



# 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

Event	Date	Time
Questions Regarding Request for Quote Due Date	October 28, 2020	2:00 PM
Request for Quote Submission Due Date	December 18, 2020	2:00 PM

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 \(www.njstart.gov\)](http://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 [REDACTED] 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

<b>NJSTART Term</b>	<b>Equivalent Existing New Jersey Term</b>
Bid/Bid Solicitation	RFQ/Solicitation
Bid Amendment	Addendum
Change Order	Contract Amendment
Master Blanket Purchase Order (Blanket P.O.)	Contract
Offer and Acceptance Page	Signatory Page
Vendor	Bidder/Contractor

### 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 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 MACBRIDE 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.

#### **4.1.1.1.2 NON-COLLUSION**

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.

#### **4.1.1.1.3 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>

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.

#### **4.1.1.2 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.

##### **4.1.1.2.1 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:

- (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)**

### 5.13.1 INDEMNIFICATION

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](mailto:NJSupplierReports@treas.nj.gov).

Reports are due:

January 1<sup>st</sup> through June 30<sup>th</sup> – due by July 30<sup>th</sup>; and  
July 1<sup>st</sup> through December 31<sup>st</sup> – due by January 30<sup>th</sup>.

## **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 the 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**

#### **7.1.1 REQUIREMENTS OF PUBLIC LAW 2005, CHAPTER 51, N.J.S.A. 19:44A-20.13 - N.J.S.A. 19:44A-20.25 (FORMERLY EXECUTIVE ORDER NO. 134), EXECUTIVE ORDER NO. 117 (2008) AND N.J.A.C. 17:12-5 ET SEQ.**

- 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**

The intended Contractor must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. Intended Contractors not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval must complete the Affirmative Action Employee Information Report (AA-302) located on the web at [http://www.nj.gov/treasury/purchase/forms/AA\\_%20Supplement.pdf](http://www.nj.gov/treasury/purchase/forms/AA_%20Supplement.pdf).

#### **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.

## 9.0 STATE OF NEW JERSEY STANDARD TERMS AND CONDITIONS

(Rev: 11/12/2020)

### 1. STANDARD TERMS AND CONDITIONS APPLICABLE TO THE CONTRACT

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

#### 1.1 CONTRACT TERMS CROSSWALK

##### **NJSTART** Term

##### Equivalent Statutory, Regulatory and/or Legacy Term

Bid/Bid Solicitation	Request For Proposal (RFP)/Solicitation
Bid Amendment	Addendum
Change Order	Contract Amendment
Master Blanket Purchase Order (Blanket P.O.)	Contract
Offer and Acceptance Page	Signatory Page
Quote	Proposal
Vendor	Bidder/Contractor

### 2. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

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

#### 2.1 BUSINESS REGISTRATION

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

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

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

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

## 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 or holder of the public office of Governor or Lieutenant Governor, or to any State or county party committee;

- E. Engage or employ a lobbyist or consultant with the intent or understanding that such lobbyist or consultant would make or solicit any contribution, which if made or solicited by the business entity itself, would subject that entity to the restrictions of the Legislation;
- F. Fund contributions made by third parties, including consultants, attorneys, family members, and employees;
- G. Engage in any exchange of contributions to circumvent the intent of the Legislation; or
- H. Directly or indirectly through or by any other person or means, do any act which would subject that entity to the restrictions of the Legislation.

## 2.7 POLITICAL CONTRIBUTION DISCLOSURE

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

## 2.8 STANDARDS PROHIBITING CONFLICTS OF INTEREST

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

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

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

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

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

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

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

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

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

#### 2.10 COMPLIANCE - LAWS

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

#### 2.11 COMPLIANCE - STATE LAWS

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

#### 2.12 WARRANTY OF NO SOLICITATION ON COMMISSION OR CONTINGENT FEE BASIS

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

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

#### 3.1 COMPLIANCE - CODES

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

### 3.2 PUBLIC WORKS CONTRACTOR REGISTRATION ACT

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

### 3.3 PUBLIC WORKS CONTRACT - ADDITIONAL AFFIRMATIVE ACTION REQUIREMENTS

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

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

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

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

marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex;

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

### 3.4 BUILDING SERVICE

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

### 3.5 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT

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

### 3.6 SERVICE PERFORMANCE WITHIN U.S.

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

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

### 3.7 BUY AMERICAN

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

### 3.8 DOMESTIC MATERIALS

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

### 3.9 DIANE B. ALLEN EQUAL PAY ACT

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

## 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



in the Certificate Holder box. The certificates and any notice of cancelation shall be emailed to the State at:

[ccau.certificate@treas.nj.gov](mailto: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.
    - o This \$1,000,000 amount may have been raised by the RFP when deemed necessary by the Director; and
    - o 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 web site, <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

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." See, 2 CFR Part 200, Appendix II, para. C.

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

1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:  
Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the



administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

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

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

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

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

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

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

U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable. Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. Additionally, contractors are required to pay wages not less than once a week.

#### 7.6 COPELAND ANTI-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").

- a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into the OGS centralized contract.
- b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
- c. Breach. A breach of the clauses above may be grounds for termination of the OGS centralized contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

#### 7.7 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT, 40 U.S.C. 3701-3708

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

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.
3. Withholding for unpaid wages and liquidated damages. The unauthorized user shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.
4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor

shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

#### 7.8 RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

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

#### 7.9 CLEAN AIR ACT, 42 U.S.C. 7401-7671Q, AND THE FEDERAL WATER POLLUTION CONTROL ACT, 33 U.S.C. 1251-1387, AS AMENDED

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

##### Clean Air Act

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

##### Federal Water Pollution Control Act

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

#### 7.10 DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

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

7.11 BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. 1352

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

## 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](http://www.state.nj.us/treasury/contract_compliance)).

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

## EXHIBIT B

### MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE

N.J.S.A. 10:5-31 et seq. (P.L. 1975, c. 127)

N.J.S.A. 10:5-39 et seq. (P.L. 1983, c. 197)

N.J.A.C. 17:27-1.1 et seq.

### CONSTRUCTION CONTRACTS

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

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

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

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

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

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

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

- (A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to afford equal employment opportunities minority and women workers directly, consistent with this chapter. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with affording equal employment opportunities as specified in this chapter, the contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.
- (B) If good faith efforts to meet targeted employment goals have not or cannot be met for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions:
- (1) To notify the public agency compliance officer, the Dept. of LWD, Construction EEO Monitoring Program, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;
  - (2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;
  - (3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;
  - (4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area;
  - (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
  - (6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:
    - (i) The contractor or subcontractor shall interview the referred minority or women worker.
    - (ii) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall in good faith



determine the qualifications of such individuals. The contractor or subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Dept. of LWD, Construction EEO Monitoring Program. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

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

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

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

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

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

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

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

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

## EXECUTIVE ORDER NO. 151 REQUIREMENTS

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

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

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

1. The Contractor shall recruit prospective employees through the State Job bank website, managed by the Department of Labor and Workforce Development, available online at <http://NJ.gov>/<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:

<b>Program and Performance Monitoring</b>	<b>Financial Monitoring / Grant Management</b>	<b>Integrity Monitoring / Anti-Fraud</b>
Development of processes, controls and technologies to support the execution of CARES Act funded programs and other federal programs, e.g. FEMA.	Comprehensive understanding of the relevant grant programs and criteria.	Forensic accounting and other specialty accounting services.
Review and improvement of procedures addressing financial management.	Streamlining of grant management and fiscal management processes to ensure accountability of funds and compliance with program regulations.	Continuing risk assessments and loss prevention strategies.
Workload analysis; skills gap analysis, organizational effectiveness and workforce recruiting strategies.	Monitoring all grant management, accounting, budget management, and other business office functions.	Performance and program monitoring and promotion of best practices.
Consulting services to support account reconciliations.	Providing training for staff in the area of detection and prevention of waste, fraud, and abuse.	Prevention, detection and investigation of fraud and misconduct

Quality assurance reviews and assessments associated with the payments process to ensure compliance with federal and state regulations.	Ensuring compliance with all applicable federal and state accounting and financial reporting requirements.	Implement and manage appropriate compliance systems and controls, as required by federal, state and local law.
Risk analysis and identifications of options for risk management.		Provide data management systems/programs for the purpose of collecting, conducting and reporting required compliance and anti-fraud analytics.
Subject Matter Expert knowledge of required standards for related monitoring and financial standards.		

# 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:

No.	Recipient Data Elements	Response	Comments
<b>A.</b>	<b>General Information</b>		
1	Recovery Program Participant		
2	Federal Funding Agency (e.g. CARES, HUD, FEMA)		
3	State Funding (if applicable)		
4	Award Type		
5	Award Amount		
6	Accountability Officer		
7	Brief Description, Purpose and Rationale of Integrity Monitor Project/Program		
8	Contract/Program Location (if applicable)		
9	Amount Expended by Recovery Program Participant to Date		
10	Amount Provided to Other State or Local Entities		
11	Completion Status of Contract or Program		
12	Expected Contract End Date/Time Period		
<b>B.</b>	<b>Monitoring Activities</b>		
13	If FEMA funded, brief description of the status of the project worksheet and its support.		

14	Quarterly Activities/Project Description (include with specificity activities conducted, such as meetings, document review, staff training, etc)		
15	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.		
16	Description of quarterly auditing activities that have been conducted to ensure procurement compliance with terms and conditions of the contracts and agreements.		
17	Has payment documentation in connection with the contract/program been reviewed? Please describe.		
18	Description of quarterly activity to prevent and detect waste, fraud, and abuse.		
19	Provide details of any integrity issues/findings		
20	Provide details on any other items of note that have occurred in the past quarter.		
21	Provide details of any actions taken to remediate waste, fraud and abuse noted in past quarters.		
<b>C.</b>	<b>Miscellaneous</b>		
22	Attach a list of hours (by employee) and expenses incurred to perform your quarterly integrity monitoring review.		

23	Add any item, issue or comment not covered in previous sections but deemed pertinent to monitoring program.		
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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:**

Risk Inquiry Areas	Rating Element	Summary Assessment/Description of Risks Identified	Risk Level (Low, Medium, High)
<b>Inquiry 1</b>			
Organizational leadership, capacity, expertise, and experience managing and accounting for federal grant funds in general, and disaster recovery funds in particular.	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?		

<b>Inquiry 2</b>			
Input from the individuals/units that will be disbursing funds or administering the program	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?		
<b>Inquiry 3</b>			
Review of existing internal controls and any identified weaknesses.	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?		
<b>Inquiry 4</b>			
Prior audits and audit findings.	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?		
<b>Inquiry 5</b>			
Lessons learned from prior disasters	Has your agency been audited after a previous disaster? Have you considered and addressed any findings and recommendations from such audit(s)?		



<b>Inquiry 6</b>			
Sub-recipient internal control weaknesses, if applicable.	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?		
<b>Inquiry 7</b>			
Adequacy of financial, acquisition, and grants management policies and procedures, including technological capacity and potentially outdated financial management systems.	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?		
<b>Inquiry 8</b>			
Barriers to reporting.	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?		
<b>Inquiry 9</b>			
Experience with state and federal procurement processes, value of anticipated procurements, and reliance on contractors to meet program goals and objectives.	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?		

<b>Inquiry 10</b>			
Potential conflicts of interests and ethics compliance.	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?		
<b>Inquiry 11</b>			
Amount of funds being disbursed to a particular category of sub-recipient and the complexity of its project(s).	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?		
<b>Inquiry 12</b>			
Whether federal or state guidelines provide guidance regarding the uses of funds (i.e., discretionary vs. restrictive).	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?		

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

No.	Recipient Data Elements
<b>A. General Info</b>	
1.	Recovery Program Participant
2.	Federal Funding Agency (e.g., Section 5001 of CARES Act)
3.	State Funding (if applicable)
4.	Award Type
5.	Award Amount
6.	Accountability Officer
7.	Brief Description, Purpose and Rationale of Integrity Monitor Project/Program
8.	Contract/Program Location (if applicable)
9.	Amount Expended by Recovery Program Participant to Date
10.	Amount Provided to other State or Local Entities
11.	Completion Status of Contract or Program
12.	Expected Contract End Date/Time Period
<b>B. Monitoring Activities</b>	
13.	If FEMA funded, brief description of the status of the project worksheet and its support.
<b>No. Recipient Data Elements</b>	
14.	Quarterly Activities/Project Description (include with specificity activities conducted, such as meetings, document review, staff training, etc)
15.	Brief description to confirm appropriate data/information has been provided by recipient and what activities have been taken to review in relation to the <u>project/contract/program</u> .
16.	Description of quarterly auditing activities that have been conducted to ensure procurement compliance with terms and conditions of the contracts and agreements.
17.	Has payment documentation in connection with the contract/program been reviewed? Please describe

18.	Description of quarterly activity to prevent and detect waste, fraud and abuse.
19.	Provide details of any integrity issues/findings
20.	Provide details on any other items of note that have occurred in the past quarter
21.	Provide details of any actions taken to remediate waste, fraud and abuse noted in past quarters
<b>No.</b>	<b>Recipient Data Elements</b>
<b>C. Miscellaneous</b>	
22.	Attach a list of hours (by employee) and expenses incurred to perform your quarterly integrity monitoring review
23.	Add any item, issue or comment not covered in previous sections but deemed pertinent to monitoring program.

Name of Integrity Monitor:	Name of Rep:
Signature:	
Date:	
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<b>Response</b>

ort Preparer:

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Comments

## 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

LINE #	STAFF CLASSIFICATIONS	YEAR 1 HOURLY RATE	YEAR 2 HOURLY RATE
1	Partner/Principal/Director	\$ _____	\$ _____
2	Program Manager	\$ _____	\$ _____
3	Project Manager	\$ _____	\$ _____
4	Supervisory/Senior Consultant	\$ _____	\$ _____
5	Consultant	\$ _____	\$ _____
6	Associate/Staff	\$ _____	\$ _____
7	Subject Matter Expert	\$ _____	\$ _____
8	Administrative Support	\$ _____	\$ _____

LINE #	Pass through Price Lines	YEAR 1	YEAR 2
9	Other Direct Costs		
10	Travel Expenses and Reimbursements		

- **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.**

Bidder's Name: \_\_\_\_\_

**CATEGORY 2: FINANCIAL AUDITING AND GRANT MANAGEMENT**

LINE #	STAFF CLASSIFICATIONS	YEAR 1 HOURLY RATE	YEAR 2 HOURLY RATE
11	Partner/Principal/Director	\$ _____	\$ _____
12	Program Manager	\$ _____	\$ _____
13	Project Manager	\$ _____	\$ _____
14	Supervisory/Senior Consultant	\$ _____	\$ _____
15	Consultant	\$ _____	\$ _____
16	Associate/Staff	\$ _____	\$ _____
17	Subject Matter Expert	\$ _____	\$ _____
18	Administrative Support	\$ _____	\$ _____

LINE #	Pass through Price Lines	YEAR 1	YEAR 2
19	Other Direct Costs		
20	Travel Expenses and Reimbursements		

- **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.**

Bidder's Name: \_\_\_\_\_

**CATEGORY 3: INTEGRITY MONITORING/ANTI-FRAUD**

LINE #	STAFF CLASSIFICATIONS	YEAR 1 HOURLY RATE	YEAR 2 HOURLY RATE
21	Partner/Principal/Director	\$ _____	\$ _____
22	Program Manager	\$ _____	\$ _____
23	Project Manager	\$ _____	\$ _____
24	Supervisory/Senior Consultant	\$ _____	\$ _____
25	Consultant	\$ _____	\$ _____
26	Associate/Staff	\$ _____	\$ _____
27	Subject Matter Expert	\$ _____	\$ _____
28	Administrative Support	\$ _____	\$ _____

LINE #	Pass through Price Lines	YEAR 1	YEAR 2
29	Other Direct Costs		
30	Travel Expenses and Reimbursements		

- **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 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.



# State of New Jersey

DEPARTMENT OF THE TREASURY  
DIVISION OF PURCHASE AND PROPERTY  
PROCUREMENT BUREAU  
33 WEST STATE STREET  
P. O. BOX 230  
TRENTON, NEW JERSEY 08625-0230  
<https://www.njstart.gov>

PHILIP D. MURPHY  
*Governor*

ELIZABETH MAHER MUOIO  
*Acting State Treasurer*

SHEILA Y. OLIVER  
*Lt. Governor*

MAURICE A. GRIFFIN  
*Acting Director*

**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.



# State of New Jersey

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ELIZABETH MAHER MUOIO  
*Acting State Treasurer*

SHEILA Y. OLIVER  
*Lt. Governor*

MAURICE A. GRIFFIN  
*Acting Director*

**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.



# State of New Jersey

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**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.

**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.

#	Bid Solicitation Section Reference	Question (Bolted) and Answer
1	General	<p><b>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?</b></p> <p>Yes. A vendor that is already approved for the IM waiver is eligible to bid on the current RFQ.</p>
2	General	<p><b>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?</b></p> <p>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, [REDACTED], 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.</p>
3	General	<p><b>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 <u>previously responded to RFQ: Integrity Oversight Monitoring of Coronavirus Relief Funds?</u></b></p> <p>Yes. Please refer to the answer to Question 1.</p>
4	General	<p><b>Does Treasury intend to add all COVID-19 activities to the RFQ we previously responded to?</b></p> <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.</p>
5	General	<p><b>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</b></p>



#	Bid Solicitation Section Reference	Question (Bolted) and Answer
		<p><b>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.</b></p> <p><b>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”</b></p> <p><b>A. Will the State please clarify if this procurement is being solicited under the GSA Professional Services Schedule?</b></p> <p>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.”</p> <p><b>B. Will the State please explain why this new procurement is being issued separately from that one?</b></p> <p>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.</p> <p><b>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?</b></p> <p>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.</p> <p><b>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)?</b></p> <p>Yes. Please see the above answer.</p>
6	General	<p><b>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?</b></p>

#	Bid Solicitation Section Reference	Question (Bolted) and Answer
		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.
7	General	<p><b>Can you provide details regarding with NJ State agencies will be receiving COVID-19 Recovery Funds from this program and for what amounts?</b></p> <p>Yes. This information can be found online on the Transparency Website at the following link: <a href="https://nj.gov/covid19oversight/">https://nj.gov/covid19oversight/</a></p>
8	General	<p><b>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?</b></p> <p>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."</p>
9	General	<p><b>Is there anything precluding a vendor who was selected to the CRF Integrity Monitoring pool from bidding on this Non-CRF RFQ?</b></p> <p>No. There is nothing precluding a vendor that was selected to the CRF Integrity Monitoring pool from bidding on this Non-CRF RFQ.</p>
10	General	<p><b>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?</b></p> <p>The different procurement methods are due to associated deadlines for the use of the different funds.</p>
11	General	<p><b>Would the State please confirm the location of where the work will be performed?</b></p> <p>Locations will be determined by Using Agencies at the time of engagement.</p>
12	General	<p><b>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?</b></p> <p>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.</p>
13	General	<p><b>Would the State please confirm whether there is a small business requirement?</b></p> <p>There is no small business requirement for this RFQ.</p>

#	Bid Solicitation Section Reference	Question (Bolted) and Answer
14	General	<p><b>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?</b></p> <p>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.</p>
15	General	<p><b>Do you intend to make this award as a task order under an active GSA FSS agreement? Please advise as soon as possible.</b></p> <p>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.</p>
16	RFQ Page Number 1; Section: Coversheet	<p><b>The RFQ indicates that this is a "Federally-Based Contracts Request for Quotation." Is there a specific GSA Schedule that this contract is being procured off of? If yes, which GSA Schedule?</b></p> <p>This contract is being procured off the GSA Professional Services Schedule under SINs 541611, 541211, and Ancillary SINs as defined by GSA eBuy.</p>
17	Page 6, Section 1.2	<p><b>How many bidders do you expect to join the pool of Integrity Monitors? Said otherwise, how many awards are expected?</b></p> <p>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.</p>
18	RFQ Page Number 6, 7; Section 1.2.1 Engagement Process	<p><b>When does the State anticipate determining the pool of qualified contractors?</b></p> <p>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.</p>
19	Page 6, Section 1.2.1 Engagement Process	<p><b>Can an explanation be provided on why liquidated damages are necessary for project of this nature?</b></p> <p>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.</p>
20	Page 6, Section 1.2.1 Engagement Process	<p><b>How will an Agency Contract Manager determine which milestones, timelines, standards, or deliverables are subject to liquidated damages?</b></p>

#	Bid Solicitation Section Reference	Question (Bolted) and Answer
		<p>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.</p>
21	Page 6, Section 1.2.1 Engagement Process	<p><b>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.?</b></p> <p>Please see Section 5.14 in the revised RFQ entitled, "G4018 IM Revised RFQ 12/07/2020."</p>
22	Page 6 & 7, Section 1.2.1	<p><b>What are the expectations of size and timing of task orders/engagements?</b></p> <p>The expectations of size and timing of task orders and/or engagements are to be determined by Using Agencies at time of engagement.</p>
23	Section 1.4.3 Contents of Quote Page 8	<p><b>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.</b></p> <p><b>Bidder proposes the following deletion and addition [in red] to Section 1.4.3, Contents of Quote:</b></p> <p><b>"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. <del>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.</del></b></p> <p><b>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."</b></p> <p>The State does not accept this proposed modification. The State requires the Bidder to be responsible for costs associated with defending Bidder's</p>

#	Bid Solicitation Section Reference	Question (Bolted) and Answer
		confidentiality assertions when the State has advised the Bidder that the State does not agree with such assertions.
24	RFQ Page Number 12; Section 2.3 Contract Specific Definitions/Acronyms	<p><b>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?</b></p> <p>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></p>
25	Section 2.3 Contract Specific Definitions/Acronyms	<p><b>Bidder proposes the addition of the following definitions and terms to the contract:</b></p> <p><b><u>Limitation of Liability:</u></b> 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.</p> <p>The State does not accept this proposed modification. The proposed modification conflicts with RFQ Section 5.13.1.</p> <p><b><u>Management Decisions:</u></b> 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.</p> <p>The State does not accept this proposed modification. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders.</p> <p><b><u>Third Party Usage:</u></b> 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.</p>

#	Bid Solicitation Section Reference	Question (Boded) and Answer
		<p>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.</p> <p><b>California Accountancy Act:</b> 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.</p> <p>The State does not accept this proposed modification. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders.</p> <p><b>Electronic Communications:</b> 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.</p> <p>The State does not accept this proposed modification. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders.</p> <p><b>Active Spreadsheets and Electronic Files:</b> 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.</p> <p>The State does not accept this proposed modification. The Bidder’s concern is addressed by RFQ Section 5.7, Ownership.</p> <p><b>Use of Vendors:</b> 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</p>



#	Bid Solicitation Section Reference	Question (Bolted) and Answer
		<p>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.</p> <p>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.</p> <p><b>Volume Rebates:</b> 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.</p> <p>The State does not accept this proposed modification. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders.</p> <p><b>State Vendors and Conflicts:</b> 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.</p> <p>The State does not accept this proposed modification. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders.</p> <p><b>Disputes:</b> The parties agree that any dispute or claim arising out of or relating to the contract or the services provided thereunder shall first be</p>

#	Bid Solicitation Section Reference	Question (Bolted) and Answer
		<p>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.</p> <p>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.</p> <p><b>Export Control: 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(" ITAR "), Export Administration Regulations(" EAR"), 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.</b></p> <p>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.</p>
26	Page 12, Section 2.3 Contract Specific Definitions/Acronyms	<p><b>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?</b></p> <p>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.</p>
27	Reference: 3.1 General Tasks/Page 14	<p><b>"In addition, the Contractor shall conduct on-site monitoring visits." Will on-site visits be performed or restricted during the COVID-19 Pandemic?</b></p> <p>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.</p>



#	Bid Solicitation Section Reference	Question (Bolted) and Answer
		<p><b>If yes, will other reviews such as focused and comprehensive desk reviews, be allowable in lieu of the field reviews?</b></p> <p>Yes, focused and comprehensive desk reviews will be allowable in lieu of field reviews and will be determined by Using Agencies at the time of engagement</p>
28	Page 14, Section 3.1	<p><b>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?</b></p> <p>Please see the answer to Question 27.</p>
29	Page 15, Section 3.1.1	<p><b>Approximately how many programs and/or grants are included in this project?</b></p> <p>This information is readily available on the State’s Transparency website, at the following link: <a href="https://nj.gov/covid19oversight/">https://nj.gov/covid19oversight/</a>.</p>
30	Page 15, Section 3.1.1	<p><b>Is the contractor required to respond to all three categories?</b></p> <p>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.</p>
31	Section 3.1.1.1 Category 1 – Program and Process Management	<p><b>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.</b></p> <p>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.</p>
32	Section 3.1.1.1 Category 1 – Program and Process Management	<p><b>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.</b></p> <p>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.</p>
33	Section 3.1.1.2 Category 2 Subsection c – Financial Auditing of Grant Management Page 15	<p><b>“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?</b></p>

#	Bid Solicitation Section Reference	Question (Bolted) and Answer
		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.
34	Section 3.1.1.3 Category 3 Subsection f – Integrity Monitoring/Anti-Fraud Page 16	<p><b>“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?</b></p> <p>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.</p>
35	Page 16 3.1.1.3 Category 3 – Integrity Monitoring/Anti-Fraud	<p><b>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?</b></p> <p>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.</p> <p>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.</p>
36	Section 3.1.2.1 Category 3 – Integrity Monitor/Anti-Fraud	<p><b>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.</b></p> <p><b>A. Please clarify the specialty role for professional engineering services relative to this Task.</b></p> <p>Specialty roles for professional engineering services would be specific to the Using Agency and would be identified at time of engagement.</p> <p><b>B. Please clarify the structural integrity services and if those services related to professional structural engineering.</b></p> <p>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.</p>
37	Page 17, Section 3.2	<p><b>Regarding litigation services, will you require legal services or support?</b></p> <p>Please refer to Section 3.2 of the Revised RFQ entitled, “G4018 IM Revised RFQ 12/07/2020.”</p>

#	Bid Solicitation Section Reference	Question (Bolted) and Answer
38	Section 4.1 General Page 18	<p><b>This revision is necessary as Bidder offers exceptions and assumptions in [their] proposal.</b></p> <p><b>Bidder proposes the following addition [in red] to Section 4.1, General:</b></p> <p><b>“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.</b></p> <p><b>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, <b>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.</b></b></p> <p><b>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.”</b></p> <p>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 (“Q&amp;A”) 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.</p> <p>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.</p> <p>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.</p>
39	Page 20, Section 4.1.1.3 Subcontractor Utilization Plan	<p><b>Is there a goal for small business or disabled veteran-owned business for this RFQ response?</b></p> <p>There is no goal for small business or disabled veteran-owned business for this RFQ response.</p>
40	Page 20, Section 4.1.1.3 Subcontractor Utilization Plan	<p><b>If there is a goal for small business or disabled veteran-owned business, is the disclosure of subcontractors required in the proposal?</b></p> <p>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</p>

#	Bid Solicitation Section Reference	Question (Bolted) and Answer
		form and should indicate whether any proposed Subcontractor is a Small Business.
41	Page 21, Section 4.1.2.1	<p><b>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?</b></p> <p>The State confirms that, if a Bidder does not currently have a BRC, it is acceptable for a Bidder to submit evidence of its application for a BRC with its quote. Section 4.1.2.1, Business Registration, states that the bidder “must be so registered and in possession of a valid BRC by a deadline to be specified in writing by the Division.”</p> <p>A BRC is required for Contract award and must be obtained by the Bidder prior to contract award.</p>
42	Page 22, RFQ Section 4.1.3 Financial Capability of the Bidder	<p><b>[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.</b></p> <p><b>[Bidder] want[s] to ensure that this will be acceptable.</b></p> <p>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.</p>
43	Page 22, RFQ Section 4.1.3 Paragraph B	<p><b>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?</b></p> <p>This is acceptable; however, the internal statements must be approved by the management/CFO.</p>

#	Bid Solicitation Section Reference	Question (Bolted) and Answer
44	Section 4.1.4 State Supplied Price Sheet	<p><b>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.”</b></p> <p>That is correct. Please refer to the Revised Price Sheet entitled, “G4018 Revised Price Schedule 12/07/2020”.</p>
45	Section 4.1.4 State Supplied Price Sheet	<p><b>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.</b></p> <p>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.”</p>
46	Page 24, RFQ Section 4.2.4	<p><b>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?</b></p> <p>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.</p> <p><b>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?</b></p> <p>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.</p>
47	Page 24, Section 4.2.4 Organizational Support and Experience	<p><b>How many references can be included?</b></p> <p>Please see the answer to Question #46</p>
48	Page 26, Section 4.2.5 Resumes	<p><b>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?</b></p>

#	Bid Solicitation Section Reference	Question (Bolted) and Answer
		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.
49	Page 26, Section 4.2.6 Experience of Bidder on Similar Contracts	<p><b>How many similar contracts can be included?</b></p> <p>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.</p>
50	Section 5.1 Precedence of Special Contractual Terms and Conditions, Page 28	<p><b>Bidder is offering exceptions and assumptions in [their] proposal.</b></p> <p><b>Bidder proposes the following addition [in red] to Section 5.1, Precedence of Special Contractual Terms and Conditions:</b></p> <p><b>“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.</b></p> <p><b>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:</b></p> <ul style="list-style-type: none"> <li><b>A. Executed Offer and Acceptance Page;</b></li> <li><b>B. RFQ Section 5, as may be amended by Bid Amendment;</b></li> <li><b>C. The State of NJ Standard Terms and Conditions (SSTC) accompanying this RFQ;</b></li> <li><b>D. All remaining sections of the RFQ, as may be amended by Bid Amendment; and</b></li> <li><b>E. The Contractor’s Quote as accepted by the State.”</b></li> </ul> <p>The State does not accept this proposed modification. Please see response to Question 38.</p>
51	Section 5.5 Contractor Responsibilities Page 28	<p><b>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.</b></p> <p><b>Bidder proposes the following deletion and addition [in red] to Section 5.5, Contractor Responsibilities:</b></p> <p><b>“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.</b></p> <p><b>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</b></p>



#	Bid Solicitation Section Reference	Question (Bolted) and Answer
		<p>Contractor shall, <del>without additional compensation</del> pursuant to the procedures set forth in the Letter of Engagement, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services that, at the time of delivery and as notified by the State during the applicable acceptance review period, which shall not, in any event, exceed 30 days following delivery, do not materially conform to the specifications and acceptance criteria set forth in the Letter of Engagement. 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.”</p> <p>The State does not accept this proposed modification. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders.</p>
52	Section 5.7 Ownership of Material Page 29	<p>The proposed edits incorporate Bidder’s standard “Ownership” clause.</p> <p>Bidder proposes the following deletions and additions [in red] to Section 5.7, Ownership of Material:</p> <p>“All <b>tangible</b> data, technical information, materials gathered, originated, developed, prepared, used or obtained <b>and specifically identified as deliverables or work product to be provided by Contractor under a Letter of Engagement</b> in the performance of this Contract (“<b>Deliverables</b>”), including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, <del>software computer programs</del> and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, <del>regardless of the state of completion,</del> which are <b>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</b> and shall be delivered to the State of New Jersey upon 30 days’ notice by the State. <b>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 <del>software computer programs and/or source codes</del> 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 <del>work</del> 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 <del>all software computer programs and/or source codes developed</del></b></p>

#	Bid Solicitation Section Reference	Question (Bolted) and Answer
		<p><b>Deliverables upon full and final payment hereunder.</b> To the extent that any of such <b>materials Deliverables</b> 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, <b>upon full and final payment hereunder</b>, all right, title and interest in and to any such <b>Deliverables material, excluding the portion thereof that constitutes or incorporates any Background IP or Contractor Property</b>, 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.</p> <p>Should the Bidder anticipate bringing pre-existing intellectual property into the project, <b>then, subject to any Contractor Property otherwise used in the performance of the services or incorporated into the Deliverables</b>, 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.</p> <p>Auditing firm working papers remain the <b>exclusive</b> property of the auditing firm in accordance with <b>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.</b> 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 <b>full applicable professional standards, including AICPA standards and under supervision of the firm.</b>"</p> <p>The State does not accept this proposed modification. Terms and conditions on publicly bid procurements must be consistent for all potential Bidders.</p>
53	Section 5.8 Confidentiality Page 30	<p><b>Bidder needs the ability to retain a copy of such information in order to comply with its professional standards.</b></p> <p><b>Bidder proposes the following additions [in red] to Section 5.8C, Confidentiality:</b></p> <p><b>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</b></p>



#	Bid Solicitation Section Reference	Question (Bolted) and Answer
		<p><b>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.</b></p> <p>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."</p>
54	Page 32, Section 5.13 and 5.13.1, Indemnification, supplement to Section 4.1, Section 4.1.1 Limitation of Liability	<p><b>Can the limit of liability be applicable to the fees paid to the contractor rather than the total value of the Contract?</b></p> <p>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.</p>
55	Page 32, Section 5.13 and 5.13.1 Indemnification, supplement to Section 4.1, Section 4.1.1 Limitation of Liability	<p><b>Will the "contract value" be based at the RFQ awarded pool level or at the specific agency contract awarded to a contractor?</b></p> <p>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.</p>
56	Page 32, Section 5.13 and 5.13.1 Indemnification, supplement to Section 4.1, Section 4.1.1 Limitation of Liability	<p><b>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?</b></p> <p>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.</p>
57	NJSSTC Section 1 Standard Terms and Conditions Applicable to the Contract, Page 40	<p><b>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.</b></p> <p><b>Bidder proposes the following additions [in red] to Section 1 of the NJSSTC, Standard Terms and Conditions Applicable to the Contract:</b></p> <p><b>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</b></p>

#	Bid Solicitation Section Reference	Question (Bolted) and Answer
		<p>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. <b>To the extent subsequently agreed by Bidder in a signed writing and except as otherwise modified by any exceptions taken or assumptions offered in Bidder's Proposal.</b> 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 <b>subject to a duly executed written amendment.</b></p> <p>The State does not accept this proposed modification. Please see response to Question 38.</p>
58	Page 46, NJSSTC Section 4.1 Indemnification	<p><b>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?</b></p> <p>The State does not accept this proposed modification. Indemnification coverage which Bidder is seeking is covered by the common law. See Ramos v. Browning Ferris Industries, Inc., 103 NJ 177 (1985).</p>
59	NJSSTC Section 4.1 Indemnification, Page 46	<p><b>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.</b></p> <p><b>Bidder proposes the following deletions and additions [in red] to NJSSTC Section 4.1A, Indemnification:</b></p> <p><b>The contractor's liability to the State and its employees in third party suits shall be as follows:</b></p> <p><b>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 <b>third party</b> claims, demands, suits, actions, recoveries, or judgments <b>brought or assessed against the State of New Jersey</b> and costs and expenses in connection therewith <del>which shall to the extent arising</del> <b>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</b> from the work and/or materials supplied under this contract, <b>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</b></b></p>

#	Bid Solicitation Section Reference	Question (Bolted) and Answer
		<p><del>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;</del></p> <p>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."</p>
60	NJSSTC Section 4.1 Indemnification, Page 46	<p><b>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.</b></p> <p><b>Bidder proposes the following additions [in red] to NJSSTC Section 4.1C, Indemnification:</b></p> <p><b>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.</b></p> <p>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."</p>

#	Bid Solicitation Section Reference	Question (Bolted) and Answer
61	NJSSTC Section 5.12 Delivery Requirements, Page 50	<p><b>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.</b></p> <p><b>Bidder proposes the following deletions [in red] to Section 5.12 Delivery Requirements:</b></p> <p><del><b>A. Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the contract;</b></del></p> <p><del><b>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;</b></del></p> <p><del><b>C. Items delivered must be strictly in accordance with the contract; and</b></del></p> <p><del><b>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.</b></del></p> <p>The State does not accept this proposed modification.</p>
62	NJSSTC Section 5.15 Maintenance of Records, Page 51	<p><b>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.</b></p> <p><b>Bidder proposes the following additions [in red] to NJSSTC Section 5.15 Maintenance of Records:</b></p> <p><b>The contractor shall maintain timekeeping and expense records directly relating to for 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 Rrecords 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.</b></p> <p>The State does not accept this proposed modification as the language is required by N.J.A.C. 17:44-2.2.</p>



## State of New Jersey

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<https://www.njstart.gov>

PHILIP D. MURPHY  
*Governor*

SHEILA Y. OLIVER  
*Lt. Governor*

ELIZABETH MAHER MUOIO  
*Acting State Treasurer*

MAURICE A. GRIFFIN  
*Acting Director*

**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.

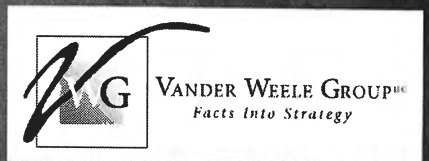
All other instructions, terms, and conditions of the RFQ shall remain the same.

# Vander Weele Group<sup>LLC</sup>

## **Response to Request for Quotation 1465257S:**

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

### **Section 1: Forms**



December 18, 2020





# OFFER AND ACCEPTANCE PAGE

State of New Jersey  
Department of the Treasury  
Division of Purchase and Property  
33 West State Street, P.O. Box 230  
Trenton, New Jersey 08625-0230  
 Open to Cooperative Purchasing

Bid Solicitation Title Integrity Oversight Monitoring of COVID-19 Recovery Funds and Programs - NJ  
Bid Solicitation No. 1465257S  
Blanket P.O. Term See Bid Solicitation Section 5.2

### 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}** Vander Weele Group, LLC  
**Address** 4725 North Sheridan Road, Suite 1-S  
**City, State, Zip Code** Chicago, IL  
**Phone Number** [REDACTED]  
**Fax Number** [REDACTED]

**Authorized Signature**   
**Printed Name** Maribeth Vander Weele  
**Title** President  
**Email Address** [REDACTED]  
N.J.S.A. 47:REIN identifying information

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 \_\_\_\_\_     Payment Security Amount \_\_\_\_\_  
 Performance 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 \_\_\_\_\_



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

**SUBCONTRACTOR UTILIZATION FORM\***

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

BID SOLICITATION #: 1465257S  
BID SOLICITATION TITLE: Integrity Oversight Monitoring: Program and Performance Monitoring

VENDOR'S NAME: Vander Weele Group  
ADDRESS: 4725 N Sheridan Rd., Suite 1-S  
Chicago, IL 60640  
PHONE NUMBER: [REDACTED]  
EMAIL: [REDACTED]

SUBCONTRACTOR'S NAME: Joseph A. Deluca Advisory and Consulting Services ES, LLC  
ADDRESS: [REDACTED]  
Great Meadows, NJ 07838  
PHONE NUMBER: [REDACTED] N.J.S.A. FEIN: [REDACTED] Identifying information  
EMAIL: [REDACTED]  
ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED: TBD - This is a prequalification. Scope unknown  
DESCRIPTION OF WORK TO BE SUBCONTRACTED: Integrity Monitor Services i.e. risk assessments, fraud prevention, fraud investigations and related services  
IS THE SUBCONTRACTOR IS A SMALL BUSINESS?  
 YES  NO  
IF YES, SMALL BUSINESS CATEGORY:  
 I  II  III  IV  V  VI  
IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS?  
 YES  NO

SUBCONTRACTOR'S NAME: WISS & Company LLP  
ADDRESS: 100 Campus Drive, Suite 400  
Florham Park, NJ 07932  
PHONE NUMBER: [REDACTED] N.J.S.A. FEIN: [REDACTED] Identifying information  
EMAIL: [REDACTED]  
ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED: TBD - This is a prequalification. Scope unknown  
DESCRIPTION OF WORK TO BE SUBCONTRACTED: Integrity Monitor Services i.e. grants management, auditing, accounting, and related services  
IS THE SUBCONTRACTOR IS A SMALL BUSINESS?  
 YES  NO  
IF YES, SMALL BUSINESS CATEGORY:  
 I  II  III  IV  V  VI  
IS THE SUBCONTRACTOR IS A DISABLED VETERAN-OWNED BUSINESS?  
 YES  NO

SUBCONTRACTOR'S NAME: InnoVet Labs, Inc.  
ADDRESS: 35W728 Park Lane  
St Charles, IL 60175  
PHONE NUMBER: [REDACTED] N.J.S.A. FEIN: [REDACTED] Identifying information  
EMAIL: [REDACTED]  
ESTIMATED VALUE OF WORK TO BE SUBCONTRACTED: TBD - This is a prequalification. Scope unknown  
DESCRIPTION OF WORK TO BE SUBCONTRACTED: Design of technology tools, as needed.  
IS THE SUBCONTRACTOR IS A SMALL BUSINESS?  
 YES  NO  
IF YES, SMALL BUSINESS CATEGORY:  
 I  II  III  IV  V  VI  
IS THE SUBCONTRACTOR IS 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.



**PART 3  
PROVIDING ADDITIONAL INFORMATION**

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

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


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

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

*Attach Additional Sheets If Necessary.*

**CERTIFICATION**

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

  
 \_\_\_\_\_  
 Signature  
 Maribeth Vander Weele, President  
 \_\_\_\_\_  
 Print Name and Title

12/18/2020  
 \_\_\_\_\_  
 Date



# SOURCE DISCLOSURE FORM

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

**BID SOLICITATION # AND TITLE:** 14652575 Integrity Oversight Monitoring Program and Performance Monitoring, Financial Monitoring and Grant Management and Anti-Fraud Monitoring for COVID-19 Recovery Funds and Programs

**VENDOR/BIDDER NAME:** Vander Weele Group LLC

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

### PART 1

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

### PART 2

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


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

*\*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  
 Maribeth Vander Weele, President  
 \_\_\_\_\_  
 Print Name and Title

12/18/2020  
 \_\_\_\_\_  
 Date

# Vander Weele Group<sup>LLC</sup>

## Response to Request for Quotation 1465257S:

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

### Section 2: Technical Quote



VANDER WEELE GROUP<sup>LLC</sup>  
Facts Into Strategy

December 18, 2020

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## I. INTRODUCTION

### A. Purpose

The Vander Weele Group<sup>LLC</sup> is privileged to present this Proposal in response to *Federally Based Contracts Request for Quotation Integrity Oversight Monitoring: Program and Performance Monitoring, Financial Monitoring and Grant Management and Anti-Fraud Monitoring for COVID-19 Recovery Funds and Programs*. The RFQ number is 1465257S.

Our proposed contractors are Joseph A. DeLuca Advisory and Consulting Services LLC (“DLA”); Wiss & Company LLP (“Wiss”), and veteran-owned firm, InnoVet Labs.

Founded by a two-time Inspector General, the Vander Weele Group<sup>LLC</sup> and its team offer a powerful combination of nationwide expertise to strengthen oversight of federal grant programs. Our methodologies—derived from extensive experience in managing or providing oversight to large-scale programs—curtail integrity breaches, systemic misconduct, and inefficiencies that drain organizational resources.

Drawing heavily from the New York and New Jersey Inspector General community, members of our team have been providing CARES Act funding oversight since July 2020.

### B. Program Background

The Coronavirus Disease 2019 (COVID-19) has created unprecedented global damage to world economies. The U.S. has been hit hard – from front line workers in public hospitals to first responders and unemployment case managers, to businesses and non-profits struggling to survive.

Congress responded to this unique health crisis by passing multiple packages of legislation, including the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). Signed into law March 27, 2020, the 335-page CARES Act provides more than \$2 trillion in economic relief to workers, families, businesses, and governments. It is known as the largest relief package in American history.

To promote transparency and support oversight of the funds, to mitigate major risks, and to prevent and detect fraud, waste, abuse, and mismanagement, the CARES Act created a Pandemic Response Accountability Committee (“PRAC”) comprised of 20 federal Offices of Inspectors General. It also created the Special Inspector General for Pandemic Response (“SIGPR”) to oversee the \$500 billion distributed by the U.S. Treasury Department. Through these and other oversight mechanisms, the federal government has created mechanisms to audit, investigate, and monitor the Stimulus Funds provided to recipients, including states.

In New Jersey, state agencies have been allocated more than \$5.49 billion in CARES ACT and other COVID-19 Federal Assistance, according to an October 31, 2020 report by the Office of the State Auditor.

To protect against fraud, waste, and abuse, New Jersey Governor Murphy established the COVID-19 Compliance and Oversight Task Force (the “Taskforce”) and the Governor’s Disaster Recovery Office (GDRO). The Taskforce, authorized through Executive Order 166, advises New Jersey state agencies and subrecipients of how to stay compliant with federal and state laws governing the funds and how to mitigate the risks of fraud, waste,

and abuse. Toward this end, the State of New Jersey has established multiple mechanisms to engage private sector integrity monitors to assist state agencies in overseeing:

- the disbursement of COVID-19 Recovery Funds and
- the administration of a COVID-19 Recovery Program.

COVID-19 Recovery Funds are defined by this Request for Quotation (RFQ) as those funds 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. Recovery Funds, however, exclude funding awarded through the Coronavirus Relief Fund, as established by Title V. The CRF, as it is called, provided \$150 billion directly to States, units of local government, the District of Columbia, U.S. Territories, and Tribal Governments.

### C. Program Objectives

As we understand it, the state of New Jersey seeks to provide a mechanism through agencies that administer CARES Act funding in the State of New Jersey to retain and appoint Integrity Monitors to oversee the disbursement of COVID-19 Recovery Funds and the administration of a COVID-19 Recovery Program. 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. 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.

Integrity monitors will assist in implementing fiscal controls, flagging potential issues in real time, maximizing reimbursements and recoveries, and responding to inquiries from state administrative, legislative, and legal leadership. They will also provide investigative and forensic reviews when integrity breaches are uncovered.

### D. Team Qualifications

#### 1. Vander Weele Group<sup>LLC</sup>

The Vander Weele Group<sup>LLC</sup> provides turn-key grants monitoring programs. While the company currently focuses on grants monitoring, it has a long history of providing investigative services as well. Sample engagements include:

- On behalf of the Illinois State Board of Education, the Vander Weele Group<sup>LLC</sup> has monitored more than \$230 million of federal grant funds provided to 184 schools. Its monitoring programs currently include CARES Act funding.
- In a new project on behalf of the Illinois State Board of Education, the firm has been engaged to monitor grant funds provided to nearly 200 early childhood programs. This fall, 37 out of 97 grantees were monitored by our team.
- On behalf of the Bureau of Indian Education of the U.S. Department of the Interior, the Vander Weele Group<sup>LLC</sup> monitored federal grant funds provided to 183 schools in 23 states.

- On behalf of the Illinois Department of Human Services, the Vander Weele Group<sup>LLC</sup> monitored nearly \$140 million in funds over a five-year period provided to more than 1,200 payees and 25 Child and Family Connections Offices (CFCs).
- The Vander Weele Group<sup>LLC</sup> has served as Inspector General of the Public Building Commission of Chicago, which oversees approximately \$600 million in construction projects annually, depending on the year. As a subcontractor, the firm is currently an Integrity Monitor for the O'Hare Airport Modernization Program.
- The Vander Weele Group<sup>LLC</sup> has performed nearly 200 complex investigative projects for a Fortune 500 defense contractor and supported non-profits, law firms, hedge funds, the government of Indonesia, and other manufacturers with investigative expertise, domestically and abroad.

Our founder, Maribeth Vander Weele:

- Is the former Inspector General of Chicago Public Schools and the Public Building Commission of Chicago.
- Is the founding President of Illinois Association of Inspectors General.
- Authored the books *Reclaiming Our Schools*, *The Struggle for Chicago School Reform* and *The Joy of Job: An Investigator's Perspective on the Most Righteous Man on Earth*.
- Managed thousands of investigations in the public and private sectors.
- Served on the Cook County Board of Ethics, the Illinois Gaming Board and a high-profile investigatory panel for a major university.
- Created Multiple Functions in Chicago Public Schools such as the Office of Investigations, the Ombudsman's Office, a Truancy Hotline, a Construction Mediation Unit, and a Procurement Fraud Investigation Unit.

## 2. Joseph A. DeLuca Advisory and Consulting Services LLC

Our partner on this program is Joseph A. DeLuca Advisory & Consulting Services ("DLA"), a firm with extensive experience providing services related to grants compliance and investigations for government-backed emergency disaster relief, response, and recovery programs. Their firm specializes in crisis response and is comprised of a team of highly qualified fraud detection and risk management experts including attorneys, investigators, forensic auditors, loss prevention specialists and analysts. Their firm:

- Currently acts as Project Executive for a contract with Middlesex County, New Jersey, to assist in their management and oversight of CARES Act relief funds distributed to the County.
- Currently performing a thorough review and analysis of the CARES Act in an engagement with the Cities for Financial Empowerment Fund to determine if language exists that might support local and state governments using CARES Act money for financial empowerment initiatives.
- Monitored approximately \$265 million in programming through task orders and contracts with various agencies including Department of Treasury, New



Jersey Transit, and New Jersey Department of Environmental Protection (DEP).

- Monitored approximately \$3 billion in programming through task orders for the State of New Jersey's Governor's Office of Storm Recovery (GOSR).
- Recently hired two highly decorated Inspectors General: Steve Pasichow and Barry Kluger, who have both built, operated, and executed similar type programs in their roles as Inspectors General, and who know and understand government, its needs, priorities, and the challenges in managing integrity monitors.
- Ensured internal controls and safeguards were in place for their Using Agencies in the immediate aftermath of 9/11, Hurricanes Sandy, Irene, Lee, and Maria, all of which required in-depth knowledge and experience with Federal, state, and local programs, working under emergency conditions, and the need for rapid response and decision making.

Founder of DLA, Joe DeLuca:

- Served in law enforcement and governmental positions for over 20 years and rose to the ranks of Chief Analyst and Assistance Deputy Inspector General for the New York City School Construction Authority.
- Pioneered the concept of Private Inspector General to deploy a multi-disciplinary approach to assignments by utilizing investigators, forensic accountants, and legal experts to offer best practices for Using Agencies in need of risk management, compliance, and due diligence while a partner at Thacher Associates.
- Co-founded Thacher Associates and, as President, shared responsibility for executive management of all key integrity monitorships, including Ground Zero, MTA Transit Projects, Scalamandre, the Port Authority of New York and New Jersey's WTC Transportation Hub, Retail, and the National September 11<sup>th</sup> Memorial monitorships.
- Served for a decade as the Chief of Operations for the Construction Industry Strike Force.
- Currently sits on the Department of Homeland Security's Transportation Security Administration's Surface Transportation Security Advisory Committee ("STSAC") and serves as Chair of the Insider Threat Committee for STSAC, which covers insider threats to surface transportation operations focused on due diligence and systematic approaches to minimizing risk of terrorist and other threats by criminal elements. In this role, he is briefed on a weekly basis regarding the federal COVID-19 response.

### 3. Wiss & Company

Our second partner, Wiss & Company LLP, is a leading regional accounting firm that has served the New Jersey/New York metropolitan area since its inception in 1969. Wiss is known by the state and its various counties and municipalities who they have served for 40 years in a variety of engagements. Wiss has a unique culture rooted in core values that ensures continuous focus on Using Agencies and professionals, and a long-term commitment to quality service. Their firm:



- Is ranked as one of the 10 largest public accounting firms in New Jersey.
- Has served governmental entities, construction companies, middle-market companies and not-for-profit organizations for over 40 years.
- Has a reputation for technical excellence as evidenced by their participation in the Peer Review process of the American Institute of Certified Public Firms' SEC and Private Companies Practice Sections. For over 25 years, each peer review has resulted in independent opinions stating that their quality control procedures do not need to be modified.
- Is a Member Firm of the American Institute of Certified Public Accountants' "Governmental Audit Quality Center."
- Is represented by over 200 professional staff, including 20 partners, and there are over 100 CPAs within the firm.
- Has provided and currently provides services to a variety of public sector organizations with budgets ranging from \$10 million to \$1 billion.
- Has performed two large scale internal control and compliance audits of several large public-school systems and municipalities on behalf of the New Jersey Department of Education and New Jersey Department of Community Affairs. The two projects were 6,000 hours in scope.

## II. TECHNICAL QUOTE

### A. Engagement Process

This section describes our general approach, processes, and plans for accomplishing the work outlined in Section 3 of the RFQ Scope of Services. Detailed action steps specific to each service are contained in the Management Overview. In an effort to avoid duplication, we respectfully request that *Management Overview* information be considered when evaluating this section.

#### 1. Response to Engagement Query

Our plan of action to respond to requests for an engagement are as follows:

Maribeth Vander Weele will be the contact person for the Engagement Team. She can be reached at [REDACTED] (cellular) and [REDACTED]

Upon receiving the Engagement Query, Maribeth will identify the appropriate Project Director from among our team members. With assistance from the Vander Weele Group<sup>LLC</sup> Human Resources Director, we will assess, in conjunction with our subcontractors, what team members would be best suited for the contemplated work.

Maribeth will work with our Engagement Team to develop a proposal that includes a detailed budget, timelines, and plan to perform the scope of work and other requirements of the Engagement Query. While we do not anticipate conflicts of interests, we will ensure that all team members have been formally vetted to identify any potential conflicts of interest that would prevent them from working on the engagement.

We will submit the proposal to the State Contract Manager. Upon notification of award, we will work with the Contract Manager to finalize the Letter of Engagement.

## 2. Our Process

Every engagement is unique and subject to the specifications and wishes of the Client. However, our general approach to oversight engagements are as follows. Specific activities and dates can be added once engagement information becomes available.

### Phase 1: Planning

- a. **Kickoff Meeting.** Within two weeks of the contract award, the Engagement Team will meet with Using Agency representatives, either in person or virtually. Five working days prior to the meeting date, we will develop an agenda with discussion points such as project objectives and tasks, timelines, evaluation tools, technology protocols, communications protocols, training curriculum, privacy and security protocols, necessary clearances, challenges and triumphs of similar previous engagements, and related topics. We will discuss how to obtain relevant data and other project information. We will provide meeting notes, action items, staff responsibilities, and due dates within one to two weeks after the meeting.
- b. **Document Reviews.** Depending on the nature of the review, we will request and review relevant documents.
- c. **Work Plan.** Within three weeks after the contract award date, the Project Director will present a draft work plan. Our planning phase involves a holistic approach whereby teamwork and communication among the project team and client is emphasized. Specifically, the approach involves:
  - Internal brainstorming to determine our approach and potential issues.
  - An establishment of responsibilities for assigned areas and hours required for our team members.
  - The development of a timeline with the State Contract Manager for the completion and delivery of any reports to assure that expectations for deadlines are effectively met.
  - Review of grant award documents and contracts specific to the assigned task order, and federal compliance requirements to understand all aspects of the federal grants being monitored.
  - Issuance of a pre-project planning letter to the recipient outlining the various document requirements needed to complete our monitoring or auditing engagement.

The plan will address both project deliverables and support function activities such as human resources, program development, technology, communications, training, and reporting. The work plan will address each major activity and task, the personnel assigned to each task, administrative procedures, scheduling, and the training curriculum and protocols. It will visually display project goals, timelines, and metrics for reaching those goals.

- d. **Recruitment.** If additional personnel are needed, the Project Director will identify and recruit qualified staff through the Vander Weele Group<sup>LLC</sup> Human Resources Department. Our recruitment process includes a detailed analysis of the qualifications of each applicant, rigorous interviewing with multiple members

of the management team, and an assessment of a “values match” to ensure that the prospective employee shares the values of the firm. These activities are supplemented with skills assessments, reviews of sample work product, drug testing, and criminal background checks. VWG’s recruitment process complies with I-9 requirements for Employment Eligibility Verification.

- e. **Onboarding.** Successful candidates will receive onboarding materials and access to the company’s Intranet, an internal web site with policies and procedures manuals, training and personnel information, updates on company news, and other information. They will sign a receipt attesting that they received the comprehensive employee policy manual. Initially, they will undergo standard company onboarding training which introduces new employees to the company’s values, processes, quality standards, information technology security protocols, physical security measures, and related matters. They will be oriented to the company’s secured internal server system as well as timekeeping on Unanet, an Enterprise Resource Planning and accounting system adopted by the Vander Weele Group<sup>LLC</sup> to become DCAA compliant.
- f. **Program Development.** While recruitment is ongoing, the Project Director will design program infrastructure, developing systems for communicating expectations and tracking their timely fulfilment and adherence to high quality standards. Key areas of program development include:
  - i. **Applicable Authorities.** The team will identify and post internally and/or in the program manual, a list of legal and regulatory authorities, including contract clauses as listed in the RFQ, that apply to the engagement.
  - ii. **Program Structure.** We will develop an organizational chart with reporting relationships. We will provide our ARCI (Accountable, Responsible, Consulted, Informed) charts to incorporate any new functions or personnel.
  - iii. **Business Processes.** We will employ a project management tool such as SmartSheets or Office365 tool to communicate tasks and lay out business processes to visually demonstrate work flow.
  - iv. **Work Procedure Manual.** We will update and refine the current work Procedures manual.
  - v. **Training.** Depending on the size and scope of the project, we will create and implement a training curriculum that supports the alignment and coordination of the project work with Using Agency requirements and evaluation processes. Training will align with the updated training manual and include training on Using Agency specific information here. Initial training will be through live presentations, either in-person or virtually. The project team will also complete applicable Information Security awareness, privacy, records management, and security training before performing work under this contract. As applicable, they will be trained in encryption protocols using NIST FIPS 140-2 approved product. Also as applicable, onboarding will include reading and signing commitments to adhering to the Rules of Behavior before team members

access Department data or other information, systems, and/or networks that store and process government information

- vi. **Attestation Process.** Our training program will include attestations that each contractor has successfully completed the training.
- vii. **Technology Hardware.** Upon signature of the contract, our technology team will assess project-related technology, procure appropriately encrypted hardware, and review and enhance existing technology protocols for distribution to staff. These include, but are not limited to, inventorying project media, sanitizing, and destroying media no longer needed.
- viii. **Technology Software.** The Vander Weele Group<sup>LLC</sup> has adopted a highly customizable low-code solution to build customized internal grants monitoring software. This is described in more detailed in the Technical Approach section.

## Phase 2: Program Execution

The Engagement Team will develop the work product specified in the Engagement Letter including, but not limited to, appropriate risk assessments; evaluations of project performance and internal controls; business process analyses; forensic reviews and investigations; audits and monitoring reviews, and more. Steps will be specific to the services provided. The next section discusses program execution for various types of services in detail.

## Phase 3: Quality Control

Once work product is developed, the Project Director and/or his or her designee will review the work product for content. Additionally, our work procedures often incorporate the review of an editor-proofreader. Internally, each program team meets weekly to review questions by the Engagement Teams to ensure consistency in large-scale programs such as monitoring. In the development of any reports that cite findings of malfeasance, fraud, waste, or inefficiency, the Recovery Program Participant will be permitted to respond and have the response included in the publicly posted report.

## Phase 4: Report Delivery

Work product will be delivered in the means designated by the Using Agency. In some lower-security settings, we use a password-protected project website containing schedules, reports, common findings, project information and more.

## Phase 5: Reporting and Ongoing Collaboration

The Vander Weele Group<sup>LLC</sup> will provide CARES Act required reports and other progress reports, using the Integrity Monitor Report Template. We will participate in conference calls with the program officer and collaborate with key Using Agency staff to discuss relevant project issues and progress to-date. Pursuant to EO 166, we will 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 completion of our reports, the Recovery Program Participant will be given an opportunity to respond. If relevant, depending

on the funding stream, we will provide or assist in ensuring reports are submitted for the GrantSolutions.gov portal. We will conduct project closeout in a manner designated by the RFQ and the Using Agency, and follow protocols for document return, retention, and destruction as designated by the State.

## B. Previously Held Contracts

The following engagements demonstrate our ability to successfully complete projects of similar scope and scale to the one described in the RFQ. Please refer to Section 3 to review our experience in further detail.

### 1. The Vander Weele Group<sup>LLC</sup>

**CLIENT: ILLINOIS STATE BOARD OF EDUCATION, DIVISION OF FEDERAL AND STATE MONITORING**

**Reference:** [REDACTED] Director, Federal and State Monitoring, [REDACTED]  
[REDACTED] Principal Consultant, [REDACTED]

**Project Timeframe:** 2018 - present

**Project Dollar Amount:** Current contracts: \$2,556,434; Historical: \$481,577

**Project Description:** The Illinois State Board of Education (ISBE) engaged the Vander Weele Group<sup>LLC</sup> to create and execute a risk-based program to monitor the expenditure of Federal grants distributed by ISBE to Chicago Public Schools District 299. On behalf of the ISBE, the Vander Weele Group<sup>LLC</sup> team:

- Monitored \$62.2 million in grants expended at Chicago Public Schools for elementary and early childhood education over two years.
- Developed program infrastructure, reviewed grant distribution and management processes in three Central Office units, and identified schools to be monitored in the first year.
- Identified 74 findings of non-compliance resulting in \$245,366 in questioned costs in the first year.
- Created fiscal monitoring tools to gauge compliance with grant requirements, including but not limited to 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Uniform Guidance"). Examples include gauging the allowability of costs, time and effort, adherence to budgets, appropriateness of parental involvement expenditures, and effectiveness of internal controls.
- Conducted program existence testing.
- Now monitors 120 schools in multiple districts, an increase from the first year for which we monitored 45 schools in one district.

This project is led by Gregory Makris, who has more than 13 years of experience in compliance monitoring. Well-versed in the Illinois Grants Accountability and Transparency Act, he previously led grants monitoring teams at Chicago Public Schools and at the Illinois Criminal Justice Information Authority, where he created the grants monitoring program.

**CLIENT: BUREAU OF EARLY INTERVENTION, ILLINOIS DEPARTMENT OF HUMAN SERVICES**

**Reference:** [REDACTED] Chief, [REDACTED] Phone: [REDACTED]

**Project Timeframe:** 2015 - present

**Project Dollar Amount:** Current contract: \$7,673,600; Historical: \$5,282,324

**Project Description:** Annually since 2015, the Vander Weele Group<sup>LLC</sup> has monitored services provided to more than 19,000 children and families of children under age 3 with disabilities or developmental delays. The Vander Weele Group<sup>LLC</sup> monitored nearly \$140 million in funds over a five-year period provided to more than 1,200 payees and 25 Child and Family Connections Offices (CFCs).

Each year, our team:

- Monitors 25 Child and Family Connections Offices, conducting both general and focused verification visits, and individual therapy Providers/Payees in 16 individual categories of service.
- Tests compliance with grant laws, regulations, policies, and high-quality service delivery standards, and ensures adherence to state and Federal regulations.
- Provides guided technical assistance, resources, and trainings so that identified concerns and findings of non-compliance are mitigated and addressed.
- Works with the Illinois Department of Human Services in building better measures of family engagement and assists the program with improving reportable data through the State Systemic Improvement Plan.
- Assists the IDHS with evaluating the fidelity of data collected, revising Early Intervention policies and procedures, and providing on-going technical assistance with the implementation of the revised meeting facilitation and family support policy and procedure.

**CLIENT: BUREAU OF INDIAN EDUCATION, U.S. DEPARTMENT OF THE INTERIOR**

**Reference:** Clients retired, but a CPARS reference is contained in Section 4

**Project Timeframe:** 2005 - 2016

**Project Dollar Amount:** All contracts: \$3,916,941

**Project Description:** In September 2011, the Vander Weele Group<sup>LLC</sup> was engaged by the Bureau of Indian Education (BIE) to monitor 183 schools in 23 states for compliance with the No Child Left Behind Act (NCLB) and the Individuals with Disabilities Education Act (IDEA). As part of this engagement, the Vander Weele Group<sup>LLC</sup>:

- Created a school self-assessment tool, a monitoring tool, a standardized report format, and other program materials.
- Completed the first year's 38 compliance reviews in a two-month period.
- Hired Lead Monitors who previously led or taught in K-12 institutions to spearhead the compliance monitoring site visits, supported by secondary Monitors with critical technological and writing skills.



- Provided in-depth training for our Monitors to address the variety of situations they would encounter and to measure compliance with agreed upon standardized criteria within the designated requirements.
- Conducted site visits, during which Monitors reviewed further documentation, conducted interviews with administrators and business managers, observed classrooms for teacher-student engagement and environment, reviewed samplings of teacher files to verify teaching credentials, and led focus groups of parents, teachers, paraprofessionals and students to gain a more complete sense of not only schools' compliance with NCLB, but operations that helped or hindered their ability to provide quality education to children.
- By the end of the engagement, completed 142 site visits and multiple desk monitoring reviews. The latter consisted exclusively of in-depth reviews of documentation.
- Completed a complex 20 to 40-page report after each school visit, thoroughly detailing a school's compliance with NCLB and also providing narratives explaining the school's strengths and weaknesses, which ultimately influenced a school's ability to comply with the law.
- Provided detailed outcomes of classroom observations, provided important insights on the causes of non-compliance, and identified endemic problems at BIE schools, which helped the agency be a better partner to the schools under its jurisdiction.
- Developed more than 50 manuals, training materials, reports, template forms, sample policies and procedures, and other materials to provide schools with technical assistance over more than a decade of service to the BIE.
- Developed more than 100 pages of training on conducting fiscal and educational reviews of schools.
- Designed monitoring tools and related materials for fiscal, Special Education, and other reviews.

**CLIENT: ILLINOIS RACING BOARD**

**Reference:** [REDACTED] Chief Fiscal Officer [REDACTED]

**Project Timeframe:** 2018 - present

**Project Dollar Amount:** All contracts: \$78,350

**Project Description:** Since 2018, the Vander Wee Group<sup>LLC</sup> has supported the Illinois Racing Board Foundation (IRBF) to develop a grants monitoring and technical assistance program. The IRBF provides educational, occupational, and health-related services to the unique population of racetrack workers and their families. This project requires:

- applying 30 ILCS 708 Grant Accountability and Transparency Act (GATA), the Uniform Guidance, and IRB rules,
- creating a reimbursement template for grant recipients,
- creating quarterly and annual report templates,

- developing a grants monitoring program, and
- performing related tasks.

**CLIENT: NAVISTAR INTERNATIONAL**

**Reference:** Client retired, but a written reference is contained in Section 4

**Project Timeframe:** 2006 to present

**Project Dollar Amount:** \$1,483,601

**Project Description:** The Vander Weele Group<sup>LLC</sup> provided nearly 200 high-level, confidential investigative projects for Navistar Inc., a federal defense contractor and Fortune 500 manufacturer with approximately 15,000 employees. The Vander Weele Group<sup>LLC</sup> investigated matters involving allegations of insider trading, kickbacks, Foreign Corrupt Practices Act violations, unauthorized diversion of scrap, conflicts of interests, procurement fraud, accounting fraud, self-dealing, and more. Our team conducted forensic data analyses of approximately \$40 million in credit card expenditures. We identified 145 suspect users, some of whom were criminally charged. As a result of two years of analyses, the corporation saved \$16.3 million a year.

**CLIENT: PUBLIC BUILDING COMMISSION FOR CHICAGO**

**Reference:** [REDACTED], PBC Audit Committee; [REDACTED]

Direct contact left the commission.

**Project Timeframe:** 2012 - 2015

**Project Dollar Amount:** \$662,384

**Project Description:** In 2012, the Public Building Commission (PBC) of Chicago, an agency that manages hundreds of millions of dollars of construction on behalf of Chicago city and county agencies, selected the Vander Weele Group<sup>LLC</sup> to be its outside Inspector General. The PBC is funded through multiple streams of funding from the City of Chicago and sister agencies, all of which receive federal funds. As part of this engagement, the Vander Weele Group<sup>LLC</sup>:

- Investigated and made recommendations to address allegations or incidents of waste, fraud, and financial mismanagement with respect to projects managed or administered by the PBC and employees or contractors of the PBC.
- Conducted investigations into allegations such as MBE/WBE fraud within public works construction contracts.
- Performed internal process evaluation and made recommendations for operational improvements.
- Authored a study on detecting, investigating, and documenting small business fraud and evaluated dozens of small businesses for indicators of pass-through fraud or non-compliance with the "commercially useful" function requirement.
- Performed open-source research; conducted complainant and target interviews; analyzed commercial agreements; analyzed and prepared as evidence thousands of financial records; reviewed electronic evidence such



as email communications, and memorialized formal investigation findings in extensive reports with appendices.

- Developed more than a thousand pages of reports, PowerPoint presentations on findings, studies on small business utilization, research, analyses, and recommendations on a new debarment policy and on an existing policy governing small business participation.
- Evaluated systems, practices and procedures of the Commission to determine their efficacy in preventing incidents of waste, fraud and mismanagement and recommended to the Board potential modifications to promote efficiency and prevent subsequent incidents of waste, fraud, or mismanagement.

This work resulted in \$1 million in actual recoveries, the identification of millions of dollars more of potential recoveries, and an overhaul of the PBC contract compliance systems and approach. The Vander Weele Group<sup>llc</sup>'s work also resulted in the unounding of multiple allegations, providing the organization with confirmation that correct processes had been followed.

**CLIENT: CHICAGO PUBLIC SCHOOLS**

**Reference:** N/A – Client Moved

**Project Timeframe:** 2012 - 2015

**Project Dollar Amount:** \$25,000

**Project Description:** The Vander Weele Group<sup>llc</sup> was engaged to perform a “proof of concept” analysis of approximately \$7 billion in payroll records to detect fraud. The project was designed to determine whether there was adequate basis to conduct a more thorough analysis and investigate the underlying causes of any unusual patterns or anomalies identified. Data was downloaded on a secure web site. Our team applied pattern analysis to identify “outliers” and these were delivered to the client in a 65-page report, not including spreadsheets, detailing the findings. While significant numbers of recommendations for further analysis were made, the results are confidential.

## 2. DeLuca Advisory and Consulting Services LLC

**CLIENT: MIDDLESEX COUNTY, NEW JERSEY**

**Reference:**

County Administrator

**Reference:**

CFO

**Project Timeframe:** July 2020 – Present

**Project Dollar Amount:**

**Project Description:** The County of Middlesex County, New Jersey engaged DLA for services related to assisting the County with the oversight and management of their distribution of CARES Act funds.

The County has established a municipal reimbursement application process for County Municipalities to seek Stimulus Funds to reimburse them for COVID-19 related costs, thus far, and is in the process of establishing other programs to provide financial assistance to County businesses. The municipal reimbursement application process commenced on June 22, 2020, and many applications have already been submitted for consideration. The County desires to quickly review these applications and distribute the Stimulus Funds to those in need and establish other business financial assistance programs while reducing the risk of fraud, waste, and abuse.

To accomplish this objective, the County requested DLA to provide guidance on the CARES Act and assist with the establishment of various programs, and review relevant applications, including the County's own CARES Act Small Business Emergency Assistance Grant Program ("SBEA Grant Program"). The County requested DLA:

- Understand the requirements around the SBEA Grant Program established by the New Jersey Economic Development Agency ("NJEDA");
- Develop an understanding of which of the NJEDA requirements were implemented on top of any underlying Federal requirements.
- Assist the County in choosing which requirements from the CARES Act and/or NJEDA program must be kept vs. those which the County can remove if desired.
- Recommend the best-in-class SBEA Grant Program to accomplish the County's goals in assisting County businesses with financial assistance.
- Perform sample reviews of the SBEA Grant Program applications, the CARES Act Reimbursement applications, and the CARES Act CDBG applications.
- Identify any weaknesses in the application review process that might create an opportunity for the approval of ineligible grants or those that might contain fraudulent information or expenses.
- Provide recommendations for revisions to the application review process.
- Perform a review of individual applications, on an as-needed basis, to provide additional validation and vetting for expenses.

**CLIENT: CITIES FOR FINANCIAL EMPOWERMENT FUND**

Reference: [REDACTED]

Principal  
[REDACTED]

Reference:  
[REDACTED]

**Project Timeframe:** March 2020 – present

**Project Dollar Amount:** \$10 000

**Project Description:** DLA was engaged by the Cities for Financial Empowerment ("CFE") Fund in March 2020 to perform a thorough review and analysis of the CARES Act to determine if language exists that might support local and state governments using CARES Act money for financial empowerment initiatives.

On behalf of the Cities for Financial Empowerment Fund, DLA:

- Performed a thorough review and analysis of documentation released by the Federal government that provides clarification and guidance on the permissible use of CARES Act money.
- Provided a guide summarizing the review of the CARES Act and related documents highlighting language that appears to support the use of CARES funding for financial empowerment initiatives, specifically offering details on the direction and tactics CFE Fund grantees can use in their efforts to secure CARES Act funding.
- Presented the findings to CFE Fund staff and grantees.

**CLIENT: BLOOMBERG PHILANTHROPIES**

**Reference:**

[REDACTED]  
Principal [REDACTED]

**Reference:**

[REDACTED]  
Partner [REDACTED]

**Project Timeframe:** March 2020 – present

**Project Dollar Amount:** Pro Bono

**Project Description:** Since the onset of the Coronavirus pandemic and subsequent stay at home orders, DLA has teamed with Bloomberg Philanthropies to provide advisory services to the Conference of Mayors. As part of this partnership, DLA:

- Presented on the webinar entitled “COVID-19 Local Response Initiative: City Fiscal Tracking and Federal Reimbursement”.
- Worked alongside Rose Gill, the Principal at Bloomberg, to outline critical steps to take, available resources, and service offerings for governments in response to crisis.
- As part of the Bloomberg program, highlighted established best practices and provided tutorials to city leaders on how to apply for and receive aid, and how to monitor expenses to ensure proper accounting.
- Is part of a team of companies tapped by Bloomberg Philanthropies to generate a robust set of support services and resources that will help local leaders combat the Coronavirus and protect the social and economic well-being of cities.

These new supports are delivered through a partnership between Bloomberg Philanthropies and the United States Conference of Mayors and is part of Bloomberg Philanthropies COVID-19 Local Response Initiative.

**CLIENT: STATE OF NEW JERSEY'S DEPARTMENT OF THE TREASURY**

**Reference:**

[REDACTED]

Acting Director, Office of Management and Budget, NJ Dept of Treasury

[REDACTED]

**Reference:**

[REDACTED]

**Project Timeframe:** January 2014 – October 2015

**Project Description:** The State of New Jersey, through a competitive process, prequalified firms to provide auditing and integrity monitoring, among other services, on a large number of Superstorm Sandy recovery and rebuilding projects. DLA Team members provided integrity monitoring services for several engagements of varying size, including—the City of Elizabeth’s Veterans Memorial Waterfront Park and the City of Perth Amboy’s Marina and Walkways--as well as New Jersey Transit’s Gladstone Project funded by FTA and the New Jersey Department of Environmental Protection’s multi-billion dollar Rebuild by Design Program funded by CDBG. DLA team members monitored ~ \$265M in programming through task orders and contracts with various agencies including Dept of Treasury, NJ Transit, and NJ DEP.

DLA team members were involved in:

- Performing risk assessments and recommending loss prevention strategies to prevent duplication of benefits, inefficiency, fraud, waste, abuse, malfeasance, and mismanagement of funds;
- Determining if appropriate compliance systems and controls related to internal controls, procurement, contracting, compliance, cost eligibility, contract management, invoicing, and payment, were in place to comply with applicable state and federal guidelines and regulations and to test and monitor control environments.

**CLIENT: NEW YORK STATE GOVERNOR’S OFFICE OF STORM RECOVERY**

**References:**

[REDACTED]

Director of Investigations/Senior Counsel

[REDACTED]

**Project Timeframe:** July 2014 – July 2019

The reviews were designed to detect and deter fraud and non-compliance with the policies and procedures in place, from the application and eligibility process through grant award. These exhaustive reviews often entailed tight deadlines that we always met. These included examinations of thousands of data files related to the processing of claims, such as program eligibility criteria; verifications, and possible duplications of benefits; proof of damage; insurance claims; affidavits; tax filings; proof of business viability; anti-fraud, waste and abuse (AFWA) verifications; and other required documentation. DLA team members:

- Provided monitoring and compliance oversight, auditing, and investigative services as monitor and consultant for the Governor’s Office of Storm Recovery (GOSR) for various programs including but not limited to, Small Business Recovery, Rebuild and Reconstruction, Multi- Family Housing, and Buyouts and Acquisitions, reporting to the Director of Investigations/Senior Counsel and General Counsel.

- Conducted reviews using internally designed testing protocols that were developed for and approved by GOSR.
- Optimized procedures in recognition of the fact that a “one size fits all” approach is not feasible in an ever-evolving business environment.
- Acted as project executives and project managers, overseeing teams for various GOSR assignments including onsite and desk audit monitoring activities.
- Performed special investigative assignments and due diligence screens of dozens of contractors and sub- recipients.
- Helped design vendor screening protocols.
- Performed site security assessments.
- Made recommendations to strengthen MWBE and Section 3 reporting.
- Ensured that procedures and expenditures complied with the Department of Housing and Urban Development (HUD) Community Development Block Grant Disaster Recovery (CDBG-DR) requirements.
- Performed risk assessments of policies and procedures relating to assistance application processing and performed reviews to ensure that those policies and procedures were complied with.

**CLIENT: PORT AUTHORITY OF NY & NJ OFFICE OF INSPECTOR GENERAL**

**World Trade Center Projects Transportation Hub, Memorial, Museum and Visitor Orientation and Education Center, Chiller Plant, Retail, & Superstorm Sandy Cleanup**

**References:**

██████████ Senior Counsel  
Office of Inspector General

**Date Services Provided:** September 2001 - December 2018 (Cleanup/Rebuilding)  
October 2013 – December 2018 (Superstorm Sandy)

**Project Dollar Amount:** \$4.5 billion (PANYNJ Hub) and \$1 billion (Memorial)

**Project Description:** DLA Team members served as the Integrity Monitor for the PANYNJ’s Office of the Inspector General (“PAOIG”) on several Federally funded, including FEMA and FTA, projects at the World Trade Center (“WTC”) site during the rebuilding of the site following the 9/11 terrorist attacks and in the aftermath of Superstorm Sandy, including the Hub and Memorial projects. These \$4.5 and nearly \$1 billion PANYNJ projects involve the construction of a major mass transit hub and related infrastructure, and a major excavation and construction project. The monitoring team:

- Made recommendations that resulted in improvements to project processes and integrity controls in the areas of procurement, subcontractor vetting, requisition reviews, environmental and safety compliance, prevailing wage compliance, and M/WBE program compliance on both projects.
- Evolved and adapted its management approach to address the complexities it encountered.

- Used a team-building, cooperative approach, to devise solutions to a myriad of problems that rationalized the competing demands in a manner that protected the integrity of the project, created financial savings and a rational work process, and avoided delays.
- Oversaw the clean-up and recovery of the WTC site following Superstorm Sandy, which included:
  - Maintaining a 24-hour site presence during the weeks immediately following the storm;
  - Documenting and recording damaged equipment and material that had been submerged or impacted by the flood water;
  - Performing headcounts of existing contractors and specialty contractors called upon to help in the clean-up;
  - Recommending controls in order to track labor, materials and equipment used specifically for the clean-up;
  - Overseeing the transition from clean-up and recovery to remediation, restoration and replacement.
- Designed and implemented integrity controls that would prevent time and materials abuse and that became the site-wide standard for preventing fraud during the post-Sandy clean-up and recovery stage at WTC projects.
- Prevented millions of dollars in improper project costs through their remedies to the problems encountered.

**Other Relevant Experience:**

**CLIENT: NEW YORK METROPOLITAN TRANSIT AUTHORITY (MTA), SANDY GRANTS MANAGEMENT**

**Client Contact:**  
[REDACTED]

Chief Compliance Officer

**Project Timeframe:** July 2016 - March 2017

**Project Description:** In an effort by the MTA to prevent improper payments related to superstorm Sandy relief projects, DLA team members oversaw the review conducted and worked proactively with the MTA to address identified control weaknesses.

**Noteworthy Findings & Outcomes:** Team members designed an audit plan to detect improper drawdowns and identified areas for potential enhancement of internal controls related to the grant drawdown process.

**CLIENT: NEW YORK METROPOLITAN TRANSIT AUTHORITY (MTA) - FTA'S EMERGENCY RELIEF PROGRAM**

**Client Contact:**  
[REDACTED]

Chief Compliance Officer

**Project Timeframe:** September 2017 - July 2019

**Project Description:** DLA team members were awarded this monitoring project to perform compliance- related site visits and vendor due diligence for Sandy repair and resiliency Projects on behalf-of or in concert-with the MTA OIG. These site visits required multiple steps of verification and were conducted with the specific intent to test several key areas of concern under the MTA's monitorship agreement with the FTA.

**CLIENT: STATE OF NEW JERSEY'S DEPARTMENT OF THE TREASURY**

**Client Contact:**

[REDACTED] Acting Director, Office of Management and Budget, NJ Dept of Treasury

**Project Timeframe:** January 2014 - October 2015

**Project Description:** Selected through a competitive process, DLA Team members provided integrity monitoring services for several engagements. These included the City of Elizabeth's Veterans Memorial Waterfront Park and the City of Perth Amboy's Marina and Walkways, as well as New Jersey Transit's Gladstone Project funded by FTA, and the New Jersey Department of Environmental Protection's multi-billion-dollar Rebuild by Design Program funded by CDBG.

**Noteworthy Findings & Outcomes:** DLA Team members made several contributions directly leading to the establishment of revised and enhanced institutional controls specifically related to procuring future services. DLA Team members also discovered that the timber being used to rebuild piers in Elizabeth, NJ was not the "grade" specified in the bid documents, but was a lower, less expensive grade of treated lumber. Based on the finding of this product substitution, the City of Elizabeth has requested a credit change order of several thousand dollars.

**CLIENT: THE CITY OF NEW YORK RAPID REPAIR PROGRAM**

**Client Contact:**

[REDACTED]  
(former commissioner of NYC Department of Investigations)  
Principal, Bloomberg Associates

**Project Timeframe:** November 2012 - July 2013


**Project Description:** For this major FEMA-funded disaster relief program, where \$500 million in aid was distributed to qualifying homeowners affected by Superstorm Sandy to make emergency repairs, DLA Team members were hired by DOI as an integrity monitor. They were assigned to three of the prime contractors, as well as put in charge of monitoring the Program Manager and Quality Assurance firm overseeing the entire program. This was by far the largest scope of work for any integrity monitor in the program.

**Noteworthy Findings & Outcomes:** DLA Team member's work on this project led to the discovery of significant flaws in the methodologies used for the program's crucial QA/QC function to measure and verify the work that was actually performed resulting in approximately \$9 million in cost savings. More importantly, DLA Team members were responsible for the reform of how the QA/QC function was performed which led to the avoidance of many millions of dollars more in losses that otherwise would have occurred.



**CLIENT: LOWER MANHATTAN DEVELOPMENT CORPORATION RESIDENTIAL GRANT PROGRAM**

**Client Contact:**

 (former VP of Investigations at LMDC),  
Senior Counsel Office of Inspector General, The Port Authority of New York & New Jersey

**Project Timeframe:** August 2002 - December 2005

**Project Description:** DLA Team members served jointly with Ernst & Young LLP as integrity compliance auditor for the Lower Manhattan Development Corporation ("LMDC") on a \$227 million HUD funded Residential Grant Program that offered financial assistance to qualified lower Manhattan tenants after September 11, 2001. DLA Team members participated in the development and implementation of policies, procedures and controls, as well as protocols and a monitoring system, to ensure internal and external compliance and to minimize the risk of fraud.

**Noteworthy Findings & Outcomes:** Implementation of due diligence and internal controls recommendations made by DLA team members developed evidence that contributed directly to multiple convictions of fraudulent applicants.





### 3. Wiss & Company

#### OUR EXPERIENCE WITH NEW JERSEY, NEW YORK, AND NEW YORK CITY ENTITIES

In the past, our Firm has performed large scale internal control and compliance audits of several large public-school systems and municipalities on behalf of the New Jersey Department of Education and New Jersey Department of Community Affairs. The two projects were 6,000 hours in scope.

Additionally, during the past year, our Firm has been engaged by the New Jersey Department of Transportation to perform overhead and direct cost audits on select vendors in accordance with Federal Acquisition Regulations.

Additionally, during our Partner's career, audit services were provided to the following public sector organizations:

- New York City Economic Development Corporation
- New York City Housing Development Corporation
- New York City Department of Education
- Suffolk County
- New Jersey Building Authority
- New Jersey Economic Development Authority
- New Jersey Educational Facilities Authority
- New Jersey Healthcare Facilities Financing Authority
- New Jersey Schools Development Authority
- New Jersey Transit Corporation
- New Jersey Turnpike Authority

Wiss has also completed an extensive performance audit of the Newark Public Schools covering such key areas as purchasing, human resources/payroll, and workers' compensation.



**CLIENT: NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS**

**Reference:**

[REDACTED], Former Deputy Director, Division of Local Government Services

**Project Description:** Our Firm was engaged by the State of New Jersey, Department of Community Affairs, Division of Local Government Services to perform internal control and statutory compliance audits of two cities that received special municipal aid from the State. This project required interfacing with a State Agency in the administration of a monitoring and oversight program related to a special grant program. The two cities in which we performed these audits included the City of Asbury Park, with an annual budget of approximately \$45 million, and the City of Jersey City, the State's second largest city, with an annual budget of approximately \$465 million. The audits performed included the following:

- Performed an overall risk assessment of each City to establish testing and sampling methods.
- Performed internal control and compliance review assessments over the following significant processes within each City:
  - Purchasing, Accounts Payable, and Cash Disbursements
  - Payroll and Human Resources
  - General Fiscal Operations, including:
    - Budgeting
    - Revenue and Cash Receipts
    - General Ledger Maintenance
    - Banking and Investment Policies
    - Capital Ordinances
    - Tax Abatements
    - Trust Funds
    - Grant Accounting
- Information Technology Operations
- Risk Management
- Inventory and Fixed Assets
- Identified areas at risk for fraud, waste, and abuse.
- Identified potential efficiencies and procedures that would lead to cost saving opportunities for each City.
- Provided final risk assessments for each significant process evaluated.

The total project was approximately 3,000 hours in scope, included over fifteen members of the Firm, and was completed over a three-month time period. At the conclusion of the engagement, our Firm issued a Performance Audit Report in accordance with Government Auditing Standards. This engagement was completed on time and on budget.

**CLIENT: NEW JERSEY DEPARTMENT OF EDUCATION**

**Reference:**

[REDACTED] Assistant Commissioner, Division of Finance [REDACTED]

**Project Description:** Our Firm was engaged by the State of New Jersey, Department of Education to perform internal control and compliance audits of two public school systems that received Additional Abbott Parity aid from the State. This project required interfacing with a State Agency in the administration of a monitoring and oversight program related to a special grant program. The purpose of these audits was to analyze historical expenditures for essential and non-essential spending and to assess internal controls over the operations of each public school system. The two public school systems in which we performed these audits included the Township of Phillipsburg School District, with an annual budget of approximately \$70 million, and the City of New Brunswick School District, with an annual budget of approximately \$180 million. The audits performed included the following:

- Provided a detailed analysis of historical non-salary expenditures documenting how funds were spent and identifying potential errors, irregularities, and outliers in spending.
- Provided a detailed analysis of salary expenditures and payroll data to identify potential errors, irregularities, and outliers.
- Performed an internal control review and assessment over the following significant processes within each Public School System:
  - Accounts Payable
  - Inventory and Fixed Assets
  - Facilities Management
  - Purchasing
  - Food Services
  - Pupil Transportation
  - Payroll and Human Resources
  - General Operations (including budgeting, revenue, and cash receipts)

**CLIENT: NEWARK PUBLIC SCHOOLS**

**Reference:**

[REDACTED]  
Business Administrator  
[REDACTED]

**Project Description:** Our Firm was appointed to complete the audit of the Newark Public School's 2008 financial statements in June 2008 and we were subsequently reappointed to complete the audit of the District's 2009-2020 financial statements. With over 40,000 students, approximately 75 school buildings, 8,000 employees, and approximately \$1 billion budget, the District is the largest public school system in the State of New Jersey. Our Firm also performs the Federal and state single audit for the District in accordance with Uniform Guidance and NJ OMB Circular 15-08. The District

expends approximately \$200 million and \$700 million in Federal and state funds, respectively. Our Firm issues an opinion on the financial statements for each major fund. The Comprehensive Annual Financial Report that is issued in conjunction with our Independent Auditor's Report encompasses both individual fund financial statements as well as government-wide financial statements. The financial statements follow the GASB 34 reporting model. Additionally, we issued a comprehensive Auditor's Management Letter, providing recommendations on internal control improvements, as well as, compliance exceptions noted in the course of our audit of the financial statements. The annual audit is approximately 2,000 hours in scope and is completed over a three month time period by approximately seven members of our Firm.

Additionally, we recently completed a performance audit (oversight and monitoring) of several of the District's significant processes. The project was approximately 4,000 hours in scope and included the following significant areas of the District:

- Purchasing, procurement, and accounts payable
- Workers compensation and general liability insurance
- Payroll and human resources
- Out-of-district tuition
- Inventory of technology equipment
- Wire transfers
- District-owned vehicles
- Conflicts of interest policy
- Identified areas at risk for fraud, waste, and abuse.

Both of these engagements have been completed on time and on budget for each year we have performed the audit.

#### **CLIENT: NEW YORK CITY DEPARTMENT OF EDUCATION**

**Project Description:** During Scott's career with Ernst & Young, he was assigned to a large engagement with the New York City Department of Education Office of the Auditor General ("OAG") to provide co-source internal audit and consulting services. The engagement involved planning meetings with OAG staff to determine the timing and scope of procedures, identifying the public schools to be tested based upon a risk analysis, and developing an audit program to address specific concerns identified by the OAG. The engagement also included procedures to identify fraud, waste, and abuse. The engagement was approximately 22,000 hours and included procedures at over 40 schools throughout the 5 Boroughs of New York City. Scott was responsible for supervision of the engagement, including developing and providing a training program for Wiss and OAG staff, developing the audit program to be used on the engagement, scheduling and supervising staff, attending of bi-weekly status meetings with OAG management, review of working papers and draft reports for each school, and the completion of the final performance audit report. This further exemplifies our experience managing large and complex engagements with significant hours and staffing requirements. All deadlines were met.



Our firm has a significant amount of experience auditing Federal and state grants in accordance with the Single Audit Act, Uniform Guidance and NJ OMB Circular 15-08. The Single Audit Act requires independent auditors to perform grant specific audit procedures to assist the Federal government with oversight and monitoring of grants awarded to state and local governments as well as not-for-profit organizations.

Through this experience, our firm is very familiar with relevant Federal and state documentation practices necessary to ensure the receipts and retention of grant funding. The professionals in our firm have performed single audits on grants provided by the following Federal and New Jersey State Departments:

- U.S. Department of Agriculture
- U.S. Department of Commerce
- U.S. Department of Housing and Urban Development
- U.S. Department of Justice
- U.S. Department of Labor
- U.S. Department of Transportation
- U.S. Department of Energy
- U.S. Department of Education
- U.S. Department of Health and Human Services
- U.S. Department of Homeland Security (including FEMA)
- New Jersey Department of Community Affairs
- New Jersey Department of Education
- New Jersey Department of Environmental Protection
- New Jersey Department of Human Services
- New Jersey Department of Labor

**FEMA EXPERTISE**

The following represents engagements that Wiss employees have worked on related to FEMA funding

Wiss was one of the prequalified firms approved to perform integrity audits of compliance under a contract with the State of New Jersey as a result of Superstorm Sandy.

Wiss currently has a contract with the State of NJ as a prequalified firm to perform audits of state entities.

After Superstorm Sandy, many of our governmental clients received FEMA Aid for disaster assistance. For some of these clients, our specialized public sector practice performed audits of FEMA funds, which involved testing internal controls over compliance and compliance related to how funds were spent. This also included testing payroll claims for work performed, costs associated with machinery, equipment, and other costs associated with responding to the disaster.



In addition, one of our clients received close to \$100 million of FEMA funding to reconstruct pump stations that were destroyed during Superstorm Sandy.. Annually, we have tested the expenditure of these funds for construction of the pump stations and the internal controls for compliance with the Uniform Guidance and the contract with FEMA.

Many of our clients received funding through FEMA for mitigation related expenditures, including purchasing generators. We tested these expenditures for compliance with the Uniform Guidance.



# Vander Weele Group<sup>LLC</sup>

## Response to Request for Quotation 1465257S:

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

### Section 3: Management Overview



December 18, 2020



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### III. MANAGEMENT OVERVIEW (4.2.2., 3.0)

This is Section III: Management Overview of the Vander Weele Group<sup>LLC</sup>'s response to Request for Quotation 1465257S: Integrity Oversight Monitoring. While Section II addressed our general approach to the engagement process, this section addresses our overall approach and framework for executing oversight programs. It then details our team's technical approach and experience in providing the services specified in this RFQ. It begins, however, with a brief discussion of the goals and objectives of the contract. To avoid duplication, we respectfully request that *Technical Quote* information be considered when evaluating this section.

#### A. Processes Subject to Oversight

An important part of the State's accountability infrastructure, Integrity Monitors will be engaged to oversee:

- the disbursement of COVID-19 Recovery Funds and
- the administration of a COVID-19 Recovery Program.

As we envision it, oversight of disbursements of COVID-19 Recovery Funds entails performing audits, monitoring, investigations, forensic audits, and further examination of the distributed funds. Oversight of the administration of COVID-19 Recovery Program addresses the processes, procedures, controls, and systems used to ensure integrity and efficiency in the distribution of the funds.

#### B. Goals and Objectives

##### 1. Goal

The goal of integrity monitors, as established in the Integrity Monitor Guidelines developed by the State of New Jersey COVID-19 Compliance and Oversight Taskforce, is to maximize the value of COVID-19 Recovery Funding to ensure that every dollar is spent efficiently and properly. The Taskforce was formed pursuant to New Jersey Governor Murphy's Executive Order 166, as discussed in Section II of this response.

##### 2. Objectives

###### a. Compliance

To meet that goal, a key objective is to comply 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.

Therefore, an important task in launching any oversight activity is to precisely identify each stream of funding covered by the oversight services and what legal, regulatory, contractual and policy guidelines govern it.

As the recipient of COVID-19 Recovery Funds, the State of New Jersey must comply with requirements of the CARES Act, any other federal laws under which COVID-19 Recovery Funds were issued, and provisions of the "Uniform Guidance," the short name for *Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit*

*Requirements for Federal Awards.* Also called the “SuperCircular” or the “OmniCircular” because it consolidated multiple Circulars previously issued by the Office of Management and Budget, the Uniform Guidance is the authoritative guidance governing the administration of Federal grants. As a pass-through entity, the State of New Jersey is bound by the Uniform Guidance’s requirements for sub-recipient monitoring and management. Notably, cost principles are governed by the CARES Act and the U.S. Treasury Department Guidance and FAQs.

The State of New Jersey is bound also by provisions of the *Robert T. Stafford Disaster Relief and Emergency Assistance Act*, 42 U.S.C. § 5121-5207, (“Stafford Act”), and other federal and state guidelines and regulations.

A Single Audit, previously governed by the *Single Audit Act* (31 U.S.C. sec. 7501-7507) and now governed by the Uniform Guidance, is required when a non-Federal entity expends \$750,000 or more of Federal awards during the entity’s fiscal year. While an entity may receive more than \$750,000 in an allocation or award, the requirement is determined based on total Federal expenditures incurred during a fiscal year. Even if an entity does not meet the threshold for a single audit, it is still required to meet the compliance requirements under the Uniform Guidance.

**b. Fraud and Malfeasance**

In support of Using Agencies, the role of Integrity Monitors will be to develop measures to prevent, detect, and remediate both fraud and malfeasance in the expenditure of COVID-19 Recovery Funds.

**c. Waste and Inefficiencies**

In support of Using Agencies, the role of Integrity Monitors will be to develop measures to prevent, detect, and remediate both waste and inefficiency in the expenditure of COVID-19 Recovery Funds.

**C. Benefits**

The benefits of oversight programs are well documented. Oversight is necessary to comply with federal and state requirements, thereby avoiding corrective actions such as the return of federal funds. Just as importantly, however, oversight programs:

- Demonstrate to stakeholders—ranging from funders to taxpayers to end users—the state’s commitment to operate in the government theatre with integrity.
- Lessen damages to the government’s reputation should fraud become public.
- Protect government assets from internal theft.
- Reduce waste and inefficiency.
- Improve employee morale and retain high-performing employees by demonstrating concerns are dealt with fairly.
- By more effectively using taxpayer dollars, focus resources on where they are needed most.
- Strengthen internal business processes to reduce the likelihood of being victimized by internal fraud schemes in the future.

## D. The Oversight Continuum

Building a recovery funds oversight program has multiple components. The level and strategy of the organization receiving the recovery funds determines which components are implemented and when. This section is intended to provide a general framework for understanding how each service fits into the overall recovery funds continuum.

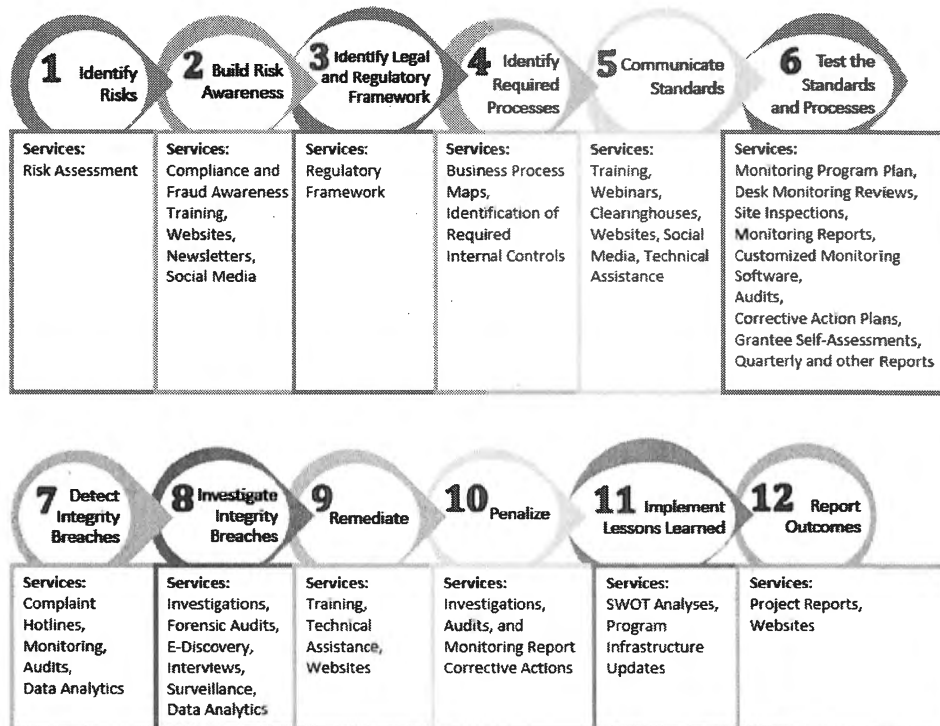
### 1. Identify Risks

Identifying the assets and the risks to those assets is the first step in building a recovery funds oversight program. Risks range from failure to implement the programs paid for with recovery funds and failure to spend the funds provided in a timely manner, to failure to understand compliance requirements. In a worst-case scenario, risks involve fraud in procurement, payroll, construction programs, and more. The type of risk assessment to be conducted depends on the applicable governing regulations. Types of risk assessments include those governed by the Uniform Guidance, audit standards, and anti-corruption program assessments of the risk of fraud, waste, and abuse based on best practices. For purposes of this RFQ, we will conform to the risk assessment methodology detailed in the Integrity Monitor Guidelines.

Risk Assessment methodology is discussed in more detail in Section III.E.1.

Services: Risk Assessment

## The Oversight Continuum



## 2. Build Risk Awareness

Launching an oversight program begins also with setting a tone at the top that communicates a commitment to operating programs with integrity. New Jersey Governor Phil Murphy modeled this commitment by issuing Executive Order 166. In doing so, he understood that an effective oversight program requires facing the reality that no organization is immune to large-scale risks and integrity challenges. Therefore, the next step in launching an oversight program is awareness—awareness of regulatory requirements, program risks, red flags of fraud, types of common fraud schemes, and the consequences for not ensuring proper oversight. These consequences include audits and investigations that require the return of grant funds. The State of New Jersey recognizes the importance of awareness in its request in Section 3.1.1.3 of the RFQ for training in the area of detection and prevention of fraud, waste, and abuse. According to the Association of Certified Fraud Examiners' *2020 Report to the Nations*, organizations with fraud awareness training for employees were more likely to gather tips about fraud than those without.

Services: Compliance and Fraud Awareness Training, Websites, Newsletters, Social Media

## 3. Identify Legal and Regulatory Framework

Monitoring CARES Act funding requires a deep understanding of the federal and state legal and regulatory framework. Without this understanding, a recipient of CARES Act funding risks non-compliance that results in wasted taxpayer dollars and a drain on resources intended to address the catastrophic effects of COVID-19. Non-compliance can also result in negative audit, monitoring, and investigative findings that result in return of funds, negative publicity, and low morale. Therefore, Phase 2 of building a CARES ACT oversight program requires identifying standards to which the state and funded organizations must adhere. Standards include federal and state laws and regulations, but they also include internal financial and grants management policies, ethics policies, organizational codes of conduct, and ethics provisions in contracts with vendors. For extreme circumstances, they also include federal criminal statutes including, but not limited to, Title 18 U.S.C. § 666: U.S. Code - Section 666: *Theft or Bribery Concerning Programs receiving Federal Funds*; Title 18 U.S.C. § 1001: U.S. Code - Section 1001: *Statements or Entries Generally - False Statements*; - *Conspiracy to Commit Offense or to Defraud the United States*; and 18 U.S.C. § 287 - *False, Fictitious, or Fraudulent Claims*.

Services: Regulatory Framework

## 4. Identify Required Processes

To comply with standards and mitigate the risk of waste, fraud, and abuse, recipients must identify and implement internal control, financial management, human resource, and related systems. At every level of the multi-tiered recovery funds distribution program, there must be adequate systems to prevent, detect, and investigate fraud or other types of integrity breaches. Robust Internal Controls are required of organizations that accept federal recovery funds. These can range from screening programs for vendors and employees to Conflicts of Interest provisions in organizational Codes of Ethics to segregation of duties in financial functions.

Beyond preventing fraud and malfeasance, however, is the important goal of effectiveness--and here, other systems come in play that promote organizational effectiveness and best practices in management.

Services: Business Process Maps, Identification of Required Internal Controls

## 5. Communicate Standards

Ensuring integrity in a wide-reaching recovery funds program requires ensuring that grantees understand the governing standards and the internal processes required by those standards. Initial communications can be accomplished through multiple means, ranging from training sessions to webinars to clearinghouses of resources to newsletters and use of social media. Follow-up communications can be through technical assistance offered during monitoring reviews.

Services: Training, Webinars, Clearinghouses, Web Site, Social Media, Technical Assistance

## 6. Test the Standards and Processes

Testing the standards occurs through fiscal and programmatic monitoring as well as auditing, process, and performance reviews. Fiscal monitoring focuses on the financial aspect of the recovery funds program: how recipients spend the money and the systems in place for doing so with integrity and efficiency. Frequently, fiscal monitoring programs test non-financial compliance-related standards as well. Programmatic monitoring tests whether the programs for which the funds were designed exists and are effective. While audit methodologies overlap with those of fiscal monitoring, particularly in the area of internal control testing and allowability of expenditures, they are distinctly different disciplines. Unless significant fraud is identified, monitoring is considered a non-punitive and supportive means to test compliance with legal and regulatory requirements and ensure that recipients comply with them. Monitoring permits wider inquiry and, under the Uniform Guidance, is designed to be more flexible in identifying standards aligned with organizational and policy goals, while auditing is performed according to rigid and prescribed accounting standards. Furthermore, Single Audits are not typically designed to detect fraud per se. Monitoring also incorporates training and technical assistance, including recommended program improvements and best practices, while auditing does not. At the Vander Weele Group<sup>plc</sup>, we like to refer to monitoring as boots-on-the-ground intelligence that can be useful in collecting grantee feedback to drive systemic and policy reforms. It can also be used to collect and recognize best practices and lessons learned to be shared with the group of grantees.

Services: Monitoring Program Plan, Desk Monitoring Reviews, Site Inspections, Monitoring Reports, Customized Monitoring Software, Audits, Corrective Action Plans, Grantee Self-Assessments, Quarterly and other Reports

## 7. Detect Integrity Breaches

While monitoring and auditing can detect integrity breaches, or early indicators that breaches ("red flags") may have occurred, they are not specifically focused on fraud detection. According to the Association of Certified Fraud Examiners' 2020 *Report to the Nations*, 43 percent of fraud schemes studied were detected through tips and

half of those tips came from employees. That is where telephone and email complaint hotlines become important. Systems should include not only the technology to field the complaints, but screening procedures, response time requirements, interview training for live calls, case assignment procedures, workflow charts, and more. In recent years, another increasingly important means of detecting fraud has been through the use of Data Analytics to detect fraud. Our team is experienced in this type of analysis, as described in Section III.F.3.a.

Services: Complaint Hotlines, Monitoring, Audits, Data Analytics

## **8. Investigate Integrity Breaches**

Next, strong integrity programs have a means to escalate inquiry into early indicators of fraud and investigate potential and actual breaches. Like monitors, investigators should be well-trained in areas such as types of fraud schemes and the body of criminal and civil law that governs the process of collecting evidence to prove or disprove allegations. Investigators should also be trained in interviewing, collecting, and documenting evidence, protocols for information security, and other subjects.

Services: Investigations, Forensic Audits, E-Discovery, Interviews, Surveillance, Data Analytics

## **9. Remediate**

Depending on the level and severity of non-compliance or intentional misconduct, an oversight program incorporates a thoughtfully developed series of escalated repercussions. During the monitoring process, opportunities for training and technical assistance typically arise. In some cases, recipients of funds are compliant but may benefit from exposure to best practices in fraud prevention and effective program operations through mentoring, webinars, and websites that provide a clearinghouse of information.

Services: Training, Technical Assistance, Websites

## **10. Penalize**

For intentional misconduct and abuse of funds, repercussions may range from a return of funds to debarment and even criminal indictments. These are determined and typically implemented by the funding agency which also determines whether it desires recommendations for action in its investigative and forensic reports. (In some cases, an agency's legal team prefers that recommendations be omitted; other agencies welcome them. We defer to our clients' preferences.)

Services: Investigations, Audit, and Monitoring Report Corrective Actions

## **11. Implement Lessons Learned**

After these systems have been in place for a while, it is time to implement lessons learned. This phase includes updating and retooling processes, policies, contracts, training, resources, rewards, and consequences.

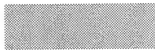
Services: SWOT Analyses; Program Infrastructure Updates



## 12. Report Outcomes

The U.S. Treasury CARES Act Recovery Funds program and New Jersey have implemented standardized reporting procedures. Beyond these mechanisms, websites and other reporting mechanisms can highlight to internal and external stakeholders, incidences of non-compliance and systemic challenges, but also successes and improvements. It is important to celebrate the successes.

Services: Project Reports, Websites



## E. General Project Tasks (3.1)

### 1. Risk Assessments (3.1.a)

As we understand it, risk assessments will be initially performed by the Program Participant's Accountability Officer and later by Integrity Monitors, depending on the phase of the oversight program and the nature of the oversight activities.

#### a. Objectives

The 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. According to the *Integrity Monitor Guidelines*, the risk assessment should include a review of the agency's ability to comply with the CARES Act and other statutory and regulatory requirements, including with regards to reporting, monitoring, and oversight, as well as a review of the agency's susceptibility to waste, fraud, and abuse.

#### b. Authorities

In decades past, Monitors of Federal grant spending selected entities to be reviewed based on a statistical sampling to ensure that the reviewed entities represented the pool of monitored entities as a whole. The year 2014 saw a shift in Federal philosophy on how entities are chosen. Rather than statistically based, selection now must be risk-based. This approach recognizes that high-risk grantees must be addressed more quickly and thoroughly than low-risk entities.

Accordingly, *Title 2 CFR 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)* Title 34 requires that pass-through entities evaluate a sub-recipients' risk of non-compliance with Federal laws, regulations, and grant terms and conditions, and determine appropriate monitoring actions. This risk assessment provides the basis for the selection of grantees to be monitored.

Risk to grant funds is defined as the failure to achieve the legally required objectives. Specifically, 2 CFR §200.331(d) requires pass-through entities to "monitor the activities of the subrecipient as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of the subaward; and that subaward performance goals are achieved."

Inherent in this definition and in any taxpayer-funded program is the risk of fraud, waste, and abuse, which is gauged primarily through the testing of internal controls and for unallowable expenditures. Therefore, categories of risks include:

- Risk of non-compliance with Federal statutes, regulations, and the terms and conditions of the subaward;
- Performance risk that subaward performance goals are not being achieved, and
- Control Risk, specifically the risk of fraud, waste and abuse, gauged through the testing for internal controls and unallowable expenditures.



**c. Risk Environment**

In assessing the risk environment of the grantees selected for the Federal grants identified for monitoring by the State, the Accountability Officer and/or Engagement Team will consider criteria contained in the *Integrity Monitor Guidelines*, such as:

- Organizational leadership, capacity, expertise, and experience in managing and accounting for federal grant funds in general, and disaster recovery funds in particular.
- Input from the individuals/units that will disburse funds or administer 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.
- Subrecipient 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 subrecipient and the complexity of its projects,
- Whether federal or state guidelines provide guidance regarding the uses of funds (i.e., discretionary vs. restrictive).

Other factors that may be considered are:

- The centralization or decentralization of the Recipient's financial system if the Recipient entails a network of subgrantees as well as the level of oversight, including approval of budgets and expenditures exceeding certain thresholds, provided by the central administration.
- Oversight and governance components such as an Audit committee, ethics procedures, an Outsourced Inspector General, and related factors.
- Staff turnover, correlating to 2 CFR 200.331(b)(4), which states, "All pass-through entities must evaluate each subrecipient's risk of non-compliance which may include consideration of such factors as whether the subrecipient has new personnel or new or substantially changed systems."

In designing the risk assessment, we will work with the Using Agency to select appropriate criteria of risk, based on available data.

## 2. Project Performance (3.1.b)

Methodologies for evaluating project performance vary widely depending on the program and preferences of the Using Agency. Some agencies evaluate performance by tracking recipient self-assessments provided in federally mandated performance reports, which include performance metrics and measurable progress against those metrics. Others require qualitative analyses based on program observations and focus groups, not only with recipient personnel but with end users. Yet others draw on the professional evaluation community to draw conclusions based on quantitative and qualitative analyses over time. An important means to properly assess project performance is to engage team members with specific expertise in the program being monitored. At the Vander Weele Group<sup>LLC</sup>, we prefer to hire practitioners to conduct performance and programmatic evaluations. Collectively, the Vander Weele Group<sup>LLC</sup> team of monitors provide more than 140 years of experience in the fields of education, social services, and human services. Other team members bring specific expertise in accounting, criminal justice, and construction. Our subcontractors widen that significant pool of subject matter expertise even further.

## 3. Internal Controls (3.1.c)

Evaluations of internal controls in the Using Agency's financial management, cash management, acquisition management, property management, and records management systems are an effective and necessary element of the oversight process. Through the evaluation process, to be conducted by the Wiss team for audits and the Vander Weele Group<sup>LLC</sup> team for monitoring reviews, we will gain an understanding of the procedures and operations of the organizations under review. Our evaluation of the internal control environment will be focused on those internal controls that are applicable to each federal compliance requirement that is material to the grant program or material to a contract specific requirement. Based on the evaluations made during this phase, we will determine the scope of our testing in conjunction with the needs of the State.

### a. The Internal Control and Compliance Testing Phase

We will select a sample of transactions, based on our risk assessment and internal control evaluation, from each organization and test for internal control effectiveness and compliance with the terms of the grant agreements, contracts, and requirements of the State. We will work with the project manager from the Agency to ensure that our sampling methodology meets the expectations of the State. Evidence of internal control deficiencies will generally require larger samples to be tested during our testing of compliance requirements.

Based on the scope of work provided by the State and our understanding of each grant, the following material compliance requirements are likely to be applicable: Activities Allowed, Cost Principles, Cash Management, Eligibility, Equipment and Real Property Management, Procurement and Suspension and Debarment, Reporting, and Special Tests and Provisions. In addition, we will perform any additional specific procedures necessary to meet the needs of the State in the monitoring process.

The initial step in our approach to assuring engagement quality control is the preparation of work papers that contain sufficient, competent, and relevant evidential matter as required for audits by the Government Auditing Standards. Audit work papers, being the permanent record of the work performed and methods followed, will serve as the basis to support our report. Therefore, we understand that these work papers must substantiate and explain in detail the objectives, scope, work performed, and findings noted in the report. In addition, the Wiss audit team have developed a standardized indexing system for all work papers. This provides a consistent, quality product which can be easily and thoroughly reviewed. An Independent Review of all work papers is a required element of Wiss' auditing procedures and quality control program. Review is the means by which Wiss ensures that each level and step of the work is properly performed and completed.

For Audits, work paper review procedures include:

- The Engagement Manager (Project Manager) reviews all work papers generated by the In-Charge Auditor (Project Manager or Supervisory) and Field Auditors (Associate/Staff) at the project site on a continual basis, informs them if additional procedures are warranted, advises them of their progress, and initials all work papers to note that they have been reviewed.
- The Engagement Partner reviews the overall project at various stages of the work and prepares review comments, as needed, for follow-up by the Engagement Manager, In-Charge Auditor, and Field Auditors.
- Prior to completing the final review of the work papers, the Engagement Manager will determine that:
  - All review comments have been appropriately resolved and documented in work papers.
  - All segments of the work have been completed in conformity with the contract terms and the tailored project plan.
  - All work papers have been appropriately reviewed and initialed.
  - The Engagement Partner is satisfied through his review that the fieldwork is complete and that he has approved the move to the next assignment.
  - The progress of the In-Charge Auditor and Field Auditors has been reviewed and documented in accordance with the firm's quality control procedures.

The Engagement Manager will complete an overall review of the project assigned by the Engagement Partner. The Engagement Manager's knowledge and experience will provide the background needed to determine the adequacy of the procedures and adherence to the appropriate grant and contract requirements and auditing standards.

#### **4. Compliance (3.1d)**

Upon request, the Engagement Team's monitoring tools will include sections that gauge compliance with general terms and special conditions of the subaward.

Our monitoring tools contain the following elements, using terminology and elements specified by the client:

- Citation for term, condition or, if applicable, law, regulation, policy, term or condition.
- Statement of law, regulation, policy, term or condition.
- Finding.
- Recommendation.
- Compliance Action (if specified by client).
- Recipient response (if specified by client).

A companion rubric will map evidence required to prove compliance with each standard.

To reduce burden on the Recipient, the tool should measure the most meaningful requirements and omit those that have minimal or no impact on the outcome or integrity of the program. This is based on the philosophy that what is measured drives performance and that monitoring should further the goal of strong program performance by measuring what is meaningful.

#### 5. Document Reviews (3.1e)

Document reviews are embedded in every component of the oversight process, whether audits, monitoring reviews, business process assessments, or investigations. The Engagement Team will use document reviews to understand the necessary background to a program, collect evidence of compliance or integrity breaches, understand the policy framework, and support risk assessments. In investigations, documents may also include electronic evidence. Examples of documents include:

- List of subrecipients/grantees.
- Financial policies and procedures.
- Procurement policies and procedures.
- PII Policies and procedures.
- Relevant business process maps and manuals.
- Federal-State grant agreements.
- State-Recovery Program Participant sub-grant agreements.
- Approved grant applications, including performance metrics.
- Approved Federal grant budgets.
- Approved budget amendments and waivers.
- Agency organization charts / Grant-funded employee lists.
- Individual schedules and brief descriptions of job duties.
- General/subsidiary ledgers.
- Charts of accounts.
- Expenditure Reports of CARES Act funds.
- Equipment/property inventory records.

- Bank reconciliations and associated bank statements.
- Signed employee timesheets/employee time-keeping records for funded employees that worked during the relevant fiscal year.
- Payroll registers.
- Cancelled checks, paycheck copies, and/or stubs.
- Payroll calendars.
- Check/Direct Deposit registers.
- Any other payroll-related reports such as reconciling documents.
- A-133 Single Audit Reports, if applicable.
- Required reports of programmatic performance.
- Quarterly and final expenditure report claims.
- Activities schedules for funded programs.
- Access to invoice billings, purchase orders, cancelled checks, journal entry details, consultant statements of work, etc. for the year under review.
- Signed time sheets, descriptions of activities and agendas.
- Receipts, invoices, PO's, and/or packing slips for any non-personnel-related expenditures.
- Agendas, sign-in sheets for program existence testing.
- Fixed Asset Inventory records, policies, and procedures.
- Time and Effort reports for Federally funded positions.
- Inspector General, General Accounting Office, State Audit and monitoring reports.
- Relevant communications with the State and Federal government.

#### **6. Interviews (3.1f)**

Interviews are an integral part of every oversight component, whether audits, monitoring reviews, business process assessments, or investigations. Aligned with pre-determined goals and objectives, the Engagement Team will interview 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. Investigators will have been trained in investigative interviewing. Our approach is professional, objective, meticulous, and accurate.

#### **7. Sampling Eligibility Determination (3.1g)**

As part of audits and monitoring reviews, we will conduct, as designated by the review tool, sample eligibility determinations. Sampling methodologies will be pre-approved by the Using Agency and dependent on program-specific factors such as the number of files, the type of high-risk activities, Engagement Team resources and project budgets. We will also review denials of applications for funding.

#### **8. Expenditure Testing (3.1h)**

The Engagement Team will review a sampling of files to become familiar with the progression of the disbursement of funds in a particular program and to answer questions such as:

- Are actual expenditures consistent with the planned expenditures?
- Are the expenditures allowable under the relevant cost principles?
- Are the expenditures within the time period for which they were designated?
- Is the full scope of services listed in the project work plan being accomplished at the appropriate rate of actual and planned expenditures?

Prior to any monitoring activity, each member of the Monitoring Team will receive a “monitor’s edition” of the monitoring instruments with a list of evidence required to support all conclusions drawn. In addition, staff meetings will review each indicator and discuss what constitutes appropriate evidence. Members of the Engagement Team will also receive a “quick guide” to unallowable expenditures. As indicated, staff will receive a library of authorities, permitting them to research any questionable areas. If legal and regulatory authorities leave room for interpretation, we will discuss these issues with the Using Agency before each report is finalized.

#### **9. Record Retention (3.1i)**

As requested by the Using Agency, the Engagement Team will ensure that the Using Agency retains appropriate documentation based on federal and state regulations and guidance to support fund disbursement.

As indicated, the Engagement Team will prepare and maintain working papers documenting all testing activities performed and describing the results of those testing activities. The working papers will be sufficiently detailed as to allow a reasonably knowledgeable reviewer to clearly understand what testing was performed and the results of that testing. The working papers will also clearly support all conclusions drawn and sufficiently support any findings or questioned costs noted, including the criteria for the findings and questioned costs. The working papers will be reviewed by a senior member of the Engagement Team and will be subject to review by the Using Agency.

#### **10. Emergency Procurements (3.1j)**

As part of the monitoring or audit reviews, the Engagement Team will examine funding decisions related to emergency situations based on emergency procurement policy, legal, and regulatory requirements.

#### **11. Operational Efficiency (3.1k)**

The Engagement Team will meet with the Using Agency to exchange ideas and discuss the desired parameters for an analysis of operational efficiency. Depending on Using Agency preferences, we will map functions, and the authorities that govern them, in the following broad classes:

- **Plan.** Planning includes developing program vision, mission, strategic plans (goals and objectives), work plans, program infrastructure, organizational charts, recruitment strategies, project plans, and so forth.
- **Communicate.** Organizational goals and objectives are communicated through training, staff meetings, internal Websites, job descriptions, project management systems, well-designed software and tools, project templates, and other means, both electronic and physical.



- **Execute.** Execution entails the day-to-day implementation of the program, scheduling and undertaking required activities, and coordinating with outside and internal stakeholders.
- **Test.** Testing can include self-assessments, 360 Leader Assessments, audits, monitoring, inspections, focus group interviews, staff surveys, and observations. It also includes analyses of workload, skills gaps, and organizational effectiveness.
- **Retool.** Retool, or Continuous Improvement, includes converting lessons learned and feedback into newly designed initiatives, processes, systems, or communication tools.

Operational analyses methodologies can vary widely and require creative problem-solving skills. Multiple models and approaches exist. Typically, an operational analysis begins with an understanding of the Recipients' vision, mission, goals, and objectives for the grant-funded program and particularly as they align with broader agency or funder objectives. In one model of strategic planning, this is called the "Future State." Next, the Engagement Team examines the effectiveness of the communication of those goals to staff and stakeholders. In examining the next phase, execution, the Engagement Team discusses with the Recipient the status of each process relevant to the Future State along with challenges, obstacles, and areas of inefficiency. The Team looks at specific metrics designed to measure progress. Finally, the Engagement Team discusses pathways to achieve the Future State, whether they be in the area of human resources, technology, recruitment of program participants, parental involvement for programs involving children, regulatory oversight, and so forth. As an example of this, in our Team's monitoring of Bureau of Indian Education schools, our Team used information gathered on the monitoring visits to report on a series of systemic obstacles to poor student achievement. They ranged from high teacher and administrator turnover to Tribal politics to inefficiencies in processing school requests for technology purchases and delays in employee background checks. As a result, our team rolled out a series of recommended improvements to the system.

#### **12. Needs Assessment (3.1l)**

Similar to the discussion of operational efficiencies above, we will conduct needs assessments and gap analyses to assist the Using Agencies in identifying present and future needs to maximize the efficiency and effective use of CARES Act funding. We will follow the above-mentioned strategic planning process to identify gaps not only in organizational effectiveness but in the grant and financial management systems, as discussed elsewhere in our response.

#### **13. Collaboration (3.1m)**

As we do with our other clients, the Vander Weele Group<sup>LLC</sup> team would be privileged to participate in collaborative efforts among Integrity Monitors to leverage lessons learned, identify trends, and guard against duplication of benefits.

#### **14. On-Site Monitoring (3.1n)**

The Engagement Team will conduct on-site monitoring visits if we find:

- 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 designations.
- A failure by the Using Agency to follow up on prior monitoring findings.
- Allegations of misuse of funds.
- Receipt of complaints.

For large-scale monitoring programs, our site visit protocols are as follows. Once recipients requiring site visits are identified, steps—which will be adjusted for this Integrity Monitor Program—will be as follows:

- **Verify Contact Information and Blackout Dates.** If requested by the Using Information to do so, we will contact each Recipient to verify that contact and related information is up to date and to identify “black out” dates when the Recipient contact will not be available to be interviewed or facilitate the reviews.
- **Determine the Review Date.** In consultation with other members of the Engagement Team and Recipient, we will identify a review date.
- **Preparatory Activities.** The Engagement Team will conduct preparatory activities such as an orientation and a mandated review of designated materials prior to the site visit.
- **Schedule and Conduct the first Virtual Pre-Review Meeting.** We will conduct a pre-review meeting to permit the Engagement Team to explain the review process, typically through a webinar accompanied by an informational packet, and permit Recipients to ask questions about the process. We will provide a site visit agenda as well and discuss review logistics.
- **Arrange Site Review Logistics.** We will arrange for site logistics such as hotel accommodations and transportation for Engagement Team members, and space for meetings and review activities.
- **Meet with the Engagement Team.** The evening before the first day of the site visit, the Engagement Team typically meets for dinner and a discussion of the week’s planned activities, roles and responsibilities, as well as any particular challenges the team might encounter.
- **Conduct the Site Visit.** The Engagement Team will meet with the Recipient official representatives in an entrance conference. Site visit activities will vary depending on multiple factors such as whether the visit is fiscal or programmatic in nature and the types of risk factors identified. Our team is adept in developing monitoring tools tailored to the nature of the visit. Monitoring visits may include interviews with management, staff members, and program participants; reviews of policies, processes, and procedures; observations of funded activities; sampling of procurement and payroll files; analysis of internal controls, and review of end-user files such as child and family files.
- **Collect Strengths and Areas in Need of Improvement.** Depending on Using Agency preferences, the Engagement Team can also collect effective and replicable practices, processes, and approaches that led to improved performance and successful program outcomes. Likewise, identifying areas of



challenge and in need of improvement equips policymakers and agencies alike with actionable information about the realities of the field that can fuel change, both on a micro level and systemically.

- **Conduct Exit Conference.** At the end of the on-site review, the Engagement Team will hold an exit conference with the Recipient to discuss tentative findings, including for any files for which documentation was insufficient or unavailable. The Review leader will summarize strengths and areas needing improvement, as well as next steps in the review process. Technical assistance will be provided as needed.
- **Complete and Disseminate the Final Report.** The Engagement Team will prepare a draft report that includes the written determination regarding the level of compliance. Our monitoring reports typically begin with an introduction that provides an overview of the background, purpose, scope, location, type, names of monitors, and date of the review. They contain contact and demographic information about the Recipient. They then contain findings according to each stream of funding. Each error or unallowable expense noted is identified with a description, an amount, a statutory or regulatory citation, a sample number, duration of the issue, and an explanation of what made the expense unallowable. Documentation supporting each finding will be preserved electronically and available for references purposes. Alternatively, it can be attached as appendices to each report.

#### F. Service Tasks by Category (3.1.1)

The Engagement Team will provide the following, as applicable according to the means and type of funds distribution, and as amended according to the Using Agency's preferences. All of our engagements are customized to the goals, objectives, and needs of our clients.

### CATEGORY 1 – PROGRAM AND PROCESS MANAGEMENT AUDITING (3.1.1.1)

#### a. Development of Processes, Controls and Technologies (3.1.1.1a)

**Compliance.** To ensure compliance with Federal and State guidance, including the OMB Circular, we will begin with a regulatory review and communicate that to relevant members of the Engagement Team. We have built an internal library of resources and training around the *Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, which was updated August 13 of this year. Our training explains the history of Uniform Guidance, its intent, the 2014 consolidation of multiple Circulars into one, and key provisions applicable to grants monitoring as well as a study of common findings by State Auditors and Inspector Generals in review of monitoring programs. Because our team currently monitors CARES Act funding for other entities, we have a legal framework already in place. Our team's accountants are deeply familiar with accounting standards that apply to audit and other methodologies. Please see sections containing Experience and Resumes as evidence.

**Processes.** We will examine and recommend improvements of processes to support execution of CARES Act federally funded programs. Examples of processes include those that address CARES Act fund distributions, including methods and means for communicating with User Agencies and Participants; formula and competitive processes; analyses of financial management systems and controls; reporting and internal control assessments; performance metrics design; participant demographic and other data collection strategies; data privacy, collection, and retention protections and practices; internal controls; fraud, waste, and abuse prevention, detection, and investigation systems; closeout processes; cash disbursement oversight processes; work force capacity systems; and other processes discussed elsewhere in our response. These are addressed in more detail in Section III.F.1.b and Section III.F.2.

**Controls.** Internal controls are addressed in Section III.D.3.e.

**Technologies.** For its internal grants monitoring software, the Vander Weele Group<sup>LLC</sup> has adopted a highly customizable low-code solution. Initially accomplished through Kintone, we are now moving to Caspio. Both operate on Amazon Secure Web Servers, federally approved as secure solutions. Increasingly being adopted by government agencies, low-code solutions have emerged as more efficient, more effective, and less expensive platforms for developing applications because traditional coding is used minimally or not at all. Instead, tools are built through drop-and-drag technologies that permit program managers with minimal information technology skills to reword, rearrange, or revise key aspects of the solution. Tasks such as changing a citation for a requirement, inserting new standards, using drop-down boxes for common types of findings or inserting a new monitor name can take minutes. Depending on the form's complexity, revising a tool's layout can take less than a day. Learning how to use add-ons that permit mapping data elements to a Word or PDF report, however, can take longer. But the effort is well worth it because the monitoring program benefits from the efficiency of software that permits instant data visualization while producing pre-formatted but custom-designed Microsoft Word or PDF reports. In creation of multiple Vander Weele Group<sup>LLC</sup> grants monitoring software solutions, our veteran-owned subcontractor InnoVet Labs has mastered this process. Our subcontractor, Wiss, commits substantial Research and Development resources each year to develop and improve its methodology to equip the Wiss engagement team with the latest technology possible. For example, its methodology employs proprietary software and its workpapers are fully networked and encrypted. This allows multi-location engagement teams to collaborate in real-time while maintaining our team's high standards of security and confidentiality of your data.

**b. Procedures Addressing Financial Management (3.1.1.1b)**

Among Recovery Funds subrecipients, we anticipate that the sophistication of financial management systems will vary widely, depending on the size and level of the organization. Some may adopt a highly secure and sophisticated Oracle financial system; others may use common software such as QuickBooks. In our kickoff meeting, we will inquire in-depth about the types of financial management systems used by Recipients and build monitoring and audit

protocols from there. After obtaining documents as described in Section III.E.1.5 and requesting access to financial systems, the Engagement Team will test whether accounting systems conform to requirements of 2 CFR § 200.302 *Financial Management* and whether they:

- Provide for the clear identification of all Federal awards, state awards and local funds received or expended.
- Enable the preparation of reports required by general and program-specific terms and conditions of the Grantee's awards.
- Allow the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal or State award.
- Require each Federal award, State award, and matching fund revenues and expenditures to be accounted for, recorded, and tracked separately by funding source.
- Include classification of expenditures (e.g., personnel, commodities, equipment).
- Permit summaries and reporting of grant revenue and expenditures by specific accounts, programs, and projects.
- Ensure that funds are not inappropriately co-mingled.
- Prorate expenditures, such as salaries (supported by time and effort documentation), travel, etc., to ensure they are divided correctly between two or more accounts and that the basis of such division can be substantiated as reasonable and equitable.

Our teams draw upon extensive methodologies to test financial management systems and these will be tailored to each assignment.

**c. Workload Analyses (3.1.1.1c)**

A common challenge for organizations receiving a sudden and large influx of funds is the ability to spend the money in a timely and effective manner. Employees and systems are strained by the influx of funds with new rules governing them. Attitudes, workloads, recruitment, and many systems must change quickly. At the heart of meeting these challenges is management effectiveness—management's ability to strategize, structure the workload, delegate, and hold accountable those tapped to execute. Recruitment of highly qualified and adequate numbers of personnel coupled with a systemic organization of tasks and follow up to measure completion is critical. Ensuring systems for chronicling goals and objectives, for communicating them, and for weekly checkups on execution is also critical. Building positive cultures through role modeling integrity at the top, strong and frequent communication, efficient scheduling systems, competitive wages and benefits, clear roles and responsibilities, and career ladders are important parts of the plan. The Leader must wisely discern what must be accomplished in a given period and what can wait, thus preventing employee fatigue and overload that drains morale. The Leader must have strong project managers who ensure that poorly performing employees are remediated or moved out. A key challenge to organizational

effectiveness under these conditions is that the Leader is “fighting fires” without time to enhance the operational infrastructure required to support change. If privileged to serve the State of New Jersey, our Engagement Team will provide a game plan for dealing with these and other organizational challenges. With organizational goals and objectives as the foundation, followed by assigned roles and responsibilities, we will analyze the distribution of workloads, document the skills needed for each function and position, and recommend workforce recruiting strategies to fill the gaps.

**d. Account Reconciliations (3.1.1.1d)**

Our subcontractor, Wiss, has a specialized practice that provides bookkeeping and reconciliation services to entities in need of those services. In one example, Wiss recently assisted a New Jersey governmental entity in preparing its CARES Act application request to the applicable County and performed the reconciliation services to ensure the amount submitted on the application for reimbursement under the CARES Act was in agreement with the entity’s underlying records and documentation.

The process for reconciliations begins with retrieving the source document, such as a bank statement or an export of data from a bank account. The next step is to obtain access to the accounting systems, specifically the general ledger. The final piece of data required is the last account reconciliation, so there is a clear starting point and a listing of uncleared items or reconciling items.

Each transaction in the accounting system will be matched to a bank transaction. Any unreconciled items will be listed on the reconciliation and investigated depending on the nature of the transaction. If an item is flagged due to a timing difference, it will remain on the reconciliation log and reviewed the next month to be sure it clears. Depending on the circumstances, systems, and information available, the reconciliation process will be modified. All reconciliations will have a preparer and a reviewer and findings will be provided to management.

**e. Quality Assurance Reviews and Assessments (3.1.1.1e)**

Once we access information about the Recipient to be reviewed and the type of award, we will develop a matrix to match standards with the appropriate Federal or State citation. Sample tests of the payment process are as follows. We will test whether payments reported by the grantee are supported by adequate evidence of the delivery of goods or performance of services. We will examine whether the Recipient has an approved procurement policy, whether the procurement policy addresses dollar thresholds that dictate the type of procurement to be used; whether the procurement policy includes conflict of interest language or language pertaining to the acquisition of unnecessary or duplicative items, to the contractor’s ability to perform successfully, and/or to the school maintaining sufficient records documenting the history of procurement. Depending on the nature of the review, we will ask whether requisitions are approved by management prior to procurement, whether there are proper segregation of duties; whether employees were assigned duties that

were allowable under the grant; whether there is documentation of effort maintained; whether funds are being spent in a timely manner, and whether there are detailed purchase orders, copies of invoices, packing slips and other documentation to support non-personnel-related expenditures.

**f. Risk Analyses (3.1.1.1f)**

Our team will focus on identifying areas in which the greatest amount of risk exists for internal control failure or non-compliance with the federal grant program being monitored. Our consideration of risk will be affected by our preliminary understanding of the State's internal control environment, the pervasiveness of management's ability to override the internal control system, the degree of centralization of processing transactions and maintaining records, the frequency and effectiveness of monitoring activities performed by the State, and our review of projects performed by other independent consultants.

Indicators of risk include risks arising from external sources that could affect the State such as: economic conditions, budgeting constraints, political conditions, regulatory changes, and unreliable information.

Additionally, risks can also arise from internal sources or changes occurring within the State, including financial problems that could lead to the diversion of grant funds, loss of essential personnel, loss of licenses or accreditation to operate a program, rapid growth, new activities or services, and organizational restructuring.

Through this phase of the engagement, we will determine which areas within the State's internal control structure are most at risk for internal control failure or risk of non-compliance with the federal grant program being monitored. The risk of misuse of funds through fraud, waste or abuse will be greater in the areas in which controls are not operating effectively. Please see Section III.E.1 for more information.

**g. Reconciliation Backlog (3.1.1.1g)**

As noted, Wiss has a specialized practice designed that provides bookkeeping and reconciliation services to entities in need of those services. Wiss will lead the consulting services team to reduce the reconciliation backlog for the Request for Reimbursements process. In addition, Vander Wee Group<sup>LLC</sup> accountants are available to assist. Please see Section III.F.1.d for more information.

**h. Subject Matter Expertise. (3.1.1.1h)**

Highly compliance-oriented, our experts collectively have decades of experience in applying monitoring and financial standards to federal programs. Although the CARES Act is new, it mirrors similar disaster recovery legislation monitored by our team. Furthermore, our team has already undertaken CARES Act oversight. Our professionals know applicable laws and regulations including, but not limited to, applicable sections of:

- *Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards,*

- *Robert T. Stafford Disaster Relief and Emergency Assistance Act*).
- GAO (Government Accountability Office) and GAGAS (Generally Accepted Government Auditing Standards or “Yellow Book” standards),
- CFDA (Catalog of Federal Domestic Assistance),
- 97.036 Public Assistance Grants,
- 44 CFR (Code of Federal Regulations) Title 42 Public Health and Welfare,
- Relevant statutes governing education, human services, disaster, public assistance programs and more.

For detailed information about the subject matter expertise of our team, please see Section III: Organizational Support and Experience.

## CATEGORY 2 – FINANCIAL AUDITING AND GRANT MANAGEMENT

### a. Finance and Administrative Procedures and Functions (3.1.1.2a)

Our team will map finance and administrative functions according to their placement in the funding life cycle and the level of supervisory oversight.

Grant management and financial management systems, particularly as they relate to technology, opportunities for automation, workloads, policies, and process, are two logical areas of focus. Examples of functions that can be examined, depending on their relevance to the Recovery Funds, include:

- Budget Setup, Maintenance, and Reporting.
- Cash Flow Forecasting.
- Revenue Processing and Reporting.
- Fund Allocation and Control.
- Income Receipt, Banking and Investments.
- Credit Card and Bank Account Management and Security.
- Payroll.
- Procurement, including Document Retention and File Checklists.
- Asset Management.
- Accounting, General Ledger Postings and Account Reconciliations.
- Financial Statement Preparation.
- Internal Control and Compliance Reviews.

For each function, we will develop or recommend modifications of policies, procedures, and systems according to organizational needs and objectives as well as applicable government regulations. Standard operating policies and procedures are an important means of communicating the organization’s philosophy and expectations in a consistent and comprehensive manner. They provide training tools and systemize practices. They are the foundation of a strong management infrastructure. Standard operating policies and procedures also demonstrate that an organization has exercised due care and, therefore, help reduce liability concerns should an incident occur.



**b. Grant Management and Fiscal Management (3.1.1.2b)**

In each Engagement Kickoff Meeting, we will seek to ascertain in more detail the types of funding (CARES Act and other Recovery Funds) and confirm the means of distribution to Recipients, whether formula driven or competitive. As we have noted, compliance begins with a deep knowledge of the program regulations and these will be aggregated and distributed to Engagement Team members during the phase identifying governing authorities. Other sections of our response detail aspects of the grant and fiscal management process. However, one component of the grants management cycle—competitive grant solicitations—has not been previously addressed. In a competitive process, funds are typically issued through a Notice of Funding Opportunity (“NOFO”), for which processes are tightly prescribed. This funding process ensures that required elements are on the NOFO; that the NOFO metrics are clearly defined and measurable; that the requirements are not overly restrictive to unfairly exclude certain applicants, and that grantors understand the protest and other aspects of the award process. Evaluators of the NOFO should apply the same criteria in evaluating applications and be trained on the criteria, including nuances. Scoring should be aggregated, preferably through an electronic tool with an audit trail for score changes on large-scale programs. The rules for “adjudicating” widely disparate scores of the same application should be clearly spelled out for the evaluation team. Other aspects of the grant cycle include contract execution, program execution, program self-assessments (if applicable); project reporting; monitoring; and grant closeouts. Our team is experienced in this complex process.

**c. Tools (3.1.1.2c)**

Our team has developed multiple grants monitoring tools and collected tools for various programs from around the country. Our founder, Maribeth Vander Weele, was asked to review and provide input on approximately 90 Subrecipient Monitoring Tool standards developed by the Association of Government Accountants. At the Vander Weele Group<sup>LLC</sup>, we apply the following principles when developing monitoring tools:

- The tool should follow a clearly defined structure: e.g. functional, sequential, numerical.
- The tool should segregate systems analysis from expenditure analysis and/or file reviews.
- Depending on the goals and objectives of the review, possible categories include, but are not limited to, Audit Requirements, Internal Controls, Cash Receipts, Procurement, Grants Budgeting and Accounting, Personnel Expenses/Timekeeping, Indirect Costs, Property Management, Reconciliations, Subawards, and so forth. Monitoring would address systems and actual payments recorded in those systems separately.
- Terminology, process, and sampling are determined by the Client i.e. the Using Agency. For example, reviewers can be called *Monitors*, *Assessors*, *Evaluators*, or *Reviewers*. Tools can also be called *instruments*. Standards can be called *requirements* or *indicators*. Recipients can be called *grantees*

or *subrecipients*. Our grants monitoring software and procedure manuals can be easily modified to make these changes.

- Requirements should be measurable to promote Inter-Rater reliability, thus promoting consistent and accurate interpretations of similar fact sets across the program.
- Compliance tests (as opposed to best practices) should be grounded in statutory, regulatory, policy or contractual requirements. Accordingly, each measured standard should contain a citation, a requirement, a finding (if applicable), a recommendation, and a Corrective Action Plan, along with a companion guide and rubric for monitors identifying evidence associated with each standard. These fields can be modified according to Using Agency preferences.
- As stated, to reduce burden on the Recipient, the tool should measure the most meaningful requirements and omit those that have minimal or no impact on the outcome or integrity of the program. This principle is based on the philosophy that what is measured drives performance and that monitoring should further the goal of strong program performance by measuring what is meaningful and reducing distractions from what is not.
- Evidence should be carefully preserved and documented for each finding of non-compliance.
- For findings, numerical ratings are preferred, as they better lend themselves to data aggregation and “heat maps” identifying what standards are most frequently compromised, in what regions, for what types of grants, and so forth. Qualitative analyses have a role and can be added to the numerical ratings, particularly for programmatic reviews.
- For the sake of clarity, requirements generally should be single-item tests.
- Although rare, some programs combine multi-disciplinary teams of fiscal and programmatic monitors in a single review. This approach minimizes burden on the Recipient and permits collaboration and cross-training between the fiscal and programmatic sides of the house.
- Gauging of best practices, if included, should not result in findings but should be considered a valuable part of technical assistance or training.
- Ideally, monitoring tools should be automated to permit a) review assignments, scheduling, and status b) review data collection and reporting and c) visualization of data including review status as well as aggregation of report findings.

**d. Monitoring of Business Office Functions (3.1.1.2d)**

As requested, the Vander Weele Group<sup>LLC</sup> and its subcontractors will monitor grant management, accounting, budget management, and other business office functions. Our monitoring process is described in Section III.E-14. Our monitoring tools will be designed to test the selected functions. An incomplete list of sample questions, which will vary according to the role of the Reviewee, follows:

- If funds were distributed via a competitive process, did the grant application contain all the required elements?



- Did the NOFO contain or require clearly defined and measurable performance metrics?
- Were steps taken to ensure that requirements were not overly restrictive to unfairly exclude certain applicants?
- Were grant evaluators trained to ensure inter-evaluator reliability?
- Were there rules for “adjudicating” widely disparate scores?
- In large-scale programs, did the grant evaluation system have an audit trail to document changes in votes during the adjudication process?
- Were protest procedures explained?
- Are funds recipients trained in means to submit, as applicable, self-assessments of risks, quarterly reports, and other reports?
- Does the Recipients’ financial management system:
  - Contain an operating budget for each grant?
  - Have management review and approval prior to issuing budget amendments or incurring obligations or expenditures that deviate from the operating budget?
  - Contain a means to ensure that expenditures are consistent with the approved budget?
  - Provide for the clear identification of all Federal awards, state awards and local funds received or expended?
  - Require each Federal award, State award, and matching fund revenues and expenditures to be accounted for, recorded, and tracked separately by funding source to prevent inappropriate commingling?
  - Enable the preparation of reports required by general and program-specific terms and conditions of the Grantee’s awards?
  - Allow the tracing of funds to a level of expenditures adequate to establish that such funds have been used according to the Federal statutes, regulations, and the terms and conditions of the Federal or State award?
  - Include classification of expenditures (e.g., personnel, commodities, equipment)?
  - Permit summaries and reporting of grant revenue and expenditures by specific accounts, programs, budgets, and projects?
  - Prorate expenditures, such as salaries (supported by time and effort documentation), travel, etc., to ensure they are divided correctly between two or more accounts and that the basis of such division can be substantiated as reasonable and equitable?
- Does the subaward have an established policy for budget amendments?
- Is there a means to track Single Audits for subrecipients?
- Does the organization have written accounting policies and procedures to assure uniform practice in the following areas:
  - Procurement

- Contract Administration
  - Payroll
  - Timekeeping
  - Inventory
  - Vendor Payments
  - Federal Draws
  - Grants Budgeting and Accounting
  - Audit Resolution
  - Records Retention
- Are there written policies and procedures for documenting personnel expenses?
  - Are there internal controls that provide reasonable assurance that the charges are accurate, allowable, and properly allocated?
  - Are accounting records supported by source documentation such as canceled checks, paid bills, payrolls, contract, and subaward documents, etc.
  - Are payment vouchers identified by grant number? Expense classification? Funding source, and transaction date?
  - Are purchasing and payment functions separate?
  - Are there controls to preclude over-obligation? Duplicate payments? Inappropriate charges to grants?
  - Do the procedures for cash receipts and disbursements include appropriate safeguards?
  - Is the cash receipts function segregated from those responsible for signing checks, reconciling bank accounts, or maintaining non-cash accounting records?
  - Are bank statements independently reconciled at least monthly?
  - Are paid checks examined for date, name cancellation and endorsements at the time the reconciliation is prepared?
  - Are vouchers or supporting documents identified by grant, number date, and expense classification?
  - Are voided checks properly canceled and retained for future examination?
  - Are accounting staff trained on federal policies, procedures, and instructions governing the award?
  - Does the recipient have a monitoring program to review the performance of federally supported projects to determine whether progress is being made toward program objectives?

e. **Training (3.1.1.2e)**

**Curriculum.** If privileged to serve the State of New Jersey, our team will create and implement a curriculum for training in the detection and prevention of fraud, waste and abuse. The Vander Weele Group<sup>LLC</sup>-DLA-Wiss team draws on extensive experience in developing and instructing training programs. Examples of topics include the Oversight Continuum; Introduction to the Uniform Guidance; Introduction to the CARES Act; Common Fraud Schemes (in payroll, procurement, etc.); Investigative Interviewing; Investigative Report Writing; Using Data Analytics to Detect Fraud; Construction Services Auditing; Federal Acquisition Regulation Training; Yellow Book Training; GASB Update; New Hire Training on Accounting and Auditing Matters; Overview of the Single Audit Act and What it Means to Your Public Sector Organization; Internal Controls Related to Federal Grants and Internal Controls to Prevent Fraud; Fraud in Today's Public Sector Environment; Internal Controls and Fraud Risks for Public School Systems; Internal Controls over Student Activity Funds and Enterprise Funds for Public School Systems; Best Practices for Internal Controls in the Business Office and Federal Grant Programs; GASB Update – Association for Government Accountants.

**Approach.** We defer to the User Agency's preferences, but the Vander Weele Group<sup>LLC</sup>'s typical process for developing training begins by identifying program goals and the responsibilities of the intended audience in achieving those goals. We design each module for its audience with a clear understanding of its role, authority, level of knowledge, and the content appropriate to that role. To communicate complex topics, we ensure that material is properly sequenced. Often after a relevant anecdote to capture the audience's attention, we begin by providing an overview of program goals and vision, key terms and acronyms, program history, a summary of program components, deliverables, timelines, challenges, and successes. After a program framework is established and communicated, legal, regulatory, and policy standards are addressed in detail.

Effective professional development uses case studies to relate important concepts and help the audience understand why the material is important. For example, when organizing a 300-plus participant conference for the Bureau of Indian Education on emergency planning, we used keynote speakers who had faced tragedies in their schools: a principal who evacuated her school through the thick smoke and debris of the fallen Twin Towers on 9/11 and administrators who survived mass shootings that claimed the lives of colleagues and students. This engaged the audience for the rest of the conference on what otherwise might be deemed remote information about school emergency plans.

While case studies engage the learner, statistics reinforce a point. Effective training employs both. According to research, graphics also expedite and increase comprehension, recollection, and retention. They help direct attention to information. Presentations should adopt elements of effective design that engage the reader with the tasteful use of design principles that direct the eye of the reader. These principles address composition and focal points, eye path/visual hierarchy, balance, color, movement, white space, type styling, grids and alignment, contrast, pattern, repetition, and structure. Finally, good training is interactive and captures the audience's attention with a quick

quiz, a brain teaser, or a brief group discussion. The Pandemic has proven the adeptness of tools such as Zoom in segregating the audience into small groups for short discussions.

We will provide additional refresher, specialized, or ongoing training, as needed. The training may be in person or virtual and training records will be maintained. Based on feedback from the Using Agency, we will refine and modify the training curriculum as needed.

**f. Reporting (3.1.1.2f)**

As detailed in other sections of our response, our team has a long history of providing a wide variety of financial, accounting, auditing, monitoring, and operational reports that comply with applicable Federal and State accounting and financial reporting requirements. Our subcontractor, Wiss, is a leading regional accounting firm that has served the New Jersey/New York metropolitan area since its inception in 1969. Wiss is known by the State and its various counties and municipalities who it has served for 40 years in a variety of engagements. It is intimately familiar with government accounting standards and is able to provide appropriate financial reports.

Our subcontracting team has extensive experience with developing Monthly Financial Operating Reports (MFOR) as related to disaster recovery funds. If privileged to serve the State of New Jersey, we will provide these as amended from our team's work with projects funded through the Federal Emergency Management Agency (FEMA) to fit the project deliverables. These reports presented and tracked financial information such as:

- Comprehensive and detailed expenses by each municipal department.
- Reimbursements submitted and approved.
- Financial and operations management summaries.
- Detailed cash flow and daily cash balances.
- Professional and administrative expenses.
- Project Worksheet data including each project's expenses incurred broken-down into the eligible categories. For FEMA, these included Force Account Labor, Force Account Equipment, Materials, Rented Equipment, Contracts, as well as the status of funds requested, funds obligated, and bank deposit of funds, once received, for each project.

The MFOR also provided complex and critical financial details about the costs and related FEMA reimbursements of the evacuee Interim Housing Program. Our subcontracting team provided:

- Quarterly Reports to FEMA and OEM – Completion and submission of Quarterly Project Review reports to the OEM (Office of Emergency Management) detailing information and status of all uncompleted "large" Project Worksheets.
- Daily Flash Reports provided to Finance Department management with the daily status of important metrics during the startup period following each disaster.

- Weekly Financial Reports prepared by personnel during the few months following each disaster. These reports were replaced by the MFOR reports containing a vastly expanded presentation of disaster financial and planning information.
- Assistance with the design and development of the weekly Burn Report advising management of the amount being spent on disaster-related activities by the department as well as by expense category. Incorporated were weekly financial forecasts and reports.

### CATEGORY 3 – INTEGRITY MONITORING/ANTI-FRAUD

#### a. Forensic Accounting and Specialty Accounting (3.1.1.3a)

##### i. Forensic Audits

The Vander Weele Group<sup>LLC</sup>, DLA and Wiss teams have performed numerous forensic audits for public sector organizations, unions, and both private and publicly-traded companies. Some examples of our past forensic audit experience of the DLA-Wiss team, with client names concealed to preserve confidentiality, are:

- Large Developer in NYC – Audit of more than \$1,000,000 in General Conditions of General Contractor on high profile project.
- Large Developer/Property Manager in NYC - Forensic review of procurement processes and an investigation into an allegation of bid-rigging.
- International Roofing System Manufacturer - Internal Investigation/Audit regarding alleged embezzlement by two staff in financial department.
- New Jersey School District – More than \$5,000,000 of transactions investigated, estimated fraud of \$2,000,000. The investigation was in response to allegations by outside consultant that rampant fraud was occurring in the district's food service department.
- New Jersey School District – \$200,000 of transactions investigated, estimated fraud of \$20,000. Alleged violation of district purchasing policies. Reviewed supporting documentation for bids and quotes.
- Allied Healthcare Services – \$120,000,000 of transactions investigated, estimated fraud of \$70,000,000. Ponzi scheme committed by owner. Funds were circled through various shell entities to hide the diversion of loans from the financial institution.
- Strategic Technologies – Amount of transactions being investigated is undetermined at this point, but the estimated fraud is \$85,000,000. Ponzi scheme. Proceeds were used to make luxury, high-profile acquisition. Case is in bankruptcy court. Wiss acted as trustee for the estate and provided accounting services.
- New York City Financial Institution – More than \$60,000,000 of transactions being investigated, estimated fraud is over \$21,000,000.

Traced transactions from the inception of the loan to determine the destination of the diverted loan proceeds.

- Large Privately Held Distributor of Dairy Products – More than \$5,000,000 of transactions being investigated, estimated fraud of \$1,300,000. Collusion between management and the auditors to inflate profits and inventory.
- Music Industry Entity - Amount of transactions being investigated is undetermined at this point, but the estimated fraud is \$1,300,000. Investigation and quantification of an employee embezzlement scheme. Procedures included interviews of employees and a review of books and records.
- Dow v. Eisenstark et.al. – Court-appointed as receiver. Amount of transactions being investigated is undetermined at this point, but the estimated fraud is \$750,000. Diversion of client funds for personal use.
- ATM Provider – More than \$5,000,000 of transactions being investigated, estimated fraud of \$250,000. Diversion of ATM cash inventory.
- Large Regional Oil Distributor – More than \$1,000,000 of transactions being investigated, estimated fraud of \$500,000. Diversion of funds by General Manager.

The DLA/Wiss team of experts routinely provide legal testimony and consistently deliver credible arbitration, deposition, and trial testimony. Experienced and comfortable in a court of law, our team is able to express an independent, professional opinion in a manner that is unambiguous, accurate and respectful.

In its 17-year history, the Vander Weele Group<sup>LLC</sup> has provided multiple confidential forensic audits in the manufacturing, insurance, and other industries. Our detailed work is informed by decades of experience in understanding and investigating fraud schemes and the financial underpinnings of them.

## ii. Specialty Accounting – Data Analytics to Detect Fraud

The Vander Weele Group<sup>LLC</sup> is able to assist in detecting improper payments through a turn-key process that identifies and investigates suspicious transactions using an array of analyses, examples of which follow. These analyses could be applied to the expenditures of a large grantee with known integrity challenges that is too large to debar. They could also be incorporated into fraud detection training for Recipients. A third application could be used to investigate a specific Recipient function in which allegations of a breach have occurred.

- **Employee/Vendor Relationships.** To ensure that employees are not receiving funds also as vendors, we compare, as available and within appropriate privacy restrictions, the addresses, bank routing numbers, Social Security/TIN numbers, and/or office, cell, and fax

phone numbers of employees/independent contractors/temporary employee with those of vendors.

- **Employee Family Member/Vendor Relationships.** If the data is available electronically, we compare the names, addresses, phone numbers, and Social Security numbers of beneficiaries and emergency contacts listed on employee files with those of vendors or recipients of P-Card purchases.
- **Suspect Deliveries.** If “deliver to” addresses for deliveries are kept in electronic form, we can compare “deliver to” addresses and phone numbers with those of employees and their relatives.
- **Fictitious Social Security Numbers.** We can match the Social Security numbers of employees, temporary workers, and independent contractors against lists of valid Social Security numbers. We can also look for instances in which multiple Social Security numbers are used for the same employee or multiple employees share the same Social Security number.
- **Duplicate Tax Identification Numbers.** We can look for instances in which the same tax identification number is used for more than one vendor.
- **Incomplete Vendors’ Listings.** Depending on how the information is presented, we can look for payments to vendors with incomplete information such as no telephone number or street address. This missing information might suggest dummy vendors.
- **Analysis of Supplier Spend File.** We can analyze the Supplier Spend file for the past three years. We can produce a profile of the Department spending, identifying who the largest suppliers are, where they are located, what product is produced in the greatest quantities, vendors with the greatest percentages of increased volume, vendors with the greatest number and percentage of invoices with rounded dollar amounts, and other statistics and trends. Possible other analyses include:
  - Applying Benford’s Law, which states that in large lists of numbers, the leading digit is 1 almost one third of the time. Larger numbers — 2, 3, 4, etc. — appear as the leading digit less often as they grow larger. The law holds that the Number 9 has the least chance (4.6 percent) to appear in the first slot and is used to find fraud in large groups of numbers. Benford’s Law has been used to uncover many fraud schemes.
  - If a facility does not normally issue checks on weekends, identifying payments made on weekends.
  - Matching the Accounts Payable file with the Purchase Order file to identify discrepancies.
  - Identifying vendors over a certain dollar volume of business with a rapid increase in the number of invoices from one month to the next.



- Identifying vendors with similar names, suggesting diversion of product to a phony vendor.
- Identifying vendors with inconsistently numbered invoices e.g., six digit and four digit invoice numbering systems for the same vendor.
- **Payroll.** We can conduct analyses of payroll expenditures to look for duplicate checks and employees being paid for inordinate amounts of overtime. We can compare payments against the names of employees who have retired, been terminated, or resigned. We can look for duplicates between individuals being paid as both employees and as independent contractors. We can identify departments with the highest rates of absenteeism. We can compare the payroll list against the list of approved employees. We can identify employees who claim no health benefits or deductions to identify possible ghost employees.

**b. Risk Assessments and Loss Prevention Strategies (3.1.1.3b)**

Risk assessment methodology varies based on the goals and objectives of the analysis as well as the governing authorities. Risk assessments for monitoring are different than for auditing, for example. While there will be overlap, fraud and security/loss prevention risk assessments focus on types of schemes, threats, and incidents. The standard risk assessment process is to a) define the assets at risk b) define the risks or threats to those assets c) define the likelihood of such a threat occurring and d) mitigate the list.

Assets include people and property, whether physical, intellectual, or reputational. Identifying threats to those assets entails examining past incidents as reported in incident-tracking databases, complaint hotlines, litigation, and Inspector General, audit, media, monitoring, and even police reports, as well as applying the factors contained in Section III.E-1. Risks can be identified also by examining industry data, studies, and reports of common schemes attacking specific industries. Common schemes and threats include:

- Cost overruns.
- Prevailing wage violations.
- Unallowable costs.
- Fictitious vendors.
- Fictitious workers.
- Billing for work not performed – real people.
- Duplicate invoices.
- Minimum wage violations.
- MBE/WBE fraud.
- Diversion of product/equipment/scrap purchased with taxpayer dollars to the black market.
- Procurement fraud such as bribery and fictitious vendors
- Conflicts of interests.

Depending on the definition of loss prevention and the preferences of the State, emergency incidents—whether man-made or natural—may also be considered threats. These range from terrorist attacks to active shooters to power outages.



Calculating the likelihood of a risk, an imprecise process, can be achieved through data and document reviews as well as interviewing key stakeholders about their perception of risk.

Finally, comes the mitigation process. If a warehouse containing grant-funded equipment has repeatedly been burglarized, for example, mitigation strategies might include installing alarm, lighting, and camera systems; installing steel doors; covering windows with bars; erecting a fence, and hiring a security company.

**c. Performance and Program Monitoring (3.1.1.3c)**

A key differentiator of the Vander Weele Group<sup>LLC</sup> is our commitment to hiring multi-disciplinary teams that include practitioners as well as accountants with federal grant expertise. When a monitoring program entails programmatic monitoring of schools, we hire educators and school administrators to conduct the reviews. For our monitoring of day care centers and home visiting programs for children younger than age 3, we hire former day care and program administrators. For our monitoring of Early Intervention programs, we engage multiple monitors not only with Human and Social Services backgrounds but with children who graduated from the programs. Multiple monitors are certified in the home visiting and day care center observation protocols that are specific to the industry. When appropriate, we collaborate with PhD level evaluators who provide important statistical and research evaluation methods. Collectively, the Vander Weele Group<sup>LLC</sup> team of monitors provide more than 140 years of experience in the fields of education, social services, and human services. Our team has extensive experience also in finance, criminal justice, and construction. Our subcontractors widen the pool of subject matter expertise considerably.

As previously stated, methodologies to evaluate project performance vary widely depending on the program and preferences of the Using Agency. Some agencies evaluate performance by tracking recipient self-assessments provided in federally mandated performance reports, which include performance metrics and measurable progress against those metrics. Others require qualitative analyses based on program observations and focus groups, not only with recipient personnel but with end users. Our team would be honored to discuss your preferred approach to this important discipline.

**d. Prevention, Detection and Investigation of Fraud (3.1.1.3d)**

At the Vander Weele Group<sup>LLC</sup>, our objective, accurate, and meticulous fact-finding improves programs and curtails losses from fraud, theft, waste, and inefficiencies – and, when warranted, from unfounded allegations. Drawing on multiple disciplines and providing a continuum of services as described in Section III-D, we collect ground-level information that fuels strategies to improve organizational effectiveness, strengthen compliance, and reduce unnecessary external scrutiny that can disrupt the organizational mission of our clients. We do more than find facts. We close the gaps. We provide technical assistance and strengthen management systems to promote integrity, efficiency, and sound programming in multiple sectors.

For cases of suspected fraudulent activity, we use our expertise to uncover potential irregularities and quantify any resultant damages. We also stress the importance of internal controls in the prevention of fraud. Our trained professionals are able to assist in the review, development, and implementation of policies and procedures to minimize the potential for improper conduct. Our expertise includes:

- Post-Disaster-related fraud.
- Program fraud.
- Procurement fraud.
- Payroll fraud.
- Substitution of materials.
- Breach of contract.
- Malpractice and negligence.
- Insurance claims.
- Fraud or embezzlement.
- White-collar crimes.

In building investigative programs, we will build upon our existing investigative systems such as case intake processes, case-tracking systems, work procedures, training manuals, case reporting and case closing procedures, criminal referral procedures, standards of investigator professionalism, standards for confidentiality, surveillance logs, cyber-security procedures, case-screening mechanisms, travel and logistics protocols, evidence documentation, report templates, interview reports and more.

Our team of subcontractors also draws on decades of experience in developing integrity programs. Examples of services provided by DLA and mentioned elsewhere in this section include:

- **Code of Business Ethics.** Upon request, DLA will assist in the development and implementation of a Business Code of Conduct and an Anti-Bribery and Corruption Policy. The monitor will also develop a plan to ensure that the Code and Policy are being communicated to contractors and vendors that do business with the Monitored Entity and that those companies acknowledge receipt via a certification.
- **Reporting Hotline.** If requested to do so, and particularly for large recipients with integrity challenges, we can assist in establishing an independent Ethics Hotline so that all employees, vendors, partners and various other stakeholders may anonymously report via email, a telephone call, or through an internet portal, any integrity concerns or raise any issues, free of discrimination, retaliation or harassment, pertaining to: (i) accounting, auditing and any other financial reporting irregularities, (ii) unethical business conduct (including, without limitation, safety, environment, conflicts of interest, theft and fraud), or (iii) violations of law. Reports to the Ethics Hotline will be reviewed by the monitor and disclosed to the Monitored Entity in order to commence appropriate investigations in compliance with the law or as the Monitored

Entity and counsel otherwise deems necessary.

**e. Compliance Systems and Controls (3.1.1.3e)**

The DLA team will assist in the implementation and management of appropriate compliance systems and controls required by State and Federal governing guidelines, regulations, and law. The DLA team has a deep understanding of the regulatory and statutory frameworks relating to federal funding sources, including, but not limited to, FEMA, HUD, SBA, Treasury and FTA; and the ability to provide comprehensive services in compliance with all applicable federal, state, and local laws, ordinances, and regulations as they pertain to the successful administration of disaster recovery related programs. The DLA Team has provided both operational support and oversight and monitoring services for disaster recovery programs as described in detail in the Experience section of this proposal. More information about Internal Controls is contained in Section III.E-3.

**f. Data Management Systems (3.1.1.3f)**

The DLA team will provide data management systems/programs for the purpose of collecting, conducting, and reporting required compliance and anti-fraud analytics. Our subcontracting team has extensive experience with developing Monthly Financial Operating Reports (MFOR) as related to disaster recovery funds. If privileged to serve the State of New Jersey, we will provide these as amended from The DLA team's work with projects funded through the Federal Emergency Management Agency (FEMA) to fit the project deliverables. These reports presented and tracked financial information such as:

- Comprehensive and detailed expenses by each municipal department.
- Reimbursements submitted and approved.
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months following each disaster. These reports were replaced by the MFOR reports containing a vastly expanded presentation of disaster financial and planning information.

Our subcontracting team assisted with the design and development of the weekly Burn Report advising management of the amount being spent on disaster-related activities by the department as well as by expense category. Incorporated were weekly financial forecasts and reports.

**g. Construction Audit (3.113-no letter)**

The Vander Weele Group<sup>LLC</sup>-DLA-Wiss team will offer integrity monitoring services for professional specialties such as engineering and structural integrity services, etc. either directly or through a subcontractor relationship. The DLA team includes specialty contractors for needs that might arise in other areas, for example in construction audits, health and safety compliance, environmental compliance, etc.

Construction projects are major opportunities, but the risks are significant, too, especially during a disaster response when agreements have to be reached rapidly to ensure that major repairs are made in a timely manner. In such times when large sums of public funds are being appropriated and expended, financial and management controls are often lacking. Partnering with experts to help plan and manage the project's financial aspects can make the difference between extensive cost overruns and delays and projects delivered on time and within budget. DLA's professionals have helped hundreds of organizations assess, design, and manage financial controls for construction and capital projects and programs.

While capital construction projects are not generally eligible for CARES Act Funds, there are situations where construction is eligible, for example, the establishment of testing facilities and temporary housing for the homeless. In these circumstances, The DLA team has the capability and capacity to perform audits of the construction services provided.

DLA's Construction Audit Services contain the following:

**Pre-Award Services.** These are offered during the planning stage of a project or program before a formal construction agreement is executed between the Client and the Contractor.

- Work with the appropriate governmental department's project team to ensure contracts under negotiation include a right-to-audit clause and cost containment provisions.
- Determine the risk inherent in the construction contract and that all contract documents are consistent and complementary.
- Quickly evaluate the bid package and the firms selected to bid by the organization.
- Determine that the bids submitted by contractors are complete and evaluated fairly by the organization.
- Determine that the processes and controls used by the contractor(s) and

the organization are effective, efficient, and reflective of best practices.

- Develop a tailored work plan to guide the audit effort during the engagement.
- Provide recommendations for improving the organization department's control and management of the project or program through the construction contract and project management process.

**Contract Compliance Audit.** These are conducted during the construction phase once a formal construction agreement has been executed between the governmental entity and the Contractor and work has begun.

- Assess and monitor both the organization and contractors' internal controls for efficiency and effectiveness.
- Examine payment estimates from the contractor for accuracy and compliance with contract terms.
- Identify potential overcharges and provide supporting documentation and analysis that will allow the organization to seek recovery of any overcharges from the contractor.

**Project Close-Out Audit.** These are conducted at project completion when all physical work is complete and the Contractor has submitted all change orders and issued its final payment estimate to the organization.

- Verify final billing accuracy.
- Provide details of potential overcharges with supporting documentation to allow for the recovery of overcharges from the contractor.
- Determine that obligations to subcontractors and material suppliers have been satisfied and that all waivers of lien have been obtained by the contractor on behalf of the organization.
- Conclude that back charges and buy-outs were accomplished and valued fairly.
- Ascertain receipt of contracted deliverables.

### Benefits of Construction Audit Services

Construction audit services add value in five areas:

- **Cost avoidance.** The DLA team helps clients negotiate a favorable contract, identifying critical tasks for their internal team. DLA's involvement during the planning stage can result in more savings than if we perform a stand-alone, close-out audit.
- **Identifying and Managing Risks.** The DLA team can identify and prioritize risks, and provide recommendations for managing those risks.
- **Developing and Maintaining Financial Controls.** The DLA team establishes policies and procedures to monitor both the organization's and the contractor's controls.
- **Identifying Overcharges and Undercharges.** When DLA's services are not used during the planning stage, the team is typically able to identify overcharges of between one and two percent of the project cost.

- **Avoiding Litigation.** The DLA team helps avoid the time-consuming and costly litigation process, since well- managed and controlled projects result in fewer conflicts.

#### **h. Construction Integrity**

Owners can be victimized by construction racketeering and construction-related fraud, resulting in hundreds of millions of dollars in losses each year. DLA has demonstrated an extraordinary ability to root out construction fraud, develop remediation programs that recover losses, and set up secure programs to ensure that there are no further occurrences. No matter what the construction-related situation, DLA can implement practical solutions to a multitude of problems:

- Change-order fraud detection.
- Collusive bidding prevention.
- Prevailing wage investigations.
- Contractor screening.
- Labor racketeering investigations.
- Inflated-invoicing detection.
- Engineering audits.
- Integrity compliance programs.
- OSHA compliance programs.
- Product substitution identification.
- Quality Control review.

The DLA team, which will lead our Construction Integrity efforts, will conduct spot audits of the Monitored Entity and its subcontractors' project records and site visits to project sites and office locations to:

- ensure compliance with internal controls, prevailing wage and M/W/DBE requirements; to ensure payment of union benefits, and to confirm information from payroll reports;
- ensure that no payments are being made to labor officials for labor concessions; and
- ensure the Monitored Entity and its subcontracts/consultants perform in accordance with local, state, and federal laws, rules, and regulations as well as the terms of their contracts.

Some examples of activities that would be performed by the DLA team are:

- **Site Monitoring.** DLA can perform regularly scheduled site monitoring to compare construction daily schedules to actual work performed. Regularly scheduled site visits can also include attendance of periodic/ recurring construction progress meetings and the development of meeting minutes from meetings attended. For this service, the DLA group prepares daily site visit memos that might include head counts and classifications of manpower, descriptions of work observed, photos of progress, and potential discrepancies for follow up by the client or project personnel.

- **Spot Check Monitoring.** On a periodic basis dictated by client requests, DLA can perform spot check site visits to ascertain construction progress against contractor payment applications and the construction schedule in order to recommend payment. These site visits include spot check verifications of contractually owned materials and compliance with construction processes to ensure that the client is getting exactly what they paid for. For this service, the DLA group will prepare a memo that might include descriptions of work progress observed, photos of progress, and potential discrepancies for follow up by the client or project personnel.
- **Safety and Environmental Monitoring.** The DLA Team has extensive field experience on both the owner's side and the contractor's side for safety and environmental oversight. We have experience creating and auditing safety, health and environmental programs/plans for compliance with both contractual agreements and requirements of regulatory agencies. Field monitoring includes soil/waste manifests integrity checks including for lead/asbestos abatement work, BAT (Best Available Technology) audits, integrity checks of laboratory results and sampling procedures, auditing of all hot work-related activities, permits and certifications, spot checking safety personnel oversight, integrity review of safety certificates including all OSHA training, scaffold training, FDNY and other certificates of fitness, among countless other activities.
- **Payment Requisition Reviews.** The DLA team can perform a thorough review of payment requisitions to ensure that contractors and subcontractors are keeping honest with progress billings. Each payment request is carefully reviewed by the DLA team and compared to actual site observations of work in place in order to justify payment. As part of our services, we encourage our clients to grant us permission to attend payment "pencil requisition" walkthroughs to determine potential risks, including front-loading, unsupported billing, inadequate backup, use of unapproved/ contractually incorrect manpower, and other issues that might require careful oversight.
- **Change Order and Claim Reviews.** All too often, construction progress takes on a life of its own, and with that comes exposure to unwanted or unanticipated costs. The DLA team will review change orders to verify accuracy and appropriateness of labor, materials, equipment and overhead and provide feedback. This service also includes reviews of amended drawings, bulletins and other scope changes that might affect and/or reset a contract amount, project schedule or client budget.
- **Owner-Developed Budget and Schedule Reviews.** The DLA team can work directly with project ownership at the onset of a project to understand the baseline budget and anticipated construction schedule prior to bid of construction. Often times, without proper construction project management, client expectations for pricing and timing overlook and/or undercut real-world construction parameters. The team aims to identify any potential cost exposures, and reset expectations based on historical and actual construction criterium.



- **Closeout/ Punchlist Reviews.** Prior to project turnover, the DLA team can develop a project-specific closeout list to highlight contractually owed deliverables, including attic stock, manuals, lien waivers, closeout of open work permits, and other materials that often go overlooked. This service also includes consideration of potential credits for work scope that might not have been fulfilled, and review of open claims for suggestion of payment. We can also work directly with the Owner's Representative, Architect and/or Engineer of Record to ensure that their final punch list is completed and satisfactory prior to final payment.

## G. Contract Management (4.2.3)

The Vander Weele Group<sup>LLC</sup> team will maintain open and frequent communication with the State Contract Manager ("Using Agency") and Recovery Program Participant that has retained its services. Our processes, training, and directives will be to ensure that Recovery Program Participant is aware of any issues that can be addressed during the engagement. This will enable the Recovery Program Participant to correct any deficiencies before additional funds are spent. During our kickoff meeting, we will inquire about the best means to ensure that substantial deficiencies are reported in real time to the Governor's Disaster Recovery Office ("GDRO"), the State Comptroller and the State Treasurer.

For each individual engagement, we will submit draft written quarterly reports, utilizing the template provided, which are due on the last day of the quarter detailing the specific services provided during that quarter and any findings of waste, fraud, or abuse. Final quarterly reports, including comments from the Using Agency to the State Treasurer, will be submitted within the required timeframe. We will submit other reports and notifications as required by the Using Agency for each individual engagement.

We will provide to the Using Agency and State Contract Manager, all reports and documents that are requested, or necessary in our judgment, to document the services provided that pertain to any audits, compliance reviews, integrity monitoring, and fraud detection and oversight services. All documents and information gathered or created in any manner by our services in this contract will be retained in accordance with required State and Federal regulations.

We will maintain **all records** related to the services provided for a minimum of five years from the date of final payment and such records will be made available to the New Jersey Office of Comptroller for audit or review, upon request.

We will also attend in person or by telephone status meetings (including virtual meetings utilizing whatever media required by the Using Agency or State Contract Manager), held at the discretion of the Using Agency or State Contract Manager. However, we suggest that an open dialogue is kept between the Using Agency and State Contract Manager and the Bidder to ensure that expectations are being met, to report any critical information or events that cannot wait until the upcoming meetings or quarterly reports, to enable the team to have the ability to address any issues being encountered during the provision of services on a timelier basis.

More information about the quality control process is contained in Section III.E.3 and in Section II, where our general engagement processes are described.



# Vander Weele Group<sup>LLC</sup>

**Response to Request for Quotation:**  
Integrity Oversight Monitoring: Program and  
Performance Monitoring, Financial Monitoring and  
Grant Management and Anti-Fraud Monitoring for  
COVID-19 Recovery Funds and Programs  
**Section 3: Organizational Support  
and Experience**



December 18, 2020

# Organizational Support and Experience (4.2.4) and Resumes (4.2.5)

Vander Weele Group<sup>LLC</sup>



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## ORGANIZATIONAL SUPPORT AND EXPERIENCE (4.2.4)

The Vander Weele Group<sup>LLC</sup>, a Chicago-based, woman-owned and HUBZone firm, has conducted numerous large-scale fiscal and programmatic monitoring reviews, and performed countless investigations and related services since its founding in 2003. We offer fiscal monitoring, programmatic monitoring, and a full range of investigative services including gathering investigative intelligence, data analytics, forensic analysis, and analyzing and strengthening processes of internal control and fraud prevention. As such, we are well positioned to perform the services of this engagement, having performed many similar engagements over the years. Our firm is a mission-minded organization, passionate about providing meaningful oversight and support to programs serving vulnerable populations. As this pandemic places added strain on already vulnerable populations, the Vander Weele Group<sup>LLC</sup> would be pleased to ensure the programs in place to help are effective, efficient, and in compliance with all related regulations. The firm is headquartered in Chicago, where desk work will be performed, with additional offices in Springfield and South Holland, Illinois. We are also proposing to subcontract to Joseph A. DeLuca Advisory & Consulting Services (“DLA”) as well as Wiss & Company (“Wiss”).

**National Perspective Grounded in Extensive Experience.** The Vander Weele Group<sup>LLC</sup> has national experience in designing and executing monitoring programs, conducting comprehensive fiscal reviews, and performing investigations in both the public and private sectors across the country. We design turn-key grants monitoring programs, complete with customized grants monitoring tools and accompanying training manuals, compliance matrices, forms, site visit agendas, corrective action plans, survey tools, software, and scheduling protocols. We perform fiscal and programmatic reviews to monitor how grant funds are used. We provide technical assistance during onsite reviews and through conferences, website, and resource guides. To expand our national perspective on monitoring, we have created an internal library of monitoring tools from across the country.

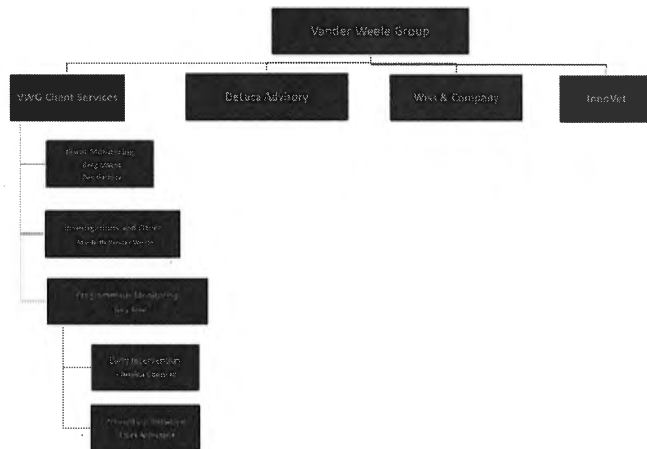
**Experts in Conducting Investigations.** Our firm has effectively and efficiently managed large-scale projects that involved gathering intelligence, conducting investigative interviews and site visits, collecting documents, analyzing millions of dollars worth of expenditures, reviewing thousands of records, preparing countless reports, and evaluating systems, practices, and procedures to determine their efficacy in preventing incidents of waste, fraud, and mismanagement. The Vander Weele Group<sup>LLC</sup> has extensive experience in providing investigation, forensic audit, due diligence, and digital forensic services, providing high quality deliverables on time in each endeavor, and saving our clients millions of dollars. Since our founding in 2003, our clients have included Fortune 500 companies, Federal and State agencies, law firms, and other organizations. Currently, our practice focuses on public sector work.

**Philosophy of Monitoring.** Vander Weele Group<sup>LLC</sup> Monitors ensure that compliance findings are grounded in statutory and policy standards and are supported by evidence, which is carefully preserved and documented for each finding of non-compliance. Except for rare and extreme situations, we adopt a non-punitive approach to monitoring. At the Vander Weele Group<sup>LLC</sup>, we believe that grants monitoring serves another purpose: it identifies gaps between a system’s plan as envisioned and how it is implemented. Grants monitoring provides critical information about front-line weaknesses that informs policy, training, and technical assistance to organizations. And that gives wings to a program’s strategic vision. Our process begins with traditional fiscal reviews, but our passion is making subrecipient grants monitoring programs meaningful and mission-based: focusing oversight on conditions that affect at-risk populations.

**Knowledgeable Personnel.** The Vander Weele Group<sup>LLC</sup> has a multi-disciplinary team with accounting, management, education, social services, and traditional investigative education and experience. We are able to mobilize quickly to recruit and train staff, having developed strong recruitment and onboarding practices. We are experienced in developing and managing large-scale investigative programs, using quality control initiatives such as customized software, data-driven management, strong recruitment practices, orientation programs, detailed work procedures, extensive training, and meticulous work reviews. The Vander Weele Group<sup>LLC</sup> has built an in-house training curriculum on monitoring topics, including the Uniform Guidance.

**Mature Infrastructure.** Supported by a mature technological, financial, building, and human resource infrastructure in three Illinois offices, we have the capacity to carry out the services requested in this RFQ in a timely and efficient manner. Our company uses the government contracting Enterprise Resource System software Unanet for timekeeping, project management, and accounting. Our accounting systems are managed by CAVU Advisors, a Washington, D.C. firm specializing in government contract accounting. The Vander Weele Group<sup>LLC</sup> employs a Windows-based environment using the Microsoft® Office 365 Suite of tools for staff in our three offices. Our network infrastructure runs on a Dell PowerEdge T430 Server, which delivers secure file sharing, centralized desktop policy management, secure high-speed Internet connectivity, and web solutions connecting employees and management. It is protected by SonicWall firewalls and anti-virus software. Updates are automatically deployed. The backbone of the network runs on Cisco router and switch technology. Data is backed up nightly through both Windows backup and CrashPlan Pro, a secure offsite data recovery system. In addition, our firm uses a variety of software packages, technology tools, and customized databases. We employ dual-monitor workstations throughout our organization. For more than a decade, we have engaged the same network technology vendor, Defacto Networks, which is responsible for the creation, maintenance, and termination of user accounts as well as access rights if an employee's job status changes. Our team employs a variety of tools including SmartSheets, the Adobe suite of products, Office 365, Ecco, and others. Laptops are connected through a highly encrypted VPN solution with automatic lockdowns should a laptop be lost or stolen.

Our organizational chart is as follows:





Key Personnel of our Engagement Team are listed below. This model of using a core team of highly trained individuals will provide efficiency and flexibility in scheduling, as well as consistency in interpretation and monitoring approach statewide. Administrative support will be provided by Vander Weele Group<sup>LLC</sup> administrative assistant Carmen Torres and other support personnel. If additional team member are required, the Vander Weele Group<sup>LLC</sup> will add, as necessary.

**Maribeth Vander Weele, CIG, CEO/Partner**

Maribeth will oversee project execution and contribute in communications and meetings. She will offer strategies to ensure client expectations are met and that the project plan is properly executed.

**Gregory Makris, Director of Fiscal Monitoring**

Gregory will provide expertise in conducting compliance testing programs, perform risk assessments for the selection process and grant reviews, direct and oversee the team that reviews and monitors grants, design and submit the monitoring plan to the State, assess grants budgeting, provide fiscal reports and working papers, and analyze and enhance financial monitoring procedures.

**Daniel Gaffney, CPA, Senior Accountant**

Daniel will lead fiscal reviews and conduct compliance testing for program engagement. He will advise on matters relating to accounting standards and risk assessments, as needed. Daniel provides experience in analyzing internal controls for effectiveness, measuring risk, and audit performance and review.

**Gary S. Reed, II, Direct of Early Childhood Monitoring**

Gary Reed has extensive experience building oversight for programs serving adults and children. He worked in Illinois Social Services for more than twelve years, beginning his career working with adults with disabilities, and for more than nine years, he worked in the Early Intervention Program (EIP). During his two years as Regional Manager, Gary transformed sectors of the EIP, creating a system of accountability that propelled his region from one of the worst performing to the top in the state. He has extensive knowledge of state and federal regulatory policies and procedures that govern the *2004 Individuals with Disabilities Education Act (IDEA)*. Gary has also served for seven years in the United States Air Force, conducting joint missions with Army and Air Force personnel, and was responsible for the care and maintenance of power generation and satellite communication equipment worth more than \$3,000,000. During his service he was awarded Outstanding Airman Award for going above the call of duty in support of U.S. Army counterparts.

**Artecia Foster, Monitor**

As a Monitor, accountant Artecia will assist the Engagement Team in fiscal oversight and reviews, contribute to the execution of the fiscal monitoring tools, support the collection and review of oversight data, and review/analyze grant budgets.

## RESUMES (4.2.5)

### MARIBETH VANDER WEELE

#### President of the Vander Weele Group<sup>LLC</sup>

Maribeth Vander Weele is President of the Vander Weele Group<sup>LLC</sup>, a Chicago firm that employs a powerful blend of expertise to promote integrity, efficiency, and sound programming in public and private institutions. The firm provides grants monitoring and investigative services.

Maribeth is a results-oriented professional known for her ability to drive strategic and tactical change in large organizations. A former award-winning journalist for the *Chicago Sun-Times*, she authored *Reclaiming Our Schools, the Struggle for Chicago School Reform*, which became the roadmap for reform of the nation's third largest school system. A key member of the system's 1995 turnaround team, she spearheaded multiple integrity initiatives, revamped the Internal Audit division, managed a team that created an innovative system-wide truancy program that returned thousands of children to school, and drove reforms such as mandatory summer school for children lagging behind their peers. In 1998, Chicago Mayor Richard Daley appointed Maribeth as Inspector General of Chicago Public Schools. Also in that year, she served as President of the Illinois Association of Inspectors General. In 2009, she served on an investigatory panel to address abuses in the University of Illinois admissions process. In 2012, she was appointed as the outsourced Inspector General of the Public Building Commission of Chicago, which manages hundreds of millions of dollars of public construction projects. Also that year, Cook County Board President Toni Preckwinkle appointed Maribeth to the Cook County Board of Ethics. Maribeth has been profiled in the *Wall Street Journal*, *Teacher Magazine*, and in the 1998 book, *Extraordinary Women Making a Difference*.

#### CAREER HIGHLIGHTS

##### VANDER WEELE GROUP<sup>LLC</sup>

2003 – Present

##### President

Maribeth is President of the Vander Weele Group<sup>LLC</sup>, a Chicago-based professional services firm that provides grants monitoring and investigative services. As President of the Vander Weele Group<sup>LLC</sup>, Maribeth:

- Developed, designed, and/or managed multiple nationwide and statewide grants monitoring programs.
- Spearheaded the development of company processes, procedures, and initiatives in human resources, finances, technology, regulatory compliance, facilities, and work procedures for individual client projects.
- Oversaw the development of grants management resource materials and libraries.
- Oversaw the recruitment of grants management professionals.
- Oversaw the development of multiple marketing and project-specific web sites.
- Managed investigative projects for Federal and corporate clients, domestically and abroad.

**CHICAGO PUBLIC SCHOOLS**

1995 – 2002

**Inspector General**

1998 – 2002

Maribeth served as the Inspector General for Chicago Public Schools, the nation's third-largest school system. As Inspector General, Maribeth:

- Oversaw a staff that investigated thousands of fraud, waste and misconduct in the operations and contracting of city schools.
- Restructured the agency to ensure that investigations were conducted according to the highest professional standards.
- Created and oversaw a construction integrity unit and a procurement fraud investigation unit, which instituted management reviews of key operational areas such as construction, food services, information technology, and janitorial services.

**Chief of Investigations**

1995 – 1998

In 1995, Maribeth joined the management team charged by Mayor Daley to turn around the city schools, acting as a key adviser to the Chief Executive Officer. On behalf of Chicago Public Schools, as Chief of Investigations, Maribeth:

- Spearheaded system-wide policy and management reforms to restore integrity, promote accountability, and improve the quality of public education.
- Created a team that investigated employee integrity issues, with a special emphasis on allegations of physical and sexual abuse of children.
- Oversaw the Internal Audit Unit, which conducted significant financial and management reviews.
- Oversaw a \$3 million Safe Schools grant.
- Launched and oversaw a Truancy Hotline, employing off-duty police officers to return thousands of children to schools.

**AUTHOR**

1995

**Reclaiming Our Schools**

*Reclaiming Our Schools, the Struggle for Chicago School Reform*, based on Maribeth's reporting for the *Chicago Sun-Times*, became the roadmap for the nationally acclaimed reform of the system. The Illinois state legislature and the school system implemented dozens of its recommendations, enabling the system to achieve significant improvement. Her work is quoted in multiple publications, domestically and abroad. In 2018, she offered a second book based on the Old Testament book of Job entitled *The Joy of Job, An Investigator's Perspective on the Most Righteous Man on Earth*.

**SPEAKER**

Maribeth has lectured at seminars for the World Bank, Association of School Business Officials, the TIAA-CREF Annual Fraud Conference, the State of Indiana's Annual Legal & Ethics Conference, the Association of Inspectors General, the American Society for Industrial Security, APEC (a group of Fortune 500 Global Security Directors), the National Business Roundtable, the United States Agency for International Development, the Public Broadcasting System, the National Association of Local Government Auditors, the Illinois Certified Public Accountants (CPA) Society, the



Association of Certified Fraud Examiners, the National Education Writers Association, and in many other forums nationwide and in Canada. Her book has been cited in multiple graduate programs and she has lectured at colleges and universities such as Harvard University's Kennedy School of Government, Wheaton College, Loyola University, Columbia College in Chicago, DePaul University, the University of Chicago Graduate School of Business, and Kellogg Graduate School of Management at Northwestern University.

#### **ASSOCIATIONS AND CERTIFICATIONS**

Maribeth is a Certified Protection Professional and a Certified Inspector General. She is, or has been, a member of the Association of Certified Fraud Examiners, the Association of Inspectors General, the American Society for Industrial Security, the National Association of Corporate Directors, and the Illinois Chamber of Commerce. She is the winner of numerous journalism and book awards.

#### **EDUCATION**

Wheaton College: *Bachelor of Arts*: Political Science

Kellogg School of Business Management at Northwestern University, Executive MBA  
Program: two management courses.

Has undertaken or taught nearly 100 onsite and online classes in investigations, management, security, human resources, information technology, marketing, writing, and grants management.

## **GREGORY MAKRIS**

### **Director of Fiscal Monitoring**

Gregory Makris has managed or provided fiscal monitoring services for more than 13 years and served for more than 16 years as an auditor in the public and private sectors. He has been instrumental in decreasing state and Federal audit financial risk by conducting meticulously documented internal audits and monitoring reviews of discretionary funds. He has a keen understanding of statutes and regulations governing state and Federal grants.

### **CAREER HIGHLIGHTS**

**VANDER WEELE GROUP<sup>LLC</sup>**

*2018 – Present*

#### **Program Engagement Manager**

Gregory Makris serves as Program Engagement Manager for the Illinois State Board Education monitoring of Chicago Public Schools with respect to the following Federal grants:

- *ESSA Title I, Part A – Improving Basic Programs.*
- *ESSA Title I, Sec. 1003 – School Improvement Program (SIP).*
- *ESSA Title II-A – Teacher Quality.*
- *ESSA Title III-A – Language Instruction for Limited English Proficient and Immigrant Students.*
- *ESSA Title IV-B – 21st Century Community Learning Centers.*
- *Federal Preschool Development Grant-Expansion Grant.*
- *Carl D. Perkins Vocational & Technical Education Act of 2006.*
- *Individuals with Disabilities Education Act (IDEA).*

On behalf of the Vander Weele Group<sup>LLC</sup>, Gregory:

- Served as Program Engagement Manager for FY18-FY21 Illinois State Board Education monitoring of Chicago Public Schools with respect to Federal grants.
- Manages a team of Monitors, develops training, organizes scheduling, and builds internal training and monitoring resources, such as a library of requirements of the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*.
- Develops monitoring tools and contributes to the development of internal customized software to standardize the monitoring process.
- Performs risk assessments for selection of potential sites to be monitored.
- Reviews grant submissions, revisions, and related budgets to ensure adherence to budgets and to Federal and state regulations.
- Tests processes and internal controls to ensure practices are in place and in compliance.
- Samples and reviews expense reimbursements for equipment, supplies, and personnel to ensure they are in accordance with regulations and established guidelines.
- Ensures required reports have been submitted.
- Ensures staff paid from grant funds are properly certified and that their documented duties align with the grant from which the funds were expended.
- Ensures appropriate actions have been taken to resolve past deficiencies in auditing or

monitoring reviews.

- Drafts recommendations and reports to summarize testing results and findings.

Gregory also serves as Vander Weele Group<sup>LLC</sup> Engagement Manager for a project to manage and monitor grant funds for the Illinois Racing Board.

## **ILLINOIS CRIMINAL JUSTICE INFORMATION AUTHORITY**

*2016 – 2018*

### **Internal Grantee Auditor**

On behalf of the Illinois Criminal Justice Information Authority, Gregory:

- Created a grantee monitoring function for the agency, which included developing monitoring policies and procedures, an Excel based monitoring tool, a pre-monitoring questionnaire, a documentation checklist, and a monitoring tracking tool.
- Performed on-site financial monitoring of Federal and state grantees that ensured that procedures, policies, legislation, and regulations were followed with respect to the following Federal and state grants:
  - Edward Byrne Memorial Justice Assistance Grant Program.
  - Victims of Crime Act.
  - Violence Against Women Act.
  - Adult Redeploy Illinois.

On behalf of the Illinois Criminal Justice Information Authority, Gregory:

- Conducted 26 on-site grantee monitoring visits annually as the sole Grantee Auditor for the Illinois Criminal Justice Information Authority, which had a total of 200 grantees.
- Examined general ledgers, general journals, subsidiary ledgers, supporting documentation for expenditures, and payroll records as part of the monitoring process.
- Assessed internal controls.
- Reviewed more than \$4 million worth of Federal and state grants and identified nearly \$200,000 in questioned costs.
- Served as the liaison between the agency and the grantees.
- Prepared and conducted entrance conferences with grantees.
- Prepared and presented comprehensive reports on monitoring findings to grantees and internal user groups at the agency.

## **CHICAGO PUBLIC SCHOOLS**

*2014 – 2016*

### **OFFICE OF INTERNAL AUDIT AND COMPLIANCE**

#### **Internal Compliance Team Lead**

On behalf of Chicago Public Schools, Gregory:

- Managed and supported three Internal Compliance Analysts who collectively monitored 200 schools annually.
- Was instrumental in decreasing potential state and Federal audit financial risk to the Chicago Public School district by 40 percent.

- Ensured quality assurance by reviewing draft grant monitoring reports submitted by Internal Compliance Analysts.
- Submitted final grant monitoring reports based on findings to the department manager and school principals.
- Reviewed school responses to findings and assisted, when appropriate, to rectify findings.
- Provided technical support to internal compliance analysts by shadowing, mentoring, and answering questions before, during, and after grant compliance engagements.
- Continuously updated grant compliance processes and internal controls within the Internal Compliance Office.
- Researched, analyzed, and documented specific disciplines, programs, and services as they related to Federal and state supplemental grant-funded programs.
- Annually coordinated the development and presentation of written guidelines, procedures, and protocols for the use of Federal and state supplemental grant funds.
- Annually developed, coordinated, and evaluated internal grant compliance training.
- Developed and presented summaries related to data analyses and reviews of grant-funded program activities to senior leadership every semester.

#### **Senior Compliance Analyst**

2012 – 2014

On behalf of Chicago Public Schools, Gregory:

- Assisted the Internal Team Lead with quality assurance by reviewing the Internal Compliance Analyst's draft grant monitoring reports.
- Requested supporting documentation for discretionary grant-funded budget transfers of more than \$5,000 from randomly selected schools on a weekly basis.
- Spent 20 percent of the time performing on-site grant compliance visits. (The portfolio consisted of 15-20 schools.)
- Assisted in the annual development and presentation of written guidelines, procedures, and protocols for the use of Federal and state supplemental grant funds.
- Assisted with annually updating grant monitoring instruments.
- Assisted with the continuous updating of grant compliance processes and internal controls.

#### **Compliance Analyst**

2006 – 2012

On behalf of Chicago Public Schools, Gregory:

- Determined appropriate data sources and information needed to conduct analyses and reviews of various Federal and state grant-funded activities.
- Conducted rudimentary data analysis in connection with financial and programmatic operations of Federal and state government grant-funded activities.
- Conducted on-site financial and programmatic compliance monitoring visits for the following Federal grant-funded programs at public and non-public schools:
  - *ESEA Title I, Part A – Improving Basic Programs.*

- *ESEA Title I, Sec. 1003 – School Improvement Program (SIP).*
- *ESEA Title II-A – Teacher Quality.*
- *ESEA Title III-A – Language Instruction for Limited English Proficient and Immigrant Students.*
- *ESEA Title IV-B – 21st Century Community Learning Centers.*
- *Federal Preschool Development Grant-Expansion Grant.*
- *Carl D. Perkins Vocational & Technical Education Act of 2006.*
- *Individuals with Disabilities Education Act (IDEA).*

On behalf of Chicago Public Schools, Gregory:

- Conducted 45-50 on-site grant monitoring visits annually.
- Prepared detailed draft grant monitoring reports concerning deficiencies along with appropriate recommendations.
- Assisted schools with grant compliance visit preparation, corrective actions and /or other related questions.
- Provided budgetary support, training and technical assistance to departments and schools on financial policies and procedures.
- Continuously updated knowledge of grant funding agency legislation, regulations and CPS processes and systems.

<b>MERIDIAN VAT RECLAIM</b>	<i>2001 – 2006</i>
<b>Senior VAT Reclaims Auditor</b>	<i>2003 – 2006</i>
<b>VAT Reclaims Auditor</b>	<i>2001 – 2003</i>

On behalf of Meridian VAT Reclaim, a Chicago firm, Gregory:

- Served as auditor-in-charge of audits.
- Conducted VAT retrieval audits for a diverse client base, primarily Fortune 500 companies in a variety of industries, including health care, manufacturing, retail, financial services, and technology. Companies included:
  - Microsoft
  - Pfizer
  - Abbott Labs
  - Exxon Mobil
  - Motorola
- Audits consisted of identifying and retrieving eligible Time and Expense (T&E) and vendor invoices/receipts that were eligible for international tax (VAT) reclaim.
- Represented Meridian VAT Reclaim in a professional and service-oriented manner.
- Communicated with clients to gain an understanding of what expenses were incurred in order to optimize their VAT reclaim potential.
- Assisted clients with inquiries pertaining to VAT recovery.
- Identified additional opportunities for clients to optimize their VAT reclaim potential.

- Responsible for staff preparation and development. Participated in employee reviews.

#### EDUCATION

University of Illinois at Chicago: College of Business Administration: *Bachelor of Science: Management*

#### SKILLS

- Proficient in Oracle
- Proficient with Microsoft Word and Excel
- Experience with Google Drive and Docs
- Foreign Languages: Fluent in Greek (including reading and writing)



## **DANIEL GAFFNEY, CPA, CIA, CISA**

### **Subject Matter Expert**

Daniel Gaffney is an experienced leader and risk management professional, leveraging background as a Certified Public Accountant (CPA) with six years of external audit and litigation support and more than 25 years of internal audit and consulting experience. He demonstrated results in building internal audit functions, enterprise risk management frameworks, annual risk assessments, and internal audit plan development. He served as Fiscal Compliance Monitor for both the Bureau of Indian Education and the Illinois State Board of Education engagements on behalf of the Vander Weele Group<sup>LLC</sup>.

### **CAREER HIGHLIGHTS**

#### **VANDER WEELE GROUP<sup>LLC</sup>**

*2016 – Present*

Daniel Gaffney served as Fiscal Compliance Monitor for an engagement with the Bureau of Indian Education and the Illinois State Board of Education. Currently, he is an independent contractor advising businesses on how to improve compliance, internal controls and risk management. He offers internal controls expertise, internal audit and IT audit experience, regulatory compliance and enterprise risk services.

On behalf of Vander Weele Group<sup>LLC</sup>, Daniel conducted the following in support of the FY18-FY21 Illinois State Board Education monitoring of Chicago Public Schools with respect to Federal grants:

- Determined appropriate data sources and information needed to conduct analyses and reviews of various Federal grant-funded activities.
- Conducted rudimentary data analysis in connection with financial operations of Federal government grant-funded activities.
- Conducted desk reviews and on-site financial compliance monitoring visits for Federal grant-funded programs at public schools.
- Prepared detailed draft grant monitoring reports containing findings of non-compliance along with appropriate recommendations.
- Assisted schools with grant compliance visit preparations, corrective actions and related questions.
- Provided budgetary support, training and technical assistance to departments and schools on financial policies and procedures.
- In exit meetings with schools, reported findings or recommendations of improvement.

#### **CROWE HORWATH LLP**

*2008 – 2009*

#### **Executive Risk Consulting Services**

The eighth largest public accounting firm, based in the United States, specializing in consulting and accounting services, with 2,400 employees in 23 offices domestically. Daniel serviced Crowe clients with internal audit, enterprise risk management, IT audit and SOX 404 expertise.

On behalf of Crowe Horwath LLP, Daniel:

- Led teams in the insurance industry and in the public sector for risk-based Sarbanes-Oxley internal controls documentation and testing, project management, IT audit, and enterprise risk management services.
- Led internal team of Executives to develop market strategies and client service objectives for the insurance industry.
- Worked with a client's internal audit department to perform an internal quality assessment and refined approach and methodology for the client to make necessary improvements to comply with Institute of Internal Auditors professional standards.

**GRANT THORNTON LLP**

*2006 – 2008*

Grant Thornton is the sixth largest public accounting firm specializing in accounting, tax and business advisory services with offices in 112 countries and 50 offices domestically.

**Wisconsin Practice Leader**

*2007 – 2008*

Daniel led a Wisconsin practice of eight professionals in three offices in order to enhance relationships with other practices, to recruit and develop professionals, to fuel growth in revenues, and to provide vision.

On behalf of Grant Thornton LLP, Daniel:

- Identified target companies, developed proposals and delivered client service.
- Established leadership and engaged staff in developing an operating plan for 2008 that created a sense of ownership.
- Implemented structures to drive improved client service and manage risk for the firm.
- Gained support for use of database to streamline staff tracking and planning.
- Immediately improved business development leading to new clients in Wisconsin.

**Director-Business Advisory Services**

*2006 – 2008*

Daniel developed proposals for new clients and formally presented to Audit Committees and executive management.

On behalf of Grant Thornton LLP, Daniel:

- Performed annual risk assessments and developed internal audit plans, which were approved by audit committees.
- Executed internal audits based on approved annual internal audit plans. Audits were financial, operational and compliance based, to meet the needs of executive management and Audit Committees.
- Led and conducted Sarbanes-Oxley 404 controls documentation and testing projects for publicly held and privately held clients in healthcare software and ambulatory/medical device industries.
- Identified and recommended enhancements to improve internal processes that eliminated manual redundancies and improved controls.



- Worked with C level executives, audit committees and boards of public and private companies, to gain approval for suggested actions to improve their organizations by linking risk assessments to overall the strategic plan and budgeting processes.
- Led internal initiatives to improve employee development and retention at Grant Thornton.
- Developed and led components of annual onboarding training for new professionals.
- Developed training methodology and instructed new employees in national program to improve retention and cultural fit.

**KPMG LLP**

2003 – 2006

A global network of professional firms, providing audit, tax, and advisory services, operating in 148 countries with more than 113,000 professionals.

**Director, Internal Audit Services**

2003 – 2006

**Manager, Internal Audit Services**

2003

On behalf of KPMG LLP, Daniel:

- Performed annual risk assessments, developed internal audit plans and executed internal audits based on the approved audit plans.
- Conducted financial, operational and compliance audits to meet Audit Committee requirements.
- Led and conducted Sarbanes-Oxley 404 controls documentation and testing for publicly held clients in real estate, pharmaceutical, and telecom/wireless industries.
- Outsourced internal audit function for a global law firm and executed audits internationally.
- Interviewed and recruited new employees to identify appropriate talent.
- Drove internal process improvements in areas such as recruiting to reduce the cycle time between the identification of candidates and their hiring, thus increasing the rate at which recruits accepted employment offers.
- Developed process flow maps for the client acceptance process that were distributed nationally within the firm. These maps significantly reduced overall risk and process time for client acceptance.

**CONSECO INC.**

1998 – 2003

A Fortune 500 company, with more than \$4 billion in annual revenue and a leading provider of term life insurance, health insurance, and retirement needs.

**2nd Vice President-Internal Audit-CAE**

2002 – 2003

**Manager, Internal Audit**

1998 – 2002

Daniel was recruited by SVP/General Auditor to develop and lead internal audit function.

On behalf of Conseco Inc., Daniel:

- Developed audit programs and process flow maps for five key operations and 100 auditable entities spread over 15 risk categories (i.e. legal, regulatory, fraud, financial reporting and system integrity).
- Developed department structure, procedures and methodologies to improve efficiencies and reduce ramp-up time for new employees.
- Recruited, trained, and directed staff based in two locations.
- Conducted internal investigations involving fraud and misappropriation of assets.
- Trained as a Champion in Six Sigma/Process Excellence quality methods.
- Gained support of Senior Management to purchase and install ACL software, which saved time and improved effectiveness of audits.
- Core member of the Corporate Risk Management team that identified and developed plans to mitigate significant risks to the organization.

#### CERTIFICATIONS

2018 CSX Cybersecurity Certificate  
1997 Certified Information Systems Auditor  
1995 Certified Internal Auditor  
1992 Certified Public Accountant

#### EDUCATION

DePaul University: Kellstadt Graduate School of Business: *Master of Business Administration*

An eBusiness concentration that integrates leadership and change management theories with information technology deployment strategies.

University of Wisconsin: *Bachelor of Business Administration: Accounting*

## GARY S. REED II

### Subject Matter Expert

Gary Reed has extensive experience building oversight for programs serving adults and children with disabilities. He worked in Illinois Social Services for more than twelve years, beginning his career working with adults with disabilities, and for more than nine years, he worked in the Early Intervention Program (EIP). During his two years as Regional Manager, Gary transformed sectors of the EIP, creating a system of accountability that propelled his region from one of the worst performing to the top in the state. He has extensive knowledge of state and federal regulatory policies and procedures that govern the *2004 Individuals with Disabilities Education Act (IDEA)*. Gary has also served for seven years in the United States Air Force, conducting joint missions with Army and Air Force personnel, and was responsible for the care and maintenance of power generation and satellite communication equipment worth more than \$3, 000, 000. During his service he was awarded Outstanding Airman Award for going above the call of duty in support of U.S. Army counterparts.

### CAREER HIGHLIGHTS

## GARY S. REED II

Director of Early Childhood Monitoring

Gary Reed has extensive experience building oversight for programs serving adults and children with disabilities. He worked in Illinois Social Services for more than twelve years, beginning his career working with adults with disabilities, and for more than nine years, he worked in the Early Intervention Program (EIP). During his two years as Regional Manager, Gary transformed sectors of the EIP, creating a system of accountability that propelled his region from one of the worst performing to the top in the state. He has extensive knowledge of state and federal regulatory policies and procedures that govern the *2004 Individuals with Disabilities Education Act (IDEA)*. Gary has also served for seven years in the United States Air Force, conducting joint missions with Army and Air Force personnel, and was responsible for the care and maintenance of power generation and satellite communication equipment worth more than \$3, 000, 000. During his service he was awarded Outstanding Airman Award for going above the call of duty in support of U.S. Army counterparts.

Vander Weele Group<sup>LLC</sup>

2015 - present

On behalf of the Vander Weele Group, Gary:

- Oversees the new program to provide monitoring to Prevention Initiative grantees in the State of Illinois
- Completes all hiring and training for the Early Intervention Monitoring program, including creating and maintaining the EITAM training curriculum.
- Provides direction and oversight for offices in South Holland and Springfield, Illinois.
- Reviews and revises the Child and Family Connection (CFC) Compliance and Focus review tools annually based on changes to state and federal guidelines.
- Facilitates the monitoring compliance workgroup committee to ensure that compliance tools
- and companion documents meet all required state and

federal policies and procedures.

- Generates and maintains the CFC and EI provider compliance monitoring schedule.
- Conducts quarterly performance reviews with all monitoring team members, using key performance indicators and guides technical assistance feedback.
- Creates and submits the Early Intervention Quarterly report to the Bureau of Early Intervention (BEI), outlining the activities of the program and progress toward achieving annual contractual deliverables.
- Helps develop new policies and procedures for working with families in compliance with the State Systemic Improvement Plan

#### **Child and Family Connections #14, Peoria, Illinois 2013 - 2016**

##### *Program Manager*

On behalf of Child and Family Connections, Gary Reed:

- Was responsible for staffing, including hiring and training for all CFC staff and personnel.
- Created training curriculum for on-going professional development including peer mentoring activities and facilitation of reflective practice groups.
- Ensured the agency operated within the budget and grant as assigned by the BEI, including cost containment and forecast budgeting.
- Acted as a liaison between the BEI and the CFC office including addressing and investigating family complaints and concerns.
- Created an internal quality assurance process, ensuring compliance with state and federal policies and procedures.
- Facilitated training sessions and meetings with local partners, including Headstart, school district representatives, and daycare providers.
- Oversaw the support and coordination of services for more than 1,000 Central Illinois Families.
- Facilitated monthly stakeholder meetings discussing the state of the CFC office and required system improvements.
- Was responsible for changing the culture of the CFC office and was directly responsible for improving the office's statistical ranking from last in the state to third.
- Ensured public outreach initiatives were completed, including public awareness, child find, and provider recruitment activities.
- Evaluated the therapeutic community needs and recruited and maintained an appropriate level of available therapists.
- Coordinated and monitored the delivery of Early Intervention Services (EIS) to ensure that therapy services were provided in a timely manner.
- Ensured that children participating in EIS are transitioned to school-based services as identified in Part C of IDEA, in a timely manner.
- Coordinated evaluations to determine a child's eligibility for EIS and performed assessments to identify the child's unique strengths and needs.
- Facilitated and participated in the development, review, and evaluation of the Individual Family Service Plans (IFSPs) for the Early Intervention Program.
- Coordinated the funding sources for the services required

under Part C of IDEA.

**EPIC 2013 – 2016**

*Program Manager, Case Worker*

On behalf of Empowering People, Inspiring Capabilities (EPIC), Gary Reed:

- Was responsible for staffing needs, including hiring for two community group homes.
- Created internal monitoring and evaluation processes to improve the quality of services being provided, and improved implementation of external monitoring and auditing findings.
- Created and facilitated workgroups to improve the agency's Federal Standing with compliance standards.
- Facilitated on-going training and professional development curriculum in accordance with applicable state and federal guidelines.
- Ensured both group homes met their budget expectations, including staffing, housing costs, and resident's needs.
- Created Individual Service Plans (ISPs) for adults with disabilities, and was responsible for ensuring staff understood and implemented the plans in everyday settings and activities.
- Monitored ISPs for effectiveness, and updated plans with assistance from medical and behavioral health professionals.
- Evaluated staff productivity and created staff improvement plans when productivity levels fell below expectations.
- Trained behavioral response team to support residents with psychological disorders to facilitate participation and assimilation into community settings and situations.
- Evaluated residents' job readiness skills and worked with community organizers and work force agencies to help find employment opportunities for residents.
- Created guides and manuals for staff to utilize during medication delivery, to assist in following feeding



## ARTECIA FOSTER

### Technical Expert

Artecia is a highly self-motivated, accurate, resilient, and adept Finance Associate and Grants Monitor who provides key accounting, organizational, and monitoring skills. She conducted monitoring reviews for the Vander Wee Group<sup>LLC</sup>'s engagement with the Bureau of Indian Education and the Illinois State Board of Education.

### CAREER HIGHLIGHTS

#### Vander Wee Group<sup>LLC</sup>

2015 – present

#### Finance Associate/Grants Monitor

On behalf of the Vander Wee Group<sup>LLC</sup>, Artecia conducted the following in support of the Fiscal Years 19-20 Illinois State Board Education monitoring of Chicago Public Schools with respect to Federal grants.

- Determined appropriate data sources and information needed to conduct analyses and reviews of various Federal grant-funded activities.
- Conducted rudimentary data analysis in connection with financial operations of Federal government grant-funded activities.
- Conducted desk reviews and on-site financial compliance monitoring visits for Federal grant-funded programs at public schools.
- Prepared detailed draft grant monitoring reports containing findings of non-compliance and appropriate recommendations.
- Assisted schools with grant compliance visit preparation, corrective actions and related questions.
- Provided budgetary support, training and technical assistance to departments and schools on financial policies and procedures.

On behalf of the Vander Wee Group<sup>LLC</sup>, Artecia also:

- Performed monthly desk reviews in an engagement with the Bureau of Indian Education.
- Automated key processes of the company's finance function.
- Examines and verifies various documents to ensure completeness and accuracy of data in accordance with accounting procedures.
- Monitors and completes company's WBENC, WBE, DBE, WOSB, and HUBZone certifications and licenses to ensure compliance with Federal and state laws and regulations.
- Oversees company's finance policies to ensure compliance with ever-changing county, city, state, and Federal mandates.
- Performs regular audits of company's financial records.

**CITY COLLEGES OF CHICAGO DISTRICT OFFICE**

2015

**Junior Accountant Intern**

On behalf of City Colleges of Chicago District Office, Artecia:

- Created and posted journal entries using PeopleSoft, as well as disposed of assets while recording their costs and acquisitions dates.
- Performed data entry and general filing.
- Prepared the schedule of daily cash reports for all seven City Colleges and their business entities.
- Reviewed the company's investments and adjusted their market values and maturity dates.
- Thoroughly evaluated accounts to ensure their balances corresponded with the general ledger, identifying any variances and analyzing them to justify their existence.
- Assisted with the preparation of bank reconciliations.
- Assisted with the preparation of the Comprehensive Annual Financial Report (for Fiscal Year ending June 30, 2015).

**SKILLS**

- Microsoft Office, including Microsoft Word, Excel, and PowerPoint
- Extremely organized
- Detail oriented
- Experience with PeopleSoft
- Experience with liability accounts
- Highly adaptable
- Excellent time management

**EDUCATION**

Roosevelt University: *Bachelor of Science in Business Administration: Accounting Major*

Relevant Coursework: **Advanced Accounting**, Auditing, Intermediate Accounting, Cost and Managerial Accounting, Income Tax Law and Procedure, and Principles of Finance

Accounting Club

Harold Washington College: Associate in Arts: Accounting Major

# Experience of Bidder on Similar Contracts (4.2.6)

## Vander Weele Group<sup>LLC</sup>





## EXPERIENCE OF BIDDER ON SIMILAR CONTRACTS (4.2.6)

The Vander Weele Group<sup>LLC</sup> is well equipped to perform all services requested in the RFQ having demonstrated our capacity to conduct comprehensive, multi-faceted, projects of similar scope and scale as described in the following engagements.

Client: Illinois State Board of Education, Division of Federal and State Monitoring

Reference: [REDACTED] Director, Federal and State Monitoring, [REDACTED]

**Project Timeframe:** 2018 - present

**Project Dollar Amount:** Current contracts: \$2,556,434; Historical: \$481,577

**Project Description:** On May 7, 2018, the Illinois State Board of Education (ISBE) engaged the Vander Weele Group<sup>LLC</sup> to create and execute a risk-based program to monitor the expenditure of Federal grants distributed by ISBE to Chicago Public Schools District 299. Over two years, during FY18 and FY19, our team monitored \$62.2 million in grants expended at Chicago Public Schools for elementary and early childhood education. In the first year, the team developed program infrastructure, reviewed grant distribution and management processes in three Central Office units, and identified schools to be monitored. In the first year, the pool consisted of 33 district-operated schools and 12 charter schools funded through Chicago Public Schools (CPS). In the first year, our firm identified 74 findings of non-compliance resulting in \$245,366 in questioned costs. This engagement has since expanded to include monitoring of 120 schools in multiple districts. Despite an extremely expedited time schedule, all deliverables were completed on time. Our team created fiscal monitoring tools to gauge compliance with grant requirements, including but not limited to *2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* ("Uniform Guidance"). Examples include gauging the allowability of costs, time and effort, adherence to budgets, appropriateness of parental involvement expenditures, and effectiveness of internal controls. We also conducted program existence testing. This project is led by Gregory Makris, who has more than 13 years of experience in compliance monitoring. Well-versed in the *Illinois Grants Accountability and Transparency Act*, he previously led grants monitoring teams at Chicago Public Schools and at the Illinois Criminal Justice Information Authority, where he created the grants monitoring program.

Client: Bureau of Early Intervention, Illinois Department of Human Services

Reference: [REDACTED] Chief, [REDACTED] Phone: [REDACTED]

**Project Timeframe:** 2015 - present

**Project Dollar Amount:** Current contract: \$7,673,600; Historical: \$5,282,324

**Project Description:** Annually since 2015, the Vander Weele Group<sup>LLC</sup> has monitored services provided to more than 19,000 children and families of children under age 3 with disabilities or developmental delays. Each year, our team monitors 25 Child and Family Connections Offices (CFCs), conducting both general and focused verification visits, and individual therapy Providers/Payees in 16 individual categories of service. On behalf of the Illinois Department of Human Services, the Vander Weele Group<sup>LLC</sup> monitored nearly \$140 million in funds over a five-year period provided to more than 1,200 payees and the 25 CFCs.

Our Monitors test compliance with grant laws, regulations, policies, and high-quality service delivery standards. Our unique and specific testing tools are designed to ensure adherence to state and Federal regulations. Our Monitors evaluate child file documentation and Individual Family Service Plans for families in early childhood settings. Upon completion of each review, Vander Weele Group<sup>LLC</sup> Monitors facilitate exit meetings with each grantee program team and review the results directly. Our team provides guided technical assistance

so that identified concerns are mitigated and addressed. In addition to exit reports, our team provides resources and require Early Intervention trainings when findings of non-compliance are identified. We conduct surveys to gauge family satisfaction. Our team has worked with the Illinois Department of Human Services in building better measures of family engagement and has assisted the program with improving reportable data through the State Systemic Improvement Plan. This assistance includes evaluating the fidelity of data collected, revising Early Intervention policies and procedures, and providing on-going technical assistance with the implementation of the revised meeting facilitation and family support policy and procedure.

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*"The team has become a true partner within the Illinois Early Intervention network by delivering more than monitoring services. It also has made a significant contribution to the development of the Illinois State Systemic Plan... I heartily recommend the Vander Weele Group as a competent, caring, and professional organization who is proven and well-versed in the complexities of compliance monitoring."*

- Ann Freiburg, Chief  
Bureau of Early Intervention  
Illinois Department of Human Services

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Client: Bureau of Indian Education, U.S. Department of the Interior

**Reference:** Clients retired, but a CPARS reference is contained in Section 4

**Project Timeframe:** 2005 – 2016

**Project Dollar Amount:** All contracts: \$3,916,941

**Project Description:** In September 2011, the Vander Weele Group<sup>LLC</sup> was engaged by the Bureau of Indian Education (BIE) to monitor 183 schools in 23 states for compliance with the *No Child Left Behind Act* (NCLB) and the *Individuals with Disabilities Education Act* (IDEA). At the beginning of the monitoring engagement, we created a school self-assessment tool, a monitoring tool, a standardized report format, and other program materials. After receiving a list from the BIE of

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*"You and your staff's commitment to Indian Education was demonstrated on many levels. The drive to dig deeper to find the source of noncompliance was and is critical in assisting schools to improve student achievement and close the achievement gap. Your staff's commitment to working through tough issues to arrive at the best approach to serve schools and Indian students was evident throughout contract."*

**Stanley Holder, Chief** (now retired) of the  
**Division Compliance, Monitoring &  
Accountability**

schools to be monitored, we completed the first year's 38 compliance reviews in a two-month period. We hired Lead Monitors who previously led or taught in K-12 institutions to spearhead the compliance monitoring site visits. They were supported by secondary Monitors with critical technological and writing skills. We provided in-depth training for our Monitors to address the variety of situations they would encounter and to measure compliance with agreed upon standardized criteria within the designated requirements. The schools under review received the aforementioned self-assessment and provided information about their compliance with each requirement. They

mailed the assessments to Vander Weele Group<sup>LLC</sup> headquarters along with documentation to support their assertions, and these materials were reviewed by Monitors prior to their site visits. During site visits, Monitors reviewed further documentation, conducted interviews with administrators and business managers, observed classrooms for teacher-student engagement and environment, reviewed samplings of teacher files to verify teaching credentials, and led focus groups of parents, teachers, paraprofessionals and students to gain a more complete sense of not only schools' compliance with NCLB, but operations that helped or hindered their ability to provide quality education to children. By the end of the engagement, we completed 142 site visits and multiple desk monitoring reviews. The latter consisted exclusively of in-depth reviews of documentation. After Monitors returned from each school visit, they completed a complex 20 to 40-page report. Each report thoroughly detailed a school's compliance with NCLB and also contained narratives explaining the school's strengths and weaknesses, which ultimately influenced a school's ability to comply with the law. The reports detailed outcomes of classroom observations, provided important insights on the causes of non-compliance, and identified endemic problems at BIE schools, which helped the agency be a better partner to the schools under its jurisdiction.

In more than a decade of service to the BIE, our firm developed more than 50 manuals, training materials, reports, template forms, sample policies and procedures, and other materials to provide schools with technical assistance. We developed more than 100 pages of training on conducting fiscal and educational reviews of schools. We also designed monitoring tools and related materials for fiscal, Special Education, and other reviews.

Client: Illinois Racing Board

Reference: [REDACTED] Chief Fiscal Officer [REDACTED]

**Project Timeframe:** 2018 - present

**Project Dollar Amount:** All contracts: \$78,350

**Project Description:** Since 2018, the Vander Weele Group<sup>LLC</sup> has supported the Illinois Racing Board Foundation (IRBF) to develop a grants monitoring and technical assistance program. The IRBF provides educational, occupational, and health-related services to the unique population of racetrack workers and their families. These workers typically live at the racetracks and migrate from one track to another during racing season. This project requires applying 30 ILCS 708 *Grant Accountability and Transparency Act* (GATA), the Uniform Guidance, and IRB rules, creating a reimbursement template for grant recipients, creating quarterly and annual report templates, developing a grants monitoring program, and related tasks.

Client: Navistar International

**Reference:** Client retired, but a written reference is contained in Section 4

**Project Timeframe:** 2006 to present

**Project Dollar Amount:** \$1,483,601

**Project Description:** The Vander Weele Group<sup>LLC</sup> provided nearly 200 high-level, confidential investigative projects for Navistar, Inc., a Fortune 500 manufacturer with approximately 15,000 employees. Projects include forensic data analyses of approximately \$40 million in credit card expenditures. The Vander Weele Group<sup>LLC</sup> identified 145 suspect users, some of whom were

criminally charged. After two years of analyses, this project resulted in savings to the corporation of \$16.3 million a year. Matters involved allegations of insider trading, kickbacks, Foreign Corrupt Practices Act violations, unauthorized diversion of scrap, conflicts of interests, procurement fraud, accounting fraud, self-dealing, and more.

Client: Public Building Commission for Chicago

Reference: [REDACTED] PBC Audit Committee; [REDACTED] Direct contact left the commission.

Project Timeframe: 2012 - 2015

Project Dollar Amount: \$662,384

**Project Description:** In 2012, the Public Building Commission of Chicago, an agency that manages hundreds of millions of dollars of construction on behalf of Chicago city and county agencies, selected the Vander Weele Group<sup>LLC</sup> to be its outside Inspector General. As a result, the Vander Weele Group<sup>LLC</sup> conducted investigations into allegations such as MBE/WBE fraud within public works construction contracts; performed internal process evaluation and made recommendations for operational improvements. This work resulted in \$1 million in actual recoveries, the identification of millions of dollars more of potential recoveries, and an overhaul of the PBC contract compliance systems and approach. The Vander Weele Group<sup>LLC</sup> also resulted in the unounding of multiple allegations, providing the organization with confirmation that correct processes had been followed.

As part of its work, the Vander Weele Group<sup>LLC</sup> authored a study on detecting, investigating, and documenting small business fraud and evaluated dozens of small businesses for indicators of pass-through fraud or non-compliance with the "commercially useful" function requirement. As part of its work, the Vander Weele Group<sup>LLC</sup> performed open source research; conducted complainant and target interviews; analyzed commercial agreements; analyzed and prepared as evidence thousands of financial records; reviewed electronic evidence such as email communications, and memorialized formal investigation findings in extensive reports with appendices. Deliverables included more than a thousand pages of reports, PowerPoint presentations on findings, studies on small business utilization, research, analyses and recommendations on a new debarment policy and on an existing policy governing small business participation.

A key aspect of this engagement was to evaluate systems, practices and procedures of the Commission to determine their efficacy in preventing incidents of waste, fraud and mismanagement and recommend to the Board potential modifications to promote efficiency and prevent subsequent incidents of waste, fraud, or mismanagement.

This project demonstrates VWG's ability to manage a significant project with multiple deliverables using a multi-disciplinary team with legal (JD), accounting (CPA), management (MBA) and traditional investigative (CFE) education and experience. We ensured high-quality work product through the recruitment, training, and monitoring of highly qualified legal, investigative, accounting, and support staff. As with other engagements, our recruitment process included interviews, reference checks and a robust testing process to determine the candidate's capabilities in structuring a study, writing, typing for interviews, and related areas. Employees were fingerprinted and underwent criminal background checks as part of their employment. Our on-boarding process is systemized through a *New Employee Checklist*, which ensures completion

of necessary paperwork, ranging from tax and citizenship forms to confidentiality statements. Our orientation program acquaints new investigators with company office procedures; the mission and vision of the company; investigative protocols, and a myriad of other related.

In 2015, Mayor Rahm Emanuel, based on a campaign pledge, “in-sourced” the function to the Inspector General of Chicago but opined that the Vander Weele Group’s work was excellent and, in fact, “perfect.”





# Vander Weele Group<sup>LLC</sup>

**Response to Request for Quotation:**  
Integrity Oversight Monitoring: Program and  
Performance Monitoring, Financial Monitoring and  
Grant Management and Anti-Fraud Monitoring for  
COVID-19 Recovery Funds and Programs  
**Section 3: Organizational Support  
and Experience**



December 18, 2020

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Organizational Support and Experience  
(4.2.4) and Resumes (4.2.5)  
DeLuca Advisory & Consulting Services



d|a



## **Organizational Support and Experience (4.2.4)**

To complete this engagement, the Vander Weele Group<sup>LLC</sup> will subcontract to Joseph A. DeLuca Advisory & Consulting Services (“DLA”) as well as Wiss & Company (“Wiss”).

DLA is a New Jersey based boutique advisory and consulting firm with extensive experience auditing, investigating, and reviewing government procedures and operations to ensure best practices are in place and complied with. Joseph DeLuca (“DeLuca”) launched DLA in July of 2018 to redefine what is possible with a client-focused risk management firm. DeLuca is particularly experienced in disaster recovery programs and related funding streams from a loss prevention perspective and is currently servicing Middlesex County, New Jersey with COVID-19 related services.

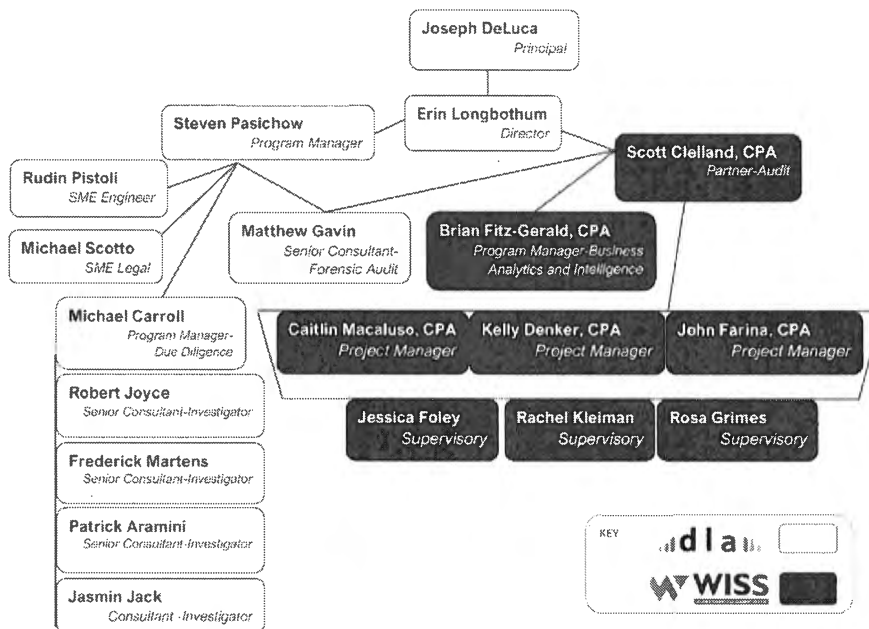
In April 2020, as the Pandemic was surging, DLA took the initiative to hire two highly decorated Inspectors General, Steve Pasichow from the Port Authority of NY & NJ, and Barry Kluger, from the New York State Metropolitan Transportation Authority. DLA made a commitment to serve New Jersey and New York with the best in the business and made an investment knowing that we could add value to state and city-run programs requiring federal funding. Steve and Barry’s records speak for themselves. They built, operated, and executed similar type programs in their roles as Inspectors General and know and understand government, its needs, priorities, and the challenges in managing integrity monitors. They are also officers/board members of the Association of Inspectors General and have the knowledge and relationships with the federal inspector general community that can only benefit this very engagement.

Building off decades of experience, our team has tackled problems ranging from isolated misconduct in agencies and institutions to problems that were caused by systemic breakdowns. This is accomplished by taking on a role akin to a Private Inspector General, a concept pioneered by DeLuca at Thacher Associates in the late 1990s, to deploy a multi-disciplinary approach to assignments by utilizing investigators, forensic accountants, and legal experts to offer best practices for clients in need of risk management, compliance, and due diligence. DLA will analyze policies and procedures, recommend reforms when necessary and ultimately execute an integrity monitoring plan that will ensure policies and procedures are implemented and effective, transparency is promoted, and most importantly, ensure best practices are in place that will help prevent fraud, waste, and abuse.

Our Team combines the skill sets and expertise of professionals with deep experience in leading and managing integrity monitoring assignments and disaster recovery efforts. Our reputation is built around projects like the cleanup of the World Trade Center (WTC) and Hurricane Sandy, with boots on the ground professional auditors, investigators, analysts, policy experts, project managers, and forensic construction specialists. Given our direct experience and understanding of FEMA, CDBG, Treasury, SBA, FTA, and related funding sources, this team will ensure that your clients are maximizing all funding streams while maintaining an independent oversight role, so that when they ask for supplemental funding, questions about expenditures and appropriations will be avoided. Lastly, the DLA Team will provide the Client with significant oversight to protect the various state programs from being victimized from fraud, waste, and abuse, and protect the reputations of those leaders charged with leading these efforts. DeLuca currently sits on the Department of Homeland Security’s Transportation Security Administration’s Surface Transportation Security Advisory Committee (“STSAC”). He serves as Chair of the Insider Threat Committee for STSAC which covers insider threats to surface transportation operations focused on due diligence and systematic approaches to minimize risk of terrorist and other threats by criminal elements. In this role, he is briefed on a weekly basis regarding the federal COVID-19 response.

The staff at Joseph A. DeLuca Advisory & Consulting Services (“DLA”) have extensive experience

and expertise in providing the services called for in the RFQ. We have had a long commitment to providing services to the government, as most of our staff have previously held various government positions of authority and understand what it takes to design and implement programs aimed at preventing and detecting fraud, waste, and abuse. We bring strong leadership to every engagement with the flexibility, vision, and problem-solving skills needed, in particular at this time, with this specific engagement. The DLA staff have worked on numerous government engagements, and private ones, with the primary objectives of preventing and detecting fraud, waste, and abuse.



## Key Personnel

### Joseph A. DeLuca

Joseph is the founding principal of DLA. DeLuca is a seasoned professional in crisis response. DeLuca served in law enforcement and governmental positions for over 20 years, rising to the ranks of Chief Analyst and Assistance Deputy Inspector General for the New York City School Construction Authority. Following this, DeLuca co-founded Thacher Associates – a ground-breaking company that created a new model for integrity enhancement and loss prevention, and demonstrated an extraordinary ability to prevent, detect, and remediate construction fraud and unethical conduct since pioneering construction monitoring in the 1980s. DeLuca led Thacher Associates as the firm set the industry-standard for successful, interventions in the public and private sectors such as integrity monitorships, investigations and advisory and compliance services on projects such as the World Trade Center Recovery Effort, Oculus and 9/11 Memorial, Yankee Stadium, Croton Water Treatment Facility, World Financial Center, United Nations, and Hurricane Sandy Disaster Recovery. DeLuca served for a decade as the Chief of Operations for the Construction Industry Strike Force.

### Erin Longbothum

Erin is a partner and the COO of DLA and will serve as the Director for this engagement. Erin is a

policy expert with over a decade of experience in contractor compliance with federal, state, and local grant and loan requirements and operationalizing government funded programming. Erin offers clients an interdisciplinary approach to solving complex problems related to government compliance matters, specializing in disaster recovery and associated funding streams, developing customized solutions for clients to administer effective programs while proactively auditing to identify fraud, waste, and abuse across programs. Erin is currently working with Middlesex County to provide advisory services related to their CARES Act dollars and has acted as the key lead on federal disaster recovery compliance matters for clients such as GOSR and NJ DEP and has overseen monitorships of firms negotiating deferred prosecution agreements with the District Attorney of New York for the Port Authority of New York & New Jersey, Metropolitan Transit Authority, New York City Department of Investigation, New York State Department of Transportation, and Nassau County. Prior to working as a consultant, Erin worked in the development of affordable housing in the nonprofit sector, setting up internal policies and procedures to ensure compliance while working with government agencies and various funding streams. Erin has developed, implemented, administered, and closed out federally funded programming in the wake of the 2008 financial crisis and in the aftermath of Hurricane Sandy.

#### **Steven A. Pasichow**

Steven will serve as a Program Manager and be the main point of contact on the project. Steve is a Certified Inspector General and Certified Fraud Examiner with more than 40 years of investigative experience across a vast range of pressing issues such as corruption, fraud, conflicts of interest, cyber-crime, whistleblower retaliation, and police, employee, contractor, and vendor misconduct. He is a veteran leader of major public institutions whose excellence in leading complex projects and delivering top-notch results has earned him widespread recognition and various awards for outstanding performance over the course of his distinguished career. Steve served as the Deputy Inspector General and Director of Investigations at The Port Authority of New York and New Jersey (PANYNJ) for more than five years, after serving ten years as the Assistant Inspector General and Assistant Director of Investigations. He headed all investigations concerning the agency, including those of entities doing business with the PANYNJ. Steve also led the PANYNJ's Fraud Prevention Program for major capital construction projects such as the World Trade Center Redevelopment Program, New Goethals Bridge, Bayonne Bridge Navigational Clearance Program, LaGuardia Airport Central Terminal Building Redevelopment Program, Lincoln Tunnel Access Program, and Hurricane Sandy Recovery Projects. His duties included not only oversight of private-sector Integrity Monitors employed to provide fraud prevention coverage over those construction projects, but also oversight of Integrity Monitors assigned to individual companies. Prior to the PANYNJ, Steve spent more than twenty-six years with the New York City Department of Investigation (DOI), rising to the rank of Assistant Commissioner for his last twelve years. As Assistant Commissioner, he created the DOI's Investigative Policies and Procedure Manual, led agency-wide investigations into corruption, criminal activity, and conflicts of interest, and coordinated with law enforcement agencies and prosecutorial offices. Steve also managed several special initiatives, including the Integrity Monitorship Program, which monitored the debris cleanup at Ground Zero following the 9/11 terrorist attacks. Throughout his tenure as Assistant Commissioner, he served additional leadership roles - working as the Inspector General of the New York City Housing Authority and overseeing the Inspectors General of the Department of Transportation, Department of Design and Construction, Department of Health, and Office of the Chief Medical Examiner. Steve also supervised the Inspector General of all social services-related agencies - which built upon his previous role of serving as Inspector General for many of these same agencies.

#### **Michael Scotto**

Michael will serve as a Subject Matter Expert as Legal Counsel for the project team and provide necessary legal guidance in the creation and review of critical documentation. He is an investigative attorney and former prosecutor with over twenty years' experience as assistant district attorney in

the New York County District Attorney's Office ("DANY"). Scotto prosecuted street crime as well as complex criminal cases involving corruption and organized crime influence in New York City labor unions, the New York City Construction Industry, and theft of public money. During his tenure, Scotto was assigned to the Trial Division and later to the Labor Racketeering Unit-Construction Industry Strike Force where he was eventually appointed Unit Chief, and finally as Chief of the Rackets Bureau. While at DANY, Scotto supervised two investigations and the resulting prosecutions into bribery, fraud, and payroll related crimes in connection with recovery and rebuilding efforts after the attacks on the World Trade Center on September 11, 2001. Both dealt with organized criminal activity attempting to profit off the recovery efforts: One involved an organized crime affiliated firm engaging in WBE Fraud, Payroll related crimes, and Grand Larceny, the second indictment brought under NY's Organized Crime Control Act against associates of organized crime who bribed government officials to allow payment on padded bills. Since leaving DANY, Scotto's practice has included conducting internal investigations in connection with claims of hostile work environment and corrupt business activities and representation of individuals and entities under investigation by various government agencies. Mr. Scotto has served as a Member of the American Bar Association Criminal Justice Section Ad Hoc Task Force on Corporate Monitors.

#### **Matthew Gavin**

Matthew is a senior forensic accountant who will serve as a Senior Consultant on this engagement. Matt has extensive experience conducting audits, reviews, and research, and develops business and process improvement recommendations suited to client and industry needs. He develops compliance and risk management solutions for clients across sectors. Prior to joining DLA, Matt served as a Senior Forensic Accountant at K2 Intelligence focusing on construction and real estate. He worked with clients ranging from Fortune 500 companies undertaking large-scale construction and redesign projects to state-run governmental agencies responsible for planning, designing, and constructing public works projects. In this role, Matt monitored the integrity of clients' construction projects and reported any findings in relation to fraud, clerical discrepancies, and waste. He performed audits pertaining to job-site compliance, contractor and subcontractor billings, and additional job costs associated with labor, materials, and equipment. Prior to K2 Intelligence, Matt was a Senior Auditor for Grassi & Co. He worked closely with clients in the construction, manufacturing, and distribution industries to ensure the integrity of their financial statements under U.S. GAAP during both annual and semi-annual audits and reviews.

#### **Michael Carroll**

Michael will serve as the Project Manager for Due Diligence and Investigations on the project. Mike is a seasoned investigator with 20 years' experience in law enforcement, with two-thirds of that time spent managing complex fraud investigations in the construction industry, and more than a decade of experience supervising integrity monitorships across New York City including in the aftermath of Hurricane Sandy. Mike utilizes experience gained from the New York City Police Department and as an inspector general to ensure regulatory compliance demands are met, and to identify and eliminate vulnerabilities that make clients susceptible to fraud. Mike also helps clients develop compliance programs that ensure companies meet the demands of government agencies, worker safety measures are in place, and are protected from theft and other forms of corruption. Mike rose through the ranks of the New York City Department of Investigation (DOI), the anti-corruption agency that maintains integrity and efficiency in New York City government operations, to the Deputy Commissioner of the Investigations Division. During Mike's career with DOI, he developed an expertise in the area of fraud investigations, detection, and prevention in the construction industry. Mike also managed DOI's Vendor Integrity Unit, which oversaw dozens of integrity monitoring firms hired by DOI to provide oversight of multibillion-dollar construction projects across the city. These projects ranged from capital construction projects at New York City agencies, to the construction that took place in the aftermath of Hurricane Sandy.

The following investigators will support our team's due diligence and investigations work as needed:

**Robert Joyce**

Robert is an accomplished, highly organized, dedicated investigator with proven, long-term experience working on complex matters, and developing practical, operational solutions. Bob will serve as a Senior Consultant on this engagement. Bob served in the public sector, including the PANYNJ and NYC DOI, for more than 40 years. He is self-motivated, polished, conscientious, and discreet. Throughout his career he successfully handled large varieties of tasks using strong communication, organization, and multi-tasking skills in high-pressure environments.

**Frederick Martens**

Frederick is a seasoned investigator who retired from the New Jersey State Police as a Detective/Lieutenant. Fred will support the due diligence and investigation efforts of the Team as a Senior Consultant. He was the Executive Director of the Pennsylvania Crime Commission where he was responsible for investigating public corruption related to organized crime. He served as an integrity monitor at "Ground Zero" for the PANYNJ and has conducted investigations on behalf of Fortune 500 companies. He authored *We'll Make You An Offer You Can't Refuse: A Primer on The Investigation of Public Corruption* and co-authored *Police Intelligence In Crime Control: Maintaining a Delicate Balance in a Liberal Democracy*.

**Patrick Aramini**

Patrick is a senior public safety executive who retired as Lieutenant from the New Jersey State Police and will serve as Senior Consultant on this engagement. He has significant management experience and diversified law enforcement background including conducting major organized crime investigations, media and public relations, physical security surveys, celebrity security, design and presentation of training, management of police services for five major sports facilities and hundreds of major public events.

**Jasmin Jack**

Jasmin is an investigative analyst who will serve as a Consultant on this engagement, supporting the team's due diligence and investigations. Jasmin brings relevant experience as an analyst, auditor, and investigator to the project team. In addition to her experience designing due diligence protocols for clients in the distribution of CARES Act dollars, Jasmin has almost a decade of experience working on complex investigations and audits for the New York State Office of the Inspector General. In this role in the aftermath of Hurricane Sandy, Jasmin investigated potential claims of duplication of benefits and fraud.

## Resumes (4.2.5)

# Joseph A. DeLuca

for identifying information



**Representative Engagement:** Project Executive for a contract with Middlesex County, NJ, to assist in their management and oversight of CARES Act relief funds distributed to the County. Oversees all DLA staff in its services, including: assisting in interpreting CARES Act guidance on the use of funds; assisting in the design, implementation, and management of programs to distribute funds to municipalities, small businesses and others; performing due diligence on the private businesses receiving funds; and performing sample audits of the applications received and approved for funding.

**Contract Dates:** July 2020 - present

**Reference:** Chief Financial Officer, Middlesex County [REDACTED]

**Representative Engagement:** Oversees and provides high level quality control on effort to perform a thorough review and analysis of the CARES Act and subsequent guidance to determine if language exists that might support local and state governments using CARES Act money for financial empowerment initiatives. Drafted a "guide" based on the research and analysis performed and presented the findings to the client.

**Contract Dates:** August 2020 - present

**Reference:** Principal, CFE Fund, [REDACTED]

**DeLuca Advisory Services (DLA)** | New York, NY

2018 - present

*Founding Principal and Project Executive*

- Lead team of veteran experts in offering a full-spectrum of investigative and advisory services to private- and public-sector clients.

**Secure Worker Access Consortium (SWAC)** | New York, NY

2018 - present

*Chief Compliance Officer*

- Ensures workplace compliance and personnel assurances for large public-private partnership adheres to best practices for security, safety, and risk management.
- Leads efforts to efficiently and effectively promote safe and secure work environments, improve operational quality and integrity, and maintain protections for workers' privacy and employment rights for thousands of private- and public-sector clients.

**K2 Intelligence** | New York, NY

2012 - 2017

*Executive Vice President, Americas Operation*

- Managed all aspects of Construction and Real Estate (C&RE) Services practice.
- Collaborated with Europe, Middle East, and Africa (EMEA) to develop CR&E globally.
- Managed and developed C&RE relationships with partners and vendors.
- Provided quality control over proposal development, project launch, and project closings.
- Evaluated potential acquisitions, investments, new products, offerings, and offices.
- Conducted investigations, due diligence, and litigation support for client matters.

**Thacher Associates** | New York, NY

1996 - 2012

*President and Co-Founder*

- Created the premier integrity risk management and corruption prevention and detection services in New York City, providing investigations and research, electronic due diligence, database services, forensic audits, risk assessments, business intelligence, compliance programs, and civil prosecutions to

- public- and private-sector clients.
- Provided monitoring and compliance programs directly to government agencies and private- sector contractors.
- Assisted government agencies in the management of Independent Private Sector Inspector General (IPSIG) programs.
- Shared responsibility for executive management of all key integrity monitorships, including Ground Zero, MTA Transit Projects, Scalandre, the Port Authority of New York and New Jersey's WTC Transportation Hub, Retail, and the National September 11<sup>th</sup> Memorial monitorships.
- Played key role in the development and refinement of the integrity risk management monitoring plans, and in the management teams that have overseen the implementation of those plans.

**New York City School Construction Authority (NYCSCA) | New York, NY** 1990 – 1996  
**Office of the Inspector General**

*Assistant Deputy Inspector General and Chief of Operations*

- Co-founded office along with the Inspector General at the request of New York State Governor Mario Cuomo.
- Conceptualized mission, structure, and methods.
- Developed, implemented, and staffed the Office of the Inspector General where none had previously existed: from site selection, office design, and computer/telephone/security systems purchase to hiring of attorneys, analysts, investigative engineers, and support staff.
- Managed four units central to the agency: investigative, research and analysis, intelligence, and MIS.
- Supported the Inspector General through problem identification; crime pattern assessments; the collection, storage and retrieval of intelligence; policy and procedure analysis; and development of policy recommendations to protect and improve the integrity of the SCA's construction process.
- Developed sophisticated structural and systems analysis programs aimed at prevention and detection; an intelligence capability complemented by proactive undercover operations; and a state-of-the-art computer system designed to facilitate the exchange and analysis of information within the agency and with other law enforcement entities.

**New York State Organized Crime TaskForce (OCTF) | New York, NY** 1980 – 1990

*Chief of Analysis and Investigator*

- Supervised research and analysis component of OCTF's construction industry project which culminated in two published reports to Governor Cuomo - Corruption and Racketeering in the New York City Construction Industry.

**New Jersey State Police | New York, NY** 1978 – 1980

*Chief Analyst*

- Participated in the pilot study of a New Jersey State Police Analysis Unit.
- Contributed to the Analysis Unit's expertise in designing and implementing intelligence analysis components, which heavily influenced and was drawn upon by many premier law enforcement agencies such as the FBI, Scotland Yard, and the Canadian and Australian Police Departments.

**West Virginia University | Morgantown, WV** 1976  
 Master of Public Administration

**Salem University | Salem, MA** 1975  
 Bachelor of Arts, Criminal Justice and Sociology

# Erin Longbothum



**Representative Engagement:** Project Manager for a contract with **Middlesex County, NJ**, to assist in their management and oversight of CARES Act relief funds distributed to the County. Works with Project Executive to manage DLA staff in its services, including: assisting in interpreting CARES Act guidance on the use of funds; assisting in the design, implementation, and management of programs to distribute funds to municipalities, small businesses and others; performing due diligence on the private businesses receiving funds; and performing sample audits of the applications received and approved for funding.

**Contract Dates:** July 2020 - present

**Reference:** Chief Financial Officer, Middlesex County, [REDACTED]

**Representative Engagement:** Supports efforts to perform a thorough review and analysis of the CARES Act and subsequent guidance to determine if language exists that might support local and state governments using CARES Act money for financial empowerment initiatives on behalf of the **CFE Fund**. Drafted a "guide" based on the research and analysis performed and presented the findings to the client.

**Contract Dates:** August 2020 - present

**Reference:** Principal, CFE Fund, [REDACTED]

**Representative Engagement:** Led monitoring and compliance engagement with the **NYS Governor's Office of Storm Recovery**. Oversaw team conducting due diligence and investigations, performing safety site visits for the Reconstruction and Elevation programs, and conducting audits of requisitions submitted by demolition contractors for the Buyout program.

**Contract Dates:** August 2016 – July 2019

**Reference:** Director of Investigations/Senior Counsel, GOSR, [REDACTED]

**Representative Engagement:** Led integrity oversight monitorship for **NJ Dept of Environmental Protection** for their HUD-funded Rebuild By Design resiliency projects in the Meadowlands and Hoboken.

**Contract Dates:** December 2017 – July 2019

**Reference:** Bureau Chief, NJ Dept of Environmental Protection, [REDACTED]

**Representative Engagement:** Subrecipient for **City of New York Build it Back** designing, implementing, and managing the Acquisition and Buyout Program and acting as a Contractor for the Multi-family Rehabilitation Program overseeing the scoping, contracting, and rehabilitation of private multi-family buildings.

**Contract Dates:** December 2012 – July 2016

**Reference:** Former Assistant Commissioner, Division of Storm Recovery & Resiliency, NYC Dept of Housing Preservation and Development, [REDACTED]

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## DeLuca Advisory Services (DLA) | New York, NY

2019 - present

### *Project Manager / Chief Operating Officer*

- Provides integrity monitoring, due diligence, investigative, advisory, and compliance-based services.
- Develops customized solutions for public and private sector clients specializing in risk management and disaster response.
- Conducts interviews of construction industry management and workers to identify waste, fraud, and abuse across programs.



- Conducts physical site assessments to identify and evaluate issues with personnel, site safety, security and contract compliance procedures and practices.
- Builds compliance programs for developers and general contractors.
- Oversees firm's work product to ensure client's needs are met and deliverables are of the highest quality.

**K2 Intelligence** | New York, NY

2016 - 2019

*Associate Managing Director*

- Managed disaster recovery projects such as the New York State Governor's Office of Storm Recovery monitoring and compliance task orders and the New Jersey Department of Environmental Protection's Rebuild by Design program.
- Led monitorships to ensure regulatory compliance and integrity of indicted contractors such as HAKS and SIMCO.
- Assisted in construction industry-related investigations and monitorships.
- Coordinated and oversaw staff and subcontractors performing safety and compliance site visits and requisition and change order reviews.
- Ensured contract compliance across K2's practice.

**Neighborhood Restore HDFC** | New York, NY

2013 - 2016

*Director of Program Development and Strategic Planning*

2009 - 2013

*Program Manager*

2008 - 2009

*Graduate Student Intern*

- Managed multi- and single-family construction projects from predevelopment to construction completion, which included developing scopes of work, reviewing bid pricing, designing contracts, conducting site inspections, negotiating change orders, and reviewing contractor requisitions.
- Developed financial models, administrative budgets, responses to Requests for Proposals, and program summaries.
- Provided grant writing technical assistance services to other non-profits seeking funding for affordable housing projects.
- Oversaw small homes affordable homeownership programs to purchase, rehabilitate, and sell single- and multi-family vacant, foreclosed, and abandoned homes in New York City.
- Led acquisition efforts of distressed properties by performing property and legal due diligence through liaising with lender/servicers, attorneys, and title companies.
- Prepared and submitted essential communications with program funders, including requisitions to fund expenses and negotiation of credit facility terms.
- Coordinated with City agencies to ensure proper handling and closeout for all environmental concerns and building violations, including Departments of Buildings, Sanitation, and Health.
- Secured organizational funding by developing relationships with foundations, non-profits, and government agencies and writing successful grant applications.
- Acted as risk manager and EEO officer, maintaining compliance with all programmatic and funding reporting requirements including CDBG funding, legal contracts and agreements, insurance coverage for office, employee, and property, and fidelity bond, D&O, E&O, property, liability, and vacancy policies.
- Managed a team of construction consultants, project managers, marketing staff, and graduate

interns for ongoing projects.

**Furman Center for Real Estate and Urban Policy** | New York, NY 2007 - 2008

*Research Assistant*

- Maintained student-run planning blog ([www.plannyc.org](http://www.plannyc.org)) with a team of peers.
- Provided real-time updates to a growing list of local development projects via news stories, publications, and relevant government policy decisions.

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**New York University Robert F. Wagner School of Public Service** | New York, NY 2009

Master of Urban Planning, Housing and Economic Development Specialization

**University of Vermont** | Burlington, VT 2004

Bachelor of Arts, Environmental Studies and German

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**Board Member, New York Housing Conference Rising Leaders' Network**

**Member, Professional Women in Construction**

**Member, Women Builders Council – 2018 Outstanding and Next Generation of Women Builders**

**Member, Women in Housing and Finance**

# Steven A. Pasichow, CIG, CFE



**Representative Engagement:** Project Executive for a contract with Middlesex County, NJ, to assist in their management and oversight of CARES Act relief funds distributed to the County. Manages DLA staff in its services, including: assisting in interpreting CARES Act guidance on the use of funds; assisting in the design, implementation, and management of programs to distribute funds to municipalities, small businesses and others; performing due diligence on the private businesses receiving funds; and performing sample audits of the applications received and approved for funding.

**Contract Dates:** July 2020 - present

**Reference:** Chief Financial Officer, Middlesex County, [REDACTED]

**Representative Engagement:** Leads efforts to perform a thorough review and analysis of the CARES Act and subsequent guidance to determine if language exists that might support local and state governments using CARES Act money for financial empowerment initiatives. Drafted a "guide" based on the research and analysis performed and presented findings to the client.

**Contract Dates:** August 2020 - present

**Reference:** Principal, CFE Fund, [REDACTED]

**DeLuca Advisory Services (DLA) | New York, NY**

2020 - present

*Executive Managing Director*

- Leads investigations for public- and private-sector clients.
- Leads a variety of integrity and compliance engagements.
- Provides guidance to clients on steps needed to establish a world-class ethics and compliance program and to implement necessary controls to minimize fraud.
- Provides oversight and subject matter expertise for federally funded disaster recovery initiatives.

**The Port Authority of New York & New Jersey (PANYNJ) | Hoboken, NJ**

**Office of Inspector General**

*Deputy Inspector General / Director of Investigations*

2014 – 2020

*Assistant Inspector General / Assistant Director for Investigations*

2004 – 2014

- Managed and directed the office responsible for investigating all fraud, corruption, waste, abuse, and other misconduct pertaining to all commissioners, officers, employees, and those doing business with the PANYNJ.
- **Led all aspects of the Fraud Prevention Program (2006 – 2020) for all large capital construction projects and crisis response initiatives, including oversight of the Integrity Monitors assigned to the World Trade Center Redevelopment Program, LaGuardia Airport Central Terminal Building Redevelopment Program, Newark Airport Terminal One Redevelopment Program, New Goethals Bridge, Bayonne Bridge Navigational Clearance Program, Lincoln Tunnel Access Program, and Hurricane Sandy Recovery & Resiliency Projects.**
- Oversaw all private-sector corporate Integrity Monitors employed to monitor firms that experienced integrity related issues (e.g., government investigations, Deferred Prosecution or Non-Prosecution Agreements) as a condition of continuing to perform on existing Port Authority contracts, or awarded new contracts.
- Managed additional prevention programs such as the Vendor Integrity Checks Program, Security Inspections / Penetration Testing Program, Integrity Awareness Program, and High-Level Employee and Applicant Background Investigations Program
- Oversaw three police oversight units responsible for investigating misconduct by employees of the

PANYNJ's Police Department.

**New York City Department of Investigation (DOI) | New York, NY**

*Assistant Commissioner*

1992 – 2004

- Coordinated agency-wide investigations into corruption, criminal activity, and conflicts of interest, and collaborations with law enforcement agencies and prosecutorial offices.
- **Managed all aspects of the DOI's Integrity Monitoring Program, including selecting and supervising Integrity Monitors assigned to private contractors, the workplans and budgets for their engagements, and their performance of the engagement (1996 – 2004).**
- **Oversaw the Integrity Monitors assigned to the clean-up operation at Ground Zero following the September 11<sup>th</sup> terrorist attacks (2001-2002).**
- Co-chaired the DOI's Training Program and Peace Officer Program.
- Chaired the DOI's Advisory Committee on Policy and Procedures, authoring and updating the agency's Investigative Policies and Procedures Manual.
- Oversaw the Inspectors General for the Department of Design and Construction, Department of Health, Department of Transportation, Office of the Chief Medical Examiner, and social services-related agencies.

*Inspector General, New York City Housing Authority (NYCHA)*

1995 – 2004

- Managed day-to-day operations of the Inspector General office responsible for NYCHA.
- Led investigations into corruption, criminal activity, and conflicts of interest for NYCHA.
- Collaborated with law enforcement agencies and prosecutorial offices throughout the course of and after investigations.
- Managed the Integrity Monitors engaged to oversee private contractors working on NYHCA projects.

*Supervising Inspector General*

1990 – 1992

- Served as Inspector General of all social services-related agencies, including what now constitute the Human Resources Administration, Administration for Children's Services, Department of Homeless Services, Department of Youth and Community Development, Department of Cultural Affairs, Department for the Aging, and Department for Employment.

*Inspector General, Human Resources Administration*

1988 – 1990

- Managed day-to-day operations of the Inspector General office responsible for many social services-related agencies, including what now constitute the Human Resources Administration, Administration for Children's Services, and Department of Homeless Services.

**New York City Department of General Services | New York, NY**

**Office of Inspector General**

*Inspector General*

1986 – 1988

*First Deputy Inspector General*

1984 – 1986

*Deputy Inspector General*

1981 – 1984

*Assistant Inspector General*

1979 – 1981

*Confidential Investigator*

1978 – 1979

- Led investigations into corruption, criminal activity, and conflicts of interest.
- Collaborated with law enforcement agencies and prosecutorial offices throughout the course of and after investigations.

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<b>Certified Fraud Examiner (CFE)</b>	2011
<b>Certified Inspector General (CIG)</b>	2000
<b>Farleigh Dickinson University</b>   Teaneck, NJ Master of Public Administration (Summa Cum Laude)	2008
<b>John Jay College of Criminal Justice, City University of New York</b>   New York, NY Bachelor of Science, Criminal Justice (Magna Cum Laude)	1978

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**New York City Department of Investigation Awards**

Outstanding Performance Award  
 Commissioner's Award for Sustained Superior  
 Performance Significant Contribution to a Major  
 Investigation Significant Contribution to a Major Report  
 Significant Contribution to a Major Project

**United States Department of Justice Award**

Award for Public Service

**John Jay College of Criminal Justice Award**

Distinguished Alumnus Award

**Association of Inspectors General**

Board Member / Executive Committee Member  
 Former President of the New York / New Jersey Chapter  
 Chair of Integrity and Chapter Committees  
 Member of Standards, Conference, Strategic Planning, and Training Committees

**Association of Certified Fraud Examiners**

# Michael Scotto, Esq



**Representative Experience:** While at DANY, Scotto supervised two investigations and the resulting prosecutions into bribery, fraud, and payroll related crimes in connection with recovery and rebuilding efforts after the attacks on the World Trade on September 11, 2001. Both dealt with organized criminal activity attempting to profit off the recovery efforts: One involved an organized crime affiliated firm engaging in WBE Fraud, Payroll related crimes, and Grand Larceny, and the second indictment brought under NY's Organized Crime Control Act against associates of organized crime who bribed government officials to allow payment on padded bills.

**DeLuca Advisory Services (DLA)** | New York, NY 2020 - present  
Provides legal oversight as needed in the performance of engagements.

**Michael A. Scotto, Esq.** | New York, NY 2013 - present  
Private practice of law, focusing on individual representation of clients involved in criminal matters in the construction industry and other regulated industries in State and Federal courts, related civil litigation and administrative proceedings.

**Nassau County Comptroller's Office** | New York, NY 2016 - 2017 As  
Deputy Comptroller for Audits and Investigations, supervised a staff of twenty performing audits and investigations relating to Nassau County Agencies and contractors doing business with the county, including reviews of healthcare services at the Nassau County Correctional Center, the operations of the County's Juvenile Detention Center and the Probation Department's Court Ordered Restitution Account.

**Meyer, Suozzi, English & Klein P.C.** | New York, NY 2012 - 2013 Of  
Counsel in the firms Litigation and Criminal Defense group. Practice includes representing individual clients, businesses, unions, and other entities in grand jury and internal investigations and civil and criminal matters. Complex motion practice in civil and criminal matters in State and Federal courts.

**New York County District Attorney's Office** | New York, NY 1989 - 2012

**Deputy Chief, Investigation Division** 2010 - 2012  
Responsible for training, policy and strategic planning involving long term investigations, wiretaps and grand jury investigations.

**Chief Rackets Bureau, Deputy Chief Investigation Division** 2010 - 2012  
Oversaw a staff of sixty, including twenty-five attorneys, twelve DA Investigators, six state troopers, five financial investigators, fifteen paralegals. Supervised Grand Jury presentations and trials. Reviewed applications for search warrants and eavesdropping warrants.

Investigations and Prosecutions included: corruption in the New York City construction industry in New York City, general construction fraud, organized crime control of construction trades and associated unions; tax evasion and money laundering; public corruption; violent labor coalitions; underpayment of prevailing wage; general construction fraud and terrorism.

**Chief, Labor Racketeering Unit/Construction Industry Strike Force**

2001 - 2010

Oversaw a staff of thirty, including ten attorneys, seven DA Investigators, seven state troopers, three financial investigators, six paralegals. Supervised Grand Jury presentations and trials. Reviewed applications for search warrants and eavesdropping warrants. Was responsible for supervising investigations and prosecutions in New York City Construction Industry, other industry-wide corruption, involving organized crime, trade unions, public work projects and public corruption.

**Assistant District Attorney, Labor Racketeering Unit**

1994 - 2001

Prosecuted complex criminal cases involving corruption and organized crime influence in New York City labor unions, the New York City Construction Industry, and theft of public money. Supervised teams of investigators, financial investigators, and paralegals; prepared applications for wiretaps and search warrants, presented evidence to grand juries, engaged in complex motion and trial practice.

**Assistant District Attorney, Trial Division**

1989 - 1994

Prosecuted street crime, including narcotics related offenses, robbery, burglary, larceny, assault. Presented cases to grand juries, argued suppression hearings; took twenty matters to trial. Also served as member of the Domestic Violence and Welfare Fraud Units.

**Education**

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**Brooklyn Law School** | Brooklyn, NY Juris Doctor

1989

**New York University, College of Arts and Science** | New York, NY Bachelor of Arts, Politics

1984

**Bar Admissions**

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New York State: December 1989

Southern District of New York: December 2002

Eastern District of New York: January 2003

# Matthew Gavin



Matthew Gavin is a senior forensic accountant who has led auditing and monitoring procedures for both private sector and governmental clients. The procedures were focused around the monitorship of large-scale construction projects and CARES Act funding programs, ensuring both procedural compliance and the mitigation of fraud, waste and abuse. Matt excels at bringing a detailed eye to client- and industry-specific needs throughout his work leading audits, problem- identification, monitoring, and developing improvement processes.

## DeLuca Advisory Services (DLA)

New York, NY

2020 - present

### Senior Forensic Accountant

- Leads the third-party auditing and accounting review of County level CARES Act funding to small businesses.
- Performs in-depth risk assessments for private- and public-sector clients.
- Leads audits, financial investigations, and economic analyses of accounting records.
- Conducts compliance audits to assess internal controls and agreement with policies set both internally and by government regulators.
- Assists project managers and engineering consultants to ensure projects follow budgets, timelines, and policies.
- Creates flow charts from employee interviews.
- Manages reviews of key documents, contracts, and partnership agreements.
- **Middlesex County (June 2020 – Present) – Leads the auditing procedures for the County's governmental grant program to ensure program compliance within the County's internal controls and effectively minimizes the risk of fraudulent payments.**  
Reference: Chief Financial Officer, Middlesex County, [REDACTED]

## K2 Intelligence

New York, NY

2019 - 2020

### Senior Forensic Accountant, Investigations and Disputes

- Conducted auditing and monitoring procedures for high-profile construction projects, with costs upwards of \$1.5 billion, which included reviews of change-orders, monthly requisition applications, procurement processes, and invoices.
- Worked closely with a law firm to prepare deposition for large-scale pharmaceutical fraud and money laundering case.
- Saved a client more than \$30,000 on time- and material-based change orders by disputing time entry support provided by subcontractors.
- **Bloomberg (~2018 – present) (worked September 2019 – March 2020):**
  - Conducted auditing procedures under the umbrella of integrity monitorship for a \$30 million construction project including change orders (T&M and agreed-upon pricing), invoices, requisitions (i.e. pencil and final), procurement procedures, and contract and job-site security compliance.
- **Javits Center Expansion Project (March 2017 – Present) (worked October 2019 – March 2020)**



- Conducted monitoring procedures on the \$1.5 billion expansion project including change orders (T&M and agreed-upon pricing), invoices, requisitions (i.e. pencil and final), job site monitoring, and contract compliance.

**Grassi** | Jericho, NY

*Senior Auditor*

2016 - 2019

- Supervised and led teams conducting financial statement audits, reviews, and compilations concentrated heavily in the construction, manufacturing, and distribution industries.
- Provided client- and industry-specific recommendations for business and process improvements.
- Identified and resolved accounting and financial statement issues according to U.S. GAAP, including new revenue recognition standards and WIP adjustments.
- Built and monitored WIP schedules based on client conversations, client knowledge, and client support of monthly requisitions, change-orders, and estimates such as completion percentage, cost to complete, and over and under billings.

**LIU-IQ Consulting** | Brookville, NY

2015

*Volunteer Consultant*

- Built mock financial statements and projected five-year estimates of future revenues, expenses, and cashflows for an international engineering company based in Brazil.
- Researched locations for company to base US warehouse by taking into consideration state laws, regulations, and tax implications.
- Researched pricing of materials by inquiring with various vendors throughout the US.

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**LIU Post, School of Professional Accountancy** | Brookville, NY  
Bachelor of Science, Accountancy

2017

**Fordham University, Gabelli School of Business** | New York, NY  
Bachelor of Arts, Business Administration with a concentration in Finance

2014

# Michael Carroll



**Representative Experience:** Michael Carroll is a veteran law enforcement professional with over 25 years of experience in investigations, compliance and risk management. Mike has held high-profile executive leadership positions overseeing major public and private sector investigations, including supervising 400 employees and all New York City Inspector Generals across every City agency while Deputy Commissioner for the New York City Department of Investigation (“DOI”). Mike is particularly well-versed in handling complex compliance programs and conducting in-depth risk assessments to improve policies and procedures of large organizations. Mike was also the Director of DOI’s Integrity Monitoring Program and was tasked with hiring private investigative and auditing firms to provide integrity monitoring services for capital projects throughout New York City. As an example, Mike managed the integrity oversight of the post Hurricane Sandy cleanup and construction from 2012 to 2017, to include the oversight of over \$3 billion in Federal aid allocated for construction, managing five integrity monitoring firms and their \$15 million budget, and supervised all fraud related investigations.

**Reference:** [Redacted] Commissioner DOI (former), [Redacted]

**DeLuca Advisory Services (DLA) | New York, NY** 2019 - present

## Senior Advisor

- Provides integrity monitoring, due diligence, investigative, and compliance-based services and solutions to public and private sector clients.
- Directs investigative operations.
- Manages client relationships.
- Oversees the issuance of risk assessment reports and policy and procedure recommendations to clients.
- **Representative Engagement:** Senior Advisor – Due Diligence for a contract with **Middlesex County, NJ**, to assist in their management and oversight of CARES Act relief funds distributed to the County. Works with Project Executive to manage DLA staff to perform due diligence on the private businesses receiving funds. **Contract Dates:** July 2020 - present  
**Reference:** Chief Financial Officer, Middlesex County [Redacted]
- **Representative Engagement:** Project Manager for efforts to perform a thorough review and analysis of the CARES Act and subsequent guidance to determine if language exists that might support local and state governments using CARES Act money for financial empowerment initiatives on behalf of the **CFE Fund**. Drafted a “guide” based on the research and analysis performed and presented findings to the client.  
**Contract Dates:** August 2020 - present  
**Reference:** Principal, CFE Fund [Redacted]

**K2 Intelligence | New York, NY** 2018 - 2019

## Managing Director

- Co-led the Construction and Real Estate group
- Worked with clients to solve problems in the construction industry, to ensure regulatory compliance demands are met, and to identify and eliminate vulnerabilities that make clients susceptible to fraud
- Developed compliance programs that ensure companies meet the demands of government agencies, that worker safety measures are in place, and that companies are protected from theft and other forms of corruption.
- Managed complex construction-industry investigations focusing on matters including prevailing wage, MWBE fraud, organized crime, theft, and worker safety.

**New York City Department of Investigation (DOI) | New York, NY**

*Deputy Commissioner of the Investigations Division*

2015 - 2017

*Associate Commissioner*

2013 - 2015

*Assistant Commissioner*

2009 - 2013

*Inspector General*

2007 - 2009

*Deputy Inspector General*

2005 - 2007

*Chief Investigator*

2004 - 2005

- Oversaw more than 300,000 City employees and contractors seeking or engaging in business with the City of New York, and other members of the public who engage in corrupt, illegal, or unethical conduct involving the City.
- Directed all aspects of the Investigations Division, providing supervision and management to a staff of over 400 employees including investigators, attorneys, auditors, supervisors, and support staff assigned to Inspectors General Offices at DOI.
- Performed security assessments at government buildings to identify vulnerabilities and to provide policy and procedure recommendations necessary to correct deficiencies.
- Managed a multi-million-dollar annual budget for investigative consultants that provide integrity monitoring for DOI on large scale projects.
- Directed the integrity oversight of post-Hurricane Sandy cleanup and construction by the City, including oversight of \$3 billion in construction projects, managing five integrity monitoring firms and their collective \$15 million budget, and supervising all fraud related investigations.
- Provided executive oversight for the entire Investigations Division, including 11 investigative squads, the Digital Forensics Unit, Special Operations (tech equipment, command center, evidence collection, covert services, etc.), and the Vendor Integrity Unit.
- Served as a Commanding Officer of DOI's Training Academy.
- Directed criminal investigations focused on financial fraud, theft, organized crime, the construction trade, bribery, narcotics, political corruption, etc.
- Ensured that arrests, interviews, search warrants, wiretaps, evidence collection, covert operations, surveillances, and all other aspects of field operations were supervised and executed properly.
- Coordinated and reviewed complex reports to City agencies and other government entities that detailed investigative findings and/or identified corruption and security hazards.
- Oversaw internal DOI investigations involving allegations of criminality and/or misconduct.
- Managed a staff that conducted background investigations on contractors and subcontractors that wanted to do business with the City of New York.
- Oversaw the process for creating and issuing hundreds of policy and procedure recommendations annually to all New York City agencies.
- Engaged in frequent public speaking engagements, including presentations to law enforcement agencies in the US and abroad.

**JetBlue Airways | New York, NY**

2011

*Investigations and Corporate Security*

- Managed all investigations across the United States, including theft, embezzlement, narcotics trafficking, money laundering, security breaches, and employee misconduct.
- Supervised security assessments conducted at all JetBlue airports.
- Reviewed and edited investigative reports.
- Liaised with local, state, and federal law enforcement and regulatory agencies.

**District of Columbia Inspector General's Office** | Washington, DC 2002 - 2004  
*Special Agent / Criminal Investigator*

- Led investigations of government corruption.

**New York City Police Department** | New York, NY 1992 - 2001  
*Detective Investigator*

- 43<sup>rd</sup> Precinct Detective Squad
- Community Policing Patrolman
- Street Narcotics Enforcement
- 42<sup>nd</sup> Precinct Patrolman/Community Policing

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**Association of Certified Fraud Examiners** 2007  
Certified Fraud Examiner (CFE)

**John Jay College of Criminal Justice** | New York, NY  
Master of Arts, Criminal Justice

**New York City Police Academy** | New York, NY  
6 month training program

**College of Mount Saint Vincent** | Bronx, NY  
Bachelor of Arts, Psychology

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**St. Thomas Aquinas College** 2000 - 2014  
Adjunct Professor, Criminal Justice

# Robert C. Joyce



Robert Joyce acts as Senior Investigator for DeLuca Advisory Services. He is an accomplished, highly organized, dedicated professional with proven, long-term experience working on complex matters, and developing practical, operational solutions. Self-motivated, polished, conscientious, and discreet. Successfully handles large varieties of tasks using strong communication, organization, and multi-tasking skills in high-pressure environments. Problem-solver respected for contributing ideas, developing solutions, and having a can-do attitude.

## DeLuca Advisory Services LLC | New York, NY

*Senior Investigator*

2020

## The Port Authority of New York & New Jersey (PANYNJ) | Hoboken, NJ

### Office of Inspector General

*Assistant Director, Investigations*

2015 – 2020

*Investigative Manager*

2013 - 2015

*Supervising Police Investigator*

2009 - 2015

*Principal Investigator*

2008 - 2009

- Supervises and conducts complex investigations involving corruption, misconduct, conflicts of interest, mismanagement, etc., concerning the Port Authority of NY & NJ ("Port Authority").
- Responsible for writing and editing reports relating to Office of Inspector General ("OIG") investigations.
- Builds and maintains relationships with other law enforcement, operational, executive, outside stakeholders, individuals and offices.
- Responsible for administrative functions within the OIG office, including personnel actions, equipment, computer systems, vehicles, etc.
- Supervises and conducts background investigations of businesses pending contract awards with the Port Authority, and of individuals pending hire by the Port Authority.
- Develops and implements training for the OIG staff on a variety of topics, including investigations, interviews, computers, certifications, advanced education, etc.

## New York City Department of Investigation (DOI) | New York, NY

*Associate Commissioner/Assistant Commissioner*

2006 – 2008

Was responsible for supervising four units which investigate the following New York City ("City") Departments: Transportation, Design & Construction, Finance, Tax Commission, Tax Tribunal, Payroll Administration, Economic Development, Consumer Affairs, Administrative Services, Records, and the Civil Service Commission. Was Responsible for maintaining professional relationships with the management of these Departments in order to ensure that they operated efficiently, and without waste and corruption. Was also responsible for administering the Department of Investigation's (DOI) training program, and the operation of the Integrity Monitor Program. On a continual basis, was assigned to supervise and conduct special major cases with DOI executive staff and prosecutors.

*Inspector General*

1999 – 2006

Was responsible for supervising a unit which investigates and monitors the Department of Citywide Administrative Services and the Department of Records & Information Services. Was responsible for all aspects of policy formation and operational activity. Served as a liaison to the executive and managerial staff of those Departments, and to local, state, and federal law enforcement agencies. During his tenure in this position, he was responsible for over 185 arrests, resulting from 55 separate investigations, and the recovery of significant funds to the City from these investigations.

One such case resulted in the arrest of 18 current and former tax assessors of the Department of Finance who were involved in a complex conspiracy that resulted in a loss to the City of approximately \$40 million per year. This is reported as being the single largest tax fraud and corruption case in the City's history. These financial recovery efforts led to the significant recoupment of stolen government funds. Worked with the Department of Finance to make recommendations to improve the tax assessment system, thereby reducing the potential for future corruption.

*Manager*

2002 - 2004

Was responsible for supervising the Citywide Information Security Architecture, Formulation, and Enforcement ("CISAFE") Unit. This Unit was mandated with the responsibility for the design and implementation of an Information Technology ("IT") Security Program for the City and its constituent agencies. The Unit developed, instituted, and enforced compliance with the IT Security policies and directives. The CISAFE Unit had the responsibility for IT forensic investigations within the Department's jurisdiction. This included the seizing, preserving, and analyzing of computer/network information, equipment, and evidence during confidential investigations.

*Acting Inspector General*

1998 - 1999

*First Deputy Inspector General*

1996 - 1998

Was responsible for all operational functions of the Procurement, Real Property and Finance Unit. This Unit monitored and investigated several City Departments including Finance, Parks & Recreation, Financial Services Agency, Tax Commission, Payroll, and Information & Technology Management. Was responsible for supervising the investigative and administrative activities of the Unit, and ensuring professional and productive performance by the Unit staff.

*Deputy Inspector General*

1989 - 1996

Developed and supervised a unit that investigated matters including capital construction, financial fraud, management deficiencies, bribery, and computer crimes. These investigations resulted in numerous arrests, convictions, improvements in procedures, and recoupment of government funds. One such investigation entailed the return of \$2 million on contracts worth \$85 million. Additionally, served as a special investigator to the executive staff on high-level investigations such as Lockheed/PVB, NYPD Community Policing, and Kings County Hospital.

*First Assistant Inspector General*

1989 - 1996

Managed and supervised a unit that investigated white-collar crime and corruption matters, including contract fraud, public official misconduct, telecommunications crimes, and leasing fraud. One such investigation resulted in the identification and arrest of 13 individuals who were engaged in a significant scheme to compromise and misappropriate government telecommunications systems.

**New York City Department of General Services | New York, NY**

*Assistant Inspector General/Director of Security*

1984 - 1987

Was responsible for supervising two distinct units, specifically, the Municipal Security Unit, and an investigative unit. In the Security Unit, was responsible for the safety and protection of New York City government office buildings, courthouses, field sites, and computer facilities. Supervised a staff of 25 to 30 security personnel and instituted numerous citywide programs for protecting personnel and property. In the investigative unit, was responsible for supervising and conducting investigations of property theft, check fraud, and falsifications of official records.

*Assistant Director of Security*

1981 - 1984

Was responsible for developing and implementing numerous programs designed to advance the protection of personnel and property, including alarm system design and installation, and computerized incident tracking systems. Supervised a unit that conducted investigations of criminal activity affecting City agencies.

## Sheraton Centre Hotel

Security Officer

1981–1981

- Was responsible for ensuring the safety of the hotel facility, the hotel guests, and visitors by enforcing security procedures, protocols, and enforcement.

## National Safety Council

Certified Defensive Driver Instructor

2006 – Present

- Provided National Safety Council (NSC) Defensive Driver Course (DDC) training as a Certified Instructor to law enforcement personnel and civilian personnel of the New York City Department of Investigation, as well as attendees from their families and other government agencies. Provide interactive, educational, and topical training sessions which serve to educate attendees in an environment conducive to learning.
- Attends periodic NSC DDC Certified Instructor training course to stay current with training material and requirements. Conducts independent research to identify topical and interesting training items.

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## Farleigh Dickinson University | Teaneck, NJ

2013

Master of Public Administration Public, Transportation

## Certified Fraud Examiner (CFE)

2010

## St. John's University | Queens, NY

Bachelor of Science – Criminal Justice

1981

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Police Officer in New York and New Jersey

2010 – Present

United States Special Deputy Marshal Status

2010 – 2017

New York State Peace Officer

1993 – 2008

## The Association of Inspectors General New York/New Jersey Chapter

2012 – 2020

Secretary

## Fraternal Order of Police

Lodge 29, Secretary

## New York City Department of Investigation Awards

Commissioner's Award Bravery in

Duty Outstanding Investigative

Performance Award Special

Achievement Award Nominee

Special Achievement Award, Major Investigation Inclusion in OCTF

Report to the Governor Outstanding Service Award

Notary Public, State of New York

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# Frederick T. Martens



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<b>Complex Litigation Sciences, LLC</b> <i>Owner and President</i>	1994-2020
<b>Thacher Associates</b> <i>Director of Investigations</i>	2000-2009
<b>Claridge Casino Hotel</b> <i>Director of Corporate Investigations</i>	1994-2000
<b>Pennsylvania Crime Commission</b> <i>Executive Director</i>	1987-2000
<b>New Jersey State Police</b> <i>Detective/Lieutenant</i>	1967-1987
<b>United States Air Force</b> <i>Monitorships</i>	1962-1966
<b>World Trade Center</b>   New York, NY	2001-2002; 2006-2008
<b>Republic of Northern Ireland</b>   Belfast, Northern Ireland	2005
<b>City of New Orleans following Hurricane Katrina</b>   New Orleans, LA	2008
<b>Massachusetts Bay Transportation Authority</b>   Massachusetts, USA	2004

*Various trade unions and businesses throughout the New York Metropolitan Area.*

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<b>Private Detective</b>   State of New Jersey <i>License #4997</i>	1994-2020
<b>Private Detective</b>   State of California <i>License #P121841</i>	1994-2020
<b>Key Casino Employee License</b>   State of New Jersey	1994-2000
<b>Fordham University</b>   Bronx, NY Master of Arts	
<b>John Jay College of Criminal Justice, City University of New York</b>   New York, NY Master of Arts	
<b>Farleigh Dickinson University</b>   Rutherford, NJ Bachelor of Arts	



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### Memberships

**Vidocq Society** | Philadelphia, Pennsylvania

**Global Initiative Against Transnational Organized Crime** | Geneva, Switzerland  
**International Association for the Study of Organized Crime** | Geneva, Switzerland

**Law Enforcement Action Partnership** | Medford, Massachusetts

**Marines Memorial Association** | San Francisco, California

**Former Troopers Association** | West Trenton, New Jersey

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### Expert Witness Qualified

Commonwealth of Pennsylvania, *D'Elia v. Penn. Crime Commission* (521 Pa. 225)

Federal District Court, District of New Jersey. *U.S.A. vs. Mark Cocchiola* (438F.3d 256)

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### Publications

- *We'll Make You an Offer You Can't Refuse: A Primer on the Investigation of Public Corruption* (2015)
- "Fifty Years Fighting Organized Crime and Corruption: An Interview with Frederick Martens;" *Trends in Organized Crime* (Spring 2014)
- *Police Intelligence in Crime Control* (1983)
- Numerous articles in professional journals and publications
- Reviewer for Criminal Law Criminal Justice Book Reviews, Rutgers School of Law and School of Criminal Justice

# Patrick C. Aramini



Senior Security, Public Safety Executive with diversified law enforcement background and significant management experience in the Sports and Entertainment Industry. Background includes: Major organized crime investigations, media and public relations, physical security surveys, celebrity security, design and presentation of training, management of police services for five major sports facilities and hundreds of major public events.

**Aramini Investigations** | Sussex, NJ present  
*New Jersey Licensed Private Detective*

**The Meadowlands Sports Complex and Monmouth Park Racetrack** | New Jersey 2002-2019  
*Executive in charge of law enforcement and security operations*

- Managed a permanent staff of 20 managers.
- Managed event staff of up to 400.
- Managed an annual budget of \$5 million.
- Public Safety planning for 210 events which attracts approximately 3 million visitors annually.
- Security responsibility for racing gaming operation handling over \$500 million annually.
- Value of physical plant and related assets \$250 million.
- Acted as Liaison with 5 major league sports franchises, promoters, producers, and college officials.

**New Jersey State Police** | New Jersey 1973-2002

- Began as a Uniformed Patrol Trooper and was promoted several times. Was assigned to special investigations of the most sensitive nature. Worked with Federal and International police agencies on highly confidential matters. Lead operative in two-year long State Police clandestine operation, which successfully infiltrated organized crime. Retired Rank of Lieutenant, Meadowlands Sports Complex Station. Assigned to Meadowlands Sports Complex from 1984 to 2002.
- Managed police and security operations for: The 1994 World Cup, a 1996 Papal Visit and Mass in Giants Stadium, The 1996 NCAA Final Four, 1999 Woman's World Cup, 1995, 2000 and 2001 NJ Devils Stanley Cup Championship Series Games and related celebrations, 2007 Breeders Cup/Monmouth Park Racetrack. Security Management Team for the 2014 Super Bowl XLVIII.
- In response to changing international circumstances, developed anti-terrorism plans and procedures for the Meadowlands Sports Complex. Utilized all specialized assets of the New Jersey State Police and federal law enforcement agencies.
- Led the investigation of and successfully concluded several cases of white-collar crime.
- Principal planner for disaster contingencies. Assisted in developing evacuation and fire emergency plans, etc. for up to 100,000 people.
- Was responsible for ensuring the public safety of 9 million patrons annually.
- Was responsible for all internal investigations for the New Jersey Sports and Exposition Authority. Conducted numerous investigations of patrons and mutuel clerks at Monmouth and Meadowlands Racetracks for ten precenting, forgery, illegal betting, and loan sharking.
- Was responsible for enforcing all Racing Commission rules and integrity of Racing at Meadowlands and Monmouth Park Racetracks front side and backstretch.
- Organized and directed unique drug suppression programs against illegal use of controlled substances by fans at major sporting events.
- Provided law enforcement expertise during labor disputes involving professional athletes, network television technicians and others. Oversaw public safety aspects of picketing.
- Represented the Sports Complex at meetings, conferences and on business social occasions. Made presentations to prospective clients of the Complex. Explained public safety security precautions.

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**New Jersey State University** | New Jersey  
BA Political Science

1977

**Upsala College** | East Orange, New Jersey  
Bachelor of Science, Criminal Justice (Magna Cum Laude)

*Approximately 100 courses in various law enforcement and security topics*

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**New Jersey Domestic Security Preparedness Task Force**

2002-2012

*Infrastructure Advisory Committee member*

- Responsible as Assistant Chair to the Sports and Entertainment Sector to ensure all Stadiums and Arenas in the State of New Jersey comply with a Best Practices Policy for all sporting events in the event of an emergency situation caused by a national disaster, terrorist act or civil disturbance.

**Connecticut State Police Division of Homeland Security**

2001-2009

*Advisor*

- Tasked with developing security procedures for the new Rentschler Field Football Stadium in East Hartford, Connecticut, home to the University of Connecticut.

**Newark FBI Office, Counter Terrorism Task Force for Meadowlands Sports Complex.**

*Former liaison*

- Attended seminars and workshops on Counter Terrorism procedures conducted by New Jersey State Police and FBI.

**Interstate Law Enforcement Association** | Sussex, New Jersey

*President and Treasurer*

**Federal Law Enforcement Foundation** | New York, New York

*Member*

**Vernon Township and Franklin Borough Police Departments Promotional Review Board** | New Jersey, USA

*Member*

**Sheriff's Department** | Rockland County, New York

ATAG Unit (Anti-Terrorism Analysis Group) Sworn Law Enforcement Officer

*Former member*

**Bergen County Police Athletic League** | Hackensack, New Jersey

*Former Vice President*

**Trans-Hudson Transportation Task Force** | New York, NY

(Emergency Evacuation Procedures for New York City)

*Former Member*

**New Jersey Mothers Against Drunk Driving (M.A.D.D.) State Operating Council**

*Former Member.*

**Board of Trustees Sussex County Community College.**

*Former Member*

**Board Member of the Sussex County 200 Club**

Successful Income Tax Preparation Business and Notary Public for 35 years in Sussex County

# Jasmin Jack



Jasmin Jack is a forensic investigator and auditor with experience accumulating evidence of fraud and abuse, conducting complex reviews of major development projects, and doing undercover work. She is particularly skilled at conducting in-depth research, interviewing and interrogation techniques, as well as cyber investigations.

**Representative Engagement:** Assisting Middlesex County, NJ, in their management and oversight of CARES Act relief funds distributed to the County by performing due diligence on the private businesses receiving funds; and performing sample audits of the applications received and approved for funding.

**Contract Dates:** July 2020 - present

**Reference:** Chief Financial Officer, Middlesex County, [REDACTED]

**Representative Engagement:** After Hurricane Sandy, managed a team to conduct an audit of the recipients of FEMA funds disbursed as part of the insurance claims.

**Engagement Dates:** October to December 2015

**Reference:** Deputy Chief of Investigations, NYS Inspector General, [REDACTED]

**DeLuca Advisory Services (DLA)** | New York, NY

2019 - present

*Investigator*

- Runs investigations from start to finish, including collecting intake information, determining the scope, creating investigation plans, collecting and analyzing evidence, conducting fact-finding interviews, making visual observations, and applying facts to set policies.
- Responds to incidents and implements policies, procedures, and operating guidelines related to investigating complaints.
- Conducts complex investigations into construction fraud with a focus on monitoring public and private construction projects for evidence of various types of maleficence, safety issues, and wage compliance.
- Provides clients with detailed, high-quality reports that effectively communicate the results of investigations.
- Provides training, guidance, and support to clients on-site.

**New York State Offices of the Inspector General** | New York, NY

*Investigator / Investigative Auditor*

2012 - 2019

*Intern*

2012

- Performed complex reviews and investigations of fraud, corruption, criminal activity, and abuse within entities conducting business for and with New York State on several high-profile, large infrastructure projects.
- Conducted detailed and quantitative analysis of business reports, financial records, video surveillance, phone records, and other data using programs such as Excel, Word, Access and PenLink.
- Performed several undercover operations in conjunction with Federal and State investigations.
- Utilized investigative databases to collect data to present findings to prosecutors.
- Testified in grand jury and criminal trial courts as part of a Federal investigation.
- Won the NY State Academy for Public Administration 2014 Public Service Team Excellence Award.
- Assisted investigators, investigative counsel, and auditors in preparing expense reports, bank records, and receipts for fraud cases.
- Assisted various staff with special projects and requested documentation.

**United States Postal Inspection Service** | New York, NY 2011  
*Mail Fraud Intern*

- Arranged financial records in Excel for presentation in court for fraud cases.

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Participated in field work including background investigations of potential suspects. **CUNY John Jay College of Criminal Justice** | New York, NY  
Advanced Certificate in Criminal Investigations 2017

**CUNY John Jay College of Criminal Justice** | New York, NY 2012  
Bachelor of Science, Economics with a specialization in Forensic Financial Analysis  
Member of Omicron Delta Epsilon – the International Economics Honor Society  
Dean’s List (2010-2011)

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**OSHA- Construction Safety & Health Training** 2020

**Association of Inspectors General: Advanced Interviewing Techniques Training** 2019

**NYS Division of Criminal Justice Services: Social Network Investigations Training** 2016, 2015

**NYS Division of Criminal Justice Services: Cellular Phone Investigations Training** 2014

**NYS Division of Criminal Justice Services: Basics Course for Peace Officers** 2014

**NYS Division of Criminal Justice Services: Criminal Debriefing Training** 2014

**NY/NJ High Intensity Drug Trafficking Area – Interview and Interrogation Training** 2013

# Experience of Bidder on Similar Contracts (4.2.6)

## DeLuca Advisory & Consulting Services

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# Team Experience

## Experience of Bidder on Similar Contracts (4.2.6)

Client: Middlesex County, New Jersey

**Reference:**

[REDACTED]  
County Administrator  
[REDACTED]

**Reference:**

[REDACTED] CFO

**Project Timeframe:** July 2020 to Current

**Project Description:** The County has established a municipal reimbursement application process for County Municipalities to seek Stimulus Funds to reimburse them for COVID-19 related costs, thus far. The County is in the process of establishing other programs to provide financial assistance to County businesses. The municipal reimbursement application process commenced on June 22, 2020, and many applications have already been submitted for consideration. The County desires to quickly review these applications and distribute the Stimulus Funds to those in need. Likewise, the County wants to quickly establish other business financial assistance programs and distribute the funds promptly. However, the County also desires to ensure that their programs and application processes are best in class and not subject to fraud. To accomplish this objective, the County desires to retain a third-party consultant with the appropriate expertise, to assist the County with establishing these programs and to review the applications.

**The County requested the following Scope of Services (“Services”) from DLA:**

In the interests of preventing, and detecting fraud, waste, and abuse involving any of the Stimulus Funds received by the County, and that the County will disburse to the Municipalities and businesses, the County retained the services of DLA to provide guidance on the CARES Act, to assist with the establishment of various programs, and to review relevant applications. The County has expressed concerns not only about the economic vitality of its businesses, but also about the return of the Virus and emergency preparedness for the fall season.

- A. Assist the County in establishing its own CARES Act Small Business Emergency Assistance Grant Program (“SBEA Grant Program”). The assistance provided will include: understanding the requirements around the SBEA Grant Program established by the New Jersey Economic Development Agency (“NJEDA”); developing an understanding of which of the NJEDA requirements were implemented on top of any underlying Federal requirements; assisting the County in choosing which requirements from the CARES Act and/or NJEDA program must be kept vs. those which the County can remove if desired. Recommend to the County the best in class SBEA Grant Program to accomplish the County’s goals in assisting County businesses with financial assistance. Perform a sample review of the SBEA Grant Program applications submitted to the County to identify any weaknesses in the application review process that might create an opportunity for the approval of ineligible grants or those that might contain fraudulent information. Recommend to the County any revisions to the application review process.

Subsequently, perform a review of individual applications, on an as-needed basis, to provide additional validation and vetting for expenses.

- B. Perform a sample review of the CARES Act Reimbursement applications submitted by County Municipalities to identify any weaknesses in the application process that might create an opportunity for the approval of ineligible reimbursements or those that might contain fraudulent expenses. Recommend to the County any revisions to the application review process. Perform a review of individual applications, on an as-needed basis, to provide additional validation and vetting for expenses.
- C. Perform a sample review of the CARES Act CDBG Applications to identify any weaknesses in the application process that might create an opportunity for the approval of ineligible grants or those that might contain fraudulent expenses. Recommend to the County any revisions to the application review process. Perform a review of individual applications, on an as-needed basis, to provide additional validation and vetting for expenses.

Client: Cities for Financial Empowerment Fund

**Reference:**

[REDACTED]

Principal

[REDACTED]

**Reference:**

[REDACTED]

**Project Timeframe:** March 2020 – present

**Project Description:** DLA was engaged by the Cities for Financial Empowerment (“CFE”) Fund in March 2020 to perform a thorough review and analysis of the CARES Act to determine if language exists that might support local and state governments using CARES Act money for financial empowerment initiatives, including, but not limited to, one-on-one financial counseling and banking access programs for low and moderate-income individuals impacted by COVID-19. Additionally, DLA has performed a thorough review and analysis of documentation released by the Federal government that provides clarification and guidance on the permissible use of CARES Act money. As a result of this research, we provided a guide summarizing the review of the CARES Act and related documents highlighting language that appears to support the use of CARES funding for financial empowerment initiatives, specifically offering details on the direction and tactics CFE Fund grantees can use in their efforts to secure CARES Act funding. Finally, we have presented the findings to CFE Fund staff and will also present to grantees, upon request, through virtual learning community events.

Client: Bloomberg Philanthropies

**Reference:**

[REDACTED]

Principal

[REDACTED]

**Reference:**

[REDACTED]

Partner, Kobre & Kim LLP

[REDACTED]

**Project Timeframe:** March 2020 - present

**Project Description:** Since the onset of the Coronavirus pandemic and subsequent stay at home orders, DLA has teamed with Bloomberg Philanthropies to provide advisory services to the Conference of Mayors. In early April, DLA presented on the webinar entitled “COVID-19 Local



Response Initiative: City Fiscal Tracking and Federal Reimbursement". DLA worked alongside Rose Gill, the Principal at Bloomberg, to outline critical steps to take, available resources, and service offerings for governments in response to crisis. The Bloomberg program has highlighted established best practices and provided tutorials to city leaders on how to apply for and receive aid, and how to monitor expenses to ensure proper accounting. These new supports are delivered through a partnership between Bloomberg Philanthropies and the United States Conference of Mayors, and is part of Bloomberg Philanthropies COVID-19 Local Response Initiative. DeLuca Advisory Services is part of a team of companies tapped by Bloomberg Philanthropies to generate a robust set of support services and resources that will help local leaders combat the Coronavirus and protect the social and economic well-being of cities.

Client: State of New Jersey's Department of the Treasury

**Reference:**

[REDACTED]  
Acting Director, Office of Management and Budget, NJ Dept of Treasury  
[REDACTED]

**Reference:**

[REDACTED]  
**Project Timeframe:** January 2014 – October 2015

**Project Description:** The State of New Jersey, through a competitive process, prequalified firms to provide auditing and integrity monitoring, among other services, on a large number of Superstorm Sandy recovery and rebuilding projects. The firms were selected on a per-engagement basis through individualized responses to proposals. DLA Team members provided integrity monitoring services for several engagements of varying size, including—the City of Elizabeth's Veterans Memorial Waterfront Park and the City of Perth Amboy's Marina and Walkways--as well as New Jersey Transit's Gladstone Project funded by FTA and the New Jersey Department of Environmental Protection's multi-billion dollar Rebuild by Design Program funded by CDBG.

DLA team members were involved in the performance of risk assessments and recommended loss prevention strategies to prevent duplication of benefits, inefficiency, fraud, waste, abuse, malfeasance and mismanagement of funds; determining if appropriate compliance systems and controls related to internal controls, procurement, contracting, compliance, cost eligibility, contract management, invoicing, and payment, are in place to comply with applicable State and Federal guidelines and regulations and to test and monitor control environments.

Client: New York State Governor's Office of Storm Recovery

**References:**

[REDACTED]  
Director of Investigations/Senior Counsel  
[REDACTED]

**Project Timeframe:** July 2014 – July 2019

The reviews were designed to detect and deter fraud and non-compliance with the policies and procedures in place, from the application and eligibility process through grant award. These exhaustive reviews often entailed tight deadlines that we always met. These included examinations of thousands of data files related to the processing of claims, such as program eligibility criteria; verifications, and possible duplications of benefits; proof of damage; insurance claims; affidavits; tax filings; proof of business viability; anti-fraud, waste and abuse (AFWA) verifications; and other required documentation. The reviews were conducted using internally designed testing protocols

that were developed for and approved by GOSR. From time to time, we optimized our procedures in recognition of the fact that a “one size fits all” approach is not feasible in an ever-evolving business environment.

**Project Description:** DLA Team members have provided monitoring and compliance oversight, auditing, and investigative services as monitor and consultant for the Governor’s Office of Storm Recovery (GOSR) for various programs including but not limited to, Small Business Recovery, Rebuild and Reconstruction, Multi- Family Housing, and Buyouts and Acquisitions, reporting to the Director of Investigations/Senior Counsel and General Counsel. DLA Team members acted as project executives and project managers, overseeing teams for various GOSR assignments including onsite and desk audit monitoring activities. This included performing special investigative assignments and due diligence screens of dozens of contractors and sub- recipients. We have also helped design vendor screening protocols; performed site security assessments; made recommendations to strengthen MWBE and Section 3 reporting; ensured that procedures and expenditures complied with the Department of Housing and Urban Development (HUD) Community Development Block Grant Disaster Recovery (CDBG-DR) requirements; performed risk assessments of policies and procedures relating to assistance application processing, and performed reviews to ensure that those policies and procedures were complied with.

Client: Port Authority of NY & NJ Office of Inspector General

**World Trade Center Projects Transportation Hub, Memorial, Museum and Visitor Orientation and Education Center, Chiller Plant, Retail, & Superstorm Sandy Cleanup**

**References:**

██████████ Senior Counsel  
Office of Inspector General  
██

**Date Services Provided:** September 2001 - December 2018 (Cleanup/Rebuilding) October 2013 – December 2018 (Superstorm Sandy)

**Project Description:** DLA Team members served as the Integrity Monitor for the PANYNJ’s Office of the Inspector General (“PAOIG”) on several Federally funded, including FEMA and FTA, projects at the World Trade Center (“WTC”) site during the rebuilding of the site following the 9/11 terrorist attacks and in the aftermath of Superstorm Sandy, including the Hub and Memorial projects. These \$4.5 and nearly \$1 billion PANYNJ projects involve the construction of a major mass transit hub and related infrastructure, and a major excavation and construction project. The monitoring teams’ findings and recommendations resulted in improvements to project processes and integrity controls in the areas of procurement, subcontractor vetting, requisition reviews, environmental and safety compliance, prevailing wage compliance, and M/WBE program compliance on both projects.

At the Hub, the monitoring team evolved and adapted its management approach to address the complexities it encountered on this project. Not unlike a hospital complex, the campus environment of the WTC created specialized integrity risks related to such issues as overlapping needs for use of common space, overlapping work rules (and resulting feather-bedding abuses), and allocation of liabilities for change orders. By using a team- building, cooperative approach with operational personnel from the PA and the contractors, the monitors devised solutions to a myriad of problems that rationalized the competing demands in this environment in a manner that protected the integrity of the project, created financial savings and a rational work process, and avoided delays.

In addition to monitoring multiple projects at the WTC site, DLA Team members played a special role in monitoring the cleanup following Superstorm Sandy, which had resulted in severe flooding throughout the site. As soon as access could be gained, the PAOIG called on the integrity monitors, to oversee the clean-up and recovery of the WTC site. Monitoring tasks included a 24-hour site

presence during the weeks immediately following the storm; documenting and recording damaged equipment and material that had been submerged or impacted by the flood water; performing headcounts of existing contractors and specialty contractors called upon to help in the clean-up; recommending controls in order to track labor, materials and equipment used specifically for the clean-up; overseeing the transition from clean-up and recovery to remediation, restoration and replacement.

Finally, immediately after Superstorm Sandy, the monitoring team was tasked by PAOIG to design and implement integrity controls that would prevent time and materials abuse. The controls that the monitoring team designed became the site-wide standard for preventing fraud during the post-Sandy clean-up and recovery stage at WTC projects. Overall, the remedies to problems identified by the monitoring team have prevented millions of dollars in improper project costs.

## *Other Relevant Experience*

### **Additional Experience of Bidder (4.2.7)**

Client: New York Metropolitan Transit Authority (MTA), Sandy Grants Management

**Client Contact:**  
[REDACTED]

Chief Compliance Officer

**Project Timeframe:** July 2016 - March 2017

**Project Description:** In an effort by the MTA to prevent improper payments related to superstorm Sandy relief projects, DLA team members oversaw the review conducted and worked proactively with the MTA to address identified control weaknesses.

**Noteworthy Findings & Outcomes:** Team members designed an audit plan to detect improper drawdowns and identified areas for potential enhancement of internal controls related to the grant drawdown process.

Client: New York Metropolitan Transit Authority (MTA) - FTA's Emergency Relief Program

**Client Contact:**  
[REDACTED]

Chief Compliance Officer

**Project Timeframe:** September 2017 - July 2019

**Project Description:** DLA team members were awarded this monitoring project to perform compliance-related site visits and vendor due diligence for Sandy repair and resiliency Projects on behalf-of or in concert-with the MTA OIG. These site visits required multiple steps of verification and were conducted with the specific intent to test several key areas of concern under the MTA's monitorship agreement with the FTA.

Client: State of New Jersey's Department of the Treasury

**Client Contact:**  
[REDACTED]

Acting Director, Office of Management and Budget, NJ Dept of Treasury

**Project Timeframe:** January 2014 - October 2015

**Project Description:** Selected through a competitive process, DLA Team members provided integrity monitoring services for several engagements. These included the City of Elizabeth's Veterans Memorial Waterfront Park and the City of Perth Amboy's Marina and Walkways, as well as New Jersey Transit's Gladstone Project funded by FTA, and the New Jersey Department of Environmental Protection's multi-billion-dollar Rebuild by Design Program funded by CDBG.

**Noteworthy Findings & Outcomes:** DLA Team members made several contributions directly leading to the establishment of revised and enhanced institutional controls specifically related to procuring future services. DLA Team members also discovered that the timber being used to rebuild piers in Elizabeth, NJ was not the "grade" specified in the bid documents, but was a lower, less expensive grade of treated lumber. Based on the finding of this product substitution, the City of Elizabeth has requested a credit change order of several thousand dollars.

Client: The City of New York Rapid Repair Program

**Client Contact:**

[REDACTED]  
(former commissioner of NYC Department of Investigations)  
Principal, Bloomberg Associates

**Project Timeframe:** November 2012 - July 2013

**Project Description:** For this major FEMA-funded disaster relief program, where \$500 million in aid was distributed to qualifying homeowners affected by Superstorm Sandy to make emergency repairs, DLA Team members were hired by DOI as an integrity monitor. They were assigned to three of the prime contractors, as well as put in charge of monitoring the Program Manager and Quality Assurance firm overseeing the entire program. This was by far the largest scope of work for any integrity monitor in the program.

**Noteworthy Findings & Outcomes:** DLA Team member's work on this project led to the discovery of significant flaws in the methodologies used for the program's crucial QA/QC function to measure and verify the work that was actually performed resulting in approximately \$9 million in cost savings. More importantly, DLA Team members were responsible for the reform of how the QA/QC function was performed which led to the avoidance of many millions of dollars more in losses that otherwise would have occurred.

Client: Lower Manhattan Development Corporation Residential Grant Program

**Client Contact:**

[REDACTED]  
(former VP of Investigations at LMDC),  
Senior Counsel Office of Inspector General, The Port Authority of New York & New Jersey

**Project Timeframe:** August 2002 - December 2005

**Project Description:** DLA Team members served jointly with Ernst & Young LLP as integrity compliance auditor for the Lower Manhattan Development Corporation ("LMDC") on a \$227 million HUD funded Residential Grant Program that offered financial assistance to qualified lower Manhattan tenants after September 11, 2001. DLA Team members participated in the development and implementation of policies, procedures and controls, as well as protocols and a monitoring system, to ensure internal and external compliance and to minimize the risk of fraud.

**Noteworthy Findings & Outcomes:** Implementation of due diligence and internal controls recommendations made by DLA team members developed evidence that contributed directly to multiple convictions of fraudulent applicants.

# Vander Weele Group<sup>LLC</sup>

## **Response to Request for Quotation:**

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

## **Section 3: Organizational Support and Experience**



VANDER WEELE GROUP<sup>LLC</sup>  
Facts Into Strategy

December 18, 2020

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# Organizational Support and Experience (4.2.4) and Resumes (4.2.5)

Wiss & Company





## Organizational Support and Experience (4.2.4)

Wiss & Company (“Wiss”), our proposed subcontractor, is a leading regional accounting firm that has served the New Jersey/New York metropolitan area since its inception in 1969. Representing clients across a wide array of industries, Wiss is committed to providing technical expertise, insightful problem solving and proactive business advice. Our core philosophy is to combine the personal attention of a small firm with a broad scope of resources and experience that a large firm has to offer. Wiss is headquartered in Livingston, New Jersey and maintains offices in Florham Park and Flemington, New Jersey and New York City. Wiss is represented by over 200 professional staff, including 20 partners. There are over 100 CPAs within the firm. We possess specialists in key areas such as:

- Accounting and Auditing
- Corporate and Individual Taxation
- Business Valuation and Litigation Support
- Merger and Acquisition Consulting
- Wealth Management
- Tax Incentive Services
- Business Analytics and Intelligence
- CFO Advisory

Wiss goes beyond the traditional functions of an accounting firm to present a range of strategic solutions including comprehensive, customized expertise from a team that knows your industry. Our qualifications are summarized as follows:

- Serving governmental entities, construction companies, middle-market companies and not-for-profit organizations for over 40 years.
- Ranked as one of the 10 largest public accounting firms in New Jersey.
- A reputation for technical excellence as evidenced by our participation in the Peer Review process of the American Institute of Certified Public Firms’ SEC and Private Companies Practice Sections. For over 25 years, each peer review has resulted in independent opinions stating that our quality control procedures do not need to be modified.
- Member Firm of the American Institute of Certified Public Accountants’ “Governmental Audit Quality Center.”

## *The Public Sector Services Group of Wiss & Company*

Government organizations face a wide range of challenges, from financial constraints and shifting demands and priorities to ensuring compliance with federal and state regulations. Wiss' Public Sector Services Group was formed to better meet the needs of organizations operating in this unique and ever-changing environment. Wiss's Public Sector Services Group services the government, not-for-profit and higher education sectors.

With more than 35 professionals serving in our public sector practice, our team has broad experience, diverse backgrounds, outstanding credentials, and a results-driven attitude. Key group members specialize in public sector accounting and auditing matters, including Government Auditing Standards, pertinent OMB Cost Circulars, Uniform Guidance, audits of state and local government and non-profit organizations, the Single Audit Act of 1996, New Jersey OMB Circular 15-08, New Jersey Administrative Code and New Jersey State Statute. Our team has also substantially exceeded the continuing professional education (CPE) requirements imposed by Government Auditing Standards as issued by the Comptroller General of the United States.

Wiss provides financial statement audits, performance audits, single audits, compliance audits, internal control reviews, forensic audits, and management advisory services to many public sector entities. Our professionals have received formal training in public sector compliance testing and other industry-specific accounting and auditing issues.

Our Public Sector Group represents a diverse group, including not-for-profit organizations, public school systems, state agencies and departments, New York City agencies, municipalities, local authorities, public universities, and county colleges.

Wiss & Company is one of a select number of firms to join the "Governmental Audit Quality Center" (GAQC) of the AICPA. The GAQC is part of the AICPA's initiative to assist its members in achieving the highest standards in performing quality governmental audits. This firm-based voluntary membership Center is designed to help CPAs and auditors meet the challenges of performing quality audits in this unique and complex area. The Center's primary purpose is to promote the importance of quality governmental audits and the value of such audits to purchasers of governmental audit services.

# WHY WISS?

Our value proposition to the State of New Jersey

How we will provide the State of New Jersey with Best in Class Value



Flexible approach and methodology to manage the engagement efficiently.



Ideas for improvements and recommendations throughout the engagement delivered through regularly scheduled meetings.



Insights along the way regarding any findings or issues.



An approach that incorporates an understanding of the requirements of the engagement – not a one size fits all approach.



The most successful engagements are built on foresight. Our goal is to work with you to anticipate risks, challenges, and opportunities, and address obstacles early on.

# Assurance Process



## High Quality, Risk-Focused

Ensuring our procedures are tailored to each entity allows us to deliver a high quality, risk-focused report. Wiss has gone one step further than the core standards and has developed industry-specific customizations into our methodology.

### This includes, but is not limited to:

- Industry-specific testing strategies
- Risk supplements
- Working paper guides

We also customize required communications to help ensure that the most important matters are given the highest attention. As a result, our engagement teams are best equipped to provide specific content and compliance strategies for areas that are unique to our clients' environments.

## Coordinated Approach

**We place significant emphasis on close coordination with management** to gain a meaningful understanding of management's own risk assessments and the procedures in place to address those.

- **We gather information on the entity and key business risks to enable** us to design and conduct appropriate procedures in the most efficient manner and within the agreed upon time frame and budget. Information gathering will also include a "prepared by client" list with an agreed timetable for the provision of information and planning meetings.
- **We promote clear and timely communication of issues** to avoid last-minute surprises and enable smooth and timely reporting.

# Efficient Service Methodology

Why the Wiss Approach is Distinctive



**Process efficiencies without sacrificing quality.** We understand the importance of keeping the cost of our services affordable and as such, our methodology has been specifically designed to provide the engagement team with the tools to perform high-quality procedures in a cost-effective manner.



**Technologically advanced.** Wiss commits substantial “R&D” resources each year to develop and improve our methodology to equip your Wiss engagement team with the latest technology possible. For example, our methodology employs proprietary software and our workpapers are fully networked and encrypted. This allows multi-location engagement teams to collaborate in real-time while maintaining our high standards of security and confidentiality of your data.



**Effective communications.** Effective listening and regular, proactive two-way communication throughout our process is an essential cornerstone of our quality and superior client service. This focus on communication allows your Wiss team to gather information necessary to perform the procedures and keep you up to date on the status of our services so that you can provide timely input and evaluate whether our services meet your high expectations.



**Scalable.** Every governmental entity we audit is unique, and obtaining a strong understanding of the entity is essential to tailoring our services to your unique risks and needs, and avoiding a “one size fits all” approach. Our methodology has been specifically designed to be flexible and scalable so that your engagement team can incorporate its understanding of your environment into the approach to appropriately size our efforts in this engagement.



**Early and continuous partner involvement.** Our professional staff to partner ratio is lower than our major competitors, enabling more time for partners to be actively involved in the engagement. Your partner has considerable government and audit experience, and Wiss believes the engagement partner should be actively involved throughout the process in a hands-on manner. Our methodology has been specifically designed to facilitate this level of partner involvement.



**Environmentally friendly.** Our networked electronic platform significantly reduces Wiss’s carbon footprint by reducing travel, work paper storage, and transportation costs.

# Business Analytics & Intelligence

Today's governmental entities are expected to be both financial and technology experts. Our Business Analytics and Intelligence Practice takes on the technology's heavy lifting so that they can turn their focus to making decisions from their data.



**We focus on three key areas to help Governments make informed, data-based decisions:**

- 1. Financial close process automation and reporting** helps governmental entities reduce time and costs spent preparing financial information for reporting and analysis.
- 2. Client training and upskilling** helps governmental entities develop finance talent who can meet the demands of working with data, with a training focus on key skills, practical use cases, and widely used tools.
- 3. Performance management** helps governmental entities ensure effective budgeting and forecasting analytics, scaling across specific client groups, and building topic-specific dashboards to enable leadership in an industry or niche.

## Resumes (4.2.5)



Brian Fitz-Gerald, CPA

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Brian Fitz-Gerald is Practice Leader of the **Business Analytics and Intelligence** practice at Wiss. He is passionate about helping clients drive business results through data insights. He has a proven background in business process design and automation, data cleansing and mining, analytics and data visualization. Brian also specializes in implementing individual and team training as a central component to adoption of analytics initiatives and evolution of the finance function. Brian takes great pride in his successful track record of upskilling organizational talent with organizations of all sizes.

Prior to joining Wiss, Brian founded an analytics consulting firm that services top-100 accounting companies; worked in sales, supply chain finance, and sales strategy at Mondelez International, the parent company of Nabisco and Cadbury; and audited large multinational clients at Ernst & Young.

Brian specializes in Microsoft Excel, Power Query, Power BI, VBA as well as Python and SQL.

### EDUCATION

BS – Ithaca College

Certified Public Accountant in New York

### PROFESSIONAL AFFILIATIONS

American Institute of Certified Public Accountants



Scott Clelland, CPA, PSA,  
RMA



With more than 36 years of experience, Scott Clelland is the Partner-in-Charge of the Public Sector Services practice. His experience with the public sector includes school districts, municipalities, authorities, colleges and universities, state agencies, and not-for-profit organizations. He is a recognized expert in the public sector arena and is frequently consulted by clients, regulators, other professionals, and State agencies.

Scott is frequently called upon to assist State agencies, regulators, and other organizations to provide presentations and training to government officials and to assist with the adoption of new standards and regulations.

#### **FEMA EXPERIENCE**

Scott was the Partner-in-Charge of all services provided under a contract with the State for Integrity Monitoring related to Superstorm Sandy.

As Partner-in-Charge of several engagements that receive FEMA funding, Scott provides auditing services and ensures expenditures comply with both the Uniform Guidance and the terms and conditions of the FEMA grant.

#### **EDUCATION AND PROFESSIONAL AFFILIATIONS**

BA – Accounting and Business Administration from Muhlenberg College

Certified Public Accountant in New Jersey, New York and Connecticut

Registered Municipal Accountant in New Jersey

Licensed Public School Accountant in New Jersey

#### **ACCOMPLISHMENTS**

Scott was recently recognized by the New Jersey State Society of CPA's as one of the top 50 CPA's over 50 years of age.

He was also recently included on the ALIST by the NJCPA for Governmental Auditors.

#### **COMMUNITY INVOLVEMENT**

Scott has therapy dogs that he brings to nursing homes, hospitals and special education classrooms.





Caitlin Macaluso, CPA, PSA



Caitlin is an Audit Manager at Wiss with over 10 years of public accounting experience. She has provided audit, accounting, tax and business advisory services to both governmental entities and privately-held businesses in industries such as school boards, authorities, municipalities, non-profit and construction. Many of these audits include performing single audits in accordance with the Federal Uniform Guidance and NJ OMB Circular 15-08, and included the testing of FEMA funding.

As an Audit Manager (Project Manager), Caitlin's day-to-day responsibilities include managing the audit team from planning through report finalization, supervising and on the job training of staff, managing budgets, and identifying, researching, resolving accounting and auditing issues encountered during an engagement, as well as meeting with clients to perform risk assessments.

#### **FEMA EXPERIENCE**

- 2014 FEMA Disaster Recovery for Grant Testing related to Superstorm Sandy
- 2015 FEMA Parking Meters and Firefighter Assistance Grant
- 2017 FEMA Safer grant

#### **EDUCATION AND LICENSES**

- BS – Accounting from Monmouth University
- Certified Public Accountant in New Jersey
- Licensed Public School Accountant

#### **PROFESSIONAL AFFILIATIONS**

- American Institute of Certified Public Accountants
- New Jersey Society of Certified Public Accountants



Kelly Denker, CPA



Kelly is an Audit Manager with over thirteen years of public accounting experience, serving the public sector and commercial companies. She has provided accounting, tax and business early-stage advisory services to both governmental entities and privately-held businesses in the construction, real estate and manufacturing industries. Her significant professional experience in the public sector includes financial statement audits, agreed upon procedures and single audits in accordance with the NJ OMB Circular 15-08 and the Federal Uniform Guidance, including testing of FEMA grant expenditures.

As an Audit Manager (Project Manager), Kelly's day-to-day responsibilities include managing the audit team from initial client contact to completion and issuance of reports, supervising and monitoring staff performance, providing on the job training to staff, developing and managing budgets, and identifying, researching, resolving accounting and auditing issues encountered during an engagement.

#### **FEMA EXPERIENCE**

Kelly has audited the Disaster Grants – Public Assistance on an annual basis commencing in 2015 for a client that received nearly \$100 million of FEMA funding to reconstruct pump stations that were destroyed during Superstorm Sandy. She has tested the expenditure of funds and internal controls regarding allowable activities, allowable costs, cash management, and reporting to ensure they are compliant with the Uniform Guidance and the contract with FEMA.

#### **EDUCATION AND LICENSES**

BBA – Accounting from Pace University

Certified Public Accountant in New York

#### **PROFESSIONAL AFFILIATIONS**

American Institute of Certified Public Accountants



John Farina, CPA



John Farina is an Audit Manager at Wiss with over 12 years of public accounting experience. He has provided audit, accounting, tax and business advisory services to both governmental entities and privately-held businesses in industries such as school boards, authorities, municipalities, non-profit and construction clients. Many of these audits include performing single audits in accordance with the Uniform Guidance and NJ OMB Circular 15-08, including the testing of FEMA related expenditures.

As an Audit Manager (Project Manager), John's day-to-day responsibilities include managing the audit team from planning through report finalization, supervising and on the job training of staff, managing budgets, and identifying, researching, resolving accounting and auditing issues encountered on an engagement, as well as meeting with clients to perform risk assessments.

#### **FEMA EXPERIENCE**

One of John's clients was awarded a Hazard Mitigation Grant to purchase flood-prone properties and a FEMA grant to purchase generators. As part of the audit, John and his team performed testing of internal controls over compliance and compliance-related items to how funds were spent.

John personally worked at a governmental entity and was responsible for determining eligible expenditures for reimbursement of Sandy-related expenses. John, who worked as the Comptroller, reviewed the grant guidance and determined the eligibility requests for reimbursement.

#### **EDUCATION AND LICENSES**

BS – Accounting from Hartwick College

Certified Public Accountant in New Jersey

Licensed Public School Accountant

#### **PROFESSIONAL AFFILIATIONS**

American Institute of Certified Public Accountants

New Jersey Society of Certified Public Accountants



Jessica Foley



Jessica Foley is an Audit Supervisor at Wiss with over eight years of public accounting experience. Her significant professional experience in the public sector includes financial statement audits, internal audits, performance audits, and single audits in accordance with the Federal Uniform Guidance and OMB Circular 15-08, including the testing of FEMA related expenditures.

As an Audit Supervisor, Jessica's day-to-day responsibilities include supervising and monitoring staff performance, providing on the job training of staff, meeting with clients and identifying, researching, resolving accounting and auditing issues encountered on engagement.

Prior to joining Wiss, Jessica worked as an Audit Senior at the New Jersey Office of the State Comptroller for four years completing performance audits over various municipalities, state agencies, and state funded programs. In 2012, Jessica was awarded the Association of Government Accountants, Trenton Chapter, Chapter Service Award for her dedication to the Association and work as a board member.

**FEMA EXPERIENCE**

Jessica has audited several FEMA programs, including the Disaster Assistance Grants – Public assistance related to the Superstorm Sandy declared disaster.

**EDUCATION**

BS – Accounting from Ramapo College

**PROFESSIONAL AFFILIATIONS**

New Jersey Society of Certified Public Accountants



Rachel Kleiman



With over nine years of public accounting experience, Rachel Kleiman has completed financial audits, single audits, and special projects. Rachel is currently a Supervisor in the Public Sector Services practice at Wiss. Her experience with the public sector includes school districts, municipalities, and not-for-profit organizations. Outside of the public sector, she has also worked on audits, reviews, and compilations for non-public commercial entities and construction companies, as well as personal financial statements. She has tested FEMA related expenditures for several governmental entities under the Uniform Guidance.

At Wiss, Rachel has worked on the audits of the City of Asbury Park, the Township of Clark, the Borough of Sayreville, the County of Hunterdon, Township of East Brunswick, Princeton Public Schools, Mercer County Special Services School District, Mercer County Vocational Schools, Trenton Board of Education, Spotswood Board of Education, East Windsor Regional Schools, Long Branch Board of Education, Hopewell Valley Regional Board of Education, Edison Township Public Library, and Piscataway Board of Education.

Prior to joining Wiss, Rachel worked as a staff associate at Wills, Owens & Baker, P.C. for two years serving various not-for-profit entities.

#### **FEMA EXPERIENCE**

- 2014 – FEMA Disaster Grant for Superstorm Sandy
- 2015 – FEMA Disaster Grant for Parking Meter replacement (also part of Superstorm Sandy) and FEMA Firefighter Assistance Grant (for critically needed resources to protect the public, to train emergency personnel and to foster interoperability and support community resilience).
- 2016 Flood Mitigation Grant
- 2017 - FEMA SAFER Grant – Staffing for Adequate Fire and Emergency Response.

One entity used the money from the SAFER Grant to hire additional firefighters. The Flood Mitigation Grant is being used to help a governmental entity purchase flood-prone houses.

#### **EDUCATION**

Bachelor of Science – Rider University – Majored in Accounting with a Certificate in Fraud and Forensics

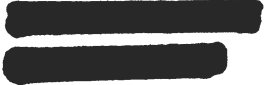
Masters of Accountancy – University of Phoenix

#### **PROFESSIONAL AFFILIATIONS**

American Institute of Certified Public Accountants

New Jersey Society of Certified Public Accountants

## Rosa Grimes



Rosa is an Audit Supervisor at Wiss with over 9 years of public accounting experience. She has provided audit, accounting, and business advisory services to both governmental entities and privately-held businesses in industries such as school boards, non-profit, manufacturing, and professional services industries. Many of these audits include performing single audits in accordance with the Federal Uniform Guidance and NJ OMB Circular 15-08, including the testing of FEMA related expenditures.

As an Audit Supervisor, Rosa's day-to-day responsibilities include supervising the audit team from initial client contact to completion and issuance of reports, providing on the job training to staff, developing and managing budgets, and identifying, researching, resolving accounting, and auditing issues encountered during an engagement.

### **FEMA EXPERIENCE**

2018 FEMA Disaster Recovery Grant

### **EDUCATION**

BS – Accounting from Rutgers University

### **PROFESSIONAL AFFILIATIONS**

American Institute of Certified Public Accountants

# Experience of Bidder on Similar Contracts (4.2.6)

## Wiss & Company



## Experience of Bidder on Similar Contracts (4.2.6)

Client: New Jersey Department of Community Affairs

### Reference:

████████████████████  
Former Deputy Director, Division of Local Government Services

**Project Description:** Our Firm was engaged by the State of New Jersey, Department of Community Affairs, Division of Local Government Services to perform internal control and statutory compliance audits of two cities that received special municipal aid from the State. This project required interfacing with a State Agency in the administration of a monitoring and oversight program related to a special grant program. The two cities in which we performed these audits included the City of Asbury Park, with an annual budget of approximately \$45 million, and the City of Jersey City, the State's second largest city, with an annual budget of approximately \$465 million. The audits were performed in accordance with procedures outlined in the request for proposal and included the following:

- Performed an overall risk assessment of each City to establish testing and sampling methods.
- Performed internal control and compliance review assessments over the following significant processes within each City:
  - Purchasing, Accounts Payable, and Cash Disbursements
  - Payroll and Human Resources
  - General Fiscal Operations, including:
    - Budgeting
    - Revenue and Cash Receipts
    - General Ledger Maintenance
    - Banking and Investment Policies
    - Capital Ordinances
    - Tax Abatements
    - Trust Funds
    - Grant Accounting
  - Information Technology Operations
  - Risk Management
  - Inventory and Fixed Assets
- Identified areas at risk for fraud, waste, and abuse.
- Identified potential efficiencies and procedures that would lead to cost saving opportunities for each City.
- Provided final risk assessments for each significant process evaluated.

The total project was approximately 3,000 hours in scope, included over fifteen members of the Firm, and was completed over a three month time period. At the conclusion of the engagement, our Firm issued a Performance Audit Report in accordance with Government Auditing Standards. This engagement was completed on time and on budget.



Client: New Jersey Department of Education

**Reference:**

[REDACTED] Assistant  
Commissioner, Division of Finance (908)

**Project Description:** Our Firm was engaged by the State of New Jersey, Department of Education to perform internal control and compliance audits of two public school systems that received Additional Abbott Parity aid from the State. This project required interfacing with a State Agency in the administration of a monitoring and oversight program related to a special grant program. The purpose of these audits was to analyze historical expenditures for essential and non-essential spending and to assess internal controls over the operations of each public school system. The two public school systems in which we performed these audits included the Township of Phillipsburg School District, with an annual budget of approximately \$70 million, and the City of New Brunswick School District, with an annual budget of approximately \$180 million. The audits were performed in accordance with procedures outlined in the request for proposal and included the following:

- Provided a detailed analysis of historical non-salary expenditures documenting how funds were spent and identifying potential errors, irregularities, and outliers in spending.
- Provided a detailed analysis of salary expenditures and payroll data to identify potential errors, irregularities, and outliers.
- Performed an internal control review and assessment over the following significant processes within each Public School System:
  - Accounts Payable
  - Inventory and Fixed Assets
  - Facilities Management
  - Purchasing
  - Food Services
  - Pupil Transportation
  - Payroll and Human Resources
  - General Operations (including budgeting, revenue, and cash receipts)

Client: Newark Public Schools

**Reference:**

[REDACTED]  
Business Administrator

**Project Description:** Our Firm was appointed to complete the audit of the Newark Public School's 2008 financial statements in June 2008 and we were subsequently reappointed to complete the audit of the District's 2009-2020 financial statements. With over 40,000 students, approximately 75 school buildings, 8,000 employees, and approximately \$1 billion budget, the District is the largest public school system in the State of New Jersey. Our Firm also performs the Federal and state single audit for the District in accordance with Uniform Guidance and NJ OMB Circular 15-08. The District expends approximately \$200 million and \$700 million in Federal and state funds, respectively. Our

Firm issues an opinion on the financial statements for each major fund. The Comprehensive Annual Financial Report that is issued in conjunction with our Independent Auditor's Report encompasses both individual fund financial statements as well as government-wide financial statements. The financial statements follow the GASB 34 reporting model. Additionally, we issued a comprehensive Auditor's Management Letter, providing recommendations on internal control improvements, as well as, compliance exceptions noted in the course of our audit of the financial statements. The annual audit is approximately 2,000 hours in scope and is completed over a three month time period by approximately seven members of our Firm.

Additionally, we recently completed a performance audit (oversight and monitoring) of several of the District's significant processes. The project was approximately 4,000 hours in scope and included the following significant areas of the District:

- Purchasing, procurement, and accounts payable
- Workers compensation and general liability insurance
- Payroll and human resources
- Out-of-district tuition
- Inventory of technology equipment
- Wire transfers
- District-owned vehicles
- Conflicts of interest policy
- Identified areas at risk for fraud, waste, and abuse.

Both of these engagements have been completed on time and on budget for each year we have performed the audit.

## **Additional Experience of Bidder (4.2.7)**

Client: New York City Department of Education

**Project Description:** During Scott's career with Ernst & Young, he was assigned to a large engagement with the New York City Department of Education Office of the Auditor General ("OAG") to provide co-source internal audit and consulting services. The engagement involved planning meetings with OAG staff to determine the timing and scope of procedures, identifying the public schools to be tested based upon a risk analysis, and developing an audit program to address specific concerns identified by the OAG. The engagement also included procedures to identify fraud, waste, and abuse. The engagement was approximately 22,000 hours and included procedures at over 40 schools throughout the 5 Boroughs of New York City. Scott was responsible for supervision of the engagement, including developing and providing a training program for Wiss and OAG staff, developing the audit program to be used on the engagement, scheduling and supervising staff, attending of bi-weekly status meetings with OAG management, review of working papers and draft reports for each school, and the completion of the final performance audit report. This further exemplifies our experience managing large and complex engagements with significant hours and staffing requirements. All deadlines were met.

Our firm has a significant amount of experience auditing Federal and state grants in accordance with the Single Audit Act, Uniform Guidance and NJ OMB Circular 15-08. The Single Audit Act

requires independent auditors to perform grant specific audit procedures to assist the Federal government with oversight and monitoring of grants awarded to state and local governments as well as not-for-profit organizations.

Through this experience, our firm is very familiar with relevant Federal and state documentation practices necessary to ensure the receipts and retention of grant funding. The professionals in our firm have performed single audits on grants provided by the following Federal and New Jersey State Departments:

- U.S. Department of Agriculture
- U.S. Department of Commerce
- U.S. Department of Housing and Urban Development
- U.S. Department of Justice
- U.S. Department of Labor
- U.S. Department of Transportation
- U.S. Department of Energy
- U.S. Department of Education
- U.S. Department of Health and Human Services
- U.S. Department of Homeland Security (including FEMA)
- New Jersey Department of Community Affairs
- New Jersey Department of Education
- New Jersey Department of Environmental Protection
- New Jersey Department of Human Services
- New Jersey Department of Labor

## Public Sector Experience

Our Firm provides or provided services to a variety of public sector organizations with budgets ranging from \$10 million to \$1 billion. They include the following:

- NYC Economic Development Corporation (internal audit)
- NYC Industrial Development Agency (internal audit)
- New Jersey Department of Transportation (FAR Audits)
- Trenton Public Schools
- Jersey City Public Schools
- Newark Public Schools
- Perth Amboy Public Schools
- Neptune Public Schools
- Cherry Hill Public Schools
- Wayne Public Schools
- Bernards Public Schools
- School District of the Chathams
- Livingston Public Schools
- Manchester Public Schools
- Hopewell Valley School District
- Piscataway Public Schools
- Spotswood Public Schools
- Middlesex County Technical and Vocational School
- Mercer County Special Services School District
- Mercer County Vocational School District
- Parsippany-Troy Hills Regional School District
- Princeton Regional School District
- Roselle Public Schools
- West Windsor-Plainsboro Regional School District
- Kean University
- Essex County College
- Sussex County College
- Middlesex County Joint Health Insurance Fund
- Hunterdon County
- City of Englewood
- Township of Clark
- Township of Marlboro
- Township of Scotch Plains
- Township of South Brunswick

## Our Experience with New Jersey, New York, and New York City Entities

In the past, our Firm has performed large scale internal control and compliance audits of several large public school systems and municipalities on behalf of the New Jersey Department of Education and New Jersey Department of Community Affairs. The two projects were 6,000 hours in scope.

Additionally, during the past year, our Firm has been engaged by the New Jersey Department of Transportation to perform overhead and direct cost audits on select vendors in accordance with Federal Acquisition Regulations.

Additionally, during our Partner's career, audit services were provided to the following public sector organizations:

- New York City Economic Development Corporation
- New York City Housing Development Corporation
- New York City Department of Education
- Suffolk County
- New Jersey Building Authority
- New Jersey Economic Development Authority
- New Jersey Educational Facilities Authority
- New Jersey Healthcare Facilities Financing Authority
- New Jersey Schools Development Authority
- New Jersey Transit Corporation
- New Jersey Turnpike Authority

Wiss has also completed an extensive performance audit of the Newark Public Schools covering such key areas as purchasing, human resources/payroll, and workers' compensation.

## Our Experience with Other Public Sector Organizations

During the course of the careers of our partners and managers, they have served the following public sector organizations.

### **Municipalities**

- City of Asbury Park
- City of Englewood
- City of Hoboken
- City of Jersey City
- City of Paterson
- Township of Clark
- Township of Cranford
- Township of East Brunswick
- Township of Lakewood
- Township of Manalapan
- Township of Manchester
- Township of Marlboro
- Township of Middletown
- Township of Ocean
- Township of Scotch Plains
- Township of Shrewsbury
- Township of South Brunswick
- Township of Wall
- Township of Washington
- Township of West Orange
- Township of Woodbridge Borough of Fort Lee
- Borough of Freehold
- Borough of Jamesburg
- Borough of Keyport
- Borough of Metuchen
- Borough of Red Bank
- Borough of Rumson
- Borough of Sayreville
- Borough of Spotswood
- City of Alachua, Florida
- City of Fort Myers, Florida
- City of Jacksonville Beach, Florida
- City of Atlantic Beach, Florida
- Lake City, Florida

### **Local Authorities**

- City of Long Branch Sewerage Authority
- City of Jersey City Municipal Utilities Authority
- Hudson County Improvement Authority
- Linden-Roselle Sewerage Authority
- Marlboro Township Municipal Utilities Authority
- Middlesex County Utilities Authority
- Northwest Bergen County Utilities Authority
- Township of Ocean Sewerage Authority
- Two Rivers Water Reclamation Authority
- Borough of Rockleigh Sewerage Authority
- Gainesville - Alachua County Regional Airport Authority, Florida

### **NJ State Departments and Agencies**

- New Jersey Department of Education
- New Jersey Department of Community Affairs
- New Jersey Department of Transportation
- New Jersey Building Authority
- New Jersey Development Authority for Small Businesses, Minorities' and Women's Enterprises
- New Jersey Economic Development Authority
- New Jersey Educational Facilities Authority
- New Jersey Health Care Facilities Financing Authority
- New Jersey Schools Construction Corporation
- New Jersey Transit Corporation
- New Jersey Turnpike Authority

## **Counties**

- Suffolk County, New York
- Atlantic County, New Jersey
- Bergen County, New Jersey
- Hunterdon County, New Jersey
- Mercer County, New Jersey
- Middlesex County, New Jersey
- Alachua County, Florida
- Osceola County, Florida
- Bradford County, Florida
- Middlesex County Joint Health Insurance Fund

## **New York City Departments and Agencies**

- New York City Department of Education
- New York City Capital Resource Corporation
- New York City Economic Development Corporation
- New York City Housing Development Corporation
- New York City Industrial Development Agency

## **Higher Education Institutions**

- Kean University
- Bergen Community College
- Essex County Community College
- Middlesex County Community College
- Suffolk County Community College
- New York Sussex County College
- Seton Hall University

## **School District**

- City of Asbury Park
- City of Camden
- City of East Orange
- City of Elizabeth
- City of Englewood
- City of Irvington
- City of Jersey City
- City of Newark
- City of New Brunswick
- City of Perth Amboy
- City of Orange Township
- City of Trenton
- Township of Bernards
- Township of Chatham
- Township of Cherry Hill
- Township of Clark
- Township of East Brunswick
- Township of East Windsor
- Township of Livingston
- Township of Manchester
- Township of Marlboro
- Township of Mount Olive
- Township of Neptune
- Township of Old Bridge
- Township of Parsippany-Troy Hills
- Township of Phillipsburg
- Township of Piscataway
- Township of Springfield
- Township of Wayne
- Borough of Roselle
- Borough of Somerville
- Borough of Spotswood
- Freehold Regional School District
- Hopewell Valley Regional School District
- Mercer County Special Services School District
- Mercer County Vocational School District
- Middlesex Regional Educational Services Commission
- Princeton Regional School District
- West Windsor-Plainsboro Regional School District
- Middlesex County Vocational Technical High Schools

## FEMA Expertise

*The following represents engagements that Wiss employees have worked on related to FEMA funding*

Wiss was one of the prequalified firms approved to perform integrity audits of compliance under a contract with the State of New Jersey as a result of Superstorm Sandy.

Wiss currently has a contract with the State of NJ as a prequalified firm to perform audits of state entities.

After Superstorm Sandy, many of our governmental clients received FEMA Aid for disaster assistance. For some of these clients, our specialized public sector practice performed audits of FEMA funds, which involved testing internal controls over compliance and compliance related to how funds were spent. This also included testing payroll claims for work performed, costs associated with machinery, equipment, and other costs associated with responding to the disaster.

In addition, one of our clients received close to \$100 million of FEMA funding to reconstruct pump stations that were destroyed during Superstorm Sandy.. Annually, we have tested the expenditure of funds for construction of the pump stations and internal controls for compliance with the Uniform Guidance and the contract with FEMA.

Many of our clients received funding through FEMA for mitigation related expenditures, including purchasing generators. We tested these expenditures for compliance with the Uniform Guidance.





# Organizational Support and Experience (4.2.4) and Resumes (4.2.5)

InnoVet Labs



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<b>Resumes (4.2.5)</b> .....	2

## **Organizational Support and Experience (4.2.4)**

To support this engagement on development of technology tools, the Vander Weele Group<sup>LLC</sup> will subcontract with InnoVet Labs. InnoVet Labs advises, consults, designs and builds innovative solutions using out-of-the-box thinking to solve clients' most pressing needs. InnoVet considers clients' organizational and business objectives and then considers the latest technologies to best address client needs and requirements. Its team is highly skilled in the latest web and mobile app technologies, as well as adjunct technologies such as sensors, voice recognition, computer vision, and other innovations. InnoVet Labs was founded by R. Jake Moon, a West Point and University of Chicago graduate, who brings his extensive commercial and federal and state governmental experience, as well as integrity and commitment to provide an exceptional customer experience.

## **Experience of Bidder on Similar Contracts (4.2.6)**

InnoVet Labs assisted the Vander Weele Group<sup>LLC</sup> in designing, building, and implementing a fiscal monitoring app/SW to the Illinois State Board of Education utilizing the Kintone platform that leverages low-code technologies. The app/SW was designed and developed, deployed and successfully utilized within a six-month time period to assist monitors utilizing a lengthy questionnaire to address the Chicago Public School Grantees' fulfillment of multiple grants. In the past, these audits were deployed using a combination of Excel spreadsheets and paper forms. With lengthy tables, findings, requirements and recommendation listings, the Kintone-based app/SW improved the monitors productivity and efficiency in a cost-effective manner. The Kintone output uses a 47-page long Formstack template to automatically produce a Word document, which in the past was completed manually. It is an excellent example of efficiency gains, added flexibility and improved performance through the use of a low-code/no-code platform. The InnoVet team is now leveraging its Kintone experience into a more advanced low-code/no-code platform called Caspio, which is also housed on Amazon Web Services and employs Formstack for complex report mapping.

## Resumes (4.2.5)

<b>R. Jake Moon</b> <b>IT Program Manager</b>							
<b>Educational Background:</b>	<ul style="list-style-type: none"> <li>Masters, University of Chicago</li> <li>Bachelor of Science, General Engineering, United States Military Academy, West Point</li> <li>Various Shipley and PMP courses/seminars</li> <li>Defense Language Institute (German)</li> </ul>						
<b>Qualification Summary:</b>	<ul style="list-style-type: none"> <li>Has more than 18 years of Program/Project Management experience in delivering IT systems and solutions across diverse industries, to include the Department of Defense (DoD), Environmental Protection Agency (EPA), and other Federal agencies.</li> <li>Has more than 15 years hands-on experience in managing software development life cycles including Agile and waterfall methodologies.</li> <li>Has successfully managed multi-disciplinary projects, and multi-organizational teams, working in complex infrastructure environments involving integration of COTS and custom developed technologies and software solutions.</li> </ul>						
<b>Professional Experience</b>							
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;"><b>Plateau Inc. / InnoVet Labs Inc.</b></td> <td style="text-align: right;"><b>Oct 2015 – Present</b></td> </tr> <tr> <td colspan="2"><b>Senior Program Manager / Veteran Owned Small Business Technology Company</b></td> </tr> <tr> <td colspan="2"><b>(Owner, InnoVet Labs)</b></td> </tr> </table>		<b>Plateau Inc. / InnoVet Labs Inc.</b>	<b>Oct 2015 – Present</b>	<b>Senior Program Manager / Veteran Owned Small Business Technology Company</b>		<b>(Owner, InnoVet Labs)</b>	
<b>Plateau Inc. / InnoVet Labs Inc.</b>	<b>Oct 2015 – Present</b>						
<b>Senior Program Manager / Veteran Owned Small Business Technology Company</b>							
<b>(Owner, InnoVet Labs)</b>							
<ul style="list-style-type: none"> <li>Acted as Program/Customer Relationship Manager on several Federal DoD contracts to include the U.S. Army and Air Force; managed complex multi-million dollar software deployments across Army bases across the United States, as well as advised/consulted with the Environmental Protection Agency regarding audit and compliance IT tools.</li> <li>Project managed several web and mobile app projects for private industry, including content management systems, dynamic/interactive websites, mobile inspection tools for emergency medical services vehicles and women’s mobile app platform.</li> <li>Was the Program Executive and Project Manager responsible for U.S. Army HazMat IT System deployment, managing inventory, and waste disposal in compliance with DoD Safety and EPA protocols and regulations.</li> <li>Has extensive experience in business/workflow requirement gathering with a broad spectrum of stakeholders for pilot designs, builds and deployment of custom applications.</li> <li>Collaborated with a diverse team of stakeholders and partners to ensure various component technologies were properly integrated into the overall technology-based solutions and provided the best return on customer investment.</li> <li>Managed customer support quality at customer sites and installations; to include oversight on enhancements and bug fixes across all applications delivered.</li> <li>Conducted daily Scrum meetings with technical leads and track work status.</li> </ul>							

## **R. Jake Moon**

### **IT Program Manager**

- Prepared Project Plan and milestones for delivery.
- Monitored workflow and negotiated timeline adjustments with customers.
- Developed status reports, cost estimates and resource plans.
- Developed plans and mentored the team in industry standards for development and quality control.
- Managed multiple concurrent IT projects in varying complexity, applying best practices from PMP, AGILE and CMMI Level 3.
- Managed operations and maintenance of IT tools for tracking Hazardous Material inventory and disposal at several United States Army Depots.
- Monitored project schedule and budget, managed risks to timelines and/or cost and implemented mitigation plans when required.
- Created and delivered in class-room training sessions for environmental compliance assessment tools to end users at several United States Army Depots.

### **Egen Solutions Inc. Program Manager / Business Development**

**2013 - 2015**

- Project managed web/mobile app design/development and deployment including forward-leaning solutions such as RetailBot, Border Assist, and other projects using emerging technologies including IoT, mobile, web, cloud, analytics, and social media.
- Crafted and executed strategic and tactical plans resulting in federal government and healthcare wins to include a mobile app for the CDC, a telehealth app for a small medical company, and numerous other projects in the web app/CMS sphere (Drupal/Liferay).
- Conceived and managed the build/development of numerous prototypes for the Department of Homeland Security (U.S. Customer Border and Protection) and retail customers in the private sector.
- Performed cost-benefit analyses to determine whether requirements were best met by manual, software, or hardware functions; making maximum use of commercial off-the-shelf or already developed components.
- Was responsible for leading a team and working individually to design and develop business driven requirements.
- Worked closely with Business Analysts to assess business needs and functionality gaps and provided detailed assessment of the development of LOEs and technical specification documents.
- Designed, developed and tested the UI, business process components and the database for projects.
- Conducted test case reviews with QA team and user acceptance testing with customers.
- Assisted in project orientation and knowledge transfer to the Operational Support and QA teams.
- Deployed projects to production environment.
- Provided on-call support to customers and sales personnel across different time zones.

### **North American Communications Resource Inc. Senior Program Manager / Business Development**

**2011 - 2013**

## R. Jake Moon

### IT Program Manager

- Was responsible for designing and crafting innovative solutions aligned with emerging market trends and shifts.
- Acquired, developed, and closed complex service solutions with multi-year contracts spanning numerous industries including financial/insurance, health care, retail, and others.
- Program managed numerous large accounts spanning multiple years.
- Exponentially grew Managed Services business for complex custom HW/SW solutions.
- Required extensive consultative skills, excellent overall business acumen, and a keen knowledge of technology.
- Interfaced with the end-users to gather business requirements for developing new features to the clearinghouse applications.
- Designed and implemented test case scenarios to facilitate user testing and track problems and defects; provided crucial customer support to clients.

### Avaya Inc.

2008 – 2011

### Senior Program Manager / Business Development

- Developed complex communication HW/SW solutions across the Midwest region and Canada.
- Strategically grew Managed Services with multi-year and million dollar contracts.
- Developed consultative skills including value-based selling to Fortune 500 companies at the director through CxO level spanning numerous industries including financial/insurance, health care, retail, and others.
- Recognized for excellent cross-border and cross-business teamwork on global accounts.
- Ranked first among peers across North American Managed Services organization.
- Won the Canada Account of the Year Award for 2010.
- Interfaced with the end-users to gather business requirements for developing new features.

### GEOMANT

2006 – 2007

### Program Manager / Business Development

- Grew the business while also project managing the deployment of the solutions in the CRM and Business Communications sector using waterfall and agile techniques.
- Provided wide range of consulting, implementation, and support services to channel partners in the European theater.
- Projects included multiphase SW/HW deployments to include business requirements gathering, solution design & architecture, SW/HW/App development, testing, and support.

### Avaya Inc.

1999 – 2005

### Business Development HW/SW Solutions

- Business Development**, Consulting Services Integration, EMEA  
Successfully built a start-up Communications Consulting practice across Europe that included complex HW/SW integrations, as well as custom applications.
- Crafted and executed a strategic and tactical business plan containing value propositions, consulting offers, positioning, routes-to-market, training, engagement models, sales, delivery

## R. Jake Moon

### IT Program Manager

partners.

- After 18 months, built the team into a \$5M in consulting services business for large complex HW/SW solutions.

#### **Director, P&L Owner, Professional Services HW/SW Solutions, Southern Europe**

P&L owner of a \$12M integration/software application development business across Southern Europe & Middle East. Custom designed/build and deployment using waterfall and agile techniques. Successfully completed right-sizing/restructuring of team in a fast-moving industry.

- After inheriting a profit-losing organization, turned it around into a profit-making sub region within 6 months.
- Consistently exceeded revenue targets on a quarterly basis and achieved best-in-class profit margins in EMEA.
- Included managing complex projects up to \$3M using waterfall and agile techniques.

#### **COO EMEA Operations, Professional Services**

- Partnered with EMEA Director in coaching practice leaders across Europe in managing \$40M business.
- Implemented processes and best practices to improve productivity, stimulate growth, removed inefficiencies and lowered costs.

# Caryn MacGrandle

Project Manager in charge of computer app development and maintenance

Saint Charles, IL 60175

## Educational Background:

- The University of Texas at Dallas
- Graduate level marketing courses
- The University of Texas at Austin
- Bachelor of Science in Communications completed in May 1991
  - The National Dean's List, 1989-90, College of Communication's Honor List, Fall 1988
  - Grade Point Average 3.2/3.7
  - Additional coursework: Marketing, New Media Technologies, Advertising, Accounting

## Professional Experience

<b>InnoVet Labs, Inc., Board of Directors, Project Manager</b>	<b>2016 - present</b>
From concept to maintenance of growing, vibrant computer app at the intersection of feminism and spirituality used worldwide.	
<b>The Divine Feminine App, Creator and CEO</b>	<b>2016 - present</b>
<b>School Supplies Coordinator, Haines Middle School Various Volunteer Positions</b>	<b>2012 - 2015</b>
First year coordinated resulted in 60% increase in sales (from \$12,480 to over \$20,000).	
<b>Marian Heath Greeting Cards Field Service Manager</b>	<b>2005 - 2008</b>
Responsible for installation and management of merchandising program at 200-store mass merchandising chain located across a fifteen-state area. Supervised of over 100 employees.	
<b>National Retail Services Regional Supervisor/Field Representative,</b>	<b>1996 - 2006</b>
Responsible for hiring, training and supervision of representatives in Eastern Illinois / previously supervisor of Northern Mississippi and Northern Alabama. Brought Chicago to 100% completion rate for first time in history. Responsible for servicing variety of products in mass merchandisers, drugstores and computer stores, new product distribution and verification, displays, resets.	
<b>Jasmine Video Production, Columbus, Mississippi Owner</b>	<b>1995 - 1999</b>



## Caryn MacGrandle

Project Manager in charge of computer app development and maintenance

Saint Charles, IL 60175

Personal videotape editing.	
<b>Century Creations Printing, Inc., Grand Forks, North Dakota</b> <b>Marketing Administrative Assistant</b>	<b>1994 - 1995</b>
Responsible for implementing automated paper inventory system, supervising front desk customer interaction, coordinating hiring procedures for new personnel, and establishing monthly company meetings, among other marketing, accounting, and administrative duties.	
<b>Tony Dorn, Incl, Grand Forks, North Dakota</b> <b>Product Specialist/ Sales Consultant</b>	<b>1994</b>
Responsible for introduction of new product to line - Risograph Digital Duplicator and as consultant for Canon photocopiers, color copiers and facsimile machines.	
<b>Canon U.S.A, Dallas, Texas.</b> <b>Marketing Administrative Assistant</b>	<b>1993 - 1994</b>
Responsible for local marketing, accounting, and administration efforts of the Southwest Region's Dealer Sales Office Equipment Division.	
<b>Digitel Corporation, Dallas, Texas</b> <b>Office Manager</b>	<b>1992 - 1993</b>
Responsible for establishing procedures and marketing strategies for new sales branch, customer proposals, and financial reports.	
<b>College and High School Work Experience</b>	
JRG Advertising, Internship	1991
Visionary Video Productions, Internship	1991
Atlantic Richfield, Data Entry for Technical Library	Summer 1988, Summer 1986
Communications Enterprises, Inc., Meeting Arrangements	1986 - 1987

**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 PLEASE NOTE: MATCHING TITLES FROM VWG GSA SCHEDULE ARE UNDER NJ TITLES. GSA SCHEDULE IS ATTACHED.

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: Vander Weele Group, LLC.**

**CATEGORY 1: PROGRAM AND PROCESS MANAGEMENT AUDITING**

LINE #	STAFF CLASSIFICATIONS	YEAR 1 HOURLY RATE	YEAR 2 HOURLY RATE
1	Partner/Principal/Director CEO/Partner	\$237.50	\$250.00
2	Program Manager Partner	\$229.81	\$241.91
3	Project Manager Project Manager	\$170.00	\$170.00
4	Supervisory/Senior Consultant Subject Matter Expert 1	\$211.06	\$222.17
5	Consultant Technical Analyst 1	\$135.00	\$135.00
6	Associate/Staff Research Analyst 1	\$130.00	\$130.00
7	Subject Matter Expert Subject Matter Expert 2	\$192.54	\$192.54
8	Administrative Support Research Analyst 3	\$95	\$95

LINE #	Pass through Price Lines	YEAR 1	YEAR 2
9	Other Direct Costs		
10	Travel Expenses and Reimbursements		

- **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.**

**Bidder's Name: Vander Weele Group, LLC.**

**CATEGORY 2: FINANCIAL AUDITING AND GRANT MANAGEMENT**

<b>LINE #</b>	<b>STAFF CLASSIFICATIONS</b>	<b>YEAR 1 HOURLY RATE</b>	<b>YEAR 2 HOURLY RATE</b>
11	Partner/Principal/Director CEO/Partner	\$237.50	\$250.00
12	Program Manager Partner	\$229.81	\$241.91
13	Project Manager Project Manager	\$170.00	\$170.00
14	Supervisory/Senior Consultant Subject Matter Expert 1	\$211.06	\$222.17
15	Consultant Technical Analyst 1	\$135.00	\$135.00
16	Associate/Staff Research Analyst 1	\$130.00	\$130.00
17	Subject Matter Expert Subject Matter Expert 2	\$192.54	\$192.54
18	Administrative Support Research Analyst 3	\$95	\$95

<b>LINE #</b>	<b>Pass through Price Lines</b>	<b>YEAR 1</b>	<b>YEAR 2</b>
19	Other Direct Costs		
20	Travel Expenses and Reimbursements		

- **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.**

**Bidder's Name: Vander Weele Group, LLC**

**CATEGORY 3: INTEGRITY MONITORING/ANTI-FRAUD**

LINE #	STAFF CLASSIFICATIONS	YEAR 1 HOURLY RATE	YEAR 2 HOURLY RATE
21	Partner/Principal/Director CEO/Partner	\$237.50	\$250.00
22	Program Manager Partner	\$229.81	\$241.91
23	Project Manager Project Manager	\$170.00	\$170.00
24	Supervisory/Senior Consultant Subject Matter Expert 1	\$211.06	\$222.17
25	Consultant Technical Analyst 1	\$135.00	\$135.00
26	Associate/Staff Research Analyst 1	\$130.00	\$130.00
27	Subject Matter Expert Subject Matter Expert 2	\$192.54	\$192.54
28	Administrative Support Research Analyst 3	\$95	\$95

LINE #	Pass through Price Lines	YEAR 1	YEAR 2
29	Other Direct Costs		
30	Travel Expenses and Reimbursements		

- **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 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.

## CONFIDENTIALITY / NON-DISCLOSURE AGREEMENT

**THIS CONFIDENTIALITY /NON-DISCLOSURE AGREEMENT** (“Agreement”) is effective as of the date last written below and is by and between the New Jersey Office of Homeland Security and Preparedness (“NJOHSP”) with its principal address at 1200 Negron Drive, Hamilton New Jersey 08691; the Department of the Treasury –Division of Purchase and Property (“Division”), with its principal place of business at 33 West State Street, Trenton New Jersey 08625 (hereinafter collectively referred to as “State”) and The Vander Weele Group LLC, with its principal place of business at 4725 North Sheridan Road, Suite 1-S, Chicago, IL 60640, its employees, agents, contractors, and legal representatives (hereinafter referred to as the “Vendor”).

**WHEREAS**, the Vendor intends to submit a Quote to the State in response to a Bid Solicitation advertised by the Division; and

**WHEREAS**, the Vendor is required to complete the State of New Jersey Security Due Diligence Third-Party Information Security Questionnaire and provide applicable supporting documents (collectively “Security Questionnaire”) regarding its security and privacy controls and include it with its Quote submitted to the Division; and

**WHEREAS**, NJOHSP will review the Security Questionnaire to determine whether the Vendor’s security and privacy controls meet the State of New Jersey’s objectives as outlined and documented in the Statewide Information Security Manual and the corresponding requirements in the Bid Solicitation; and

**WHEREAS**, the State recognizes that the information contained in the Security Questionnaire may contain Confidential Information;

**NOW THEREFORE**, in consideration of the mutual promises and covenants contained herein, the Vendor and the State do hereby agree as follows:

1. Confidential Information which may be included on the Security Questionnaire means all information, including data, disclosed directly or indirectly, through any means of communication (including in oral, written or digital form) or observation, by or on behalf of the Vendor to or for the benefit of NJOHSP or the Division and all information or data derived there from, that relates to the Vendor’s security and privacy controls as contained or referenced in the Security Questionnaire;
2. Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party, except that if the information or data is personally identifying to a person or entity regardless of whether it has become part of the public domain through other means, the other party must maintain full efforts under the Contract to keep it confidential; (b) was in the other party’s lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party;
3. The Vendor acknowledges that the NJOHSP and the Division are public agencies subject to the New Jersey Open Public Records Act, N.J. S.A. 4 7: 1 A-1 et seq. (“OPRA”), and the common law Right to Know. OPRA is generally construed in favor of granting public access to documents maintained in the course of its official business;
4. In the event that the NJOHSP or the Division receives an appropriate request pursuant to OPRA and/or the common law Right to Know related to the Vendor’s Security Questionnaire, NJOHSP and the Division agree not to disclose the Confidential Information contained on the Vendor’s Security Questionnaire to a third party;

5. Notwithstanding the requirements of this Agreement, NJOHSP or the Division may release the Security Questionnaire if directed to do so by operation of law, pursuant to a lawfully issued subpoena, or pursuant to a ruling by a court or arbitrator of competent jurisdiction. NJOHSP or the Division shall notify the Vendor, at the address listed above, of such ruling or directive upon being made aware of same;
6. This Agreement 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 any legal action regarding this Agreement shall be filed in the appropriate Division of the New Jersey Superior Court;
7. This is the complete Agreement between the State and the Vendor with respect to the treatment of the Security Questionnaire and shall have no effect on the other components of the Vendor's submitted Quote.
8. Any revision to this standard Agreement by the Vendor that was not approved and accepted by the State during the Question and Answer period shall render the Agreement VOID and the Agreement shall have no legal effect. Such revision, however, will not affect NJOHSP's review of the Security Questionnaire.

**IN WITNESSETH WHEREOF**, the Parties have executed this Agreement, effective as of the day and date signed below by the Vendor.

**FOR THE STATE OF NEW JERSEY**



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Michael T. Geraghty  
Chief Information Security Officer - State of New Jersey  
Director – NJ Cybersecurity and Communications  
Integration Cell | NJCCIC  
Office of Homeland Security and Preparedness



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Maurice A. Griffin, Acting Director  
Department of the Treasury  
Division of Purchase and Property

**FOR THE VENDOR**

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Signature

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Date

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Print Name and Title

THE FOLLOWING PAGES HAVE BEEN REMOVED BECAUSE THEY  
CONTAIN INFORMATION REGARDING COMPUTER  
HARDWARE/SOFTWARE/NETWORKS