<td>Associate/Staff</td>
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<td>7</td>
<td>Subject Matter Expert</td>
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<td>8</td>
<td>Administrative Support</td>
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<tr>
<th>LINE #</th>
<th>Pass through Price Lines</th>
<th>YEAR 1</th>
<th>YEAR 2</th>
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<tbody>
<tr>
<td>9</td>
<td>Other Direct Costs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Travel Expenses and Reimbursements</td>
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</tbody>
</table>

- The State makes no guarantee of volume of work effort.
- The Pass-Through Price Lines shall be used to reimburse for Travel and Other Direct Costs in accordance with the terms of the Contractor’s GSA Schedule(s) only. No markup will be provided for Price Lines 9 and 10.
CATEGORIES 2: FINANCIAL AUDITING AND GRANT MANAGEMENT

<table>
<thead>
<tr>
<th>LINE #</th>
<th>STAFF CLASSIFICATIONS</th>
<th>YEAR 1 HOURLY RATE</th>
<th>YEAR 2 HOURLY RATE</th>
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<tr>
<td>11</td>
<td>Partner/Principal/Director</td>
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<td>12</td>
<td>Program Manager</td>
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<td>13</td>
<td>Project Manager</td>
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<td>14</td>
<td>Supervisory/Senior Consultant</td>
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<td>16</td>
<td>Associate/Staff</td>
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<td>17</td>
<td>Subject Matter Expert</td>
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<td>18</td>
<td>Administrative Support</td>
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<th>LINE #</th>
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<tbody>
<tr>
<td>19</td>
<td>Other Direct Costs</td>
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<tr>
<td>20</td>
<td>Travel Expenses and Reimbursements</td>
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- The State makes no guarantee of volume of work effort.
- The Pass-Through Price Lines shall be used to reimburse for Travel and Other Direct Costs in accordance with the terms of the Contractor’s GSA Schedule(s) only. No mark-up will be provided for Price Lines 19 and 20.
**CATEGORY 3: INTEGRITY MONITORING/ANTI-FRAUD**

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<tr>
<th>LINE #</th>
<th>STAFF CLASSIFICATIONS</th>
<th>YEAR 1 HOURLY RATE</th>
<th>YEAR 2 HOURLY RATE</th>
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<td>21</td>
<td>Partner/Principal/Director</td>
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<td>22</td>
<td>Program Manager</td>
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<td>23</td>
<td>Project Manager</td>
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<td>24</td>
<td>Supervisory/Senior Consultant</td>
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<td>25</td>
<td>Consultant</td>
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<td>26</td>
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<td>27</td>
<td>Subject Matter Expert</td>
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<tr>
<td>29</td>
<td>Other Direct Costs</td>
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<tr>
<td>30</td>
<td>Travel Expenses and Reimbursements</td>
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- The State makes no guarantee of volume of work effort.
- The Pass-Through Price Lines shall be used to reimburse for Travel and Other Direct Costs in accordance with the terms of the Contractor’s GSA Schedule(s) only. No markup will be provided for Price Lines 29 and 30.

The Contractor is responsible for providing personnel with all necessary equipment to perform the services required in any Engagement issued under this contract. That cost is to be factored into the hourly rate.
November 23, 2020

To: All Interested Bidders

Re: Change to Quote Due Date
RFQ1465257S
G4018 Integrity Oversight Monitoring: Program and Performance Monitoring, Financial Monitoring and Grant Management and Anti-Fraud Monitoring for COVID-19 Recovery Funds and Programs

Original Quote Submission Due Date: December 2, 2020 (2:00 p.m. Eastern Time)
REVISED Quote Submission Due Date: December 9, 2020 (2:00 p.m. Eastern Time)

RFQ Addenda #1

The following constitutes RFQ Addenda #1 to the above referenced RFQ:

- The Quote Submission Due Date has been changed from December 2, 2020 by 2:00 p.m. EST to December 9, 2020 by 2:00 p.m. EST.

It is the sole responsibility of the Bidder to be knowledgeable of all of the additions, deletions, clarifications, and modifications to the RFQ and/or the New Jersey Standard Terms and Conditions relative to this RFQ as set forth in all RFQ Addendum.

All other instructions, terms, and conditions of the RFQ shall remain the same.
December 03, 2020

To: All Interested Bidders

Re: Change to Quote Due Date
RFQ1465257S
G4018 Integrity Oversight Monitoring: Program and Performance Monitoring, Financial Monitoring and Grant Management and Anti-Fraud Monitoring for COVID-19 Recovery Funds and Programs

Current Quote Submission Due Date: December 9, 2020 (2:00 p.m. Eastern Time)
REVISED Quote Submission Due Date: December 18, 2020 (2:00 p.m. Eastern Time)

RFQ Addenda #2

The following constitutes RFQ Addenda #2 to the above referenced RFQ:

- The Quote Submission Due Date has been changed from December 9, 2020 by 2:00 p.m. EST to December 18, 2020 by 2:00 p.m. EST.

It is the sole responsibility of the Bidder to be knowledgeable of all of the additions, deletions, clarifications, and modifications to the RFQ and/or the New Jersey Standard Terms and Conditions relative to this RFQ as set forth in all RFQ Addendum.

All other instructions, terms, and conditions of the RFQ shall remain the same.
December 7, 2020

To: All Interested Bidders

Re: RFQ1465257S
G4018 Integrity Oversight Monitoring: Program and Performance Monitoring, Financial Monitoring and Grant Management and Anti-Fraud Monitoring for COVID-19 Recovery Funds and Programs

Current Quote Submission Due Date: December 18, 2020 (2:00 p.m. Eastern Time)

RFQ Addendum #3

The following constitutes RFQ Addendum #3 to the above referenced RFQ:

- Answers to electronic questions submitted during the electronic Question and Answer period;
- Please note that for all additions, deletions, clarifications, and modifications to the RFQ, please refer to the Revised RFQ entitled “G4018 IM Revised RFQ 12/07/2020;” and
- Please refer to the Revised Price Schedule entitled “G4018 Revised Price Schedule 12/07/2020.”

Revised/additional sections to the Bid Solicitation include:

- 3.4 Security Plan
- 4.2.9 Overview of Security Plan & Standards
- 5.13.1 Indemnification
- 5.14 Force Majeure Provision
- 9.0 State of NJ Standard Terms & Conditions

It is the sole responsibility of the Bidder to be knowledgeable of all of the additions, deletions, clarifications, and modifications to the RFQ and/or the New Jersey Standard Terms and Conditions relative to this RFQ as set forth in all Addendum.

All other instructions, terms, and conditions of the RFQ shall remain the same.

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**RFQ1465257S**  
**G4018 Integrity Oversight Monitoring: Program and Performance Monitoring, Financial Monitoring and Grant Management and Anti-Fraud Monitoring for COVID-19 Recovery Funds and Programs**

### Answers to Questions

Where applicable, each question references the appropriate RFQ section.

Note: Some questions have been paraphrased in the interest of readability and clarity.

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<tr>
<th>#</th>
<th>Bid Solicitation Section Reference</th>
<th>Question (Bolded) and Answer</th>
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</table>
| 1  | General                          | Is a vendor eligible to bid on the RFQ that was posted on the GSA site, since [the vendor] is already approved for the IM waiver?  
   |                                  | Yes. A vendor that is already approved for the IM waiver is eligible to bid on the current RFQ. |
| 2  | General                          | Bidder wants to confirm if the bid was still active, along with the submission process, as [Bidder was] a little unclear on the instructions. Is an electronic quote on GSA eBuy the preferred method of submission, or would you prefer if we mail a hard copy of the documents to the address provided on the bid page?  
   |                                  | The State confirms that the bid is still active on GSA. The preferred method of Quote submission is to send the Quote to the email address provided in the RFQ, mona.cartwright@treas.nj.gov, by 2:00 PM on the date listed on the cover sheet of the RFQ. Electronic Quote submissions will also be accepted on GSA eBuy. Please refer to the Revised RFQ, entitled “G4018 IM Revised RFQ 12/07/2020,” for more information. |
| 3  | General                          | Is [the vendor] allowed to respond to both RFQ’s – (RFQ1465257S/G4018/Integrity Oversight Monitoring of COVID-19 Recovery Funds and Programs _ NJ/State of NJLIST); and the previously responded to RFQ: Integrity Oversight Monitoring of Coronavirus Relief Funds?  
   |                                  | Yes. Please refer to the answer to Question 1. |
| 4  | General                          | Does Treasury intend to add all COVID-19 activities to the RFQ we previously responded to?  
<p>|                                  | No, the State does not intend to add all COVID-19 activities to the RFQ that Bidders may have previously responded to. This RFQ excludes Section 5001 of the CARES Act, whereas the RFQ for Integrity Oversight Monitoring: Program and Performance Monitoring, Financial Monitoring and Grant Management and Anti-Fraud Monitoring for Coronavirus Relief Funds pursuant to Section 5001 of the Coronavirus Aid, Relief, and Economic Security (CARES) Act COVID-19 Recovery Funds and Programs includes Section 5001 of the CARES Act. |
| 5  | General                          | On September 11th Treasury issued an RFQ for: Integrity Oversight Monitoring: Program and Performance Monitoring, Financial Monitoring and Grant Management and Anti-Fraud Monitoring for Coronavirus Relief Funds pursuant to Section 5001 of the Coronavirus Aid, Relief, and |</p>
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<tr>
<td></td>
<td>Economic Security (CARES) Act COVID-19 Recovery Funds and Programs with the intent to provide support services for the disbursement of Coronavirus Relief Funds pursuant to section 5001 of the Coronavirus Aid, Relief, and Economic Security (CARES) Act.</td>
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<td>This RFQ is for Federally-Based Contracts (Professional Services Schedule 1) for Integrity Oversight Monitoring: Program and Performance Monitoring, Financial Monitoring and Grant Management and Anti-Fraud Monitoring for COVID-19 Recovery Funds and Programs with the intent that the purpose “shall not include funds awarded to the State pursuant to Section 5001 of the Coronavirus Aid, Relief and Economic Security Act. Pub. L. 116-136”</td>
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<tr>
<td></td>
<td>A. Will the State please clarify if this procurement is being solicited under the GSA Professional Services Schedule?</td>
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<td>Yes. This procurement is being solicited under the GSA Professional Services Schedule under SINs 541611, 541211, and Ancillary SINs as defined by GSA eBuy. Please see the Revised RFQ entitled, “G4018 IM Revised RFQ 12/07/2020.”</td>
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<td>B. Will the State please explain why this new procurement is being issued separately from that one?</td>
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<td>Section 5001 of the CARES Act has a December 30, 2020 expenditure deadline, and this new procurement does not include Section 5001 of the CARES Act. Therefore, this RFQ is being issued separately to not hold the State to the December 30, 2020 deadline for Section 5001 of the CARES Act.</td>
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<td>C. Is [the] intent of the new RFQ to provide integrity monitoring services overseeing spending of other federal funding – different from the first two stimulus bill and potentially new federal funding sources still being debated by Congress?</td>
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<td>The intent of the new RFQ is to provide Integrity Monitoring Services to oversee CARES Act funding to date, excluding Section 5001 of the CARES Act, and other federal funding sources.</td>
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<td>4. Is the intent of Treasury to award two different contracts that would focus on either CARES Act funded programs or any other federal program (not supported by the CARES Act)?</td>
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<td>Yes. Please see the above answer.</td>
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<td>6</td>
<td>General</td>
<td>We have become aware of RFQ1465257S Integrity Oversight Monitoring of COVID-19 Recovery Funds and Programs – NJ due on Dec. 18 at 2pm. Does this RFQ supersede RFQ Integrity Oversight Monitoring: Program and Performance Monitoring, Financial Monitoring and Grant Management and Anti-Fraud Monitoring for Coronavirus Relief Funds pursuant to Section 5001 of the Coronavirus Aid, Relief, and Economic Security (CARES) Act COVID-19 Recovery Funds and Programs submitted Sept 23, 2020 to NJ Department of Treasury? Or is this a separate procurement replacing the original?</td>
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<td>This does not supersede the RFQ for Integrity Oversight Monitoring: Program and Performance Monitoring, Financial Monitoring and Grant Management and Anti-Fraud Monitoring for Coronavirus Relief Funds pursuant to Section 5001 of the Coronavirus Aid, Relief, and Economic Security (CARES) Act COVID-19 Recovery Funds and Programs. This is a separate procurement.</td>
</tr>
</tbody>
</table>
| 7  | General                          | Can you provide details regarding with NJ State agencies will be receiving COVID-19 Recovery Funds from this program and for what amounts?  
Yes. This information can be found online on the Transparency Website at the following link: https://nj.gov/covid19oversight/ | |
| 8  | General                          | If a bidding firm plans on using sub-consultants, can that firm submit separate rates for those sub-consultants or is the State looking for one blended rate by level, by category?  
The State is expecting one hourly rate for each price line. Please see the Revised Price Schedule entitled “G4018 Revised Price Schedule 12/07/2020.” | |
| 9  | General                          | Is there anything precluding a vendor who was selected to the CRF Integrity Monitoring pool from bidding on this Non-CRF RFQ?  
No. There is nothing precluding a vendor that was selected to the CRF Integrity Monitoring pool from bidding on this Non-CRF RFQ. | |
| 10 | General                          | Why has the State released two separate RFQs for Integrity Oversight Monitoring for COVID-19 Recovery Funds and Programs, and why has the State issued this particular RFQ under through GSA?  
The different procurement methods are due to associated deadlines for the use of the different funds. | |
| 11 | General                          | Would the State please confirm the location of where the work will be performed?  
Locations will be determined by Using Agencies at the time of engagement. | |
| 12 | General                          | Would the State please confirm whether it will provide any equipment for performing the requested services? If not, in the contrary, will the Bidder be able to use their own equipment? If so, are there any specific security requirements?  
No equipment will be provided for performing the requested services. The Bidder will be able to use its own equipment. Specific security requirements will be addressed by the Using Agencies when the Contractor is being engaged. | |
| 13 | General                          | Would the State please confirm whether there is a small business requirement?  
There is no small business requirement for this RFQ. | |
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<th>Question (Bolded) and Answer</th>
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<tr>
<td>14</td>
<td>General</td>
<td>Given the Coronavirus Relief Fund deadline is December 30, 2020, what is the expectation for services beyond that date? What funding mechanism will be used beyond that date? This RFQ excludes section 5001 of the CARES Act, which has the December 30, 2020 expenditure deadline and similar services for section 5001 have been separate procured. Contractors will be expected to continue to provide services after December 30, 2020, since this RFQ does not include Section 5001 of the Cares Act. Funding comes from the CARES Act and other federal funding, excluding Section 5001 of the CARES Act.</td>
</tr>
<tr>
<td>15</td>
<td>General</td>
<td>Do you intend to make this award as a task order under an active GSA FSS agreement? Please advise as soon as possible. Please see the revised RFQ entitled, “G4018 IM Revised RFQ 12/07/2020.” Quotes will only be accepted from Bidders with an active GSA contract under SIN 541611, 541211, or Ancillary SINs as defined by GSA eBuy.</td>
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<tr>
<td>16</td>
<td>RFQ Page Number 1; Section: Coversheet</td>
<td>The RFQ indicates that this is a &quot;Federally-Based Contracts Request for Quotation.&quot; Is there a specific GSA Schedule that this contract is being procured off of? If yes, which GSA Schedule? This contract is being procured off the GSA Professional Services Schedule under SINs 541611, 541211, and Ancillary SINs as defined by GSA eBuy.</td>
</tr>
<tr>
<td>17</td>
<td>Page 6, Section 1.2</td>
<td>How many bidders do you expect to join the pool of Integrity Monitors? Said otherwise, how many awards are expected? There is the potential for any Bidder who submits a responsive Quote to this RFQ to receive an award to join the pool of Integrity Monitors. The State does not anticipate a specific number of awards, but the State is also not limiting the number of awards.</td>
</tr>
<tr>
<td>18</td>
<td>RFQ Page Number 6, 7; Section 1.2.1 Engagement Process</td>
<td>When does the State anticipate determining the pool of qualified contractors? A Notice of Intent to award will be issued once the evaluation is complete and the intended award complies with the Division’s statutes and regulations.</td>
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<td>19</td>
<td>Page 6, Section 1.2.1 Engagement Process</td>
<td>Can an explanation be provided on why liquidated damages are necessary for project of this nature? The Liquidated Damage provision will be set forth in the scope of work of the Engagement Query for competitive price quotes that will be sent from the State Contract Manager to the Integrity Monitors in the appropriate pool in accordance with Section 1.2.1 Engagement Process. The applicability of performance standards themselves will vary depending upon the specific scope of work included in the request for competitive price quotes.</td>
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<tr>
<td>20</td>
<td>Page 6, Section 1.2.1 Engagement Process</td>
<td>How will an Agency Contract Manager determine which milestones, timelines, standards, or deliverables are subject to liquidated damages?</td>
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<td>Question (Bolded) and Answer</td>
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<td>The Liquidated Damage provision will be set forth in the scope of work of the Engagement Query for competitive price quotes that will be sent from the State Contract Manager to the Integrity Monitors in the appropriate pool in accordance with Section 1.2.1 Engagement Process. The applicability of liquidated damages and performance standards themselves will vary depending upon the specific scope of work included in the request for competitive price quotes.</td>
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<tr>
<td>21</td>
<td>Page 6, Section 1.2.1 Engagement Process</td>
<td>What protections from liquidated damages are in place for a contractor awarded work under this contract for delays not caused by the contractor, such as agency delays in providing materials, etc.? Please see Section 5.14 in the revised RFQ entitled, “G4018 IM Revised RFQ 12/07/2020.”</td>
</tr>
<tr>
<td>22</td>
<td>Page 6 &amp; 7, Section 1.2.1</td>
<td>What are the expectations of size and timing of task orders/engagements? The expectations of size and timing of task orders and/or engagements are to be determined by Using Agencies at time of engagement.</td>
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<td>23</td>
<td>Section 1.4.3 Contents of Quote Page 8</td>
<td>Bidder recognizes that it is the State’s sole responsibility to determine whether information set forth in the proposal must be released in accordance with applicable laws. Accordingly, the bidder cannot release or indemnify the State for any failure to release or withhold information to the extent required by law. Bidder proposes the following deletion and addition [in red] to Section 1.4.3, Contents of Quote: “The State reserves the right to make the determination as to what is proprietary or confidential and will advise the Bidder accordingly. Any proprietary and/or confidential information in a Quote will be redacted by the State. The State will not honor any attempt by a Bidder to designate its entire Quote and/or prices as proprietary, confidential, and/or to claim copyright protection for its entire Quote. Copyright law does not prohibit access to a record which is otherwise available under OPRA. In the event of any change to the Bidder’s assertion of confidentiality with which the State does not concur, the Bidder shall be solely responsible for defending its designation, but in doing so, costs and expenses associated therewith shall be the responsibility of the Bidder. The State assumes no such responsibility or liability. A Bidder shall not designate any price lists and/or catalogs submitted as exempt from public disclosure as the same must be accessible to State Using Agencies and Cooperative Purchasing Program participants (if the RFQ has been extended to these participants) and thus must be made public to allow all eligible purchasing entities access to the pricing information on each as may be subject to any additional and/or modified terms and conditions contained in a separate Letter of Engagement.” The State does not accept this proposed modification. The State requires the Bidder to be responsible for costs associated with defending Bidder’s</td>
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<td>confidentiality assertions when the State has advised the Bidder that the State does not agree with such assertions.</td>
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<td>24</td>
<td>RFQ Page Number 12; Section 2.3 Contract Specific Definitions/Acronyms</td>
<td>The “Contract Specific Definitions/Acronyms” includes definitions for Coronavirus Relief Funds (CRF), COVID-19 Recovery Funds, and COVID-19 Recovery Programs. Can you please provide a comprehensive list of the different type of funding sources that will be monitored? Yes. This information can be found on the State’s Transparency Website at the following link: <a href="https://nj.gov/covid19oversight/">https://nj.gov/covid19oversight/</a></td>
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| 25 | Section 2.3 Contract Specific Definitions/Acronyms | Bidder proposes the addition of the following definitions and terms to the contract:  

**Limitation of Liability:** Notwithstanding anything else in this contract to the contrary, including all attachments, the liability of the contractor on account of any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the services performed under the contract shall be limited to the amount of fees paid or owing to the contractor under the contract. In no event shall the contractor be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs). The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss asserted, whether in contract, statute, rule, regulation, or tort (including but not limited to negligence) or otherwise, and shall survive contract termination or expiration.  

The State does not accept this proposed modification. The proposed modification conflicts with RFQ Section 5.13.1.  

**Management Decisions:** The State acknowledges and agrees that the contractor’s services may include advice and recommendations; but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, the State. Contractor will not perform management functions or make management decisions for the State.  

The State does not accept this proposed modification. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders.  

**Third Party Usage:** The State acknowledges and agrees that any advice, recommendations, information, Deliverables, or other work product (“Advice”) provided by the contractor in connection with the services under the contract is intended for the State’s sole benefit and the contractor does not authorize any party other than the State to benefit from or rely upon such Advice, or make any claims against the contractor relating thereto. Any such benefit or reliance by another party shall be at such party’s sole risk. Contractor may, in its sole discretion, mark such Advice to reflect the foregoing. Except for disclosures that are required by law or that are expressly permitted by this contract, the State will not disclose, or permit, access to such Advice to any third party without the contractor’s prior written consent. |
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<td>The State does not accept this proposed modification. The obligations of the parties with respect to disclosure of confidential information are set forth in RFQ Section 5.8.</td>
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<td><strong>California Accountancy Act:</strong> For engagements where services will be provided by the contractor through offices located in California, the State acknowledges that certain of the contractor’s personnel who may be considered “owners” under the California Accountancy Act and implementing regulations (California Business and Professions Code section 5079(a); 16. Cal. Code Regs. Sections 51 and 51.1) and who may provide services in connection with this engagement, may not be licensed as certified public accountants under the laws of any of the various states.</td>
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<td>The State does not accept this proposed modification. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders.</td>
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<td><strong>Electronic Communications:</strong> The contractor and State may communicate with one another by electronic mail or otherwise transmit documents in electronic form during the course of this engagement. Each party accepts the inherent risks of these forms of communication (including the security risks of interception of or unauthorized access to such communications, the risks of corruption of such communications, and the risks of viruses or other harmful devices). State agrees that the final hardcopy or electronic version of a document, including a Deliverable, or other written communication that the contractor transmits to the State shall supersede any previous versions transmitted by the contractor to the State.</td>
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<td>The State does not accept this proposed modification. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders.</td>
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<td><strong>Active Spreadsheets and Electronic Files:</strong> The contractor may use models, electronic files and spreadsheets with embedded macros created by contractor to assist contractor in providing the services under the contract. If State requests a working copy of any such model, electronic file or spreadsheet, the Contractor may, at its discretion, make such item available to State for its internal use only on an as-is basis and such item shall be considered a Deliverable; provided that State is responsible for obtaining the right to use any third party products necessary to use or operate such item. Contractor retains ownership of and all rights in such models, electronic files, and/or spreadsheets with embedded macros; except for the State data contained therein.</td>
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<td>The State does not accept this proposed modification. The Bidder’s concern is addressed by RFQ Section 5.7, Ownership.</td>
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<td><strong>Use of Vendors:</strong> State acknowledges and agrees that in connection with the performance of services under the contract, contractor and its member firms, in their discretion or at State’s direction, may utilize the services of third parties within and outside of the United States to complete the services under the contract. State further acknowledges and agrees that contractor-controlled parties, member firms of [bidder], and other third party service providers (collectively, “Vendors”) may</td>
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<td>have access to Confidential information from offshore locations, and that the contractor uses Vendors within and outside of the United States to provide at contractor’s direction administrative or clerical services to contractor. These Vendors may in the performance of such services have access to State’s Confidential Information. Contractor represents to State that with respect to each Vendor, contractor has technical, legal and/or other safeguards, measures and controls in place to protect Confidential Information of State from unauthorized disclosure or use. Contractor shall be responsible to State for contractor-controlled, member firms or Vendor’s failure to comply.</td>
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<td>The State declines to amend the RFQ as requested. As a Contract primarily for the performance of services, all services shall be performed in the United States, see N.J.S.A 52:34-13.2. Please refer to RFQ Sections 7.1.2, 7.1.2.1, and State of New Jersey Standard Terms and Conditions (SSTC) Section 3.6. Pursuant to Revised RFQ Section 3.4.6, “The Contractor must not store or transfer State of New Jersey data outside of the United States.” Additionally, please refer to SSTC Section 5.8(a) of the RFQ regarding the use of subcontractors.</td>
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<td><strong>Volume Rebates:</strong> Where contractor is reimbursed for expenses, contractor’s policy is to bill clients the amount incurred at the time the good or service is purchased. If contractor subsequently receives a volume rebate or other incentive payment from a vendor relating to such expenses, contractor does not credit such payment to its clients. Instead, contractor applies such payments to reduce its overhead costs, which costs are taken into account in determining contractor’s standard billing rates and certain transaction charges that may be charged to clients.</td>
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<td>The State does not accept this proposed modification. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders.</td>
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<td><strong>State Vendors and Conflicts:</strong> The State is aware that contractor may be providing assurance, tax and/or advisory services to other actual or potential contractors of the State. Contractor will perform an internal search for any potential client conflicts relating to any of the State’s contractors identified by the State as having a role in connection with contractor’s performance of this contract. The State hereby agrees that a contractor’s status as the contractor’s client does not impact contractor’s engagement to perform this contract. However, contractor is a large firm that is engaged by new clients on a daily basis and as a result it cannot guarantee that, following its conflict search, an engagement for any other related party will not be accepted somewhere else in contractor’s firm. Should any new information come to contractor’s attention, contractor will promptly inform the State. Contractor shall perform this contract in accordance with applicable professional standards.</td>
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<td>The State does not accept this proposed modification. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders.</td>
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<td><strong>Disputes:</strong> The parties agree that any dispute or claim arising out of or relating to the contract or the services provided thereunder shall first be</td>
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<td>submitted to non-binding mediation as a prerequisite to litigation. Mediation may take place at a location to be designated by the parties using the Mediation Procedures of the International Institute for Conflict Prevention and Resolution, with the exception of paragraph 2 (Selecting the Mediator). If, after good faith efforts, the parties are unable to resolve their dispute through mediation within ninety (90) days after the issuance by one of the parties of a request for mediation, then the parties are free to pursue all other legal and equitable remedies available to them. Nothing herein shall preclude contractor from filing a timely formal claim in accordance with applicable New Jersey law provided, however, that contractor shall, if permitted, seek a stay of said claim during the pendency of any mediation. Either party may seek to enforce any written agreement reached by the parties during mediation in any court of competent jurisdiction. The State does not accept this proposed modification. Pursuant to RFQ Section 8.1.2, the State Contract Manager has the initial responsibility to resolve any disputes that may arise between the parties during the Contract. <strong>Export Control:</strong> Contractor and State acknowledge and agree that each shall comply with all applicable United States export control laws and regulations in the performance of each party’s respective activities under the contract. State shall not provide contractor, or grant contractor access to, (a) information (including technical data or technology), verbally, electronically, or in hardcopy, (b) software or (c) hardware, that is controlled for export by the United States government under the Arms Export Control Act of 1976, Export Administration Act of 1979, the International Traffic in Arms Regulations (&quot;ITAR&quot;), Export Administration Regulations (&quot;EAR&quot;), Department of Energy Part 810 Regulations or Nuclear Regulatory Commission Part 110 Regulations, except information, software or hardware that is classified as EAR99 under the EAR. The State does not accept this proposed modification. However, the State will comply with applicable Federal laws and regulations in the performance of its respective activities under the contract.</td>
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<td>26</td>
<td>Page 12, Section 2.3 Contract Specific Definitions/Acronyms</td>
<td>Contract Specific Definitions/Acronyms reads, “COVID-19 Recovery Funds – funds, except for CRF, awarded to the State pursuant to the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. 116-136 or subsequent federal legislation to assist the State with economic recovery from the COVID-19 pandemic.” Can you please confirm that Coronavirus Relief Funds (CRF) are not included in the scope? The State confirms that Coronavirus Relief Funds (CRF) are not included in the scope of work. Section 5001 of the CARES Act is excluded from this RFQ.</td>
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<td>27</td>
<td>Reference: 3.1 General Tasks/Page 14</td>
<td>“In addition, the Contractor shall conduct on-site monitoring visits.” Will on-site visits be performed or restricted during the COVID-19 Pandemic? On-site visits will be determined by Using Agencies at the time of engagement. If on-site visits are required, the on-site visit will have to adhere to the State’s COVID-19 protocols.</td>
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<td>28</td>
<td>Page 14, Section 3.1</td>
<td>Page 14, Section 3.1 states “in addition, the Contractor shall conduct on-site monitoring” is it the State’s expectation that the Contractor will be traveling to the State to conduct monitoring and other activities or will the work be performed remotely? Please see the answer to Question 27.</td>
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<td>29</td>
<td>Page 15, Section 3.1.1</td>
<td>Approximately how many programs and/or grants are included in this project? This information is readily available on the State’s Transparency website, at the following link: <a href="https://njo.gov/covid19oversight/">https://njo.gov/covid19oversight/</a>.</td>
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<td>30</td>
<td>Page 15, Section 3.1.1</td>
<td>Is the contractor required to respond to all three categories? No, the Contractor is not required to respond to all three (3) categories. A Contractor can be awarded for one (1) or multiple categories, based on the Contractor’s response to the RFQ.</td>
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<td>31</td>
<td>Section 3.1.1.1 Category 1 – Program and Process Management</td>
<td>The scope of work reads that the consultant will be responsible for the “Development of processes, controls and technologies to support the execution of Section 5001 of the CARES Act funded programs in compliance with Federal and State guidance, including OMB Circulars” however the Purpose and Intent reads that the purpose “shall not include funds awarded to the State pursuant to Section 5001 of the Coronavirus Aid, Relief and Economic Security Act. Pub. L. 116-136.” Please clarify. This RFQ excludes Section 5001 of the CARES Act. Please see the Revised RFQ, entitled “G4018 IM Revised RFQ 12/07/2020,” for more information.</td>
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<td>32</td>
<td>Section 3.1.1.1 Category 1 – Program and Process Management</td>
<td>Similarly, subsection (h) reads: “Consulting services providing Subject Matter Expert (SME) knowledge of required standards for related monitoring and financial standards under Section 5001 of the CARES Act and other federal funding, as applicable.” Please clarify the inconsistency with the Purpose and Intent. This RFQ excludes Section 5001 of the CARES Act. Please see the Revised RFQ, entitled “G4018 IM Revised RFQ 12/07/2020,” for more information.</td>
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<td>33</td>
<td>Section 3.1.1.2 Category 2 Subsection c – Financial Auditing of Grant Management Page 15</td>
<td>“Provide tools to be used by Using Agencies for the assessment of the performance of the financial transaction processes.” Can the Agency provide a list of tool(s) currently used for the performance assessment of the financial transaction processes?</td>
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<td>The State cannot provide a current list of tool(s) used for the performance assessment because it is determined by the Using Agency at time of engagement.</td>
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<td>34</td>
<td>Section 3.1.1.3 Category 3 Subsection f – Integrity Monitoring/Anti-Fraud Page 16</td>
<td>“The Contractor shall have the ability to provide integrity monitoring services for professional specialties such as engineering and structural integrity services, etc. either directly or through a subcontractor relationship.” Can the Agency further define its definitions of solutions and/or tools utilized for engineering and structural integrity services? The State cannot further define its definitions of solutions and/or tools utilized for engineering and structural integrity services because it is determined by the Using Agency at time of engagement.</td>
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<td>35</td>
<td>Page 16 3.1.1.3 Category 3 – Integrity Monitoring/Anti-Fraud</td>
<td>The last paragraph allows for professional specialties to be subcontracted. Do such subcontractor need to be identified in the proposal in response to this RFP? Pursuant to Section 4.1.1.3 of the RFQ, Subcontractor Utilization Plan, Bidders that intend to use a Subcontractor shall submit a Subcontractor Utilization Plan form and should indicate whether any proposed Subcontractor is a small business. For Quotes that do not include the use of any subcontractors, by signing the RFQ Offer and Acceptance Page, the Bidder automatically certifies that in the event the award is granted to the Bidder, and the Bidder later determines at any time during the term of the Contract to engage subcontractors, pursuant to Section 5.8 of the SSTC, the Bidder shall then submit a Subcontractor Utilization Plan form for approval to the Division in advance of any such engagement of subcontractors.</td>
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<td>36</td>
<td>Section 3.1.2.1 Category 3 – Integrity Monitor/Anti-Fraud</td>
<td>The Scope of Work includes a referenced service to include: The Contractor shall have the ability to provide integrity monitoring services for professional specialties such as engineering and structural integrity services, etc. either directly or through a subcontractor relationship. A. Please clarify the specialty role for professional engineering services relative to this Task. Specialty roles for professional engineering services would be specific to the Using Agency and would be identified at time of engagement. B. Please clarify the structural integrity services and if those services related to professional structural engineering. Structural integrity services and services related to professional structural engineering would be specific to the Using Agency and would be identified at time of engagement.</td>
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<td>37</td>
<td>Page 17, Section 3.2</td>
<td>Regarding litigation services, will you require legal services or support? Please refer to Section 3.2 of the Revised RFQ entitled, “G4018 IM Revised RFQ 12/07/2020.”</td>
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<td>38</td>
<td>Section 4.1 General Page 18</td>
<td>This revision is necessary as Bidder offers exceptions and assumptions in [their] proposal. Bidder proposes the following addition [in red] to Section 4.1, General: “A Bidder may submit additional terms as part of its Quote and Quotes including Bidder proposed terms and conditions may be accepted, but Bidder proposed terms or conditions that conflict with those contained in the RFQ as defined in Section 2.0, or that diminish the State’s rights under any Contract resulting from the RFQ, may render a Quote non-responsive. It is incumbent upon the Bidder to identify and remove its conflicting proposed terms and conditions prior to Quote submission. After award of the Contract, if a conflict arises between a Bidder’s additional terms included in the Quote and a term or condition of the RFQ, the term or condition of the RFQ will prevail, except as and to the extent the Quote references or modifies any provision of this RFQ by the exceptions taken or assumptions offered therein, which will control to the extent necessary to resolve the conflict. The forms discussed herein and required for submission of a Quote in response to this RFQ are available on the Division’s website unless noted otherwise.” The State does not accept this proposed modification. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders. As such, all requests for changes to the RFQ requirements and terms and conditions must be raised during the Question and Answer (&quot;Q&amp;A&quot;) period as described in Section 1.3. After the Q&amp;A period, the State will post the Questions and Answers, and, in the event that changes are made in response to Questions, a Revised RFQ and/or Price Sheet. This process ensures a level playing field for all Bidders. Should the Bidder submit exceptions and/or additional terms with its Quote, the State will review same as described in RFQ Section 4.1. However, this submission of exceptions in the Quote may result in the Quote being deemed nonresponsive. There will be no negotiation of terms and conditions after the Question and Answer process is complete, after Notice of Intent to Award is issued or after a final award is made. See Section 1.3 and Section 4.1.</td>
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<td>39</td>
<td>Page 20, Section 4.1.1.3 Subcontractor Utilization Plan</td>
<td>Is there a goal for small business or disabled veteran-owned business for this RFQ response? There is no goal for small business or disabled veteran-owned business for this RFQ response.</td>
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<td>40</td>
<td>Page 20, Section 4.1.1.3 Subcontractor Utilization Plan</td>
<td>If there is a goal for small business or disabled veteran-owned business, is the disclosure of subcontractors required in the proposal? There is no goal for small business or disabled veteran-owned business. However, pursuant to Section 4.1.1.3, Subcontractor Utilization Plan, Bidders intending to use a Subcontractor shall submit a Subcontractor Utilization Plan</td>
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<td>form and should indicate whether any proposed Subcontractor is a Small Business.</td>
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<td>41</td>
<td>Page 21, Section 4.1.2.1</td>
<td>The solicitation states that a Bidder and its named Subcontractors must have a valid Business Registration Certificate (BRC) issued by the Department of the Treasury, Division of Revenue and Enterprise Services prior to the award of a contract. To facilitate the quote evaluation and contract award process, the bidder should submit a copy of its valid BRC and those of any named Subcontractors with its Quote. Would the State please confirm whether that, if a bidder does not currently have a BRC, is it acceptable for a Bidder to submit evidence of its application for a BRC with its quote? A BRC is required for Contract award and must be obtained by the Bidder prior to contract award.</td>
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<td>42</td>
<td>Page 22, RFQ Section 4.1.3 Financial Capability of the Bidder</td>
<td>[Bidder] is very interested in submitting a bid on the Integrity Monitor opportunity for the State of New Jersey, however there is a general requirement that is likely a general NJ procurement requirement that [Bidder] wanted to seek clarification on in order to confirm that [Bidder] could submit a bid without being deemed non-compliant. [Bidder] is a privately held limited liability partnership and [Bidder’s] financial statements are not publicly disclosed. Would the government accept a letter from the [Bidder’s] CFO describing [Bidder’s] legal structure, history, size (# offices, personnel, geographies), total assets, tangible net worth, total revenues and assertion to [Bidder’s] recent years profitability. [Bidder] believe[s] this would satisfy NJ’s ability to assess [Bidder’s] financial strength and creditworthiness and [Bidder’s] ability to undertake and successfully complete the contract. [Bidder] want[s] to ensure that this will be acceptable. While this is acceptable, Audited Financial Statements are the most preferred form of documentation as they allow NJ to make the clearest judgement of financial health. If alternate forms are being provided, please note that the better and more detailed the information that is included in them will allow the State to make the most reliable evaluation.</td>
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<td>43</td>
<td>Page 22, RFQ Section 4.1.3 Paragraph B</td>
<td>The solicitation requires audited or reviewed financial statements for privately held companies. As a certified public accounting (CPA) firm, we prepare financial statements for our business on a regular basis, but we do not have them audited or reviewed by another CPA firm. Would the State please confirm whether it is acceptable for the Bidder to submit internally generated financial statements without audit or review by another CPA firm? This is acceptable; however, the internal statements must be approved by the management/CFO.</td>
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<td>44</td>
<td>Section 4.1.4 State Supplied Price Sheet</td>
<td>Please confirm if the bullet on page 1 of the Price Schedule “The Pass-Through Price Lines shall be used to reimburse for Travel and Other Direct Costs only. No mark-up will be provided for Price Lines 10 and 11” should indicate the following “The Pass-Through Price Lines shall be used to reimburse for Travel and Other Direct Costs only. No mark-up will be provided for Price Lines 9 and 10.” That is correct. Please refer to the Revised Price Sheet entitled, “G4018 Revised Price Schedule 12/07/2020”.</td>
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<td>Section 4.1.4 State Supplied Price Sheet</td>
<td>Please confirm if the State is looking for an hourly rate to be included in line items 9, 10, of Category 1 Price Schedule, line items 19, 20 of Category 2 Price Schedule, and line items 29, 30 of Category 3 Price Schedule. If not, please explain what type of rate information the State is looking for in these sections. No. Please refer to the Revised RFQ entitled, “G4018 IM Revised RFQ 12/07/2020” Section 4.1.4.1 and the Revised Price Sheet entitled “G4018 Revised Price Schedule 12/07/2020.”</td>
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<td>46</td>
<td>Page 24, RFQ Section 4.2.4</td>
<td>The solicitation states that the Bidder must include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the Bidder’s qualifications and its ability to perform the services required by this RFQ. Would the State please confirm whether there is a minimum or maximum number of references that the State is seeking to obtain from each Bidder? Pursuant to RFQ Section 4.2.4, at least one (1) reference with the required information must be provided. However, there is no maximum number of references that should be submitted with the Quote. The Bidder should submit the number of references that reflect the expertise and experience of the Bidder with contracts that are of similar size and scope. Additionally, if the Bidder is proposing the use of subcontractors, is there a minimum or maximum number of references that the State is seeking to obtain from each subcontractor? There is no minimum or maximum number of references that should be submitted from each subcontractor. Similar to the question above, the Bidder should submit the number of references that reflect the expertise and experience of the subcontractors.</td>
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<td>47</td>
<td>Page 24, Section 4.2.4 Organizational Support and Experience</td>
<td>How many references can be included? Please see the answer to Question #46</td>
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<td>48</td>
<td>Page 26, Section 4.2.5 Resumes</td>
<td>States “with response to each similar contract, the Bidder should include the names and address of each reference together with a person to contact for a reference check and a telephone number.” Is the bidder required to list a reference, point of contact, and phone number for each project/contract listed in each staff member’s resume?</td>
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<td>The Bidder may submit information related to references separately from the resumes. Please see Section 4.2.6, Experience of Bidder on Similar Contracts, for more information.</td>
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| 49 | Page 26, Section 4.2.6 Experience of Bidder on Similar Contracts | How many similar contracts can be included?  
The Bidder may submit any number of similar contracts with its Quote. There is no minimum or maximum number of similar contracts required with the Quote. |
| 50 | Section 5.1 Precedence of Special Contractual Terms and Conditions, Page 28 | Bidder is offering exceptions and assumptions in [their] proposal.  
Bidder proposes the following addition [in red] to Section 5.1, Precedence of Special Contractual Terms and Conditions:  
“This Contract awarded, and the entire agreement between the parties, as a result of this RFQ shall consist of this RFQ, SSTC, Bid Amendment to this RFQ, the Contractor’s Quote, any Best and Final Offer, and the Using Agency’s Notice of Award.  
In the event of a conflict in the terms and conditions among the documents comprising this Contract, in each case as modified by any exceptions taken or assumptions offered by the Contractor, the order of precedence, for purposes of interpretation thereof, listed from highest ranking to lowest ranking, shall be:  
A. Executed Offer and Acceptance Page;  
B. RFQ Section 5, as may be amended by Bid Amendment;  
C. The State of NJ Standard Terms and Conditions (SSTC) accompanying this RFQ;  
D. All remaining sections of the RFQ, as may be amended by Bid Amendment; and  
E. The Contractor’s Quote as accepted by the State.”  
The State does not accept this proposed modification. Please see response to Question 38. |
| 51 | Section 5.5 Contractor Responsibilities Page 28 | As a point of clarification, (1) Bidder relies on the information provided by the Client and Bidder does not update its advice after completion of the engagement and (2) the approval process will be in accordance with the acceptance criteria set forth in the applicable Letter of Engagement/SOW and identifying objective criteria for each task.  
Bidder proposes the following deletion and addition [in red] to Section 5.5, Contractor Responsibilities:  
“The Contractor shall have sole responsibility for the complete effort specified in this Contract. Payment will be made only to the Contractor. The Contractor shall have sole responsibility for all payments due any Subcontractor.  
The Contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under this Contract. The |
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<td>52</td>
<td>Section 5.7 Ownership of Material Page 29</td>
<td>The proposed edits incorporate Bidder’s standard “Ownership” clause. Bidder proposes the following deletions and additions [in red] to Section 5.7, Ownership of Material: “All tangible data, technical information, materials gathered, originated, developed, prepared, used or obtained and specifically identified as deliverables or work product to be provided by Contractor under a Letter of Engagement in the performance of this Contract (“Deliverables”), including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are specifically prepared for or are and delivered to the State as a result of the services required under this Contract shall, except for the portion thereof that constitutes or incorporates any Contractor Property or Background IP, be and remain the property of the State of New Jersey upon full and final payment hereunder and shall be delivered to the State of New Jersey upon 30 days’ notice by the State. Notwithstanding the foregoing, Contractor shall not have any liability to the State as a result of the State’s use of any unfinished, incomplete, or draft Deliverables furnished to the State hereunder, provided that Contractor has notified the State of the incomplete status of such Deliverables. For clarity, if and to the extent the Contractor’s property is contained in any of the Deliverables (“Contractor Property”), then, in addition to the license to any Background IP, which shall remain subject to the license below, Contractor hereby grants the State, under the Contractor’s intellectual property rights in such Contractor Property, a royalty-free, non-exclusive, non-transferable, perpetual license to use such Contractor Property solely in connection with the State’s use of the Deliverables. With respect to software computer programs and/or source codes Deliverables developed for the State, except those modifications or adaptations made to Bidder’s/Contractor’s Background IP as defined below or the portion thereof that constitutes or incorporates any Contractor Property, the work Deliverables shall, upon full and final payment, be considered “work for hire”, i.e., the State, not the Contractor or Subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed</td>
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<td>Bid Solicitation Section Reference</td>
<td>Question (Bolded) and Answer</td>
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<td><em>Deliverables upon full and final payment hereunder.</em> To the extent that any of such <em>materials</em> Deliverables may not, by operation of the law, be a work made for hire in accordance with the terms of this Contract, Contractor or Subcontractor hereby assigns to the State, upon full and final payment hereunder, all right, title and interest in and to any such Deliverables material, excluding the portion thereof that constitutes or incorporates any Background IP or Contractor Property, and the State shall have the right to obtain and hold in its own name and copyrights, registrations and any other proprietary rights that may be available. Should the Bidder anticipate bringing pre-existing intellectual property into the project, then, subject to any Contractor Property otherwise used in the performance of the services or incorporated into the Deliverables, the intellectual property must be identified in the Quote. Otherwise, the language in the first paragraph of this section prevails. If the Bidder identifies such intellectual property (&quot;Background IP&quot;) in its Quote, then the Background IP owned by the Bidder on the date of this Contract, as well as any modifications or adaptations thereto, remain the property of the Bidder. Upon Contract award, the Bidder/Contractor shall grant the State a nonexclusive, perpetual royalty free license to use any of the Bidder’s/Contractor’s Background IP delivered to the State for the purposes contemplated by this Contract. Auditing firm working papers remain the exclusive property of the auditing firm in accordance with all professional standards, including such standards issued by the American Institute of Certified Public Accountants (AICPA), and notwithstanding anything to the contrary contained herein, any such work papers, as applicable, will be excluded from any return or disclosure obligations hereunder, including, without limitation, any termination provisions or audit standards. While considered confidential information, the State recognizes that the firm may be requested to make certain working papers available to regulatory agencies, pursuant to authority given by law or regulation. In such instances, access to the working papers may be provided to these agencies based upon full applicable professional standards, including AICPA standards and under supervision of the firm.” The State does not accept this proposed modification. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders.</td>
<td></td>
</tr>
</tbody>
</table>
| 53 | Section 5.8 Confidentiality Page 30 | Bidder needs the ability to retain a copy of such information in order to comply with its professional standards.  
Bidder proposes the following additions [in red] to Section 5.8C, Confidentiality:  

C. The State’s Confidential Information shall consist of all information or data contained in documents supplied by the State, any non-public information or data gathered by the Contractor in fulfillment of the contract and any analysis thereof (whether in fulfillment of the contract or not). Notwithstanding anything to the contrary contained herein, Contractor may retain a copy of all information received, developed, or otherwise relating to this Contract in order to comply with its contractual obligations and |
<table>
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<th>#</th>
<th>Bid Solicitation Section Reference</th>
<th>Question (Bolded) and Answer</th>
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<tr>
<td>54</td>
<td>Page 32, Section 5.13 and 5.13.1, Indemnification, supplement to Section 4.1, Section 4.1.1 Limitation of Liability</td>
<td>applicable professional standards. Information stored on routine back-up media for the purpose of disaster recovery will be subject to destruction in due course. Latent data such as deleted files and other non-logical data types, such as memory dumps, swap files, temporary files, printer spool files and metadata than can customarily only be retrieved by computer forensics experts and are generally considered inaccessible without the use of specialized tools and techniques will not be within any return or destruction requirements in this Contract or any Letter of Engagement. The State does not accept this proposed modification. However, please see Section 3.4 of the revised RFQ entitled “G4018 IM Revised RFQ 12/07/2020.”</td>
</tr>
<tr>
<td>55</td>
<td>Page 32, Section 5.13 and 5.13.1, Indemnification, supplement to Section 4.1, Section 4.1.1 Limitation of Liability</td>
<td>Can the limit of liability be applicable to the fees paid to the contractor rather than the total value of the Contract? The limit of liability would be applicable to the awarded value of the specific Engagement that a Contractor is awarded. Please see the Revised RFQ entitled “G4018 IM Revised RFQ 12/07/2020” for more information.</td>
</tr>
<tr>
<td>56</td>
<td>Page 32, Section 5.13 and 5.13.1, Indemnification, supplement to Section 4.1, Section 4.1.1 Limitation of Liability</td>
<td>Will the “contract value” be based at the RFQ awarded pool level or at the specific agency contract awarded to a contractor? The contract value will be determined at the time of Engagement by the Using Agency. Please see the Revised RFQ entitled “G4018 IM Revised RFQ 12/07/2020” for more information.</td>
</tr>
<tr>
<td>57</td>
<td>NJSSTC Section 1 Standard Terms and Conditions Applicable to the Contract, Page 40</td>
<td>The proposed change is requested to align with professional standards and/or [the Bidder’s] internal policies. [The Bidder] believes the changes are commercially reasonable and do not impose significant burdens on the State. The limit of liability applies to the total value of the contract. Can you please disclose the expected value of the contract, for which this provision will apply? The limit of liability will apply to the total value of the specific Engagement. The State cannot disclose the expected value at this time, as each Engagement will have different value depending upon the work to be done. Please see the Revised RFQ entitled “G4018 IM Revised RFQ 12/07/2020” for more information.</td>
</tr>
<tr>
<td>57</td>
<td>NJSSTC Section 1 Standard Terms and Conditions Applicable to the Contract, Page 40</td>
<td>The proposed change is requested to align with professional standards and/or [the Bidder’s] internal policies. [The Bidder] believes the changes are commercially reasonable and do not impose significant burdens on the State. Bidder proposes the following additions [in red] to Section 1 of the NJSSTC, Standard Terms and Conditions Applicable to the Contract: Unless the bidder/offeror is specifically instructed otherwise in the Request for Proposals (RFP), the following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey. These terms are in addition to the terms and conditions set forth in the RFP and should be read in conjunction with same unless the RFP specifically indicates otherwise. In the event that the bidder/offeror would</td>
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<tr>
<td>58</td>
<td>Page 46, NJSSTC Section 4.1 Indemnification</td>
<td>As the scope of the services involved in this RFQ could involve attestation services under the standards of the AICPA and the indemnification clause as written could be interpreted to impair an auditor’s independence under the AICPA standards, because an auditor may be required to indemnify an agency for its own acts. Can the indemnification language be narrowed to comply with AICPA independence standards?</td>
</tr>
<tr>
<td>59</td>
<td>NJSSTC Section 4.1 Indemnification, Page 46</td>
<td>Bidder limits its obligations to (1) any bodily injury or property damage caused by its grossly negligent or willful acts or omissions and (2) any infringement by the unmodified deliverables of any IP rights existing at the time of delivery, whereas this provision does not contain these limitations. Bidder proposes the following deletions and additions [in red] to NJSSTC Section 4.1A, Indemnification: The contractor’s liability to the State and its employees in third party suits shall be as follows: A. Indemnification for Third Party Claims - The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all third party claims, demands, suits, actions, recoveries, or judgments brought or assessed against the State of New Jersey and costs and expenses in connection therewith which shall to the extent arising from or resulting from (1) any bodily injury, death, or damage to tangible property to the extent directly or indirectly caused by the grossly negligent or willful acts or omissions of contract in the performance of the from the work and/or materials supplied under this contract, or including (2) any allegation that the Deliverables or liability of any nature or kind for or on account of the use thereof, in the form provided to the State infringes of any United</td>
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<td>Bid Solicitation Section Reference</td>
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<td>States intellectual property right existing as of the date such Deliverable is provided to the State; provided, however that contractor’s obligations in this Section shall not apply to any claim to the extent arising out of (a) use of the Deliverables other than in accordance with applicable documentation or instructions supplied by contractor or other than for the State’s internal business purposes; (b) any alteration, modification, or revision of the Deliverables not expressly agreed to in writing by contractor; or (c) the combination or operation of the Deliverables with materials not supplied or approved by contractor; copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract; The State does not accept this proposed modification. Terms and conditions on publicly bid procurements must be consistent for all potential Vendor [Bidders]. Please see revised RFQ entitled “G4018 IM Revised RFQ 12/07/2020.”</td>
<td></td>
</tr>
<tr>
<td>60</td>
<td>NJSSTC Section 4.1 Indemnification, Page 46</td>
<td>The proposed change is requested to align with professional standards and/or [the Bidder’s] internal policies. Bidder believes the changes are commercially reasonable and do not impose significant burdens on the State. Bidder proposes the following additions [in red] to NJSSTC Section 4.1C, Indemnification: C. The contractor’s obligations under this Section with respect to any legal action are contingent upon the State giving the contractor: (1) the opportunity to take over and settle or defend any such action at the contractor’s sole expense, and (2) assistance in defending the action at the contractor’s sole expense. The contractor shall not be liable for any cost, expense, or compromise incurred or made by the State in any legal action without the contractor’s prior written consent, which shall not be unreasonably withheld. In the event of a patent and copyright claim or suit, the contractor, at its option, may: (1) procure for the State of New Jersey the legal right to continue the use of the product; (2) replace or modify the product to provide a non-infringing product that is the functional equivalent; or (3) after receiving the allegedly infringing item from the State, refund the purchase price, as the contractor’s sole liability to the State. less a reasonable allowance for use that is agreed to by both parties.; provided, however, that the foregoing shall not be construed to limit the contractor’s indemnification obligation set forth above. The provisions of this Section state the contractor’s entire liability and the State’s sole and exclusive remedy with respect to any infringement or claim of infringement. The State does not accept this proposed modification. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders. Please see revised RFQ entitled “G4018 IM Revised RFQ 12/07/2020.”</td>
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| 61 | NJSSTC Section 5.12 Delivery Requirements, Page 50 | This is to avoid [the Bidder] continuing to perform while another contractor fixes certain issues and then [bidder] may be required to rely on the third parties work. Bidder proposes the following deletions [in red] to Section 5.12 Delivery Requirements:  
A. Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the contract;  
B. The contractor shall be responsible for the delivery of material in first class condition to the State’s using agency or the purchaser under this contract and in accordance with good commercial practice;  
C. Items delivered must be strictly in accordance with the contract; and  
D. In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the contract, the using agency shall be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor.  
The State does not accept this proposed modification. |
| 62 | NJSSTC Section 5.15 Maintenance of Records, Page 51 | The proposed change is requested to align with professional standards and/or [the bidder’s] internal policies. We believe the changes are commercially reasonable and do not impose significant burdens on the State. Bidder proposes the following additions [in red] to NJSSTC Section 5.15 Maintenance of Records:  
The contractor shall maintain timekeeping and expense records directly relating to products and/or services delivered against the contract (“Records”) for a period of five (5) years from the date of final payment unless a longer period is required by law up to a maximum period of seven (7) years. Such Records shall be made available to the State, including the Comptroller, for audit and review. Contractor will make every reasonable effort to be responsive to such inquiries for discussions and reviews, but reserves the right to limit disclosure of details and nature of procedures, if it determines, in its sole judgment, that such disclosure would put at risk the confidentiality, availability, or integrity of its own or its other clients’ data.  
The State does not accept this proposed modification as the language is required by N.J.A.C. 17:44-2.2. |
December 07, 2020

To: All Interested Bidders

Re: RFQ1465257S
G4018 Integrity Oversight Monitoring: Program and Performance Monitoring, Financial Monitoring and Grant Management and Anti-Fraud Monitoring for COVID-19 Recovery Funds and Programs

Current Quote Submission Due Date: December 18, 2020 (2:00 p.m. Eastern Time)

RFQ Addendum #4

The following constitutes RFQ Addendum #4 to the above referenced RFQ:

- State of New Jersey Third Party Information Security Questionnaire has been uploaded to GSA eBuy to be included with Quote submission.

It is the sole responsibility of the Bidder to be knowledgeable of all of the additions, deletions, clarifications, and modifications to the RFQ and/or the New Jersey Standard Terms and Conditions relative to this RFQ as set forth in all RFQ Addendum.

All other instructions, terms, and conditions of the RFQ shall remain the same.
OFFER AND ACCEPTANCE PAGE

TO THE STATE OF NEW JERSEY:

The Undersigned hereby offers and agrees to furnish the good, products, or services in compliance with all terms of this Master Blanket Purchase Order (Blanket P.O.) as defined in Section 2.0 of the Bid Solicitation.

Vendor (Bidder) Deloitte & Touche LLP
Address 3 Second Street Suite 400, Harborside Plaza 10
City, State, Zip Code Jersey City, NJ 07311
Phone Number (212) 937-8202
Fax Number

Authorized Signature Ryan Foughy
Printed Name Ryan Foughy
Title Managing Director
Email Address dfoughy@deltolte.com

Pursuant to P.L. 2017, c. 95, please indicate whether the Vendor (Bidder) self-identifies as any of the following as defined in N.J.S.A. 52:32-19:

- Minority-Owned Business
- Women-Owned Business
- Small Business
- Not Applicable

For set-aside contracts only, a Vendor (Bidder) must be registered with the N.J. Division of Revenue and Enterprise Services, Small Business Registration and M/WBE Certification Services Unit. Please refer to N.J.A.C. 17:13-3.1 & 17:13-3.2 for additional information.

By signing and submitting this Offer, the Vendor (Bidder) certifies and confirms that:

1. The Vendor (Bidder) has read, understands, and agrees to all terms, conditions, and specifications set forth in the State of New Jersey Standard Terms and Conditions and the provisions set forth in the Bid Solicitation Section 4.4.1.1.1 (MacBride Principles Certification), Section 4.4.1.1.2 (Non-Collusion), and Section 4.4.1.1.3 (New Jersey Business Ethics Guide Certification);

2. The Vendor’s (Bidder’s) failure to meet any of the terms and conditions of the Blanket P.O. as defined in the Bid Solicitation shall constitute a breach and may result in suspension or debarment from further State bidding;

3. A defaulting Vendor (Contractor) may also be liable, at the option of the State, for the difference between the Blanket P.O. price and the price bid by an alternate Vendor (Bidder) of the goods or services in addition to other remedies available; and

4. By signing and submitting this Offer, the Vendor (Bidder) consents to receipt of any and all documents related to this Bid Solicitation and the resulting Blanket P.O. by electronic medium.

THIS FORM SHOULD BE SIGNED, COMPLETED AND INCLUDED WITH THE VENDOR’S (BIDDER’S) QUOTE

ADDITIONAL VENDOR (BIDDER) REQUIREMENTS

- Bid Security Amount
- Performance Security Amount
- Payment Security Amount
- Retainage Percentage

ACCEPTANCE OF OFFER (For State Use Only)

The Offer above is hereby accepted and now constitutes a Blanket P.O. (Contract) with the State of New Jersey. The Vendor (Contractor) is now bound to sell the goods, products, or services listed by the attached Blanket P.O. (Contract) as defined by Section 2.0 of the Bid Solicitation. The Vendor (Contractor) shall not commence any work or provide any good, product, or service under this Blanket P.O. (Contract) until the Vendor (Contractor) complies with all requirements set forth in the Bid Solicitation and receives written notice to proceed.

Blanket P.O. Number
Blanket P.O. Award Date
Blanket P.O. Effective Date

State of New Jersey Authorized Signature

Rev. 1.22.2020
Integrity Oversight Monitoring: Program and Performance Monitoring, Financial Monitoring and Grant Management and Anti-Fraud Monitoring for COVID-19 Recovery Funds and Programs

REQUEST FOR QUOTATION (RFQ)
State of New Jersey Department of Treasury

December 18, 2020 | 2:00 PM

Deloitte & Touche LLP | 3 Second Street, Suite 400, Harborside Plaza 10, Jersey City, NJ 07311
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## Proposal Alignment to RFP Requirements

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<td>Section 1.F</td>
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<td>4.1.2.3</td>
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<td>✓</td>
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<td>7.1.1</td>
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## SUBCONTRACTOR UTILIZATION FORM

*List All Businesses To Be Used As Subcontractors. Attach Additional Sheets If Necessary*

<table>
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<tr>
<th>BID SOLICITATION #:</th>
<th>RFQ1465257S</th>
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<tr>
<td>BID SOLICITATION TITLE:</td>
<td>G4018 Integrity Oversight Monitoring: Program and Performance Mgmt.</td>
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### VENDOR’S NAME/ADDRESSES/PHONE NUMBER/EMAIL

- **Name:** Deloitte & Touche LLP
- **Address:** 3 Second Street Suite 400, Harborside Plaza 10, Jersey City, NJ 07311
- **Number:** (212) 937-8202
- **Email:** rfoughtv@deloitte.com

### SUBCONTRACTOR’S NAME/ADDRESS/PHONE NUMBER/EMAIL/ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED

#### ATGS Services, LLC
- **Address:** 13861 Sunrise Valley Dr. Ste 200, Herndon, VA 20171
- **Number:** (703) 430-7500
- **Email:** skral@atgsplc.com
- **Description of Work to be subcontracted:** We intend to use our subcontractor as appropriate and it will be determined on each task order.

### IS THE SUBCONTRACTOR A SMALL BUSINESS?
- **Yes**
- **No**

### IS THE SUBCONTRACTOR A DISABLED VETERAN-OWNED BUSINESS?
- **Yes**
- **No**

### SUBCONTRACTOR’S NAME/ADDRESS/PHONE NUMBER/EMAIL/ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED

#### (Repeat for additional subcontractors if necessary)

### IS THE SUBCONTRACTOR A SMALL BUSINESS?
- **Yes**
- **No**

### IS THE SUBCONTRACTOR A DISABLED VETERAN-OWNED BUSINESS?
- **Yes**
- **No**

*If the Bid Solicitation has subcontracting set-aside goals, and the Vendor has not achieved the goals, Vendor must attach information documenting its good faith effort to achieve the goals.*
SOURCE DISCLOSURE FORM
STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY - DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230 TRENTON, NEW JERSEY 08625-0230

BID SOLICITATION #: 20

VENDOR/BIDDER NAME: Deloitte & Touche LLP

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

PART 1
☑ All services will be performed by the Contractor and Subcontractors in the United States. Skip Part 2.
☐ Services will be performed by the Contractor and/or Subcontractors outside of the United States. Complete Part 2.

PART 2
Where services will be performed outside of the United States, please list every country where services will be performed by the Contractor and all Subcontractors. If any of the services cannot be performed within the United States, the Contractor shall state, with specificity, the reasons why the services cannot be performed in the United States. The Director of the Division of Purchase and Property will review this justification and if deemed sufficient, the Director may seek the Treasurer’s approval.

<table>
<thead>
<tr>
<th>Name of Contractor / Sub-contractor</th>
<th>Performance by Country</th>
<th>Location</th>
<th>Description of Service(s) to be Performed Outside of the U.S.</th>
<th>Reason Why the Service(s) Cannot be Performed in the U.S.</th>
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</table>

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

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

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

Signature
Ryan Foughty
Managing Director

Print Name and Title

Date
12/16/2020

DPP Rev. 10.16.2020
Section 2

Technical Quote
Executive Summary

Our Understanding

New Jersey, like other States across the United States, has been significantly impacted by the COVID-19 pandemic. Given the revenue issues with States across the country, it is even more important to make sure dollars are spent in an effective manner while also minimizing risk of deobligation. New Jersey has a history of showing its resiliency through crisis and bouncing back stronger than it was before, as it has done with Hurricane Sandy. With COVID-19 Recovery Funds coming into New Jersey and the dedication of various New Jersey governmental agencies, including the Department of Treasury (“the State”), New Jersey is prepared to recover and prosper. With this influx of funding, the State is aware of the importance in monitoring its programs for integrity, potential fraud, and consistent processes, and the Deloitte Team is standing by ready to help.

The State requires a professional consulting and grant management services firm with demonstrated experience of helping cities and States with disbursement of COVID-19 recovery funds. Most, if not all, agencies, organizations, and industries have been impacted by this pandemic, and timely and accurate disbursement of relief funds is critical to helping New Jersey recover. Utilizing a contractor with direct experience in oversight and monitoring of Coronavirus Aid, Relief, and Economic Security (CARES) Act funding could help to decrease the risk for deobligation. Deloitte and our proposed subcontractor, ATCS, PLC (“ATCS”), have proposed a strong team of experienced professionals, many of whom have direct experience as integrity monitors of COVID-19 recovery funds, to help mitigate deobligation risks and promote integrity. The State is specifically looking for services in the following three categories:

- Program and Process Management Monitoring
- Financial Auditing and Grant Management
- Integrity Monitoring/Anti-fraud

The Integrity Monitors identified through this RFQ will support monitoring and oversight and help manage appropriate administration of COVID-19 Recovery Funds and will provide reports to document specific services rendered and observations.

Why the Deloitte Team?

Given the criticality of these funds along with the vast regulations and requirements associated with the funds, the Deloitte Team is pleased to propose our services to assist the State in efficiently managing and overseeing this recovery. We believe we are uniquely qualified by being able to combine the following benefits:

**Seasoned Crisis Response practice with specific experience providing COVID-19 Recovery Fund integrity monitoring** and oversight support across the nation. As you will see throughout this document, specifically in our similar experience section, our proposed team has performed grant management services across the country and is currently supporting multiple different COVID-19 Recovery Funds programs. The Deloitte Team can bring leading practices, lessons learned, and customizable templates to accelerate the integrity monitoring process.
In addition to recent and ongoing services around COVID-19 Recovery Funds, our proposed team has **strong experience providing integrity monitoring services on large Federal grant programs** including the Commonwealth of Puerto Rico, Flint Michigan, State of Nebraska, and the New York Governor's Office of Storm Recovery. Figure 1 below highlights States where we have provided COVID-19 related services or grant management services.

**Figure 1**: States where Deloitte has provided COVID-19 related services or integrity monitoring services

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**Experience** with and **knowledge** of the State of New Jersey. Deloitte is committed to New Jersey with over 2,000 employees, and three offices in the State. We have 20 years of experience collaborating with New Jersey and neighboring States like New York and Pennsylvania on integrity monitoring related services. We have familiarity with New Jersey’s business and political environment and a track record of working across diverse groups of stakeholders across large agencies to deliver results. Our knowledge of New Jersey’s operations as well as relationships at the Federal level, will give us a foundation for the services identified in this RFQ.

In addition to our familiarity with New Jersey, our proposed leadership team has **deep experience with COVID-19 related monitoring and broader grant management and integrity monitoring.** Ryan Foughty, our main point of contact and engagement leader has over 25 years of experience, 10 specifically in disaster response, and has led large Federal grants and crisis engagements with States, Local communities, and universities. Mark Blumkin will support Ryan Foughty as an engagement leader that brings Local presence and understanding, having lived and worked in NJ for over 30 years. Kevin Lane will also support Ryan Foughty as an engagement leader with a wealth of knowledge around program integrity, risk assessment best practices, and best practices around fraud, waste, and abuse. These engagement leaders will be supported by a pool of three program managers with similar experience. In addition to the core team, the Deloitte Team includes subject matter advisors who have worked at the Federal level and are aware of the up-to-date guidance being released by Washington. **Mike Byrne was the former Federal Emergency Management Agency (FEMA) Region II Deputy Director and Elaine Duke was the Deputy Secretary of the Department of Homeland Security (DHS),** and are aware of the inner workings of some of the most intricate sources of Federal funding. **Damon Armeni was the former Director for Response Policy on the National Security Council and**
FEMA’s Deputy Director for Congressional Affairs and specializes in managing Congressional expectations during a crisis and negotiating the development of appropriations bills and legislative solutions. These subject matter advisors can reach back to contacts at the Federal level for guidance and clarification if needed.

In order to meet your fraud, corruption, waste and abuse prevention goals, the Deloitte Team can provide a seasoned group of fraud investigation specialists who have the requisite hands-on experience in dealing with sensitive public sector matters involving potential corruption and organized crime influence. These specialists are adept at identifying red flags and other potential indicators of fraud and/or corruption, as well as assessing the effectiveness, from both design and operational perspectives, of internal controls for preventing and/or detecting fraud and misconduct. Deloitte also has relevant law enforcement and inspector general experience that further differentiates us from our competitors.

We understand that many States are suffering from revenue shortages and are seeking opportunities for cost savings and enhanced efficiencies to alleviate some of the financial pressures. The Deloitte Team offers customizable tools and accelerators to expedite and automate several processes that could typically be labor intensive. For example, our Subrecipient Monitoring Toolkit, that will be discussed in detail in this proposal, acts as an accelerator to the subrecipient monitoring process. These tools have been piloted on other projects are already updated to include CARES Act funding requirements; they can be adjusted for specific circumstances as necessary.

A word on the RFP and Contract Requirements

We have reviewed the contract and RFQ requirements carefully and are in general agreement. We wish to make the following clarifications as part of our proposal.

We reference a broad array of Deloitte Intellectual Property that is integral to our proposal, including but not limited to forms, templates, methodologies, training, accelerators, software and solutions, managed service offerings, and grants management and COVID related communications offered to our clients (collectively “materials”) throughout our proposal. For the avoidance of confusion, these materials are Deloitte pre-existing intellectual property in accordance with Section 5.7 of the Special Contractual Terms and Conditions Applicable To The Contract. Some of the materials described in our proposal may require additional contract terms and provisions.

We substantially agree with the State’s insurance requirements and can provide the required coverages. However, we would appreciate the opportunity to discuss certain changes to better align the contractual requirements with the coverages that we maintain for the benefit of our clients.
Section 2: Technical Quote

Approach and Plans for Accomplishing the Work

Given our strong local New Jersey presence, significant experience with CARES Act funds and integrity monitoring, as well as our ability to leverage existing tools and accelerators, the Deloitte Team is prepared to develop a swift response to any engagement requested by the State. As engagement leaders Mark Blumkin and Ryan Foughty will oversee communication with the State and engage the right Program Manager to develop a response.

As described in the RFQ and depicted in Figure 2 below, the Deloitte Team can execute the general tasks to establish a foundation for category specific tasks.

Figure 2: General tasks for each engagement

Establish a foundation for integrity monitoring

- **Understand Current State**
  - Review written documents
  - Understand sub-grant award, terms, and conditions

- **Assess Risks and Performance**
  - Perform risk assessment
  - Evaluate project performance

- **Review Processes and Compliance**
  - Evaluate internal controls
  - Interview agency staff
  - Sample eligibility determinations
  - Review disbursement of funds
  - Follow up on funding decisions

- **Identify Opportunities**
  - Facilitate exchange of ideas
  - Identify present and future needs
  - Promote cooperation and communication
  - Conduct on-site monitoring visits

General Tasks

- **Risk assessments** – An initial risk assessment can be developed specific to the Using Agency (a governmental body of the State that is a recipient of COVID-19 Recovery Funds) and business processes associated with the Using Agency. The Deloitte Team has a customizable risk assessment tool including standard Federal grant funding risk indicators in our Subrecipient Monitoring Risk Toolkit. This information can be used both as an initial assessment and updated to be used on a periodic basis. These risk assessments can be used to focus our integrity monitoring where the highest risks lay. The Deloitte Team
has a Risk Assessment tool that includes operational risk factors, compliance risk factors, and manual override categories (for instances or reports fraud) that can be modified based on your needs.

- **Evaluation of project performance** – Through a review of existing documentation and interviews with Using Agency representatives as required, the Deloitte Team can evaluate current performance of specified projects against project and funding deadlines. To standardize evaluations across projects, the Deloitte Team can develop an evaluation template and report on this information in final quarterly reports to the State.

- **Evaluation of internal controls** – Internal controls are critical to the reduction of fraud and maintenance of proper processes. The Deloitte Team can review existing controls documentation against the Federal, State, and Local regulations and identify potential gaps for further investigation. We have developed customizable processes and templates, which use the Compliance Supplement issued by the Executive Office of the President and Office of Management as the framework, and break the information down into digestible, readable information for both the State and Using Agencies.

- **Compliance with sub-grant award, general terms, and special conditions** – Based on the award stipulations set forth in grant agreements, the Deloitte Team can review sub-grant awards and supporting documentation for alignment with general terms and special conditions with the specific grant program. As there are dozens of funding sources available through CARES Act funding, each one of these will require its own unique review, the most intensive of which will be the duplication of benefits check against other funding sources.

- **Review of written documents** – In preparation for the detailed category tasks, the Deloitte Team can review existing documentation including quarterly financial and performance reports, recent audit results, formal communications, prior monitoring reports, pertinent performance data, and other reports. These reviews can be used to provide intel into the overall initiative, a solid foundation for strategies built with recovery in mind and give additional insight to help the Deloitte Team focus on areas of higher risk.

- **Interviews of agency staff** – Based on reviews of existing documentation and the items described above, the Deloitte Team can tailor interviews with agency staff to dive deeper into areas of question or potential risk. This can help us identify relevant background information, the right points of contact, sources of documentation, and areas of focus for the detailed category tasks. We have proposed staff who are trained in interview techniques to help determine if program objectives are being met in an efficient, effective, and economical manner. In these interviews it is important to ask both about the status quo, but also to understand the history of the Using Agency for context purposes and to understand how information is communicated internally.

- **Sample of eligibility determinations** – Eligibility determinations should be documented with supporting justification. The Deloitte Team can sample determinations for alignment with grant application requirements and for appropriate justification for determination. It is important that the supporting documentation provided satisfies both the State and Federal requirements. In our experience, procurement and cost reasonableness are the two areas with the most nuance. the Deloitte Team has prepared step-by-step guides for reviewing procurement and developing supporting documentation for cost reasonableness in a time of emergency. It will be important to review the supporting documentation provided against these standards.

- **Evaluation of files related to disbursement of funds to assess expenditure timeline** – The appropriate disbursement of funds is important both to the State to avoid overallocation and to the Using Agencies to possess the funds to complete their projects. the Deloitte Team can review documentation related to
planned disbursement of funds and review that against actual expenditures to assess the timely disbursement and expenditure of funds.

- **Determining retention of appropriate documentation** – Upon review of Federal and State requirements, the Deloitte Team can develop a checklist for documentation required to be retained highlighting the specific time frames that the documentation should be retained. This checklist can serve as an efficient way to not overlook documents, and quickly report findings. The Deloitte Team can be able to review the Using Agency’s available documentation and record retention policy to determine compliance with these regulations.

- **Follow up regarding funding decisions** – Similar to the eligibility determinations approach, the Deloitte Team can follow up on funding decisions that may appear questionable or to retrieve missing information and specifically for decisions designated as emergency situations.

- **Facilitating exchange of ideas for operational efficiency** – The State has a unique opportunity through this engagement to understand how various Using Agencies carry out their management processes. As the Deloitte Team executes various projects, we plan to develop a lesson-learned register to track leading practices and areas for improvement. This register can be leveraged to share leading practices both internally and externally to support operational efficiency.

- **Identify present and future needs** - The lessons learned register described in the section above can also facilitate definition of present and future needs. Each touchpoint can help us better understand if current processes are adequate or if there are trends in the grant management process.

- **Promote cooperation and communication** – We have found that coordination between the State, its consultants, and the Using Agencies to be critical to the successful tracking of grants. We can work with the State to store our engagement documentation and corresponding reports in a State-owned central repository that can be accessed by other integrity monitors. With proper folder structure, documentation can be organized based on Using Agencies to allow required personnel proper access. In addition, the Deloitte Team can be able to provide updates in weekly meetings with the State to provide additional insight.

- **Conducting on-site monitoring visits** – In addition to the general tasks above, the Deloitte Team is prepared to conduct monitoring visits. These visits are able to be performed both remotely and/or in-person depending upon the needs of the organization and the Local safety restrictions in place. These monitoring visits will provide additional information to the State on the internal controls in place at visited Using Agencies. the Deloitte Team is able to customize our SRM Toolkit to provide template communications and tools to track information received from these visits.

### Categories 1 through 3

Additional information on the approach associated with the specific tasks assigned to categories 1 through 3 can be found in Section 3.A Management Overview. Deloitte is prepared to perform tasks in each of the three categories.

### Contracts with Similar Services

Deloitte is pleased to provide specific references related to our performance history. These experiences in Program and Performance Monitoring, Financial Monitoring & Grant Management, and Integrity Monitoring & Anti-Fraud showcase how State and Local government entities have continuously trusted Deloitte after complex emergencies and disasters. We work with Federal, State and Local governments to implement recovery grant and related funding
for many types of emergencies and disasters, including the COVID-19. We understand the requirements that New Jersey will navigate during the disbursement of COVID-19 Recovery Funds.

The Deloitte Team has offered 14 unique client examples that stand out among an array of disaster program support experiences in working with Federal and State government entities and provides with the unique ability to deliver the requested scope of services requested in the RFQ. Additional qualifications are available upon request.
<table>
<thead>
<tr>
<th>References</th>
<th>Funding Types</th>
<th>Program and Performance Monitoring</th>
<th>Financial Monitoring/Grant Management</th>
<th>Integrity Monitoring / Anti-Fraud</th>
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<tbody>
<tr>
<td>New York State, Division of Homeland Security &amp; Emergency Services (DSHES)</td>
<td>COVID-19 Grant Support (CARES)</td>
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<tr>
<td>State of Nebraska, Military Department and Nebraska Emergency Management Agency</td>
<td>FEMA Public Assistance, Individual Assistance, Hazard Mitigation Grant Programs (HMGP).</td>
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<tr>
<td>Commonwealth of Puerto Rico, Central Office for Recovery, Reconstruction and Resiliency (COR3)</td>
<td>COVID-19 Grant Support (CARES), FEMA Public Assistance</td>
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<td>✅</td>
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<td>Texas Division of Emergency Management, State PA Grant Administration and Management for Hurricane Harvey and COVID-19</td>
<td>COVID-19 Grant Support (CARES), FEMA Public Assistance</td>
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<td>✅</td>
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<td>Office of Management and Budget (OMB) / General Service Administration (GSA) Group</td>
<td>COVID-19 Grant Support (CARES)</td>
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<td>St. Louis County, Missouri</td>
<td>COVID-19 Grant Support (CARES)</td>
<td>✅</td>
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<td>Baylor University</td>
<td>COVID-19 Grant Support (CARES)</td>
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<td>New York State, Governor's Office of Storm Recovery (GOSR)</td>
<td>Community Development Block Grant-Disaster Recovery (CDBG-DR)</td>
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<td>State of Michigan, Office of Internal Audit Services (OIAS), Integrity Oversight Monitor City of Flint Lead Service Line Replacement Program</td>
<td>Water Infrastructure Improvements for the Nation (WIIN) Act and the Safe Drinking Water Act</td>
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<td>New York State, Department of Labor Unemployment Insurance</td>
<td>COVID-19 Grant Support (CARES)</td>
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<tr>
<td>Federal Emergency Management Agency Technical and Program Management*</td>
<td>FEMA Public Assistance</td>
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<td>FEMA Headquarters, COVID-19 Fund Oversight*</td>
<td>COVID-19 Grant Support (CARES).</td>
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<tr>
<td>Commonwealth of Puerto Rico, Damage Assessments*</td>
<td>FEMA Public Assistance</td>
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</table>

*Project is completed by ATCS, PLC

A comprehensive description of the work performed by the Deloitte Team and corresponding contract budget is included in the table below. Additional details including references, contract start and end dates, and a detailed description of services provided can be found in Section 3.D of this response.
<table>
<thead>
<tr>
<th>Contract Budget: $2.5M</th>
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<tbody>
<tr>
<td><strong>Description:</strong> Since March 2020, Deloitte has been engaged by the New York State to support development of plan methodologies, including FEMA’s Six Step Planning Process, to provide the New York State Division of Homeland Security and Emergency Services (DHSES) with guidance on <strong>Governance and Interagency Coordination, Incident Action Planning, Crisis Communications, Future &amp; Contingency Planning, Data Analytics &amp; Cognitive Risk Sensing, and reimbursement policies</strong> through the Emergency Management Planning Process. Deloitte provided DHSES with assessments of organizational roles and responsibilities, policies and procedures, current pandemic response plans, and organizational structure. During COVID-19, Deloitte performed a <strong>detailed review of current COVID-19 response structure</strong>, authorities, and roles. Deloitte assisted with a detailed benefit-cost analysis of resource transportation and assessed potential courses of action to improve resource transportation to impacted populations.</td>
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<tr>
<th>Contract Budget: $9.5M</th>
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<tr>
<td><strong>Description:</strong> Deloitte was engaged by the State of Nebraska to develop standard operating procedures for the State to enable the <strong>application and reimbursement of CARES Act Funding</strong>. The team has also developed a conceptual design of an integrated process to facilitate intake, review, and approval of funding applications and requests for reimbursement. Deloitte has also developed a <strong>comprehensive risk assessment and monitoring plan for the State’s Coronavirus Relief Fund (CRF) subrecipients</strong> and is actively performing compliance monitoring activities. Additionally, the team has developed and helped to publicize public-facing reports and visualizations to demonstrate accountability and transparency allowing the State of Nebraska to generate and submit regulatory reports to US Treasury.</td>
</tr>
</tbody>
</table>
Contract Budget: $90M+

**Description:** Deloitte was engaged by the Governor’s Office of Homeland to support monitoring activities of FEMA’s Public Assistance (PA), Hazard Mitigation, and Homeland Security grants, as well as to support the improvement of internal controls and financial reporting, as well as enhance the use of technology, effectively close out applicants, and monitor subrecipients. In addition, the team provides technical advice and assistance to PA grantees regarding maintenance of auditable documentation and support with respect to their PA applications. Deloitte designed tools, templates, and policy for the A-133 desk review process, the subrecipient risk assessment process, and the on-site monitoring visits. Furthermore, the team led the design and implementation of a sanctions and appeals program.

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Contract Budget: $48M

**Description:** As part of a larger, ongoing two-year engagement, Deloitte has been engaged by the Commonwealth of Puerto Rico to provide Closeout services in accordance with the requirements of Title 2 of the Code of Federal Regulations. Initially, Deloitte established a risk-based, strategic approach to subrecipient monitoring, including the development and implementation of a risk assessment model to determine, based on risk scores, the frequency of site visits, remote monitoring and technical assistance. The team implemented a risk-based remote monitoring process, including the development and implementation of a tracking tool to log and maintain, by subrecipient, technical assistance provided, incoming and outgoing communications, and corrective action plan monitoring efforts. Deloitte designed and implemented risk-based processes and tools to perform subrecipient site visits and Single Audit Reports desk reviews, including reporting, and reviewing corrective action plans and monitoring non-compliance.

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Contract Budget: $12M

**Description:** Since 2018, and through multiple disaster declarations including Hurricane Harvey and the 2020 COVID-19 emergency, Deloitte has been engaged as a subcontractor to Cohn Reznick by Texas Division of Emergency Management to provide grant coordination, financial and programmatic compliance, technical assistance, and administration services to plan, organize, and monitor FEMA funded disaster awards under the PA and HMGP programs. This project has involved the largest implementation of the new FEMA Delivery Model to-date.
| Office of Management and Budget (OMB) / General Service Administration (GSA) | **Contract Budget:** $1.5M  
**Description:** Deloitte was engaged by the GSA OGP to support the Office in the rapid establishment of program management, consulting, communication, subject matter expertise and governance support for the Chief Financial Officers Council COVID-19 Working Group. |
|---|---|
| St. Louis County, Missouri | **Contract Budget:** $1.2M  
**Description:** Deloitte was engaged by St. Louis County to support their government with its COVID-19 response. The team is assisting with FEMA project formulation, liaison services, and reporting and compliance monitoring. In addition, the team is reviewing their Small Business Relief program submissions against CRF completeness requirements and their Municipalities Relief Program submissions against CRF compliance requirements. |
| Baylor University | **Contract Budget:** $334K  
**Description:** Since April 2020, Deloitte has been engaged in helping the Baylor University navigate the challenges and opportunities associated with its COVID-19 cost recovery and response efforts. Due to the compliance complexities and changing grant landscape with the COVID-19 disaster, Deloitte has been a trusted advisor to the University in identifying funding sources for cost capture, executing cost recovery efforts, and supporting compliance with Federal regulations and grant agreements. |
<table>
<thead>
<tr>
<th>Location</th>
<th>Contract Budget</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>New York State Governor’s Office of Storm Recovery (GOSR)</td>
<td>$7.5M+</td>
<td>Deloitte was engaged under a Compliance and Monitoring Contract to provide integrity and compliance monitoring for approximately $4.0 billion of Federal grant funds administered through the Community Development Block Grant Disaster Recovery program (CDBG-DR) for reconstructions and recovery from Superstorm Sandy. The team conducted integrity and compliance monitoring of grant funds used for construction activities of the subrecipient as required to allocate the subaward for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward including verifying subaward construction project performance goals were achieved. The team has completed 10 Task Orders focusing on vendor checks, construction project monitoring, and development of specific Federal grant policies and procedures. The reviews have monitored compliance and identified potential risks of fraud, waste, and abuse by third parties, including sub-recipients and engineering and construction vendors, in connection with infrastructure projects.</td>
</tr>
<tr>
<td>State of Michigan, Office of Internal Audit Services (OIAS), Integrity Oversight Monitor City of Flint Lead Service Line Replacement Program</td>
<td>$2.3M</td>
<td>Deloitte is currently engaged by the State of Michigan’s Office of Internal Audit Services to provide design and construction integrity oversight monitoring for the lead service line replacement program at the City of Flint. The scope of this engagement is to monitor the construction program to determine compliance with applicable state laws and regulations, detect fraud and misconduct, and promote leading industry practices in the expenditure of the funds appropriated for the Flint water emergency.</td>
</tr>
<tr>
<td>Federal Emergency Management Agency Technical and Program Management*</td>
<td>$45M</td>
<td>ATCS, as a member of the Coordination and Planning Partners (CaPP) team, is assisting the Federal Emergency Management Agency (FEMA) to provide technical and program management support especially in the areas of Long Term Community Recovery (LTCR), national resiliency and core capability building, and workforce and doctrine development.</td>
</tr>
</tbody>
</table>
### FEMA Headquarters COVID-19 Fund Oversight

**Contract Budget:** $1.4M

**Description:** ATCS, as a member of the Coordination and Planning Partners (CaPP) team, is assisting FEMA Recovery's Interagency Coordination Division to design and develop a public-facing resource library of COVID-19 data. This resource library will support ongoing field operations; assist State, Local, Tribal, and Territorial (SLTT) entities to avoid duplication of benefits/double-billing (by clarifying the basis for direct assistance, grants, loans, etc.); and direct FEMA's ten Regions and SLTTs to the most appropriate Federal resources in a timely manner.

### Commonwealth of Puerto Rico, Damage Assessments

**Contract Budget:** $14.4M

**Description:** For the past two years, ATCS worked side by side with FEMA and the Commonwealth of Puerto Rico to help subrecipients throughout Puerto Rico recover from Hurricanes Maria and Irma. As a subcontractor on FEMA's Public Assistance Technical Assistance Contract (PA TAC), ATCS performed damage assessments and prepared Damage Descriptions and Dimensions (DDDs) for education, water, health, energy, and housing sector agencies; developed scopes of work for repair or replacement; and calculated cost estimates for the work. ATCS estimators developed costs for single facility projects as well as fixed-price estimates for multiple facility projects under Section 428. ATCS personnel also assessed and prepared hazard mitigation proposals for improvements that are designed to increase the resiliency of facilities against future events. In addition to developing, reviewing, and processing the DDDs, scopes of work and cost estimates in the Grants Portal, ATCS staff developed processes and tools for tracking and managing the assignment of projects and the production of these products. ATCS provided training on the utilization of these tools. ATCS also provided PA SMEs and Policy Advisors to the PR JRO. ATCS's on-site Policy Advisors provided recommendations and coaching on methods for more efficient and concise project formulation and developing fixed-price cost estimates for multiple facility projects under Public Assistance Alternative Procedures (Section 428).

*Denotes work performed by ATCS, PLC*
Section 3

Organizational Support and Experience
Section 3: Organizational Support and Experience

3.A. Management Overview

Alignment to RFP: Section 4.2.2
The Bidder shall set forth its overall technical approach and plans to meet the requirements of the RFQ in a narrative format. This narrative should demonstrate to the State that the Bidder understands the objectives that the Contract is intended to meet, the nature of the required work and the level of effort necessary to successfully complete the Contract. This narrative should demonstrate to the State that the Bidder’s general approach and plans to undertake and complete the Contract are appropriate to the Tasks and Subtasks involved.

Mere reiterations of RFQ Tasks and Subtasks are strongly discouraged, as they do not provide insight into the Bidder’s ability to complete the Contract. The Bidder’s response to this section should be designed to demonstrate to the State that the Bidder’s detailed plans and proposed approach to complete the Scope of Services are realistic, attainable and appropriate and that the Bidder’s Quote will lead to successful Contract completion.

The following section details the Deloitte Team’s approach to the three categories outlined in the RFQ. The section highlights our approach as well as select examples where we have completed similar services in the past and possible tools and technologies that can be leveraged to optimize our efforts. The Deloitte Team understands the criticality of this program and the breadth of impact it will have across the State. We believe the Deloitte Team is the right fit given its Local presence, experience around COVID-19 Relief Fund programs, years of integrity monitoring experience across the nation with tested and true accelerators and templates, and support of leaders that have held government positions.

Technical Approach

Category 1 – Program and Process Management Auditing

Alignment to RFP: Section 3.1.1.1

a) Development of processes, controls and technologies to support the execution of Section 5001 of the CARES Act funded programs in compliance with Federal and State guidance, including OMB Circulars;
b) Review and improve procedures addressing financial management;
c) Workload analysis; skill gap analysis, organizational effectiveness and workforce recruiting strategies;
d) Consulting services to support account reconciliations;
e) Quality assurance reviews and assessments associated with the payments process to ensure that they are in compliance with Federal and State regulations;
f) Risk analysis and identification of options for risk management for the Federal and State grant payment process;
g) Consulting services to reduce the reconciliation backlog for the Request for Reimbursements process; and
h) Consulting services providing Subject Matter Expert (SME) knowledge of required standards for related monitoring and financial standards under Section 5001 of the CARES Act and other Federal funding, as applicable.

A) Development of processes, controls, and technologies to support the execution of Section 5001 of the CARES Act funded programs in compliance with Federal and State guidance, including OMB Circulars

Establishing strong project governance is a significant first step in creating a strong project foundation. At the beginning of our work, the Deloitte Team can review the current program governance structure and provide suggested guidance on how to optimize the program governance throughout the State.

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2 In this instance, “Audit” does not refer to an audit of Financial Statements as described in the statements on standards of attest services issued by the American Institute of Certified Public Accountants (AICPA). This engagement does not constitute an “audit” as defined by the American Institute of Certified Public Accountants. An “audit” is a defined term related to certain procedures performed on an entity’s financial statements. However, the engagement described herein is commonly referred to as a “grant management monitoring”. 
Our approach is founded on aligning the State's current policies and procedures with compliance requirements of Section 5001 of the CARES Act, including Federal guidance, State guidance, and OMB circulars with a focus on assessing and strengthening internal controls for areas with the highest exposure to risk. During this process we can pay special attention to internal controls and offer suggestions to run operations efficiently, effectively, and reliably. These suggestions may help prevent and detect irregularities, including fraud, waste, and abuse, while safeguarding grant program resources. We also focus on facilitating effective and efficient operations, reliable financial reports, and compliance with Federal and State regulations. This process can be done for regulations associated with grants where CARES Act funding was identified as applicable.

One major focus of this effort can be in reviewing the State procurement policy. In our experience, failure to properly procure contracts and resources is one of the frequent causes of deobligation of funding from audits performed by regulatory bodies. Reviewing the State's current procedures for procurement and how they compare to the policy and grant requirements, not only in exigent circumstances, but also for future contracts, is an important first step to mitigate future risk of deobligation.

In addition to processes and controls, we work with the State to review their current technology systems in place for tracking expenses and retaining documentation. We can review the systems to determine whether the data being stored is:

- **Sufficient**: To conduct cost assessments, track cost estimates, track project progress and provide an audit trail
- **Complete**: To tell the full story of the expenses from procurement through proof of payment
- **Consistent**: To resolve inconsistencies among the different sources

Once the data is collected, it must be retained for the required duration associated with each type of grant funding according to the most restrictive of the Federal, State, and Local requirements. It is a leading practice for this information to be properly stored, organized, secured, and in a machine-readable format.

Once these processes and system changes are approved by the State, the Deloitte Team can assist with developing trainings, quick reference guides, and easy-to-follow flow charts to disseminate the information to applicable departments and personnel. This can create uniform work products, reduce risk, and provide consistency in staffing transitions.

**B) Review and improve procedures addressing financial management**

Good financial management practices are foundational for an effective grant management program. The Deloitte Team has developed tools, processes, and templates to review funds distributed through the CARES Act for compliance with applicable laws, policies, and guidelines. These tools can be utilized for grantees and subrecipients of all levels. The tool is broken down by the Office of Management and Budget (OMB) Compliance Requirements, including the cash management principles.

In addition, the Deloitte Team has accountants and internal controls specialists able to provide recommendations based on the Government Office of Accountability (GAO) Greenbook, including its Internal Control Management and Evaluation Tool.

Through informational interviews, process and procedures reviews, and deliverable reviews, the Deloitte Team is able to review the processes that the State is already using and create a list of possible improvements in order to increase efficiency and effectiveness of the financial management processes.
C) Workload analysis; skills gap analysis; organizational effectiveness and workforce recruiting strategies

The Deloitte Team is prepared to perform a workload analysis and skills gap analysis, as well as the effectiveness of the organization and the workforce recruiting strategies.

<table>
<thead>
<tr>
<th>Workload and Skills Gap Analysis</th>
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<tr>
<td><strong>Objective</strong></td>
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<tr>
<td>Workload Analysis</td>
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<td>Skills Gap Analysis</td>
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<td>Organizational Effectiveness</td>
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<td>Workforce Recruiting</td>
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D) Consulting services to support account reconciliations

In order to support account reconciliation, the Deloitte Team takes into consideration the full lifecycle of the expenses associated with CARES Act funding. It can be important to show where the money was spent and to show that any reimbursements went back to the same account. Mindful reconciliation of accounts can provide a story of the funding and can minimize the risk of duplication of benefits.

The Deloitte Team can assist the State with these account reconciliations. The team we have assembled is comprised of accountants, as well as grant management specialists who have reviewed account internal controls during Subrecipient Monitoring processes on.
CARES Act and other Federal Grants. These two sources of knowledge together can help to create an efficient and effective reconciliation process.

In order to begin procedures to track and reconcile payments and related expenses, the Deloitte Team can take the following high-level approach:

![Diagram: Payment reconciliation process]

The first step can be to meet with the finance team currently performing the reconciliations to understand the current steps taken, account structure, and internal controls in place. With this information, the Deloitte Team can provide recommendations to enhance the reconciliation process, and/or to assist in a more hands-on way as decided upon.

E) Quality assurance reviews and assessments associated with the payments process to ensure that they are in compliance with Federal and State regulations.

The Deloitte Team has experience in conducting assurance reviews and assessments pertaining to payment processes. We are able to identify numerous opportunities to enhance efficiency and effectiveness, improve compliance with Federal regulations, and accountability and reporting of program funds. The Deloitte Team can reassess the State’s procedures and align them with grant program policies, goals, objectives, with a focus on strengthening internal control procedures for areas that have exposure to risk. We can work with the State to establish new processes and technologies and include an express payment system, an expense review tool, a subrecipient monitoring program, and a close out audit process.

Project Spotlight

Deloitte helped the States of New York, Louisiana, Colorado, Texas, and the Commonwealth of Puerto Rico administer and oversee Federal assistance programs and conducted reviews in accordance to CARES Act, the Treasury guidances, and 2 C.F.R Uniform Guidance.
The assessment of payment processes can include the review of funds disbursed to requests for reimbursements, subrecipient expenditures, and drawdowns from FEMA to identify improper payments. This process easily leverages our reconciliation templates that have been developed and refined from usage in the field and compatible with established data elements available in information systems such as a project tracking system and FEMA’s SmartLink system. A checklist of review would test for key risks such as procurement compliance, labor rate compliance, appropriate supporting documentation, proper identification of allowable costs, calculation errors, the appropriate parties with sign-off authority, and various other process steps. This analysis can help in identifying areas to further investigate in better understanding anomalies.

F) Risk analysis and identification of options for risk management for the Federal and State grant payment process.

The Deloitte Team can help the State with the risk analysis to help identify areas of risk impact and identify appropriate sampling methodology to mitigate potential liability. We approach the risk analysis through a four-step methodology to assist the State in meeting performance goals, maintaining compliance with Federal and State requirements, and minimizing the risk of future claw backs.

<table>
<thead>
<tr>
<th>Methodology</th>
<th>Activities</th>
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<tbody>
<tr>
<td>Gather Data</td>
<td>• Standardize unique identifiers for individual subrecipients across Departments</td>
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<tr>
<td></td>
<td>• Review existing qualitative and quantitative risk information to help ensure it is measurable and available</td>
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<tr>
<td></td>
<td>• Request related information (i.e. Management decisions, A133 audit findings, etc.)</td>
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<td>• Categorize data by Risk Factor (Financial, Operational, Compliance)</td>
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<tr>
<td>Host Workshop</td>
<td>• Review, with key stakeholders, available data points across programs (can be virtual)</td>
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<td></td>
<td>• Select data points to be used as “Risk Indicators” in the risk assessment for each “Risk factor”</td>
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<tr>
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<td>• Weight the risk Indicators by impact and likelihood and align to Risk factors</td>
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<tr>
<td></td>
<td>• Weight the risk Factors based on impact to CRF funding</td>
</tr>
<tr>
<td></td>
<td>• Select statistical sample sizes to be used during actual monitoring execution</td>
</tr>
<tr>
<td>Run Assessment</td>
<td>• Run the analysis in an excel based model using the weighting factors discussed</td>
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<tr>
<td></td>
<td>• Review output of subrecipients from each risk profile (High, Moderate, Low)</td>
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<tr>
<td></td>
<td>• Modify as necessary</td>
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<tr>
<td>Select Sample</td>
<td>• Determine total count of subrecipients to be monitored (constraints are time and resources)</td>
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<tr>
<td></td>
<td>• Select Distribution between High, Moderate, and Low risk pools (from Risk Assessment)</td>
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<tr>
<td></td>
<td>• Review of subrecipient types (State agencies, PNP, Commercial Entities)</td>
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</tbody>
</table>

To understand how the State seeks to integrate the risk analysis already performed by each department, we would work with the State to understand if there is a desire to:
1. Perform a comprehensive risk analysis framework to overlay the individual risk analysis already performed by the individual departments to assess aggregate risk of a subrecipient across pass-through entities; or
2. Review all programs or a sampling of the grant programs for the selected subrecipients selected via the departments individual risk assessment processes.

As part of the risk assessment, it is also important to determine how expenditures within those programs may be sampled for monitoring review. While various sampling methodologies are available (simple random sampling, attribute sampling, stratified sampling, monetary unit sampling, and others). Based on our experience, a **risk based stratified expenditure sampling is most appropriate** as it incorporates quantitative factors such as the dollar value of the expenditures as well as qualitative factors that are tied to the risk assessments such as the classification of the subrecipient (PNP, State, Other) or the associated reimbursement type (Cash advance, reimbursement).

The output of an effective risk management plan are the observations, recommendations, and corrective actions that are communicated back to the recipient or oversight agency in order to make the appropriate modifications to grant administration activities. This addresses the risk assessment by providing coverage of the applicants selected and reviewing the grants, expenditures, and activities that were used to build up to the level of risk assigned to any specific subrecipient.

**G) Consulting services to reduce the reconciliation backlog for the Request for Reimbursements process.**

The key to reducing backlog growth is closing this gap. Our approach would include assessing the State’s expense review process as it exists today, understanding how the process has changed, and exploring, with the State’s participation and consensus, a variety of options to address the structural gap in expense processing throughput. Such options might include (but are not limited to):

- **Adopt “Bright Line” Approval Standards:** Establish a clear separation of duties between Grants Management and Finance, removing the workflow step of Finance Document Review. Split RRFs into in-scope, out-of-scope, and cost overrun components, accepting only expenses that are eligible, obligated, and in-scope.

- **Version Management:** Work with the State and FEMA to develop a more effective approach for managing the PW versioning process. This option could leverage the Correspondence and Tracking System (CTS) to improve collaboration.

- **Standard Procedures for Moving RRFs Between PWs:** The post- Express Pay System (EPS) expenses held in the backlog needed to be moved to another PW (generally caused by consolidation/splitting of PWs). Creation of simple, standardized procedures for moving expenses between PWs prevents them from getting “lost in the shuffle” and contributing to the backlog.

- **Cost Analysis Tool:** Another common issue within the backlog are expenses requiring cost analysis; however, Applicants struggled with how to perform cost analysis and supply acceptable documentation to their DRS. A tool and set of guidelines to distribute to Applicants would assist them in performing cost analysis and establishing reasonableness, allowing staff to take timely and decisive action on these backlog expenses.
• **Missing Documentation:** A common issue with backlogged expenses is missing documentation required to process the expense. Enforcement of a published grace period for expenses before reviewing them down to a $0 balance addresses a substantial portion of backlog growth.

To provide consulting services to reduce the reconciliation backlog, the Deloitte Team can start work in tandem with the staff, Leads, and Applicants to give us distinct insights into some of the complex issues that cause expenses to become delayed on a long-term basis, and the challenges faced by the State's staff in resolving them. By going one step further to develop solutions we can work along with the State to create standards for processing expense reimbursements and train staff in how to effectively identify and problem-solve common issues that contribute to the backlog. This may address some of the larger, structural issues that create backlog. Additionally, the Deloitte Team can work with the State to drive change management within the organization and take steps so that appropriate stakeholders are present to participate in the transformation process.

Through our approach the State has the potential to permanently reduce the backlog that exists today, as well as create procedural infrastructure to avoid generating a backlog in future disaster recovery scenarios.

**H) Consulting services providing Subject Matter Expert (SME) knowledge of required standards for related monitoring and financial standards under Section 5001 of the CARES Act and other Federal funding, as applicable**

In addition, the Deloitte Team has served clients around the country to assist with their COVID-19 funding and distribution processes. This team of people also share a weekly call together to discuss new regulation, specific nuances, and to get perspective from the team who is in contact with government personnel in Washington DC. As new guidance is released, it is distributed to this core team and team members are given the opportunity to ask questions about how this will affect our individual clients. Through these conversations, the Deloitte Team has come to know the common challenges and has built out processes and templates which allow for consistent, repeatable, and customizable assistance for our clients.
Category 2 – Financial Auditing and Grant Management

Alignment to RFP: Section 3.1.1.2

A) Plan, implement, administer, coordinate, monitor and evaluate the specific activities of all assigned financial and administrative functions. Develop and modify policies/procedures/systems in accordance with organizational needs and objectives, as well as applicable government regulations.

- Provide technical knowledge and expertise to review and make recommendations to streamline grant management and fiscal management processes to ensure accountability of funds and compliance with program regulations.
- Provide tools to be used by agencies for the assessment of the performance of the financial transaction processes.
- Monitor all grant management, accounting, budget management, and other business office functions regularly.
- Provide and/or identify training for staff in the area of detection and prevention of fraud, waste and abuse; and
- Ensure compliance with all applicable Federal and State accounting and financial reporting requirements.

We can conduct a persistent and diligent 360-degree review.

There are two components to the monitoring process for financial and administrative functions funding that make for a 360-degree review. First, there will be the process of monitoring the State's processes, procedures, and controls. Second, based on 2 CFR §200.331, the State will need to meet the requirements for monitoring grant subrecipients as a pass-through entity. This monitoring can be performed using the standards for internal control in the US GAO Green Book.

The Deloitte Team can customize ready-made templates to facilitate a risk-based monitoring of processes, procedures, and controls. These templates can be used for both internal and external monitoring. In addition to processes, procedures, and controls monitoring for subrecipients, the State will also need to evaluate each subrecipient's risk of noncompliance through reviews of the subrecipient's prior experience, their Single Audit reports, changes in personnel or systems, and other agency’s available monitoring reports.

Processes can be reviewed with focus on the prevention and detection of fraud, waste, and abuse. The Deloitte Team is trained in reviewing supporting documentation for duplication of benefits, insurance, conflicts of interest, time overcharging, and materials overcharging. We can work with the State's personnel to establish strong compliance processes and knowledge sharing to increase the State's organic capabilities throughout the engagement and beyond.

The Right Approach

We have learned that the key to serving our clients is by emphasizing collaboration, flexibility, and customization in our services, and throughout the relationship. The graphic below represents our service model which offers a continuum of risk-based subrecipient monitoring methods, approaches and tools, based on your needs. The process starts with a risk assessment that sets the foundation for the monitoring process.

![Figure 5: The Deloitte Team's subrecipient monitoring services](image-url)
B) Provide technical knowledge and expertise to review and make recommendations to streamline grant management and fiscal management processes to ensure accountability of funds and compliance with program regulations

Financial management and auditing processes are vital to a system that must withstand the scrutiny of third parties and comply with program regulations. The Deloitte Team offers a holistic approach that is hands-on, risk-based, collaborative in nature and flexible in execution. We have a highly qualified technical team of certified public accountants, internal auditors, risk managers, and process developers who are responsive to the demands of transparency, accountability, and risk reduction.

<table>
<thead>
<tr>
<th>Objective</th>
<th>Activities &amp; Deliverables</th>
</tr>
</thead>
</table>
| Develop a Compliant Payment Process | - Evaluate internal controls for compliance  
- Establish a flowchart identifying necessary internal controls  
- Identify how each compliance requirement is met within the flowchart  
- Establish segregation of duties  
- Document the process, controls, and compliance matrix for future oversight and audit  
- Deliverables may include a compliance matrix aligning requirements to established internal controls and payment flow charts |
### Implement a Reconciliation Process
- Establish interface with Federal and State systems
- Establish Standard Operating Procedures (SOPs) for reconciliation, data inputs, and methodology
- Develop reconciliation tool to identify and tag unreconciled items
- Deliverables may include reconciliation SOPs and reconciliation tools to track key metrics

### Integrate Financial Systems (Federal Payment, Grants, & Financial Management)
- Assess Federal and State financial and grants management systems
- Help determine software flexibility to import/export or fully integrate
- Develop automated integration strategy
- Coordinate with FEMA, State and software vendors to implement strategy
- Facilitate user testing prior to implementation
- Deliverables may include automated integration strategies, action plans, and results of user acceptance testing

### Develop Budget Process for Sources of Grant Management Funding
- Identify sources of funding (State management cost, direct administrative costs, CDBG administration and planning, and project delivery costs, etc.)
- Meet with stakeholders to project grant lifecycle as well as staff and resource plans
- Help develop actual to date and lifecycle budget projections
- Establish frequency and reporting to monitor actual cost to budget
- Deliverables may include report of available funding, projections, and reporting structure to compare budget to actual costs

Our familiarity with Federal drawdown systems (such as Smartlink) and financial management guidelines within regulations (such as 44 CFR for the Stafford Act programs, and 2 CFR 200 for financial and cost principles), can help confirm the appropriate compliance and reporting requirements that are crucial to a sustainable system.

Toward that end, we can develop appropriate guides and data architecture to document the operations of the State's finance/accounting and electronic grants management systems and can prioritize data needs to provide critical data that has a rigorous validation and cleansing process. The Deloitte Team can develop processes to help manage State management costs across grant programs by tracking funds, analyzing burn rates and the use of funds. Additionally, the Deloitte Team can also evaluate the appropriate means and schedule for data transmission (e.g., nightly batch files/real time on demand) and develop control mechanisms to validate and reconcile data sent across various systems. Through collaborative efforts, we can work to establish strong compliance processes to help prevent Fraud, Waste, and Abuse and leverage training and education to raise awareness.

**C) Provide tools to be used by Using Agencies for the assessment of the performance of the financial transaction processes**

The Deloitte Team can develop dashboard reports highlighting important elements of recovery (i.e., listing of contracts and costs, number of projects approved, dollars obligated, and dollars expended). These reports can be publicly available to create the transparency necessary to build the confidence of regulators and other interested stakeholders and have a clear understanding of the financial transaction processes.
<table>
<thead>
<tr>
<th>Objective</th>
<th>Activities &amp; Deliverables</th>
</tr>
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</table>
| Develop Management Reporting | - Evaluate current management reporting capabilities, processes, and reports  
- Identify data and reporting requirements and define end users  
- Design and develop reports  
- Report validation testing  
- Deliverables may include report roadmap, methodology and data requirements, report output indicators, report fields and functionality, report design mock-up, dashboard testing variance report (actual vs. expected results), observations listings, live report (screenshots), user guides, and reference guides |
| Data Collection | - Define and implement document retention policies  
- Establish a central document repository and a data gathering methodology to be compliant with the Federal, State, and grant reporting requirements  
- Develop a schedule to drive reporting deadlines  
- Implement controls to confirm completeness and accuracy  
- Deliverables may include document repositories, reporting calendar, documented record retention and reporting process, user guides, and reference guides |
| Agency Reporting | - Gather information and prepare and submit reports  
- Establish communication protocols with granting agency to facilitate reporting and any Federal agency audits  
- Deliverables may include reporting trackers and final reports filed in a document repository |
| Subrecipient Monitoring and Audits | - Establish and implement a sustainable risk based grant monitoring function that includes continuous monitoring  
- Establish ongoing communication with subrecipients  
- Provide technical assistance for the remediation of findings  
- Deliverables may include subrecipient monitoring plans, documented subrecipient monitoring procedures and training guides, risk assessment tools, risk assessment results, subrecipient monitoring tracker, document desk reviews, working papers, and determination letters |

Quarterly reports are a standard part of the implementation of Federal grant programs and it is important to work early on with FEMA to establish requirements, and then with subrecipients so they clearly understand reporting requirements. Additionally, the Deloitte Team can work to confirm that the data management system chosen for the grants program is capable of interfacing with the State’s financial system and the FEMA EMMIE system (the system of record for the FEMA public assistance program). The system should also maintain a permanent record of documentation that supports disbursements and complies with regulatory retention periods for the various programs. The system can provide appropriate A-133 single audit compliance at the State and subrecipient levels and can meet the regulatory requirements of the Federal grant programs to establish a solid subrecipient monitoring program. The Deloitte Team can develop appropriate risk-based criteria to help determine the focus of the monitoring process.
D) Monitor all grant management, accounting, budget management, and other business office functions regularly

There are two components to the monitoring process for CRF funding. First, there can be the process of monitoring the State's processes, procedures, and controls. Second, based on 2 CFR §200.331, the State will need to meet the requirements for monitoring grant subrecipients as a pass-through entity. This monitoring can be performed using the standards for internal control in the US GAO Green Book.

The Deloitte Team can customize ready-made templates to facilitate a risk-based monitoring of processes, procedures, and controls. These templates can be used for both internal and external monitoring. In addition to processes, procedures, and controls monitoring for subrecipients, the State will also need to evaluate each subrecipient's risk of noncompliance through reviews of the subrecipient's prior experience, their Single Audit reports, changes in personnel or systems, and other agency's available monitoring reports.

Processes can be reviewed with focus on the prevention and detection of fraud, waste, and abuse. The Deloitte Team is trained in reviewing supporting documentation for duplication of benefits, insurance, conflicts of interest, time overcharging, and materials overcharging. We can work with the State to establish strong compliance processes and knowledge sharing to increase the State’s organic capabilities throughout the engagement and beyond.

Management Reports and Deliverables for Funding Agencies
In addition to executing the grant reimbursement process, the Deloitte Team can also monitor the process and report on progress to date weekly. From a cash management perspective, these financial overview reports can include, at a minimum, identified funding sources, amounts of identified funding, submitted funding requests, approved and denied funding requests, percent of supporting documentation gathered, amount of funding received and accounted for, projected schedule for reimbursements, and total amount of funding closed out. From a management perspective, these reports can include activities completed, future activities planned, revisions, submissions and approvals, open items, identified risks, possible risks, and milestone dates.

We can assist the State in the creation of reports and metrics required by each individual grant, perform periodic reconciliations including quarterly reports, organize information needed for the Federal yearly Single Audit, and provide metrics required for Federal Funding Accountability and Transparency Act (FFATA) reports as required. The Deloitte Team can evaluate the appropriate means and schedule for data transmission (e.g., nightly batch files/real time on demand) and develop control mechanisms to confirm and reconcile data sent across various systems. Additional reports can be created as required by the State or each individual grantor.

Time Extension Requests
The Deloitte team can monitor important dates associated with each grant including date obligated, date by which the work should be completed, and date by which the grant should be closed per the granting agency. Monitoring this information can allow the Deloitte Team to provide warnings as dates are approaching in the weekly management report.

Identification of Duplication of Benefits
We can employ analytic techniques to proactively review and track costs and associated funding sources to resolve identified duplication of benefits.
**Document Retention and Documentation Requests**

Record retention guidelines can be written into the updated policies and procedures. Each new document, as well as the documents in place at the start of the grant management process, will need to be cataloged to provide the full story of expenditures incurred by the State. Records can be made available in accordance with applicable Federal and grantee standards and ease transmission to FEMA, State auditors, and other critical recovery stakeholders.

**Coordination with Granting Agencies**

The Deloitte team can assist the State in preparation for meetings with Using Agencies as well as Local, State, Federal, and other agencies. In our previous experience, this may include creating status reports, reviewing guidance to find specific regulation wording, gathering required information before meetings, creating action item lists and identifying staff to be assigned to each task, and following up on the assigned action items. The assigned liaison person will be equipped with the information found in the consolidated and centralized data repositories, the information stored in the grant management systems, and a strong knowledge of the regulations associated with each grant provided by the granting agencies.

**E) Provide and/or identify training for staff in the area of detection and prevention of fraud, waste and abuse**

Our professionals can provide the State with guidance and training to help State personnel understand program requirements and grant management processes and controls. Our defined documentation processes and templates can help confirm that the State will have the required support and audit trail available to reduce potential issues as the recovery moves forward.

Given the urgency of the FEMA disaster declaration and COVID-19 response, our training approach can be provided in rapid response. The Deloitte Team can leverage its organizational change management and communication strategy advisors and use an Instructional Design methodology to provide just-in-time delivery of effective trainings that harness adult learning principles and active learning. The Training Plan involves the following:
Training design can incorporate multiple training delivery methods and options including instructor-led, virtual instructor-led, web-based or computer-based training and simulations, job aids, quick reference guides, Frequently Asked Questions (FAQ) documents, multimedia (e.g. podcasts and videos), and blended learning approaches, based on the requirements found in the training needs analysis.

Examples of trainings and guides might include:
- Grant Management Training
- Closeout Training
- Identification of Funds Training and/or Guides
- Procurement Training and/or Guides
- Cost Tracking and Allocation Guides
- IT Systems Guides

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

The Deloitte Team is able to monitor compliance and grant performance through three different avenues: reviewing of reimbursement requests prior to submission, monitoring internal controls and reviewing data on a grant level. This process can focus on both compliance, as well as fraud, waste, and abuse. The outcomes of this monitoring can be reported on a weekly basis and incorporated into weekly management reports, as required.

The Deloitte Team can work closely with the State's staff to evaluate project worksheet submissions for compliance with Federal, State, and Local regulations. Because of the “close-as-you-go” mentality, the Deloitte Team can build inclusive packets of documentation associated with each project as the funding is being reimbursed. These packets can include supporting documentation sorted with relevant work type summary sheets, proof of payment, and procurement and cost reasonableness substantiation.
We can use our knowledge of Federal drawdown and financial management guidelines within regulations such as 44 CFR for the Stafford Act programs, 24 CFR for the HUD CDBG-DR programs, and 2 CFR 200 for financial and cost principles, to help the State confirm it has the appropriate compliance and reporting requirements that are crucial to a sustainable system. To that end, Deloitte can develop a guide detailing program reporting and deliverable requirements needed to meet State, Federal, and Local grant stipulations.

Deloitte can use our analytic capabilities to help the State proactively identify potential issues to FEMA’s and other Federal and emergency management agency’s policies and procedures to help decrease future audit findings. Visual dashboards can be developed to present compliance status as well as findings in a timely manner to help inform effective corrective actions.
Category 3 – Integrity Monitoring / Anti-Fraud

The Deloitte Team understands that we may be asked to perform investigative risk assessment, monitoring, and analytical services related to the possibility of fraud perpetrated against the State’s programs, as well as assist in enhancing the State's existing policies, processes, and procedures to include appropriate compliance systems and controls. Effective integrity monitoring requires a comprehensive fraud risk management framework encompassing a broad range of tools and methods aimed at preventing, detecting, and responding to identified risks and anomalies using measurable outcomes for ease of tracking. These objectives can require a comprehensive fraud risk assessment and monitoring driven by risk sensing, anti-fraud analytics, and forensic accounting for identifying risk exposures to be addressed through implementation and management of compliance systems and controls.

Our Program Integrity Framework, outlined in Figure 8 encompasses three principal components: prevention, detection, and response.

![Program Integrity Framework Diagram]

**Prevention**
Taking on a proactive approach that aims to identify potential fraud, waste, and abuse transactions before payment has many benefits. It stops improper payments from being paid out, which frees up the State’s resources that would otherwise be utilized in attempting to recoup those payments.
To prevent fraud, waste, and abuse, Deloitte’s approach requires marrying general prevention methods such as training, partnership building, establishing internal controls, regulations, guidance, and standard operating procedures with targeted interventions, such as advanced analytics to identify anomalous transactions and behavioral nudging to prevent dishonest self-reporting.

Detection
Current methods for detecting fraud, waste, and abuse rely heavily on business rules that look for known patterns indicative of potentially suspicious activity. However, as fraudsters evolve and develop more sophisticated strategies, business rules alone become less sufficient at detection. Deloitte’s approach complements business rules with predictive analytics and cognitive AI to uncover anomalous patterns within the data more broadly and efficiently while continuously monitoring platforms such as social media and the dark web for information that might signal suspicious behavior.

Response
Once agencies are equipped with data and knowledge acquired through the prevention and detection activities of Deloitte’s approach, they can be informed and empowered to tailor a response and take appropriate action based on their own unique set of objectives and authorities.

The Deloitte Team’s holistic Program Integrity approach facilitates collaboration and information sharing across agencies, leverages advanced analytics, and provides a risk assessment framework that looks at the payment process from beginning to end, enabling the State to be better positioned to prevent, detect, and respond to fraud, waste, and abuse more extensively and efficiently.

**A) Forensic accounting and all specialty accounting services:**

As funds are distributed there is often a need to verify that they are disbursed to the intended beneficiary or in compliance with State regulations. Deloitte offers a suite of services able to provide a deep accounting and financial knowledge, forensic accounting experience, and advanced analytic capabilities to reconstruct the chain of transactions, trades, and events. Members of our proposed team for category 3 work have experience with these service offerings.

Deloitte has multiple decades of applied experience on complex matters around the globe to help focus efforts and produce results. Our subject-matter specialists with deep knowledge across a range of industries and sectors to help the investigative team understand and interpret issues and evidence.

The Deloitte Team can deploy our investigative approach of Strategize, Gather, Analyze, Report. We can develop a detailed workflow for our investigative approach to provide consistency and efficiency in the investigative process.

The Deloitte Team can set the investigation priorities, timelines, and strategy by:

- establishing productive links among stakeholders, including regulators and counsel,
• developing an effective work plan—what evidence to look for and what specialized knowledge/experience will be needed, and

• helping the State plan the investigation by sharing relevant experience from similar cases.

We can collect and organize the facts to:

• locate, collect, and forensically preserve evidence from electronic data and physical record sources;

• help plan an interview strategy, develop interview scripts, design follow-up questions, and document interview results; and

• catalog, code, and combine data from sources to streamline information for the investigative team and support investigative analysis.

The Deloitte Team can discover what the evidence means by connecting the dots through:

• analyzing financial and other records to reconstruct critical events and transaction history,

• deploying sophisticated techniques—such as text, predictive, and geospatial analytics—to gain insight from large datasets, and

• supporting agencies and counsel to conduct background research, explore new threads, and develop case theories.

Finally, we can provide information and recommendations to remediate wrongdoing by:

• presenting investigation findings to the State and summarizing the results with support analyses in quarterly report,

• providing expert testimony across range of subject-matter domains including accounting issues, forensic evidence collection, to support legal proceeding, and

• suggesting actions to help stakeholders remediate identified subject-matter deficiencies and streamline future investigations.

Deloitte also has a scalable and replicable capability, Commercially Enabled Intelligence (CEI), to collect, integrate, and analyze open-source data and non-traditional open-source data utilizing 100+ commercial databases. The Deloitte Team can verify addresses, corporate structures, and asset ownership and search the deep web for archived news media, cached websites, and other information not available on the indexed Internet. Finally, the Deloitte Team can compile and present information gathered in a polished and succinct format to assist in the investigation. CEI data has been proven to be valuable for our clients at various government agencies. Figure 9 shows the intelligence Deloitte currently accesses through CEI.
B) Continuing risk assessments and loss prevention strategies

It is important that the State perform initial and ongoing fraud risk assessments (FRA) to understand and proactively address risks associated with its subrecipient monitoring program. FRA are meant to give stakeholders a broad view of their programs to help identify where risks and vulnerabilities exist with respect to fraud deterrence and detection, controls, regulatory compliance, and other areas.

As the pandemic results in the increased administration of benefits to assist the recovery, it is important that the State understand where they are most vulnerable. During an FRA, the following two key areas should be assessed:

- a. Determine which subrecipients have the highest fraud risk
- b. Within high-risk subrecipients, identify specific fraud risks and how can they be mitigated

An FRA should include several layers of analysis, and should be grounded in a focus on actors, rather than processes. This distinction considers the balance between protecting against fraud and establishing barriers to access or entry. The State should intake the required data sources for aggregation, analysis, and visualization. Using risk-sensing tools and information gathered from interviews and documentation reviews, the State should analyze the intake data to identify trends and patterns that might be indicative of aberrant behavior or larger vulnerabilities within the process. The State should turn these outputs into interactive visualizations that help stakeholders consume and interact with the data to help them make informed decisions on potential mitigation strategies.

Based on the results of the FRA, program maturity and the resources available, the mitigation plan should include a diverse set of activities. The plan should also include general actions applicable to the population of stakeholders, such as policy changes, education and outreach, a hotline, and new internal controls. The plan can also include targeted actions that are implemented based on risk, including audit, investigation, and behavioral nudging. Another crucial outcome of the FRA can be ideas on new fraud risk indicators that should be built to identify current bad actors and prevent future aberrant behavior within the State's programs.
C) Performance and program monitoring and promotion of best practices as applicable to each Letter of Engagement issued under this Contract

Performance and program monitoring are important components of an overarching program management methodology that represent the umbrella under which all other tasks in the delivery model are governed. It serves as the connective mechanism that ties together program objectives, activities, standards and stakeholders in a manner as to achieve the overall goals of the program; in this case, the delivery of COVID-19 recovery funds. For the expenditure of COVID-19 recovery funds to be successful, program management, with proven framework around performance and program monitoring, must be delivered with a sense of discipline and standardized operations across multiple workstreams. As such rigor becomes institutionalized over time, a steady state emerges that allows for ongoing delivery with general predictability, reliable outcomes and informed stakeholders.

Our approach to program monitoring is based on the Project Management Body of Knowledge ("PMBOK") framework and is then customized to specific client environments and program objectives. We can align the State's best practices to PMBOK to enhance program effectiveness, reduce project risk and effectiveness through the use of tested processes, tools, and templates. Our approach can allow the COVID-19 Recovery Program to comply with Federal Office of Management and Budget (OMG) guidance, and with processes and toolsets, to obtain high-quality outputs on schedule and within budget.

Deloitte's can establish a Results Management Office (RMO) that can provide a framework for the achievement of program objectives and alignment of project management activities to the program level through an increased focus on strategic outcomes with strong emphasis on performance and program monitoring. The RMO focuses on value and outcomes and provides a standard and repeatable approach to program management, performance and program monitoring, broken down into four components, as depicted in Figure 10. The RMO links smart choices working from the top level of organizational drivers down to the granular details of project implementation. The processes are customized and tailored to the requirements of the program, guided by specific performance metrics and the nature of the organization.

Managing Programs: the following sections describe how our RMO can be used to provide the appropriate governance, planning, and execution throughout the life of the COVID-19 Recovery program.

**Performance Monitoring:** From day one, our governance model can establish layers of authority for strategy development and escalation of issues to confirm that mission-facing activities at the project level align to the program strategy. The project charter can group relevant stakeholders and set a regular meeting schedule such that day-to-day managers meet frequently (e.g., weekly), stakeholders responsible for oversight meet to discuss escalated issues (e.g., monthly), and program leadership meet based on further escalation (e.g., quarterly).

To promote operational excellence, the Deloitte Team can track performance using performance metrics and measurement tools such as Balanced Scorecard (measures effectiveness in terms of outcomes, process, talent, technology, and resources), Indexing (provides numerical scale for comparison against benchmarks and statistical measures of change across multiple data points), and Logic Modeling (creates a program framework that prioritizes strategic and operational goals and objectives). Deloitte can collect performance data, compare data to performance targets, and develop performance reports for review with State leadership. Performance review meetings can allow State leaders and staff to discuss performance metrics and use information to make decisions...
to course correct or reprioritize programmatic investments. Additionally, the Deloitte Team can coordinate periodic risk reviews to assess compliance with Federal law and OMB guidance, and to confirm alignment with State processes, procedures and quality standards.

**Program Monitoring:** Our RMO approach provides a standard framework of templates and toolkits for program plans, schedules, financial reporting dashboards, measurement approaches, and stakeholder communications. This can provide the structure and tools needed to promote efficient monitoring of projects and actionable check-ins with senior leaders to confirm objectives are being met and issues are addressed in a timely and appropriate manner.

The Deloitte Team can develop a program plan, schedule, and a benefits dependency network to identify linkages across process changes, agency objectives, stakeholders, and the COVID-19 Recovery Program's mission. Taken together, these can allow the Deloitte Team to establish a method of monitoring and tracking progress toward achievement of objectives down to the project level. The Deloitte Team can also meet regularly with stakeholders to review workloads and confirm/adjust priorities and establish a Schedule Performance Index (SPI) measuring efficiency of progress across projects and regularly review progress against these metrics to confirm requirements are being met. Additionally, we can update and maintain the Integrated Master Plan and Integrated Master Schedule, as well as flag interdependencies and budget impacts of individual projects.

**Execution:** The Deloitte Team can monitor progress of execution through data collection and analysis and communicate progress through regular and ad hoc meetings with the State to review open projects, identify risks/issues and mitigation strategies/resolutions, and review/validate work packages. A Quarterly Status Report (QSR) can provide a formal review of project financials, schedules, status of deliverables, and risks. Particular sensitivity can be paid to “technical”, “schedule” or “price” risks, and high-probability or high-impact risks can be elevated as soon as possible so that corrective actions can be identified. Information can be stored in electronic format, such as Access, SharePoint, or a service management tool of choice (e.g., Service Now). Additionally, the Deloitte Team can develop rating scorecards before each regular meeting, record meeting notes, and provide regular updates on action items.

**Governance:** Deloitte's project management approach leverages the Deloitte Team’s experience managing similarly complex engagements across multiple Federal and State agencies, to execute our established project management method, Project and Integration Management (PIM) (see Figure 11). PIM includes an integrated, adaptable method and toolset that promotes effective management and positive project-level outcomes. The steps highlighted in the PIM can be customized after conversations with the State as applicable to each Letter of Engagement issued under this Contract.
D) Prevention, detection and investigation of fraud and misconduct

Fraud and financial crime detection and investigation decrease the risk of incorrectly distributed funding. The Deloitte Team has programmatic solutions to identify and mitigate the risk of fraud through controls and proper vetting of those who transact with the client, including:

- Third Party/Vendor Vetting
- Grant Applicant Vetting
- Fraud Risk Assessment
- Program Integrity Strategy Maturity

**Predictive Analytics and Risk Scoring**

Continuous monitoring allows programs to operate as intended and decreases the chances of fraudsters exposing or exploiting system vulnerabilities. Deloitte implements rules-based detection/monitoring systems that flag items, transactions, or risks that do not conform to the standards of the program. Examples of previously designed customized systems include:

- Medicaid & Medicare Fraud Monitoring
- Improper Payments
- Grant Benefit Integrity
- Continuous Third-Party Risk Monitoring
- Target Prioritization and Lead Generation
- Fraud Monitoring Implementation and Support

The frameworks of these systems can be customized to support the State’s needs as Task Orders are written.
To support fraud investigations, the Deloitte Team can assist in analysis of the potentially fraudulent claims. We can assist in determining if the potentially fraudulent claims are a part of a scheme, the type of scheme, the size of the scheme, and which law enforcement agencies should be included in the referral package. Our Team’s fraud analyses consist of, but are not limited, to the following:

- reviewing adjudication notes and documents
- gathering third party information
- documenting inconsistencies, and
- comparing information across claims.

The results of the fraud analysis can either be returned to the adjudication team or packaged for referral to law enforcement.

The fraud analysis can identify new patterns of fraud. As this happens, the Deloitte Team can define the pattern, select example claims that match the pattern, and deliver the description and analyze patterns of the scheme to determine future improvements for detecting fraudulent claims. We have extensive experience with creating and modifying analytical rule sets specifically for related monitoring.

In addition, based on the outcome of the fraud analysis, a deliverable can be assembled and prepared for referral to the appropriate agency(s) including a written summary of suspicious occurrences of fraud waste and abuse. With this information, the law enforcement agencies can more quickly advance an investigation and navigate the judicial process.

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

Controls are a fundamental element within compliance risk management and correct execution of controls is key to reducing risks.

Regarding potential non-compliance, the Deloitte Team can document the results of reviews in either a report or letter and distribute to both the subrecipient and the State. The reports can include the results of the review, the recommended corrective action(s), and a proposed timeline for the recommended corrective actions. These reports can be submitted after conclusion of each review.

Additionally, the Deloitte Team can track outstanding corrective action(s) identified through each of the components of the subrecipient monitoring program, including, but not limited to, on-site visits, desk reviews, and monthly report monitoring, and can continue to follow up with subrecipients, as required, until issues are resolved and closed out. We can prepare and distribute follow-up reports or letters, as required, to document the communication with subrecipients as well as the final resolution. We can keep the State apprised of these issues and their disposition. We can prioritize the issues that relate specifically to high-risk or high-visibility considerations such as eligibility, internal control environment, procurement, contracting, reporting, and any other requirements set forth by the CARES Act, 2 CFR 200 or the State.
Additionally, Deloitte can monitor execution of the project regularly to verify that the project goals and objectives are met. Weekly status meetings can be conducted with the appropriate stakeholders to communicate current project status and issues, and to mitigate risks and resolve issues:

- Status Reports to convey to management information regarding actual progress compared to planned progress, generating variance and exception reports. We can supplement the reports with brief written commentary about the work in progress, planned work and key issues.
- Issue/Risk Management Reports to provide status and trend data pertaining to issues and risks identified during the project. Logs depicting status of individual issues/risks and summary reports highlighting total open and resolved issues/risks can be included.

**F) Provide data management systems/programs for the purpose of collecting, conducting and reporting required compliance and anti-fraud analytics**

It is important for the State to consider from a suite of technology families with a broad range of capabilities to achieve its oversight, monitoring and anti-fraud mission. Fundamentally, these services can enable the State to establish an operating model that can facilitate multi-agency collaboration and coordination for shared intelligence and oversight readiness support. Based on Deloitte’s experience in using these technologies at Federal and commercial clients, we have provided our point of view (POV) on the factors that the State should consider for each family of technology to provide the State the ability to select the tools. These services would be procured through in-depth conversations with the State and pending the State's decision on the choice of specific technology to be deployed. The services are described in Table 1. The green text in each of the tables identifies Deloitte Technology-Enabled Managed Services that are discussed further in this section.

**Table 1: Summary of Technology Families**
Vendor Requested Advantage to Competitors, Vendor Requested Trade Secrets and Proprietary Commercial Information
The State would benefit from new and emerging technologies that could be managed by Deloitte Specialists that provide a range of capabilities by adopting technology-enabled managed services. These services enable foresight and agility by providing the State with a dynamic view of the rapidly changing FWA landscape and assist the State in promoting transparency and conducting oversight of COVID-19 Recovery funds. The State should consider implementing technology provided as a managed service to reduce cost, time, for implementation and burden on program staff.

**Reduced cost:** Purchasing a multitude of data collection/analysis applications is not cost effective. Managed services providers have negotiated rates with third party aggregators to increase the volume of data and thus the accuracy of insights for the State.
**Beating the Contract Lifecycle:** The market for data collection/aggregation is rapidly changing. Managed services use scale and leverage to spread total costs of the platform ingesting data from a variety of third-party data aggregators and continually evaluates leading providers and can procure new vendors as better collection/analysis sources come to market. Customers purchasing these products themselves will typically wait out their contract lifecycle before evaluating new collection/analysis providers, causing a gap in capability generation.

**Analytics Intellectual Property (IP):** Highly qualified managed service providers have leveraged leading practices and experiences to develop proprietary algorithms to detect FWA. If the State was to purchase individual products, a State personnel would need to develop these themselves. This increases the time it would take for a client to effectively generate insights that would otherwise be turnkey when a client purchases the managed service.

**Analyst Subject Matter Specialist and Resource Allocation:** Managed service providers can deploy dedicated skilled technologists, data scientists, and analysts to collaborate with the State to effectively identify emerging program integrity risk trends. Leaning on an external provider to provide subject matter specialist support would allow the State to focus its core mission to promote transparency and conduct and support oversight of COVID-19 recovery funding.

As the State evolves, it could use these tools and services to transition from being an oversight and accountability organization to a center for data mining and a repository for analytic capabilities. Below is a description of these technologies and its intended capabilities.
Level of Effort

The level of effort for each engagement can be determined based upon the specifics of each individual Letter of Engagement. Prior to beginning work on each engagement, stakeholders can assess the needs and create a timeline based on information available at that time. The detailed plans and proposed approach can be built to complete the Scope of Services are realistic, attainable, and appropriate.

Based on the engagements signed, the Deloitte Team can utilize our deep bench strength to determine the right staff for each engagement. Deloitte and ATCS have many team members trained on grant management; fraud, waste, and abuse; and internal controls reviews.
3.B. Contract Management

This project has inherent complexities because of the ever-changing landscape of COVID-19 and the State’s many stakeholders. The Deloitte Team has proposed a pool of three potential program managers with experience related to all three categories of the RFQ. As requests for engagement are issued we will identify the right Program Manager to serve as the day-to-day point of contact for the client, overseeing the relevant categories of work, as well as general tasks, and making sure engagements are appropriately staffed, on track, and in alignment. Program Managers includes CPAs and certified Project Management Professional with deep experience in program management, grant management, and integrity monitoring. Importantly, the Program Managers have experience leading crisis response programs and can manage the complexity of multiple engagements with different workstreams and stakeholders involved. In addition to the Program Manager leadership, Deloitte plans to have category-specific Project Managers available to lead individual engagements in each category of work based on their area of knowledge. Close coordination between our Program Manager and the Project Managers can facilitate consistency from engagement to engagement, and standardized reporting to relevant stakeholders.

Engagement Logistics

As engagements are issued under this contract, Ryan Foughty, our engagement leader, will work with the appropriate Program Manager to designate a Project Manager and develop a workplan. The Deloitte Team will have access to over 50,000 people available to meet the State’s needs. Ryan will oversee the Program Manager and all engagements with the State. He will serve as the point of contact for programmatic questions and attend briefings as needed. Like the Program Managers, we have identified a pool of proposed Project Managers so that the process of identifying Project Managers does not need to be repeated for each engagement. The workplan can include a detailed schedule, project team organization, deliverables, and requirements for reporting. With experienced leadership including our Engagement Leader, Program Manager, and Project Manager, and a deep bench of professionals, we are confident that we can successfully staff and execute multiple engagements in short order.

Each Project Manager can have their own daily and weekly meetings with their core team, and the full team can have multiple touchpoints each week for coordination purposes. Understanding the uncertainties around working virtually or at client sites, the Deloitte Team can be flexible and adapt based on need. Using technologies such as Microsoft Teams, Sharepoint, and Zoom, the Deloitte Team members will maintain open lines of communication and organization of documentation and work products. This can also support flexibility with the cadence for meetings with the State and Using Agencies. As described below, we intend to at least have a weekly touchpoint with the client but can increase the cadence if needed.

Communication Approach

The designated Program Manager will serve as the main point of contact for the State Contract Manager. In close coordination with our Engagement Leader, the Program Manager will lead required meetings, presentations, and weekly status updates coordinated by a member of the Deloitte Team. At the commencement of each engagement, the Program Manager will organize a kickoff meeting to review the workplan and cadence for meetings and status updates. The kickoff meetings will include representatives from the State including the State Contract Manager as well as representatives from the Using Agency.
Each Using Agency will have its own point of contact as well. This person will be either a Project Manager or Supervisory member of the team depending upon the requirements of each individual Letter of Engagement. The Program Manager will continue to be available for specific questions and situations as they arise.

**Reporting Plan**

Typically, we provide weekly project status updates in a standardized report template. These status reports include milestone dates, progress of activities from the past week, upcoming activities, key risks and proposed mitigation strategies, and open items for discussion. We have found that these predesignated time slots with our clients allow for a go-to space for open items to allow the Deloitte Team to continue working efficiently.

In addition to the weekly status reports generated for each engagement, the Deloitte Team will develop quarterly report deliverables. As prescribed in the RFQ, the Deloitte Team will develop a draft quarterly report on the last day of the quarter followed by a final quarterly report. The quarterly reports will detail services rendered during the quarter along with any findings of note. We understand these reports may be shared with the Governor’s Disaster Recovery Office, the Senate President, Speaker of the General Assembly, the Attorney General, and the State Comptroller, the reports will go through a rigorous review process that includes Deloitte’s Quality and Risk Management office, the engagement leader, and the State’s Using agency.

The Deloitte Team is prepared to assist with additional reporting requirements to be agreed upon in the Letter of Engagement by each Using Agency.
3.C. Organizational Support and Experience

About Deloitte

Deloitte is a leading global provider of audit, assurance, consulting, tax, financial, and risk advisory services. With 175 years of hard work and commitment to making a real difference in the communities we serve, we have grown in scale and diversity – with approximately 312,000 professionals in 150 countries and territories – including Deloitte’s offices in New Jersey. Our team in New Jersey is filled with experienced professionals, who provide reputable consulting, tax, and advisory services in the State and further contribute to the breadth of knowledge we have on the ground in New Jersey.

While the Deloitte Team has a diverse background and broad reach around the nation and world, we share a strong culture, allowing for continuous collaboration and knowledge sharing. As the largest private professional services network in the world, our commitment to maintaining a dedicated team of experienced risk and crisis management consulting practitioners, supplemented by a deep bench of subject matter specialists, is imperative to adapting to an ever-changing response and recovery environment. This diverse background and experience is available to the State of New Jersey to support the State’s integrity oversight monitoring goals. Our objective is to help the State meet the goals outlined by EO 166 to develop measures to prevent, detect, and remediate inefficiency and malfeasance in the expenditure of COVID-19 Recovery Funds.

Experience with a Variety of Federal and State Grant Programs

The Deloitte Team understands the challenges the State may face in its monitoring and oversight of COVID-19 recovery fund expenditures. Our deep qualifications include providing services to Federal grantor agencies, State and Local grantees, and pass-through entities. We have advised and supported recovery efforts for our nation’s largest disasters, including hurricanes and record-breaking flooding in the State of Louisiana (Hurricanes Katrina, Rita, Gustav, Ike, Isaac, and the Baton Rouge floods of 2016) and in the State of Texas and the City of Houston (Hurricane Harvey). We have helped address the challenges the State of New York has faced (COVID-19 and Superstorm Sandy), as well as the Government of Puerto Rico’s response and recovery efforts brought from the historic disasters, Hurricanes Irma and Maria. More recently, we have supported several State and Local governments with COVID-19 recovery efforts.

The Deloitte Crisis Management team has deep experience providing critical support to government agency clients throughout the grant management lifecycle; including establishing governance and reporting structures, developing policies and procedures, implementing supporting technology and accelerators, providing grant management technical assistance, performing financial accounting reconciliations and audits, executing subrecipient monitoring, facilitating grant closeout, and supporting responses to regulatory inquiries.

Further, our Audit Readiness team is comprised of experts who can help implement audit readiness procedures to facilitate compliance with regulatory inquiries and assist the State with responding to audit findings. Throughout the engagement, we use quality assurance and quality control (QA/QC) processes to detect potential indicators of fraud, waste, and abuse. Our team can assist the State with audit finding resolutions and be available
to provide feedback on corrective action plan development, and to facilitate timely resolution of audit findings and issues. Figure 12 below demonstrates many of the recoveries we have helped to administer:

Figure 12: The Deloitte Team’s disaster recovery experience

About (Our Contractor)

ATCS, PLC and its affiliates (ATCS) is a leading engineering consulting firm providing emergency management services, roadway design, traffic engineering, planning, environmental, construction management and inspections, surveying, and site civil services since 1994. As a consulting firm providing comprehensive, multidisciplinary services for over a quarter century, ATCS is a leader in helping its clients achieve their goals and build a better future for our communities. With more than 250 employees and eight offices, ATCS has access to expert resources to design, build, plan, and manage the successful delivery of its clients’ projects and programs.

ATCS is proud of its history of assisting State and Local governments develop pre- and post-disaster recovery and resilience plans. Since the mid-2000s, ATCS has been entrusted by FEMA to support State and community level recovery planning and capacity-building efforts: from Florida, Louisiana, and other gulf coast States after the 2004 and 2005 hurricanes that included Hurricane Katrina; the nation’s Midwest and South such as Illinois and Alabama after series of devastating floods and tornadoes; to New York and Texas after Superstorm Sandy and Hurricane Harvey. For two years, ATCS professionals worked on programmatic changes needed to expedite funding to the Commonwealth of Puerto Rico and the U.S. Virgin Islands for recovery from Hurricanes Irma and Maria.

ATCS is working with FEMA Headquarters on monitoring all COVID-19 Federal funding and associated spending, adjusting recovery guidance to account for COVID 19 and future pandemics, and verifying all COVID-19 resources. ATCS has also been the leading contractor on developing and implementing the Federal government’s National Disaster Recovery Framework (NDRF) since 2009. This work has given ATCS a unique perspective on how Federal agencies – including HHS, HUD, USACE, EDA, USFWS, and FEMA – work together to delivery post-disaster services to their State, Territorial, Tribal, and Local partners.

Currently, ATCS professionals are supporting FEMA’s Recovery Interagency Coordination Division with the development and implementation of a public-facing, searchable tool of COVID-19 resources and guidance. The tool is being designed as a resource repository for State, Local, Tribal, Territorial and Regional partners to reference as they search for COVID-19 funding availability, policies and guidance.
Since 1997, ATCS has continuously supported **FEMA's Public Assistance Technical Assistance Contracts (PA TAC)**. These indefinite delivery/indefinite quantity (IDIQ) contracts require that ATCS staff provide professional services for engineering, architecture, cost estimating, accounting, commercial property insurance, project management, construction management and inspection following disasters when FEMA PA funds are utilized for recovery purposes. ATCS provides client liaison with State, Regional and Local public officials, and with FEMA and other Federal agency representatives in some of the most critical and sensitive situations.

ATCS aims to serve as more than just technical experts. ATCS professionals have assisted hundreds of clients as trusted advisors and creative problem solvers. Through decades of experience helping clients efficiently recover from catastrophic disasters, ATCS team members offer deep program insights and leading practices all while leveraging lessons learned from past disasters.

**Key Personnel**

Deloitte is highly experienced in providing program management and integrity oversight monitoring services. The Deloitte Team has advised governments, financial institutions, and investors in financial oversight readiness. As the State of New Jersey makes strategic decisions on its oversight responsibilities, we will support decision-making with specialists who have significant experience in risk management, internal controls, program integrity and other disciplines. Deloitte has selected key personnel as illustrated the table below. Furthermore, the entire Deloitte Team will be available to support the State upon award of the contract.

The Deloitte Team is composed of two groups: our core group of professionals that can serve the State on a day-to-day basis and our group of subject matter advisors. Our core professionals have experience in reporting on, monitoring, and executing crisis recovery programs, cost accounting and tracking activities, and project closeout guidelines. Our subject matter advisors will provide additional specific guidance related to the CARES Act, FEMA-PA funding, Insurance, Stakeholder Engagement, Training, and Appeals, as required. Thanks to the breadth and depth of Deloitte’s capabilities, the Deloitte Team can bring the State both tried-and-true as well as innovative ideas to help solve problems, develop measures to prevent, detect, and remediate inefficiency, and facilitate appropriate expenditure of COVID-19 Recovery Funds.

**Engagement Leaders**

Ryan Foughty – Partner/ Principal/ Director, Deloitte & Touche LLP

Ryan is a Managing Director and has more than 27 years of experience providing leadership and assisting clients with large, complex programs and projects, including 10 years of disaster recovery engagement. He has led large Federal grants and crisis engagements with States, Local communities, and universities. He has significant experience with both FEMA and HUD CDBG-DR administration and has served clients in Puerto Rico, Missouri, Oklahoma, and Texas with Federal grant programs. He is currently leading a team that is assisting a State with their compliance efforts related to the CARES Act funding received. Ryan is also a Certified Public Account (licensed in the State of Texas) and a Certified Internal Auditor. Ryan will serve as the primary point of contact for this engagement.
Mark Blumkin - Partner/Principal/Director, Deloitte Transactions and Business Analytics LLP
Mark is a Managing Director with over 30 years of experience working with owners of capital projects focusing on advising them how to improve the management, control and execution of their projects. Mark's experience includes working with large organizations on bond programs, disaster recovery projects as well as numerous public and private sector organizations including transportation agencies, port authorities, sports & convention center owners, higher education institutions, health care facilities, and private sector companies that own and operate multiple infrastructure, office, laboratory and manufacturing facilities across the U.S. and globally. Mark will serve as the point of contact for Local account advisory.

Kevin Lane - Partner/Principal/Director, Deloitte Transactions & Business Analytics LLP
Kevin has over 20 years of experience in risk and advisory services. He has served in a variety of leadership and technical roles and currently serves the Federal government through program integrity and risk and compliance with a focus on reducing waste, fraud and abuse. Mr. Lane is a frequent public speaker on topics relevant to risk and compliance, including emerging trends and specialized topics associated with program integrity. He regularly partners with industry and professional associations in the delivery of surveys, webinars, and other events in the compliance, audit, security and program integrity communities. Kevin has been featured speaker in a variety of media outlets in North Texas on various compliance risk management and industry topics. Kevin a PMP, CFE, CIA, CISA, and CISSP. Kevin will serve as the key risk advisor on this engagement.

**Subject Matter Advisors**

Tim Hurley - Grant Management SMA, Deloitte & Touche LLP
Tim is a Principal with over 25 years of experience in strategy and implementation services across municipalities, higher education and private sector spaces with an emphasis on financial and operational consulting. Timothy has served as trusted business advisor, using his diverse experience in management consulting to bring unique perspectives to clients. Tim's primary focus is on restructuring advisory services for diverse parties-in-interest and leading Crisis Management teams to assist municipalities in the recovery from large disasters.

Shawn Kilchrist - Grant Management SMA, Deloitte & Touche LLP
Shawn is a Managing Director in Deloitte's grant management practice and he will serve as the Engagement Leader. With 32 years of accounting, internal control, compliance, grant management and risk management experience, Shawn is responsible for leading large and complex grant management, crisis, finance transformation, and internal audit projects, primarily in the State, Local, and higher education sector. He has directed many of our recovery projects including the State of Texas, Louisiana, Colorado, City of Joplin, and the City of Moore. Most recently, Shawn is leading COVID-19 recovery work, including implementation of the Provider Relief Fund, FEMA and HHS COVID-19 funding, at multiple entities including Kaiser Permanente, Northwest Georgia Western Hospital, Texas State University System, and Baylor University.
Mike Byrne – Federal & CARES Act SMA, Deloitte & Touche LLP
Mike is an Award-Winning Emergency Management and Homeland Security Executive with TS/SCI (Top Secret/ Sensitive Compartmented Information) Security Clearance and 30 years in executive leadership positions. Mike has been the leader of numerous major FEMA disaster and recovery responses to include 9/11 in New York City, Alabama Tornadoes in 2012, Haiti Earthquake in 2010, Hurricane Sandy in New York and as Federal Coordinating Officer and Federal Disaster Recovery Coordinator for Puerto Rico and the US Virgin Islands. Mike was the lead advisor for the State of New York Homeland Security and Emergency Services providing crisis management in response to COVID-19.

Elaine Duke – Federal & CARES Act SMA, Deloitte & Touche LLP
Elaine is an executive specialist at Deloitte’s Government and Public Services practice and Homeland Security and Justice sector. She has total of 29 years of Federal service experience which includes: former Deputy Secretary/ Acting Secretary at Department of Homeland Security (DHS), Under Secretary for Management at DHS, Federal contracting officer/acquisition specialist, TSA and DHS Chief Procurement Officer. She has been managing teams of consultants to assist Federal agency clients with financial management and performance work.

Damon Arment – Federal & CARES Act SMA, Deloitte & Touche LLP
Damon is a Senior Manager with several years of experience in emergency and crisis management, working at numerous Departments and Agencies. As the former Director for Response Policy on the National Security Council and FEMA’s former Deputy Director for Congressional Affairs, Damon has extensive experience with the nation’s response policies and development of appropriations bills and legislative solutions. Damon advised on COVID-19 response, including supporting understanding and developing novel policies, procedures and guidelines, drafting external communications to the public and Federal Government, and managing response teams and budgets.

Christina Crue – Grant Management SMA, Deloitte & Touche LLP
Christina brings nearly 20 years in the Emergency Management field, specializing in strategic planning, assessments, preparedness, and resilience. She is a highly experienced Senior Manager who assembles deployable team-members and organizes workstreams before, during, and after disasters. Christina recently supported the States of Virginia and New York with COVID-19 response and recovery strategies, to include optimizing Federal funding.

Program Managers

Mohinder Singh – Program Manager, Deloitte Transactions & Business Analytics LLP
Mohinder Singh is a senior manager in the Infrastructure & Capital Projects Practice of Deloitte Transactions and Business Analytics LLP. Mohinder has more than 19 years of experience and specializes in providing Grant Management, Integrity Monitoring and Oversight services as well as services to optimize and develop processes and controls to manage capital spend for both public and private sector clients. Mohinder is currently leading the team engaged by the New York State Governor’s Office of Storm Recovery (GOSR) for performing Grant Management and Integrity Oversight services in connection with approximately $4.0 billion in grant funding related to Superstorm Sandy. Prior to joining Deloitte, Mohinder was a senior manager in EY’s Capital Projects practice.
**Chrystina Cappello** – Program Manager, Deloitte & Touche LLP
Chrystina is a Senior Manager in the Infrastructure & Capital Projects group with over 10 years of experience in grant management. She has led large project teams in FEMA PA project closeout and pre-closeout efforts, which includes developing and reviewing packets of information to support total project costs. She also has experience creating management dashboarding reports, developing FEMA PA trainings, designing grant management system capabilities, designing systems for duplication of benefits reviews, and performing subrecipient monitoring. Her background is in architectural engineering and she has worked in the public sector, life sciences, healthcare, and oil and gas industries. Chrystina has served her clients over the years using her strong background and grant management experience.

**Scott Holt** – Program Manager, Deloitte & Touche LLP
Scott Holt is a CPA with an active TS-SCI Clearance who provides mission support to a range of Federal agencies. He brings a deep understanding of audit, accounting, internal control, and other procedures and requirements needed to comply with Generally Accepted Accounting Principles (GAAP), as prescribed by the American Institute of Certified Public Accountants (AICPA). Scott is proficient in the evaluation and interpretation of financial information, stemming from traditional and emerging financial instruments and the methods required to properly account for each. He provides actionable intelligence through his advance knowledge of analysis tools including: Microsoft Excel, Analyst Notebook i2, and Palantir. He has also supported on Financial Statement Audits, Asset Validation and Valuation Disputes, Congressional Report Writing, Asset Management, and Counter Threat Finance.

**Project Managers**

**Samarth Shah** – Project Manager, Deloitte & Touche LLP
Samarth Shah is a manager with extensive experience in project scheduling, claims analysis, construction oversight, project cost reporting, value engineering, subcontractor negotiation, procurement, and cost estimating for Federal and commercial projects in the United States. He has also worked on digital capital projects, which includes data analytics, dashboard development and visualization, and advanced forecasting.

**Frankie DiSomma** – Project Manager, Deloitte & Touche LLP
Frankie serves as an Advisory Manager in the Core Forensics & Investigations group. Frankie has experience in forensic accounting and consulting, fraud, waste and abuse services, fraud risk and controls assessments, evaluation of controls and litigation matters. Frankie has participated in numerous projects serving State and Federal agencies and multinational corporations. He has experience across a wide variety of industries, with a focus in Federal and State agencies and consumer products. Frankie is a Certified Public Accountant licensed in the State of New York and is also a Certified Fraud Examiner.

**Stephanie Rengifo** – Project Manager, Deloitte & Touche LLP
Stephanie Rengifo is a Certified Fraud Examiner with strong skills in financial analysis and visualization skills using Excel, Access, Visio, Word, and PowerPoint, audit/financial accounting, risk assessment, reviewing transactions for potential fraud/concealment, and internal controls. She has served both Federal and commercial clients.
As you’ll see through the detailed resumes in Appendix A, we have provided a resource pool of professionals with deep and relevant experience. With each request for engagement our leadership will reach back to our deep pool of skilled professionals to identify the best fit personnel.

**Organizational Chart**

The following organizational chart outlines our structure. The Deloitte Team is proud of its deep bench of professionals that have relevant skillsets and experience and can be called on with short notice.

*Figure 13: Deloitte’s proposed engagement organizational chart*
3.D. Experience of Bidder on Similar Contracts

Alignment to RFP: Section 4.2.6
The Bidder should provide a comprehensive listing of similar contracts that it has successfully completed, as evidence of the Bidder’s ability to successfully complete the services required by this RFQ and the Engagement for which the Bidder submits a Quote. The Bidder should emphasize previously held contracts in which they engaged in the oversight/monitoring of programs of a similar size administered by a federal agency. A description of all such contracts should include and show the relation of such contracts to the ability of the Bidder to complete the services required by this RFQ. For each such contract, the Bidder should provide two (2) names and telephone numbers of individuals for the other contract party. Beginning and ending dates should also be given for each contract.

The Deloitte Team has extensive experience at both the State and Local levels. The table below highlights relevant contracts where we delivered services similar to those outlined in this RFQ. The true measure of success is what our clients say about our services. We have selected the following clients and contracts to demonstrate the value the Deloitte Team brings and the capabilities we offer.

| New York State, Division of Homeland Security & Emergency Services (DSHES) |
|-------------------------------------------------|---------------------|-----------------------------|
| CONTRACT TYPE                                   | BUDGET          | SERVICE DATES               |
| Program and Performance Monitoring              | $2.5M            | March 2020 – Present        |
| Financial Monitoring / Grant Management         |                   |                             |

**Description:**
Deloitte has been engaged since March 2020 by the New York State DHSES to support the State’s COVID-19 response and recovery efforts under multiple task orders. In March 2020, Deloitte began supporting the State Department of Homeland Security and Emergency Management as well as the State Health Department to best respond to the COVID-19 pandemic. Shortly after, Deloitte began providing direct assistance to the Division of Budget (DOB) to optimize and maximize the State’s reimbursements of Federal funding through CARES and FEMA Public Assistance.

Deloitte is supporting the following:

- Assisting DOB to **optimize and maximize** reimbursements of Federal funding
- Supporting DOB to identify COVID-19 funding streams
- Assisting in drafting guidance for contracts, procurements, and spending to align with FEMA expectations
- Assisting in **analysis of expenses** to identify COVID-19 related expense
- Supporting DOB to create flowcharts of how COVID-19 purchases are made, **identify controls**, and add in potential funding sources
- Assisting DOB in crafting bulletins on spending procedures
- Assisting DOB to determine fair market price for medical equipment (for example, ventilators, PPE, masks, gloves, etc.)
- Conducting market research to determine fair pricing for medical equipment.
State of Nebraska,  
Military Department and Nebraska Emergency Management Agency (NEMA)

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<th>SERVICE DATES</th>
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<tr>
<td>Financial Monitoring / Grant Management</td>
<td>$9.5M</td>
<td>May 2020 – Present</td>
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**Description:**

Since May 2020, Deloitte has been engaged by the State of Nebraska to provide CRF and CARES Act funding **program management services** across the grant lifecycle, performing regulatory and **risk-based compliance** monitoring services.

Deloitte has been engaged to work collaboratively with the State of Nebraska and Douglas County as a “One Nebraska Team” to manage over $1.28B of CRF. In this capacity, Deloitte assessed and designed 14 CRF program requirements and **developed standard operating procedures** for the State to enable the application and reimbursement of CARES Act Funding.

The team has also developed a conceptual design of an integrated process to facilitate intake, review and approval of funding applications and requests for reimbursement. Deloitte has also **developed a risk assessment and monitoring plan** for the State's CRF subrecipients and actively performing **compliance monitoring activities** for CRF Expenditures.

Additionally, the team has developed and helped publicize public-facing reports and visualizations to **demonstrate accountability and transparency** that could ultimately allow the State to generate and submit regulatory reports to the U.S. Treasury. Deloitte also facilitates weekly Municipal League webinars attended by +300 government officials.
# State of Louisiana, Governor’s Office of Homeland Security and Emergency Preparedness (GOHSEP)

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<tr>
<td>Financial Monitoring /</td>
<td>$90M+</td>
<td>April 2006 – April 2009</td>
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<tr>
<td>Grant Management</td>
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<td>August 2011 –August 2014</td>
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<td>August 2017 – Present</td>
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## Description:

Since 2006, Deloitte has been engaged in helping the State of Louisiana and its Local constituents navigate the challenges and opportunities associated with its unique and complex disaster recovery responsibilities. Beginning with the establishment of GOHSEP after Hurricane Katrina and through multiple disaster declarations, Deloitte has been a trusted advisor and consultant to assisting GOHSEP to establish and operationalize organizational capabilities for administering and managing more than $20B in FEMA PA disaster funds. Below are some of the activities performed by Deloitte:

- **Deloitte performed a risk assessment of GOHSEP’s organizational capabilities to identify gaps and opportunities to enhance the efficiency and effectiveness regarding compliance, accountability and reporting.** Through this insight Deloitte was able to help GOHSEP design and implement governing policies, standard operating processes, internal controls, standard reports and technology platforms to drive eligibility reviews, payment processing, subrecipient monitoring, quarterly reporting, closeout and audit support.

- Developed and **integrated, risk-based subrecipient monitoring program** to include annual risk assessment, single audit desk reviews, applicant quarterly report reviews, and site visits. We also developed a sanctions program to hold the State's applicants accountable for complying with Federal and State program regulations.

- Established **financial reporting requirements** to include monthly reconciliations, year-end accruals, and financial disclosures for quarterly and yearly PA program activity. Executed process for preparing and submitting the State's administrative cost and management fees to FEMA and subsequently developing a process for forecasting the State's administrative costs and management fees. Created an automated solution to reconcile Federal program drawdowns through the FEMA Smart Link System to the State's accounting system.

- **Developed and implemented a pilot progressive closeout program** that included program policies, standard operating policies, closeout accelerators, including closeout checklist, documentation for. Currently assisting with the closeout readiness assessments, financial reconciliations, and creation of compliant closeout packages for legacy disasters.

- Developed and facilitated a **Strike Team operation to embed with subrecipient organizations and assist in the resolution of outstanding issues and expediting the closeout of legacy disasters** to meet grantor expectations.
**Commonwealth of Puerto Rico, Central Office for Recovery, Reconstruction and Resiliency (COR³)**

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<tr>
<td>Financial Monitoring / Grant Management</td>
<td>$48M</td>
<td>2018 – Present</td>
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**Description:**
Since 2018, Deloitte has been serving as the Closeout advisor for the Government of Puerto Rico to facilitate Closeout of FEMA Public Assistance grants received for the recovery from both Hurricanes Irma and María. Deloitte supports COR³ in the formulation and execution of project Closeout procedures in compliance with Federal Closeout requirements. Furthermore, Deloitte serves COR³ through the assistance of project Closeout tasks such as facilitating communication with Subrecipients on behalf of COR³, reviewing total project cost supporting documentation, compiling Closeout packets, conducting Quality Assurance / Quality Check (QA/QC) reviews prior submission to FEMA, developing technical guides for Procurement Process, Closeout Specialist Validation, Sampling, Closeout Final Site Visits, and Finalization of Closeout Packet leveraging applicable Federal, State, Recipient (COR³) and Subrecipient (Local) protocols, FEMA Public Assistance Program and Policy (PAPP-G) guidelines.

Below are some of the Strategy and Compliance activities completed for the COR³:

- Facilitated development of Courses of Action (COA) from the recovery plan to assist in creating an economic and disaster recovery plan for Puerto Rico
- Developed a long-term strategy for the recovery efforts and tracking of individual courses of actions related to the recovery plan
- Assessed the capacity of Puerto Rico’s resources to perform their activities, perform skills gap analysis, and prepare organizational effectiveness and workforce recruiting strategies
- Evaluated the overall recovery organization and strategy for efficiency and effectiveness
- Developed financial models to evaluate funding requirements both short-term and long-term based on cost share strategies
- Developed the process to track and monitor State management costs incurred
- Developed a Project Management Oversight structure to monitor vendors and overall recovery efforts
- Performed finance activities related to the drawdown and disbursement of Federal grant funds
- Developed policies, procedures, and guidance in compliance with FEMA grant funds requirements as well as leading practices
- **Developed a risk assessment, subrecipient monitoring program**, and site visit procedures
- Supported Puerto Rico in reporting requirements related to FEMA Public Assistance grants received
- Performed Stakeholder communication efforts related to the recovery efforts including facilitating and assisting in meetings and discussion of the recovery task force
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<td>Integrity Monitoring / Anti-Fraud</td>
<td>1.5M</td>
<td>October 2020 - Present</td>
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**Description:**
Deloitte has been engaged since October 2020 by the US Office of Management and Budget (OMB) to support in the Rapid Establishment of program management, consulting, communication, Subject Matter Expertise (SME) and governance support for the newly forming Chief Financial Officers Council (CFOC) COVID-19 Working Group. OMB has asked Deloitte to proactively engage across the Federal government to develop a number of efforts aimed at increasing payment integrity efforts. Some of these high-level efforts include:

- Partnering with the U.S. Office of Management and Budget (OMB) to shape, lead, and drive adoption of the President's Management Agenda (PMA).
- Coordinating across the Federal community to define common business standards, establish governance structures, and facilitate access to modern IT solutions using a “buy-not-build” approach.
- Maintaining and using Government-wide benchmarking data, paired with leading performance practices and strategic engagements to help agency CXOs drive priorities and improve performance.
- Supporting Federal CXO Council initiatives aimed at ensuring that mission-support services (Finance, HR, IT, Acquisition, etc.) are delivered efficiently and effectively across Government.
- Convening agencies via the CXO Councils (e.g., President's Management Council, CIO Council, CFO Council) to solve tough, cross-cutting problems.

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3 Due to agency contracting guidelines, these points of contact are not available for a verbal reference consultation. The points of contact are available to receive a survey or form requesting reference information.
**St. Louis County, Missouri**

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<td>Integrity Monitoring / Anti - Fraud</td>
<td>$1,200,000</td>
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**Description:**

Since October 2020, Deloitte has been engaged by the Government of St. Louis County, Missouri to advise and assist with CARES grants management.

The engagement included six (6) workstreams: Grant Funding Eligibility Analysis, Required Reporting Documentation for Grant Coverage, Compliance - Municipality Relief Program and CRF, FEMA Project Worksheet Development, Dashboarding and Data Management for County Expenditures and Grant Utilization, and Small Business Relief (SBR) Completeness.

The Deloitte Team provided remote technical expertise enabling St. Louis County to effectively respond to the financial challenges that arose as a result of COVID-19. The team led local grant management through the development of an Inventory Funding tool that facilitated the County’s understanding of eligible expenses and further enabled them to develop a reliable budget forecast. The Deloitte Team performed compliance monitoring through the Compliance and FEMA workstream to assist with minimizing the chance of recoupment of funds. Throughout the duration of the project, the team performed program monitoring and adjusted their response to meet County needs by adding the SBR Completeness workstream, which assisted the County in SBR funding. By providing our firm resources to the County, the Deloitte Team reviewed local business and municipality applications for completeness and compliance and provided opportunities to improve the County’s current review processes and documentation requirements.
New York State, Governor’s Office of Storm Recovery (GOSR)

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**Description:**
Since 2014, Deloitte has been engaged to perform monitoring and compliance services in connection with approximately $4.0 billion of HUD Community Development Block Grant – Disaster Recovery (“CDBG-DR”) grant funding for reconstruction and recovery from Superstorm Sandy. The team has completed and continue to assist on several task orders under this contract are primarily focused on monitoring compliance and identifying risks of FWA by various third parties, including sub-recipients and vendors, in connection with various infrastructure projects. A sample of completed task orders includes:

- Collaborating with GOSR’s Internal Audit team to conduct reviews of GOSR’s Housing Program vendors to identify either risk for or potential of FWA in the expenditure of their funds. These reviews include an assessment of the Housing Programs vendors’ compliance with applicable and agreed upon contractual requirements, with attention to potential vendor relationship issues, conflicts of interest, budget issues, overbilling or overstaffing, staff qualifications, and other FWA risks.

- Periodic on-site monitoring inspections / audits of several sub-recipients across New York State to test compliance with grant requirements. These monitoring audits focus on internal controls, procurement and engineering / construction expenses and allowable costs.

- Evaluated the performance of several professional service firms providing various services to GOSR. Our methodology analyzed compliance with contracts, task orders, and grant requirements as well as GOSR’s oversight of said vendors.

- Assessed the internal controls and user-effectiveness of one of GOSR’s systems used to process vendor invoices as well as monitor compliance with M/WBE programs.

- Performed desk audits and onsite monitoring of New York Rising Rental Units Recovery Multiple Family / Affordable Housing Fund (“AHF”) program sub-recipients to confirm compliance with HUD requirements.

- Assisted the GOSR Monitoring and Compliance Department with the preparation for a HUD monitoring visit including assisting in the preparation of a 30-day Monitoring Plan, executing assessments of selected vendors, and performing onsite monitoring of infrastructure program sub-recipients.
FEMA Headquarters, COVID-19 Fund Oversight

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Description:

Since November 2020, ACTS has been engaged by the FEMA Recovery’s Interagency Coordination Division (ICD). ICD is the lead entity for COVID-19 Federal interagency recovery coordination and supports national COVID-19 recovery operations for the Recovery Support Function Leadership Group (RSFLG). ATCS, as a member of the Coordination and Planning Partners (CaPP) team, is assisting ICD to design and develop a public-facing resource library of COVID-19 data. This resource library will support ongoing field operations; assist State, Local, tribal, and territorial (SLTT) entities to avoid duplication of benefits/double-billing (by clarifying the basis for direct assistance, grants, loans, etc.); and direct FEMA’s ten Regions and SLTTs to the most appropriate Federal resources in a timely manner. The information to be included this resource library is necessary for recovery coordination but has previously been updated inconsistently and not housed in a centralized repository. ATCS is assisting FEMA in its effort to update and monitor information resources (due to ongoing policy changes and eligibility changes) to help potential recipients/applicants use the programs or resources most suited to their situation and requirement and also to prevent duplication of benefits. Under this same Task Order, ATCS is also assisting FEMA to develop and enhance ways to effectively apply recovery outcome indicators, which may be utilized as tools to help Federal and SLTT partners monitor and assess the effectiveness of recovery spending.
3.E. Additional Experience of Bidder

Alignment to RFP: Section 4.2.7
- Bidder should have experience in dealing with Federal disaster relief agencies in the aftermath of major catastrophic events.
- Bidder should demonstrate experience interfacing with state and federal agencies in the administration of a monitoring or oversight program.
- Bidder should demonstrate prior experience and success with all relevant Federal and state documentation practices necessary to ensure the receipt and retention of grant funding.
- Bidder should also have experience monitoring grants and supplemental appropriations from Congress as well as other Federal agencies that can provide support to the state after a catastrophic event.

Experience with Federal Disaster Relief Agencies

Our client-centric approach mirrors our consultative and collaborative culture and allows us to effectively engage the State’s internal, Federal, State and Local stakeholders to help address complex challenges and opportunities with clarity and insight. **We believe that our demonstrated track record speaks to our ability to help the State administer and manage CARES Act funding and assist you in balancing multiple funding sources and monitoring the effect on State cash flow.**

Deloitte assistance has included helping them develop their Federal funding strategies, establish governance and reporting structures, define performance indicators, develop policies and procedures, implement supporting technologies and accelerators, provide financial management technical assistance, process requests for reimbursements, perform financial accounting activities, report on financial and programmatic performance, execute subrecipient monitoring, with active monitoring for potential fraud, waste and abuse, facilitate project closeouts, and facilitate responses to regulatory inquiries and audits. The State can benefit from our insights and leverage lessons learned to help rapidly implement guidance, develop needs assessments, and develop and implement a comprehensive strategy for recovery.

Experience Interfacing with State and Federal Agencies in the Administration of a Monitoring or Oversight Program

Our Program Management services are designed to provide effective oversight, monitoring and reporting targeted at meeting client objectives while helping to reducing risks. We have experience in providing programmatic oversight, procurement management, construction management, and performance reporting services pertaining to State and Federal considerations and requirements.

In our prior engagements we have interfaced directly with State and Federal agencies as part of administration of monitoring and oversight programs. We work with the clients to setup systems in place, develop key metrics to be used in risk assessment, identified subrecipients to be monitored, and executed the monitoring visits. As part of preparation of these monitoring visits, we have helped Monitoring and Compliance Department with assistance in the preparation of a 30-day Monitoring Plan, executing assessments of selected vendors, and performing onsite monitoring of program subrecipients.
Upon completion of site visit, drafted report for approvals from appropriate agencies. This report was shared with the Subrecipient as needed. In addition to actually performing the monitoring visits, the Deloitte Team was responsible for keeping track of the schedules for the visits, as well as the fiscal year schedules for the review of the single audit report reviews per 2CFR regulations; providing assistance in responding to a OIG audits as part of oversight and interface with Federal agencies.

**Experience with Relevant Federal and State Documentation Practices Necessary to ensure the Receipt and Retention of Grant Funding.**

The Deloitte Team has assisted subgrantees in establishing and maintaining applicable documentation systems, so as to meet Federal and State requirements. We have extensive experience defining document retention policies and will assess existing documentation practices and systems, helping to identify changes or recommend expansions, and to understand the importance of maintaining the required documentation for the required time period.

We will provide applicable training and education to applicants to distinguish the documentation requirements for the Federal programs. Beyond providing training and examining documentation practices and policies, the Deloitte Team will be prepared to establish a central document repository and a data gathering methodology in tandem with the State to be compliant with the Federal, State, and grant reporting requirements and implement controls to confirm completeness and accuracy. Our support will include reviewing previously created or submitted documentation against governing regulations to identify gaps and assistance when developing future document templates, practices, and policies.

Additionally, we have developed standard documentation templates and retention formats to guide subgrantees and help reduce the possibility of missing documentation. As we have done in prior engagements, we will develop and document record retention and reporting process with user guides and reference guides and will work with subgrantees to locate missing documents or to determine other possible options that will satisfy the audit trail requirement. We will work with subgrantees to make sure that they understand the purpose of the documentation and what requirement is being met, which often better enables them to find options that will satisfy the requirement.

**Experience Monitoring Grants and Supplemental Appropriations from Congress**

The Deloitte Team includes former FEMA, State recovery executives, National Security Council leaders, Administration Officials, and staff who understand firsthand the regulatory framework of the various Federal disaster programs that Puerto Rico will be utilizing. They have years of experience in developing and implementing strong grants management processes, which have resulted in billions of dollars in grant reimbursements in accordance with the Stafford Act, CDBG-DR and other Federal grant legislation, the U.S. Code of Federal Regulations (CFR), OMB circulars, and various Federal and State programmatic requirements. Our effective and efficient management of large recovery programs allows engagement at Federal and State leadership levels and immediately establishes credibility with legislatures, program officials, inspectors general, and auditors.
Deloitte has extensive experience helping States, Territories, Counties, and other municipalities including the Commonwealth of Puerto Rico, New York, Nebraska, Louisiana, and St. Louis County, monitor grants, supplemental appropriations, and legislation. We can offer the State assistance in:

- **Monitoring hearings and Committee Mark-ups** to understand Congressional intent, potential success or failure of proposed legislation, and conducting analysis of Administration positions to provide the State with opportunities to weigh in to ensure State objectives are adequately addressed through coordination with the State and the Governor’s representatives in Washington D.C.

- **Performing analysis** once the legislation has passed, to help the State maximize benefits or mitigate challenges in implementation.

- **Monitoring the development of regulatory frameworks** to ensure the State is able to comment and provide concerns to Federal Regulators before regulations are enacted.

### Contracts with Additional Experience

The client engagements we detailed previously in our approach section and section 3.D and have listed again here all cover the the RFQ additional experience requirements in Section 4.2.7. (i.e. interface with Federal disaster relief agencies, monitoring or oversight of programs, documentation practices such as receipt and retention, monitoring grants and supplemental appropriations).

- **New York State**, Division of Homeland Security & Emergency Services (DSHES)
- **State of Nebraska**, Military Department and Nebraska Emergency Management Agency
- **Commonwealth of Puerto Rico**, Central Office for Recovery, Reconstruction and Resiliency (COR3)
- **Office of Management and Budget (OMB) / General Service Administration (GSA) Group**
- **Baylor University**
- **State of Michigan**, Office of Internal Audit Services (OIAS), Integrity Oversight Monitor City of Flint Lead Service Line Replacement Program
- **Federal Emergency Management Agency** Technical and Program Management*

- **State of Nebraska**, Military Department and Nebraska Emergency Management Agency
- **State of Louisiana**, Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP)
- **Texas** Division of Emergency Management, State PA Grant Administration and Management for Hurricane Harvey and COVID-19
- **St. Louis County, Missouri**
- **New York State**, Governor's Office of Storm Recovery (GOSR)
- **New York State**, Department of Labor Unemployment Insurance
- **FEMA Headquarters, COVID-19 Fund Oversight**
- **Commonwealth of Puerto Rico**, Damage Assessments*

Additional details including references, contract start and end dates, and a detailed description of services provided can be found in Section 3.D of this response.
Section 5

State-Supplied Price Sheet
BAFO: REQUEST FOR QUOTATION (RFQ)1465257S

G4018 Integrity Oversight Monitoring: Program and Performance Monitoring, Financial Monitoring and Grant Management and Anti-Fraud Monitoring for COVID-19 Recovery Funds and Programs

State of New Jersey Department of Treasury

February 11, 2021 | 2:00 PM

Deloitte & Touche LLP | 3 Second Street, Suite 400, Harborside Plaza 10, Jersey City, NJ 07311
BEST AND FINAL OFFER (BAFO) PRICE SCHEDULE

Integrity Oversight Monitoring: Program and Performance Monitoring, Financial Monitoring and Grant Management and Anti-Fraud Monitoring for COVID-19 Recovery Funds and Programs

Refer to RFQ Section 3.0 (Scope of Work) for task requirements and deliverables and Section 4.1.4.1 (State-Supplied Price Sheet Instructions) for additional information regarding this Price Schedule.

Bidder’s Name: Deloitte & Touche LLP

<table>
<thead>
<tr>
<th>CATEGORY 1: PROGRAM AND PROCESS MANAGEMENT AUDITING</th>
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<tbody>
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<tr>
<td>10</td>
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- The State makes no guarantee of volume of work effort.
- The Pass-Through Price Lines shall be used to reimburse for Travel and Other Direct Costs in accordance with the terms of the Contractor’s GSA Schedule(s) only. No mark-up will be provided for Price Lines 9 and 10.
### CATEGORY 2: FINANCIAL AUDITING AND GRANT MANAGEMENT

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<td>17</td>
<td>Subject Matter Expert</td>
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<tr>
<td>18</td>
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- The State makes no guarantee of volume of work effort.
- The Pass-Through Price Lines shall be used to reimburse for Travel and Other Direct Costs in accordance with the terms of the Contractor’s GSA Schedule(s) only. No mark-up will be provided for Price Lines 19 and 20.
### CATEGORY 3: INTEGRITY MONITORING/ANTI-FRAUD

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- The State makes no guarantee of volume of work effort.
- The Pass-Through Price Lines shall be used to reimburse for Travel and Other Direct Costs in accordance with the terms of the Contractor’s GSA Schedule(s) only. No markup will be provided for Price Lines 29 and 30.

The Contractor is responsible for providing personnel with all necessary equipment to perform the services required in any Engagement issued under this contract. That cost is to be factored into the hourly rate.
Section 6: Security Due Diligence Third Party Information Security Questionnaire

In Appendix C, Deloitte has provided a detailed statement on Information Security. You'll see that Deloitte has developed and implemented an Information Technology (IT) infrastructure that is designed to generally align with industry standards. The security boundary of the IT infrastructure includes Deloitte-issued laptops, as well as infrastructure and applications, such as databases, and backup systems. The IT infrastructure security controls and associated information security processes were developed to protect confidential information while making it available in appropriate circumstances. A summary of such policies, controls, and associated processes is set forth below.

As requested by this proposal, Deloitte will complete the Third-Party Information Security Questionnaire within 30 days of contract award.
# Appendix A: Resumes

Alignment to RFP: Section 4.2.5

Detailed resumes should be submitted for all management, supervisory and key personnel to be assigned to the Contract. Resumes should be structured to emphasize relevant qualifications and experience of these individuals. Resumes should include the following:

- Clearly identify the individual’s previous experience in completing similar contracts;
- Beginning and ending dates should be given for each similar contract;
- A description of the contract should be given and should demonstrate how the individual’s work on the completed contract relates to the individual’s ability to contribute to successfully providing the services required by this RFQ; and
- With respect to each similar contract, the Bidder should include the name and address of each reference together with a person to contact for a reference check and a telephone number.

<table>
<thead>
<tr>
<th>NAME</th>
<th>RFP ROLE</th>
<th>ORGANIZATIONAL TITLE</th>
<th>PROPOSED SCOPE</th>
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<tr>
<td>RYAN FOUGHTY</td>
<td>Partner/Principal/Director</td>
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<td>MARK BLUMKIN</td>
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<td>KEVIN LANE</td>
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<tr>
<td>MIKE BYRNE</td>
<td>Federal &amp; Cares Act SMA</td>
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<td>ELAINE DUKE</td>
<td>Federal &amp; Cares Act SMA</td>
<td>Specialist Executive</td>
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<td>DAMON ARMENI</td>
<td>Federal &amp; Cares Act SMA</td>
<td>Senior Manager</td>
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<tr>
<td>CHRISTINA CRUE</td>
<td>Grant Management SMA</td>
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<td>TIM HURLEY</td>
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<tr>
<td>SHAWN KILCHRIST</td>
<td>Grant Management SMA</td>
<td>Managing Director</td>
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<tr>
<td>MOHINDER SINGH</td>
<td>Program Manager</td>
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<tr>
<td>CHRYSTINA CAPPELLO</td>
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<td>Senior Manager</td>
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</tr>
<tr>
<td>SCOTT HOLT</td>
<td>Program Manager</td>
<td>Specialist Leader</td>
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<tr>
<td>SAMARTH SHAH</td>
<td>Proekt Manager</td>
<td>Manager</td>
<td></td>
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</tr>
<tr>
<td>FRANKIE DISOMMA</td>
<td>Project Manager</td>
<td>Manager</td>
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</tr>
<tr>
<td>STEPHANIE RENGIFO</td>
<td>Project Manager</td>
<td>Specialist Master</td>
<td></td>
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<tr>
<td>JOSELYN GONZALEZ</td>
<td>Senior Consultant</td>
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<tr>
<td>ADAM DORMUTH</td>
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<tr>
<td>STEVEN KRAL*</td>
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<td>LIZ FILIPEK, CPA*</td>
<td>Grant Management SMA</td>
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</tbody>
</table>
ENGAGEMENT LEADER

Ryan Foughty
Deloitte & Touche LLP

Ryan has more than 27 years of experience providing leadership and assisting clients with large, complex programs and projects, including 10 years of disaster recovery involvement. He has led large federal grants and crisis engagements with states, local communities, and universities. He has significant experience with both FEMA and HUD CDBG-DR administration and has served clients in Puerto Rico, Missouri, Oklahoma, and Texas with federal grant programs.

SKILL SET
Ryan's areas of focus include grant management, finance transformation, procurement, process and internal control development, internal audit, and third-party risk management. He specializes in managing large project teams and assisting clients in improving the effectiveness and efficiency of their processes and controls. He also has significant experience in communicating with project stakeholders, including senior management and board members. Ryan has credentials in both professional advisory services and risk consulting. He has been involved in the planning, directing, and coordination of daily project activities to confirm that project goals and objectives are accomplished, and has prepared project status and risk assessment reports for management. He is also responsible for the overall quality review of our projects.

EDUCATION
B.A. in Accounting, Simpson College

SELECTED EXPERIENCE

FEMA PA / CDBG DR, GRANT MANAGEMENT COMPLIANCE

Led a team of 50+ in assisting a U.S. commonwealth in its recovery from two major hurricanes. In this role, he led the team that monitored the $50B+ in grant funds received for federal grant compliance. This team was responsible for evaluating subrecipient compliance with federal grant regulations and performing internal audit related activities for the organization that was responsible for managing the federal grant funds received.

CDBG-DR, GRANT MANAGEMENT COMPLIANCE, MULTIPLE LOCATIONS

Led a 40+ team of professionals as they assisted a community as it recovered from a major EF-5 tornado. In this capacity, he assisted the community with many aspects of grant management, including the identification of the projects needed for recovery and determination that the funds received were spent in accordance with the federal regulations established.

INTERNAL AUDIT AND INTERNAL CONTROL EVALUATION, MULTIPLE LOCATIONS

Led a team of 50+ as they assisted a public university in their recovery from a financial crisis. Mr. Foughty worked collaboratively with the Chief Financial Officer in developing the strategic initiatives needed for their recovery. Once the strategic priorities were identified, he worked closely with leadership to bring in the required professionals to assist with the recovery process.
ENGAGEMENT LEADER

Mark Blumkin
Deloitte Transactions & Business Analytics LLP

Mark is an experienced leader working with large organizations on disaster recovery projects as well as numerous public and private-sector organizations to deliver major construction programs. His in-depth knowledge and experience, including work on the Hurricane Sandy recovery efforts, will provide valuable oversight and strategic guidance for developing and executing the grant monitoring programs.

SKILL SET
Mark has over 30 years of experience in leading major disaster recovery and construction programs. He possesses knowledge of and skills in management and supervision, effective leadership, oral and written communication, and the management of the entire grants and project lifecycle. Mark's experience includes grant management, disaster recovery, construction audits, process assessments, project management oversight, the implementation of project controls, and investigations and litigation support in connection with major public and private sector construction projects. Mark is a frequent speaker and instructor on construction auditing, and was instrumental in developing Deloitte Advisory's construction audit methodology.

EDUCATION
MBA, Baruch College
B.S. in Civil Engineering, Union College

SELECTED EXPERIENCE

CDBG-DR, GOSR, STATE OF NEW YORK, 2014 – 2017

Led a grant compliance and monitoring team for the State of New York Governor's Office of Storm Recovery (GOSR), an agency created to administer New York's Sandy grant funds. GOSR is responsible for administering $4 billion in HUD CDBG-DR funds, and the consulting team is monitoring the grants associated with infrastructure and community reconstruction projects.

GOVERNMENT OF PUERTO RICO'S, CENTRAL OFFICE OF RECOVERY, RECONSTRUCTION AND RESILIENCY (COR3)

Mark led two workstreams on Deloitte's contract with the Government of Puerto Rico's (GPR) Central Office of Recovery, Reconstruction and Resiliency (COR3), focused Grant Closeouts and Recovery Strategy. The Closeout team has been focusing providing cost validation for Irma and Maria Category A and B Project Worksheets, while the Closeout Strategy team is working with GPR Agencies, Municipalities and Not-for-Profits to develop Action Plans and Projects in response to the Courses of Action approved by Congress in the Government's Recovery Plan.

STATE OF MICHIGAN, OFFICE OF INTERNAL AUDIT SERVICES (OIAS)

Mark is leading an integrity oversight monitoring engagement for the State of Michigan to oversee the City of Flint's water emergency recovery program to replace lead service lines in over 24,000 residences in the City of Flint, MI.

STATE OF LOUISIANA, GOHSEP

Mark was one of the team leaders on Deloitte's initial engagement for the Governor's Office of Homeland Security & Emergency Preparedness at the Joint Field Office (JFO) in Baton Rouge following Hurricanes Katrina and Rita where the team conducted a look-back assessment of the Project Worksheets (PWs) used to document public assistance grants. The engagement identified several opportunities to improve internal controls around the PA grant process and the associated documentation.
ENGAGEMENT LEADER

Kevin Lane
Deloitte Transactions & Business Analytics LLP

With over 20 years of professional experience in advisory services, Kevin has served in a variety of leadership and technical roles over the course of his career. Kevin now serves government and public services clients throughout the U.S. in meeting their program integrity, risk and compliance objectives, focusing on service offerings associated with reducing fraud, waste and abuse.

SKILL SET

Kevin is a frequent public speaker on topics relevant to risk and compliance, including emerging trends and specialized topics associated with program integrity. Additionally, Kevin regularly partners with industry and professional associations in the delivery of surveys, webinars, public speaking and other events in support of professionals in the compliance, audit, security and program integrity communities. Finally, Kevin has been featured as a speaker in a variety of media outlets in North Texas on various compliance risk management and industry topics. Specific areas of focus include Program Integrity, Operations, Compliance modernization, IT and Enterprise Risk Management.

EDUCATION

MS, Accounting Information Systems, Virginia Tech
B.S. in Civil Engineering, Union College

SELECTED EXPERIENCE

UNITED STATES POSTAL SERVICE IT COMPLIANCE MANAGEMENT OFFICE

Supported client in standing up an IT compliance function to achieve SOX compliance and executed program under client guidance. Built out a team of ~40 professionals over the course of 4 years and assisted the client in achieving compliance. Also supported the client in navigating the complexities of review by OIG and external auditors.

DEPARTMENT OF COMMERCE

Supporting the client in standing up a CARES Act oversight function, entailing a leadership Task Force staffed by client personnel and a supporting PMO. Assisting the client with defining reporting and oversight processes to ensure achievement of CARES Act oversight mandates relating to transparency and accountability, and in defining and operationalizing the required reporting packages.

SMALL BUSINESS ADMINISTRATION

Serving as a Program Integrity subject-matter-expert in support of a CARES Act oversight project. Assisting the client with understanding the compliance, risk, control, and fraud implications of loans made. Guiding support teams in the delivery of oversight support services.
SUBJECT MATTER ADVISOR: FEDERAL & CARES ACT

Mike Byrne
Deloitte & Touche LLP

Mike is an Award-winning Emergency Management and Homeland Security Executive with TS/SCI Security Clearance and 30 years in increasingly responsible executive leadership positions. His career is marked by leading large-scale transformational change projects including the creation of the New York City Office of Emergency Management, the Office of Homeland Security in the White House, the Department of Homeland Security, as well as the management of an innovative $10B disaster housing recovery program.

SKILL SET

Mike has been the leader of numerous major FEMA disaster and recovery responses to include 9/11 in NYC, Alabama Tornadoes in 2012, Haiti Earthquake in 2010, Hurricane Sandy in NY and most recently Federal Coordinating Officer and Federal Disaster Recovery Coordinator for Hurricanes Irma/Maria in Puerto Rico and the United States Virgin Islands. He has obligated over $9 billion in disaster assistance and designed a new and innovative approach to large scale disaster recovery, utilizing PA alternative procedures as well as organizing the recovery by critical infrastructure sector. This approach is widely praised by both the Commonwealth leadership and the federal interagency. Mike has demonstrated strong leadership abilities throughout his career by leading large teams and growing the different companies he worked for previously. During his time at FEMA – Region 2, he managed and supervised 6 divisions which includes the continued processing of Sandy Recovery grants processing, and several other complex activities. He managed a staff of 400+ across the States of New York, New Jersey, Puerto Rico and the USVI. In addition, Mike led FEMA Region 2 during the National Level Exercise 2016 involving the response and recovery for a CBRNE event.

EDUCATION

B.S. of Arts in Philosophy - City University of New York at Queens College

SELECTED EXPERIENCE

FEMA PA

Mike was responsible for the development and execution of Crisis Preparedness, Response and Recovery support offerings at Deloitte.

Mike led the federal responses and recovery activities to the largest disaster response effort in FEMA history. He interacted with the highest levels of US and Local Government to save lives and reduce suffering after the devastating storm. During this project, he has obligated over 9 billion in disaster assistance and manage a staff which is currently over 3,000 but at its high point was as many as 19,000. Also, he managed a projected disaster budget of over $72 billion.

FEMA PA, OFFICE OF RESPONSE RECOVERY

Mike was responsible for disaster field staff, readiness and deployment. He managed disaster workforce recruiting, hiring, training and deployment. The workforce size target was 16,305 personnel.

FEMA PA, REGION 2

Mike managed and supervised 6 divisions within the region, and performed activities such as:

- The continuous processing of Sandy Recovery grants processing.
- The complex move of the region to the new WTC 1 building.
- The digitalization of file and the establishment of a pilot of what will become FEMA’s record management system.
- The management of a staff of over 400 across the States of New York, New Jersey, Puerto Rico and the USVI.
SUBJECT MATTER ADVISOR: FEDERAL & CARES ACT

Elaine Duke
Deloitte & Touche LLP

Elaine is an executive specialist at Deloitte’s Government and Public Services practice and Homeland Security and Justice sector. She has total of 29 years of Federal service experience which includes: former Deputy Secretary/Acting Secretary at Department of Homeland Security (DHS), Under Secretary for Management at DHS, Federal contracting officer/acquisition specialist, TSA and DHS Chief Procurement Officer. She has been managing teams of consultants to assist Federal agency clients with financial management and performance work.

EDUCATION

M.B.A., Chaminade University of Honolulu
B.S., Business Management, New Hampshire College (Southern New Hampshire University)

SELECTED EXPERIENCE

DEPUTY SECRETARY OF DHS

Ms. Duke was the Deputy Secretary of the Department of Homeland Security (DHS) from April 10, 2017 to April 15, 2018. She also served as the Acting Secretary of Homeland Security from July 31, 2017 to December 6, 2017.

DHS UNDERSECRETARY OF MANAGEMENT

As Under Secretary, she was responsible for the Department’s management functions and corresponding $47 billion budget. Prior to her appointment, she served both as the Department’s Deputy Under Secretary for Management and Chief Procurement Officer. She also served as Deputy Assistant Administrator for Acquisition at the Transportation Security Administration (TSA), delivering an acquisition program that met the post 9/11 legislative mandate to federalize passenger and baggage screening at U.S. airports. Prior to her service at DHS, Deputy Secretary Duke held various positions with the U.S. Department of Defense.

ADDITIONAL EXPERIENCE

Over the course of her federal government service, Ms. Duke has received the DHS Presidential Meritorious Rank Award, the DHS Secretary’s Medal, the TSA Silver Medal for Customer Service, the Department of the Army Commander’s Award for Public Service, and the U.S. Coast Guard’s Distinguished Public Service Medal.

Ms. Duke has served as a member of the Homeland Security Advisory Council and as a strategic advisor to the Government Technology and Services Coalition, assisting small and mid-tier businesses in the federal sector. She has taught acquisition at American University.
SUBJECT MATTER ADVISOR: FEDERAL & CARES ACT

Damon Armeni
Deloitte & Touche LLP

Damon is a Manager with Deloitte & Touche, LLP. Damon has over 6 years of experience in emergency and crisis management at numerous Departments and Agencies. As the former Director for Response Policy on the National Security Council, Damon is an expert in the nation’s response policies, and as FEMA’s Deputy Director for Congressional Affairs, is an expert and managing Congressional expectations during a crisis and negotiating the development of appropriations bills and legislative solutions. Damon has extensive experience in risk management and mitigation surrounding grant management and Federal compliance. Additionally, Damon is an expert at managing challenging logistical problems and developing policy solutions in difficult and complex environments.

EDUCATION
M.A., Foreign Affairs, University of Virginia
B.A. of Political Science, Pacific Lutheran University

SELECTED EXPERIENCE
NEW YORK STATE, DOB
Led a team responsible for informing New York State leadership on rules, regulations, and implementation of over 43 discrete funding streams unique to the Federal COVID-19 response, developing and maintaining a single point reference document for all relevant funding streams, coordinating the development of a comprehensive strategy for the most efficient use of Federal Grant dollars, and assisting New York State with Federal engagement and communications strategies.

COMMONWEALTH OF PUERTO RICO CENTRAL OFFICE OF RECOVERY, RECONSTRUCTION, AND RESILIENCY
Developed and recommended messaging and communications strategy relating to risk management and engagement with Federal Agencies, Congressional Stakeholders, and the public. Advised Territory leadership on Disaster Response policies and procedures, regulatory and statutory guidelines related to disaster response and recovery and facilitated cogent communications with relevant stakeholders as needed to advance Territory objectives.

FEMA CONGRESSIONAL AFFAIRS
Project Manager, Deputy Director for Legislative Affairs: Developed, recommended and implemented communication strategies which were vital to the overall formulation, awareness and acceptance of the Agency's programs and policies by Congressional stakeholders. Developed and implemented policy and overall planning for the programs and processes relating to congressional affairs activities for the Agency.
SUBJECT MATTER ADVISOR: GRANT MANAGEMENT

Christina Crue
Deloitte & Touche LLP

Christina is a Senior Manager with Deloitte bringing nearly 20 years of experience in the Emergency Management field, specializing in strategic planning, assessments, preparedness, and resilience. Christina is a Certified Emergency Manager through the International Association of Emergency Managers and holds a master’s degree in Emergency Health Services with a focus on Emergency Management.

SKILL SET
For the last ten years Christina has led contracts for federal clients of similar size and scope to this bid to include continuous improvement efforts for the United States Department of Agriculture’s (USDA’s) APHIS response to Avian Influenza and the US State Department Anti-Terrorism Assistance Contract to provide Senior Crisis Management seminars and exercises to foreign delegations. Christina is a tested Manager who efficiently and effectively develops project management documentation and detailed project work plans, assembles deployable team members and organizes workstreams during and after disasters. During the H5N1 Outbreak, Christina met with the USDA APHIS Incident Commander and within 12 hours of contract award responded to the National Emergency Operations Center with five additional staff, and when surge capabilities were required in three additional States, she assembled and deployed three teams of 8 to augment the APHIS National Incident Management Teams within two days of task order award. Christina has designed action and corrective action programs for the State of Maryland, the National Capital Region, and the USDA Animal Plant Health Inspection Service (APHIS).

EDUCATION
M.S. in Emergency Health Services, University of Maryland, Baltimore County (UMBC)
B.A. in Education, Hood College

SELECTED EXPERIENCE
FEMA PA, FEMA INDIVIDUAL AND COMMUNITY PREPAREDNESS DIVISION
As a Program manager for FEMA’s Individual and Community Preparedness Divisions contract, Christina provided training, program development, research, and web-based support activities. She was also tasked with expanding thought leadership in the field of emergency management.

MULTIPLE GOVERNMENT AGENCIES / PRIVATE SECTOR, TIDAL BASIN GOVERNMENT CONSULTING
Christina led an area’s preparedness and resilience practice serving the government, energy, healthcare, and private sectors. Her responsibilities included business development, management and operational duties, as well as corporate strategic planning.

PUBLIC AND PRIVATE SECTORS, EMERGENCY RESPONSE PROVIDER
As Managing Director for Consulting Services for an emergency response provider, Christina provided preparedness-related consulting services to the public and private sector. Christina both served clients and was responsible for managing P&Ls, maintaining and recruiting knowledgeable staff, and held operational responsibility for project execution.

CENTER FOR HEALTH & HOMELAND SECURITY (CHHS)
Christina managed and marketed a distinguished team designing, developing, and evaluating homeland security related training and exercises. Services included training first responders and senior leaders throughout the US and select foreign countries. Christina also contributed to the development of novel web-based training and evaluation program for the National Institute of Health.
SUBJECT MATTER ADVISOR: GRANT MANAGEMENT

Tim Hurley
Deloitte Transactions & Business Analytics LLP

Principal with Deloitte Transactions & Business Analytics, LLP. Mr. Hurley has over 25 years of experience in strategy and implementation services across municipalities, higher education and private sector spaces with an emphasis on financial and operational consulting. He has served as a trusted business advisor, using his diverse experience in management consulting to bring unique perspectives to clients. His primary focus is on restructuring advisory services for diverse parties-in-interest and leading Crisis Management teams to assist Municipalities in the recovery from large disasters.

EDUCATION
M.B.A. Total Quality Management, Fordham University
B.S. in Finance, Providence College

SELECTED EXPERIENCE

COMMONWEALTH OF PUERTO RICO CENTRAL OFFICE OF RECOVERY, RECONSTRUCTION, AND RESILIENCY

Led multiple teams in the Crisis Management sector assisting Municipalities throughout the recovery phase from the largest natural disaster in U.S. History. His leadership focused in the area of grants management compliance and project management activities related to the Federal Emergency Management Association (FEMA). His work included monitoring the status of subrecipient reviews, the number of projects closed out, and the amount of funds disbursed related to recovery reimbursements. In addition to his Crisis Management work, Mr. Hurley led Financial Restructuring teams through the largest U.S. Municipal insolvency case. Areas of focus were revenue generation, budgeting, establishment of Office of CFO, contract controls and ERP implementation.

LOCAL MUNICIPALITIES

Timothy has led multiple teams in the Crisis Management sector assisting Municipalities throughout the recovery phase from the largest natural disaster in U.S. History. His leadership focused in the area of grants management compliance and project management activities related to the Federal Emergency Management Association (FEMA). Timothy’s work included monitoring the status of subrecipient reviews, the number of projects closed out, and the amount of funds disbursed related to recovery reimbursements. In addition to his Crisis Management work, Timothy led Financial Restructuring teams through the largest U.S. Municipal insolvency case. Areas of focus were revenue generation, budgeting, establishment of Office of CFO, contract controls and ERP implementation.
SUBJECT MATTER ADVISOR: GRANT MANAGEMENT

Shawn Kilchrist
Deloitte & Touche LLP

Shawn Kilchrist led the Strategy and Compliance efforts for CRF and FEMA-related COVID-19 funding in St. Louis, Missouri, Baylor University, Kaiser Permanente, Lamar University. He is a Certified Public Accountant (CPA) licensed in the State of Texas and brings 32 years of experience in grant management, auditing, accounting, process analysis, and risk management, including substantial experience with both FEMA, COVID, HUD CDBG-DR (Community Development Block Grant – Disaster Recovery), and Stimulus Grant administration for states like Louisiana (see qual below), Texas, Colorado, Missouri, and more.

EDUCATION
B.B.A Accounting, Texas Tech University

SELECTED EXPERIENCE

STATE OF LOUISIANA, GOHSEP
Assisted the State of Louisiana, GOSHPEP, with an initial assessment of their FEMA Public Assistance grant program and managed the issue and reporting process of the project. Based on the outcomes from the assessment, the team has been implementing new business processes, organizational realignment and improvements and technology improvements.

TEXAS STATE UNIVERSITY SYSTEM
Led internal audit and grant management activities for the Texas State University System to include assessing for the System Office and four of their institutions their processes and controls for managing recent Federal disaster monies. The project was extended to assist Lamar University with responding to audit related findings that included reconciling grant funds and rebuilding grant related files to support compliance with program requirements from two prior national disasters.
PROGRAM MANAGER

Chrystina Cappello
Deloitte Transactions and Business Analytics LLP

Chrystina is a manager in the Infrastructure & Capital Projects group with over 10 years of experience in grant management. She has led large project teams in FEMA PA project closeout and pre-closeout efforts, which includes developing and reviewing packets of information to support total project costs. She also has experience creating management dashboarding reports, developing FEMA PA trainings, designing grant management system capabilities, designing systems for duplication of benefits reviews, and performing subrecipient monitoring. Her background is in architectural engineering and she has worked in the public sector, life sciences, healthcare, and oil and gas industries. Chrystina has served her clients over the years using her strong background and grant management experience.

SKILL SET

Chrystina has experience throughout the grant lifecycle, in FEMA PA and HUD CDBG-DR funding. She has developed trainings to teach a 30-person staff how to do project closeouts for FEMA PA projects including the type of supporting documentation required, how to use the FEMA Grants Portal systems, and where to find required policies and regulations. Chrystina has worked closely with state and federal officials to report on project statuses, overall disaster closeout progress, open items, and foreseen risks including the impacts of new grant regulations.

EDUCATION

B.S. in Architectural Engineering, Mechanical Concentration, Drexel University

SELECTED EXPERIENCE

FEMA PA, GRANT MANAGEMENT

- Worked daily with the grants’ management, compliance, fraud, finance, and strategy teams.
- Developed a closeout strategy using formulas and a methodology, tracking against milestone completion dates.
- Worked with state and FEMA to monitor progress, report on and resolve issues, and develop processes and templates.
- Wrote the closeout procedures, drafted formal FEMA communications, and developed requirements for the closeout module of the state document retention system.

FEMA PA, GOVERNOR’S OFFICE OF HOMELAND SECURITY AND EMERGENCY PREPAREDNESS

- Managed a Strike Team of 10 people tasked with visiting subrecipients to prepare documents for closeout
- Established a Closeout Readiness Pilot Program in a Finance Transformation project for the State through coordination efforts with management, closeout leads, and closeout specialists for a $12 billion federal grant program. Program objectives included increasing closeout efficiency and productivity by defining steps to implement internal business policy decisions, identifying targets for participation, and developing draft detailed procedures.
- Developed Grant management Standard Operating Procedures for the State through conducting interviews and documenting the as-is process, conducting a process walk-through with stakeholders, and providing the resulting policies, procedures, job aids, and FAQ guides.

FEMA PA, DEPARTMENT OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT (DHSEM), GRANT MANAGEMENT

- Designed and facilitated a subrecipient Monitoring Program designed to review subrecipients policies and procedures in place for alignment with relevant federal regulations and the new 2 CFR requirements in the state. This program extended over 14 different grant programs and she participated in over 30 visits throughout the state.
Program Manager

Mohinder Singh
Deloitte Transactions and Business Analytics LLP

Mohinder Singh is a senior manager in the Infrastructure & Capital Projects Practice in the New York office of Deloitte Transactions and Business Analytics LLP. Mohinder has more than 18 years of experience and specializes in providing Integrity Monitoring and Oversight services as well as services to optimize and develop processes and controls to manage capital spend for both public and private sector clients.

EDUCATION

M.S. Stevens Institute of Technology
B.S., M5 University, India

SELECTED EXPERIENCE

NYS GOVERNORS OFFICE OF STORM RECOVERY
Currently Mohinder is leading the team engaged by the New York State Governor’s Office of Storm Recovery (GOSR) for performing on-going regulatory and contract compliance assessments in connection with approximately $4.0 billion in grant funding for reconstruction and recovery from Superstorm Sandy. These assessments include reviewing the progress of grants spending, compliance with applicable and agreed upon contractual requirements as well regulatory (Federal and State) provisions, with attention to potential vendor relationship issues, conflicts of interest, budget status, overbilling and potential fraud, waste and abuse, and other project risks.

SUPERSTORM SANDY RELATED DAMAGES ASSESSMENT (NY- CONFIDENTIAL)
Mohinder led the team that is providing claims support services to a large NYC based client which suffered damages to its property and disruption to existing operations due to superstorm Sandy. As part of the engagement, Deloitte is reviewing plans to quantify the cost of damages and delays due to storm water damage caused by Superstorm Sandy.

INTERNAL AUDIT- PROCESS AND CONTROLS ASSESSMENT (NYCEDC)
Mohinder is also the lead on the engagement where Deloitte has been awarded a multi-year contract by New York City Economic Development Corporation (NYCEDC) to review compliance with current process and procedures to manage capital spend as well as provide recommendations to enhance the controls. As part of the engagement, Deloitte also reviews incurred capital spend costs to determine the eligibility of the cost from contractual as well as merit standpoint.

INTEGRITY MONITORING (CITIGROUP)
Recently, Mohinder led an engagement performing integrity monitoring services on Citigroup’s $2B capital spend. As part of this engagement, Mohinder led the team which performed active integrity monitoring, risk assessments, tested the rigor of the cost management and vendor procurement processes and assisted in the development and implementation of enhanced invoice review, cost management and procurement procedures.

INTERNAL AUDIT- PROCESS AND CONTROLS ASSESSMENT (NEW YORK CITY SCHOOL CONSTRUCTION AUTHORITY)
In the recent past, in conjunction with the client’s Internal Audit department, Mohinder led the team which performed on-going assessments to test New York City School Construction Authority’s (NYCSCA) compliance with applicable policies and operating guidelines as well as provide improvement opportunities to enhance and improve controls around capital spend. As part of this engagement, Mohinder performed active monitoring around the various aspects of the NYCSCA’s capital program including invoice review and approval, vendor payment approval, schedule management, consultant and contractor evaluation process and labor law compliance.
Program Manager

Scott Holt, CPA
Deloitte Transactions and Business Analytics LLP

Mr. Holt is a Specialist Leader with 12 years of experience providing audit, accounting, investigative, and regulatory support to Federal and commercial clients. As a Deloitte Forensic Accountant professional, he performs forensic accounting in support of third-party money laundering (3PML) investigations and prosecutions.

Mr. Holt has experience supporting the Federal Bureau of Investigations (FBI), the Department of Defense (DoD), and other clients with forensic accounting and investigations; anti-money laundering (AML) investigations and programmatic assessments; financial statement audits; and is familiar with global AML, accounting, finance, and compliance regulations. As a Certified Public Accountant (CPA), Mr. Holt possesses a deep understanding of audit, accounting, internal control, and other procedures and requirements needed to comply with U.S. Generally Accepted Accounting Principles (GAAP), as prescribed by the American Institute of Certified Public Accountants (AICPA).

EDUCATION
MCAT, Accounting, Tulane University
B.S., Finance, Tulane University

SELECTED EXPERIENCE

FEDERAL, STATE, AND LOCAL LAW ENFORCEMENT
Lead a national team of forensic accountants and financial investigators that assist Federal, State, and local law enforcement with money laundering investigations. Provide reach-back support and knowledge sharing opportunities for the entirety off the national team.

FEDERAL LAW ENFORCEMENT
Support federal law enforcement in analysis of complex financial and business records. Perform forensic accounting on records to identify schemes, networks, assets, and vulnerabilities for exploitation. Provide open source research to parallel construct the identified networks. Prepare network charts and target summaries for the investigated networks. Present findings to case agents and US Attorney for inclusion in the investigation and prosecution. Created an investigation tool to capture and coordinate the disparate sources of information. Information included in analysis includes, but is not limited to: subpoenaed bank records, Bank Secrecy Act information, open source records, interviews, and emails.

OPEN SOURCE RESEARCH AND ANALYSIS
Led a small team of professionals that conducts open-source research and analysis. Have direct contact with “cleared” (have the required security clearance) Deloitte personnel who provide targeted individuals and companies. Provide qualitative and quantitative financial and relationship analysis on the researched targets. Develop leads based on research and analysis. Corporate databases used for research include, but are not limited to: G-Duns, OneSource, Factivia, Amadeus, D&B, Hoovers, and Lexis Company Search.
Project Manager

Samarth Shah
Deloitte Transactions and Business Analytics LLP

Samarth Shah is a manager in the Capital Projects Practice in the New York office of Deloitte Transactions and Business Analytics LLP. Samarth has project controls, project management, and cost estimating experience in heavy civil and environmental construction projects. His experiences include project scheduling, claims analysis, construction oversight, project cost reporting, value engineering, subcontractor negotiation, procurement, and cost estimating for Federal and commercial projects in the United States. He also has extensive experience in digital capital projects, which includes data analytics, dashboard development and visualization, and advanced forecasting.

EDUCATION

B.S., Civil Engineering, Rutgers University

SELECTED EXPERIENCE

STATE OF NEW YORK, GOVERNOR'S OFFICE OF STORM RECOVERY INTEGRITY MONITORING
Engaged by GOSR to provide integrity and compliance monitoring for Federal grant funds administered through the Community Development Block Grant program (CDBG). Samarth oversaw integrity and compliance monitoring of grant funds used for construction activities of the subrecipient as necessary to ensure that the subaward was used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward construction project performance goals were achieved. Specific monitoring activities included reviewing the financial, programmatic, and construction project documentation required by GOSR, and following up with the subrecipient to ensure timely and appropriate action on all deficiencies.

DEPARTMENT OF VETERANS AFFAIRS, PERFORMANCE MEASURES DASHBOARD
Developed a project management performance measures dashboard for major construction projects for the VA Office of Construction and Facilities Management. Identifying industry standard and relevant performance measures (metrics) to assess the performance of construction projects, and then design a usable and reportable dashboard. Interviewed stakeholders and system owners to identify source systems and source data to use as the basis for development.

NEW YORK UNIVERSITY, LANGONE HEALTH MEDICAL PAVILION CONSTRUCTION AUDIT
Conducted review of a $900M+ New York University Langone Health medical pavilion and hospital center. Review contractor billings for compliance with contractual requirements along with subcontractors. Review included procurement, materials, equipment, labor, change orders, general conditions, fees, and markups.

INTERNATIONAL PHARMACEUTICAL COMPANY (CONFIDENTIAL)
Conducted reviews of pay applications for a large, international pharmaceutical company that is building a $2 billion facility. Reviewed owner/GC contracts to identify allowable costs, and checked against pay applications for professional services, craft labor, and miscellaneous expenses. Identified more than $400,000 in questionable expenses over a six-month time period to minimize claims and disputes.
Project Manager

Frankie DiSomma
Deloitte Transactions and Business Analytics LLP

Frankie has over 7 years’ experience providing strategy & implementation advisory services across public sector agencies. Frankie serves in the Core Forensics & Investigations group and has experience in forensic accounting and consulting, fraud, waste and abuse services, fraud risk and controls assessments, and evaluation of controls and litigation matters. Frankie has participated in numerous projects serving state and federal agencies and multinational corporations. He has experience across a wide variety of industries, with a focus in federal and state agencies and consumer products.

EDUCATION
B.S., Accounting, Quinnipiac University
B.A., Criminal Justice, Quinnipiac University

SELECTED EXPERIENCE

NEW YORK STATE DEPARTMENT OF HOMELAND SECURITY
Frankie supported the State of New York in providing Federal Reimbursement Support services to assist with the management and oversight efforts related to the COVID-19 virus. Previously, he worked with the New York Division of Homeland Security & Emergency Services on their crisis planning and response strategy to COVID-19, as well as FEMA reimbursement preparation. Additionally, Frankie assisted with daily reporting of data from hospitals, nursing homes, and other healthcare facilities on their capacity, resources, and patient health.

OFFICE OF THE CFO, TREASURY (HACIENDA, GOVERNMENT OF PUERTO RICO
Frankie assisted the Office of the CFO in agency and other interactions and provided ad-hoc assistance with the development of savings plans and allocations for various agencies. Frankie also participated in meetings with the Office of the CFO and various agency leaders to plan and prepare for meetings with the Financial Management Oversight Board.

STATE OF NEW YORK, GOVERNOR’S OFFICE OF STORM RECOVERY INTEGRITY MONITORING
Frankie was engaged by GOSR to assist in infrastructure monitoring and compliance matters related to grant funding for reconstruction and recovery, with responsibilities including the development, implementation, and completion of an independent investigative review of vendors within a state housing program for potential risks of fraud, waste or abuse.
Project Manager

Stephanie Rengifo, CFE
Deloitte Transactions and Business Analytics LLP

Stephanie Rengifo is a Specialist Master in the Forensics practice of Deloitte Transactions and Business Analytics LLP and is currently based in Parsippany, New Jersey. Ms. Rengifo has strong skills in financial analysis and visualization skills using Excel, Access, Visio, Word, and PowerPoint, audit/financial accounting, risk assessment, reviewing transactions for potential fraud/concealment, and internal controls. She is detail-oriented with the ability to problem solve while recognizing the larger objectives of a task. She works effectively in teams and proactively and consistently communicates with clients to improve client satisfaction. Ms. Rengifo has a track record of successfully working on multiple projects simultaneously. She has served both Federal and commercial clients.

EDUCATION
B.S., Business Administration, Accounting and Finance, Montclair State University
B.A., Criminal Justice, Quinnipiac University

SELECTED EXPERIENCE

LAW ENFORCEMENT
Professional money laundering network support services, analyses of complex financial and business records and Bank Secrecy Act (BSA) data, in conjunction with Law Enforcement Sensitive information to identify and directly target the money laundering networks used by major criminal and Drug Trafficking Organizations (DTOs), thus enabling law enforcement to enhance financial investigations beyond simply targeting assets and profits related to a criminal organization's leadership.

K. HOVANIAN AMERICAN MORTGAGE, LLC
Lead audit in-charge of financial statements and internal controls audit, including SEC Forms 10-K/Q and new mortgage bank client. Perform all functions of auditing, including general planning, identifying areas of audit significance, understanding and evaluating the significant sources of information, performing risk assessment including fraud risk assessment and working with forensic audit and fraud specialists, development of the audit approach and drawing overall audit conclusions. Perform audit using governmental auditing standards (GAGAS) or generally accepted auditing standards (GAAS).
Supervisory/Senior Consultant

Joselyn Gonzalez, CPA
Deloitte and Touche LLP

Joselyn Gonzalez is a Senior Consultant within the Deloitte Financial Advisory Services LLP. She has over five years of professional experience including: disaster recovery, corporate financial investigations, analyzing litigation disputes, compliance-based Foreign Corrupt Practices Act (FCPA) engagements, evaluating internal procedures and testing for regulatory compliance. Ms. Gonzalez's experience also includes project management for high profile litigations and eDiscovery engagements in the U.S. and Germany as well as FEMA public assistance in Puerto Rico.

EDUCATION

Masters of Accounting, University of Texas
B.S., Accounting, University of Texas

SELECTED EXPERIENCE

COMMONWEALTH OF PUERTO RICO

As a Closeout Specialist, assisted with the closeout process of hurricane recovery in a U.S. commonwealth for small and large projects.

- Created status reports to show progress made towards FEMA closeout deadlines and communicates concerns to state about timeline and opportunities for process improvement.
- Drafted letters for FEMA identifying concerns with deadlines.
- Managed issue logs and discusses outstanding Subrecipient issues weekly with the client.
- Attended, organized, and managed communication for site visits across 44 municipalities and agencies.
- Submitted closeout packets for 19 subrecipients and closed 35 project worksheets.
- Coordinated the submission of documentation with subrecipients and conducted validation of financial and non-financial documents such as contracts, labor and procurement policies, ownership certificates, invoices, purchase orders, payroll, among others.
- Created FEMA documentation and reports in English and Spanish and provided translation assistance as needed across various workstreams.
Supervisory/Senior Consultant

Adam Dormuth, CPA
Deloitte and Touche LLP

Adam Dormuth is a Deloitte Advisory Senior Consultant in Financial Risk Transactions and Restructuring. He has nearly seven years of litigation support and investigation related experience and also experience in performance audits. He possesses knowledge and experience related to litigation, supporting expert witnesses, and working through the legal process. He is also familiar with internal controls, assessing program funds use, and specialty pay programs. He is a Certified Public Accountant, Certified in Financial Forensics, and a Certified Fraud Examiner.

EDUCATION

M.B.A. Accounting and Finance, George Washington University
B.S., International Business, Auburn University

SELECTED EXPERIENCE

TREASURY EXECUTIVE OFFICE FOR ASSET FORFEITURE
Supported Federal law enforcement through forensic accounting services in complex financial investigations. Identifying applicable charges, drafting relevant document requests, drafting and participating in case-related interviews, meeting with prosecuting US Attorneys, and producing investigative analysis to present to US Attorneys

VARIOUS CLIENTS INCLUDING DOJ, DOD, STATE OF VIRGINIA, AND NOT FOR PROFITS
Provided litigation support for federal clients in disputes related to contractors and vendors.
Reviewed and recommended corrective actions on prior audit findings and evaluate the adequacy of those corrective actions.
Analyzed the efficiency of program funds used and reported on findings; included multi-state, multi-month, and national onsite visits and interaction with program recipients
Subconsultant - Subject Matter Advisor

Steven Kral
ATCS, PLC

Mr. Kral has over 20 years of program/project management experience in both private and public sectors environments. He has continued to expand multiple companies Disaster Recovery programs in addition to their Public Assistance Programs. Utilizing data analysis Mr. Kral was able to identify policy and legislative trends within the Emergency Management Sector to better predict where to focus future marketing efforts. Steve has maintained command centers to monitor and manage emergency operations and has assessed damage to communities and coordinated receiving assistance and supplies if necessary. Steve specializes in coordinating with local or state governments, hospitals, nonprofit organizations, or private companies through the lifecycle of an emergency.

EDUCATION
M.S., Homeland Defence Security, Naval Post Graduate School
B.S., Biology, Fordham University

SELECTED EXPERIENCE

EMS DIRECTOR, ATCS, PLC
Expanded the breadth of ATCS’ emergency management services to state and local markets, especially in the mid-Atlantic and southeast regions utilizing his extensive knowledge of EMS. Steve’s responsibilities include developing emergency procedures and plans to respond to natural disasters or other emergencies to minimize risk to people and property and organize training programs and exercises for volunteers, staff, and other respondents.

SENIOR MANAGER, ERNST & YOUNG
Mr. Kral was responsible for the continued growth and expansion of the Public Safety and Recovery practice units. Since joining EY on May 2, 2016 the practice has been awarded four additional state, local and urban area contracts to assist public safety agencies with effective preparedness and resiliency approaches. As well as managed recovery efforts for the City of Santa Rosa, California after the 2017 Tubbs Wildfire in which over 5000 homes in the City were destroyed. Successfully recouped over $50 million in recovery funding, applied for over $89 million in mitigation funds, obtained a $10 million PDM grant to develop a flood wall for the wastewater treatment facility, and led four appeal efforts. He managed the development of the of the Emergency Response Plan (ERP) and Hazard Vulnerability Assessment (HVA) for the Buffalo Sewer Authority. The ERP structure and approached were married to the City of Buffalo and Erie County Comprehensive Emergency Management Plan allowing for clear communication and command.

TIDAL BASIN GOVERNMENT CONSULTING
Directed analytical and strategic planning projects for a range of Federal, state, and local public safety clients. Developed path-breaking work in assessing community resiliency, cyber-security challenges, all hazards planning, as well as assessment/evaluation of specific homeland security and emergency management programs. Mr. Kral developed the Commonwealth of Virginia’s Homeland Security Strategic Plan focused on strengthening medical surge capability for situations that overwhelm local resources. He supported NYU Langone Medical Center preparedness services with the development of an umbrella Emergency Management Program that resulted in enhanced preparedness and recovery capabilities due to the Superstorm Sandy in 2012.

WASHINGTON METROPOLITAN AREA TRANSIT AUTHORITY
Served as liaison to state/local legislative bodies, government agencies, and business community on issues related to transportation resiliency and homeland security grants management (i.e., TSGP, UASI, and SHSP).
Subconsultant – Subject Matter Advisor

Clint Pipkin
ATCS, PLC

Clint Pipkin has over 24 years’ experience in Disaster Management. He was recently deployed as a Project Specialist for Hurricane Mathew in VA. He has also served as the FEMA Liaison to the City of New Orleans for Hurricane Katrina. His work with the city included identifying and facilitating workable solutions to problems related to FEMA’s Public Assistance Program; identifying alternate and improved projects; developing scopes of work for eligible alternate, improved, consolidation and relocation projects, and formulating Project Worksheets. Prior to joining ATCS, Clint was the State Public Assistance Officer with Maryland Emergency Management Agency. He was responsible for managing the implementation of FEMA’s Public Assistance (PA) Program in the State of Maryland. He also served as the State Exercise and Training Officer while at Maryland.

EDUCATION
B.A., Political Science, St. Mary’s College of Maryland

SELECTED EXPERIENCE

PROJECT DIRECTOR/SENIOR PLANNER, ATCS, PLC
Provides management and consultation services on behalf of ATCS to various public and private sector clients, most notably the Federal Emergency Management Agency. DR-4337, Hurricane Irma, Florida. Served as PA Trainer for Branches 1 and 2, covering the panhandle and Northern Florida.

- Grants Manager Trainer. Provided training for Program Delivery Managers, Task Force Leads, and Deputy PA Group Supervisors.
- FEMA Liaison for Housing Group Site. Deployed as a FEMA Liaison to Gridley, CA to manage the site development and construction of FEMA’s 72-acre group home site for survivors of the Camp Fire (Paradise, CA). Facilitated coordination of program work including planning, licensure, certification, on-site safety and security, and suitability of program personnel to meet FEMA security requirements. Oversaw data collection and reporting, performing computations and preparing tabulations and graphs to track recovery progress.

PROJECT SPECIALIST, FEMA
Deployed to JFO in Virginia Beach to deliver FEMA’s PA Program following Hurricane Matthew (DR-4291). Developed Project Worksheets for the Virginia Department of Emergency Management, Virginia State Police and Fort Monroe Authority.

FOUNDER/PRESIDENT, NATIONAL DISASTER RELIEF FOUNDATION
Founder of a nationwide charity dedicated to giving direct financial assistance to disaster victims. Relief operations included: Kentucky floods (2015), Hurricane Irma (2017), California Wildfires (2018), and Hurricane Florence (2018), in addition to upcoming disasters.
Subconsultant – Grant Management

Liz Filipek, CPA, CFE
ATCS, PLC

Elizabeth (Liz) Filipek is a Certified Public Accountant (licensed in IL) and Certified Fraud Examiner who has 12 years of experience with forensic accounting, auditing, and project management. Prior to joining ATCS in 2019, she spent seven years at accounting firm Ernst & Young (EY) where she focused on state and local emergency management clients and gained valuable experience with FEMA’s Hazard Mitigation Grant Program Section 404 funding project applications. She has experience conducting assessments of risk, waste, and fraud related to Federal grant funding. She has assisted both public and private sector clients with adjustment and presentation of commercial insurance claims, management of Federal and State grant funding (including disaster recovery funding), and assessments related to financial and emergency preparedness.

EDUCATION

B.A., Political Science, St. Mary’s College of Maryland

SELECTED EXPERIENCE

SENIOR EMERGENCY MANAGEMENT SPECIALIST, ATCS, PLC
Assisted the Emergency Management Services practice to identify and pursue opportunities to assist Federal and local agencies with disaster recovery services, including recovery planning and financial analysis.

- Supporting FEMA’s development of a public-facing, searchable library of COVID-19 resources and guidance
- Assisted with the development and facilitation of a multi-day training session in the USVI to provide interested non-profit and NGO representative’s information about recovery grant applications and recovery grant management best practices
- Supported staff facilitating recovery planning, capacity building and coordination efforts in Puerto Rico.

MANAGER, ERNST & YOUNG
Managed internal and external teams to plan, research, draft, refine, edit, finalize and submit disaster recovery and preparedness proposals to some of the largest State, County and City agencies, with a 100% success rate on submitting fully responsive, on-time proposals and conversions to wins resulting in engagements with fees totaling more than $1.5M.

- Conducted risk assessments of more than $200M in contracts to identify potential opportunities for fraud, waste, and abuse of Federal grant funding on behalf of a State Department of Treasury
- Managed a team responsible for assisting a City government to develop and submit nine Hazard Mitigation Grant Program (HMGP) Section 404 funding project applications totaling over $26.5M
- Managed the review of more than 250 policy and procedure documents related to administration of mitigation projects on behalf of the largest single sub-recipient in New York and provided observations regarding recommended adjustments to improve clarity, consistency, and comprehensiveness.

SENIOR ASSOCIATE, TM FINANCIAL FORENSICS
Conducted property damage and business interruption analyses to prepare for depositions and an international arbitration in an insurance dispute matter, which resulted in a favorable settlement for client. Analyzed claims and payment data to identify and summarize trends in workers’ compensation incidents for an internal client investigation, which enabled our client better model and prepare for these costs.
Appendix C

Deloitte Information Security Statement
Pages 126 through 142 redacted for the following reasons:
- Vendor Requested Advantage to Competitors, Vendor Requested Security Measures and Surveillance Techniques, Vendor Requested Trade Secrets and Proprietary Commercial Information